AGENDA
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BOARD MEETING
November 14, 2024
9:00 a.m.

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

A. CALL TO ORDER / PLEDGE OF ALLEGIANCE

B. PUBLIC COMMENT

Pursuant to Section 286.0114, Florida Statutes and CFX Rule 1-1.011, the Board provides for an opportunity for public comment at the beginning of each regular meeting. The Public may address the Board on any matter of public interest under the Board's authority and jurisdiction, regardless of whether the matter is on the Board's agenda but excluding pending procurement issues. Public Comment speakers that are present and have submitted their completed Public Comment form to the Recording Secretary at least 5 minutes prior to the scheduled start of the meeting will be called to speak. Each speaker shall be limited to 3 minutes. Any member of the public may also submit written comments which, if received during regular business hours at least 48 hours in advance of the meeting, will be included as part of the record and distributed to the Board members in advance of the meeting.

C. APPROVAL OF SEPTEMBER 12, 2024 BOARD MEETING MINUTES (action item)

D. APPROVAL OF CONSENT AGENDA (action item)

E. REPORTS

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

F. REGULAR AGENDA ITEMS

1. **SOUTHPORT CONNECTOR EXPRESSWAY PROJECT UPDATE** - *Will Hawthorne, Director of Transportation Planning & Policy* (info item)

(CONTINUED ON NEXT PAGE)

2. **FISCAL YEAR 2024 FINANCIAL STATEMENTS –** *Michael Carlisle, Director of Accounting and Finance and Joel A. Knopp, Shareholder, MSL CPAs & Advisors* (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 Malaya.Bryan@CFXway.com at least three (3) business days prior to the event.

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

C.

APPROVAL OF BOARD MEETING MINUTES

MINUTES
BOARD MEETING
September 12, 2024

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

DRAFT

A. CALL TO ORDER

The meeting was called to order at approximately 9:07 a.m. by Vice Chairman Maier.

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 Christine Moore, Orange County
Commissioner Sean Parks, Lake County
Rafael "Ralph" Martinez, Gubernatorial Appointment
Rick Pullum, Gubernatorial Appointment

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

Staff Present at Dais:
Michelle Maikisch, Executive Director
Angela J. Wallace, General Counsel
Mimi Lamaute, Manager of Board Services/Board Recording Secretary

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

B. PUBLIC COMMENT

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

C. APPROVAL OF AUGUST 8, 2024 BOARD MEETING MINUTES

A motion was made by Mayor Demings and seconded by Commissioner Parks to approve the August 8, 2024 Board Meeting Minutes as presented. The motion carried unanimously with all seven (7) Board Members in attendance voting AYE by voice vote. Three (3) Board Members, Commissioner Arrington, Commissioner Herr and Commissioner Goodson were not in attendance.

D. APPROVAL OF CONSENT AGENDA

The Consent Agenda was presented for approval as follows:

CONSTRUCTION

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

Project 417-141	Hubbard Construction Company	$ 173,676.38
Project 417-149	Sacyr Construccion SA, Inc.	$ 130,250.65
Project 429-153	SEMA Construction, Inc.	$ 598,627.64
Project 599-416C & 599-421B	Gomez Construction Co.	$ 51,893.60
Project 599-545B	SICE, Inc.	($ 407,057.81)
Project 599-659	Chinchor Electric, Inc.	($ 47,306.75)
Project 599-663A	Chinchor Electric, Inc.	($ 42,594.72)
Project 599-663B	Chinchor Electric, Inc.	($ 88,103.62)
Project 599-663C	Traffic Control Devices, LLC	($ 45,778.20)

2. Approval of Contract Award to Hill International, Inc. for Construction Management Consultant Services, Contract No. 002127 (Agreement Value: $1,750,000.00)

ENGINEERING

3. Approval of Quality Counts, LLC as a Subconsultant to Dewberry Engineers, Inc. for General Engineering Consultant Services, Contract No. 001145

4. Approval of Final Ranking and Authorization for Negotiations for Design Consultant Services for SR 408 Capacity Improvements from Kirkman Road to East of Church Street, Project No. 408-174, Contract No. 002115

LEGAL

5. Approval of the Right of Way Acquisition Agreement between the Central Florida Expressway Authority and OPLR LLC (INB Homes) for Project No. 538-235, Poinciana Parkway Extension (Agreement Value: $2,102,302.52)

6. Approval of the Revised Property Acquisition, Disposition and Permitting Policy and Resolution

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MAINTENANCE

7. Approval of Second Renewal with AutoBase Inc. for Road Ranger Safety Service Patrol, Contract No. 001437 (Agreement Value: $2,278,178.00)

8. Approval of United Sweeping, LLC and Bennett Management of Florida, LLC as Subconsultants to VGS Infrastructure Services, Inc. (formerly Louis Berger Hawthorne Services) for Roadway and Maintenance Services – SR 429, SR 414, SR 451 and SR 453, Contract No. 001821

9. Approval of Supplemental Agreement No. 1 with Jorgensen Contract Services for Roadway and Bridge Maintenance Services – SR 408, SR 417, SR 528 and Goldenrod Road Extension, Contract No. 002062 (Agreement Value: $2,745,000.00)

10. Approval of Purchase Order to Pi Variables, Inc. d/b/a *pi*-lit for Impact Detection System (Agreement Value: $210,000.00)

PUBLIC OUTREACH

11. Reauthorization of Executive Director to Enter into Public Outreach Agreements

SERVICE STRATEGY

12. Approval of Final Ranking and Authorization for Negotiations for Visitor Toll Pass Integration, Contract No. 002109

TECHNOLOGY/TOLL OPERATIONS

13. Approval of First Renewal with KPMG LLP for Information Technology Consultant Services, Contract No. 001798 (Agreement Value: $792,000.00)

14. Approval of Purchase Order to SHI International Corporation for Microsoft Office 365, Windows Server and Microsoft SQL Server Database Licenses Support (Agreement Value: $904,369.86)

15. Approval of Purchase Order to SHI International Corporation for Microsoft Dynamics and Database Licenses (Agreement Value: $614,570.51)

TRAFFIC OPERATIONS

16. Approval of Task Order No. 2 with the University of Central Florida Board of Trustees under Master Interlocal Agreement, Contract No. 002017 (Agreement Value: $160,000.00)

RISK MANAGEMENT

17. Approval of Insurance Policy with Preferred Governmental Insurance Trust (PGIT) (Agreement Value: $300,000.00)

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Commissioner Parks declared a voting conflict with Preferred Governmental Insurance Trust (Consent Agenda item #17). Voting Conflict Form 8B is attached as **Exhibit "A."**

A motion was made by Mayor Dyer and seconded by Mr. Martinez to approve the Consent Agenda with the exception of item #17. The motion carried unanimously with all seven (7) Board Members in attendance voting AYE by voice vote. Three (3) Board Members, Commissioner Arrington, Commissioner Herr and Commissioner Goodson were not in attendance.

A motion was made by Mayor Dyer and seconded by Mr. Pullum to approve item #17 of the Consent Agenda. The motion carried with six (6) Board Members in attendance voting AYE by voice vote. Three (3) Board Members, Commissioner Arrington, Commissioner Herr and Commissioner Goodson were not in attendance. One (1) Board Member, Commissioner Parks abstained from voting.

Commissioner Arrington arrived at 9:11 a.m.

E. REPORTS

1. CHAIRMAN'S REPORT

- Chairman Arrington announced that this month, CFX is again engaging in federal and state discussions, where the team is showcasing CFX's innovative approach to building roads and infrastructure, including plans for emerging technologies. The SR 516 Lake/Orange Expressway Project, featuring in-road induction charging, is a focal point in these discussions with the American Association of State Highway and Transportation Officials, the Transportation Research Board's National Cooperative Highway Research Program, and the Florida Resilience Conference. Chairman Arrington congratulated the team, and thanked them for representing CFX in Washington, D.C. and Bonita Springs.

- Chairman Arrington announced TEAMFL's next meeting will be in Ft. Myers on October 17th and 18th. To register go to teamfl@teamfl.org.

2. TREASURER'S REPORT

Mayor Dyer reported that as of the end of July 2024, the first month of the new fiscal year, toll revenue was $63,000,000.00, which is right at projections.

Total Operations, Maintenance and Administrative expenses were $5,000,000.00, which is 6% under budget.

After debt service, the total net revenue available for projects was $39,000,000.00.

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3. EXECUTIVE DIRECTOR'S REPORT

The Executive Director's Report in written form was previously distributed.

In addition, Ms. Maikisch highlighted the following:

- Ms. Maikisch stated that before the start of this morning's meeting, several images were shared from last week's Florida Autonomous Vehicle (FAV) Summit held in Tampa. Several members of the CFX team, along with Board Member C.J. Maier, attended the 12th Annual event. The summit featured leaders from across the globe discussing technologies, operations, and policy issues in the autonomous vehicle industry. The FAV Summit is a collaboration between the expressway authorities, FDOT and the Florida Policy Project, led by Former State Senator Jeff Brandes. At this time, Mr. Maier was invited to share his experience attending the summit. Additionally, a video was shown, previewing the 2025 summit, which will be hosted by CFX in Orlando. The 13th Annual FAV Summit will take place from November 5-7, 2025, at the Omni Champions Gate.

- CFX is committed to putting customers first, whether constructing roads or assisting E-PASS customers. Ms. Maikisch announced that the Operations team in partnership with the Alliance One team received the 2024 Frost & Sullivan Best Practices Award for Customer Value Leadership in North America. This recognition reflects their dedication to representing CFX's core values of excellence, teamwork, commitment, service and innovation. Congratulations to the entire team for their outstanding work.

- Lastly, the Flex Lanes system on SR 417, from I-Drive to John Young Parkway (approximately 3 miles), transitioned from testing to live operations earlier this week. The overhead lane control signs are now active, with green arrows indicating open lanes and red X's signaling closed lanes. Additionally, variable speed limits will be in place during incidents. The Regional Traffic Management Center is managing this system. Until the next phase opens, electronic message signs will inform drivers of lane merges at the project limits and display "MOVE OVER" messages for work vehicles to improve safety. A special thank you to CFX's partners at FDOT and FHP for their support in this critical CFX initiative.

F. REGULAR AGENDA ITEMS

1. CODE OF ETHICS BIANNUAL UPDATE

Ms. Angela J. Wallace, General Counsel, stated that Section 348.753(12) of the Florida Statutes requires the following:

- CFX must have a Code of Ethics.
- The Code of Ethics must be reviewed and updated by the Ethics Officer at least every two years.
- The updated Code of Ethics must be presented to the Board for approval.

The Board approved the Code of Ethics in 2022, and the Ethics Officer's review and subsequent Board approval are required this year.

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Ms. Wallace detailed the proposed revisions that provide more clarity and guidance to CFX's Board Members, Committee Members, employees, and Consultants.

The Board Members commented and asked questions, which were answered by Ms. Wallace.

A motion was made by Commissioner Parks and seconded by Commissioner Moore for adoption of the revised Code of Ethics and associated resolution. The motion carried unanimously with all eight (8) Board Members in attendance voting AYE by voice vote. Two (2) Board Members, Commissioner Herr and Commissioner Goodson were not in attendance.

2. **TAX COLLECTOR PROGRAM**

Mr. Tom Chully, Director of Service Strategy and Ms. Angela Melton, Director of Customer Experience/Marketing provided an updated on the Tax Collector Program. They described how CFX is enhancing customer service by expanding CFX's partnership with tax collector offices to distribute E-PASS transponders.

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

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

G. BOARD MEMBER COMMENT

The following Board Member commented:

- Chairman Arrington

H. ADJOURNMENT

Chairman Arrington adjourned the Board Meeting at approximately 9:32 a.m.

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_____
Commissioner Brandon Arrington
Chairman
Central Florida Expressway Authority

_____
Mimi Lamaute
Recording Secretary
Central Florida Expressway Authority

Minutes approved on _____, 2024.

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

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Exhibit "A"

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE
Parks, Sean M.	Central Florida Expressway Board
MAILING ADDRESS 12135 Topaz Street	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: ☐ CITY ☐ COUNTY ☑ OTHER LOCAL AGENCY
CITY: Clermont / COUNTY: Lake	NAME OF POLITICAL SUBDIVISION:
DATE ON WHICH VOTE OCCURRED September 12, 2024	MY POSITION IS: ☑ ELECTIVE ☑ APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office MUST ABSTAIN from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also MUST ABSTAIN from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * * * * * * * * * * * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * * * * * * * * * * * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Sean M Parks, hereby disclose that on September 12 th, 20 24:

(a) A measure came or will come before my agency which (check one or more)

___ inured to my special private gain or loss;

___ inured to the special gain or loss of my business associate, _____;

___ inured to the special gain or loss of my relative, _____;

X inured to the special gain or loss of _____, by whom I am retained; or

___ inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

I serve as a Board member to PGIT. Agenda item #17. I recused myself of this vote to avoid the perception of a conflict of interest.

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

9/26/2024
Date Filed

Sean M Parks
Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED $10,000.

D.

Consent Agenda

CONSENT AGENDA

November 14, 2024

(Note: Items listed with an *underline* have been added for approval in November, while all other items were scheduled for approval in October.)

CONSTRUCTION

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

Project 408-167	Chinchor Electric, Inc.	$ 42,649.77
Project 429-152	Prince Contracting, LLC	$ 340,310.50
Project 429-153	SEMA Construction, Inc.	$ 92,928.20
Project 429-154	The Middlesex Corporation	$ 614,454.89
Project 516-238	SEMA Construction, Inc.	$ 757,085.86
Project 599-426A	Chinchor Electric, Inc.	($ 224,179.60)

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

Project 417-150	Sacyr Construccion SA, Inc.	$ 737,141.52
Project 417-151	Ranger Construction Industries, Inc.	$ 101,572.37
Project 429-154	The Middlesex Corporation	$ 125,067.73
Project 528-757	Ranger Construction Industries, Inc.	($ 389,150.98)

ENGINEERING

3. Approval of Fourth Contract Renewal with Dewberry Engineers, Inc. for General Engineering Consultant Services, Contract No. 001145 (Agreement Value: $7,581,965.00)

4. Approval of Supplemental Agreement No. 6 with Kimley-Horn & Associates, Inc. for Design Consultant Services for CR 532 Widening from Old Lake Wilson Road to US 17/92, Project No. 538-235A, Contract No. 001649 (Agreement Value: $83,118.76)

5. Approval of Supplemental Agreement No. 1 with CDM Smith, Inc. for Traffic and Earnings Consultant Services, Contract No. 001922 (Agreement Value: $320,000.00)

6. Approval of Supplemental Agreement No. 1 with Avant Engineering Group, LLC for Miscellaneous Design Consultant Services, Contract No. 001835 (Agreement Value: $600,000.00)

7. Ratification of Executive Director Approval of Final Ranking and Authorization for Negotiations for Design Consultant Services for SR 534 from Narcoossee Road to Sunbridge Parkway - Segments 4 & 5, Project No. 534-244, Contract No. 002144

8. Approval of Mitigation Credits Purchase from Southport Ranch Mitigation Bank d/b/a Southport Ranch Mitigation Bank LLC for Project 516-237 (Agreement Value: $1,181,250.00)

9. Approval of Mitigation Credits Purchase from Missing Link Mitigation Bank d/b/a Missing Link Mitigation Preserve, LLC for Project 516-237 (Agreement Value: $3,349,500.00)

10. Approval of Mitigation Credits Purchase from Lake X Mitigation Bank d/b/a Kenneth Kirchman Foundation, Inc. for Project 528-161 (Agreement Value: not-to-exceed $600,000.00)

11. Approval of Mitigation Credits Purchase from Farmton Mitigation Bank d/b/a Miami Alternatives, LLC for Project 528-161 (Agreement Value: not-to-exceed $300,000.00)

FINANCE

12. Approval of Supplemental Agreement No. 1 with MSL, P.A. for External Auditing Services, Contract No. 001828 (Agreement Value: $19,500.00)

INTERNAL AUDIT

13. Acceptance of Internal Audit Report:
    a. Fiscal Year 2025 Committee of Sponsoring Organizations of the Treadway Commission (COSO) Governance Review

LEGAL

14. Approval of Supplemental Agreement No. 1 with The Spivey Group, Inc. for Appraisal Services, Contract No. 001992 (Agreement Value: $200,000.00)

15. Approval of the Locally Funded Agreement, Supplemental Amendment Number One Between the State of Florida Department of Transportation (FDOT) and CFX (Agreement Value: $95,488.00)

MAINTENANCE

16. Approval of Final Ranking and Authorization for Negotiations for Miscellaneous Landscape Design Consultant Services, Contract No. 002121

17. Approval of Supplemental Agreement No. 2 with Jorgensen Contract Services for Roadway and Bridge Maintenance Services – SR 408, SR 417 and SR 528, Contract No. 002062 (Agreement Value: $146,114.00)

RISK MANAGEMENT

18. Approval of Second Contract Renewal with Hub Public Risk, Inc. for Insurance Broker Services, Contract No. 001703 (Agreement Value: $50,000.00)

TECHNOLOGY/TOLL OPERATIONS

19. Approval of Fifth Contract Renewal with Kyra Solutions, Inc. for Image Processing Solutions, Contract No. 001660 (Agreement Value: $951,603.28)

20. Approval of Fifth Contract Renewal with Transportation Operations & Management Solutions, LLC for Toll Facilities Operations and Management Services, Contract No. 002079 (Agreement Value: $20,049,110.41)

21. Approval of Purchase Order to Dasher Technologies for Hewlett Packard Enterprise Alletra Storage Hardware (Agreement Value: $339,388.16)

22. Approval of Postal Center International (PCI) as a Subcontractor to Cathedral Corporation for Toll Operations Printing and Mailing Services, Contract No. 001604

23. Approval of Contract Award to HNTB Corporation for All Electronic Toll Conversion Support Services, Contract No. 002165 (Agreement Value: $925,668.90)

TRAFFIC OPERATIONS

24. Approval of Purchase Order to 360 Network Solutions, LLC for Intelligent Transportation Systems Closed Circuit Television Camera Replacement, Project No. 599-576, Contract No. 002146 (Agreement Value: $299,997.00)

The following items are for information only:

A. The following is a list of advertisement(s) from: September 15, 2024 to November 10, 2024
   1. 528-769, 599-170B & 599-779: SR 528 Miscellaneous Resurfacings, Systemwide Interchange Guardrail & Systemwide Reflective Payment Markers Replacement - Construction
   2. 528-184: SR 528 Farm Access Road 2 Bridge Removal – SSBE
   3. 800-904: SR 551 Goldenrod Road Resurfacing – Construction
   4. Mowing and Landscape Maintenance Services for Poinciana Parkway
   5. Rapid Response for Signs, Signals, Lighting, and Intelligent Transportation Systems – Construction
   6. Waste Disposal 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. 408-315 & 315A: SR 408 Tampa Avenue and Orange Blossom Trail Interchanges – CEI Services
   2. 414-781: SR 414 Concrete Coatings - Construction
   3. 417-833: SR 417 Widening Landscape Installation, Econlockhatchee Trail to Seminole County Line
   4. 528-168: SR 528 Widening from Goldenrod Road to Narcoossee Road - Construction
   5. 528-778: SR 528 Bridge Improvements – Construction
   6. 599-426: Systemwide Generator Replacements - Construction
   7. 599-765: System Plaza Building Repairs and Roof Replacements - Construction
   8. 599-770: SR 417 & SR 408 Concrete Coatings – Construction
   9. 599-773: Systemwide Steel Bridge Coatings – Construction
   10. 599-774: Systemwide Butterfly Truss Coatings – Construction
   11. Landscape Program Management Consultant
   12. Pressure Washing of Bridges: SR 414, SR 429, SR 451 and SR 453 - SSBE
   13. Systemwide Material Testing and Geotechnical Services

CONSENT AGENDA ITEM #1

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Jack Burch, P.E.
Director of Construction

DATE: September 20, 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 ($) October 2024	Total Amount ($) to Date*	Time Increase or Decrease
408-167	Chinchor Electric, Inc.	SR 408 Lighting Upgrades and Lighting Monitoring System (LMS)	$ 4,829,406.03	$ 255,190.95	$ 42,649.77	$ 5,127,246.75	0
429-152	Prince Contracting, LLC	SR 429 Widening from Florida's Turnpike to West Road	$177,987,429.00	$ 1,831,136.83	$ 340,310.50	$ 180,158,876.33	0
429-153	SEMA Construction, Inc.	SR 429 Widening from West Road to SR 414	$127,180,000.00	$ 8,270,874.25	$ 92,928.20	$ 135,543,802.45	0
429-154	The Middlesex Corporation	SR 429 Widening from Tilden Road to Florida's Turnpike	$ 97,659,429.92	$ 2,106,286.56	$ 614,454.89	$ 100,380,171.37	0
516-238	SEMA Construction, Inc.	SR 516 from Lake-Orange County Line to SR 429	$ 218,890,000.00	$ -	$ 757,085.86	$ 219,647,085.86	0
599-426A	Chinchor Electric, Inc.	Mainline Generator Replacement	$ 2,492,991.06	$ 22,714.76	$ (224,179.60)	$ 2,291,526.22	0
				TOTAL	**$ 1,623,249.62**		

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

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

Project 408-167: SR 408 Lighting Upgrades and Lighting Monitoring System (LMS)
Chinchor Electric, Inc.
SA 408-167-1024-04

Additional Maintenance of Traffic (MOT)
MOT required to perform additional lighting repairs identified by the project lighting condition assessment.

ADD THE FOLLOWING ITEMS:		
Additional MOT - Lighting	$	42,649.77
TOTAL AMOUNT FOR PROJECT 408-167	**$**	**42,649.77**

Project 429-152: SR 429 Widening from Florida's Turnpike to West Road
Prince Contracting, LLC
SA 429-152-1024-08

Furnish and Install Galvanized Junction Boxes
Furnish and install galvanized junction boxes on overhead gantries.

ADD THE FOLLOWING ITEM:		
Furnish and Install Galvanized Junction Box	$	25,174.78

Increased Shoulder Gutter Thickness
Increase concrete thickness at specific locations in order to meet minimal structural requirements over new drainage pipe.

ADD THE FOLLOWING ITEM:		
Increased Shoulder Gutter Thickness	$	72,006.00

Steel Bridge Gusset Plates and Cross Frames
Fabricate and install gusset plates with pre-drilled holes and cross frames on the bridge widenings over SR 50 and Turnpike based on field verified measurements.

ADD THE FOLLOWING ITEM:		
Gusset Plates and Cross Frames	$	147,108.72

Additional Subsoil Excavation
Remove unsuitable subsoil material and replace with embankment.

INCREASE THE FOLLOWING ITEM:		
Subsoil Excavation	$	40,672.00
Embankment	$	24,149.00
SUBTOTAL THIS CHANGE:	$	64,821.00

Disputes Review Board Allowance
Allowance for DRB Meetings.

INCREASE THE FOLLOWING ITEM		
Disputes Review Board Allowance	$	31,200.00

TOTAL AMOUNT FOR PROJECT 429-152	**$**	**340,310.50**

Project 429-153: SR 429 Widening from West Road to SR 414
SEMA Construction, Inc.
SA No.: 429-153-1024-07

Maintenance of Traffic for the West Road Ramp to SR 429
Maintenance of traffic and low profile barrier wall required to complete widening construction.

ADD THE FOLLOWING ITEM:		
Maintenance of Traffic for the West Road Ramp to SR 429	$	11,706.51

Guardrail Connection to Barrier Wall on SR 429 Ramp to West Road
Existing barrier wall was extended and realigned to provide a connection surface for the new guardrail.

ADD THE FOLLOWING ITEM:		
Guardrail Connection to Barrier Wall on SR 429 Ramp to West Road	$	17,016.48

Repair of Overhead Truss Foundations
Repair the foundation top and anchor bolts damaged by a third party.

ADD THE FOLLOWING ITEM:		
Repair of Overhead Truss OT-9 Left and Right Sides	$	64,205.21

TOTAL AMOUNT FOR PROJECT 429-153	**$**	**92,928.20**

Project 429-154: SR 429 Widening from Tilden Road to Florida's Turnpike
The Middlesex Corporation
SA 429-154-1024-07

Existing Cross Drain Repairs
Additional work was necessary to dewater, clean, and repair existing cross drains which convey offsite water beneath SR 429.

ADD THE FOLLOWING ITEMS:		
Extra Work to Existing Cross Drain CD-6	$	57,878.57
Extra Work to Existing Cross Drain CD-7	$	150,538.50
SUBTOTAL THIS CHANGE	$	208,417.07

Ditch Grading
Restore existing ditch slopes necessary to convey offsite water beneath SR 429 and establish a maintenance berm along the right of way.

ADD THE FOLLOWING ITEMS:		
RW-1 Ditch Grading	$	23,175.47

Pavement Marking – Preformed Tape, Yellow, Solid, 18”
Add pay item for permanent solid yellow 18 inch preformed high performance tape.

ADD THE FOLLOWING ITEMS:		
Pavement Marking – Preformed Tape, Yellow, Solid, 18”	$	65,279.09

SR 429 Pavement
Resurface fatigued pavement on SR 429 between Tilden Rd. and Tiny Rd.

ADD THE FOLLOWING ITEMS:		
Maintenance of Traffic	$	8,493.73
INCREASE THE FOLLOWING ITEMS:		
Milling Existing Asphalt Pavt, 3/4" Avg Depth	$	26,610.00
Asphaltic Concrete Friction Course (FC-5, PG 76-22)	$	23,358.00
Retro-Reflective Pavement Markers	$	180.00
Pavement Marking - Preformed Tape, Yellow, Solid, 6"	$	6,216.00
Pavement Marking - Preformed Tape, Contrast, Solid, 9"	$	9,057.60
Pavement Marking - Preformed Tape, Contrast, Skip, 9"	$	2,220.00
SUBTOTAL THIS CHANGE	$	76,135.33

Median Drainage Adjustments
Field adjustments made to drainage structures along the median of SR 429.

ADD THE FOLLOWING ITEMS:		
Median Drainage Adjustments	$	43,677.59

Executed Work Order Reconciliation
Executed Work Orders 1-17 were established for unforeseen work.

ADD THE FOLLOWING ITEMS:		
Executed Work Orders 1 - 17	$	136,865.34

Final Quantity Adjustments

Adjust quantities for completed pay items to reflect the responses to RFI's and final field measured quantities installed under the Contract.

INCREASE THE FOLLOWING ITEMS:		
Type B Stabilization	$	390.00
Inlets, Median Barrier, Type 1, J Bot, <10’	$	27,000.00
Shoulder Gutter – Concrete	$	69,020.00
Prestressed Concrete Pole F&I Type P-11 Pedestal	$	2,800.00
Sign Panel, F&I OM Up to 12 SF	$	3,200.00
Sign Panel F&I OM 401-500 SF	$	17,400.00
	$	119,810.00
DECREASE THE FOLLOWING ITEMS:		
Inlets Median Barrier, Type 2, J Bot, <10’	$	(27,000.00)
Sign Panel F&I OM 21-30 SF	$	(1,300.00)
Sign Panel F&I OM 31-50 SF	$	(6,900.00)
Sign Panel F&I OM 301-400 SF	$	(13,000.00)
Thermoplastic, Standard, Yellow, Solid, 18” For Diagonal or Chevron	$	(10,705.00)
	$	(58,905.00)
SUBTOTAL THIS CHANGE	$	60,905.00
TOTAL AMOUNT FOR PROJECT 429-154	**$**	**614,454.89**

Project 516-238: SR 516 From Lake-Orange County Line to SR 429
SEMA Construction, Inc.
SA 516-238-1024-01

Superstructure Concrete Quantity Adjustment
Quantity adjustment due to revised plan sheets.

INCREASE THE FOLLOWING ITEMS:		
Concrete Class II, Bridge Superstructure	$	560,780.00

Bridges B3, B4, and B5 Steel Weld Size Changes
Revised plan sheets increased the weld sizes at the pier diaphragms of Bridges B3, B4, and B5. The increased weld sizes required additional work to complete.

ADD THE FOLLOWING ITEMS:		
Bridges B3, B4, and B5 Steel Weld Size Changes	$	45,631.13

Environmental Resource Permit (ERP) Modification Temporary Haul Road
The Florida Department of Environmental Protection required a permit modification to construct the project. The permit modification resulted in extra work to construct and remove a temporary haul road to access the project.

ADD THE FOLLOWING ITEMS:		
ERP Permit Modification Temporary Haul Road	$	110,895.20

Furnish Traffic Signal Cabinet - Schofield-Valencia
Material cost for the traffic signal cabinet at the Schofield Rd. and Valencia Parkway intersection.

ADD THE FOLLOWING ITEMS:		
Furnish Traffic Signal Cabinet - Schofield-Valencia	$	39,779.53

TOTAL AMOUNT FOR PROJECT 516-238	**$**	**757,085.86**

Project 599-426A: Mainline Generator Replacement
Chinchor Electric, Inc.
SA 599-426A-1024-02

Generator Monitoring System

A generator monitoring system was added at 10 mainline plazas (Pine Hills, Hiawassee, Dean, Beachline, Dallas, Boggy Creek, John Young, Independence, Forest Lake, and Coral Hills Mainline Plaza) to enable monitoring of the emergency power at the mainline toll plazas and integrate with the CFX Building Management System (BMS).

ADD THE FOLLOWING ITEMS:		
Generator Monitoring System at Mainline Plazas	$	69,939.44
SUBTOTAL THIS CHANGE:	$	69,939.44

Adjust Existing Pay Item Quantities

The quantity adjustment reflects the actual authorized and measured final quantities.

DECREASE THE FOLLOWING ITEMS:		
Allowance for Disputes Review Board	$	(15,000.00)
Work Order Allowance	$	(279,119.04)
SUBTOTAL THIS CHANGE:	$	(294,119.04)

TOTAL AMOUNT FOR PROJECT 599-426A	**$**	**(224,179.60)**

CONSENT AGENDA ITEM
#2

MEMORANDUM

TO: CFX Board Members

FROM: Jack Burch, P.E.
Director of Construction

DATE: October 24, 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 ($) November 2024	Total Amount ($) to Date*	Time Increase or Decrease
417-150	Sacyr Construccion SA, Inc.	SR 417 Widening from Narcoossee Road to SR 528	$ 92,279,567.00	$ 1,200,918.65	$ 737,141.52	$ 94,217,627.17	0
417-151	Ranger Construction Industries, Inc.	SR 417 Widening from Boggy Creek Road to Narcoossee Road	$ 61,810,653.72	$ 988,907.52	$ 101,572.37	$ 62,901,133.61	0
429-154	The Middlesex Corporation	SR 429 Widening from Tilden Road to Florida's Turnpike	$ 97,659,429.92	$ 2,720,741.45	$ 125,067.73	$ 100,505,239.10	0
528-757	Ranger Construction Industries, Inc.	SR 528 Over Farm Access Road 1 Bridge Removal	$ 7,778,937.86	$ -	$ (389,150.98)	$ 7,389,786.88	0
				TOTAL	**$ 574,630.64**		

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

Reviewed By: _____

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

Project 417-150: SR 417 Widening from Narcoossee Rd to SR 528
Sacyr Construccion, SA, Inc.
SA 417-150-1124-04

Contractor Revised Temporary Wall Design

The Contractor was unable to install their originally planned temporary sheet piling wall due to unanticipated resistance to pile penetration. The Contractor proceeded with their revised wall design. This matter was escalated to the Disputes Review Board (DRB) and a ruling of entitlement was returned. The final determination of the total amount of this issue remains in dispute and will be escalated to the DRB.

ADD THE FOLLOWING ITEM		
Contractor Revised Temporary Wall Design	$	737,141.52
TOTAL AMOUNT FOR PROJECT 417-150	**$**	**737,141.52**

Project 417-151: SR 417 Widening from Boggy Creek Road to Narcoossee Road
Ranger Construction Industries, Inc.
SA 417-151-1124-08

Fence Adjustment

Furnish and install standard 6.0' Type B fence and stabilize existing fencing and gates.

ADD THE FOLLOWING ITEMS:		
Standard 6.0' Type B Fence	$	213,931.99
DECREASE THE FOLLOWING ITEMS:		
Fencing, Type B, 0.0-5.0' , w/ Vinyl Coating	$	(196,027.80)
SUBTOTAL THIS CHANGE:	$	17,904.19

Plan Revisions Quantity Adjustments

The following are adjustments to pay item quantities due to Plan Revision No. 05.

INCREASE THE FOLLOWING ITEMS:		
Inlets, Closed Flume	$	29,600.00
Median Concrete Barrier, Short Grade-Separated	$	2,069.60
Concrete Ditch Pavement, Non-Reinforced, 4"	$	3,787.20
	$	35,456.80
DECREASE THE FOLLOWING ITEMS:		
Inlets, Curb, Type P-5, <10'	$	(5,770.00)
Inlets, Curb, Type P-6, <10'	$	(6,330.00)
Inlets, Curb, Type J-5, <10'	$	(11,700.00)
Pipe Culvert, Optional Material, Round, 18"s/cd	$	(17,521.60)
Pipe Culvert. RCP Class III, Round, 36"s/cd	$	(3,110.40)
Median Concrete Barrier, Tall Grade-Separated	$	(3,377.00)
	$	(47,809.00)
SUBTOTAL THIS CHANGE:	$	(12,352.20)

Black Vinyl Fence Surplus

Compensation to the Contractor for stockpile cost, demobilization cost and shipping of unused 5.0' Type B black vinyl fence. This fence will be provided by CFX as owner furnished material on a future project.

ADD THE FOLLOWING ITEMS:	
Black Vinyl Fence Surplus	$96,020.38

TOTAL AMOUNT FOR PROJECT 417-151 **$101,572.37**

Project 429-154: SR 429 Widening from Tilden Road to Florida's Turnpike
The Middlesex Corporation
SA 429-154-1124-07

Maintenance Berm Improvements

Perform maintenance berm improvements to allow access to maintain the limited access right of way.

ADD THE FOLLOWING ITEMS:		
NW-4B Maintenance Berm Improvements	$	17,430.58
INCREASE THE FOLLOWING ITEMS:		
Fence Gate, Type B, Sliding/Cantilever, 20.12-24' Opening	$	17,600.00
SUBTOTAL THIS CHANGE	$	35,030.58

Concrete Shoulder Gutter Repairs

Remove and replace multiple areas with damage to the existing concrete shoulder gutter.

ADD THE FOLLOWING ITEMS:		
Existing Concrete Shoulder Gutter Removal and Disposal	$	16,335.23

Retrofit Junction Box Covers

Retrofit junction box covers along the concrete median barrier wall for a flush finish on the face of the wall.

ADD THE FOLLOWING ITEMS:		
Retrofit Junction Box Covers	$	73,701.92

TOTAL AMOUNT FOR PROJECT 429-154	**$**	**125,067.73**

Project 528-757 SR 528 Over Farm Access Road 1 Bridge Removal
Ranger Construction Industries, Inc.
SA 528-757-1124-01

Final Contract Quantity Adjustments

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

INCREASE THE FOLLOWING ITEMS:		
Portable Changeable Message Sign (Temp) Contingency	$	3,241.20
Milling Existing Asphalt Pavement (2-1/4" Ave. Depth)	$	544.95
Superpave Asphaltic Concrete (Traffic Level C)	$	13,385.99
Superpave Asphaltic Concrete (Traffic Level D)	$	12,121.80
Superpave Asphaltic Concrete (Traffic Level D) (PG 76-22)	$	12,418.00
Asphaltic Concrete Friction Course (FC-5) (PG 76-22)	$	17,766.36
Rip Rap - Rubble (Ditch Lining)	$	4,561.70
Bedding Stone	$	1,020.24
Fencing - Type B (Standard Features) (6')	$	183.75
Performance Turf (Sod)	$	65,494.80
Single Post Sign, Remove	$	123.40
Pavement Markings - Preformed Tape, Contrast, Solid, 9"	$	1,530.00
	$	132,392.19
DECREASE THE FOLLOWING ITEMS:		
Maintenance of Traffic For Roadway Base Repair Contingency	$	(5,920.00)
Regular Excavation	$	(49,437.50)
Subsoil Excavation	$	(20,312.64)
Embankment	$	(27,655.25)
Type B Stabilization	$	(2,542.00)
Roadway Repair, Emergency Base Repair Contingency	$	(39,250.00)
Miscellaneous Asphalt Pavement	$	(12,570.57)
Video Existing Storm Drain Pipes	$	(5,535.20)
Desilt Pipe (61" Or Greater)	$	(32,012.80)
Single Sided Rub Rail	$	(2,424.75)
Special Guardrail Post-Deep Post For Slope Break Condition (Steel)	$	(1,481.60)
Guardrail Removal	$	(329.40)
Fencing - Type B (W/Black Vinyl Coating) (6')	$	(2,421.70)
Fence Gate - Type B (Double Swing) (20' Opening)	$	(2,750.00)
Allowance For Disputes Review Board	$	(30,000.00)
Work Order Allowance	$	(258,349.52)
	$	(492,992.93)
SUBTOTAL THIS CHANGE:	$	(360,600.74)

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 July 2023 through May 2024. During this period of time $3,495,790.13 of construction was performed/produced.

ADD THE FOLLOWING ITEM		
Fuel Price Index Adjustment: July 2023 - May 2024	$	(12,123.33)

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 August 2023 through May 2024.

ADD THE FOLLOWING ITEM		
Bituminous Price Index Adjustment: August 2023 - May 2024	$	(16,426.91)
TOTAL AMOUNT FOR PROJECT 528-757	**$**	**(389,150.98)**

CONSENT AGENDA ITEM #3

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*
Director of Procurement

DATE: September 24, 2024

SUBJECT: Approval of Fourth Contract Renewal with Dewberry Engineers, Inc. for General Engineering Consultant Services
Contract No. 001145

Board approval is requested for the fourth renewal of the referenced contract with Dewberry Engineers, Inc. in the amount of $7,581,965.00 for one year beginning on December 14, 2024 and ending December 13, 2025. The original contract was for five years with five one-year renewals.

The work to be performed is general engineering consultant services.

Original Contract	$17,500,000.00
Supplemental Agreement No. 1	$ 8,345,000.00
Supplemental Agreement No. 2	$ 6,750,000.00
First Renewal	$16,946,240.00
Second Renewal	$ 6,411,550.00
Third Renewal	$ 8,438,745.00
Fourth Renewal	$ 7,581,965.00
Total	$71,973,500.00

This contract is a component of projects included in the Five-Year Work Plan and the OM&A Budget.

Reviewed by: *David V. Falk* *Glenn Pressimone*

David Falk, PE
Manager of Engineering

Glenn Pressimone, PE
Chief of Infrastructure

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 4 AGREEMENT
CONTRACT NO. 001145

THIS CONTRACT RENEWAL NO. 4 AGREEMENT ("Renewal Agreement"), is made and entered into 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 DEWBERRY ENGINEERS, INC., a New York corporation, registered and authorized to do business in the State of Florida, hereinafter called the ("Consultant"). CFX and Contractor are referred to herein sometimes as a "Party" or the "Parties."

WITNESSETH

WHEREAS, CFX and the Consultant entered into that certain Contract Agreement dated November 10, 2016, (collectively, the "Original Agreement"), with a Notice to Proceed date of December 9, 2016 and a time extension dated November 7, 2023, whereby CFX retained the Consultant to perform general engineering consultant services; and

WHEREAS, pursuant to Article 3 of the Original Agreement, CFX and Consultant wish to renew the Original Agreement for a period of one (1) year in accordance with the terms and conditions hereof.

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

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

2. **Renewal Term**. CFX and Consultant agree to exercise the fourth renewal of said Original Agreement, which renewal shall begin on December 14, 2024 and end on December 13, 2025 ("Renewal Term"), unless otherwise extended as provided in the Original Agreement.

3. **Compensation for Renewal Term**. The Consultant shall be compensated for any and all services performed during the Renewal Term under this Renewal Agreement in accordance with **Exhibit "C"** attached**,** in an amount up to $7,581,965.00 ("Renewal Compensation"). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the Consultant pursuant to the terms of the Original Agreement, and any supplements or amendments thereto.

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

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

IN WITNESS WHEREOF, the Parties have 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 14th day of November 2024, and Dewberry Engineers, Inc., signing through its _____, duly authorized to execute same.

DEWBERRY ENGINEERS, INC.

By:_____
Print Name:_____
Title:_____

ATTEST:_____(SEAL)

Secretary or Notary
If Individual, furnish two witnesses:

By:_____
Print Name:_____

By:_____
Print Name:_____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:_____
Aneth Williams, Director of Procurement

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

By:_____
Angela J. Wallace
General Counsel

Dewberry

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

407.843.5120
407.649.8664 fax
www.dewberry.com

September 26, 2024

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

RE: GENERAL ENGINEERING CONSULTANT SERVICES (#001145)
Calendar Year 2025 –1-Year Renewal

Dear Mr. Pressimone:

Please find enclosed a fee estimate for the 2025 one-year renewal for the Central Florida Expressway Authority Agreement for General Engineering Consultant (GEC) Services (Agreement #001145). This fee estimate is based on historical scope and efforts for Tasks 1, 2, 3, 4, 5, and 7. Task 6 estimate is based on the new projects/project phases included in the recently adopted FY 2025 – FY 2029 Five-Year Work Plan.

See attached for the budgeted fees breakdown and estimation of the fees.

The total funding for Agreement is summarized as follows:

Original authorized amount		$17,500,000.00
Amount of previous supplemental agreements	$46,891,535.00	
Amount of requested supplemental agreement/renewal	$ 7,581,965.00	
Total requested/authorized adjustments	$54,473,500.00	
Total requested/authorized to date		$71,973,500.00

We appreciate the opportunity to continue our service to the Central Florida Expressway Authority. Please contact me if you have any questions or require additional information.

Sincerely,

R. Keith Jackson

R. Keith Jackson, P.E.
Program Manager

cc: file
Attachment

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 3 AGREEMENT
CONTRACT NO. 001145

THIS CONTRACT RENEWAL NO. 3 AGREEMENT ("Renewal Agreement"), is made and entered into this 14th day of December 2023, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called "CFX", and Dewberry Engineers, Inc., a New York corporation, registered and authorized to do business in the State of Florida, hereinafter called the ("Consultant"). CFX and Consultant are referred to herein sometimes as a "Party" or the "Parties."

WITNESSETH

WHEREAS, CFX and the Consultant entered into that certain Contract Agreement dated November 10, 2016, (collectively, the "Original Agreement"), with a Notice to Proceed date of December 9, 2016 and a time extension dated November 7, 2023, whereby CFX retained the Consultant to perform general engineering consultant services; and

WHEREAS, pursuant to Article 3 of the Original Agreement, CFX and Consultant wish to renew the Original Agreement for a period of one (1) year in accordance with the terms and conditions hereof.

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

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

2. **Renewal Term**. CFX and Consultant agree to exercise the third renewal of said Original Agreement, which renewal shall begin on December 14, 2023 and end on December 13, 2024 ("Renewal Term"), unless otherwise extended as provided in the Original Agreement.

3. **Compensation for Renewal Term**. The Consultant shall be compensated for any and all services performed during the Renewal Term under this Renewal Agreement in accordance with **Exhibit "C"** attached, in an amount up to $8,438,745.00 ("Renewal Compensation"). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the Consultant pursuant to the terms of the Original Agreement, and any supplements or amendments thereto.

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

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

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

DEWBERRY ENGINEERS, INC.

By:_____
Print Name: Kevin Knudsen
Title: Vice President

ATTEST:_____(SEAL)

Secretary or Notary
If Individual, furnish two witnesses:

By:_____
Print Name: DONALD HAMMACK

By:_____
Print Name: Carmen D. Pearce

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:_____
Aneth Williams, Director of Procurement

Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this 27th day of December, 2023 for its exclusive use and reliance.

By: Jo O. Thacker
Jo O. Thacker, Interim General Counsel

Dewberry

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

407.843.5120
407.649.8664 fax
www.dewberry.com

October 24, 2023

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

RE: GENERAL ENGINEERING CONSULTANT SERVICES (#001145)
Calendar Year 2024 –1-Year Renewal

Dear Mr. Pressimone:

Please find enclosed a fee estimate for the 2024 one-year renewal for the Central Florida Expressway Authority Agreement for General Engineering Consultant (GEC) Services (Agreement #001145). This fee estimate is based on historical scope and efforts for Tasks 1,2,3,4,5 and 7. Task 6 estimate is based on the new projects/project phases included in the recently adopted FY 2024 – FY 2028 Five-Year Work Plan and change in the GEC role for landscape projects. The new project/project phases have a total design and construction cost over $1 billion.

See attached for the budgeted fees breakdown and estimation of the fees.

The total funding for Agreement is summarized as follows:

Original authorized amount		$17,500,000.00
Amount of previous supplemental agreements	$38,452,790.00	
Amount of requested supplemental agreement/renewal	$ 8,438,745.00	
Total requested/authorized adjustments	$46,891,535.00	
Total requested/authorized to date		$64,391,535.00

We appreciate the opportunity to continue our service to the Central Florida Expressway Authority. Please contact me if you have any questions or require additional information.

Sincerely,

R. Keith Jackson

R. Keith Jackson, P.E.
Program Manager

cc: file
Attachment

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 2 AGREEMENT
CONTRACT NO. 001145

THIS CONTRACT RENEWAL NO. 2 AGREEMENT ("Renewal Agreement"), is made and entered into this 8th day of December 2022, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called "CFX", and Dewberry Engineers, Inc., a New York corporation, registered and authorized to do business in the State of Florida, hereinafter called the ("Consultant"). CFX and Consultant are referred to herein sometimes as a "Party" or the "Parties".

WITNESSETH

WHEREAS, CFX and the Consultant entered into that certain Contract Agreement dated November 10, 2016, (collectively, the "Original Agreement"), with a Notice to Proceed date of December 9, 2016, whereby CFX retained the Consultant to perform general engineering consultant services; and

WHEREAS, pursuant to Article 3 of the Original Agreement, CFX and Consultant wish to renew the Original Agreement for a period of one (1) year in accordance with the terms and conditions hereof.

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

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

2. **Renewal Term**. CFX and Consultant agree to exercise the second renewal of said Original Agreement, which renewal shall begin on December 9, 2022 and end on December 8, 2023 ("Renewal Term"), unless otherwise extended as provided in the Original Contract.

3. **Compensation for Renewal Term**. The Consultant shall be compensated for any and all services performed during the Renewal Term under this Renewal Agreement in accordance with **Exhibit "C"** attached, in an amount up to $6,411,550.00 ("Renewal Compensation"). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the Consultant pursuant to the terms of the Original Agreement, and any supplements or amendments thereto.

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

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

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

DEWBERRY ENGINEERS, INC.

By: _____
Print Name: Kevin Knudsen
Title: Vice President

ATTEST: _____ (SEAL)
Secretary or Notary
If Individual, furnish two witnesses

HEIDI J. ROLSTAD
MY COMMISSION EXPIRES
OCTOBER 30, 2025
HH 182375
Bonded thru
Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

By: _____
Print Name: _____

By: _____
Print Name: _____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Date: 2022.12.22 11:10:49 -05'00'
Aneth Williams, Director of Procurement

Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this ___ day of _____, 2022 for its exclusive use and reliance.

By: Laura Newlin Kelly Digitally signed by Laura Newlin Kelly Date: 2022.12.20 16:12:09 -05'00'
Diego "Woody" Rodriguez, General Counsel

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 1 AGREEMENT
CONTRACT NO. 001145

THIS CONTRACT RENEWAL NO. 1 AGREEMENT ("Renewal Agreement"), is made and entered into this 14th day of October 2021, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called "CFX", and Dewberry Engineers, Inc., a New York corporation, registered and authorized to do business in the State of Florida, hereinafter called the ("Consultant"). CFX and Consultant are referred to herein sometimes as a "Party" or the "Parties".

WITNESSETH

WHEREAS, CFX and the Consultant entered into that certain Contract Agreement dated November 10, 2016, (collectively, the "Original Agreement"), with a Notice to Proceed date of December 9, 2016, whereby CFX retained the Consultant to perform general engineering consultant services; and

WHEREAS, pursuant to Article 3 of the Original Agreement, CFX and Consultant wish to renew the Original Agreement for a period of one (1) year in accordance with the terms and conditions hereof.

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

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

2. **Renewal Term**. CFX and Consultant agree to exercise the first renewal of said Initial CFX Contract, which renewal shall begin on December 9, 2021 and end on December 8, 2022 ("Renewal Term"), unless otherwise extended as provided in the Original Contract.

3. **Compensation for Renewal Term**. The Consultant shall be compensated for any and all services performed during the Renewal Term under this Renewal Agreement in accordance with **Exhibit "B"** of the Original Agreement, in an amount up to $16,946,240.00 ("Renewal Compensation"). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the Consultant pursuant to the terms of the Original Agreement, and any supplements or amendments thereto.

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

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

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

DEWBERRY ENGINEERS, INC.

By: _____
Print Name: Kevin Knudsen
Title: Vice President

ATTEST: Laura S Kline (SEAL)

Secretary or Notary
If Individual, furnish two witnesses:

By: _____
Print Name: _____

By: _____
Print Name: _____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Date: 2021.11.09 14:02:57 -05'00'
Aneth Williams, Director of Procurement

Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this 5th day of November, 2021 for its exclusive use and reliance.

By: _____
Diego "Woody" Rodriguez, General Counsel

Dewberry

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

407.843.5120
407.649.8664 fax
www.dewberry.com

September 15, 2021

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

RE: GENERAL ENGINEERING CONSULTANT SERVICES (#001145)
Calendar Year 2022 – 1-Year Renewal

Dear Mr. Pressimone:

Please find enclosed a fee estimate for the 2022 one-year renewal for the Central Florida Expressway Authority Agreement for General Engineering Consultant (GEC) Services (Agreement #001145). This fee estimate is based on historical scope and efforts for Tasks 1,2,3,4,5 and 7. Task 6 estimate is based on the new projects/project phases included in the recently adopted FY 2022 – FY 2026 Five-Year Work Plan. The new project/project phases have a total design and construction cost of almost $1.26 billion.

See attached for the budgeted fees breakdown and estimation of the fees.

The total funding for Agreement is summarized as follows:

Original authorized amount		$17,500,000.00
Amount of previous supplemental agreements	$15,095,000.00	
Amount of requested supplemental agreement/renewal	$16,946,240.00	
Total requested/authorized adjustments	$32,041,240.00	
Total requested/authorized to date		$49,541,240.00

We appreciate the opportunity to continue our service to the Central Florida Expressway Authority. Please contact me if you have any questions or require additional information.

Sincerely,

R. Keith Jackson

R. Keith Jackson, P.E.
Program Manager

cc: file
Attachment

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 2

Contract Name: General Engineering Consultant Services
Contract No. 001145

This Supplemental Agreement No. 2 entered into this 14th day of November, 2019, by and between Central Florida Expressway Authority ("CFX"), and Dewberry Engineers, Inc., (the "Consultant"), the same being supplementary to the Contract between the aforesaid, dated November 10, 2016, with a Notice to Proceed date of December 9, 2016, for general engineering consultant services for projects as identified by CFX.

1. CFX wishes to provide for support of the development and implementation for the Lake/Orange County Connector and Poinciana Parkway Extension. The services as outlined in the original scope of services Section 3.2 – Engineering/Design Support and Section 3.6 – Work Plan Support includes: project management, design phase support, permitting, right-of-way acquisition support, aerial photogrammetry and mobile LIDAR mapping and control survey mapping. The bidding and construction phases support are not included in this supplemental agreement.

2. CFX wishes to provide for support of the development and implementation for the Poinciana Parkway Widening. The services as outlined in the original scope of services Section 3.2 – Engineering/Design Support and Section 3.6 – Work Plan Support includes: project management, design-build phase support, bidding and construction support and right-of-way survey and mapping.

3. The Consultant hereby agrees to provide the required continued support of development and implementation for Lake Orange County Connector, Poinciana Parkway Extension and Poinciana Parkway Widening for an increase in the Contract amount of a not to exceed $6,750,000.00. Task Authorizations will be used to allocate these funds to the Consultant for Five-Year Work Plan project services.

4. CFX and Consultant agree that this Supplemental Agreement No. 2 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, except insofar as the same is altered and amended by this Supplemental Agreement No. 2; that acceptance of this Supplemental Agreement No. 2 signifies the Consultant's complete and total claim for the terms and conditions of the same and that the Consultant waives all future right for additional compensation which is not already defined herein.

5. This Supplemental Agreement No. 2 is necessary so that the Consultant can provide continued support and services for CFX's Five-Year Work Plan.

SUPPLEMENTAL AGREEMENT NO. 2

Contract Name: General Engineering Consultant Services

Contract No. 001145

Amount of Changes to this document: $6,750.000.00

This Supplemental Agreement No. 2 entered into as of the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Date: 11/20/19

DEWBERRY ENGINEERS, INC.

By: _____

Title: Vice President

Attest: Laura S Kline (Seal)

Date: 11/18/19

Approved as to form and execution, only.

_____
General Counsel for CFX

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: General Engineering Consultant Services
Contract No. 001145

This Supplemental Agreement No. 1 entered into this 8th day of November, 2018, by and between the Central Florida Expressway Authority ("CFX"), and Dewberry Engineers, Inc., (the "Consultant"), the same being supplementary to the Contract between the aforesaid, dated November 10, 2016, with a Notice to Proceed date of December 9, 2016, for general engineering consultant services for projects as identified by CFX.

1. CFX wishes to provide for continued support of the development and implementation of CFX's Five-Year Work Plan.

2. The Consultant hereby agrees to provide the required continued support and services for an increase in the Contract amount of a not to exceed $8,345,000.00. Task Authorizations will be used to allocate these funds to the Consultant for Five-Year Work Plan project services.

3. CFX and Consultant agree that this Supplemental Agreement No. 1 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, except insofar as the same is altered and amended by this Supplemental Agreement No. 1; that acceptance of this Supplemental Agreement No. 1 signifies the Consultant's complete and total claim for the terms and conditions of the same and that the Consultant waives all future right for additional compensation which is not already defined herein.

4. This Supplemental Agreement No. 1 is necessary so that the Consultant can provide continued support and services for CFX's Five-Year Work Plan.

SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: General Engineering Consultant Services

Contract No. 001145

Amount of Changes to this document: $8,345.000.00

This Supplemental Agreement No. 1 entered into as of the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Date: 11/9/18

DEWBERRY ENGINEERS, INC.

By: _____
Kevin Knudson

Title: Vice President

Attest: _____ (Seal)
DONNIED HAMMACK

Date: 11/12/2018

Approved as to form and execution, only.

_____
General Counsel for CFX

Contract No. 001145

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AGREEMENT FOR
GENERAL ENGINEERING CONSULTANT SERVICES

THIS AGREEMENT, made and entered into this 10th day of November, 2016, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 2014-171 Laws of Florida, 2014, (Chapter 348, Part III, Florida Statutes) hereinafter called the "CFX" and Dewberry Engineers, Inc., hereinafter called "CONSULTANT", a New York corporation, registered and authorized to do business in the state of Florida, whose principal address is 800 N. Magnolia Ave., Suite 1000, Orlando, Florida 32803.

WITNESSETH:

1.0 CFX does hereby retain the CONSULTANT to furnish certain General Engineering Consultant Services for projects as identified by CFX.

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

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

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

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Reference herein to Director shall mean CFX's Executive Director.

Reference herein to the Project Manager shall mean CFX's Chief of Infrastructure or 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.

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

3.0 TERM OF AGREEMENT AND RENEWALS

This is a continuing services Agreement subject to CFX periodic review, approval and satisfaction with the CONSULTANT's performance. 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. This Agreement, at the sole discretion of CFX, may be renewed for five (5) one year terms, or portions thereof.

4.0 PROGRESS SCHEDULE

The CONSULTANT agrees to provide 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

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interested in the project on behalf of CFX. Either party to the Agreement may request and be granted a conference.

It shall be the responsibility of the CONSULTANT to ensure at all times that sufficient time remains in the Agreement within which to complete the services. In the event there have been delays which could affect the completion date, the CONSULTANT shall submit a written request to CFX which identifies the reason for the delay and the amount of time related to the reason. CFX will review the request and make a determination as to granting all, part or none of the requested extension.

In the event the term of the Agreement has expired and the CONSULTANT has not requested, or if CFX has denied, an extension of the completion date, partial progress payments will be stopped on the date time expires. 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 adequate and competent professional staff to enable the CONSULTANT to timely perform under this Agreement. 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. Attachment "1" within Exhibit "A", Scope of Services, details required key personnel and minimum experience requirements for performance under the Agreement; the CONSULTANT may associate with it such subconsultants, 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 subconsultants, the CONSULTANT shall be fully responsible for satisfactory

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completion of all subcontracted work. The CONSULTANT, however, shall not sublet, assign or transfer any work under this Agreement to other than the subconsultants listed below without the written consent of CFX. All subconsultants shall be qualified by CFX to perform all work assigned to them. 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.

LIST OF APPROVED SUBCONSULTANTS:	AREAS OF RESPONSIBILITY
Ardaman & Associates, Inc. (class 2)	Geotechnical Services
Antillian Engineering Associates, Inc. (class 2)	Geotechnical Services
IDA Consulting Engineers, Inc. (class 1)	Structures
Montgomery Group (class 1)	General Program Support/CADD/GIS
RTD Group (class 1)	Right-of-Way Services
Omni Communications (class 1)	Utility Coordination
Vanasse Hangen Brustlin, Inc. (class 1)	PD&E/Electrical/Lighting/Traffic/ Signing & Pavement Marking

CONSULTANT shall not further sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Agreement 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 Agreement 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 Agreement.

If, during the term of the Agreement, 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 Agreement 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

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Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the 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 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.

In all instances where the CONSULTANT desires to subcontract work to a subconsultant that was not disclosed by the CONSULTANT to CFX at the time that the Agreement was originally awarded, the CONSULTANT shall obtain a schedule of rates. Review and approval of the schedule of rates by CFX is required prior to any rates being paid to the subconsultant.

6.0 SERVICES TO BE PROVIDED

The work covered by this Agreement is detailed in Exhibit "A", Scope of Services, and is best described as General Engineering Consultant Services. The services may include, but are not necessarily limited to, the following: Bond Covenant Services Support, Engineering / Design Support, Planning Support, Maintenance Program Support, General Program Support, Work Plan Support, Multimodal / Transit Support and other miscellaneous consultant project management services as requested by CFX. It should be noted that multiple project management assignments may be authorized and take place concurrently.

7.0 COMPENSATION

CFX agrees to pay the CONSULTANT compensation as detailed in Exhibit "B", Method of Compensation, attached hereto and made a part hereof. Invoices for fees or other

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compensation for services or expenses shall be submitted to CFX in detail sufficient for a proper pre-audit and post-audit thereof.

The CONSULTANT may be liable for CFX costs resulting from negligent, reckless or intentionally wrongful errors or deficiencies in design reviews performed 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, 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 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.

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

8.0 DOCUMENT OWNERSHIP AND RECORDS

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

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

An excerpt of Section 119.0701, Florida Statutes is below.

> Per Section 119.0701(1), "Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).
>
> Per Section 119.0701(b). The contractor shall comply with public records laws, specifically to:
>
> 1. Keep and maintain public records required by the public agency to perform the service.
>
> 2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

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

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

9.0 COMPLIANCE WITH LAWS

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

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

10.0 WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONSULTANT hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached Exhibit "C", Details of Costs and Fees, supporting the compensation provided in Paragraph 7.0 are accurate, complete and current as of the date of this Agreement. It is further agreed that said price provided in Paragraph 7.0 hereof shall be adjusted to

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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.

11.0 TERMINATION

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

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

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

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

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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 documents prepared or obtained under this Agreement shall immediately be turned over to CFX. The CONSULTANT shall be compensated for its services rendered up to the time of any such termination in accordance with Paragraph 7.0 hereof. CFX also reserves the right to terminate or cancel this Agreement in the event the CONSULTANT shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. CFX further reserves the right to suspend the qualifications of the CONSULTANT to do business with CFX upon any such indictment or direct information. In the event that any such person against whom any such indictment or direct information is brought shall have such indictment or direct information dismissed or be found not guilty, such suspension on account thereof may be lifted by CFX's Project Manager.

12.0 ADJUSTMENTS

All services shall be performed by the CONSULTANT to the reasonable satisfaction of the Project Manager who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount and value thereof; and his decision upon all claims, questions and disputes shall be final. Adjustments of compensation and term of the Agreement, because of any major changes in the work that may become necessary or desirable as the work progresses, shall be left to the absolute discretion of the Director and Supplemental

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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 Director whose decision shall be final.

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

13.0 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

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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.

14.0 HOLD HARMLESS AND INDEMNIFICATION

The CONSULTANT shall indemnify and hold harmless CFX and all of its officers, and employees from any claim, liabilities, losses, damages, costs, including, but not limited to reasonable attorneys' fees, arising out of any act, error, omission or negligent act by the CONSULTANT, its agents, employees, or subcontractors during the performance of the Agreement, except that neither the CONSULTANT, its agents, employees nor any of its subconsultants will be liable under this paragraph for any claim, loss, damage, cost, charge or expense arising solely out of any act, error, omission or negligent act by CFX or any of its officers or employees during the performance of the Agreement.

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

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CONSULTANT in the defense of the lawsuit or to request that the CONSULTANT defend CFX in such lawsuit as described in this section. CFX's failure to notify the CONSULTANT of a notice of claim will not release the CONSULTANT from any of the requirements of this section upon subsequent notification by CFX to the CONSULTANT of the notice of claim or filing of a lawsuit. CFX and the CONSULTANT will pay their own cost for the evaluation, settlement negotiations and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all costs, but if the verdict determines that there is joint responsibility the costs and liability for damages will be shared in the same percentage as that judicially established. Nothing herein shall be construed to waive the sovereign immunity damages limitations afforded CFX pursuant to F.S. 768.28.

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

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 the CFX against any claim, suit or proceeding brought against the CFX which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under this Agreement, constitute an infringement of any patent or copyright of the United States. The CONSULTANT shall pay all damages, costs, charge, expense, and attorney's fees, awarded against the CFX.

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15.0 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.

16.0 INSURANCE

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

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

The CONSULTANT shall require all insurance policies in any way related to the work and secured and maintained by the CONSULTANT to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against CFX. The CONSULTANT shall require of subconsultants, by appropriate written agreements, similar waivers each in favor of

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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.

16.1 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. 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.

16.2 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

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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.

16.3 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.

16.4 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

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services to be performed and furnished by the CONSULTANT.

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

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

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

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

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

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

17.0 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 furnished in compliance with this Agreement, it being understood that, under Paragraph 8.00 hereof, such data or information is the property of CFX.

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

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18.0 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. The CONSULTANT agrees to incorporate the first sentence of this paragraph and the second paragraph of this provision in any subcontract into which it might enter with reference to the work performed.

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

19.0 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.

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20.0 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.

21.0 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 Director for resolution.

During the term of this Agreement:

1. The CONSULTANT is not eligible to pursue any advertised work in the CONSULTANT's area of oversight for any project for which the CONSULTANT developed the Scope of Services or has oversight responsibilities. Subconsultants are also ineligible to pursue projects where they participated in the development of the Scope of Services or have oversight responsibilities.

2. The CONSULTANT is not eligible to pursue any advertised construction engineering and inspection projects of CFX as either a prime or subconsultant

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where the CONSULTANT participated in the oversight of the projects or for any project which the CONSULTANT developed the Scope of Services. 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 developed the Scope of Services.

22.0 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).

23.0 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

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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."

24.0 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.

25.0 ASSIGNMENT

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

26.0 AVAILABILITY OF FUNDS

CFX's performance and obligation to pay under this contract are contingent upon an annual budget appropriation by its Board. The parties agree that in the event funds are not appropriated,

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this Agreement may be terminated, which shall be effective upon CFX giving notice to the CONSULTANT to that effect.

27.0 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.

28.0 AUDIT AND EXAMINATION OF RECORDS

28.1 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.

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(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.

28.2 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.

28.3 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 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.

28.4 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

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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.

28.5 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.

29.0 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:

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

Dewberry Engineers, Inc.
800 N. Magnolia Ave., Suite 1000
Orlando, Florida 32803
Attn: Kevin Knudson

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Dewberry Engineers, Inc.
800 N. Magnolia Ave., Suite 1000
Orlando, Florida 32803
Attn: Keith Jackson

30.0 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.

31.0 SURVIVAL OF EXPIRATION OR TERMINATION

The provisions of Sections 8, Document Ownership and Records; 14, Hold Harmless and Indemnification; and 28, Audit and Examination of Records; 30, Governing Law and Venue, shall survive the expiration or termination of this Agreement and continue in full force and effect.

32.00 ATTACHMENTS

Exhibit "A", Scope of Services

Exhibit "B", Method of Compensation

Exhibit "C", Details of Cost and Fees

Exhibit "D", Project Organization Chart

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IN WITNESS WHEREOF, the CONSULTANT and CFX have caused this instrument to be signed and witnessed by their respective duly authorized officials, all as of the day and year first above written. This contract was awarded by CFX's Board of Directors at its meeting on November 10, 2016.

This Agreement was approved by the CFX's Board of Directors at its meeting on November 10, 2016

DEWBERRY ENGINEERS, INC.

BY: _____
Authorized Signature

Title: Vice President

ATTEST: Laura S Klaxe (Seal)
Secretary or Notary

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: _____ 12/8/2016
Director of Procurement

Print Name: Robert Johnson

Approved as to form and execution, only.

General Counsel for CFX

Joseph Passiatore

EXHIBIT A

SCOPE OF SERVICES

Exhibit "A"

SCOPE OF SERVICES

GENERAL ENGINEERING CONSULTANT SERVICES

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ATTACHMENT 1: Key Personnel and Minimum Experience Requirements

1 PURPOSE

The Central Florida Expressway Authority (CFX) requires professional services of the General Engineering Consultant (GEC) in connection with general planning, design, engineering, management and other services for projects related to the development, determination of feasibility, planning, design, permitting, right-of-way acquisition, bidding, construction and maintenance of the CFX's existing and future system. This Scope of Services describes and defines those services.

2 OVERVIEW

CFX will request GEC services as described below on an as-needed basis. Services to be provided will be authorized and completed as directed by CFX's Chief of Infrastructure (or authorized designee) by means of individual Work Authorizations. CFX does not guarantee that any or all of the services described herein will be assigned during the term of the agreement. Further, the GEC shall provide these services on a non-exclusive basis. CFX, at its option, may elect to have any of the services performed by other consultants or CFX staff.

The GEC shall provide a resource pool of qualified professional, technical and administrative personnel, in appropriate numbers and at the proper times, to assure that services and responsibilities assigned under this Scope of Services are effectively and efficiently carried out. Attachment "1" to this Scope of Services outlines the key personnel and minimum experience requirements necessary for the GEC services.

3 SERVICES

As requested by CFX, the GEC may perform the following tasks which are examples of the types of work to be required but are not intended to be all inclusive:

3.1 BOND COVENANT SERVICES SUPPORT

The Amended and Restated Master Bond Resolution, adopted February 3, 2003, which is incorporated herein by reference, requires CFX to engage a Consulting Engineer to perform all acts and carry out all duties necessary to supervise the acquisition and construction of all system projects of CFX. These acts and duties have been defined by CFX to include, but not be necessarily limited to:

- Monitoring the construction of projects financed with Bond Proceeds.
- Assisting CFX with approval of all expenditures from the Construction Fund.
- Advising and conferring with CFX concerning the budget for maintenance and repair of the CFX system.
- Making an annual independent inspection and report concerning the condition of the CFX system.

- Certifying for each fiscal year the amounts necessary for the funding of the Renewal and Replacement Fund.
- Certifying necessary amount of multi-risk and use and occupancy insurance; and upon damage to an insured risk, approve plans for restoration or replacement of that portion of the CFX system and certifying as to schedule and need for replacement or restoration.
- Certifying that any sale or lease of CFX property will not have a negative impact on the operation of the CFX system.
- Preparing an Engineer's Report for scheduled bond sales.
- Assisting CFX with preparation of an annual report recapping the overall prior year's performance.
- Attending meetings as required to carry out the above services.

3.2 ENGINEERING/DESIGN SUPPORT

The GEC may be authorized to perform the following:

- Provide project management services.
- Review construction plans.
- Provide utility plans review and coordination.
- Develop scope of work and contract provisions.
- Estimate costs for proposed services.
- Develop durations of services. (Project schedules)
- Monitor existing and projected traffic volumes on the system.
- Collect and report data on traffic and accidents.
- Perform traffic engineering analysis necessary to evaluate existing conditions and plan future improvements throughout the system.
- Perform traffic engineering activities such as signal warrants, signal timings, traffic counts, modeling, speed studies, etc. as required.
- Coordinate with other agencies on traffic operation and safety issues.
- Review access management issues and provide recommendations.
- Provide construction cost estimates.
- Provide environmental permitting compliance monitoring and review.
- Provide permitting support for projects.
- Provide roadway signing and pavement marking concept development, review and design.

- Provide surveying and right-of-way mapping for projects.
- Provide right-of-way support for projects.
- Maintain real property inventories and assist in the disposal of excess property.
- Provide noise analysis for projects.
- Provide geotechnical and geotechnical advisory services for projects.
- Provide landscaping concept development, review and design.
- Provide architectural services.
- Attend meetings and site visits as required to carry out the above services.

3.3 PLANNING SUPPORT

The GEC may be authorized to perform the following:

- Provide project management services.
- Perform reviews of adjacent development including Developments of Regional Impact.
- Provide support and participate in MetroPlan Orlando activities.
- Prepare the Systems Traffic Data and Statistics Manual and update annually.
- Assist in the technical review of the Traffic and Revenue Consultant's modeling.
- Prepare the Five-Year Work Plan including cash flow forecasting.
- Prepare project concept plans and reports as requested.
- Attend meetings and site visits as required to carry out the above services.

3.4 MAINTENANCE PROGRAM SUPPORT

The GEC may be authorized to perform the following:

- Provide engineering support to assist CFX's Maintenance Program with reviewing and resolving systemwide or specific maintenance problems or issues.
- Provide recommendation for CFX's Pavement Management Program based on FDOT data.
- Maintain a systemwide signing inventory and provide engineering support for the maintenance and replacement of signs.
- Perform Maintenance Rating Program (MRP) inspections using the criteria established in FDOT's Roadway and Roadside Maintenance procedure (Topic No. 850-000-015), the MRP procedure (Topic No. 850-065-002) and the MRP Handbook.

- Attend meetings and site visits as required to carry out the above services.

3.5 GENERAL PROGRAM SUPPORT

The GEC may be authorized to perform the following:

- Develop and maintain a file document control system.
- Provide project status reports and document meeting minutes.
- Develop briefing materials for CFX staff presentations to the Board of Directors as well as other agencies.
- Assist CFX staff with the development of presentations, technical papers, and publications for industry organizations and peer journals.
- Assist CFX staff in providing copies of files and plans to other agencies and the general public.
- Provide printing services as may be requested by CFX.
- Provide graphics services in support of CFX's Public Information Program and as may be requested by CFX.
- Furnish testimony and prepare trial exhibits in hearings and other litigation.
- Provide any needed support for legal activities (including expert witness activity).
- Attend meetings as required to carry out the above services.

3.6 WORK PLAN SUPPORT

The GEC may be authorized to perform the following in support of the development and implementation of the current and future Five-Year Work Plan projects:

- Professional services contract support.
- Landscaping support.
- Plans review for technical and specialty areas.
- Environmental permitting support.
- Right-of-way services support.
- Construction support.
- Design services.
- Survey and mapping support.
- Planning support (including long range plan).
- Attend meetings as required to carry out the above services.

3.7 MULTIMODAL/TRANSIT SUPPORT

The GEC may be authorized to perform the following in support of the development of multimodal/transit projects:

- Act as an advisor to CFX on multimodal/transit related projects including, but not limited to, fixed guideway, light rail, Bus Rapid Transit or Special Use Lane projects
- Oversight role for multimodal/transit concept development
- Oversight role for multimodal/transit final project development process

4 OTHER SERVICES

CFX may require professional services of the GEC for a wide range of planning, engineering, architectural, environmental, landscape architectural, environmental and registered land surveying in support of CFX's program areas of Plans Production, Construction, Roadway and Bridge Maintenance, Facilities Maintenance, Materials and Geotechnical Engineering not otherwise identified in the Contract to supplement or replace the services being provided to CFX by other consultants.

END OF SCOPE OF SERVICES

Attachment "1"

KEY PERSONNEL AND MINIMUM EXPERIENCE REQUIREMENTS GENERAL ENGINEERING CONSULTANT SERVICES

1 REQUIRED POSITIONS AND DESCRIPTIONS

1.1 PROGRAM MANAGEMENT

1.1.1 PROGRAM MANAGER

A Civil Engineering degree and registered in the State of Florida as Professional Engineer (or if registered in another state, the ability to obtain registration in the State of Florida within six months) and a minimum of twenty (20) years of engineering experience as well as experience in program management. Experience with managing and knowledge of tolling projects, tolling facilities, and tolling operations. Qualifications include the ability to communicate effectively in English (verbally and in writing) and to large groups of people; ability to lead and manage a large staff; and ability to develop and review policies, methods, practices and procedures; knowledge of CFX and FDOT policies, procedures, and standards. This position shall be located in the Proposer's Central Florida office.

1.1.2 SENIOR PROJECT MANAGER/DEPUTY PROGRAM MANAGER

A Civil Engineering degree and registered in the State of Florida as Professional Engineer (or if registered in another state, the ability to obtain registration in the State of Florida within six months) and a minimum of twelve (12) years of engineering and/or project management experience. Experience with managing and knowledge of tolling projects, tolling facilities, and tolling operations. Qualifications include the ability to communicate effectively in English (verbally and in writing) and to large groups of people; ability to lead and manage a project team; and knowledge of CFX and FDOT policies, procedures, and standards. This position shall be located in the Proposer's Central Florida office.

1.1.3 PROJECT MANAGER

A Civil Engineering degree and registered in the State of Florida as Professional Engineer (or if registered in another state, the ability to obtain registration in the State of Florida within six months) and eight to twelve (8 - 12) years of engineering and/or project management experience. Qualifications include the ability to communicate effectively in English (verbally and in writing) and to large groups of people; ability to lead and manage a project team; and knowledge of CFX and FDOT policies, procedures, and standards. This position shall be located in the Proposer's Central Florida office.

1.1.4 ESTIMATES COORDINATOR

A college degree is preferred; however, a high school diploma or equivalent and ten to fifteen (10-15) years of professional experience in cost estimating, civil engineering and construction services (primarily for civil engineering and transportation projects) including construction administration, development of cost estimates at various stages of design,

preparation of project schedules and analysis of engineering design alternatives. Qualifications include the ability to communicate effectively in English (verbally and in writing) to large groups of people and to follow written and verbal instructions with active listening; Knowledge of design pay items, historical bid unit cost data and construction plans development process; Knowledge of contract bid analysis and evaluation; Skill in using Microsoft products such as Word, Excel and PowerPoint in the preparation of reports. Skill in reviewing and interpreting design plans and specifications; Ability to interpret construction cost data and contract documents; Ability to establish and maintain effective internal and external working relationships; Ability to plan, organize, prioritize and perform multiple work assignments.

2.1 RIGHT-OF-WAY

2.1.1 RIGHT-OF-WAY PROJECT MANAGER

Five (5) years' experience managing Right of Way projects including: acquisition, suit preparation, relocation, R/W clearing, and consultant and contract management. Budget/contract management experience and advanced understanding of CFX Right of Way procedures. Must have active Florida Real Estate License (Salesperson or Broker). Qualifications include the ability to conduct negotiations, closings, eminent domain preparation, relocation and Right of Way clearing activities for projects handled in-house; responsible for the direction and supervision of in-house consultant staff for all right of way activities; ensure efficient and productive utilization of consultant staff and manages overall workload to meet program deadlines and provide high quality service; and provide comments through for project manager. This position shall be located in the Proposer's Central Florida office.

2.2 PROJECT DEVELOPMENT AND ENVIRONMENTAL (PD&E) STUDIES

2.2.1 PD&E PROJECT MANAGER

Professional Engineer with five (5) years of post-registration experience and five to ten (5 to 10) years of experience with three (3) years of PD&E experience. Qualifications include the ability to provide project guidance to Consultant Project Managers; supports PD&E phase scope and staff hours development; manages project schedules; knowledge of CFX and FDOT policies, procedures, and standards; supports administration of consultant contracts; supports Public Involvement Plans; supports production delivery; and manages resource allocations. This position shall be located in the Proposer's Central Florida office.

2.3 DESIGN

2.3.1 CONCEPT ENGINEER

Registered Professional Engineer in the State of Florida with ten (10) years of Roadway Engineering experience which includes four (4) years of relevant transportation experience. Qualifications include the ability to manage projects in preliminary design phases including the tracking of previous, current and future conceptual analysis design needs and tracking of project team productivity; responsible for preliminary design geometrics, alternatives analysis and long range estimates for assigned projects; develops technical documentation corresponding to concept drawings and alternative analyses; establishes a consistent

method of QA/QC for all work produced; and serves as technical liaison with clients on project efforts.

2.3.2 DRAINAGE ENGINEER

Registered Professional Engineer in the State of Florida with seven (7) years' experience. Must have at least three (3) years of transportation/FDOT design experience in drainage/hydraulics. Qualifications include the ability to be responsible for drainage reviews of project plans and documents in all stages of development. This includes the review of stormwater management facilities, stormwater conveyance systems, BMP's, floodplain compensation areas, French drain, culverts, bridge hydraulics, etc.; may include various design of items listed above; assist in preparation and negotiations of Project Scope, Units, Manhours; provide drainage guidance as needed to Construction and Maintenance; assist in the development of concept plans and calculations; assist in the development of RFP's; and review property surplus and lease requests for drainage needs. This position shall be located in the Proposer's Central Florida office.

2.3.3 STRUCTURAL ENGINEER

A minimum of eight (8) years of experience in bridge and transportation systems. A minimum of five (5) years of experience on FDOT Projects. Registration in the State of Florida as a Professional Engineer. Qualifications include the ability to review Category 1 structure plans and other technical documents such as Design Variations, Design Exceptions, typical section packages, maintenance permits and non-conventional project concept plans and documents; review all component plans for structural details and coordination among plan sets; coordinate with FDOT Central Office on, and performs the District review of, plans and/or non-conventional project concept plans and documents involving Category 2 structures; reviews contractor-initiated submittals (RFIs, RFCs, shop drawings, remedials, etc.) and coordinates with construction personnel as necessary; assists the Project Manager with the development of scopes of services, units, and staff hour estimates for structural work on Consultant design projects; assists in the negotiating of staff hours and units for Consultant design projects, when necessary; assists with the development of Requests for Proposals (RFP) for non- conventional bid projects; provides structural engineering support to CFX and Consultant staff in areas of structure plans, analysis and design; identifies and solves complex structural engineering issues. Provides input to the project manager regarding potential policy manual and design standard revisions; manages time and coordinates home office reviews and resources to meet project schedules; and attends project meetings, field reviews, and other project-related functions and debriefs others as necessary.

2.3.4 UTILITY COORDINATOR

A minimum of four (4) years of experience performing utility coordination in accordance with CFX standards, policies, and procedures. Qualifications include the ability to oversee utility coordination by the design consultants. Review utility documents and submittals including mark ups, utility work schedules and utility plans. Provide feedback and direction as needed to complete the utility coordination process. Oversee the preparation of utility certification packages to meet project production schedules; process encumbrances for reimbursable utility work.

2.3.5 ROADWAY ENGINEER

Eight (8) years minimum roadway design experience, Professional Engineer Registration in Florida required, five (5) years minimum CFX or FDOT roadway design experience. Qualifications include the ability to review of project submittals including Design-Build (DB) and traditional Design-Bid-Build. Confirm compliance with CFX and FDOT design criteria and Standards. Provide review comments and confirm compliance to comments with responses and subsequent submittals. Advise the Project Manager of review workload, review issues, and developing trends in submittals; and assist in the preparation of units and staff hour estimates and review Scope of Services prior to negotiations for original contract and Supplemental Agreements. This position shall be located in the Proposer's Central Florida office.

2.3.6 SURVEYING AND MAPPER

Florida Surveyor and Mapper License in accordance with Chapter 472, Florida Statutes with eight (8) years' experience. Must have at least five (5) years of FDOT RW mapping or location experience. Include support, coordination, review and preparation of reports, deeds, documents agreements, and plans as requested. Also includes the participation of in-house production and QA review as needed to follow CFX Policy and protocol; performs contract administration duties including preparation of scope of services, preliminary estimates, assist in negotiations and invoice reviews. Provides technical support to consultant survey staff and monitors consultants' adherence to survey scopes pertaining to quantity, quality, and schedule. Includes coordinating and review of office and field information for the preparation of surveys; and direct, guide consultant surveyors on the gathering, processing, analyzing and displaying of raw field data utilizing FDOT pre-approved electronic survey gathering instrumentation and computer programs.

2.3.7 LIGHTING ENGINEER

Eight (8) years minimum electrical/lighting design experience, Professional Electrical Engineer Registration in Florida required, three (3) years minimum CFX or FDOT design experience. Qualifications include the ability to coordinate, manage and review the development of conceptual, preliminary and final lighting design plans; review plans, specifications and inspection reports in accordance with CFX requirements; review quantity estimates and cost estimates for proposed lighting/electrical work; prepare and manage staff hour estimates, concept reports and project scopes; assist in the supervision, scheduling, and checking of work of project team members and work closely with other disciplines on multi-discipline projects; perform field investigations and inspections and evaluate existing conditions of electrical Lighting facilities; provide general technical support and assist in development of Lighting electrical criteria for design projects; assist in performing post-design oversight such as shop drawing overviews and construction requests for information; manage home office support task assignments as requested; and provide general electrical/lighting expertise as needed.

2.3.8 TRAFFIC ENGINEER

Eight (8) years minimum traffic design experience, Professional Engineer Registration in Florida required, three (3) years minimum CFX or FDOT design experience. Qualifications include the ability to coordinate, manage and review the development of conceptual,

preliminary and final traffic engineering designs such as signing and pavement markings and traffic signals; prepare and manage staff hour estimates, concept reports and project scopes; prepare plans, specifications and inspection reports; calculate quantity estimates in connection with the traffic aspects of road construction; assist in the supervision, scheduling, and checking of work of project team members and work closely with other disciplines on multi-discipline projects; perform field investigations and inspections and evaluate existing conditions on signing, pavement marking, and traffic signals; and provide general technical support and assist in development of traffic engineering criteria for design projects. This position shall be located in the Proposer's Central Florida office.

2.3.9 LANDSCAPE ARCHITECT

A Bachelor's Degree in Landscape Architecture from an accredited university with ten to fifteen (10-15) years of experience. Qualifications include graphic design abilities both for drawing and visual presentations; hardscape design and construction field experience; landscape design and construction field experience; Roadway specific landscape design experience; project management and project programming experience; project budgeting; well versed in CFX or FDOT roadway plan documents and guidelines; extensive use or understanding of CADD programs; and ability to communicate effectively in English (verbally and in writing) and to large groups of people.

2.4 MULTIMODAL/TRANSIT

2.3.1 MULTIMODAL/TRANSIT ENGINEER/PLANNER

A Bachelor's Degree in Planning, Civil Engineering or related field from an accredited university with eight to ten (8-10) years of experience in multimodal and/or transit related projects. Registered in the State of Florida as Professional Engineer (or if registered in another state, the ability to obtain registration in the State of Florida within six months) Qualifications include the ability to provide guidance to CFX staff on conceptual planning, analysis of future demand for transportation facilities and final design elements relating to multimodal/transit type projects. Must also possess the ability to communicate effectively in English (verbally and in writing) and to large groups of people.

CONSENT AGENDA ITEM
#4

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*
Director of Procurement

DATE: October 23, 2024

SUBJECT: Approval of Supplemental Agreement No. 6 with
Kimley-Horn & Associates, Inc. for Design Consultant Services for
CR 532 Widening from Old Lake Wilson Road to US 17/92
Project No. 538-235A, Contract No. 001649

Board approval of Supplemental Agreement No. 6 with Kimley-Horn & Associates, Inc. in the amount of $83,118.76 is requested. The original contract was for five years with five one-year renewals.

The work to be performed includes additional signal, traffic control and structural design services.

Original Contract	$3,700,000.00
Supplemental Agreement No. 1	$ 0.00
Supplemental Agreement No. 2	$ 0.00
Supplemental Agreement No. 3	$ 0.00
Supplemental Agreement No. 4	$ 97,015.55
Supplemental Agreement No. 5	$ 0.00
Supplemental Agreement No. 6	$ 83,118.76
Total	$3,880,134.31

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

Reviewed by: *David V. Falk*
David Falk, PE
Manager of Engineering

Glenn Pressimone
Glenn Pressimone, PE
Chief of Infrastructure

Project 538-235A
Contract 001649

SUPPLEMENTAL AGREEMENT NO. 6

TO

AGREEMENT FOR PROFESSIONAL SERVICES

FINAL DESIGN

CR 532 Widening from Old Lake Wilson Road to US 17/92

THIS SUPPLEMENTAL AGREEMENT NO. 6 TO AGREEMENT FOR PROFESSIONAL SERVICES FINAL DESIGN ("Supplemental Agreement") is made and entered into 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 KIMLEY-HORN AND ASSOCIATES, INC., a North Carolina 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 August 30, 2021, as amended or supplemented by that certain Supplemental Agreement No. 2 between CFX and CONSULTANT dated August 17, 2022, as amended or supplemented by that certain Supplemental Agreement No. 3 between CFX and CONSULTANT dated May 4, 2023, as amended or supplemented by that certain Supplemental Agreement No. 4 between CFX and CONSULTANT dated October 12, 2023, and as amended or supplemented by that certain

Supplemental Agreement No. 5 between CFX and CONSULTANT dated June 11, 2024 (collectively, "Agreement"); and

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

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

1. CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant's September 11, 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 $88,883.95 to $2,416,536.99.
    b. The Direct Expenses - Lump Sum (Prime) remains unchanged at $6,595.15.
    c. The Direct Expenses - Limiting Amount (Prime) remains unchanged at $1,185.25.
    d. The Subcontract Items remains unchanged at $1,455,816.92.
    e. The Allowance is adjusted downward by $5,765.19 to $0.00.
    f. The Total Maximum Limiting Amount is adjusted upward by $83,118.76 to $3,880,134.31.

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 have made and executed this Supplemental Agreement: CENTRAL FLORIDA EXPRESSWAY AUTHORITY, signing by and through its Director of Procurement, authorized to execute same by Board action on the 14th day of November, 2024, and KIMLEY-HORN AND ASSOCIATES, INC. signing through its Vice President, duly authorized to execute same.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____ Date: _____

Print Name: _____ Title: _____

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____ Date: 10/22/2024

Print Name: Hao Chau Title: Vice President

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

By: Angela J. Wallace Digitally signed by Angela J. Wallace Date: 2024.10.23 08:10:06 -04'00' Date: October 23, 2024

Print Name: Angela J. Wallace Title: General Counsel

Dewberry

MEMORANDUM

Date: September 12, 2024

To: David Falk, PE CFX Manager of Engineering

From: Carnot Evans, PE

Subject: Design Consultant Services - Contract 001649
CFX Project No. 538-235A-20
CR 532 Widening from Lake Wilson Road to US 17/92
Supplemental Agreement No. 6

Comments:

I have reviewed the fee sheet and scope of services submitted by Kimley-Horn and Associates, Inc. provided via email on September 11, 2024 for the CR 532 Widening from Lake Wilson Road to US 17/92 PD&E Study and Design project. This requested contract is to provide additional contract time, signal design, traffic control design, and structural design above what was included in the original scope of services.

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

$	0.00	Additional fee for Kimley-Horn as Prime for Part A
$	0.00	Additional Total Subconsultant Fees for Part A
$	0.00	Total Additional Fees for Part A
$	88,883.95	Additional fee for Kimley-Horn as Prime for Part B (Design)
$	0.00	Total Additional Subconsultant Fees for Part B
$	88,883.95	Total Additional Fees for Part B
$	88,883.95	Additional fee for Kimley-Horn as Prime Total Parts A&B
$	0.00	Total Reduction of Subconsultant Fees Total Parts A&B
$	88,883.95	Total Additional Requested Contract Amount

The total staff hours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this agreement in the amount of $88,883.95.

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

cc:

Keith Jackson, PE Dewberry
File

Kimley»Horn

149800003

September 11, 2024

Project: 538-235A CR 532

David Falk, P.E.
Manager of Engineering
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

RE: CR 532 from Lake Wilson Road to US 17/92
Supplemental Agreement No. 6 Proposal
CFX 538-235A (Contract No. 001649)

Dear Mr. Falk,

Enclosed you will find Kimley-Horn's final Supplemental Agreement No. 6 proposal for the CR 532 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.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Hao Chau, P.E.
Project Manager

Direct: (407) 427-1697
Mobile: (407) 797-3745
Hao.Chau@kimley-horn.com

Central Florida Expressway Authority (CFX)

SCOPE OF SERVICES

SUPPLEMENTAL AGREEMENT NO. 6

CR 532 WIDENING
(Lake Wilson Road to US 17/92)

Contract No. 001649
Project No. 538-235A

August 2024

B.2.1 Project General and Roadway (Activities 3, 4 and 5)

Activity 3.4 Contract Maintenance and Project Documentation - Required for extension of contract time

Activity 3.6 Prime Consultant Project Manager Meetings - Required for extension of contract time, coordination with Kinder Morgan, Kissimmee Utility Authority (KUA), Duke Energy Transmission and CSXT, and coordination with Osceola County and Polk County for additional driveway connection and temporary signal at Old Lake Wilson Road.

Activity 4.5 Horizontal/Vertical Master Design Files – Required for evaluation and addition of driveway connection between Country Mouse Circle and Old Lake Wilson Road. Includes driveway elevations and definition of Temporary Construction Easement.

Activity 4.9 Cross Section Design Files - Required for evaluation and addition of driveway connection between Country Mouse Circle and Old Lake Wilson Road. Includes driveway elevations and definition of Temporary Construction Easement.

Activity 4.11 Master TTCP Design Files – Required for temporary signal

Activity 4.22 Technical Meetings – Required for additional driveway connection and temporary signal.

Activity 5.2 Summary of Pay Items Including Quantity Input - Required for additional driveway connection and temporary signal.

Activity 5.4 General Notes/Pay Item Notes - Required for sheet updates based on Kinder Morgan Design

Activity 5.5 Summary of Quantities - Required for additional driveway connection and temporary signal.

Activity 5.7 Plan/Profile Sheet - Required for additional driveway connection

Activity 5.18 Cross Sections - Required for additional driveway connection

Activity 5.19 Temporary Traffic Control Plan Sheets – Required for temporary signal

Activity 5.22 Utility Adjustment Sheets – Required for sheet updates based on Kinder Morgan Design

B.2.5 Structures (Activities 9 – 18)

Activity 9.12 Technical Meetings - Required for temporary signal

Activity 9.16 Coordination - Coordination with roadway, signals and geotech to verify grades and elevations for vertical clearance, assist in final pole location and verify required soil properties

Activity 18.6 Concrete Strain Poles – Required for temporary signal

Activity 18.7 Concrete Strain Poles – Required for temporary signal

B.2.7 Signalization (Activities 21 & 22)

Activity 21.5 Reference and Master Signalization Design File – Required for revision of signal design for Old Lake Wilson Road due to the developer led temporary strain pole design no longer being proposed. Features that were existing on the signal plans such as signal cabinet and power service location will need to be proposed.

Activity 21.6 Reference and Master Interconnect Communication Design File – Required for revision of interconnect design to propose a splice vault and fiber connection to the signal cabinet at Old Lake Wilson Road.

Activity 21.10 Quantities – Required for quantity updates for proposed splice vault, power service location, and signal cabinet features due to the temporary strain pole design no longer being proposed.

Activity 21.15 Technical Meetings – Required for power service coordination meeting with Duke Energy and Osceola County for power service at the Old Lake Wilson intersection for final submittal.

Activity 22.3 Tabulation of quantities – Required for updates to tabulation of quantities sheet for proposed signal cabinet features, power service items, and splice vault.

Activity 22.6 Interconnect Plans - Required for revision of plans for proposed cabinet, splice vault, and fiber connection.

Activity 22.9 Special Details - Required for modifying splice details for proposed cabinet, splice vault, and fiber connection.

Activity 22.13 TTCP Signal – Temporary signal at Old Lake Wilson Road

Project 538-235A
Contract 001649

SUPPLEMENTAL AGREEMENT NO. 5

TO

AGREEMENT FOR PROFESSIONAL SERVICES

FINAL DESIGN

CR 532 Widening from Old Lake Wilson Road to US 17/92

THIS SUPPLEMENTAL AGREEMENT NO. 5 TO AGREEMENT FOR PROFESSIONAL SERVICES FINAL DESIGN ("Supplemental Agreement") is made and entered into 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 KIMLEY-HORN AND ASSOCIATES, INC., a North Carolina 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 August 30, 2021, as amended or supplemented by that certain Supplemental Agreement No. 2 between CFX and CONSULTANT dated August 17, 2022, as amended or supplemented by that certain Supplemental Agreement No. 3 between CFX and CONSULTANT dated May 4, 2023, and as amended or supplemented by that certain Supplemental Agreement No. 4 between CFX and CONSULTANT dated October 12, 2023 (collectively, "Agreement"); and

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

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

1. CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant's April 22, 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 $9,231.28 to $2,327,653.04.
    b. The Direct Expenses - Lump Sum (Prime) remains unchanged at $6,595.15.
    c. The Direct Expenses - Limiting Amount (Prime) remains unchanged at $1,185.25.
    d. The Subcontract Items remains unchanged at $1,455,816.92.
    e. The Allowance is adjusted downward by $9,231.28 to $5,765.19.
    f. The Total Maximum Limiting Amount remains unchanged at $3,797,015.55.
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 written below.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____ Date: 6/11/2024

Print Name: Aneth Williams Title: Director of Procurement

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____ Date: 6/10/2024

Print Name: Hao Chau Title: Vice President

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

By: Angela J. Wallace Digitally signed by Angela J. Wallace Date: 2024.06.11 07:59:56 -04'00' Date: June 11, 2024

Print Name: Angela J. Wallace Title: General Counsel

Exhibit "A"

Dewberry

MEMORANDUM

Date: June 6, 2024

To: Dana Chester, PE CFX Director of Engineering

From: Carnot Evans, PE

Subject: Design Consultant Services - Contract 001649
CFX Project No. 538-235A-20
CR 532 Widening from Lake Wilson Road to US 17/92
Supplemental Agreement No. 5

Comments:

I have reviewed the fee sheet and scope of services submitted by Kimley-Horn and Associates, Inc. provided via email on April 22, 2024 for the CR 532 Widening from Lake Wilson Road to US 17/92 PD&E Study and Design project. This requested contract is to provide additional contract time, lighting design, drainage design, and utility coordination above what was included in the original scope of services.

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

$ (18,964.35)	Reduction of fee for Kimley-Horn as Prime for Part A
$ 0.00	Reduction of Total Subconsultant Fees for Part A
$ (18,964.35)	Total Reduction of Fees for Part A
$ 28,195.63	Additional fee for Kimley-Horn as Prime for Part B (Design)
$ 0.00	Total Additional Subconsultant Fees for Part B
$ 28,195.63	Total Additional Fees for Part B
$ 9,231.28	Additional fee for Kimley-Horn as Prime Total Parts A&B
$ 0.00	Total Reduction of Subconsultant Fees Total Parts A&B
$ 9,231.28	Total Additional Requested Contract Amount

The total staff hours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this agreement in the amount of $9,231.28.

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

cc:

Keith Jackson, PE Dewberry
File

Kimley»Horn

149800003

April 22, 2024

Project: 538-235A CR 532

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

RE: CR 532 from Lake Wilson Road to US 17/92
Supplemental Agreement No. 5 Proposal
CFX 538-235A (Contract No. 001649)

Dear Mr. Chester,

Enclosed you will find Kimley-Horn's final Supplemental Agreement No. 5 proposal for the CR 532 project in the amount of $28,195.63. We are requesting to move $18,964.35 of Kimley-Horn fee from Part A to Part B. The additional fee is $9,231.28 to cover the Supplemental Agreement.

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.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Hao Chau, P.E.
Project Manager

Direct: (407) 427-1697
Mobile: (407) 797-3745
Hao.Chau@kimley-horn.com

Exhibit "A"

Central Florida Expressway Authority (CFX)

SCOPE OF SERVICES

SUPPLEMENTAL AGREEMENT NO. 5

CR 532 WIDENING
(Lake Wilson Road to US 17/92)

Contract No. 001649
Project No. 538-235A

March 2024

B.2.1 Project General and Roadway (Activities 3, 4 and 5)

Activity 3.6 Prime Consultant Project Manager Meetings - Required for coordination with Toho Water Authority (TWA), Kissimmee Utility Authority (KUA), Kinder Morgan, and Duke Energy. Coordination with Osceola County and Polk County for adjacent site development access and temporary signal at Old Lake Wilson Road.

Activity 4.5 Horizontal/Vertical Master Design Files – Required for revision of adjacent site developments access.

Activity 4.9 Cross Section Design Files - Required for addition of concrete ditch pavement based on coordination with TWA.

Activity 5.7 Plan/Profile Sheet - Required for revision of adjacent site developments access.

Activity 5.18 Cross Sections - Required for addition of concrete ditch pavement based on coordination with TWA.

Activity 5.22 Utility Adjustment Sheets – Required for sheet updates based on updated design from TWA, KUA, Kinder Morgan and Duke Energy.

B.2.8 Lighting (Activities 23 & 24)

Activity 23.2 Lighting Design Analysis Report – Photometric analysis required revisions based on proposed locations of relocated Duke Energy overhead electric poles. The proposed lighting system will be mounted on Duke overhead electric infrastructure. Duke Energy confirmed the final relocation coordinates after the 100% submittal.

Activity 23.5 Reference and Master Lighting Design File – Required revision of lighting design reference files to reflect the confirmed location of Duke Energy overhead electric infrastructure and proposed light fixtures.

Activity 24.5 Pole Data and Legend – Required for updates to pole station and offset tables for proposed lighting adjustments.

Activity 24.8 Plan sheets – Required for updates to proposed lighting plan sheets to reflect adjusted proposed light pole locations. Duke Energy confirmed the final relocation coordinates after the final submittal

Project 538-235A
Contract 001649

SUPPLEMENTAL AGREEMENT NO. 4

TO

AGREEMENT FOR PROFESSIONAL SERVICES

FINAL DESIGN

CR 532 Widening from Old Lake Wilson Road to US 17/92

THIS SUPPLEMENTAL AGREEMENT NO. 4 TO AGREEMENT FOR PROFESSIONAL SERVICES FINAL DESIGN ("Supplemental Agreement") is made and entered into this this 12th day of October, 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 KIMLEY-HORN AND ASSOCIATES, INC., a North Carolina 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 August 30, 2021, as amended or supplemented by that certain Supplemental Agreement No. 2 between CFX and CONSULTANT dated August 17, 2022, and as amended or supplemented by that certain Supplemental Agreement No. 3 between CFX and CONSULTANT dated May 4, 2023 (collectively, "Agreement"); and

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

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

1. CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant's September 13, 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 $96,939.55 to $2,318,421.76.
    b. The Direct Expenses - Lump Sum (Prime) are adjusted upward by $76.00 to $6,595.15.
    c. The Direct Expenses - Limiting Amount (Prime) remains unchanged at $1,185.25.
    d. The Subcontract Items remain unchanged at $1,455,816.92.
    e. The Allowance remains unchanged at $14,996.47.
    f. The Total Maximum Limiting Amount is adjusted upward by $97,015.55 to $3,797,015.55.

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: _____

Print Name: Aneth Williams

Title: Director of Procurement

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____

Print Name: Hao Chau

Title: Vice President

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

By: _____

Print Name: Laura L. Kelly

Title: Associate General Counsel

Dewberry

MEMORANDUM

Date: September 13, 2023

To: Dana Chester, PE CFX Director of Engineering

From: Carnot Evans, PE

Subject: Design Consultant Services - Contract 001649
CFX Project No. 538-235A
CR 532 Widening from Lake Wilson Road to US 17/92
Supplemental Agreement No. 4

Comments:

I have reviewed the fee sheet and scope of services submitted by Kimley-Horn and Associates, Inc. provided via email on September 13, 2023 for the CR 532 Widening from Lake Wilson Road to US 17/92 PD&E Study and Design project. This requested contract is to provide additional contract time, railroad coordination, and utility coordination above what was included in the original scope of services.

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

$ 0.00	Additional fee for Kimley-Horn as Prime for Part A (PD&E Study)
$ 0.00	Total Additional Subconsultant Fees for Part A
$ 0.00	Total Additional Fees for Part A
$ 97,015.55	Additional fee for Kimley-Horn as Prime for Part B (Design)
$ 0.00	Total Additional Subconsultant Fees for Part B
$ 97,015.55	Total Additional Fees for Part B
$ 97,015.55	Additional fee for Kimley-Horn as Prime Total Parts A&B
$ 0.00	Total Additional Subconsultant Fees Total Parts A&B
$97,015.55	Total Additional Requested Contract Amount

The total staff hours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this agreement in the amount of $97,015.55.

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

cc:

Keith Jackson, PE Dewberry
File

Kimley»Horn

149800003

September 13, 2023

Project: 538-235A CR 532

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

RE: CR 532 from Lake Wilson Road to US 17/92
Supplemental Agreement No. 4 Proposal
CFX 538-235A (Contract No. 001649)

Dear Mr. Chester,

Enclosed you will find Kimley-Horn's final Supplemental Agreement No. 4 proposal for the CR 532 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.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Hao Chau, P.E.
Project Manager

Direct: (407) 427-1697
Mobile: (407) 797-3745
Hao.Chau@kimley-horn.com

Central Florida Expressway Authority (CFX)

SCOPE OF SERVICES

SUPPLEMENTAL AGREEMENT NO. 4

CR 532 WIDENING
(Lake Wilson Road to US 17/92)

Contract No. 001649
Project No. 538-235A

September 2023

B.2.1 Project General and Roadway (Activities 3, 4 and 5)

Activity 3.4 Contract Maintenance and Project Documentation - Required for extension of contract time

Activity 3.6 Prime Consultant Project Manager Meetings - Required for extension of contract time, coordination with Toho Water Authority (TWA) and Kissimmee Utility Authority (KUA) and pre-bid submittal.

Activity 3.13 Other Project General Tasks – Required for preparation, submittal and response to comments for pre-bid submittal.

Activity 4.5 Horizontal/Vertical Master Design Files – Required for revision of shared use path based on coordination with TWA.

Activity 4.9 Cross Section Design Files - Required for revision of shared use path based on coordination with TWA.

Activity 4.22 Technical Meetings – Required for phase review meeting for pre-bid submittal.

Activity 5.7 Plan/Profile Sheet - Required for revision of shared use path based on coordination with TWA.

Activity 5.18 Cross Sections - Required for revision of shared use path based on coordination with TWA.

Activity 5.22 Utility Adjustment Sheets – Required for sheet updates based on updated design from KUA and TWA

Activity 5.27 Utility Verification Sheet(s) (SUE Data) – Required for SUE sheet updates based on additional test holes requested by KUA, TWA and Kinder Morgan.

B.2.2 Drainage (Activities 6a and 6b)

Activity 6a.4 Design of Cross Drains – Required for revision of cross drain to accommodate KUA gas line.

Activity 6a.5 Design of Ditches – Required for revision of ditch to accommodate KUA gas line.

Activity 6a.9 Design of Storm Drains – Required for revision of drainage structures to accommodate KUA gas lines and TWA water and sewer lines.

Activity 6a.23 Technical Meetings - Required for phase review meeting for pre-bid submittal.

Activity 6b.5 Drainage Structure Sheet(s) (Per Structure) – Required for revision of cross drain and drainage structures to accommodate KUA gas lines and TWA water and sewer lines.

B.2.7 Signalization (Activities 21 & 22)

Activity 21.5 Reference and Master Signalization Design File – Required for revision of signal design for Old Lake Wilson Road due to developer led temporary strain pole design and power service relocation to south side of roadway per coordination with the County and Duke Energy.

Activity 21.6 Reference and Master Interconnect Communication Design File – Required for revision of fiber run to south side of roadway per coordination with County.

Activity 21.10 Quantities – Required for quantity updates for interconnect and power service relocations per coordination with the County and Duke Energy.

Activity 21.13 Other Signalization Analysis – Required for review of developer led temporary strain pole design at Old Lake Wilson Road from the County.

Activity 21.15 Technical Meetings – Required for power service coordination meetings with the County and Duke Energy to switch locations to the south side of the roadway and phase review meeting for pre-bid submittal.

Activity 22.3 Tabulation of quantities – Required for updates to tabulation of quantities sheets for interconnect and power service relocations per coordination with the County and Duke Energy.

Activity 22.5 Plan Sheet - Required for revision of signal design for Old Lake Wilson Road due to developer led temporary strain pole design and power service relocation to south side of roadway per coordination with the County and Duke Energy.

Activity 22.6 Interconnect Plans - Required for revision of fiber run to south side of roadway per coordination with County.

Activity 22.13 TTCP Signal – Required for one (1) temporary pedestal mounted signal at Old Lake Wilson Road.

B.33 Intelligent Transportation Systems Analysis (Activities 33 & 34)

Activity 33.5 Voltage Drop Calculations – Required for 2 service point location changes for power service relocation to south side of roadway per coordination with the County and Duke Energy.

Activity 33.6 Design Documentation – Required for CCTV coverage verification for 2 CCTV camera relocations to the south side of roadway per coordination with the County and Duke Energy.

Activity 33.9 Reference and Master ITS Design File - Required for 2 CCTV camera relocations due to fiber and power service location move to south side per coordination with the County and Duke Energy.

Activity 33.11 Pole Elevation Analysis – Required for 2 CCTV camera relocations due to fiber and power service location move to south side per coordination with the County and Duke Energy.

Activity 33.13 Quantities – Required for 2 CCTV camera relocations due to fiber and power service location move to south side per coordination with the County and Duke Energy.

Activity 34.7 Plan Sheet - Required for 2 CCTV camera relocations due to fiber and power service location move to south side per coordination with the County and Duke Energy.

Activity 34.9 Fiber Optic Splice Diagrams – Required for 2 locations (Old Lake Wilson Road and 1 cabinet at interchange) and 3 CCTV cameras due to relocation of fiber to south side of the roadway per coordination with the County and Duke Energy.

Activity 34.11 Cross Sections - Required for 2 CCTV camera relocations due to fiber and power service location move to south side per coordination with the County and Duke Energy.

Project 538-235A
Contract 001649

SUPPLEMENTAL AGREEMENT NO. 3

TO

AGREEMENT FOR PROFESSIONAL SERVICES

FINAL DESIGN

CR 532 from Old Lake Wilson Road to US 17/92

THIS SUPPLEMENTAL AGREEMENT NO. 3 TO AGREEMENT FOR PROFESSIONAL SERVICES FINAL DESIGN ("Supplemental Agreement") is made and entered into this 4th day of May, 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 KIMLEY-HORN AND ASSOCIATES, INC., a North Carolina 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 supplemental by that certain Supplemental Agreement No. 1 between CFX and CONSULTANT dated August 30, 2021, as amended or supplemental by that certain Supplemental Agreement No. 2 between CFX and CONSULTANT dated August 17, 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

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

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

1. CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant's April 10, 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 $121,985.85 to $2,221,482.21.
    b. The Direct Expenses - Lump Sum (Prime) remains unchanged at $7,704.40.
    c. The Subcontract Items are adjusted upward by $10,840.75 to $1,455,816.92 as follows:
        - Inwood Consulting Engineers $10,840.75
    d. The Allowance is adjusted downward by $132,826.60 to $14,996.47.
    e. The Total Maximum Limiting Amount remains unchanged at $3,700,000.00.
3. All provisions of said Agreement, or any amendments or supplements thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and the Agreement, or any existing supplements or

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

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

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Date: 2023.05.04 08:29:29 -04'00'
Aneth Williams, Director of Procurement

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____
Print Name: Hao Chau, P.E.
Title: Vice President

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

By: Laura Newlin Kelly Digitally signed by Laura Newlin Kelly Date: 2023.05.03 11:10:28 -04'00'
Diego "Woody" Rodriguez
General Counsel

Dewberry

MEMORANDUM

Date: April 11, 2023

To: Dana Chester, PE CFX Director of Engineering

From: Carnot Evans, PE

Subject: Design Consultant Services - Contract 001649
CFX Project No. 538-235A
CR 532 Widening from Lake Wilson Road to US 17/92
Supplemental Agreement No. 3

Comments:

I have reviewed the fee sheet and scope of services submitted by Kimley-Horn and Associates, Inc. provided via email on April 10, 2023 for the CR 532 Widening from Lake Wilson Road to US 17/92 PD&E Study and Design project. This requested contract is to provide additional contract time and utility coordination above what was included in the original scope of services.

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

$	0.00	Additional fee for Kimley-Horn as Prime for Part A (PD&E Study)
$	0.00	Total Additional Subconsultant Fees for Part A
$	0.00	Total Additional Fees for Part A
$	121,985.85	Additional fee for Kimley-Horn as Prime for Part B (Design)
$	10,840.75	Total Additional Subconsultant Fees for Part B
$	132,826.60	Total Additional Fees for Part B
$	121,985.85	Additional fee for Kimley-Horn as Prime Total Parts A&B
$	10,840.75	Total Additional Subconsultant Fees Total Parts A&B
$	132,826.60	Total Additional Requested Contract Amount

The total staff hours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this agreement in the amount of $132,826.60.

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

cc:

Keith Jackson, PE Dewberry
File

Kimley»Horn

149800003

April 10, 2023

Project: 538-235A CR 532

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

RE: CR 532 from Lake Wilson Road to US 17/92
Supplemental Agreement No. 3 Proposal
CFX 538-235A (Contract No. 001649)

Dear Mr. Falk

Enclosed you will find Kimley-Horn's final Supplemental Agreement No. 3 proposal for the CR 532 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.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Fred Burkett, P.E.
Project Manager

Direct: 407-3427-1615
Mobile: 407-312-4822
fred.burkett@kimley-horn.com

Central Florida Expressway Authority (CFX)

SCOPE OF SERVICES

SUPPLEMENTAL AGREEMENT NO. 3

CR 532 WIDENING
(Lake Wilson Road to US 17/92)

Contract No. 001649
Project No. 538-235A

April 2023

B.2.1 Project General (Activity 3)

Activity 3.4 Contract Maintenance and Project Documentation - Required for extension of contract time

Activity 3.6 Prime Consultant Project Manager Meetings - Required for extension of contract time and coordination with Toho Water Authority (TWA) and Kissimmee Utility Authority (KUA)

B.2.3 Utilities Coordination (Activity 7)

Required for extension of contract time.

The CONSULTANT is responsible to certify that all necessary arrangements for utility work on this project have been made and will not conflict with the physical construction schedule. The CONSULTANT should coordinate with CFX and COUNTY personnel to coordinate transmittals to Utility Companies and meet production schedules.

The CONSULTANT may employ more than one individual or utility engineering consultant to provide utility coordination and engineering design expertise. The CONSULTANT shall identify a dedicated person responsible for managing all utility coordination activities. This person shall be contractually referred to as the Utility Coordination Manager and shall be identified in the CONSULTANT proposal.

The Utility Coordination Manager shall be responsible for managing all utility coordination, including the following:

- Assuring that Utility Coordination and accommodation is in accordance to the FDOT and AASHTO standards, policies, procedures, and design criteria.
- Assisting the engineer of record in identifying all existing utilities and coordinating any new installations. Assisting the Engineer of Record with resolving utility conflicts.
- Scheduling and performing utility coordination meetings, keeping and distribution of minutes/action items of all utility meetings, and ensuring expedient follow-up on all unresolved issues.
- Distributing all plans, conflict matrixes and changes to affected utility owners and making sure this information is properly coordinated and documented.
- Identifying and coordinating the completion of any COUNTY or utility owner agreement that is required for reimbursement, or accommodation of the utility facilities associated with the project.
- Review and certify that all Utility Work Schedules are correct and in accordance with CFX and COUNTY standards, policies, and procedures.
- Prepare, review and process all utility related reimbursable paperwork inclusive of betterment and salvage determination.

Project 538-235A
Contract 001649

SUPPLEMENTAL AGREEMENT NO. 2

TO

AGREEMENT FOR PROFESSIONAL SERVICES

FINAL DESIGN

CR 532 from Old Lake Wilson Road to US 17/92

THIS SUPPLEMENTAL AGREEMENT NO. 2 TO AGREEMENT FOR PROFESSIONAL SERVICES FINAL DESIGN ("Supplemental Agreement") is made and entered into this 17TH day of August, 2022, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called "CFX", and the consulting firm of KIMLEY-HORN AND ASSOCIATES, INC., a North Carolina 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 supplemental by that certain Supplemental Agreement No. 1 between CFX and CONSULTANT dated August 30, 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 the services outlined in the Scope of Services, as defined in the Agreement, and attached to the Agreement as Exhibit "A", the compensation to be paid to the

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

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

1. CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant's June 03, 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 remains unchanged at $2,099,496.36
    b. The Direct Expenses - Lump Sum (Prime) remains unchanged at $7,704.40.
    c. The Subcontract Items are adjusted upward by $25,588.70 to $1,444,976.17 as follows:
        - The Balmoral Group $25,588.70
    d. The Allowance is reduced by $25,588.70 to $147,823.07.
    e. The Total Maximum Limiting Amount remains unchanged at $3,700,000.00.
3. All provisions of said Agreement, or any amendments or supplements thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and the Agreement, or any existing supplements or amendments thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

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

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Date: 2022.08.17 11:31:30 -04'00'
Aneth Williams, Director of Procurement

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____
Print Name: Hao Chau
Title: Vice President

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

By: Laura Newlin Kelly Digitally signed by Laura Newlin Kelly Date: 2022.08.17 11:23:08 -04'00'
Diego "Woody" Rodriguez
General Counsel

EXHIBIT A

Dewberry

MEMORANDUM

Date: June 14, 2022

To: Dana Chester, PE CFX Director of Engineering

From: Carnot Evans, PE CWE

Subject: Design Consultant Services - Contract 001649
CFX Project No. 538-235A
CR 532 Widening from Lake Wilson Road to US 17/92
Supplemental Agreement No. 2

Comments:

I have reviewed the fee sheet and scope of services submitted by Kimley-Horn and Associates, Inc. provided via email on June 3, 2022 for the CR 532 Widening from Lake Wilson Road to US 17/92 PD&E Study and Design project. This requested contract is to provide additional drainage design services not included in the original scope of services.

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

$	0.00	Additional fee for Kimley-Horn as Prime for Part A (PD&E Study)
$	0.00	Total Additional Subconsultant Fees for Part A
$	0.00	Total Additional Fees for Part A
$	0.00	Additional fee for Kimley-Horn as Prime for Part B (Design)
$	25,588.70	Total Additional Subconsultant Fees for Part B
$	25,588.70	Total Additional Fees for Part B
$	0.00	Additional fee for Kimley-Horn as Prime Total Parts A&B
$	25,588.70	Total Additional Subconsultant Fees Total Parts A&B
$	25,588.70	Total Additional Requested Contract Amount

The total staff hours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this agreement in the amount of $25,588.70.

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

cc:

Keith Jackson, PE Dewberry
File

Kimley»Horn

149800003

June 3, 2022

Project: 538-235A CR 532

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

RE: CR 532 from Lake Wilson Road to US 17/92
Supplemental Agreement No. 2 Proposal
CFX 538-235A (Contract No. 001649)

Dear Mr. Chester

Enclosed you will find Kimley-Horn's final Supplemental Agreement No. 2 proposal for the CR 532 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.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Fred Burkett

Fred Burkett, P.E.
Project Manager

Direct: 407-3427-1615
Mobile: 407-312-4822
fred.burkett@kimley-horn.com

Central Florida Expressway Authority (CFX)

SCOPE OF SERVICES

SUPPLEMENTAL AGREEMENT NO. 2

CR 532 WIDENING
(Lake Wilson Road to US 17/92)

Contract No. 001649
Project No. 538-235A

June 2022

B.6a DRAINAGE ANALYSIS

The CONSULTANT shall analyze and document Drainage Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

The CONSULTANT shall be responsible for designing a drainage and stormwater management system. All design work shall comply with the requirements of the appropriate regulatory agencies and the FDOT Drainage Manual.

The CONSULTANT shall coordinate fully with the appropriate permitting agencies and CFX and COUNTY staff. All activities and submittals should be coordinated through the CFX and the COUNTY. The work will include the engineering analyses for any or all of the following:

B.6a.1 Drainage Map Hydrology – N/A

B.6a.2 Base Clearance Calculations

Analyze, determine, and document high water elevations near 17-92 which will be used to set roadway profile grade and roadway materials. Determine surface water elevations at cross drains, floodplains, outfalls and adjacent stormwater ponds. Determine groundwater elevations at intervals between the above-mentioned surface waters. Document findings in a Base Clearance Section within the Drainage Report.

B.6a.3 Pond Siting Analysis and Report – N/A

B.6a.4 Design of Cross Drains

Analyze the hydraulic design and performance of cross drain west of 17-92 intersection. Existing cross drain to be replaced. Document the design as required. Determine and provide flood data as required.

B.6a.5 Design of Ditches – N/A

B.6a.6 Design of Stormwater Management Facility (Offsite or Infield Pond)

Update stormwater management facility west of 17-92 intersection to meet requirements for stormwater quality treatment, attenuation and aesthetics. Update proposed pond layout (contributing drainage basin, shape, contours, slopes, volumes, tie-ins, aesthetics, etc.), perform routing, pollutant/nutrient loading calculations, recovery calculations, design the outlet control structure and buoyancy calculations for pond liners when necessary.

B.6a.7 Design of Stormwater Management Facility (Roadside Treatment Swales and Linear Ponds) – N/A

B.6a.8 Design of Floodplain Compensation – N/A

B.6a.9 Design of Storm Drains– N/A

B.6a.10 Optional Culvert Material – N/A (County preference is RCP)

B.6a.11 French Drain Systems – N/A

B.6a.11a Existing French Drain Systems – N/A

B.6a.12 Drainage Wells – N/A

B.6a.13 Drainage Design Documentation Report

Update drainage design documentation. Include documentation for all the drainage design tasks and associated meetings and decisions.

B.6a.14 Bridge Hydraulic Report – N/A

B.6a.15 Temporary Drainage Analysis– N/A

B.6a.16 Cost Estimate– N/A

B.6a.17 Technical Special Provisions / Modified Special Provisions– N/A

B.6a.18 Hydroplaning Analysis – N/A

B.6a.19 Existing Permit Analysis – N/A

B.6a.20 Other Drainage Analysis

Perform nutrient removal analysis (pre & post)(TP & TN)

B.6a.21 Noise Barrier Evaluation –N/A

B.6a.22 Field Reviews

B.6a.23 Technical Meetings– N/A

B.6a.24 Environmental Look-Around Meetings– N/A

B.6a.25 Quality Assurance/Quality Control

B.6a.26 Independent Peer Review – N/A

B.6a.27 Supervision

B.6a.28 Coordination

B.6b DRAINAGE PLANS

The CONSULTANT shall update Drainage plan sheets, notes, and details. The plans shall include the following sheets necessary to convey the intent and scope of the project for the purposes of construction.

B.6b.1 Drainage Map– N/A
B.6b.2 Bridge Hydraulics Recommendation Sheets – N/A
B.6b.3 Summary of Drainage Structures– N/A
B.6b.4 Optional Pipe/Culvert Material – N/A
B.6b.5 Drainage Structure Sheet(s) (Per Structure) – N/A

B.6b.6 Miscellaneous Drainage Detail Sheets

B.6b.7 Lateral Ditch Plan/Profile– N/A
B.6b.8 Lateral Ditch Cross Sections– N/A

B.6b.9 Retention/Detention Pond Detail Sheet(s)

B.6b.10 Retention Pond Cross Sections

B.6b.11 Erosion Control Plan Sheet(s) – N/A
B.6b.12 SWPPP Sheet(s) – N/A

B.6b.13 Quality Assurance/Quality Control

B.6b.14 Supervision

538-235A CR 532 Widening from Old Lake Wilson Road to US 17/92
Summary of Unfunded Scope Changes to Date

To: Fred Burkett, P.E.

From: Jennifer Nunn, P.E. (The Balmoral Group)

Date: 4/26/2022

Subject: 538-235A: Summary of Unfunded Scope Changes to Date

The following summary details out-of-scope design changes that are necessary to maintain schedule while providing adequate analysis and reports. As of March 31, 2022, the Balmoral Group has expended approximately 93% of the approved funds available for the contract and appreciates consideration of additional compensation to complete the project. The additional items include providing nutrient analysis per SFWMD direction at pre-application meeting and analysis in the area of US 17/92 after field work uncovered a buried cross drain and pre-development flows were re-established. The nutrient analysis was documented as an out of scope item on the April 2021 progress notes. The cross drain analysis in the area of US 17/92 was discussed at the April 25th, 2022 progress meeting.

1. Nutrient Analysis (April 2021) - Provide calculations and figures to support phosphorous and nitrogen removal for the proposed improvements as compared to the pre-roadway condition. This was confirmed as a requirement by SFWMD during the pre-application meeting, although the nitrogen calculations would by for informational purposes only. At the time, this effort was absorbed by the originally negotiated budget. Effort includes Landuse and EMC figures for pre (historic aerials) and post conditions and associated calculations.

2. Existing Cross Drain EX-8 (April 2022) - Original scope included analysis and replacement of EX-8/CD-8 just west of the US 17/92 intersection. Survey was incomplete in this area and following the Phase II submittal (January 2022) additional field visits were performed by the surveyor and TBG to better understand the existing drainage patterns. Due to the significant difference in observed water elevations on the north and south side of CR 532, it was determined that there was no hydraulic connection in this location and calculations and plans were updated to reflect this condition for the Permit Submittal (April 2022). While

in the area for utility locates, ECHO performed GPR along the north side of CR 532 and discovered the buried existing cross drain endwall. In the process of potholing, the pipe became unclogged and began to discharge flow from south to north. After discussion at the April 25th, 2022 CFX progress meeting, it was decided that the existing cross drain will be replaced with the proposed improvements. Existing and proposed modeling will need to be updated for this change in the conditions. Pond 7 control elevation will be re-evaluated due to the recent re-establishment of the original 1959 conditions. The northern outfall of CD-8 will be regraded as needed and evaluated for ditch pavement to improve future maintenance. Revised analysis includes base clearance documentation at CD-8, cross drain design of CD-8, updates to modeling for Pond 7, update to drainage documentation, field visit, and associated plans production (drainage details, pond detail sheet, pond cross section/earthwork for possible lower control elevation).

Project 538-235A
Contract 001649

SUPPLEMENTAL AGREEMENT NO. 1

TO

AGREEMENT FOR PROFESSIONAL SERVICES

FINAL DESIGN

CR 532 WIDENING FROM OLD LAKE WILSON ROAD TO US 17/92

THIS SUPPLEMENTAL AGREEMENT NO. 1 TO AGREEMENT FOR PROFESSIONAL SERVICES FINAL DESIGN ("Supplemental Agreement") is made and entered into this 30th day of August, 2021, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called "CFX", and the consulting firm of Kimley-Horn and Associates, Inc., a North Carolina 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 the services outlined in the Scope of Services, as defined in the Agreement, and attached to the Agreement as Exhibit "A", the compensation to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon by CFX and the CONSULTANT in this Supplemental Agreement.

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

1. CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant's August 25, 2020 letter to CFX, which is attached hereto as Exhibit "A" and incorporated herein by reference ("Additional Services"). Exhibit "A" of the Agreement and the Scope of Services, as defined in the Agreement, shall be amended to include the Additional Services.
2. Exhibit "B" of the Agreement is hereby amended as follows:
    a. The Salary Related Costs are adjusted upward by $84,493.23 to $2,099,469.36.
    b. The Direct Expenses - Lump Sum (Prime) remains unchanged at $6,519.15.
    c. The Direct Expenses – Limiting Amount (Prime) remains unchanged at $1,185.25.
    d. The Subcontract Items are adjusted upward by $14,551.21 to $1,419,387.47 as follows:
        - Echo $14,551.21
    e. The Allowance is adjustment downward by $99,044.44 to $173,411.77.
    f. The Total Maximum Limiting Amount remains unchanged at $3,700,000.00.
3. All provisions of said Agreement, or any amendments or supplements thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and the Agreement, or any existing supplements or amendments thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

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

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Date: 2021.08.30 13:18:58 -04'00'
Aneth Williams, Director of Procurement

KIMLEY-HORN AND ASSOCIATES, INC.

By: _____
Print Name: Hao Chau
Title: Assistant Secretary

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

By: Laura L. Kelly
Diego "Woody" Rodriguez
General Counsel

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EXHIBIT A

Kimley»Horn

149800003

August 25, 2020

Project: 538-235A CR 532

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

RE: CR 532 from Lake Wilson Road to US 17/92
Supplemental Agreement No. 1 Proposal
CFX 538-235A (Contract No. 001649)

Dear Mr. Hawthorne

Enclosed you will find Kimley-Horn's final Supplemental Agreement No. 1 proposal for the CR 532 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.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Fred Burkett, P.E.
Project Manager

Direct: 407-3427-1615
Mobile: 407-312-4822
fred.burkett@kimley-horn.com

Central Florida Expressway Authority (CFX)

SCOPE OF SERVICES

SUPPLEMENTAL AGREEMENT NO. 1

CR 532 WIDENING
(Lake Wilson Road to US 17/92)

Contract No. 001649
Project No. 538-235A

July 2020

B.33 INTELLIGENT TRANSPORTATION SYSTEMS ANALYSIS

B.33.1 ITS Analysis

- Closed Circuit Television (CCTV) Camera Assembly: The CONSULTANT shall be responsible for the design and exact field locations for the camera assemblies along CR 532 (anticipate 4 CCTV camera locations). The camera subsystem shall provide overlapping coverage to overcome visual blockage. The position, height, and design of each camera pole shall be finalized during the design phase of the project. Each site shall be designed for overall monitoring capability, as well as designed to provide safe and effective maintenance conditions. The CONSULTANT shall prepare cross section plan sheets showing details of horizontal and vertical clearances of the proposed equipment with identified utilities. The CCTV camera assembly shall comply with the latest version of FDOT Standard Specifications for Road and Bridge Construction, Supplemental Specification 682.
- Install two Bluetooth devices along CR 532 at a location determined through coordination with Osceola County.
- Vehicle Detection Subsystem (N/A)
- Dynamic Message Sign Subsystem (N/A)
- Roadway Weather Information Systems (RWIS) (N/A)

B.33.2 Communications – N/A

B.33.3 Grounding and Lightning Protection – N/A

B.33.4 Power Subsystem

- The CONSULANT shall be responsible for designing one service point to accommodate the CCTV cameras and Bluetooth devices.

B.33.5 Voltage Drop Calculations

- The CONSULANT shall be responsible for designing one service point, and associated calculations, to accommodate the CCTV cameras and Bluetooth devices. The electrical design shall address allowable voltage drops per the NEC. The CONSULTANT shall submit voltage drop calculations for any electrical circuit providing power to the ITS field devices beyond the electric utility service point.

B.33.6 Design Documentation

- The CONSULTANT shall submit a Design Documentation Book with each plan submittal under separate cover and not part of the roadway documentation book. At a minimum, the design documentation book shall include:
- Computation books for all applicable items on plans.
- Voltage drop calculations.
- CCTV coverage verification.

B.33.7 Existing ITS – N/A

B.33.8 Queue Analysis – N/A

B.33.9 Reference and Master ITS Design File

The CONSULTANT shall prepare the ITS design file to include all necessary design elements and the reference files for topo, R/W roadway, utilities files, etc. This effort includes the design and layout of proposed ITS devices, including but not limited to: CCTV / Detection poles, Bluetooth devices, conduit, cabinet-related pull boxes, service points, fiber optic sizing. All existing ITS infrastructure shall be referenced to the new ITS plan sheets (if applicable).

B.33.10 Reference and Master Communications Design File – N/A

B.33.11 Pole Elevation Analysis

The CONSULTANT shall evaluate pole elevation requirements and design pole heights to meet the Project requirements including field of view; elimination of occlusion; site access for maintenance vehicles and personnel; access to pole mounted equipment, such as CCTV cameras and Bluetooth devices, and probability of lightning strike.

B.33.12 Sign Panel Design Analysis – N/A

B.33.13 Quantities

B.33.14 Cost Estimate

B.33.15 Technical Special Provisions and Modified Special Provisions

B.33.16 Other ITS Analyses - N/A

B.33.17 Field Reviews – N/A

B.33.18 Technical Meetings – N/A

B.33.19 Quality Assurance / Quality Control – N/A

B.33.20 Supervision – N/A

B.33.21 Coordination – N/A

B.34 INTELLIGENT TRANSPORTATION SYSTEMS PLANS

The CONSULTANT shall prepare a set of ITS Plans in accordance with the FDOT Design Manual that includes the following:

B.34.1 Key Sheet – N/A

B.34.2 Summary of Pay Items Including Designer Interface Quantity Input – N/A

B.34.3 Tabulation of Quantities – N/A

B.34.4 General Notes / Pay Item Notes – N/A

B.34.5 Project Layout – N/A

B.34.6 Typical and Special Details

- The CONSULTANT shall prepare special details not addressed by FDOT Standard Plans, including block diagrams, hub cabinets, wiring diagrams, and special mounting details.

B.34.7 Plan Sheet

- The CONSULTANT shall prepare the ITS plan sheets utilizing the Design file to include all necessary information related to the project design elements and all associated reference files. The plan sheets shall include general and pay item notes and pay items. The plans shall depict the location of pull boxes, splice boxes, conduit runs and device locations with setbacks from the travel way. Devices shall be located by station and offset.

B.34.8 ITS Communications Plans – N/A

B.34.9 Fiber Optic Splice Diagrams

- The CONSULTANT shall produce fiber optic cable splicing diagrams to show the connectivity of the fiber optic cable from its termini at field devices to the trunk line. The diagrams shall denote new and existing fiber routes, splices, and terminations involved in the work. The diagrams shall identify cables by size, tube color / number and strand colors / numbers. All cables shall be identified either by numbering system on the plans or by bounding devices. The diagrams shall denote the types of connectors in the patch panels.
- Along CR 532, anticipate 10 splice details at following locations: Lake Wilson Rd. intersection, the two proposed SR 538 ramp intersections, Old Lake Wilson Road intersection, at each CCTV cameras, and at each Bluetooth device. Intersection splicing into US 17-92 will be covered under a different project.

B.34.10 Grounding and Lightning Protection Plans – N/A

B.34.11 Cross Sections

B.34.12 Guide Sign Work Sheet(s) – N/A

B.34.13 Special Service Point Details

B.34.14 Strain Pole Schedule

- The CONSULTANT shall incorporate the schedule detail chart for concrete or steel strain poles in the plan set for CCTV and Bluetooth along CR 532.

B.34.15 Overhead / Cantilever Sign Structure – N/A

B.34.16 Other Overhead Sign Structures (Long Span, Monotube, etc.) – N/A

B.34.17 Temporary Traffic Control Plans – N/A

B.34.18 Interim Standards – N/A

B.34.19 GIS Data and Asset Management Requirements – N/A

B.34.20 Quality Assurance / Quality Control – N/A

B.34.21 Supervision–

Dewberry

MEMORANDUM

Date: August 27, 2020

To: Will Hawthorne, PE CFX Director of Engineering

From: Carnot Evans, PE CWE

Subject: Design Consultant Services - Contract 001649
CFX Project No. 538-235A-20
CR 532 Widening from Lake Wilson Road to US 17/92
Supplemental Agreement No. 1

Comments:

I have reviewed the fee sheet and scope of services submitted by Kimley-Horn and Associates, Inc. provided via email on August 25, 2020 for the CR 532 Widening from Lake Wilson Road to US 17/92 PD&E Study and Design project. This requested contract is to provide additional survey and ITS design services not included in the original scope of services.

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

$	0.00	Additional fee for Kimley-Horn as Prime for Part A (PD&E Study)
$	0.00	Total Additional Subconsultant Fees for Part A
$	0.00	Total Additional Fees for Part A
$	84,493.23	Additional fee for Kimley-Horn as Prime for Part B (Design)
$	14,551.21	Total Additional Subconsultant Fees for Part B
$	99,044.44	Total Additional Fees for Part B
$	84,493.23	Additional fee for Kimley-Horn as Prime Total Parts A&B
$	14,551.21	Total Additional Subconsultant Fees Total Parts A&B
$	99,044.44	Total Additional Requested Contract Amount

The total staff hours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this agreement in the amount of $99,044.44.

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

cc:

Keith Jackson, PE Dewberry
File

AGREEMENT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
KIMLEY-HORN AND ASSOCIATES, INC.

CR 532 WIDENING FROM
OLD LAKE WILSON ROAD TO US 17/92

CONTRACT NO. 001649, PROJECT 538-235A

CONTRACT DATE: JUNE 11, 2020
CONTRACT AMOUNT: $3,700,000.00

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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

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

FOR

CR 532 WIDENING FROM OLD LAKE WILSON ROAD TO US 17/92 PROJECT 538-235A

DESIGN SERVICES

CONTRACT NO. 001649

JUNE 2020

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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Project 538-235A
Contract No. 001649

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 Kimley-Horn and Associates, Inc., hereinafter called "CONSULTANT," registered and authorized to conduct business in the State of Florida, carrying on professional practice in engineering, with offices located at 189 S. Orange Avenue, Suite 1000, Orlando, FL 32801.

WITNESSETH:

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

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

1.0. DEFINITIONS.

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

2.0. SERVICES TO BE PROVIDED

CFX does hereby retain the CONSULTANT to furnish certain professional services in connection with the design of CR 532 Widening from Old Lake Wilson Road to US 17/92 identified as Project 538-235 and Contract No. 001649.

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:

The Balmoral Group, LLC Class I	ECHO UES, Inc. Class I and Class II
Inwood Consulting Engineers, Inc. Class I	Southeastern Archaeological Research, Inc. Class I
Terracon Consultants, Inc. Class II	Tierra, Inc. Class II

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

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

6.0. COMPENSATION

CFX agrees to pay the CONSULTANT compensation as detailed in **Exhibit "B"**, Method of Compensation, attached hereto and made a part hereof, in the not-to-exceed amount of $3,700,000.00 for the initial five-year term of this Agreement. Bills for fees or other compensation for services or expenses shall be submitted to CFX in detail sufficient for a proper pre-audit and post audit thereof.

The CONSULTANT may be liable for CFX costs resulting from errors or deficiencies in 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 189 S. Orange Avenue, Suite 1000, Orlando, FL 32801.

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

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

An excerpt of Section 119.0701, Florida Statutes is below.

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

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

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

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

8.0. COMPLIANCE WITH LAWS

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

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

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

9.0. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

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

10.0. TERMINATION

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

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

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

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

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

11.0. ADJUSTMENTS

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

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

12.0. HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY

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

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

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

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

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

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

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

13.0. INFRINGEMENT OF PATENTS AND COPYRIGHTS

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

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

14.0. THIRD PARTY BENEFICIARY

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

15.0. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16.0. COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS

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

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

17.0. CONFLICT OF INTEREST AND STANDARD OF CONDUCT

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

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

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

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

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

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

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

18.0. DOCUMENTED ALIENS

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

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

19.0. E-VERIFY CLAUSE

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

20.0. INSPECTOR GENERAL

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

21.0. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

Pursuant to Section 287.133(2)(a), Florida Statutes,
"a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold

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

22.0. COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

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

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

23.0. AVAILABILITY OF FUNDS

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

24.0. AUDIT AND EXAMINATION OF RECORDS

24.1 Definition of Records:

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

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

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

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

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

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

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

25.0. GOVERNING LAW AND VENUE

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

26.0. NOTICE

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

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

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

To CONSULTANT: Kimley-Horn and Associates, Inc.
189 S. Orange Avenue, Suite 1000
Orlando, FL 32801
Attn: Fred Burkett, P.E.

Kimley-Horn and Associates, Inc.
189 S. Orange Avenue, Suite 1000
Orlando, FL 32801
Attn: Clif Tate, 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]

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.

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____
Authorized Signature

Print Name: Jonathan D. Thigpen, PE

Title: Senior Vice President

ATTEST: Charlene Kunold (Seal)
Secretary or Notary

Notary Public State of Florida
Charlene Kunold
My Commission GG 178832
Expires 02/19/2022

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: Aneth Williams Digitally signed by Aneth Williams Date: 2020.06.18 07:39:21 -04'00'
Director of Procurement

Print Name: _____

Effective Date: _____

Approved as to form and execution, only.

Diego "Woody" Rodriguez Digitally signed by Diego "Woody" Rodriguez Date: 2020.06.17 17:10:28 -04'00'

General Counsel for CFX

EXHIBIT A

SCOPE OF SERVICES

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SCOPE OF SERVICES FOR CONSULTING ENGINEERING SERVICES
HIGHWAY AND BRIDGE/STRUCTURAL DESIGN
This Exhibit forms an integral part of the agreement between the Central Florida Expressway Authority (herein referred to as CFX) and Kimley-Horn (hereinafter referred to as the CONSULTANT) relative to the transportation facility described as follows:
CFX CONTRACT #: 001649
Federal Aid Project No.: N/A
County Section No.: N/A
Description: CR 532 (Osceola Polk Line Road) from Lake Wilson Road to US 17 (S. Orange Blossom Trail)
Bridge No(s): N/A
Rail Road Crossing No: DOT 622956D
Context Classification: C3R – Suburban Residential (transitioning from rural, and corridor also contains public service and utility facilities and commercial properties)

1 PURPOSE

The purpose of this Exhibit is to describe the scope of work and the responsibilities of the CONSULTANT and CFX in connection with the design and preparation of a complete set of construction contract documents and incidental engineering services, as necessary, for improvements to the transportation facility described herein. Osceola County (herein after referred to as COUNTY) is participating in this project through CSX and will be included in all correspondence, meetings, design decisions, reviews of documents and plans, and associated concurrences / approvals.

Major work groups include:
3.2 Major Highway Design

Minor work groups include:
2.0 Project Development and Environmental Studies
4.1.1 Miscellaneous Structures
6.1 Traffic Engineering Studies
6.2 Traffic Signal Timing
6.3.1 Intelligent Transportation Systems Analysis and Design
6.3.2 Intelligent Transportation Systems Implementation
6.3.3 Intelligent Transportation Traffic Engineering Systems Communications
7.1 Signing, Pavement Marking & Channelization
7.2 Lighting
7.3 Signalization
8.1 Control Surveying

8.2 Design Right of Way, and Construction Surveying
8.4 Right of Way Mapping
9.1 Soil Exploration
9.2 Geotechnical Lab Testing
9.4.1 Standard Foundation Studies

Known alternative construction contracting methods include: N/A
The general objective is for the CONSULTANT to prepare a set of contract documents including plans, specifications, supporting engineering analysis, calculations and other technical documents in accordance with Florida's Department of Transportation (herein after referred to as FDOT or the DEPARTMENT) policy, procedures and requirements. These Contract documents will be used by the contractor to build the project and test the project components. These Contract documents will be used by CFX or its Construction Engineering Inspection (CEI) representatives for inspection and final acceptance of the project. The CONSULTANT shall follow a systems engineering process to ensure that all required project components are included in the development of the Contract documents and the project can be built as designed and to specifications.
The Scope of Services establishes which items of work in the FDOT Design Manual and other pertinent manuals are specifically prescribed to accomplish the work included in this contract and indicate which items of work will be the responsibility of the CONSULTANT, CFX, and/or the COUNTY.
The CONSULTANT shall be aware that as a project is developed, certain modifications and/or improvements to the original concepts may be required. The CONSULTANT shall incorporate these refinements into the design and consider such refinements to be an anticipated and integral part of the work. This shall not be a basis for any supplemental fee request(s).
The CONSULTANT shall demonstrate good project management practices while working on this project. These include communication with CFX, COUNTY, and others as necessary, management of time and resources, and documentation. The CONSULTANT shall set up and maintain throughout the design of the project a contract file in accordance with CFX and COUNTY procedures. CONSULTANTs are expected to know the laws and rules governing their professions and are expected to provide services in accordance with current regulations, codes and ordinances and recognized standards applicable to such professional services. The Consultant shall provide qualified technical and professional personnel to perform to CFX and COUNTY standards and procedures, the duties and responsibilities assigned under the terms of this agreement. The Consultant shall minimize to the maximum extent possible CFX and the COUNTY need to apply its own resources to assignments authorized by CFX and the COUNTY.
CFX and the COUNTY will provide contract administration, management services, and technical reviews of all work associated with the development and preparation of contract documents, including Construction documents. CFX and COUNTY technical reviews are for high-level conformance and are not meant to be comprehensive reviews. The CONSULTANT shall be fully responsible for all work performed and work products developed under this Scope of Services. CFX and the COUNTY may provide job-specific information and/or functions as outlined in this contract, if favorable.

2 PROJECT DESCRIPTION

The CONSULTANT shall investigate the status of the project and become familiar with concepts and commitments (typical sections, alignments, etc.) developed from prior studies and/or activities.

This project consists of a project development study (Part 'A' of this Scope) followed by development of a design plans for construction (Part 'B' of this Scope) of CR 532 (Osceola Polk Line Road) from Lake Wilson Road to US 17 (S. Orange Blossom Trail). The total project length is approximately 2.9 miles and extends from the existing four-lane section on the east side of the Lake Wilson Road intersection across the R.R. crossing west of US 17, whereupon the roadway will transition back to a two-lane section. The limits include the intersection for the extension of the Poinciana Parkway as identified in the separate PD&E study performed for CFX (CFX Project No. 599-224).

The project includes construction of a four-lane divided roadway with multimodal accommodations as determined in the project development study, associated drainage improvements and storm water ponds, upgrading the Intelligent Transportation System, improving a CSX R.R. crossing, street lighting, and landscaping considerations.
The design shall adhere to all applicable Federal, State and FDOT regulations and be in accordance with the Florida Design Manual (FDM). The CONSULTANT shall review and summarize related studies/reports and incorporate their results in the design. The CONSULTANT shall coordinate work activities with any completed/ongoing/planned projects that may affect this project.

All electronic documents prepared by the CONSULTANT must be formatted in compliance with Section 508 of the Rehabilitation Act, so they can be accessed by people with disabilities if posted on the CFX and/or COUNTY websites.

PART 'A'

The CONSULTANT shall prepare a comprehensive Project Development Technical Memorandum and associated documents and conduct a public meeting in accordance to the following sections of Part 'A'. These items will be used to initiate the design phase in PART 'B' of this scope, upon written authorization by CFX and the COUNTY, and to support this Project's Right-of-Way acquisition phase as necessary. (Note: the activities and tasks within Part 'A' closely follow the numbering of the standard FDOT staff-hour format for PD&E Studies, with an "A" placed in front of the numbers.)

A.1 ENGINEERING ANALYSES AND CONSIDERATIONS

The CONSULTANT will gather and review existing data from CFX and the COUNTY, such as transportation planning data developed for long range plans or any previously completed technical studies within the project area and will collect additional data necessary to supplement existing data. The CONSULTANT will prepare the purpose and need statement for the Project based on the information obtained from the existing data, safety analysis, evaluation of existing conditions, evaluation of traffic projections, and input received through the public involvement process. The CONSULTANT shall develop and analyze conceptual design alternatives to address the Project needs and objectives. Based on engineering analysis, the public involvement process, and environmental analysis, CFX and the COUNTY will provide concurrence on a proposed design concept to advance to the design phase.

A.1.1 Existing Conditions Analysis

The CONSULTANT will conduct field observations to review existing field conditions, verify desktop data, and obtain additional data required to understand the Project area, assess Project needs, identify physical and environmental constraints, develop and analyze Project alternatives, and assess constructability issues. The CONSULTANT will collect data describing existing conditions and characteristics of the Project including roadway geometrics, typical section elements, signalization and other operational features, access features, and right of way requirements, and other data applicable to modes and sub-modes of transportation, including walking/pedestrians, bicyclists, public transit users (including transit vehicles and riders), paratransit users (carpools, vanpools, taxis, shuttles, jitneys, school buses, coach buses), and freight (including loading/unloading and parking, emergency response vehicles, service vehicles, and freight handler vehicles). The CONSULTANT will furnish necessary exhibits for use in this Project, such as a Project Location Map, Corridor Maps, and Concept Plans.

A.1.2 Planning Consistency - Transportation Plans

The CONSULTANT will coordinate with CFX and the COUNTY to obtain and review transportation plans throughout the life of the Project for all modes of transportation including freight, transit, and non-motorized. The following plans or studies should be reviewed as appropriate:

- MetroPlan Orlando adopted Long Range Transportation Plan (LRTP) Cost Feasible and Needs Plans
- Local Government Transportation Improvement Plan (TIP)

- State Transportation Improvement Program (STIP)
- Urban Area Transportation Study
- Local Government Comprehensive Plan (LGCP)
- Local Transit Development Plans (TDP) for bus, rail, or other services
- Non-motorized (bicycle and pedestrian) Plans

A.1.3 Traffic Analysis
Traffic data will be furnished by CFX. The CONSULTANT will review the Project Traffic Forecast and Traffic Analysis Report. This report will be a separate document that is summarized in the Project Development Technical Memorandum.

A.1.3.1 Traffic Analysis Methodology
The CONSULTANT will review the traffic data and forecasts provided by CFX to determine intersection geometry for the corridor.

A.1.3.2 Traffic Counts
CFX will provide the following design traffic data:

1. Current year and design year AADT
2. Current year and design year DDHV
3. Turning movement counts at each intersection
4. K, D, and T factors
5. Design Speed
6. AVI percentages

A.1.3.3 Vehicle Classification Counts on Roadway Segments and Ramps – N/A (to be performed by CFX in-house traffic consultant)

A.1.3.4 Pedestrian, Bicycle and Other Multimodal Data
CFX will provide the following additional existing traffic data:

- Pedestrian counts
- Bicycle counts
- Freight movement

The CONSULTANT will collect the following additional existing traffic data:

- Transit data

A.1.3.5 Calibration and Validation Data – N/A (to be performed by CFX in-house traffic consultant)

A.1.3.6 Existing Traffic Operational Analysis – N/A (to be performed by CFX in-house traffic consultant)

A.1.3.7 Calibration and Validation – N/A (to be performed by CFX in-house traffic consultant)

A.1.3.8 Signalization Analysis
In coordination with CFX and the COUNTY, the CONSULTANT shall perform signalization analysis and/or signal warrant studies at the Project's intersections and propose a preliminary signal timing plan and signal operation plan for each intersection that requires signalization.

A.1.3.9 Project Traffic Analysis Report
The CFX in-house traffic consultant will prepare the Project Traffic Analysis Report (PTAR) to document development of design traffic volumes and results of the traffic analysis, which will incorporate the transit, bicycle, and pedestrian analysis performed by the Project's CONSULTANT (results must be shown on diagrams and discussed in the report).

A.1.3.10 Transportation Systems Management and Operations – N/A

A.1.4 Development of Alternatives
The CONSULTANT will identify, develop, assess, and screen preliminary potential Project alternatives, which will consist of alternative alignments, typical sections, and combinations thereof. By considering project goals and objectives, and purpose and need, the CONSULTANT in consultation with CFX and the COUNTY will identify and document alternatives to be eliminated from further detailed study.

A.1.4.1 Operational Evaluation
The CONSULTANT will analyze the operational performance of viable or feasible alternative(s) for opening and design years and any interim years as appropriate. The analysis must include multimodal evaluation for pedestrian, bicycle, and transit modes as appropriate. The analysis will also include evaluation of access management in relation to traffic safety and operational efficiency within the Study Area.

A.1.5 Signage
The CONSULTANT will evaluate existing signing and signage requirements for the Project.

A.1.6 Safety

A.1.6.1 Crash Data
The CONSULTANT will obtain the most recent five (5) years of available data from the COUNTY and other local sources for this Project. The crash data will include the number and type of crashes, crash locations, number of fatalities and injuries, and estimates of property damage and economic loss as available.

A.1.6.2 Safety Analysis

The CONSULTANT will perform safety analysis based on the information obtained from the crash data and identify project safety needs associated with the existing and future conditions. The CONSULTANT will use the Highway Safety Manual (HSM) procedures to estimate the safety performance of the Project alternatives.

A.1.6.3 Documentation of Safety Analysis
The CONSULTANT will document the results of the safety analysis in the Technical Memorandum.

A.1.7 Utilities
It is anticipated that the following Utility Agency Owners (UAOs) are within or adjacent to the Project, but it is the responsibility of the CONSULTANT to determine the final list of UAOs within the project area: Charter Communications, Kinder Morgan / Central Florida Pipeline (fuel oil), Duke Energy (electric transmission, distribution and fiber), Florida Southeast Connection (gas), Toho Water Authority (Zone 1, water and wastewater), Gulfstream Natural Gas System, Frontier Communications, CenturyLink (fiber), Comcast, MCI (fiber), Summit Broadband (fiber), Osceola County Traffic (signals), Orlando Utilities Commission (lighting), TECO Peoples Gas, Polk County Utilities (water and wastewater), Spectra Energy – Sabal Trail (gas), Uniti Fiber, Transtate Industrial Pipeline Systems (gas). These utilities include a Sabal Trail gas compression station, a Toho Water Authority water treatment plant, and Duke Energy sub-station within the project limits.

The CONSULTANT will notify the UAOs within the Project and request existing and planned utility information for major above ground and subsurface facilities within the Project. The CONSULTANT will meet with each UAO as necessary, separately or together, to understand utility conflicts and project potential impacts on utilities. The CONSULTANT will evaluate and consider potentially significant utility conflicts as they may affect the chosen corridor and/or alignment. While evaluating potential impacts and recommending mitigation strategies, the CONSULTANT should refrain from making any compensability determinations in any of the documentation/assessments that they create.

A.1.8 Railroads
The CONSULTANT shall coordinate with CSX for necessary design and permit requirements to improve the existing R.R. crossing west of the US 17 intersection including minimum median width, type of crossing (e.g. concrete slab), and potential reuse and relocation of existing signal equipment.

A.1.9 Roadway Analysis

A.1.9.1 Design Controls and Criteria
The CONSULTANT will prepare design controls and criteria for developing Project alternatives and designing initial geometrics and other roadway elements according to FDOT standards.

A.1.9.2 Typical Section Analysis

The CONSULTANT will develop conceptual typical sections for the Project alternatives which address transportation needs.

A.1.9.3 Geometric Design
The CONSULTANT will perform geometric design using the established Project design controls and criteria. The CONSULTANT will also use Project traffic data and results of traffic analysis to design appropriate roadway elements. The CONSULTANT will establish both preliminary vertical profile and horizontal alignments of the mainline. The design of Project alternatives must consider environmental constraints, physical constraints, and any additional information, as required. For each alternative evaluated in detail, the CONSULTANT shall prepare sketches of plan, profile, and typical sections as appropriate to show existing features, proposed geometry, and location of any environmental and geometric design constraints.

A.1.9.4 Access Management
The CONSULTANT will recommend the proper access classification and standard to be applied to the Project. The proposed access management plan will be presented as part of the public involvement process.

A.1.9.5 Multimodal Accommodations
The CONSULTANT will review, evaluate, and document the location and condition of existing pedestrian, bicycle, and public transit accommodations and freight services in the study area. This activity includes reviewing existing plans, reports, and studies that outline strategies or define projects associated with alternative modes of travel. The CONSULTANT will consider freight, pedestrian, bicycle, and transit in the development and evaluation of Project alternatives with a goal of improving overall mobility, access, connectivity, safety and efficiency. Multimodal accommodation may include analysis of on-street parking and loading zone modifications and/or removal, park and ride needs, as necessary. The CONSULTANT will consider and evaluate the existing and anticipated future use of the Project by bicyclists and pedestrians, the potential impacts of the Project alternatives on bicycle and pedestrian travel and propose measures to avoid or reduce adverse impacts to bicyclists and pedestrians that would use the Project.

A.1.9.6 Maintenance of Traffic
The CONSULTANT will evaluate alternatives for constructability and the ability to maintain traffic during construction and will include the estimated cost to maintain traffic in the construction cost estimate for the Project alternative.

A.1.9.7 Lighting
The CONSULTANT will evaluate the need for lighting in accordance with applicable manuals, guidelines, standards and current design memorandums and will include the estimated cost for lighting in the construction cost estimate for the Project alternative.

A.1.10 Structures - Bridge Analysis – N/A

A.1.11 Drainage

A.1.11.1 Floodplain and Environmental Permit Data Collection
The CONSULTANT will gather floodplain data from FEMA Flood Insurance Rate Maps, and other drainage related data needed to obtain permits from relevant sources including local government, local agencies, and regulatory agencies.

A.1.11.2 Drainage Analysis
The CONSULTANT will perform drainage analysis by delineating the basin boundaries by using LiDAR information, existing survey data, and field observations. The CONSULTANT will analyze and determine high water elevations in each basin and use the information to establish the preliminary roadway profile. Drainage analysis will also include checking the capacity and structural adequacy of existing cross drains, preliminary design of potential cross drain and outfall structures and identifying the recommended conceptual drainage design for the Project.

A.1.11.3 Floodplain Compensation Analysis
For each roadway alternative, the CONSULTANT will determine base floodplain elevations and estimate encroachments and appropriate compensation provisions, including floodplain compensation site requirements.

A.1.11.4 Stormwater Management Analysis
The CONSULTANT will calculate the stormwater quality and attenuation requirements and estimate the stormwater management facility needs for each roadway alternative. The CONSULTANT will identify two practical pond sites in each basin for each project alternative, estimate construction cost, compare the sites, and identify in coordination with CFX and the COUNTY a preferred pond site for each basin. Additionally, the CONSULTANT will identify inflow or outfall easement requirements for each pond site. If additional pond sites are revealed, they will be used as a potential option.

A.1.11.5 Bridge Hydraulic Evaluation – N/A

A.1.12 Survey and Geotechnical Investigation
No survey or geotechnical services are identified for PART ‘A’. However, if it’s deemed necessary CFX can authorize the CONSULTANT in writing to advance certain survey and/or geotechnical services from PART ‘B’ to PART ‘A’ for this Project.

A.1.13 Landscaping Analysis
The CONSULTANT will coordinate with Osceola Co on selective clearing and grubbing approach.

A.1.14 Construction Cost Estimates
The CONSULTANT will develop construction cost estimates including traffic management.

A.1.15 Right of Way Cost Estimates
The CONSULTANT will establish construction limits and determine the minimum (proposed) right of way requirements throughout the limits of the Project. Establishment of

construction limits will consider drainage features, the transportation management plan, utility relocations, stormwater pond requirements, and identified environmental issues, among other factors. The CONSULTANT will compare the existing right of way width with the proposed right of way requirements to estimate the amount of right of way that CFX and/or the COUNTY must acquire. CFX will estimate the cost for right of way acquisition and cost estimates for relocations and business damages, if any, and submit concept plans for the preferred alternative that include existing right of way lines, proposed right of way lines, and delineate individual parcels and associated acreage of property required.

A.1.16 Alternatives Evaluation
The CONSULTANT will prepare a matrix which compares the impacts, performance, and costs of the alternatives evaluated.

A.1.17 Concept Plans
The CONSULTANT will prepare concept plans for the preferred alternative overlaid on the base map at 50 scale. The base map will contain an aerial photography provided by CFX. The base map must show environmental issues that are specific to the Study Area such as cemeteries, wetlands, historic properties, high-risk contamination sites, public parks, and property lines. The CONSULTANT will prepare base maps for the following uses:

- Overall Project Location Map
- Overall Drainage Map
- Corridor Maps (Roll Plots)

A.1.18 Transportation Management Plan (TMP)
The CONSULTANT will prepare a Conceptual TMP with traffic control strategies for the Project. Items to consider among the Project's viable alternatives include traffic pacing, detour routes, paving approach and sequence, lane closure restrictions, and hauling routes / restrictions. The Conceptual TMP of the preferred alternative will be presented by the CONSULTANT on roll plots that include off-site and pavement drainage constraints, critical cross sections, typical sections for each proposed phase, and any traffic pacing, diversions, and/or detour routes.

A.1.19 Lighting Justification Report
The CONSULTANT shall prepare a Lighting Justification Report. The report shall provide analyses for mainlines, interchanges, and arterial roads and shall include all back-up data such that the report stands on its own. Back up data shall include current ADT's, general crash data average cost from the Florida Highway Safety Improvement Manual, crash details data from the last three years, and preliminary lighting calculations.

The report shall address warrants to determine if lighting warrants are met and shall include a benefit-cost analysis to determine if lighting is justified. The report shall include calculations for the night-to-day crash ratio as well as a table summarizing the day-time and the night-time crashes. The report shall follow the procedures outlined in the FDOT Manual on Uniform Traffic Studies (MUTS) manual which utilize ADT, Three Year Crash Data, night/day crash ratio, percentage of night ADT, etc.

A.2 ENVIRONMENTAL ANALYSIS

The CONSULTANT will collect pertinent environmental data, conduct analyses, and document the results of this analysis. This documentation can be by text and exhibit inserts into the Alternatives Technical Memorandum or by individual memorandums, e.g. for archaeological and historical features, potential contamination sites, and wetlands and endangered species, that are added as appendices and summarized in the memorandum. The CONSULTANT will analyze the Project's viable alternatives with respect to impacts to natural, cultural, social and physical resources and document all analyses. Wherever appropriate the CONSULTANT will describe proposed measures to avoid, minimize, or mitigate project impacts on the environmental issues. The consultant will also summarize the results of analysis of environmental resources that were completed as part of another study or performed by others concurrent with this project.

A.2.1 Sociocultural Effects

THE CONSULTANT will conduct and document a sociocultural effects evaluation to assess social, economic, land use changes, mobility, aesthetics and relocations on communities with special consideration for minority, low-income, and other potentially underrepresented populations. Refer to Florida Department of Transportation (FDOT) Project Development and Environment (PD&E) Manual, Part 2 Chapter 4.2, for definitions. The following table from the PD&E Manual provides a list of sociocultural effects to be evaluated:

Social
• Demographics
• Community Cohesion
• Safety/Emergency Response
• Community Goals
• Quality of Life
• Special Community Designations
 	
Economic
• Business & Employment
• Tax Base
• Traffic Patterns
• Business Access
• Special Needs Patrons
	Land Use Changes
	• Land Use – Urban Form
	• Local Plan Consistency
	• Open Space
	• Sprawl
	• Focal Points
	
	Mobility
	• Modal Choices
	  ○ Pedestrian
	  ○ Bicyclists
	  ○ Transit
	• Transportation Disadvantaged
	• Connectivity
	• Traffic Circulation
	• Public Parking
		Aesthetic Effects
		• Noise/Vibration
		• Viewshed
		• Compatibility
		
		Relocation Potential
		• Residential
		• Non-Residential
		• Public Facilities

A.2.1.1 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.

A.2.1.2 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.

A.2.1.3 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.

A.2.1.4 Demographics
The CONSULTANT will identify and assess potential Project impacts on minority, limited English proficient (LEP) persons, disabled persons, low-income populations, and/or special populations within the Project area.

A.2.1.5 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.

A.2.1.6 Business and Employment
The CONSULTANT will assess potential Project impacts to business and employment activity in the project area, including industries with special needs (e.g., freight distributor) or significance (e.g., regional employer), economic– oriented land use, economic development plans, special designations, and community development priorities. Assessment will also include identification of changes to routes, access, parking, or visibility that could benefit or impair businesses, employment centers, community facilities, or population.

A.2.1.7 Property Values and Tax Base
The CONSULTANT will assess potential Project impacts on the tax base, employment opportunities, and property values.

A.2.1.8 Land Use Changes
The CONSULTANT will evaluate the Project's consistency with the physical character of the area and applicable community plans.

A.2.1.9 Mobility
The CONSULTANT will evaluate potential Project impact on mobility and accessibility with regard to all transportation modes (i.e., pedestrian, bicycle, transit and vehicles) in the Study Area. The CONSULTANT will evaluate potential Project impact on mobility and accessibility on populations defined as transit dependent or zero to one car households.

A.2.1.10 Aesthetics
The CONSULTANT will evaluate and summarize the Project's effect on viewshed and vista, community focal points, historic structures, landmarks, and community character.

A.2.1.11 Relocation Potential
The CONSULTANT will identify residences, businesses, and institutional or community facilities that may require relocation to accommodate the Project, and obtain additional site-

specific information needed to evaluate the effect of each Project alternative on the displacement of residences and businesses.

A.2.2 Cultural Resources

The CONSULTANT will prepare a Research Design and Survey Methodology for the project, to be submitted to CFX and the COUNTY for approval prior to the initiation of field work. The CONSULTANT shall identify and map out the zones of probability for the Project study area and identify any previously recorded resources. The Area of Potential Effect (APE) will be determined (including pond sites). The CONSULTANT will use a professional qualified under the provisions of 36 CFR 61 in compliance with the National Historic Preservation Act of 1966 (Public Law 89-665, as amended) and the implementing regulations (36 CFR 800), as well as with the provisions contained in Chapter 267, Florida Statutes, to perform all work in this task. The CONSULTANT will assess the direct and indirect effects and will document the severity of the following items:

- Identify and analyze impacts to archaeological sites and historic resources within the Project's Area of Potential Effects (APE). The APE must include potential pond sites.
- Review and address any resources issues or comments by the State Historic Preservation Office (SHPO) listed in the Programming Screen Summary Report.
- Prepare Cultural Resources Assessment Survey (CRAS) documentation detailing the results of the survey and assessments of resource significance, including a Florida Master Site File (FMSF) form. The Research Design and Survey Methodology and the Pond Site Technical Memo will be included in the CRAS appendix.

A.2.3 Natural Resources

The CONSULTANT will assess direct and indirect effects and document the severity of the following items.

A.2.3.1 Wetlands and Surface Waters

The CONSULTANT will identify the type, quality, and function of wetlands, or reference previously completed documentation relevant to the Project. The CONSULTANT will establish Uniform Mitigation Assessment Method (UMAM) for representative wetlands and evaluate alternatives that avoid wetland impacts and, where unavoidable, identify practicable measures to minimize impacts. Any impact to wetlands requires development of a Conceptual Mitigation Plan. The CONSULTANT will document all coordination activities with resource agencies, wetland impact assessment, and mitigation analysis.

A.2.3.2 Wildlife and Habitat Analysis

The CONSULTANT will perform research, field reviews, general wildlife surveys, and coordination necessary to determine potential impacts to federal and state protected, threatened or endangered species and their habitats. Additionally, the CONSULTANT will develop a study design (which will be approved by CFX and the COUNTY) to evaluate the magnitude of Project involvement with wildlife and their habitat and provide an analysis of

wildlife and habitat conservation measures.

A.2.3.3 Special Designations – N/A

A.2.3.4 Identify Permit Needs
The CONSULTANT will review permits required, as defined by CFX, for the project including SFWMD and USACE.

A.2.4 Physical Effects - Contamination
The CONSULTANT will gather and review data and investigate contamination issues within the limits of the project and identify potentially contaminated sites. The CONSULTANT will document the data reviewed, findings, risk rating of potential contamination sites, and recommendation for additional assessment actions. A Level I Evaluation Report per FDOT's PD&E Manual, Part 2, Chapter 20.2.2 requirements shall also be prepared by the CONSULTANT for all parcels proposed for Project right-of-way acquisition.

A.3 PUBLIC INVOLVEMENT

The following tasks are to be performed for the Project Development public meeting, and for an additional public meeting during the design phase in Part B of this scope for updating the public and officials.

A.3.1 Public Involvement Plan (PIP)

The CONSULTANT will review the Public Involvement Plan (PIP) provided by the PIC and GEC within twenty (20) working days following the Notice to Proceed meeting.

The purpose of the PIP is to establish and maintain a strategy for early, meaningful, and continuous public and stakeholder involvement throughout the PD&E process. Obtaining stakeholder public consensus throughout the PD&E phase is the desired outcome of the PIP. The CONSULTANT shall perform activities necessary to support the PIP that includes the identification of stakeholders and interested parties.

A.3.2 Public Involvement Data Collection

The CONSULTANT shall be responsible for developing, maintaining, and updating a project mailing list which will include:

- Affected residents, business tenants and property owners within the project area.
- Interested parties, including:
  a. Residents/property owners within 300 feet of the alternative alignments.
  b. 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.

A.3.3 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 two (2) public meetings, as listed below:

- Public Kick-off Meeting (General study overview, area, schedule, issues, etc.)
- Alternatives Meeting (Preferred Alternative)
-

For each meeting, the CONSULTANT shall prepare and/or provide:

- Scripts or agenda for presentation.
- Graphics for presentation.
- Display Boards

- Meeting summaries
- Input to response to comments as requested by CFX or PIC

For each meeting, the PIC shall prepare and/or provide:

- Handouts
- Display advertisements (the CFX or PIC will pay the cost of publishing)
- Letters for notification of elected and appointed officials, property owners, and other interested parties (the CFX or PIC will pay the cost of first class postage)
- Preparation of response letters for CFX signature on public comments
- The CONSULTANT will attend the meetings with an appropriate number of personnel to assist the PIC and CFX staff.

The PIC will investigate potential meeting locations to advise CFX of their suitability. CFX will ultimately approve the meeting location. The CFX or PIC will pay all costs for meeting location rental and insurance (if required). The PIC will be responsible for logistics associated with setting up the meeting. The PIC will distribute all required notifications to all interested parties, public officials, affected property owners, special interest groups, etc. on the mailing list.

Presentations of the Project to the CFX Governing Board and Osceola County Board of County Commissioners will be performed when final Project documents are ready.

A.3.4 Comments and Coordination Report

The PIC will prepare Comments and Coordination Report containing transcript, errata, and signed certification, as well as documentation for all public involvement activities conducted throughout the project in accordance with Part 1, Chapter 11 of the PD&E Manual.

ADDITIONAL PUBLIC INVOLVEMENT REQUIREMENTS

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.

Project Newsletters

The PIC shall prepare and distribute 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 will coincide with key project milestones as follows:

- Project Kick-off/Introductory Newsletter
- Alternatives Meeting Newsletter

The PIC will distribute newsletters to all interested parties, public officials, affected property owners, special interest groups, etc. as identified above.

Interested parties include those contained on the 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.

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 four times during the study. These times will coincide with the newsletter mailings.

A.4 PROJECT DEVELOPMENT TECHNICAL MEMORANDUM

The CONSULTANT will prepare a comprehensive technical memorandum that documents the analyses and information gathered from the tasks described in Part 'A' Sections 1 and 2 of this scope. This technical memorandum will be submitted as a draft for CFX and COUNTY review and comment, revised as necessary by the CONSULTANT, and used in preparing for the Part A Public Meeting. Following the Part A Public Meeting the CONSULTANT will summarize and add the public meeting's results to the technical memorandum, and coordinate with CFX and the COUNTY to determine any necessary changes to the alternatives and to identify the preferred alternative for the Project. The CONSULTANT will update the technical memorandum to incorporate these changes and the preferred alternative recommendation and submit the updated memorandum for CFX and COUNTY review and comment. The CONSULTANT will provide a final signed-and-sealed document when CFX and the COUNTY approves the updated memorandum.

PART 'B'

(Note: the activities and tasks within PART 'B' closely follow the numbering of the standard FDOT staff-hour format for design beginning with Activity 3, with a "B" placed in front of the numbers. Activities / Tasks B.2.1 through B.2.22 are a continuation of Section 2 of this Scope.)

B.2.1 Project General and Roadway (Activities 3, 4, and 5)

- Public Involvement: One public meeting (included in Part A).
- Other Agency Presentations/Meetings: - N/A
- Joint Project Agreements: - N/A
- Specification Package Preparation: Standard FDOT style specifications
- Value Engineering: - N/A
- Risk Assessment Workshop: - N/A
- Plan Type: Plan and profile sheets
- Typical Section: three typical sections are anticipated
- Pavement Design: one pavement design is anticipated
- Pavement Type Selection Report(s): - N/A
- Cross Slope Correction: - N/A
- Access Management Classification: - N/A (determined in Part 'A').
- Transit Route Features: - N/A (determined in Part 'A')
- Major Intersections: - Old Lake Wilson Road and PPE Ramps
- Roadway Alternative Analysis: - N/A
- Level of TTCP: - Level III
- Temporary Lighting: - N/A
- Temporary Signals: - N/A
- Temporary Drainage: Temporary drainage design is anticipated to accommodate the temporary traffic phasing and other construction activities.
- Design Variations/Exceptions: Variation for no bike lanes and/or median width, if applicable.
- Back of Sidewalk Profiles: - N/A
- Selective Clearing and Grubbing: N/A

B.2.2 Drainage (Activities 6a and 6b)

System Type: This project will provide a closed drainage system along the proposed curb and gutter which will outfall to proposed pond sites identified during Part 'A'. There are 6 basins within the project limits. Wetland impacts are anticipated with this project.

B.2.3 Utilities Coordination (Activity 7)

The CONSULTANT is responsible to certify that all necessary arrangements for utility work on this project have been made and will not conflict with the physical construction schedule. The CONSULTANT should coordinate with CFX and COUNTY personnel to coordinate transmittals to Utility Companies and meet production schedules.

The CONSULTANT may employ more than one individual or utility engineering consultant to provide utility coordination and engineering design expertise. The CONSULTANT shall identify a dedicated person responsible for managing all utility coordination activities. This

person shall be contractually referred to as the Utility Coordination Manager and shall be identified in the CONSULTANT proposal.

The Utility Coordination Manager shall be responsible for managing all utility coordination, including the following:

- Assuring that Utility Coordination and accommodation is in accordance to the FDOT and AASHTO standards, policies, procedures, and design criteria.
- Assisting the engineer of record in identifying all existing utilities and coordinating any new installations. Assisting the Engineer of Record with resolving utility conflicts.
- Scheduling and performing utility coordination meetings, keeping and distribution of minutes/action items of all utility meetings, and ensuring expedient follow-up on all unresolved issues.
- Distributing all plans, conflict matrixes and changes to affected utility owners and making sure this information is properly coordinated and documented.
- Identifying and coordinating the completion of any COUNTY or utility owner agreement that is required for reimbursement, or accommodation of the utility facilities associated with the project.
- Review and certify that all Utility Work Schedules are correct and in accordance with CFX and COUNTY standards, policies, and procedures.
- Prepare, review and process all utility related reimbursable paperwork inclusive of betterment and salvage determination.

B.2.4 Environmental Permits and Environmental Clearances (Activity 8)

South Florida Water Management District and US Army Corps of Engineers permits are anticipated. CFX and/or the COUNTY will provide compensatory wetland mitigation in accordance with Section 373.4137, Florida Statutes, if necessary.

B.2.5 Structures (Activities 9 – 18)

There are no bridges or bridge culverts along the Osceola-Polk Line Road corridor, thus structural design and plans will be limited to miscellaneous structures. Type of Bridge Structure Work:

- BDR – N/A
- Temporary Bridge – N/A
- Short Span Concrete – N/A
- Medium Span Concrete
- Structural Steel – N/A
- Segmental Concrete – N/A
- Movable Span – N/A
- Retaining Walls: temporary critical retaining walls may be required for culvert extensions.
- Noise Barrier Walls: N/A
- Miscellaneous: for any miscellaneous structures, e.g. mast arms at new signalized intersection(s), retaining walls, or overhead signs, that are identified in Part ‘A’ of this scope (only mast arms are anticipated).

B.2.6 Signing and Pavement Markings (Activities 19 & 20)

Standard single-post signs and multi-post signs are required for this project.

B.2.7 Signalization (Activities 21 & 22)

Intersections: Lake Wilson Road is being improved by Polk County in a separate project and the Project's widening is not expected to impact the existing US 17 signal. Therefore, signal modifications are not anticipated at these two locations. Polk County is planning to construct a new signal at Old Lake Wilson Road. This existing signal will need to be modified as part of this project. In addition, a signal analysis is required to determine if signals are needed for the new ramp intersections of the Poinciana Parkway Extension. Signal designs will also be provided for these two locations if warranted.

- Traffic Data Collection
- Traffic Studies
- Count Stations
- Traffic Monitoring Sites

B.2.8 Lighting (Activities 23 & 24)

Conventional lighting will be considered along the entire corridor on both sides of Osceola Polk Line Road depending on the results of the Lighting Justification Report in Part 'A'. Lighting of the roadway and any signalized intersections shall be in conformance with FDOT FDM Section 231.

B.2.9 Landscape (Activities 25 & 26)

Include coordination with existing and/or proposed underground utilities including but not limited to lighting, drainage and ITS. Only irrigation sleeving is included in this project.

Planting Plans: N/A

Irrigation Plans: Include sleeves in the Project's design to accommodate future irrigation systems in conformance to the Landscape Opportunity Plan.

Hardscape Plans: - N/A

Outdoor Advertising: N/A

B.2.10 Survey (Activity 27)

Design Survey: horizontal and vertical control and 3D Digital Terrain Model for obscured areas and off site pond locations.

Subsurface Utility Exploration: SUE work is anticipated for this project.

Right of Way Survey: Right of Way Survey is needed for this project as right-of-way will be acquired by CFX and/or the COUNTY for proposed ponds.

Vegetation Survey: N/A

B.2.11 Photogrammetry (Activity 28) – N/A

B.2.12 Mapping (Activity 29)
Control Survey Map: - Control survey map is anticipated for this project as right-of-way will be acquired by the CFX and/or the COUNTY for proposed ponds and roadway improvements.

Right of Way Map: Right of way mapping is anticipated for this project as right-of-way will be acquired by CFX and/or the COUNTY for proposed ponds and roadway improvements.

Legal Descriptions: Legal sketch and descriptions are anticipated for this project as right-of-way will be acquired by CFX and/or the COUNTY for proposed ponds and roadway improvements.

Maintenance Map: – N/A

Miscellaneous Items: – N/A

B.2.13 Terrestrial Mobile LiDAR (Activity 30) – N/A

B.2.14 Architecture (Activity 31) – N/A

B.2.15 Noise Barriers (Activity 32) – N/A

B.2.16 Intelligent Transportation Systems (Activities 33 & 34) – N/A

B.2.17 Geotechnical (Activity 35)
The following field and lab tests are anticipated: soil drilling with SPT sampling, auger borings, undisturbed sample, perc/infiltration testing, and resilient modulus.

B.2.18 3D Modeling (Activity 36) – N/A

B.2.19 Project Schedule
Within tewenty (20) days after the Notice-To-Proceed, and prior to the CONSULTANT beginning work, the CONSULTANT shall provide a detailed project activity/event schedule for CFX and the COUNTY with scheduled calendar deadlines in a format prescribed by CFX.. The schedule shall be based upon the 24 months for project development, design and right-of-way mapping. For the purpose of scheduling, the CONSULTANT shall allow for a three week review time for each phase submittal and any other submittals as appropriate
.
All fees and price proposals are to be based on the negotiated schedule of 24 months for final construction contract documents.

Periodically, throughout the life of the contract, the project schedule shall be reviewed and, with the approval of CFX and the COUNTY, adjusted as necessary to incorporate changes in the Scope of Services and progress to date.

B.2.20 Submittals

The CONSULTANT shall furnish construction contract documents as required by CFX to adequately control, coordinate, and approve the work concepts. The CONSULTANT shall distribute submittals as directed by CFX. CFX and the COUNTY will determine the specific number of copies required prior to each submittal.

B.2.21 Provisions for Work

All work shall be prepared with English units in accordance with the latest editions of standards and requirements utilized by CFX which include, but are not limited to, publications such as:

General

- Title 29, Part 1910, Standard 1910.1001, Code of Federal Regulations (29 C.F.R. 1910.1001) – Asbestos Standard for Industry, U.S. Occupational Safety and Health Administration (OSHA)
- 29 C.F.R. 1926.1101 – Asbestos Standard for Construction, OSHA
- 40 C.F.R. 61, Subpart M - National Emission Standard for Hazardous Air Pollutants (NESHAP), Environmental Protection Agency (EPA)
- 40 C.F.R. 763, Subpart E – Asbestos-Containing Materials in Schools, EPA
- 40 C.F.R. 763, Subpart G – Asbestos Worker Protection, EPA
- Americans with Disabilities Act (ADA) Standards for Accessible Design
- AASHTO – A Policy on Design Standards Interstate System
- AASHTO – Roadside Design Guide
- AASHTO – Roadway Lighting Design Guide
- AASHTO – A Policy for Geometric Design of Highways and Streets
- AASHTO – Highway Safety Manual
- Rule Chapter 5J-17, Florida Administrative Code (F.A.C.), Standards of Practice for Professional Surveyors and Mappers
- Chapter 469, Florida Statutes (F.S.) – Asbestos Abatement
- Rule Chapter 62-257, F.A.C., Asbestos Program
- Rule Chapter 62-302, F.A.C., Surface Water Quality Standards
- Code of Federal Regulations (C.F.R.)
- Florida Administrative Codes (F.A.C.)
- Chapters 20, 120, 215, 455, Florida Statutes (F.S.) – Florida Department of Business & Professional Regulations Rules
- Florida Department of Environmental Protection Rules
- FDOT Basis of Estimates Manual
- FDOT Computer Aided Design and Drafting (CADD) Manual
- FDOT Standard Plans
- FDOT Flexible Pavement Design Manual
- FDOT - Florida Roundabout Guide
- FDOT Handbook for Preparation of Specifications Package
- FDOT Standard Plans Instructions
- FDOT Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (“Florida Greenbook”)
- FDOT Materials Manual
- FDOT Pavement Type Selection Manual

- FDOT Design Manual
- FDOT Procedures and Policies
- FDOT Procurement Procedure 001-375-030, Compensation for Consultant Travel Time on Professional Services Agreements
- FDOT Project Development and EnvironmentManual
- FDOT Project Traffic Forecasting Handbook
- FDOT Public Involvement Handbook
- FDOT Rigid Pavement Design Manual
- FDOT Standard Specifications for Road and Bridge Construction
- FDOT Utility Accommodation Manual
- Manual on Speed Zoning for Highways, Roads, and Streets in Florida
- Federal Highway Administration (FHWA) - Manual on Uniform Traffic Control Devices (MUTCD)
- FHWA – National Cooperative Highway Research Program (NCHRP) Report 672, Roundabouts: An Informational Guide
- FHWA Roadway Construction Noise Model (RCNM) and Guideline Handbook
- Florida Fish and Wildlife Conservation Commission - Standard Manatee Construction Conditions 2005
- Florida Statutes (F.S.)
- Florida's Level of Service Standards and Guidelines Manual for Planning
- Model Guide Specifications – Asbestos Abatement and Management in Buildings, National Institute for Building Sciences (NIBS)
- Quality Assurance Guidelines
- Safety Standards
- Any special instructions from CFX

Roadway

- FDOT – Florida Intersection Design Guide
- FDOT - Project Traffic Forecasting Handbook
- FDOT - Quality/Level of Service Handbook
- Florida's Level of Service Standards and Highway Capacity Analysis for the SHS
- Transportation Research Board (TRB) - Highway Capacity Manual

Permits

- Chapter 373, F.S. – Water Resources
- US Fish and Wildlife Service Endangered Species Programs
- Florida Fish and Wildlife Conservation Commission Protected Wildlife Permits
- Bridge Permit Application Guide, COMDTPUB P16591.3C
- Building Permit

Drainage

- FDOT Bridge Hydraulics Handbook
- FDOT Culvert Handbook
- FDOT Drainage Manual

- FDOT Erosion and Sediment Control Manual
- FDOT Exfiltration Handbook
- FDOT Hydrology Handbook
- FDOT Open Channel Handbook
- FDOT Optional Pipe Materials Handbook
- FDOT Storm Drain Handbook
- FDOT Stormwater Management Facility Handbook
- FDOT Temporary Drainage Handbook
- FDOT Drainage Connection Permit Handbook
- FDOT Bridge Scour Manual

Survey and Mapping

- All applicable Florida Statutes and Administrative Codes
- Applicable Rules, Guidelines Codes and authorities of other Municipal, County, State and Federal Agencies.
- FDOT Aerial Surveying Standards for Transportation Projects Topic 550-020-002
- FDOT Right of Way Mapping Handbook
- FDOT Surveying Procedure Topic 550-030-101
- Florida Department of Transportation Right of Way Procedures Manual
- Florida Department of Transportation Surveying Handbook
- Right of Way Mapping Procedure 550-030-015

Traffic Engineering and Operations and ITS

- AASHTO - An Information Guide for Highway Lighting
- AASHTO - Guide for Development of Bicycle Facilities
- FHWA Standard Highway Signs Manual
- FDOT Manual on Uniform Traffic Studies (MUTS)
- FDOT Median Handbook
- FDOT Traffic Engineering Manual
- National Electric Safety Code
- National Electrical Code

Traffic Monitoring

- American Institute of Steel Construction (AISC) Manual of Steel Construction, referred to as “AISC Specifications”
- American National Standards Institute (ANSI) RP-8-00 Recommended Practice for Roadway Lighting
- AASHTO AWS D1.1/ANSI Structural Welding Code – Steel
- AASHTO D1.5/AWS D1.5 Bridge Welding Code
- FHWA Traffic Detector Handbook
- FDOT General Interest Roadway Data Procedure
- FHWA Traffic Monitoring Guide
- FDOT’s Traffic/Polling Equipment Procedures

Structures

- AASHTO Load and Resistance Factor Design (LRFD) Bridge Design Specifications and Interims
- AASHTO LRFD Movable Highway Bridge Design Specifications and Interims
- AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals, and Interims
- AASHTO/-AWS-D1. 5M/D1.5: An American National Standard Bridge Welding Code
- AASHTO Guide Specifications for Structural Design of Sound Barriers
- AASHTO Manual for Condition Evaluation and Load and Resistance Factor Rating (LRFR) of Highway Bridges
- FDOT Bridge Load Rating Manual
- FDOT Structures Manual
- FDOT Structures Design Bulletins (available on FDOT Structures web site only)

Geotechnical

- FHWA Checklist and Guidelines for Review of Geotechnical Reports and Preliminary Specifications
- Manual of Florida Sampling and Testing Methods
- Soils and Foundation Handbook

Landscape Architecture

- Florida Department of Agriculture and Consumer Services Grades and Standards for Nursery Plants
- Rule Chapter 62-600, F.A.C., Domestic Wastewater Facilities
- Rule Chapter 62-761, F.A.C., Underground Storage Tank Systems
- American Concrete Institute
- American Institute of Architects - Architect's Handbook of Professional Practice
- American Society for Testing and Materials - ASTM Standards
- Brick Institute of America
- DMS - Standards for Design of State Facilities
- Florida Concrete Products Association
- FDOT – ADA/Accessibility Procedure
- FDOT – Building Code Compliance Procedure
- FDOT – Design Build Procurement and Administration
- LEED (Leadership in Energy and Environmental Design) Green Building Rating System
- National Concrete Masonry Association
- National Electrical Code
- Portland Cement Association - Concrete Masonry Handbook
- United State Green Building Council (USGBC)

B.2.22 Services to be Performed by CFX and/or the COUNTY when appropriate and available, CFX and/or the COUNTY will provide project data including:

- Numbers for field books
- Preliminary Horizontal Network Control
- Access for the CONSULTANT to utilize CFX and COUNTY Information Technology Resources
- All CFX and COUNTY agreements with Utility Agency Owner (UAO)
- All certifications necessary for project letting
- All information that may come to CFX and the COUNTY pertaining to future improvements
- All future information that may come to CFX and the COUNTY during the term of the CONSULTANT's Agreement, which in the opinion of CFX and the COUNTY is necessary for the prosecution of the work.
- Available traffic and planning data
- All approved utility relocations
- Project utility certification to CFX
- Any necessary title searches
- Engineering standards review services
- All available information in the possession of CFX and the COUNTY pertaining to utility companies whose facilities may be affected by the proposed construction.
- All future information that may come to CFX and the COUNTY pertaining to subdivision plans so that the CONSULTANT may take advantage of additional areas that can be utilized as part of the existing right of way.
- Systems traffic for Projected Design Year, with K, D, and T factors
- Previously constructed Highway Beautification or Landscape Construction Plans
- Landscape Opportunity Plan(s)
- Existing right of way maps
- Proposed right of way cost estimates
- Existing cross slope data for all RRR projects
- Existing pavement evaluation report for all RRR projects
- PD&E Documents
- Design Reports
- Letters of authorization designating the CONSULTANT as an agent of CFX and/or the COUNTY in accordance with F.S. 337.274.
- Phase reviews of plans and engineering documents
- Regarding Environmental Permitting Services:
- Approved Permit Document when available
- Approval of all contacts with environmental agencies
- General philosophies and guidelines of CFX and the COUNTY to be used in the fulfillment of this contract. Objectives, constraints, budgetary limitations, and time constraints will be completely defined by the CFX Project Manager.

B.3 PROJECT COMMON AND PROJECT GENERAL TASKS

Project Common Tasks

Project Common Tasks, as listed below, are work efforts that are applicable to many project activities, 4 (Roadway Analysis) through 35 (Geotechnical). These tasks are to be included in the project scope in each applicable activity when the described work is to be performed by the CONSULTANT.

Cost Estimates: The CONSULTANT is responsible for producing a construction cost estimate and reviewing and updating the cost estimate when scope changes occur and/or at milestones of the project. A Summary of Pay Items sheet shall be prepared with all required Plans submittals as required.

Technical Special Provisions: The CONSULTANT shall provide Technical Special Provisions for all items of work not covered by the Standard Specifications for Road and Bridge Construction and the workbook of implemented modifications.

A Technical Special Provision shall not modify the Standard Specifications and implemented modifications in any way.

The Technical Special Provisions shall provide a description of work, materials, equipment and specific requirements, method of measurement and basis of payment. Proposed Technical Special Provisions will be submitted to CFX and the COUNTY for initial review at the time of the Phase III plans review submission to CFX Project Manager. This timing will allow for adequate processing time prior to final submittal. The Technical Special Provisions will be reviewed for suitability in accordance with the Handbook for Preparation of Specification Packages. CFX and the COUNTY will review and comment. All comments will be returned to the CONSULTANT for correction and resolution. Final Technical Special Provisions shall be digitally signed and sealed in accordance with applicable Florida Statutes.

The CONSULTANT shall contact CFX for details of the current format to be used before starting preparations of Technical Special Provisions.

Modified Special Provisions: The CONSULTANT shall provide Modified Special Provisions as required by the project. Modified Special Provisions are defined in the Specifications Handbook.

A Modified Special Provision shall not modify the first nine sections of the Standard Specifications and implemented modifications in any way. All modifications to other sections must be justified to CFX and the COUNTY to be included in the project's specifications package.

Field Reviews: The CONSULTANT shall make as many trips to the project site as required to obtain necessary data for all elements of the project.

Technical Meetings: The CONSULTANT shall attend all technical meetings necessary to execute the Scope of Services of this contract. This includes meetings with CFX, COUNTY and/or Agency staff, between disciplines and subconsultants, such as access management meetings, pavement design meetings, local governments, railroads, airports, progress review meetings (phase review), and miscellaneous meetings. The CONSULTANT shall prepare, and submit to CFX and the COUNTY for review, the meeting minutes for all meetings attended by them. The meeting minutes are due within five (5) working days of attending the meeting.

Quality Assurance/Quality Control: It is the intention of CFX that design CONSULTANTS, including their subconsultant(s), are held responsible for their work, including plans review.

The purpose of CONSULTANT plan reviews is to ensure that CONSULTANT plans follow the plan preparation procedures outlined in the FDOT Design Manual, that state and federal design criteria are followed with the concept, and that the CONSULTANT submittals are complete. All subconsultant document submittals shall be submitted by the subconsultant directly to the CONSULTANT for their independent Quality Assurance/Quality Control review and subsequent submittal to CFX.

It is the CONSULTANT'S responsibility to independently and continually QC their plans and other deliverables. The CONSULTANT should regularly communicate with the CFX Project Manager to discuss and resolve issues or solicit opinions from those within designated areas of expertise.

The CONSULTANT shall be responsible for the professional quality, technical accuracy and coordination of all surveys, designs, drawings, specifications and other services furnished by the CONSULTANT and their subconsultant(s) under this contract.

The CONSULTANT shall provide a Quality Control Plan that describes the procedures to be utilized to verify, independently check, and review all maps, design drawings, specifications, and other documentation prepared as a part of the contract. The CONSULTANT shall describe how the checking and review processes are to be documented to verify that the required procedures were followed. The Quality Control Plan shall be one specifically designed for this project. The CONSULTANT shall submit a Quality Control Plan for approval within twenty (20) business days of the written Notice to Proceed and it shall be signed by the CONSULTANT's Project Manager and the CONSULTANT QC Manager. The Quality Control Plan shall include the names of the CONSULTANT's staff that will perform the quality control reviews. The Quality Control reviewer shall be a Florida Licensed Professional Engineer fully prequalified under F.A.C. 14-75 in the work type being reviewed. A marked up set of prints from a Quality Control Review indicating the reviewers for each component (structures, roadway, drainage, signals, geotechnical, signing and marking, lighting, landscape, surveys, etc.) and a written resolution of comments on a point-by-point basis will be required, if requested by CFX and/or the COUNTY, with each phase submittal. The responsible Professional Engineer, Landscape Architect, or Professional Surveyor & Mapper that performed the Quality Control review will sign a statement certifying that the review was conducted and found to meet required specifications.

The CONSULTANT shall, without additional compensation, correct all errors or deficiencies in the designs, maps, drawings, specifications and/or other products and services.

Independent Peer Review: - N/A

A Constructability/Bidability Review for design Phase Plans document submittals are required on this project. These separate reviews shall be completed by someone who has not worked on the plan component that is being reviewed. These could include but are not limited to a separate office under the Prime's umbrella, a subconsultant that is qualified in the work group being reviewed, or a CEI. It does not include persons who have knowledge of the day to day design efforts. The Constructability/Bidability Review shall be performed by a person with experience working on CFX and/or COUNTY construction projects (CEI, Contractor, etc.).

The Constructability/Bidability Review shall ensure the project can be constructed and paid for as designed. Constructability/Bidability Reviews should be conducted prior to the Phase

III and Phase IV submittals, using the Phase Review Checklist (Guidance Document 1-1-A) from the FDOT Construction Project Administration Manual (CPAM) as a minimum guideline. The CONSULTANT shall submit this checklist, as well as the "marked-up" set of plans during this review, and review comments and comment responses from any previous Constructability/Bidability reviews. These items will be reviewed by CFX and COUNTY Design and Construction.
Supervision: The CONSULTANT shall supervise all technical design activities.
Coordination: The CONSULTANT shall coordinate with all disciplines of the project to produce a final set of construction documents.

Project General Tasks

Project General Tasks, described in Sections 3.1 through 3.7 below, represent work efforts that are applicable to the project as a whole and not to any one or more specific project activity. The work described in these tasks shall be performed by the CONSULTANT when included in the project scope.

B.3.1 Public Involvement – N/A (included in Part A)

B.3.2 Joint Project Agreements – N/A

B.3.3 Specifications Package Preparation

Standard CFX specifications will be provided to the Consultant. The Consultant shall review the specifications and modify them as necessary.

B.3.4 Contract Maintenance and Project Documentation

Contract maintenance includes project management effort for complete setup and maintenance of files, electronic folders and documents, developing technical monthly progress reports and schedule updates. Project documentation includes the compilation and delivery of final documents, and reports or calculations that support the development of the contract plans. Updating CFX and the COUNTY on public involvement activities, including providing Project information for CFX and COUNTY websites and responding to public and public official questions outside of the public meetings that are listed herein, are included in this task.

B.3.5 Value Engineering (Multi-Discipline Team) Review – N/A

B.3.6 Prime Consultant Project Manager Meetings

Includes only the Prime Consultant Project Manager's time for travel and attendance at Activity Technical Meetings and other meetings listed in the meeting summary for Task 3.6 on tab 3 Project General Task of the staff hour forms. Staff hours for other personnel attending Activity Technical Meetings are included in the meeting task for that specific Activity.

B.3.7 Plans Update – N/A

B.3.8 Post Design Services – N/A

B.3.9 Digital Delivery

The CONSULTANT shall deliver final contract plans and documents in digital format. The final contract plans and documents shall be digitally signed and sealed files delivered to CFX and the COUNTY on acceptable electronic media, as determined by CFX and the COUNTY.

B.3.10 Risk Assessment Workshop – N/A

B.3.11 Railroad, Transit and/or Airport Coordination – (Transit and Airport are N/A)

The CONSULTANT shall coordinate with CSX for necessary design and permit requirements to replace the existing R.R. crossing west of the US 17 intersection including minimum median width, type of crossing (e.g. concrete slab), and potential reuse and relocation of existing signal equipment.

B.3.12 Landscape and Existing Vegetation Coordination – N/A

B.3.13 Other Project General Tasks – N/A

B.4 ROADWAY ANALYSIS

The CONSULTANT shall analyze and document Roadway Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

B.4.1 Typical Section Package

A Typical Section Package will not be prepared for this project. Rather, typical sections will be prepared as part of the Alternatives Technical Memorandum and submitted to CFX and the COUNTY for review and approval.

B.4.2 Pavement Type Selection Report – N/A

B.4.3 Pavement Design Package

The CONSULTANT shall provide an approved Pavement Design Summary prior to the Phase II plans submittal date.

B.4.4 Cross-Slope Correction – N/A

B.4.5 Horizontal/Vertical Master Design Files (also see Activity 36)

The CONSULTANT shall design the geometrics using the FDOT Design Manual and Standard Plans that are most appropriate with proper consideration given to the design traffic volumes, design speed, capacity and levels of service, functional classification, adjacent land use, design consistency and driver expectancy, aesthetics, existing vegetation to be preserved, pedestrian and bicycle concerns, ADA requirements, Safe Mobility For Life Program, access management, PD&E documents and scope of work. The CONSULTANT shall also develop utility conflict information to be provided to project Utility Coordinator in the format requested by CFX and the COUNTY.

B.4.6 Access Management

The CONSULTANT shall incorporate access management standards in coordination with CFX and COUNTY staff. The CONSULTANT shall review adopted access management standards and the existing access conditions (interchange spacing, signalized intersection spacing, median opening spacing, and connection spacing). Median openings that will be closed, relocated, or substantially altered shall be shown on plan sheets and submitted with supporting documentation for review with the first plans submittal.

CFX and the COUNTY shall provide access management classification information and information derived from PD&E studies and public hearings to be used by the CONSULTANT.

B.4.7 Roundabout Evaluation – N/A

B.4.8 Roundabout Final Design Analysis – N/A

B.4.9 Cross Section Design Files

The CONSULTANT shall establish and develop cross section design files in accordance with the FDOT CADD manual and FDOT Design Manual. Includes all work required to establish and utilize intelligent/automated methods for creating cross sections including

determining the locations for which all cross sections will be shown, existing and proposed features, cross section refinement, placement of utilities and drainage, soil boxes, R/W lines, earthwork calculations, and other required labeling.

B.4.10 Temporary Traffic Control Plan (TTCP) Analysis

The CONSULTANT shall design a safe and effective TTCP to move vehicular and pedestrian traffic during all phases of construction. The design shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations, roadway pavement, drainage structures, ditches, front slopes, back slopes, drop offs within clear zone, transit stops, and traffic monitoring sites. Special consideration shall be given to the construction of the drainage system when developing the construction phases. Positive drainage must be maintained at all times. The design shall include construction phasing of roadways to accommodate the construction or relocation of utilities when the contract includes Joint Project Agreements (JPAs).

The CONSULTANT shall investigate the need for temporary traffic signals, detours, diversions, lane shifts, and the use of materials such as sheet piling in the analysis. The Traffic Control Plan shall be prepared by a certified designer who has completed training as required by the FDOT. Before proceeding with the TTCP, the CONSULTANT shall meet with the appropriate CFX and COUNTY personnel. The purpose of this meeting is to provide information to the CONSULTANT that will better coordinate the Preliminary and Final TTCP efforts.

The CONSULTANT shall consider the local impact of any lane closures or alternate routes. When the need to close a road is identified during this analysis, the CONSULTANT shall notify CFX and the COUNTY as soon as possible. Proposed road closings must be reviewed and approved by CFX and the COUNTY. Diligence shall be used to minimize negative impacts by appropriate specifications, recommendations or plans development. Local impacts to consider will be local events, holidays, peak seasons, detour route deterioration and other eventualities. CONSULTANT shall be responsible to obtain local authorities' permission for use of detour routes.

B.4.11 Master TTCP Design Files

The CONSULTANT shall develop master TTCP files showing each phase of the TTCP. This includes all work necessary for designing lane configurations, diversions, lane shifts, signing and pavement markings, temporary traffic control devices, and temporary pedestrian ways.

B.4.12 Selective Clearing and Grubbing – N/A

B.4.13 Tree Disposition Plans – N/A

B.4.14 Design Variations and Exceptions

There is potential for a design variation for median width just west of US 17/92,

B.4.15 Design Report – N/A

B.4.16 Quantities
The CONSULTANT shall develop accurate quantities and the supporting documentation, including construction days when required.

B.4.17 Cost Estimate
B.4.18 Technical Special Provisions and Modified Special Provisions
B.4.19 Other Roadway Analyses
B.4.20 Field Reviews
B.4.21 Monitor Existing Structures – N/A
B.4.22 Technical Meetings
B.4.23 Quality Assurance/Quality Control
B.4.24 Independent Peer Review – N/A
B.4.25 Supervision
B.4.26 Coordination

B.5 ROADWAY PLANS

The CONSULTANT shall prepare Roadway, TTCP, Utility Adjustment Sheets, plan sheets, notes, and details. The plans shall include the following sheets necessary to convey the intent and scope of the project for the purposes of construction.

B.5.1 Key Sheet
B.5.2 Summary of Pay Items Including Quantity Input
B.5.3 Typical Section Sheets
B.5.3.1 Typical Sections
B.5.3.2 Typical Section Details – N/A
B.5.4 General Notes/Pay Item Notes
B.5.5 Summary of Quantities Sheets
B.5.6 Project Layout
B.5.7 Plan/Profile Sheet
B.5.8 Profile Sheet – N/A
B.5.9 Plan Sheet – N/A
B.5.10 Special Profile– N/A
B.5.11 Back-of-Sidewalk Profile Sheet – N/A
B.5.12 Interchange Layout Sheet – N/A
B.5.13 Ramp Terminal Details (Plan View) – coordinate with CFX Project No. 538-235
B.5.14 Intersection Layout Details
B.5.15 Special Details– N/A
B.5.16 Cross-Section Pattern Sheets
B.5.17 Roadway Soil Survey Sheets
B.5.18 Cross Sections
B.5.19 Temporary Traffic Control Plan Sheets
B.5.20 Temporary Traffic Control Cross Section Sheets– N/A
B.5.21 Temporary Traffic Control Detail Sheets
B.5.22 Utility Adjustment Sheets
B.5.23 Selective Clearing and Grubbing Sheets – N/A
B.5.24 Tree Disposition Plan Sheets – N/A
B.5.25 Project Control Sheets

B.5.26 Environmental Detail Sheets
Coordination with CFX Permits/Environmental staff and preparing Dredge & Fill Detail sheets where applicable.

B.5.27 Utility Verification Sheets (SUE Data)
B.5.28 Quality Assurance/Quality Control
B.5.29 Supervision

B.6a DRAINAGE ANALYSIS

The CONSULTANT shall analyze and document Drainage Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

The CONSULTANT shall be responsible for designing a drainage and stormwater management system. All design work shall comply with the requirements of the appropriate regulatory agencies and the FDOT Drainage Manual.

The CONSULTANT shall coordinate fully with the appropriate permitting agencies and CFX and COUNTY staff. All activities and submittals should be coordinated through the CFX and the COUNTY. The work will include the engineering analyses for any or all of the following:

B.6a.1 Drainage Map Hydrology

Create a (pre- and/or post-condition) working drainage basin map to be used in defining the system hydrology. This map shall incorporate drainage basin boundaries, existing survey and/or LiDAR and field observations, as necessary, to define the system. Basin delineations shall also include any existing collection systems in a logical manner to aid in the development of the hydraulic model. Include coordination hours needed to convey drainage hydrologic features onto produced drainage maps.

B.6a.2 Base Clearance Calculations

Analyze, determine, and document high water elevations per basin which will be used to set roadway profile grade and roadway materials. Determine surface water elevations at cross drains, floodplains, outfalls and adjacent stormwater ponds. Determine groundwater elevations at intervals between the above-mentioned surface waters. Document findings in a Base Clearance Report.

B.6a.3 Pond Siting Analysis and Report

Reevaluate recommended pond sites and the preliminary hydrologic analysis from Part ‘A’.

B.6a.4 Design of Cross Drains

Analyze the hydraulic design and performance of cross drains. Check existing cross drains to determine if they are structurally sound and can be extended. Document the design as required. Determine and provide flood data as required.

B.6a.5 Design of Ditches

Design roadway conveyance and outfall ditches. This task includes capacity calculations, longitudinal grade adjustments, flow changes, additional adjustments for ditch convergences, selection of suitable channel lining, design of side drain pipes, and documentation. (Design of linear stormwater management facilities in separate task.)

B.6a.6 Design of Stormwater Management Facility (Offsite or Infield Pond)

Design stormwater management facilities to meet requirements for stormwater quality treatment, attenuation and aesthetics. Develop proposed pond layout (contributing drainage basin, shape, contours, slopes, volumes, tie-ins, aesthetics, etc.), perform routing, pollutant/nutrient loading calculations, recovery calculations, design the outlet control structure and buoyancy calculations for pond liners when necessary.

B.6a.7 Design of Stormwater Management Facility (Roadside Treatment Swales and Linear Ponds) – N/A

B.6a.8 Design of Floodplain Compensation
Determine floodplain encroachments, coordinate with regulatory agencies, and develop proposed compensation area layout (shape, contours, slopes, volumes, etc.). Document the design following the requirements of the regulatory agency.

B.6a.9 Design of Storm Drains
Delineate contributing drainage areas, determine runoff, inlet locations, and spread. Calculate hydraulic losses (friction, utility conflict and, if necessary, minor losses). Determine design tailwater and, if necessary, outlet scour protection.

B.6a.10 Optional Culvert Material – N/A (County preference is RCP)

B.6a.11 French Drain Systems – N/A
B.6a.11a Existing French Drain Systems – N/A
B.6a.12 Drainage Wells – N/A

B.6a.13 Drainage Design Documentation Report
Compile drainage design documentation into report format. Include documentation for all the drainage design tasks and associated meetings and decisions, except for stand-alone reports, such as the Pond Siting Analysis Report and Bridge Hydraulics Report.

B.6a.14 Bridge Hydraulic Report – N/A

B.6a.15 Temporary Drainage Analysis
Evaluate and address drainage to adequately drain the road and maintain existing offsite drainage during all construction phases. Provide documentation.

B.6a.16 Cost Estimate
Prepare cost estimates for the drainage components, except bridges and earthwork for stormwater management and flood compensation sites.

B.6a.17 Technical Special Provisions / Modified Special Provisions – N/A

B.6a.18 Hydroplaning Analysis – N/A
B.6a.19 Existing Permit Analysis – N/A

B.6a.20 Other Drainage Analysis
Includes all efforts for a drainage task not covered by an existing defined task.

B.6a.21 Noise Barrier Evaluation –N/A
B.6a.22 Field Reviews

B.6a.23 Technical Meetings
Meetings with CFX and COUNTY staff, regulatory agencies, local governments such as

meetings with Osceola County, the Water Management District, FDEP, etc.

B.6a.24 Environmental Look-Around Meetings – N/A
B.6a.25 Quality Assurance/Quality Control
B.6a.26 Independent Peer Review – N/A
B.6a.27 Supervision
B.6a.28 Coordination

B.6b DRAINAGE PLANS

The CONSULTANT shall prepare Drainage plan sheets, notes, and details. The plans shall include the following sheets necessary to convey the intent and scope of the project for the purposes of construction.

B.6b.1 Drainage Map
B.6b.2 Bridge Hydraulics Recommendation Sheets – N/A
B.6b.3 Summary of Drainage Structures
B.6b.4 Optional Pipe/Culvert Material – N/A
B.6b.5 Drainage Structure Sheet(s) (Per Structure)
B.6b.6 Miscellaneous Drainage Detail Sheets
B.6b.7 Lateral Ditch Plan/Profile– N/A
B.6b.8 Lateral Ditch Cross Sections– N/A
B.6b.9 Retention/Detention Pond Detail Sheet(s)
B.6b.10 Retention Pond Cross Sections
B.6b.11 Erosion Control Plan Sheet(s) – N/A
B.6b.12 SWPPP Sheet(s)
B.6b.13 Quality Assurance/Quality Control
B.6b.14 Supervision

B.7 UTILITIES

The CONSULTANT shall identify utility facilities and secure agreements, utility work schedules, and plans from the Utility Agency Owners (UAO) ensuring all conflicts that exist between utility facilities and CFX construction project are addressed. The CONSULTANT shall certify all utility negotiations have been completed and that arrangements have been made for utility work to be undertaken.

B.7.1 Utility Kickoff Meeting

Before any contact with the UAO(s), the CONSULTANT shall meet with CFX and the COUNTY to receive guidance, as may be required, to assure that all necessary coordination will be accomplished in accordance with CFX and COUNTY procedures. CONSULTANT shall bring a copy of the design project work schedule reflecting utility activities.

B.7.2 Identify Existing Utility Agency Owner(s)

The Consultant shall identify all utilities within and adjacent to the project limits that may be impacted by the project.

B.7.3 Make Utility Contacts

First Contact: The CONSULTANT shall send letters and two sets of plans to each utility, one set for the utility office, and one set to CFX and the COUNTY. Includes contact by phone for meeting coordination. Request type, size, location, easements, and cost for relocation if reimbursement is claimed (note: review utility coordination from PD&E for necessity in this data gathering). Request the voltage level for power lines in the project area. Send UAO requests for reimbursement to CFX and the COUNTY for a legal opinion. Include the meeting schedule (if applicable) and the design schedule. Include typical meeting agenda. If scheduling a meeting, give 4 weeks advance notice.

Second Contact: At a minimum of 4 weeks prior to the meeting, the CONSULTANT shall transmit two complete sets of Phase II plans and the utility conflict information (when applicable and in the format requested by CFX and the COUNTY) to each UAO having facilities located within the project limits, and one set to CFX and the COUNTY.

Third Contact: Identify agreements and assemble packages. The CONSULTANT shall send agreements, letters, the utility conflict information (when applicable and in the format requested by CFX and the COUNTY) and two sets of plans to the UAO(s) including all component sets, one set for the utility office, one set to construction and maintenance if required. Include the design schedule.

B.7.4 Exception Processing – N/A

B.7.5 Preliminary Utility Meeting

The CONSULTANT shall schedule (time and place), notify participants, and conduct a preliminary utility meeting with all UAO(s) having facilities located within the project limits for the purpose of presenting the project, review the current design schedule, evaluate the utility information collected, provide follow-up information on compensable property rights from the CFX and COUNTY Legal Offices, discuss the utility work by highway contractor option with each utility, and discuss any future design issues that may impact utilities. This is also an opportunity for the UAO(s) to present proposed facilities. The

CONSULTANT shall keep accurate minutes and distribute a copy to all attendees.

B.7.6 Individual/Field Meetings

The CONSULTANT shall meet with each UAO as necessary, separately or together, throughout the project design duration to provide guidance in the interpretation of plans, review changes to the plans and schedules, standard or selective clearing and grubbing work, and assist in the development of the UAO(s) plans and work schedules. The CONSULTANT is responsible for motivating the UAO to complete and return the necessary documents after each Utility Contact or Meeting.

B.7.7 Collect and Review Plans and Data from UAO(s)

The CONSULTANT shall review utility marked plans and data individually as they are received for content. Ensure information from the UAO (utility type, material and size) is sent to the designer for inclusion in the plans. Forward all requests for utility reimbursement and supporting documentation to the DUO.

B.7.8 Subordination of Easements Coordination

The CONSULTANT, if requested by CFX and the COUNTY, shall transmit to and secure from the UAO the executed subordination agreements prepared by the appropriate CFX and COUNTY offices. The CONSULTANT shall coordinate with the DUO the programming of the necessary work program funds to compensate the UAO.

B.7.9 Utility Design Meeting

The CONSULTANT shall schedule (time and place), notify participants, and conduct a Utility meeting with all affected UAO(s). The CONSULTANT shall be prepared to discuss impacts to existing trees/vegetation and proposed landscape, drainage, traffic signalization, temporary traffic control plans (TTCP) (construction phasing), review the current design schedule and letting date, evaluate the utility information collected, provide follow-up information on compensable property rights from CFX and COUNTY Legal Offices, discuss with each UAO the utility work by highway contractor option, discuss any future design issues that may impact utilities, etc., to the extent that they may have an effect on existing or proposed utility facilities with particular emphasis on drainage and TTCP with each UAO. The intent of this meeting shall be to assist the UAOs in identifying and resolving conflicts between utilities and proposed construction before completion of the plans, including utility adjustment details. Also, to work with the UAOs to recommend potential resolution between known utility conflicts with proposed construction plans as may be deemed practical by the UAO. The CONSULTANT shall keep accurate minutes of all meetings and distribute a copy to all attendees within 3 days. See Task 4.5 (Horizontal/Vertical Master Design File) and Task 36.5 (Cross Section Design Files) for utility conflict location identification and adjustments.

B.7.10 Review Utility Markups & Work Schedules and Processing of Schedules & Agreements

The CONSULTANT shall review utility marked up plans and work schedules as they are received for content and coordinate review with the designer. Send color markups and schedules to the appropriate CFX and COUNTY offices such as survey, geotechnical, drainage, structures, lighting, roadway, signals, utilities, landscape architecture, municipalities, maintaining agency, and Traffic Operations for review and comment if required by CFX and the COUNTY. Coordinate with the CFX and the COUNTY for

execution. Distribute Executed Final Documents. Prepare Work Order for UAO(s). The CONSULTANT shall coordinate with the DUO the programming of necessary Work Program funds.

B.7.11 Utility Coordination/Follow-up

The CONSULTANT shall provide utility coordination and follow up. This includes follow-up, interpreting plans, and assisting the UAOs with completion of their work schedules and agreements. Includes phone calls, face-to-face meetings, etc., to motivate and ensure the UAO(s) complete and return the required documents in accordance with the project schedule. Ensure the resolution of all known conflicts. The CONSULTANT shall keep accurate minutes of all meetings and distribute a copy to all attendees. This task can be applied to all phases of the project

B.7.12 Utility Constructability Review

The CONSULTANT shall review utility schedules against construction contract time, and phasing for compatibility. Coordinate with and obtain written concurrence from the construction office. See Task 4.5 (Horizontal/Vertical Master Design File) and Task 36.5 (Cross Section Design Files) for utility conflict identification and adjustments.

B.7.13 Additional Utility Services – N/A

B.7.14 Processing Utility Work by Highway Contractor (UWHC)

This includes coordination of utility design effort between CFX, COUNTY, and the UAO(s). The CONSULTANT shall conduct additional coordination meetings, prepare and process the agreements, review tabulation of quantities, perform UWHC constructability and bidability review, review pay items, cost estimates and Technical Special Provisions (TSP) or Modified Special Provision (MSP) prepared by the UAO. This does not include utility the utility design effort. This item is not usually included in the scope at the time of negotiation. It is normally added as a supplemental agreement when the need is identified. Effort for the EOR is not included in this task, see Roadway Analysis Task Group 4.

B.7.15 Contract Plans to UAO(s)

If requested by CFX and/or the COUNTY, the CONSULTANT shall transmit the contract plans as processed for letting to the UAO(s). Transmittals to UAO(s) may be by certified mail, return receipt requested.

B.7.16 Certification/Close-Out

This includes hours for transmitting utility files to the DUO and preparation of the Utility Certification Letter. The CONSULTANT shall certify to the appropriate CFX and COUNTY representatives the following:

All utility negotiations (Full execution of each agreement, approved Utility Work Schedules, Technical Special Provisions or Modified Special Provisions written, etc.) have been completed with arrangements made for utility work to be undertaken and completed as required for proper coordination with the physical construction schedule.

OR

An on-site inspection was made and no utility work will be involved.

OR

Plans were sent to the Utility Companies/Agencies and no utility work is required.

B.7.17 Other Utilities – N/A

B.8 ENVIRONMENTAL PERMITS and ENVIRONMENTAL CLEARANCES

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 aerial maps at a 1"=400' scale which include SCS soils data, 100-year floodplain limits and proposed project.
3. Provide all plans, calculations, sketches and reports required for permits except as described above.
4. Provide copies of all drainage calculation, including pond routing nodal diagrams, for the project.
5. Assist CFX in responding to any requests for additional information made by regulatory agencies after the permit application is submitted.
6. 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.
7. Prepare a list of adjacent landowners along with address and nine- digit zip code at all wetland encroachment sites.
8. The Consultant will create and review dredge and fill sketches as required by the permitting agencies if applicable. Mitigation plans, if required, may be added as a supplemental service.
9. Determine extent of floodplain impacts, if any, and provide compensatory flood stages as required
10. Preliminary field evaluation of general land use and wildlife habitat within existing ROW, pond sites, and bridges
11. Pre-application meeting with FDEP

B.8.1 Preliminary Project Research – N/A

B.8.2 Field Work

B.8.2.1 Pond Site Alternatives:
The CONSULTANT shall coordinate with CFX on alternative pond sites.

B.8.2.2 Establish Wetland Jurisdictional Lines and Assessments – N/A
B.8.2.3 Species Surveys: – N/A
B.8.3 Agency Verification of Wetland Data – N/A
B.8.4 Complete and Submit All Required Permit Applications
CFX to prepare and submit all required permit documents. CONSULTANT to provide support to CFX in applications and response to RAIs.

B.8.4.1 Complete and Submit all Required Wetland Permit Applications:
The CONSULTANT shall assist CFX in responses to agency Requests for Additional Information (RAIs), including necessary revisions to the application package. All responses and completed application packages must be approved by CFX and the COUNTY prior to submittal to the regulatory agencies.

B.8.4.2 Complete and Submit all Required Species Permit Applications: – N/A

B.8.5 Coordinate and Review Dredge and Fill Sketches
The CONSULTANT shall provide Dredge and Fill Detail sheets to ensure information on the sketch(es) meet the requirements of the regulatory agencies and are appropriate for environmental permit application submittal and acquisition. The CONSULTANT will also provide environmental data/information as needed to support the preparation of the Dredge and Fill sketches.

B.8.6 Prepare USCG Permit Application – N/A
B.8.7 Prepare Water Management District or Local Water Control District Right of Way Occupancy Permit Application – N/A
B.8.8 Prepare Coastal Construction Control Line (CCCL) Permit Application – N/A
B.8.9 Prepare USACE Section 408 Application to Alter a Civil Works Project – N/A
B.8.10 Compensatory Mitigation Plan – N/A
B.8.11 Mitigation Coordination and Meetings – N/A
B.8.12 Other Environmental Permits – N/A
B.8.13 Technical Support to CFX for Environmental Clearances and Reevaluations (use when CONSULTANT provides technical support only) – N/A
B.8.13.1 NEPA or SEIR Re-evaluation - N/A
B.8.13.2 Archaeological and Historical Resources - (Included in Part A)
B.8.13.3 Wetland Impact Analysis – N/A
B.8.13.4 Essential Fish Habitat Impact Analysis - N/A
B.8.13.5 Protected Species and Habitat Impact Analysis – N/A
B.8.14 Preparation of Environmental Clearances and Re-evaluations (use when CONSULTANT prepares all documents associated with a re-evaluation) – N/A
B.8.15 Contamination Impact Analysis – N/A
B.8.16 Asbestos Survey – N/A
B.8.17 Technical Meetings
B.8.18 Quality Assurance/Quality Control
B.8.19 Supervision
B.8.20 Coordination

B.9 STRUCTURES - SUMMARY AND MISCELLANEOUS TASKS

The CONSULTANT shall analyze, design, and develop contract documents for all structures in accordance with applicable provisions as defined in Section 2.19, Provisions for Work. Individual tasks identified in Sections 9 through 18 are defined in the Staff Hour Estimation Handbook and within the provision defined in Section 2. 20, Provisions for Work. Contract documents shall display economical solutions for the given conditions.

The CONSULTANT shall provide Design Documentation to CFX with each submittal consisting of structural design calculations and other supporting documentation developed during the development of the plans. The design calculations submitted shall adequately address the complete design of all structural elements. These calculations shall be neatly and logically presented on digital media or, at CFX and COUNTY request, on 8 ½”x11” paper and all sheets shall be numbered. The final design calculations shall be signed and sealed by a Florida-licensed professional engineer. A cover sheet indexing the contents of the calculations shall be included and the engineer shall sign and seal that sheet. All computer programs and parameters used in the design calculations shall include sufficient backup information to facilitate the review task.

B.9.1 Key Sheet and Index of Drawings – N/A
B.9.2 Project Layout– N/A
B.9.3 General Notes and Bid Item Notes– N/A
B.9.4 Miscellaneous Common Details– N/A
B.9.5 Incorporate Report of Core Borings
B.9.6 Standard Plans- Bridges – N/A
B.9.7 Existing Bridge Plans – N/A
B.9.8 Assemble Plan Summary Boxes and Quantities – N/A
B.9.9 Cost Estimate – N/A
B.9.10 Technical Special Provisions and Modified Special Provisions – N/A
B.9.11 Field Reviews – N/A
B.9.12 Technical Meetings
B.9.13 Quality Assurance/Quality Control
B.9.14 Independent Peer Review – N/A
B.9.15 Supervision
B.9.16 Coordination

B.10 STRUCTURES - BRIDGE DEVELOPMENT REPORT – N/A

B.11 STRUCTURES - TEMPORARY BRIDGE – N/A

B.12 STRUCTURES - SHORT SPAN CONCRETE BRIDGE – N/A

B.13 STRUCTURES - MEDIUM SPAN CONCRETE BRIDGE – N/A

B.14 STRUCTURES - STRUCTURAL STEEL BRIDGE – N/A

B.15 STRUCTURES - SEGMENTAL CONCRETE BRIDGE – N/A

B.16 STRUCTURES - MOVABLE SPAN – N/A

B.17 STRUCTURES - RETAINING WALLS - N/A

B.18 STRUCTURES - MISCELLANEOUS

The CONSULTANT shall prepare plans for Miscellaneous Structure(s) as specified in Section 2.5. If any miscellaneous structures, other than mast arms, are identified in the Part 'A' effort, e.g. permanent retaining walls, and/or overhead signs, then an appropriate level of effort and associated supplemental fee can be determined by CFX, COUNTY, and the CONSULTANT.

Concrete Box Culverts

B.18.1 Concrete Box Culverts – N/A
B.18.2 Concrete Box Culverts Extensions – N/A
B.18.3 Concrete Box Culvert Data Table Plan Sheets – N/A
B.18.4 Concrete Box Culvert Special Details Plan Sheets – N/A

Strain Poles

B.18.5 Steel Strain Poles – N/A
B.18.6 Concrete Strain Poles – N/A
B.18.7 Strain Pole Data Table Plan Sheets – N/A
B.18.8 Strain Pole Special Details Plan Sheets – N/A

Mast Arms

B.18.9 Mast Arms
B.18.10 Mast Arms Data Table Plan Sheets
B.18.11 Mast Arms Special Details Plan Sheets

Overhead/Cantilever Sign Structure

B.18.12 Cantilever Sign Structures – N/A
B.18.13 Overhead Span Sign Structures – N/A
B.18.14 Special (Long Span) Overhead Sign Structures – N/A
B.18.15 Monotube Overhead Sign Structure – N/A
B.18.16 Bridge Mounted Signs (Attached to Superstructure) – N/A
B.18.17 Overhead/Cantilever Sign Structures Data Table Plan Sheets – N/A
B.18.18 Overhead/Cantilever Sign Structures Special Details Plan Sheets – N/A

High Mast Lighting

B.18.19 Non-Standard High Mast Lighting Structures – N/A
B.18.20 High Mast Lighting Special Details Plan Sheets – N/A

Noise Barrier Walls (Ground Mount) – N/A

B.18.21 Horizontal Wall Geometry – N/A
B.18.22 Vertical Wall Geometry – N/A
B.18.23 Summary of Quantities – Aesthetic Requirements – N/A
B.18.24 Control Drawings – N/A
B.18.25 Design of Noise Barrier Walls Covered by Standards – N/A
B.18.26 Design of Noise Barrier Walls not Covered by Standards – N/A
B.18.27 Aesthetic Details – N/A

Special Structures

B.18.28 Fender System – N/A

B.18.29 Fender System Access – N/A

B.18.30 Special Structures – N/A

B.18.31 Other Structures – N/A

B.18.32 Condition Evaluation of Signal and Sign Structures, and High Mast Light Poles – N/A

B.18.33 Condition Evaluation of Signal and Sign Structures, and High Mast Light Poles (No As built or Design Plans Available) – N/A

B.18.34 Analytical Evaluation of Signal and Sign Structures, and High Mast Light Poles – N/A

B.18.35 Ancillary Structures Report – N/A

B.19 SIGNING AND PAVEMENT MARKING ANALYSIS

The CONSULTANT shall analyze and document Signing and Pavement Markings Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

B.19.1 Traffic Data Analysis – N/A

B.19.2 No Passing Zone Study – N/A

B.19.3 Reference and Master Design File

The CONSULTANT shall prepare the Signing & Marking Design file to include all necessary design elements and all associated reference files.

Included in the design are three (3) signalized intersections (CR 532 & Poinciana Parkway off-ramp, CR 532 & Poinciana Parkway on-ramp, and CR 532 & Old Lake Wilson Road) and loop replacement at the intersection of CR 532 and Orange Blossom Trail.

B.19.4 Multi-Post Sign Support Calculations

The CONSULTANT will perform multi-post sign support calculations for six (6) signs and shall determine the appropriate column size from the FDOT's Multi-Post Sign Program(s).

The six signs include the replacement of the existing three destination sign in advance of the intersection of CR 532 with Orange Blossom Trail, three (3) proposed next signal signs in advance of the intersections of CR 532 with Lake Wilson Road, Old Lake Wilson Road, and Orange Blossom Trail, and two signs in advance (eastbound and westbound) of the PPE on-ramp.

B.19.5 Sign Panel Design Analysis

Establish sign layout, letter size and series for non-standard signs listed in B.19.4.

B.19.6 Sign Lighting/Electrical Calculations – N/A

B.19.7 Quantities

B.19.8 Cost Estimate

B.19.9 Technical Special Provisions and Modified Special Provisions

B.19.10 Other Signing and Pavement Marking Analysis

The CONSULTANT will develop a multipost sign report and a traffic signal signing report, in accordance with chapter 3.1.4 of the CFX Signing and Pavement Marking Standards. The traffic signal signing document will include an autoturn analysis and a summary of all the intersection signs. Both of the documents will be submitted at the 60% submittal.

B.19.11 Field Reviews

B.19.12 Technical Meetings

B.19.13 Quality Assurance/Quality Control

B.19.14 Independent Peer Review – N/A

B.19.15 Supervision

B.19.16 Coordination

B.20 SIGNING AND PAVEMENT MARKING PLANS

The CONSULTANT shall prepare a set of Signing and Pavement Marking Plans in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums that includes the following.

B.20.1 Key Sheet
B.20.2 Summary of Pay Items Including Quantity Input – N/A
B.20.3 Tabulation of Quantities
B.20.4 General Notes/Pay Item Notes
B.20.5 Project Layout – N/A
B.20.6 Plan Sheet
B.20.7 Typical Details – N/A
B.20.8 Guide Sign Work Sheet(s)
B.20.9 Traffic Monitoring Site
B.20.10 Cross Sections
B.20.11 Special Service Point Details – N/A
B.20.12 Special Details – N/A
B.20.13 Interim Standards – N/A

B.20.14 Quality Assurance/Quality Control

The CONSULTANT shall be responsible for the professional quality, technical accuracy and coordination of traffic design drawings, specifications and other services furnished by the CONSULTANT under this contract.

The CONSULTANT shall provide a Quality Control Plan that describes the procedures to be utilized to verify, independently check, and review all design drawings, specifications and other services prepared as a part of the contract. The CONSULTANT shall describe how the checking and review processes are to be documented to verify that the required procedures were followed. The Quality Control Plan may be one utilized by the CONSULTANT as part of their normal operation or it may be one specifically designed for this project.

B.20.15 Supervision

B.21 SIGNALIZATION ANALYSIS

The CONSULTANT shall analyze and document Signalization Analysis Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

B.21.1 Traffic Data Collection

B.21.2 Traffic Data Analysis

The CONSULTANT shall determine signal operation plan, intersection geometry, local signal timings, and pre-emption phasing & timings for the intersections of CR 532 & Poinciana Parkway off-ramp, CR 532 & Poinciana Parkway on-ramp, and CR 532 & Old Lake Wilson Road as part of this scope.

B.21.3 Signal Warrant Study – Included in Part A

B.21.4 Systems Timings

The CONSULTANT shall determine proper coordination timing plans including splits, force offs, offsets, and preparation of Time Space Diagram.

B.21.5 Reference and Master Signalization Design File

B.21.6 Reference and Master Interconnect Communication Design File

The CONSULTANT shall prepare the Interconnect Communication Design file to include all necessary design elements and all associated reference files for 2.9 miles along CR 532. The design will include the 72 SM fiber optic trunk line along CR 532 with no splicing or drops to the controller cabinets.

B.21.7 Overhead Street Name Sign Design

The CONSULTANT shall design Signal Mounted Overhead Street Name signs for CR 532, Poinciana Parkway off-ramp, Poinciana Parkway on-ramp, and Old Lake Wilson Road.

B.21.8 Pole Elevation Analysis
B.21.9 Traffic Signal Operation Report
B.21.10 Quantities
B.21.11 Cost Estimate
B.21.12 Technical Special Provisions and Modified Special Provisions
B.21.13 Other Signalization Analysis – N/A
B.21.14 Field Reviews
B.21.15 Technical Meetings
B.21.16 Quality Assurance/Quality Control
B.21.17 Independent Peer Review – N/A
B.21.18 Supervision
B.21.19 Coordination

B.22 SIGNALIZATION PLANS

The CONSULTANT shall prepare a set of Signalization Plans in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums, which includes the following:

B.22.1 Key Sheet
B.22.2 Summary of Pay Items Including Designer Interface Quantity Input – N/A
B.22.3 Tabulation of Quantities
B.22.4 General Notes/Pay Item Notes
B.22.5 Plan Sheet
B.22.6 Interconnect Plans
B.22.7 Traffic Monitoring Site – N/A
B.22.8 Guide Sign Worksheet
B.22.9 Special Details
B.22.10 Special Service Point Details
B.22.11 Mast Arm/Monotube Tabulation Sheet
B.22.12 Strain Pole Schedule – N/A
B.22.13 TTCP Signal (Temporary) – N/A
B.22.14 Temporary Detection Sheet – N/A
B.22.15 Utility Conflict Sheet
B.22.16 Interim Standards – N/A
B.22.17 Quality Assurance/Quality Control
B.22.18 Supervision

B.23 LIGHTING ANALYSIS

Note: Lighting Analysis and Plans are dependent on the results of the Lighting Justification Report performed in Part 'A' of this Scope. The CONSULTANT shall analyze and document Lighting Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

B.23.1 Lighting Justification Report – (performed in Part 'A')

B.23.2 Lighting Design Analysis Report

The CONSULTANT shall prepare a Preliminary Lighting Design Analysis Report. The report shall be submitted under a separate cover with the Phase II plans submittal. The report shall provide analyses for each signalized intersection lighting design and each typical section of the mainline, typical section for the ramps (one and/or two lanes), interchanges, underdeck lighting, and arterial roads. Each lighting calculation shall be properly identified as to the area that it covers.

The report shall include the Lighting Design Criteria that will be used. For projects with corridor lighting, the report shall include the evaluation of at least three lighting design alternatives. The report shall provide a recommendation on the alternative to use. Each alternative shall be properly described; the alternatives shall consider different pole heights, lamp wattage, and arm lengths. Each alternative shall be provided with a cost estimate that includes initial cost in addition to operations and maintenance cost for one year.

The report shall also include the lighting calculations for each lighted sign.

After approval of the preliminary report, the CONSULTANT shall submit a revised report for each submittal. The Lighting Design Analysis Report shall include:

- Voltage drop calculations
- Load analysis calculations for each branch circuit

B.23.3 Voltage Drop Calculations

The CONSULTANT shall submit voltage drop calculations showing the equation or equations used along with the number of luminaries per circuit, the length of each circuit, the size conductor or conductors used and their ohm resistance values. The voltage drop incurred on each circuit (total volts and percentage of drop) shall be calculated, and all work necessary to calculate the voltage drop values for each circuit should be presented in such a manner as to be duplicated by CFX and the COUNTY.

The Voltage Drop Calculations shall be submitted as part of the Lighting Design Analysis Report.

B.23.4 FDEP Coordination and Report – N/A

B.23.5 Reference and Master Design Files

The CONSULTANT shall prepare the Lighting Design file to include all necessary design elements and all associated reference files.

B.23.6 Temporary Lighting – N/A

B.23.7 Design Documentation

The CONSULTANT shall submit a Design Documentation with each plans submittal under a separate cover and not part of the roadway documentation book. At a minimum, the design documentation shall include:

- Phase submittal checklist.
- Structural calculations for special conventional pole concrete foundations.
- Correspondence with the power company concerning new electrical service.

B.23.8 Quantities
B.23.9 Cost Estimate
B.23.10 Technical Special Provisions and Modified Special Provisions - N/A
B.23.11 Other Lighting Analysis - N/A

B.23.12 Field Reviews

The CONSULTANT shall collect information from the maintaining agencies and conduct a field review. The review should include but is not limited to the following:

- Existing Lighting Equipment
- Load Center, Capabilities and Condition/Age
- Condition of Lighting Structure(s)
- Verification of horizontal clearances
- Verification of breakaway requirements

B.23.13 Technical Meetings
B.23.14 Quality Assurance/Quality Control
B.23.15 Independent Peer Review – N/A
B.23.16 Supervision
B.23.17 Coordination

B.24 LIGHTING PLANS

Note: Lighting Analysis and Plans are dependent on the results of the Lighting Justification Report performed in Part 'A' of this Scope. The CONSULTANT shall prepare a set of Lighting Plans in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

B.24.1 Key Sheet
B.24.2 Summary of Pay Item Sheet Including Designer Interface Quantity Input – N/A
B.24.3 Tabulation of Quantities
B.24.4 General Notes/Pay Item Notes
B.24.5 Pole Data, Legend & Criteria
B.24.6 Service Point Details
B.24.7 Project Layout
B.24.8 Plan Sheet
B.24.9 Special Details – N/A
B.24.10 Temporary Lighting Data and Details
B.24.11 Temporary Traffic Control Plan Sheets – N/A
B.24.12 Interim Standards

B.24.13 Quality Assurance/Quality Control

The CONSULTANT shall be responsible for the professional quality, technical accuracy and coordination of traffic design drawings, specifications and other services furnished by the CONSULTANT under this contract.

The CONSULTANT shall provide a Quality Control Plan that describes the procedures to be utilized to verify, independently check, and review all design drawings, specifications and other services prepared as a part of the contract. The CONSULTANT shall describe how the checking and review processes are to be documented to verify that the required procedures were followed. The Quality Control Plan may be one utilized by the CONSULTANT as part of their normal operation or it may be one specifically designed for this project.

B.24.14 Supervision

B.25 LANDSCAPE ANALYSIS

B.25.1 Data Collection

B.25.2 Site Inventory and Analysis for Proposed Landscape
CONSULTANT to analyze suitability for landscape areas and irrigation feasibility.

B.25.3 Planting Design – N/A
B.25.3a Conceptual Planting Design – N/A
B.25.3b Final Planting Design – N/A

B.25.4 Irrigation Design

B.25.4a Conceptual Irrigation Design
Conceptual Design: Includes determination of water and power sources. Phase I design level. Sleeves for the future irrigation systems, which are not include within this Project, will be incorporated in the design and construction plans.

B.25.4a1 Feasibility Report: Includes analysis of methods, materials and operation costs associated with proposed irrigation system design.

B.25.4a2 Mainline
B.25.4a3 Interchanges, Intersections, and Rest Areas - N/A
B.25.4a4 Toll Plazas - N/A
B.25.4b Final Irrigation Design – N/A
B.25.5 Hardscape Design - N/A

B.25.6 Roll Plots
Task includes any roll plots for the project to aid in developing final plans (landscape opportunity, disposition, site inventory and analysis, etc.)

B.25.7 Cost Estimates – N/A
B.25.8 Technical Special Provisions and Modified Special Provisions – N/A
B.25.9 Inspection Services – N/A
B.25.10 Other Landscape Services – N/A
B.25.11 Outdoor Advertising – N/A
B.25.12 Field Reviews
B.25.13 Technical Meetings / Public Meetings
B.25.14 Quality Assurance/Quality Control
B.25.15 Independent Peer Review - N/A
B.25.16 Supervision
B.25.17 Project Coordination
B.25.18 Interdisciplinary Coordination

B.26 LANDSCAPE PLANS
B.26.1 Key Sheet
B.26.2 Tabulation of Quantities and Plans Schedule
B.26.3 General Notes
B.26.4 Tree and Vegetation Protection and Relocation Plans and Tree Disposition Plans – N/A
B.26.5 Planting Plans For Linear Roadway Projects – N/A
B.26.6 Planting Plans (Interchanges and Toll Plazas) – N/A
B.26.7 Planting Details and Notes – N/A
B.26.8 Irrigation Plans for Linear Roadway Project
B.26.9 Irrigation Plans for Interchange and Toll Plazas - N/A
B.26.10 Irrigation Details and Notes – N/A
B.26.11 Hardscape Plans – N/A
B.26.12 Hardscape Details and Notes – N/A
B.26.13 Maintenance Plan – N/A
B.26.14 Quality Assurance/Quality Control
B.26.15 Supervision

B.27 SURVEY

The CONSULTANT shall perform survey tasks in accordance with all applicable statutes, manuals, guidelines, standards, handbooks, procedures, and current design memoranda. The CONSULTANT shall submit all survey notes and computations to document the surveys. All field survey work shall be recorded in approved media and submitted to CFX and the COUNTY. Field books submitted to CFX and the COUNTY must be of an approved type. The field books shall be certified by the surveyor in responsible charge of work being performed before the final product is submitted.

The survey notes shall include documentation of decisions reached from meetings, telephone conversations or site visits. All like work (such as bench lines, reference points, etc.) shall be recorded contiguously. CFX and the COUNTY may not accept field survey radial locations of section corners, platted subdivision lot and block corners, alignment control points, alignment control reference points and certified section corner references. CFX and the COUNTY may instead require that these points be surveyed by true line, traverse or parallel offset.

B.27.1 Horizontal Project Control (HPC)

Establish or recover HPC, for the purpose of establishing horizontal control on the Florida State Plane Coordinate System or datum; may include primary or secondary control points. Includes analysis and processing of all field collected data, and preparation of forms.

B.27.2 Vertical Project Control (VPC)

Establish or recover VPC, for the purpose of establishing vertical control on datum; may include primary or secondary vertical control points. Includes analysis and processing of all field collected data, and preparation of forms.

B.27.3 Alignment and/or Existing Right of Way (R/W) Lines

Establish, recover or re-establish project alignment. Also includes analysis and processing of all field collected data, existing maps, and/or reports for identifying mainline, ramp, offset, or secondary alignments. Depict alignment and/or existing R/W lines (in required format) per Osceola County R/W Maps, platted or dedicated rights of way.

B.27.4 Aerial Targets – N/A

B.27.5 Reference Points

Reference Horizontal Project Control (HPC) points, project alignment, vertical control points, section, ¼ section, center of section corners and General Land Office (G.L.O.) corners as required.

B.27.6 Topography/Digital Terrain Model (DTM) (3D)

Locate all above ground features and improvements for the limits of the project by collecting the required data for the purpose of creating a DTM with sufficient density. Shoot all break lines, high and low points. Effort includes field edits, analysis and processing of all field collected data, existing maps, and/or reports.

B.27.7 Planimetric (2D) – N/A

B.27.8 Roadway Cross Sections/Profiles

Perform cross sections or profiles. May include analysis and processing of all field-collected data for comparison with DTM.

B.27.9 Side Street Surveys
Refer to tasks of this document as applicable.

B.27.10 Underground Utilities
Designation includes 2-dimensional collection of existing utilities and selected 3-dimensional verification as needed for designation. Location includes non-destructive excavation to determine size, type and location of existing utility, as necessary for final 3-dimensional verification. Survey includes collection of data on points as needed for designates and locates. Includes analysis and processing of all field collected data, and delivery of all appropriate electronic files.

B.27.11 Outfall Survey
Locate all above ground features and improvements for the limits of the project by collecting the required data for the purpose of a DTM. Survey with sufficient density of shots. Shoot all break lines, high and low points. Includes field edits, analysis and processing of all field collected data, existing maps, and/or reports.

B.27.12 Drainage Survey
Locate underground data (XYZ, pipe size, type, condition and flow line) that relates to above ground data. Includes field edits, analysis and processing of all field collected data, existing maps, and/or reports.

B.27.13 Bridge Survey (Minor/Major)
Locate required above ground features and improvements for the limits of the bridge. Includes field edits, analysis and processing of all field collected data, existing maps, and/or reports.

B.27.14 Channel Survey
Locate all topographic features and improvements for the limits of the project by collecting the required data. Includes field edits, analysis and processing of all field collected data, maps, and/or reports.

B.27.15 Pond Site Survey
Refer to tasks of this document as applicable.

B.27.16 Mitigation Survey
Refer to tasks of this document as applicable.

B.27.17 Jurisdiction Line Survey
Perform field location (2-dimensional) of jurisdiction limits as defined by respective authorities, also includes field edits, analysis and processing of all field collected data, preparation of reports.

B.27.18 Geotechnical Support
Perform 3-dimensional (X,Y,Z) field location, or stakeout, of boring sites established by

geotechnical engineer. Includes field edits, analysis and processing of all field collected data and/or reports.

B.27.19 Sectional/Grant Survey
Perform field location/placement of section corners, 1/4 section corners, and fractional corners where pertinent. Includes analysis and processing of all field-collected data and/or reports.

B.27.20 Subdivision Location
Survey all existing recorded subdivision/condominium boundaries, tracts, units, phases, blocks, street R/W lines, common areas. Includes analysis and processing of all field collected data and/or reports. If unrecorded subdivision is on file in the public records of the subject county, tie existing monumentation of the beginning and end of unrecorded subdivision.

B.27.21 Maintained R/W
Perform field location (2-dimensional) of maintained R/W limits as defined by respective authorities, if needed. Also includes field edits, analysis and processing of all field collected data, preparation of reports.

B.27.22 Boundary Survey
Perform boundary survey as defined by CFX standards. Includes analysis and processing of all field-collected data, preparation of reports.

B.27.23 Water Boundary Survey
Perform Mean High Water, Ordinary High Water and Safe Upland Line surveys as required by CFX standards.

B.27.24 Right of Way Staking, Parcel / Right of Way Line
Perform field staking and calculations of existing/proposed R/W lines for on-site review purposes.

B.27.25 Right of Way Monumentation
Set R/W monumentation as depicted on final R/W maps for corridor and water retention areas.

B.27.26 Line Cutting
Perform all efforts required to clear vegetation from the line of sight.

B.27.27 Work Zone Safety
Provide work zone as required by CFX standards.

B.27.28 Vegetation Survey
Locate vegetation within the project limits.

B.27.29 Tree Survey
Locate individual trees or palms within the project limits.

B.27.30 Miscellaneous Surveys
Refer to tasks of this document, as applicable, to perform surveys not described herein. The percent for Supplemental will be determined at negotiations. This item can only be used if authorized in writing by CFX or their representative.

B.27.31 Supplemental Surveys
Supplemental survey days and hours are to be approved in advance by DS or DLS. Refer to tasks of this document, as applicable, to perform surveys not described herein.

B.27.32 Document Research
Perform research of documentation to support field and office efforts involving surveying and mapping.

B.27.33 Field Review
Perform verification of the field conditions as related to the collected survey data.

B.27.34 Technical Meetings
Attend meetings as required and negotiated by the Surveying and Mapping Department.

B.27.35 Quality Assurance/Quality Control (QA/QC)
Establish and implement a QA/QC plan. Also includes subconsultant review, response to comments and any resolution meetings if required, preparation of submittals for review, etc.

B.27.36 Supervision
Perform all activities required to supervise and coordinate project. These activities must be performed by the project supervisor, a Florida P.S.M. or their delegate as approved by CFX.

B.27.37 Coordination
Coordinate survey activities with other disciplines. These activities must be performed by the project supervisor, a Florida P.S.M. or their delegate as approved by CFX.

B.28 PHOTOGRAMMETRY – N/A

B.29 MAPPING

The CONSULTANT will be responsible for the preparation of control survey maps, right of way maps, maintenance maps, sketches, other miscellaneous survey maps, and legal descriptions as required for this project in accordance with all applicable FDOT Manuals, Procedures, Handbooks, and Florida Statutes. All maps, surveys and legal descriptions will be prepared under the direction of a Florida Professional Surveyor and Mapper (PSM) to CFX size and format requirements utilizing CFX approved software, and will be designed to provide a high degree of uniformity and maximum readability. The CONSULTANT will submit maps, legal descriptions, quality assurance check prints, checklists, electronic media files and any other documents as required for this project to CFX and the COUNTY for review at stages of completion as negotiated.

Master CADD File

B.29.1 Alignment
B.29.2 Section and 1/4 Section Lines
B.29.3 Subdivisions / Property Lines
B.29.4 Existing Right of Way
B.29.5 Topography
B.29.6 Parent Tract Properties and Existing Easements

B.29.7 Proposed Right of Way Requirements

The ENGINEER OF RECORD (EOR) will provide the proposed requirements. The PSM is responsible for calculating the final geometry. Notification of Final Right of Way Requirements along with the purpose and duration of all easements will be specified in writing.

B.29.8 Limits of Construction

The limits of construction DGN file as provided by the EOR will be imported or referenced to the master CADD file. Additional labeling will be added as required. The PSM is required to advise the EOR of any noted discrepancies between the limits of construction line and the existing/proposed right of way lines, and for making adjustments as needed when a resolution is determined.

B.29.9 Jurisdictional/Agency Lines

These lines may include, but are not limited to, jurisdictional, wetland, water boundaries, and city/county limit lines.

Sheet Files

B.29.10 Control Survey Cover Sheet
B.29.11 Control Survey Key Sheet
B.29.12 Control Survey Detail Sheet
B.29.13 Right of Way Map Cover Sheet
B.29.14 Right of Way Map Key Sheet
B.29.15 Right of Way Map Detail Sheet
B.29.16 Maintenance Map Cover Sheet
B.29.17 Maintenance Map Key Sheet
B.29.18 Maintenance Map Detail Sheet

B.29.19 Reference Point Sheet
This sheet(s) will be included with the Control Survey Map, Right of Way Map and Maintenance Map.

B.29.20 Project Control Sheet
This sheet depicts the baseline, the benchmarks, the primary and secondary control points and their reference points including the type of material used for each point, their XYZ coordinates, scale factors and convergence angles. This sheet(s) may be included with the Control Survey Map, Right of Way Map and Maintenance Map.

B.29.21 Table of Ownerships Sheet

Miscellaneous Surveys and Sketches

B.29.22 Parcel Sketches
B.29.23 TIITF Sketches
B.29.24 Other Specific Purpose Survey(s)
B.29.25 Boundary Survey(s) Map
B.29.26 Right of Way Monumentation Map
B.29.27 Title Search Map
B.29.28 Title Search Report
B.29.29 Legal Descriptions

B.29.30 Final Map/Plans Comparison
The PSM will perform a comparison of the final right of way maps with the available construction plans to review the correctness of the type of parcel to be acquired and the stations/offsets to the required right of way. The PSM will coordinate with the EOR to resolve any conflicts or discrepancies and provide documentation of the review.

B.29.31 Field Reviews
B.29.32 Technical Meetings
B.29.33 Quality Assurance/Quality Control
B.29.34 Supervision
B.29.35 Coordination

B.29.36 Supplemental Mapping
This task is to cover efforts resulting from major design and/or development changes after 60% map development that affect the right of way requirements/parent tract property lines and may include any number of tasks. Request and approval to utilize the Supplemental Mapping hours will be in writing and approved by CFX prior to any work being done under this task.

B.30 TERRESTRIAL MOBILE LiDAR – N/A

B.31 ARCHITECTURE DEVELOPMENT – N/A

B.32 NOISE BARRIERS IMPACT ASSESSMENT IN THE DESIGN PHASE – N/A

B.33 INTELLIGENT TRANSPORTATION SYSTEMS ANALYSIS – N/A

B.34 INTELLIGENT TRANSPORTATION SYSTEMS PLANS – N/A

B.35 GEOTECHNICAL

The CONSULTANT shall, for each project, be responsible for a complete geotechnical investigation. All work performed by the CONSULTANT shall be in accordance with FDOT standards, or as otherwise directed by CFX and the COUNTY. CFX and the COUNTY will make interpretations and changes regarding geotechnical standards, policies and procedures and provide guidance to the CONSULTANT.
Before beginning each phase of investigation and after the Notice to Proceed is given, the CONSULTANT shall submit an investigation plan for approval and meet with CFX and the COUNTY to review the project scope and CFX and COUNTY requirements. The investigation plan shall include, but not be limited to, the proposed boring locations and depths, and all existing geotechnical information from available sources to generally describe the surface and subsurface conditions of the project site. Additional meetings may be required to plan any additional field efforts, review plans, resolve plans/report comments, resolve responses to comments, and/or any other meetings necessary to facilitate the project. The CONSULTANT shall notify CFX and the COUNTY in adequate time to schedule a representative to attend all related meetings and field activities.

B.35.1 Document Collection and Review

CONSULTANT will review printed literature including topographic maps, county agricultural maps, aerial photography (including historic photos), ground water resources, geology bulletins, potentiometric maps, pile driving records, historic construction records and other geotechnical related resources. Prior to field reconnaissance, CONSULTANT shall review U.S.G.S., S.C.S. and potentiometric maps, and identify areas with problematic soil and groundwater conditions.

Roadway
The CONSULTANT shall be responsible for coordination of all geotechnical related field work activities. The CONSULTANT shall retain all samples until acceptance of Phase IV plans. Rock cores shall be retained as directed in writing by CFX and the COUNTY. Obtain pavement cores as directed in writing by CFX and the COUNTY.

If required by CFX and the COUNTY, a preliminary roadway exploration shall be performed before the Phase I plans submittal. The preliminary roadway exploration will be performed and results provided to the Engineer of Record to assist in setting roadway grades and locating potential problem areas. The preliminary roadway exploration shall be performed as directed in writing by CFX and the COUNTY.

CONSULTANT shall perform specialized field-testing as required by project needs and as directed in writing by CFX and the COUNTY.

All laboratory testing and classification will be performed in accordance with applicable FDOT standards, ASTM Standards or AASHTO Standards, unless otherwise specified in the Contract Documents.

B.35.2 Develop Detailed Boring Location Plan

Develop a detailed boring location plan. Meet with CFX and the COUNTY for boring plan approval. If the drilling program expects to encounter artesian conditions, the CONSULTANT shall submit a methodology(s) for plugging the borehole to CFX and the

COUNTY for approval prior to commencing with the boring program.

B.35.3 Stake Borings/Utility Clearance
Stake borings and obtain utility clearance.

B.35.4 Muck Probing
Probe standing water and surficial muck in a detailed pattern sufficient for determining removal limits to be shown in the Plans.

B.35.5 Coordinate and Develop TTCP for Field Investigation
Coordinate and develop Temporary Traffic Control Plan (TTCP). All work zone traffic control will be performed in accordance with the FDOT's Standard Plans Index 102 series.

B.35.6 Drilling Access Permits
Obtain all State, County, City, and Water Management District permits for performing geotechnical borings, as needed.

B.35.7 Property Clearances
Notify property tenants in person of drilling and field activities, if applicable. Written notification to property owners/tenants is the responsibility of CFX and the COUNTY.

B.35.8 Groundwater Monitoring
Monitor groundwater using piezometers.

B.35.9 LBR / Resilient Modulus Sampling
Collect appropriate samples for Limerock Bearing Ratio (LBR) testing.

B.35.10 Coordination of Field Work
Coordinate all field work required to provide geotechnical data for the project.

B.35.11 Soil and Rock Classification - Roadway
Refine soil profiles recorded in the field, based on results of laboratory testing.

B.35.12 Design LBR
Determine design LBR values from the 90% and mean methods when LBR testing is required by CFX.

B.35.13 Laboratory Data
Tabulate laboratory test results for inclusion in the geotechnical report, the report of tests sheet (Roadway Soil Survey Sheet), and for any necessary calculations and analyses.

B.35.14 Seasonal High-Water Table
Review the encountered ground water levels and estimate seasonal high ground water levels. Estimate seasonal low ground water levels, if requested.

B.35.15 Parameters for Water Retention Areas
Provide aquifer parameters to the project Drainage Engineer for use in stormwater modeling of water retention areas, exfiltration trenches, and/or swales.

B.35.16 Delineate Limits of Unsuitable Material
Delineate limits of unsuitable material(s) in both horizontal and vertical directions. Assist the Engineer of Record with detailing these limits on the cross-sections. If requested, prepare a plan view of the limits of unsuitable material.

B.35.17 Electronic Files for Cross-Sections
Create electronic files of boring data to include in the Roadway cross-sections.

B.35.18 Embankment Settlement and Stability
Estimate the total magnitude and time rate of embankment settlements. Calculate the factor of safety against slope stability failure.

B.35.19 Monitor Existing Structures
Provide Roadway EOR guidance on the radius to review existing structures for monitoring. Optional services (may be negotiated at a later date if needed): Identify existing structures in need of settlement, vibration and/or groundwater monitoring by the contractor during construction and coordinate with the EOR and structural engineer (when applicable) to develop mitigation strategies. When there is risk of damage to the structure or facility, provide recommendations in the geotechnical report addressing project specific needs and coordinate those locations with the EOR. See FDM Chapter 307 and Chapter 9 of the Soils and Foundations Handbook.

B.35.20 Stormwater Volume Recovery and/or Background Seepage Analysis – N/A

B.35.21 Geotechnical Recommendations
Provide geotechnical recommendations regarding the proposed roadway construction project including the following: description of the site/alignment, design recommendations and discussion of any special considerations (i.e. removal of unsuitable material, consolidation of weak soils, estimated settlement time/amount, groundwater control, high groundwater conditions relative to pavement base, etc.) Evaluate and recommend types of geosynthetics and properties for various applications, as required.

B.35.22 Pavement Condition Survey and Pavement Evaluation Report – N/A

B.35.23 Preliminary Roadway Report
If a preliminary roadway investigation is performed, submit a preliminary roadway report before the Phase I plans submittal. The purpose of the preliminary roadway report will be to assist in setting road grades and locating potential problems.

- Copies of U.S.G.S. and S.C.S. maps with project limits shown.
- A report of tests sheet that summarizes the laboratory test results, the soil stratification (i.e. soils grouped into layers of similar materials) and construction recommendations relative to Standard Plans Indices 120-001 and 120-002.
- The results of all tasks discussed in all previous sections regarding data interpretation and analysis.
- An appendix that contains stratified soil boring profiles, laboratory test data

sheets, sample embankment settlement and stability calculations, design LBR calculation/graphs, and other pertinent calculations.
- The CONSULTANT will respond in writing to any changes and/or comments from CFX and the COUNTY and submit any responses and revised reports.

B.35.24 Final Report
The Final Roadway Report shall include the following:

- Copies of U.S.G.S. and S.C.S. maps with project limits shown.
- A report of tests sheet that summarizes the laboratory test results, the soil stratification (i.e. soils grouped into layers of similar materials) and construction recommendations relative to Standard Plans Indices 120-001 and 120-002.
- The results of all tasks discussed in all previous sections regarding data interpretation and analysis.
- An appendix that contains stratified soil boring profiles, laboratory test data sheets, sample embankment settlement and stability calculations, design LBR calculation/graphs, and other pertinent calculations.
- The CONSULTANT will respond in writing to any changes and/or comments from CFX and the COUNTY and submit any responses and revised reports.

B.35.25 Auger Boring Drafting
Draft auger borings as directed by CFX and the COUNTY.

B.35.26 SPT Boring Drafting
Draft SPT borings as directed by CFX and the COUNTY.

Structures:
The CONSULTANT shall be responsible for coordination of all geotechnical related fieldwork activities. The CONSULTANT shall retain all samples until acceptance of Phase IV plans. Rock cores shall be retained as directed in writing by CFX and the COUNTY.

CONSULTANT shall perform specialized field-testing as required by needs of project and as directed in writing by CFX and the COUNTY.

All laboratory testing and classification will be performed in accordance with applicable FDOT standards, ASTM Standards or AASHTO Standards, unless otherwise specified in the Contract Documents.

The staff hour tasks for high embankment fills and structural foundations for bridges, box culverts, walls, high-mast lighting, overhead signs, mast arm signals, strain poles, buildings, and other structures include the following: box culvert extensions (refer to Section B.2.5 of this Scope).

B.35.27 Develop Detailed Boring Location Plan
Develop a detailed boring location plan. Meet with CFX and the COUNTY for boring plan approval. If the drilling program expects to encounter artesian conditions, the

CONSULTANT shall submit a methodology(s) for plugging the borehole to CFX and the COUNTY for approval prior to commencing with the boring program.

B.35.28 Stake Borings/Utility Clearance
Stake borings and obtain utility clearance.

B.35.29 Coordinate and Develop TTCP for Field Investigation
Coordinate and develop TTCP plan. All work zone traffic control will be performed in accordance with the FDOT's Standard Plans Index 102 series.

B.35.30 Drilling Access Permits
Obtain all State, County, City, and Water Management District permits for performing geotechnical borings, as needed.

B.35.31 Property Clearances
Notify property tenants in person of drilling and field activities, if applicable. Written notification to property owners/tenants is the responsibility of CFX and the COUNTY.

B.35.32 Collection of Corrosion Samples
Collect corrosion samples for determination of environmental classifications.

B.35.33 Coordination of Field Work
Coordinate all field work required to provide geotechnical data for the project.

B.35.34 Soil and Rock Classification – Structures
Soil profiles recorded in the field should be refined based on results of laboratory testing.

B.35.35 Tabulation of Laboratory Data
Laboratory test results should be tabulated for inclusion in the geotechnical report and for the necessary calculations and analyses.

B.35.36 Estimate Design Groundwater Level for Structures
Review encountered groundwater levels, estimate seasonal high groundwater levels, and evaluate groundwater levels for structure design.

B.35.37 Selection of Foundation Alternatives (BDR) – N/A
B.35.38 Detailed Analysis of Selected Foundation Alternate(s) – N/A
B.35.39 Bridge Construction and Testing Recommendations – N/A
B.35.40 Lateral Load Analysis (Optional) – N/A
B.35.41 Walls – N/A
B.35.42 Sheet Pile Wall Analysis (Optional) – N/A

B.35.43 Design Soil Parameters for Signs, Signals, High Mast Lights, and Strain Poles and Geotechnical Recommendations
Provide the design soil profile(s) that include the soil model/type of each layer and all soil properties required by the Engineer of Record for foundation design. Review design for geotechnical compatibility and constructability.

B.35.44 Box Culvert Analysis – If required

- Provide the design soil profile(s) that include the soil model/type of each layer and all soil properties required by the Engineer of Record for foundation design. Review design for geotechnical compatibility and constructability.
- Provide lateral earth pressure coefficients.
- Provide box culvert construction and design recommendations.
- Estimate differential and total (long term and short term) settlements.
- Evaluate wingwall stability.

B.35.45 Preliminary Report – BDR – N/A

B.35.46 Final Report - Bridge and Associated Walls – N/A

B.35.47 Final Reports - Signs, Signals, Box Culvert, Walls, and High Mast Lights

The final reports shall include the following:

- Copies of U.S.G.S. and S.C.S. maps with project limits shown.
- Summary of structure background data, S.C.S., U.S.G.S., geologic and potentiometric data.
- The results of all tasks discussed in all previous sections regarding data interpretation and analysis).
- Recommendations for foundation installation, or other site preparation soils-related construction considerations with plan sheets as necessary.
- Any special provisions required for construction that are not addressed in the DEPARTMENT's Standard specification.
- An Appendix which includes SPT and CPT boring/sounding profiles, data from any specialized field tests, engineering analysis, notes/sample calculations, sheets showing ultimate bearing capacity curves versus elevation for piles and drilled shafts, a complete FHWA check list, pile driving records (if available), and any other pertinent information.

Final reports will incorporate comments from CFX and the COUNTY and contain any additional field or laboratory test results, recommended foundation alternatives along with design parameters and special provisions for the contract plans. These reports will be submitted to CFX and the COUNTY for review prior to project completion. After review by CFX and the COUNTY, the reports will be submitted in final form and will include the following:

- All original plan sheets (11" x 17")
- One set of all plan and specification documents, in electronic format, according to CFX and COUNTY requirements
- Two sets of record prints
- Six sets of any special provisions
- All reference and support documentation used in preparation of contract plans package

Additional final reports (up to four), aside from stated above, may be needed and requested

for CFX, COUNTY, and other disciplines.

The final reports, special provisions, as well as record prints, will be signed and sealed by a Professional Engineer licensed in the State of Florida.

Draft the detailed boring/sounding standard sheet, including environmental classification, results of laboratory testing, and specialized construction requirements, for inclusion in final plans.

B.35.48 SPT Boring Drafting

Prepare a complete set of drawings to include all SPT borings, auger borings and other pertinent soils information in the plans. Include these drawings in the Final Geotechnical Report. Draft borings, location map, S.C.S. map and U.S.D.A. map as directed by CFX and the COUNTY. Soil symbols must be consistent with those presented in the latest Florida Department of Transportation Soils and Foundations Handbook.

B.35.49 Other Geotechnical – N/A

B.35.50 Technical Special Provisions and Modified Special Provisions

B.35.51 Field Reviews

Identify and note surface soil and rock conditions, surface water conditions and locations, and preliminary utility conflicts. Observe and note nearby structures and foundation types.

B.35.52 Technical Meetings

B.35.53 Quality Assurance/Quality Control

B.35.54 Supervision

B.35.55 Coordination

B.36 3D MODELING – N/A

B.37 PROJECT REQUIREMENTS

B.37.1 Liaison Office

CFX, COUNTY, and the CONSULTANT will designate a Liaison Office and a Project Manager who shall be the representative of their respective organizations for the Project. While it is expected the CONSULTANT shall seek and receive advice from various state, regional, and local agencies, the final direction on all matters of this project remain with CFX and the COUNTY.

B.37.2 Key Personnel

The CONSULTANT's work shall be performed and directed by the key personnel identified in the proposal presentations by the CONSULTANT. Any changes in the indicated personnel shall be subject to review and approval by CFX and the COUNTY.

B.37.3 Progress Reporting

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.

B.37.4 Correspondence

Copies of all written correspondence between the CONSULTANT and any party pertaining specifically to this contract shall be provided to CFX and the COUNTY for their records within one (1) week of the receipt or mailing of said correspondence.

B.37.5 Professional Endorsement

The CONSULTANT shall have a Licensed Professional Engineer in the State of Florida sign and seal all reports, documents, Technical Special Provisions and Modified Special Provisions, and plans as required by FDOT standards.

B.37.6 Computer Automation

The project will be developed utilizing Computer Aided Drafting and Design (CADD) systems. It is the responsibility of the CONSULTANT to meet the requirements in the FDOT CADD Manual. The CONSULTANT shall submit final documents and files as described therein.

B.37.7 Coordination with Other Consultants

The CONSULTANT is to coordinate his work with any and all adjacent and integral consultants so as to effect complete and homogenous plans and specifications for the project(s) described herein.

B.37.8 Optional Services

At CFX option, the CONSULTANT may be requested to provide optional services. The fee for these services shall be negotiated in accordance with the terms detailed in Exhibit B,

Method of Compensation, for a fair, competitive and reasonable cost, considering the scope and complexity of the project(s). Additional services may be authorized by Letter of Authorization or supplemental amendment in accordance with paragraph 2.00 of the Standard Consultant Agreement. The additional services may include Construction Assistance, Review of Shop Drawings, Final Bridge Load Rating, update (Category II) bridge plans electronically (CADD) for the Final "As-Built" conditions, based on documents provided by CFX (CADD Services Only) or other Services as required.

B.37.9 Design Documentation

- The Consultant shall submit any design notes, sketches, worksheets, and computations to document the design conclusions reached during the development of the construction contract documents to CFX for review.
- 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.
- 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.
- Design notes and calculations shall include, but are not necessarily limited to, the following data:
  - Field survey notes and computations.
  - Design criteria used for the project.
  - Geometric design calculations for horizontal alignment.
  - Vertical geometry calculations.
  - Drainage calculations
  - Structural design calculations.
  - Geotechnical report.
  - Hydraulics Report for each bridged stream crossing.
  - Earthwork calculations not included in the quantity computation booklet.
  - Calculations showing cost comparisons of various alternatives considered, if applicable
  - Computations of quantities.
  - Documentation of decisions reached resulting from meetings, telephone conversations, or site visits.
  - Lighting and voltage drop calculations.
  - 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.

B.37.10 Reviews and Submittals

- Review and coordination of the Consultant's work by CFX and the COUNTY shall continue through the project development process
- Formal submittals for review shall be made to CFX and the COUNTY when the plans have been developed to the following levels of completion:
  - Preliminary Engineering (Memorandum) (1 CD/DVD with all files in pdf format, and two (2) hard copy sets)
  - 30% Roadway Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX project manager and COUNTY project manager and electronic submittal of PDF's to CFX GEC)
  - 30% Bridge and Structural Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX project manager and COUNTY project manager and electronic submittal of PDF's to CFX GEC)
  - 60% Roadway and specifications, Geotechnical Report (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX project manager and COUNTY project manager and electronic submittal of PDF's to CFX GEC)
  - 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 project manager and COUNTY project manager and electronic submittal of PDF's to CFX GEC)
  - 90% Roadway and specifications (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX project manager and COUNTY project manager and electronic submittal of PDF's to CFX GEC)
  - 100% Roadway, Bridge and specifications, Geotechnical Report (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX project manager and COUNTY project manager and electronic submittal of PDF's to CFX GEC)
  - Pre-Bid Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX project manager and COUNTY project manager and electronic submittal of PDF's to CFX GEC)
  - 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)
- Formal review submittals shall include copies as listed above. 8-1/2" x 11" and 11" x 17" documents do not require reproducible copies.
- Preparation and distribution of roadway and ROW plans to other than CFX or CFX GEC will not be made until approved by CFX.
- The format of review submittal plans shall conform to the FDOT Design Manual, except as amended by CFX and the COUNTY.
- 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 and the COUNTY giving:
  - The reason for the delay.
  - The design components impacted.

- Proposed methods to maintain submittal dates.

- 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.

B.37.10.1 30% Roadway Plan Submittal

At the completion of this phase, design and plan development should be approximately 30 percent complete except stormwater pond designs. The designs of the stormwater ponds shall be at 90% complete. The following material shall be developed and submitted for review:

1. Key Map Prepared
   a. Location map shown complete with destinations, ranges and townships.
   b. Beginning and ending stations shown.
   c. Any equations on project shown.
   d. Project numbers and title shown.
   e. Index shown.
2. Drainage Map Prepared
   a. Existing culvert sizes and elevations.
   b. Horizontal alignment shown.
   c. Drainage areas and flow arrows shown.
   d. High water information shown.
   e. Beginning and end stations shown along with any equations on project.
   f. Interchange supplemental maps prepared.
3. Typical Section Sheets
   a. Ramp typical sections developed.
   b. Pavement structure shown.
   c. Special details developed.
   d. General notes shown.
4. Plan and Profile Sheets
   a. Centerline plotted.
   b. Reference points and benchmarks shown.
   c. Existing topography.
   d. Base line of surveys, curve data, bearings, etc. shown.
   e. Beginning and end stations (project and construction).
   f. Geometric dimensions.
   g. Proposed and existing limited access right-of-way lines.
   h. Existing ground line.
   i. Proposed profile grade.
   j. Type, size and horizontal location of existing utilities.
   k. Drainage structures and numbers are shown
   l. Drainage ponds are shown.
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.

B.37.10.2 30% Bridge and Structural Plan Submittal

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.

B.37.10.3 60% Roadway Plan Submittal

At completion of this phase, design and plan development should be approximately 60 percent complete except stormwater pond designs. The designs of the stormwater ponds shall be at 100% complete. The following material shall be developed and submitted for review:

1. Key Map
    a. Project description and number shown.
    b. Equations, exceptions and bridge stations shown.
    c. North arrow and scale included.
    d. Consultant and CFX sign-off included.
    e. Contract set index complete.
    f. Index of sheets updated.
2. Drainage Maps
    a. Flood data shown.
    b. Cross drains and storm sewer shown.
    c. Bridges shown with beginning and ending stations.
    d. Interchange supplemental sheets updated.
3. Typical Section Sheets
    a. All required typical sections are included.
    b. Limited access right-of-way lines are shown.
    c. Design speed and traffic are shown.
    d. Special details have been completed.
    e. Station limits of each typical section are shown.
4. Plan and Profile Sheets
    a. Match lines shown.
    b. Limited access right-of-way lines shown.
    c. Stations and offset shown for all fence corners and angles.
    d. All work shown should be within right-of-way or proposed easement.
    e. Drainage structures and numbers are shown.
    f. Drainage ponds shown.
    g. Curve data and superelevation included.

h. Pavement edges, shoulders and dimensions shown.
i. Project and construction limits shown.
j. Bridges shown with beginning and ending stations.
k. General Notes.

5. Drainage Structures
   a. Drainage structures plotted and numbered.
   b. Station location and offsets identified.
6. Cross Sections
   a. Templates are shown at all stations.
   b. Limited access right-of-way lines are shown.
   c. Cross section pattern sheet included.
   d. Miscellaneous notes included.
   e. Boring profiles.
7. Interchange Layouts, Ramp Profiles and Intersection Details
   a. Geometric data shown.
   b. Profiles finalized.
   c. Coordinate data shown.
   d. Limited access right-of-way lines shown.
   e. Curve data shown.
   f. Bearings and bridges shown.
   g. Cross roads, frontage roads, and access roads shown.
   h. Intersection details shown.
8. Traffic Control Plans
9. Utility Adjustments
10. Signing and Pavement Marking Plans
11. Intelligent Transportation System (ITS) Plans
12. Highway Lighting Plans
13. Selective Clearing and Grubbing (if required)

B.37.10.4 60% Bridge and Structure Plan Submittal

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.

B.37.10.5 90% Roadway Plan Submittal

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 Plan
12. Intelligent Transportation System (ITS) Plans
13. Highway Lighting Plans
14. Selective Clearing and Grubbing (if required)

B.37.10.6 100% Roadway, Bridge, Structural and Right-of-Way Plans

At the completion of this phase, the design plans and special provisions shall be 100 percent complete.

B.37.10.6 Pre-Bid Plans

B.37.10.6 Bid Set

B.38 INVOICING LIMITS

Payment for the work accomplished shall be in accordance with Method of Compensation of this contract. Invoices shall be submitted to CFX, in a format prescribed by CFX. The CFX Project Manager and the CONSULTANT shall monitor the cumulative invoiced billings to ensure the reasonableness of the billings compared to the project schedule and the work accomplished and accepted by CFX.

The CONSULTANT shall provide a list of key events and the associated total percentage of work considered to be complete at each event. This list shall be used to control invoicing. Payments will not be made that exceed the percentage of work for any event until those events have actually occurred and the results are acceptable to CFX.

CONSENT AGENDA ITEM
#5

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement

DATE: September 23, 2024

SUBJECT: Approval of Supplemental Agreement No. 1 with CDM Smith, Inc.
for Traffic and Earnings Consultant Services
Contract No. 001922

Board approval of Supplemental Agreement No. 1 with CDM Smith, Inc. for an amount of $320,000.00 is requested. The original contract was for three years with two one-year renewals.

The work to be performed includes additional traffic and earnings consultant services.

Original Contract	$3,600,000.00
Supplemental Agreement No. 1	$ 320,000.00
Total	$3,920,000.00

This contract is a component of projects included in the Five-Year Work Plan and the OM&A Budget.

Reviewed by:

David Falk, P.E.
Manager of Engineering

Glenn Pressimone, P.E.
Chief of Infrastructure

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 1
TO
AGREEMENT FOR TRAFFIC AND EARNINGS CONSULTANT SERVICES
CONTRACT NO. 001922

This Supplemental Agreement No. 1 ("Supplemental Agreement") is entered into by and between the Central Florida Expressway Authority ("CFX") and CDM Smith, Inc., ("Consultant").

WITNESSETH:

WHEREAS, CFX and the Consultant on August 11, 2022, entered into an Agreement whereby CFX retained the Consultant to furnish Traffic and Earning Services; and

WHEREAS, CFX has determined it necessary to increase the Contract amount by $320,000.00 in order to continue the required services through the term of the Contract; and,

WHEREAS, the Consultant hereby agrees to the increase in the Contract amount and will continue to provide the required services with no change in the fees and rates included in the original Contract dated August 11, 2022;

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties agree that the Consultant shall provide the required services as detailed in the Scope of Services included in the original Contract and CFX shall increase the amount of the Contract by $320,000.00 which shall make the total not-to-exceed amount of the Contract $3,920,000.00.

CFX and Consultant agree that this Supplemental Agreement No.1 shall not alter or change in any manner the force and effect of the original Contract except insofar as the same is altered and amended by this Supplemental Agreement No.1; that acceptance of this Supplemental Agreement No.1 signifies the Consultant's waiver of all future rights for additional compensation which is not already defined herein.

IN WITNESS WHEREOF, the parties have made and executed this Supplemental Agreement: CENTRAL FLORIDA EXPRESSWAY AUTHORITY, signing by and through its Director of Procurement, authorized to execute same by Board action on the 14th day of November, 2024, and CDM SMITH INC. signing through its Principal/Client Service Leader, duly authorized to execute same.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____ Date: _____

Print Name: Aneth Williams Title: Director of Procurement

CDM SMITH INC.

By: Carleen M Flynn Date: 9/19/2024

Print Name: CARLEEN M. FLYNN Title: PRINCIPAL

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

By: Angela J. Wallace Digitally signed by Angela J. Wallace Date: 2024.09.20 08:25:03 -04'00' Date: September 20, 2024

Print Name: Angela J. Wallace Title: General Counsel

AGREEMENT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

AND

CDM SMITH INC.

TRAFFIC AND EARNINGS CONSULTANT SERVICES

CONTRACT NO. 001922

CONTRACT DATE: AUGUST 11, 2022
CONTRACT AMOUNT: $3,600,000.00

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

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

FOR

TRAFFIC AND EARNINGS CONSULTANT SERVICES

CONTRACT NO. 001922

AUGUST 2022

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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Contract No. 001922

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this 11th day of August, 2022, 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 CDM Smith 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 101 Southhall Lane, Suite 200, 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 Traffic and Earning Services in accordance with Contract No. 001922.

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.

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 three (3) year term from the date of the Notice to Proceed for the required project services as detailed in **Exhibit "A,"** with two one-year renewals at CFX's option. The options to renew are at the sole discretion and election of CFX. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by the CONSULTANT are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide CONSULTANT with written notice of its intent at least thirty (30) days prior to the expiration of the original term and subsequent renewal, if any.

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

4.0. PROJECT SCHEDULE

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

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

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

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

5.0. PROFESSIONAL STAFF

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

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

The approved subconsultants are:

Resource Systems Group, Inc. - Class I
Insight Transportation Consulting, Inc. - Class I
Florida Transportation Engineering, Inc. - Classes I and II

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

If, during the term of the Contract, CONSULTANT desires to subcontract any portion(s) of the work to a subconsultant that was not disclosed by the CONSULTANT to CFX at the time that the Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subconsultant, equal or exceed twenty five thousand dollars ($25,000.00), the CONSULTANT shall first submit a request to CFX's Director of Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the

Executive Director or his/her designee, no such subcontract shall be executed by the CONSULTANT until it has been approved by CFX Board. In the event of a designated emergency, the CONSULTANT may enter into such a subcontract with the prior written approval of the Executive Director or his/her designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by CFX Board at its next regularly scheduled meeting.

6.0. COMPENSATION

CFX agrees to pay the CONSULTANT compensation as detailed in **Exhibit "B"**, Method of Compensation, attached hereto and made a part hereof, in the not-to-exceed amount of $3,600,000.00 for the initial three-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 first 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 101 Southhall Lane, Suite 200, 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 contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public

agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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

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

8.0. COMPLIANCE WITH LAWS

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

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

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

9.0. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

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

10.0. TERMINATION

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

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

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

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

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

11.0. ADJUSTMENTS

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

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

12.0. HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY

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

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

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

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

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

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

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

13.0. INFRINGEMENT OF PATENTS AND COPYRIGHTS

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

14.0. THIRD PARTY BENEFICIARY

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

15.0. INSURANCE

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

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

The CONSULTANT shall require all insurance policies in any way related to the work and secured and maintained by the CONSULTANT to include clauses stating each underwriter shall waive

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

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

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

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

15.3 Workers' Compensation and Employer's Liability Insurance shall be provided as required by law or regulation (statutory requirements). Employer's Liability insurance shall be provided in amounts not less than $100,000 per accident for bodily injury by accident, $100,000 per

employee for bodily injury by disease, and $500,000 policy limit by disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of CFX for all work performed by the CONSULTANT, its employees, agents and subconsultants.

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

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

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

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.

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

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

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

16.0. COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS

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

Regarding the use of logos, printed documents and presentations produced for CFX shall not contain the name or logo of the CONSULTANT unless approved by CFX's Public Affairs Officer or his/her designee. Prior approval by CFX's Public Affairs Officer or his/her designee is required if a

copy of the CFX logo or any CFX mark, including trademarks, service marks, or any other mark, collectively referred as "Marks," is to be used in a document or presentation. The Marks shall not be altered in any way. The width and height of the Marks shall be of equal proportions. If a black and white Mark is utilized, the Mark shall be properly screened to insure all layers of the Mark are visible. The proper presentation of CFX Marks is of utmost importance to CFX. Any questions regarding the use of CFX Marks shall be directed to the CFX Public Affairs Officer or his/her designee.

17.0. CONFLICT OF INTEREST AND STANDARD OF CONDUCT

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

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

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

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

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

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

During the term of this Agreement the CONSULTANT is NOT eligible to pursue any advertised construction engineering and inspection projects of CFX as either a prime or subconsultant where the CONSULTANT participated in the oversight of the projects or for any project which the

CONSULTANT prepared plans and/or specifications. Subconsultants are also ineligible to pursue construction engineering and inspection projects where they participated in the oversight of the projects or for any project which the subconsultant was involved in the preparation of plans and/or specifications.

18.0. DOCUMENTED ALIENS

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

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

19.0. E-VERIFY CLAUSE

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

20.0. INSPECTOR GENERAL

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

21.0. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

Pursuant to Section 287.133(2)(a), Florida Statutes,
"a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on

leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO ($35,000) for a period of 36 months following the date of being placed on the convicted vendor list."

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

22.0. COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

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

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

23.0. AVAILABILITY OF FUNDS

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

24.0. AUDIT AND EXAMINATION OF RECORDS

24.1 Definition of Records:

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

limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by CONSULTANT in determining labor, unit price, or any other component of a bid submitted to CFX.

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

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

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

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

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

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

25.0. GOVERNING LAW AND VENUE

This Agreement shall be governed by and constructed in accordance with the laws of the State of Florida. The parties consent to the exclusive jurisdiction of the courts located in Orange County,

Florida. The obligations in Section 25.0, Governing Law and Venue, shall survive the expiration or termination of this Agreement and continue in full force and effect.

26.0. NOTICE

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

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

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

To CONSULTANT: CDM Smith Inc.,
101 Southhall Lane, Suite 200
Maitland, FL. 32751
Attn: Carleen Flynn, AICP – Project Manager

CDM Smith Inc.,
101 Southhall Lane, Suite 200
Maitland, FL. 32751
Attn: Hugh Miller, PhD, PE

27.0. HEADINGS

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

28.0. CONTRACT LANGUAGE AND INTERPRETATION

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

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

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

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

29.0. ASSIGNMENT

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

30.0. SEVERABILITY

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

31.0. INTEGRATION

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

32.0. ATTACHMENTS

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

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the CONSULTANT and CFX have caused this instrument to be signed by their respective duly authorized officials, as of the day and year first above written. This Contract was awarded by CFX's Governing Board at its meeting on August 11 , 2022.

CDM SMITH INC.

BY: Carleen M Flynn
Authorized Signature

Print Name: Carleen M. Flynn

Title: Client Service Leader

ATTEST: Crista Storey-Belrose (Seal)
Secretary or Notary

CRISTA STOREY-BELROSE
Notary Public
State of Florida
Comm# HH189002
Expires 10/21/2025

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: Aneth Williams Digitally signed by Aneth Williams Date: 2022.10.19 16:52:58 -04'00'
Director of Procurement

Print Name: Aneth Williams

Approved as to form and execution, only.

Laura Newlin Kelly
General Counsel for CFX

Print Name: Diego "Woody" Rodriguez

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT A
GENERAL TRAFFIC AND EARNINGS CONSULTANT
CONTRACT NO. 001922
SCOPE OF SERVICES

I. PURPOSE

CFX requires the assistance of a Traffic & Earnings Consultant to provide traffic and earnings/revenue services on a continuing basis for financial planning on CFX system of toll roads including any extensions, expansion projects or candidate projects. The services to be provided include, but are not necessarily limited to: data collection and analysis, traffic forecasting, impact analysis, evaluation of alternative toll rate structures, cost analysis, revenue projections, and financial/economic feasibility studies as assigned.

The Consultant shall provide qualified professional personnel to perform the duties and responsibilities assigned under the terms of the Contract.

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

CFX shall request Consultant services on an as-needed basis. There is no guarantee that any of all of the services described in this agreement 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 performed by other consultants or CFX staff.

II. GENERAL REQUIREMENTS

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

The Consultant shall have a detailed knowledge of modeling and forecasting in the Orlando urban area as well as experience in applying the Florida Standard Urban Transportation Model Structure (FSUTMS). All modeling services shall be physically performed in the Consultant's or subconsultant's office located in the Orange County Standard Metropolitan Statistical Area (Orange, Lake, Osceola and Seminole Counties).

III. CONSULTANT SERVICES AND RESPONSIBILITIES

The Consultant shall perform the following tasks in carrying out the requirements of the Agreement. The following tasks provide an example of work to be required, but are not intended to be all-inclusive:

A. Transportation Planning and Traffic Engineering

1. Prepare proposals for specific studies or other tasks within the specific scope of service prepared by CFX. Complete the required services under the direction of CFX's Project Manager.

2. Monitor and evaluate economic conditions on the state, regional and national levels and determine potential impact on toll traffic and revenues.

3. Update and/or review the land use information along CFX projects.

4. Maintain county demographic and land use information about CFX's project area.

5. Develop Planning Concept Reports.

6. Develop Design Traffic Reports

7. Special Studies as assigned.

8. Create and maintain a traffic forecasting model using FSUTMS.

9. Apply CFX's model and FSUTMS to:

   - Interpret model results.
   - Develop all system and design traffic.
   - Document the model results including assumptions.

10. Develop, implement and maintain a document control and filing system that shall govern the Consultant's distribution and file copies of all program related correspondence, reports, plans, technical data, etc.

B. System Review, Annual Report and Bonding Support

1. The Consultant shall be knowledgeable of all covenants and provisions of CFX's current bond resolutions and shall perform operations consistent with these covenants and provisions.

2. Prepare and submit to CFX copies of an annual report on the traffic, toll and revenue aspects of CFX's operations. Included in the report shall be an updated projection of revenues for CFX's system on a fiscal year basis for the current year and a period of ten (10) years thereafter.

3. Upon request by CFX, make preliminary suggestions on any traffic or toll matters.

4. Upon request by CFX, prepare studies to include, but not be limited to, the following:

- Financial Feasibility
- Toll Rate Structure
- Bonding Capacity of Projects

5. Estimate the additional toll revenues that would be earned by CFX as a result of new projects or interchanges.

6. Certification of estimated project revenues for economic feasibility determination.

7. Review reports prepared by CFX staff or CFX consultants regarding projects that have potential for becoming CFX projects under the financial criteria established by CFX.

8. Prepare Traffic and Earnings Reports for future proposed bond sales with coordination from CFX staff, CFX's General Engineering Consultant, financial advisors and underwriters. Present information in Traffic and Earnings Report as required.

C. Support for the General Engineering Consultant

1. As requested by the Project Manager, the Consultant shall coordinate with and provide support to CFX's General Engineering Consultant for the following activities:

- Miscellaneous traffic modeling.
- Submittal and review of design traffic.
- Operational analysis and traffic simulation.
- Analysis of vehicle count and classification data.
- System project review.

D. Meetings and Workshops

1. Attend meetings with CFX staff, consulting engineers, or other individuals or agencies designated by CFX.

2. Meet with the State Board of Administration, Division of Bond Finance, rating agencies, bond counsel, financial advisors and underwriters, and attend bond presentations as required.

IV. CFX RESPONSIBILITIES

CFX will furnish, without cost to the Consultant, the following information and data in connection with services authorized under terms of the Agreement:

A. Furnish all CFX procedures, standards, and policies applicable to the services being provided by the Consultant.

B. Furnish drawings, specifications, schedules, reports and other information prepared by or for CFX by others which are available to CFX and which CFX considers pertinent to Consultant's responsibilities as described herein.

C. Furnish available traffic, safety (accident) and planning data.

V. SUBCONTRACTING

Services assigned to subconsultants must be approved in advance by CFX in accordance with the Agreement. Subconsultants shall be qualified and approved by CFX prior to performing any work assigned to them.

If subconsultant services are authorized, the Consultant shall obtain a schedule of rates for review and approval by CFX prior to any work being performed.

END OF SCOPE OF SERVICES

CONSENT AGENDA ITEM #6

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*
Director of Procurement

DATE: November 1, 2024

SUBJECT: Approval of Supplemental Agreement No. 1 with Avant Engineering Group, LLC for Miscellaneous Design Consultant Services
Contract No. 001835

Board approval of Supplemental Agreement No. 1 with Avant Engineering Group, LLC in the amount of $600,000.00 is requested. The original contract was for three years with two one-year renewals.

The work to be performed includes additional miscellaneous design services.

Original Contract	$3,000,000.00
Supplemental Agreement No. 1	$ 600,000.00
Total	$3,600,000.00

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

Reviewed by: *David V. Falk*
David Falk, PE
Manager of Engineering

Glenn Pressimone
Glenn Pressimone, PE
Chief of Infrastructure

Project N/A
Contract 001835

SUPPLEMENTAL AGREEMENT NO. 1

TO

AGREEMENT FOR PROFESSIONAL SERVICES

MISCELLANEOUS DESIGN CONSULTANT SERVICES (SSBE)

THIS SUPPLEMENTAL AGREEMENT NO. 1 TO AGREEMENT FOR PROFESSIONAL SERVICES MISCELLANEOUS DESIGN ("Supplemental Agreement") is made and entered into 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 AVANT ENGINEERING GROUP, LLC, a Florida corporation, hereinafter called the "CONSULTANT".

WHEREAS, CFX and CONSULTANT entered into that certain Agreement for Professional Services between CFX and the CONSULTANT, dated December 9, 2021, ("Agreement"); and

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

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

1. Funding is adjusted upward by $600,000.00 to allow the CONSULTANT to complete tasks for projects included in the Work Plan.
2. Exhibit "B" Method of Compensation of the Agreement is hereby amended as follows:
    a. The amount not to exceed in section 2.1 is increased by $600,000.00.
    b. The Total Maximum Limiting Amount is increased to $3,600,000.00.
3. All provisions of said Agreement, or any amendments or supplements thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and the Agreement, or any existing supplements or amendments thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

IN WITNESS WHEREOF, the parties have made and executed this Supplemental Agreement: CENTRAL FLORIDA EXPRESSWAY AUTHORITY, signing by and through its Director of Procurement, authorized to execute same by Board action on the 14th day of November, 2024, and AVANT ENGINEERING GROUP, LLC signing through its Vice President, duly authorized to execute same.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____ Date: _____

Print Name: Aneth Williams Title: Director of Procurement

AVANT ENGINEERING GROUP, LLC

By:  Date: 11/01/2024

Print Name: Erez Dayan Title: Vice President

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

By: Angela J. Wallace Digitally signed by Angela J. Wallace Date: 2024.11.01 14:36:08 -04'00' Date: November 1, 2024

Print Name: Angela J. Wallace Title: General Council

October 31, 2024

Aaron Johnson, PE
Engineering Project Manager
Central Florida Expressway Authority (CFX)
4974 ORL Tower Road, Orlando, FL 32807

Reference: **CFX Contract No. 001835**
Misc. Design Consultant Services (SSBE)
Supplemental Agreement Request

Dear Mr. Johnson:

We are writing to formally request a supplemental agreement in the amount of $600,000 to add tasks that support projects already in the Work Plan. This funding is essential to ensure that the projects are executed in a timely manner and delivered to the highest standards.

We are committed to delivering exceptional results and upholding our responsibilities as outlined in the Work Plan. We are confident that this funding will significantly contribute to our ability to achieve these goals.

We appreciate your consideration of this request and are happy to provide any further information or details needed to support the approval process.

Should you have any questions or comments that require attention please do not hesitate to contact me. My direct line is 407-946-2892 and my email is edayan@avanteng.com.

Respectfully submitted,

Erez Dayan, P.E.
Avant Engineering Group, LLC
Vice President

AGREEMENT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

AND

AVANT ENGINEERING GROUP, LLC

MISCELLANEOUS DESIGN CONSULTANT SERVICES (SSBE)

CONTRACT NO. 001835

CONTRACT DATE: DECEMBER 09, 2021

CONTRACT AMOUNT: $3,000,000.00

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

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

FOR

MISCELLANEOUS DESIGN CONSULTANT SERVICES (SSBE)

CONTRACT NO. 001835

DECEMBER 2021

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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	Exhibit “E”, Potential Conflict of Interest Form	

Contract No. 001835

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this 9th day of December 2021, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 2014-171, Laws of Florida, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter "CFX," and AVANT ENGINEERING GROUP, LLC, hereinafter called "CONSULTANT," registered and authorized to conduct business in the State of Florida, carrying on professional practice in engineering, with offices located at 1300 Minnesota Avenue, Suite 201, Winter Park, FL 32789.

WITNESSETH:

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

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

1.0. DEFINITIONS.

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

2.0. SERVICES TO BE PROVIDED

CFX does hereby retain the CONSULTANT to furnish certain miscellaneous design consultant services as identified in this Contract, Contract No. 001835.

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 includes the professional services related to planning and engineering as described in **Exhibit "A."**

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 three (3) year term from the date of the Notice to Proceed for the required project services as detailed in **Exhibit "A,"** with two one-year renewals at CFX's option. The options to renew are at the sole discretion and election of CFX. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by the CONSULTANT are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide CONSULTANT with written notice of its intent at least thirty (30) days prior to the expiration of the original term and subsequent renewal, if any.

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

4.0 PROJECT SCHEDULE

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

In the event there are delays on the part of CFX as to the approval of any of the materials submitted by the CONSULTANT or if there are delays occasioned by circumstances beyond the control

of the CONSULTANT, which delay the scheduled project completion date, CFX may grant to the CONSULTANT by "Letter of Time Extension" an extension of the scheduled project completion date equal to the aforementioned delays. The letter will be for time only and will not include any additional compensation.

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

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

5.0 PROFESSIONAL STAFF

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

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

The approved subconsultants are:

Avant Engineering Group, LLC (Class I)	DRMP, Inc. (Class I, II)
TLP Engineering Consultants, Inc. (Class I)	Brindley Peters & Associates, Inc. (Class I)
Bentley Architects and Engineers, Inc. (Class I)	Faller, Davis & Associates, Inc. (Class I)
The Lunz Group, Inc. (Class I)	C.T. HSU & Associates, P.A. (Class I)
SGM Engineering, Inc. (Class I)	Dix.Hite + Partners, Inc. (Class I)
Florida Bridge & Transportation, Inc. (Class I)	Geotechnical and Environmental Consultants, Inc. (Class II)

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

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

6.0 COMPENSATION

CFX agrees to pay the CONSULTANT compensation as detailed in **Exhibit "B"**, Method of Compensation, attached hereto and made a part hereof, in the not-to-exceed amount of $3,000,000.00 for the initial three-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. The obligations in this paragraph survive the termination of the Agreement and continue in full force and effect.

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 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 1300 Minnesota Avenue, Suite 201, Winter Park, FL 32789.

Notwithstanding Section 15, entitled "Communications, Public Relations, and Use of Logos," CONSULTANT acknowledges that CFX is a body politic and corporate, an agency of the State of Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes. To the extent that the CONSULTANT is in the possession of documents that fall within the definition of public records subject to the Public Records Act, which public records have not yet been delivered to CFX, CONSULTANT agrees to comply with Section 119.0701, Florida Statutes.

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

An excerpt of Section 119.0701, Florida Statutes is below.

> Per Section 119.0701(1), "Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).
>
> Per Section 119.0701(b). The contractor shall comply with public records laws, specifically to:
>
> 1. Keep and maintain public records required by the public agency to perform the service.
> 2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
> 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
> 4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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

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

8.0 COMPLIANCE WITH LAWS

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

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

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

9.0 WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

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

10.0 TERMINATION

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

If CFX determines that the performance of the CONSULTANT is not satisfactory, CFX shall have the option of (a) immediately terminating 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

The CONSULTANT shall 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, caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement, The CONSULTANT shall indemnify and hold harmless CFX and all of its officers and employees from any liabilities, losses, damages, costs, including, but not limited to reasonable attorneys' fee, arising out of any negligent act, error, omission by the CONSULTANT, its agents, employees, or subcontractors during the performance of the Agreement, except that neither the CONSULTANT, its agents, employees nor any of its subconsultants will be liable under this paragraph for any claim, loss, damage, cost, charge or expense arising solely out of any act, error, omission or negligent act by CFX or any of its officers, agents 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. The CONSULTANT further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Independent Consultants, Broad Form Property Damage, X-C-U Coverage, Contractual Liability, or Severability of Interests. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be excess to any

policy of insurance required herein. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

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

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

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

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

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

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

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

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

Compliance with these insurance requirements shall not relieve or limit the CONSULTANT's liabilities and obligations under this Agreement. Failure of CFX to demand such certificate or evidence

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

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

15.0 COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS

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

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

16.0 CONFLICT OF INTEREST AND STANDARD OF CONDUCT

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

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

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

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

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

The CONSULTANT 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.

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

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

17.0 DOCUMENTED ALIENS

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

The obligations in Section 17.0, Documented Aliens, shall survive the expiration or termination of this Agreement and continue in full force and effect.

18.0 E-VERIFY CLAUSE

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

19.0 INSPECTOR GENERAL

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

20.0 PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

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

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

21.0 COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

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

21.1. submitted a false certification as provided under Florida Statute 287.135(5); or
21.2. been placed on the Scrutinized Companies with Activities in Sudan List; or

21.3. been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or
21.4. been engaged in business operations in Cuba or Syria; or
21.5. found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

22.0 AVAILABILITY OF FUNDS

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

23.0 AUDIT AND EXAMINATION OF RECORDS

23.1 Definition of Records:

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

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

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

23.3 If CFX requests access to or review of any Contract Documents or Proposal Records and CONSULTANT refuses such access or review, or delays such access or review for over ten (10) calendar days, CONSULTANT shall be in default under its Contract with CFX, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of CONSULTANT. These provisions shall not be limited in any manner by the existence of any CONSULTANT claims or pending litigation relating to the Contract. Disqualification or suspension of the CONSULTANT for failure to comply with this section shall

also preclude the CONSULTANT from acting in the future as a subcontractor of another contractor doing work for CFX during the period of disqualification or suspension. Disqualification shall mean the CONSULTANT is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.

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

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

23.6 The obligations in Section 23.0, Audit and Examination of Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

24.0 GOVERNING LAW AND VENUE

This Agreement shall be governed by and constructed in accordance with the laws of the State of Florida. The parties consent to the exclusive jurisdiction of the courts located in Orange County, Florida. The obligations in Section 24.0, Governing Law and Venue, shall survive the expiration or termination of this Agreement and continue in full force and effect.

25.0 NOTICE

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

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

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

To CONSULTANT: Avant Engineering Group, LLC
1300 Minnesota Avenue, Suite 201
Winter Park, FL 32789
Attn: Erez Dayan, P.E.

Avant Engineering Group, LLC
1300 Minnesota Avenue, Suite 201
Winter Park, FL 32789
Attn: Lizette Martinez, P.E.

26.0. HEADINGS

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

27.0 CONTRACT LANGUAGE AND INTERPRETATION

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

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

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

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

28.0 ASSIGNMENT

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

29.0 SEVERABILITY

The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or 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.

31.00 ATTACHMENTS

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

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the CONSULTANT and CFX have caused this instrument to be signed by their respective duly authorized officials, as of the day and year first above written. This Contract was awarded by CFX's Board of Directors at its meeting on December 9, 2021.

AVANT ENGINEERING GROUP, LLC

BY: _____
Authorized Signature

Print Name: Erez Dayan

Title: Vice President

ATTEST: _____ (Seal)
Secretary or Notary

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: Aneth Williams Digitally signed by Aneth Williams Date: 2022.03.09 08:25:47 -05'00'
Director of Procurement

Print Name: _____

Date: _____

Approved as to form and execution, only.

Diego "Woody" Rodriguez Digitally signed by Diego "Woody" Rodriguez Date: 2022.03.08 19:27:52 -05'00'
General Counsel for CFX

Print Name: Diego "Woody" Rodriguez

JASON ALLY
Notary Public - State of Florida
Commission # GG 360160
My Comm. Expires Jul 29, 2023

EXHIBIT A

SCOPE OF SERVICES

Exhibit A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

FOR

MISCELLANEOUS DESIGN CONSULTANT SERVICES

CONTRACT 001835 (SSBE)

IN ORANGE, SEMINOLE, LAKE, OSCEOLA, AND BREVARD COUNTIES, FLORIDA

December 2021

Exhibit A

SCOPE OF SERVICES

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1.0 GENERAL

1.01 Location

Projects (and project locations) to be identified on an individual basis per each Work Authorizations

1.02 Description

The work to be performed under this contract includes the final design and preparation of construction drawings and specifications for miscellaneous design projects on CFX's system. Potential scope elements may include, but are not limited to the following: minor highway design, major highway design, miscellaneous structures, minor bridge design, traffic engineering studies, traffic signal timing, intelligent transportation systems analysis and design, signing, pavement marking and channelization, lighting, signalization, control surveying, soil exploration, geotechnical classification lab testing, standard foundation studies, architecture, and landscape architecture. All work on this contract will be requested and approved by means of individual Work Authorizations

1.03 Purpose

A. The purpose of this Exhibit is to describe the scope of work and responsibilities required in connection with final engineering and final construction drawings and documents for the miscellaneous design services contract. It should be noted that this Exhibit covers a full range of possible scope elements that may arise as part of this contract. This Exhibit is provided as a guide to be used by the CONSULTANT in preparation of individual Work Authorizations as requested by CFX. It is further understood that elements of this Exhibit may not be applicable to all Work Authorizations Work Authorizations approved under this contract

B. As necessary, the Consultant shall perform those engineering services required for final roadway plans, final bridge plans, and the preparation of a complete environmental resource application including 100% storm water management, final lighting plans, final traffic control plans, final utility, final fiber optic network relocation plans and final signing and pavement marking plans.

In addition, the Consultant shall perform those architectural services required for final building plans and mechanical, electrical, and plumbing final plans.

C. CFX's Project Manager will provide contract administration, management services and technical reviews of all work associated with the preliminary and final designs

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

1.04 Organization

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

1.05 Term of Agreement for Miscellaneous Design Services

A. The term of the Agreement shall be for three (3) years from the notice to proceed. The Agreement is further eligible for two (2), one (1) year renewals following the initial three (3) year period

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

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 Guidelines, CFX's Lighting Details, CFX's Signing & Pavement Marking Details, and CFX's ITS Design Standards 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, 2010 edition, and updates, shall be used for this project

2. The FDOT Florida Design Manual, latest edition and subsequent updates, shall be used for this project

3. The FDOT Basis of Estimates Handbook, latest edition, shall be used for this project

4. The AASHTO Policy on Geometric Design of Highway and Streets (Green Book), 2018 edition, shall be used for this project

5. The FHWA Manual on Uniform Traffic Control Devices (MUTCD), 2009 edition, as amended, shall be used for this project

3.0 DESIGN CRITERIA

3.01 General

Design of the projects 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 project, may supplement the Project Design Guidelines

B. As necessary, along with the 30% design review submittal, the Consultant shall provide a tabulation of all applicable drainage and stormwater management criteria from Federal, State and local agencies and indicated which will be used for all segments and portions of the project. Unless otherwise directed by CFX, the Consultant shall use the most restrictive or conservative criteria applicable

3.02 Geometry

A. All plans and designs shall be prepared in accordance with the latest standard specifications adopted by AASHTO, FDOT Structures Design Guidelines (Manual), FDOT Structures Detailing Manual, FDOT Florida Design Manual, CFX Design Guidelines, etc., except as otherwise directed by CFX.

3.03 Bridge and Other Structures

A. All plans and designs shall be prepared in accordance with the latest standard specifications adopted by AASHTO, FDOT Structures Design Guidelines (Manual), FDOT Structures Detailing Manual, FDOT Florida Design Manual, CFX Design Guidelines, 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. As this is a miscellaneous design services contract, it is understood that not all of the work outlined in this Section is applicable to every project task authorization.

4.01 Design Features

A. The work required for this project includes preparation of final construction drawings and specifications as well as the preparation of a complete environmental resource application (as necessary)

B. Major elements of the work include the following:

The work to be performed under this contract includes the final design and preparation of construction drawings and specifications for miscellaneous design projects on CFX's system. Potential scope elements may include, but are not limited to the following: minor highway design, major highway design, miscellaneous structures, minor bridge design, traffic engineering studies, traffic signal timing, intelligent transportation systems analysis and design, signing, pavement marking and channelization, lighting, signalization, control surveying, soil exploration, geotechnical classification lab testing, standard foundation studies, architecture and landscape architecture. All work on this contract will be requested and approved by means of individual Work Authorizations

4.02 Governmental Agencies

A. The Consultant shall coordinate with and assist in securing the approval of all interested agencies involved. These agencies include, but are not necessarily limited to City of Orlando, Orange County, FDOT, Florida's Turnpike Enterprise, City of Apopka etc.

4.03 Surveys and Mapping

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

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

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

B. Alignment

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

2. Establish and set alignment in the same manner on cross roads and major adjacent alignments

3. Station all alignments at 100' intervals

4. Meet with CFX's Project Manager to discuss methods for determining alignments prior to staking

C. Reference Points

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

2. Show obstructions where alternate references are set

D. Bench Levels

1. The Consultant shall establish new benchmarks at 1000' intervals, along all alignments, using stable 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 and cross-slopes along the inside travel lane and outside travel lane every 100’

3. Additional topographic and DTM surveys, as needed for the project design, are the responsibility of the Consultant. These may include existing water bodies and pavement elevations

F. Drainage Survey

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

G. Underground Utilities

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

H. Side Street Surveys

Perform topographic and utility surveys of side streets as 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 alignment control points, references and benchmarks and meet with the construction

contractor to review these points

4.04 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 Authority requirements. The Consultant shall adhere to all traffic control requirements when taking samples on existing roadways. A traffic control plan and permit may be required. Any advanced warning signs required when crews are working on CFX system shall be made with 3M Scotchlite Diamond Grade Fluorescent orange roll up sign sheeting

C. The work includes, but is not limited to, identifying roadway structural section requirements, LBR testing, design methods for the selected foundation, external stability evaluation at proprietary retaining walls, groundwater and estimated seasonal high groundwater level, estimate of the maximum rate of pumping that will be required at sites that dewatering is anticipated, certification of all under drain and pond draw down times, pH and resistivity conditions requiring design considerations, soil shrinkage/swell characteristics, slope stability and benching in embankment/excavation locations, recommendation for methods of rock excavation, potential imported borrow sites and availability of structural section materials, location and depths of unsuitable material (muck), and design alternatives based on geotechnical findings; design values for active, at rest, and passive soil pressures; allowable design loads or pressures for each foundation type, corrosion testing for structures and design of foundations for sign structures

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

4.05 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

4.06 Pavement Design

A. The Consultant shall prepare the pavement design as appropriate in accordance with the requirements of the FDOT for mainline and ramps

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

4.07 Governmental Agency and Public Meetings

A. Except as may be provided elsewhere in this Scope of Services, the Consultant shall have appropriate representatives present at such meetings, conferences or hearings as CFX may direct to secure necessary approvals and/or support of the project by county, municipal, or other governmental agencies. If so directed, the Consultant shall also have appropriate representatives present at meetings or conferences of CFX, its Chairman or staff

B. The Consultant shall assist CFX in presentations to various parties. The Consultant shall prepare exhibits pertaining to basic roadway and noise wall elements. CFX will prepare exhibits pertaining to aesthetic treatments and other design issues if applicable

4.08 Environmental Permits

A. CFX's Project Manager will review, coordinate and submit the applications for all environmental permits, including EPA's NPDES General Permits for Stormwater Discharges from Construction Sites. The Consultant shall provide all information, permit applications and data relating to Stormwater Management and Floodplain Impacts required for the permits to CFX. (CFX will be responsible for preparing all of the Wetlands and Protected Species analysis and documentation required for the permits). The Consultant shall:

1. Attend the pre-application meetings and site visits with CFX and regulatory agencies

2. Provide additional information requested at the pre-application by regulatory agencies for permits

3. Provide aerial maps at a 1"=400' scale which include SCS soils data, 100-year floodplain limits and proposed project

4. Provide all plans, calculations, sketches and reports required for permits except as described above

5. Provide copies of all drainage calculation, including pond routing nodal diagrams, for the project

6. Assist CFX in responding to any requests for additional information made by regulatory agencies after the permit application is submitted

7. Incorporate any changes required by changes in regulatory agency requirements during the course of the project. If this requires additional work by the Consultant a Supplemental Agreement will be prepared

8. Prepare a list of adjacent landowners along with address and nine-digit zip code at all wetland encroachment sites

9. Provide all permit application material in .PDF format and *7* hard copies

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

4.09 Utilities

A. Location

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

B. Utility Coordination

1. The Consultant shall prepare reproducible utility adjustments plans based on information provided by respective utility companies

2. Private utilities will prepare design plans for the relocation of their facilities. If a utility cannot or will not prepare these design plans, the work shall be added to the scope by Supplemental Agreement and the Consultant shall prepare design plans for utility relocation for approval of the utility and review by CFX

3. Where utility conflicts occur 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

7. The Consultant shall prepare the Utility Certification Letter certifying that all utility negotiations (full execution of each agreement, approved utility work schedule, technical special provisions written, etc.) have been completed with arrangements made for utility work to be undertaken and completed as required

4.10 Roadway Design

A. Generally, a Typical Section Package will not be prepared. Rather, typical sections will be prepared as part of the 30% 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, should widths, cross slopes, borders, sight distance, side slopes, lane transitions, superelevations, features of intersections, ramp terminal details, interchanges, and limited access points

C. As necessary, 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. Plans and profiles (plans at 1”=50’ scale)

8. Interchange plans, profiles, alignment and plan index sheets
9. Interchange layout plans

10. Intersection plans and profiles or spot elevations

11. Interchange curve and coordinate data sheets

12. Ramp Terminal Details

13. Crossroad plans and profiles (1"= 50' scale)

14. Cross-sections (with pattern plan) (1" = 20' horiz.) (1" = 5' vert.)

15. Earthwork quantities

16. Traffic Control Sheets

17. Utility Adjustment Sheets

18. Details

19. Special provisions

20. Special specifications

4.11 Structures Design

A. Prior to commencement of final design, the consultant shall prepare a Bridge Concept Memorandum which documents a limited range of structural alternatives and identifies preferred alternatives. Specifically, the alternatives to be examined include Type III vs Type IV beams, slope walls vs vertical retaining walls, and concrete vs steel H-piles

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

3. Box Culverts

4. Slope protection

5. Approach slabs

6. Details

7. Summary quantity tables

8. Special provisions and specifications

9. Stage construction-sequencing details (if applicable)

10. Sign\Signal structures

11. Sound walls

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

4.12 Drainage Design

A. As part of the drainage design requirements, the Consultant shall:

1. Perform all drainage design in accordance with the approved criteria from Section 3.01C

2. Finalize the pond design at the 30% submittal

3. Have its chief drainage engineer available at the scheduled (bi-weekly/monthly) team meetings to review progress and discuss problems

4. Notify CFX's Project Manager immediately if any deviation from approved design criteria is anticipated

5. Provide drainage/contour maps 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

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

4.13 Roadway Lighting

A. The Consultant shall provide a complete set of final roadway lighting documents in accordance with FDOT and CFX design criteria. The work shall include coordination with the local utility to provide electrical service. Plan sheet scale shall be at 1"=50' scale

B. CFX will provide a cut sheet for the type of lighting fixtures to be used for this project

4.14 Traffic Engineering

A. Traffic Data will be furnished by CFX

B. Maintenance of Traffic Plans

1. The Consultant shall prepare maintenance of traffic plans at scale of 1" = 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 determined by CFX and other governmental agencies.

This includes meeting with the governmental agencies which may be impacted by the maintenance of traffic plans

4.15 Signing Plans

A. The Consultant shall prepare designs and contract documents for final signing 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

C. CFX will provide preliminary aesthetic input for the architectural modification of standard FDOT details for sign structures

D. Plan sheets will be developed at a scale of 1"=50' (11"x17" format)

4.16 Pavement Marking Plans

A. The Consultant shall prepare designs and contract documents for final pavement marking plans, including striping, crosswalks, intersection details, reflective pavement markers and traffic delineators

B. The pavement marking design will be shown on the same plan sheets as the signing design

4.17 Right-of-Way Surveys

A. No additional right-of-way is anticipated as part of this contract. Should right-of-way surveys become necessary, a Supplemental Agreement will be made to address the scope required for the services

4.18 Cost Estimates

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

4.19 Special Provisions and Specifications

A. The Consultant shall prepare and submit at the 90% level special provisions, special specifications, and technical special provisions for items, details and

procedures not adequately covered by CFX's Technical Specifications

4.20 Fiber Optic Network (FON)

A. Fiber Optic Infrastructure Plans

1. The site construction plans shall be developed at a scale of 1" equals 50 feet. These plans shall include the relocation of all existing fiber optic ductbanks, cables, manholes, and pull boxes in areas where the existing locations conflict with construction. The Consultant shall identify existing physical features and utilities that will impact the construction and installation of the equipment. The Consultant shall review and modify standard FON details as necessary

2. Fiber optic network (FON) plans shall include the following:
   a. Roadway geometry
   b. Rights-of-Way
   c. Existing utilities within the right-of-way including CFX's FON
   d. Physical features affecting construction/installation (sign structures, light poles, fences, etc.)
   e. Manhole/Pull box locations and stub-out details (standard details provided)
   f. Device layout
   g. Device installation details
   h. Conduit installation details (standard details provided)
   i. Fiber optic cable route marker detail (standard details provided)
   j. Fiber count per conduit
   k. Communications interconnect
   l. Connectivity with the FON backbone conduits
   m. Fiber cable design to include link loss budget calculations, per Corning standard recommended procedure
   n. Fiber cable routing summaries, fiber cable allocation charts, and splice details and tables
   o. Controller cabinet, CCTV pole, and foundation details
   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
   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. No relocation of existing CCTV sites are anticipated under this contract nor or any new CCTV sites anticipated as part of the proposed improvements

w. 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

x. No relocation of existing DMS sites are anticipated under this contract nor or any new DMS sites anticipated as part of the proposed improvements

y. Conversion of any existing ITS devices within the project limits from point-to-point fiber optic modems to gigabit Ethernet field switches, relocation of video encoders from the mainline toll plazas to the CCTV cabinets, and upgrading other cabinet equipment as needed to meet current CFX ITS equipment standards

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

B. Splice and Cable Routing Details

1. The Consultant shall provide splicing detail diagrams to document fiber optic splices within and between manholes, ITS devices, tollbooths, and other junction points

2. 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 fiber optic conduit and all 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

Quantities and General Notes

Standard notes shall be included to provide direction to the contractor and provide pay item descriptions as necessary

E. Standard CFX specifications will be provided to the Consultant. The

Consultant shall review the specifications and modify them as necessary

4.21 Toll Plazas

A. This contract may include modifications and/or improvements to any of the existing toll plazas, including any associated equipment and gantry systems

4.22 Post-Design Services (as necessary)

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:
   a. Answer questions relative to the plans, typical sections, quantities and special provisions
   b. Make any necessary corrections to the plans, typical sections, quantities, notes, etc., as may be required
   c. Attend pre-award meeting with construction contractor, CFX, and CFX's CEI

C. The Consultant shall, prior to the pre-bid conference, be prepared to walk the project with CFX's CEI to discuss the plans and details. The Consultant shall be prepared to attend the pre-bid conference and respond to questions related to the plans, details, and special provisions

D. The Consultant shall prepare any addenda required to clarify the work included in the construction contract documents. Addenda may be required based on the project inspection with the CEI, or questions developed in the pre-bid conference, or conditions discovered by bidders during the bid period

E. The Consultant shall be available to respond to questions in the field that may arise relative to the plans, details or special provisions during construction. The Consultant shall periodically visit the project site to observe the progress of construction on the project. This visit will not replace the formal construction inspection by CFX. It is intended to provide the opportunity of the design team to observe whether the work is being performed in general conformance with the project plans. Written memos of all such field trips shall be submitted to CFX within five working days of the trip

F. The Consultant shall review and approve shop drawings for structural, lighting, signing, traffic signal elements, and toll plaza shop drawings. This work will include the erection procedure plans, review proposals for

substitutions, develop supplemental agreements, and provide other engineering services required to facilitate construction of the project. Reviews will be conducted and returned within two weeks from receipt of information

G. The Consultant shall appoint a responsible member of the firm to be the contact person for all post-design services. The person should be continually available during the course of construction for review of design plans

H. The Consultant shall make every reasonable effort to process any material presented for review in a prompt manner recognizing a construction contract is underway

I. The Consultant shall attend partnering meetings as requested by CFX's Project Manager. The Consultant shall also attend progress/coordination meetings as requested by CFX's Project Manager including, but not limited to, the Notice to Proceed meeting

J. 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

5.01 Record Documents

A. CFX will provide the Consultant, within ten working days of a written request, the following items:

1. Available record drawings of existing conditions.

2. Available right-of-way plans of existing conditions.

3. Current list available to CFX of owners of all affected properties within the section.

4. Sample plans to be used as guidelines for format, organization and content.

5. Title searches of all affected properties for use by the Consultant in the preparation of the right-of-way maps.

6. Contract unit prices from latest CFX construction projects.

5.02 Traffic Data

A. CFX will provide the following design traffic data:

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.

5.03 Other

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

6.0 WORK PERFORMED BY CFX OR ITS DESIGNEE

6.01 Right-of-Way Acquisition

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

6.02 Utility Agreements

A. CFX will help coordinate and support the Consultant's acquisition of information required for utility agreements.

6.03 Public Involvement

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

6.04 Contracts and Specifications Services

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

6.05 Post-Design Services

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

6.06 Environmental Permits

A. CFX will review and submit the environmental permit applications and coordinate with the Consultant on requests for additional information from the regulatory agencies.

B. CFX will stake wetland lines and coordinate agency site visits. CFX will also prepare the wetland and wildlife analysis and documentation for the permits.

6.07 Conceptual Specialty Design

A. CFX will provide a conceptual major guide signing plan as necessary.

B. CFX will provide conceptual aesthetics design and treatments for structures.

7.0 ADMINISTRATION

As this is a miscellaneous design services contract, it is understood that not all the work outlined in this Section is applicable to every project task authorization.

7.01 Central Florida Expressway Authority

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

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

7.02 CFX's Project Manager

CFX's Project Manager will:

A. Conduct ongoing reviews of the Consultant's progress in performing the work and furnish technical comments in a timely manner.

B. Review the Consultant's billings.

C. Review and evaluate the Consultant's requests for extension of time and supplemental agreements and recommend appropriate action.

D. Review all correspondence with public agencies prior to the Consultant's mailing of any correspondence except for requests for information.

E. Coordinate the distribution of public information.

F. Coordinate the data (including documentation of prior rights, cost estimates and plans) necessary for CFX to prepare and execute all utility and railroad agreements.

G. Conduct an introductory meeting to deliver relevant information and explain the administration process.

H. Review the Consultant's Quality Control program and the Consultant's conformance to the Quality Control Program.

I. Provide a focal point contact for all questions, requests, and submittals.

J. Provide a system to monitor the Consultant's schedule, progress and key milestone submittal dates.

7.03 Consultant

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

1. Establish, furnish and maintain suitable office facilities to serve as the project office for the duration of the project at a location acceptable to CFX.

2. Maintain an adequate staff of qualified support personnel to perform the work necessary to complete the project.

3. Establish internal accounting methods and procedures for documenting and monitoring project costs.

4. Establish and maintain contract administration procedures, which will include supplemental agreements, time extensions and subcontracts.

7.04 Project Control

A. The Consultant shall provide data for CFX's Management Information System to monitor costs and manpower, and report progress. This project control system may include features to:

1. Determine and highlight critical path work from initial plans as work progresses.

2. Identify progress against schedule for each identified work item.

3. Forecast completion dates from current progress.

4. Highlight rescheduled work in any area which is out of required sequence.

5. Highlight rescheduling that has overloaded any physical area that requires more resources than originally allocated.

6. Forecast future conflicts in any area.

7.05 Work Progress

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

7.06 Schedule

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

B. The current schedule for each open task work order shall be included with the agenda and minutes for each bi-weekly meeting.

7.07 Project Related Correspondence

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

7.08 Quality Control

A. The Consultant has total responsibility for the accuracy and completeness of the plans and related designs prepared under this project and shall check all such material accordingly. Consultant shall have a quality control plan in effect during the entire time work is being performed under the Contract. The plan shall establish a process whereby calculations are independently checked, plans checked, corrected and back checked. All plans, calculations, and documents submitted for review shall be clearly marked as being fully checked by a qualified individual other than the originator.

7.09 Consultant Personnel

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

7.10 Site Visit

A. The Consultant shall arrange a site visit within ten (10) calendar days of receipt of written Notice to Proceed. Consultant personnel assigned to perform the work on the project shall attend. CFX representatives may 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.

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

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

1. Field survey notes and computations

2. Design criteria used for the project

3. Geometric design calculations for horizontal alignment

4. Vertical geometry calculations

5. Right-of-way calculations

6. Drainage computations

7. Structural design calculations

8. Geotechnical report

9. Hydraulics Report for each bridged stream crossing

10. Earthwork calculations not included in the quantity computation booklet

11. Calculations showing cost comparisons of various alternatives considered

12. Calculations of quantities

13. Documentation of decisions reached resulting from meetings, telephone conversations or site visits

14. Lighting and voltage drop calculations

15. Lighting service letter from the power company stating the following: service voltage, type of service (overhead or underground), location of power company service point, and any other power company requirements

7.13 Reviews and Submittals

A. Review and coordination of the Consultant's work by CFX shall continue through the project development process.

B. Formal submittals for review shall be made to CFX when the plans have been developed to the following levels of completion:

1. Preliminary Engineering (Memorandum)

2. 30% Roadway Plans

3. 30% Bridge and Structural Plans

4. 60% Roadway and specifications, Geotechnical Report

5. 60% Bridge Plans required only on Category 2 bridges

6. 100% Roadway, Bridge and specifications, Geotechnical Report

7. Pre-Bid Plans

8. Bid Set

C. Formal review submittals shall include copies as listed above. All submittals shall be made electronically.

D. Preparation and distribution of roadway and ROW plans to other than CFX will not be made until approved by CFX.

E. The format of review submittal plans shall conform to the CFX Design Guidelines, 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 electronically 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 as per the CFX Design Guidelines.

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 as per the CFX Design Guidelines.

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 Schematic Toll Plaza Plans

A. At the completion of this phase, the toll plaza layout should be complete with lane and island configurations shown. The following material shall be developed and submitted for review:

1. Plan view of toll plaza with dimensions showing lane and island widths with column configuration and express lane layout.

2. East and west elevation views of the canopy including concept for overhead structure for express lane ETC equipment.

3. Construction phasing plan.

4. Description of improvements required for the administration building to accommodate installation of toll equipment.

7.21 60% Toll Plaza Plans

A. At the completion of this phase, the toll plaza plans should be developed to 60% completion. The following material, as a minimum, shall be developed and submitted for review:

1. Key sheet with sheet index

2. Architectural, structural, mechanical, plumbing and electrical general notes, abbreviations and symbols

3. Plan view

4. Exterior elevations

5. Canopy sections and details

6. Canopy reflected ceiling plan

7. Roof plan and details

8. Canopy framing and foundation plan

9. Concrete pavement plan

10. Express lane overhead structure plan and details

11. Tunnel sections and details

12. Structural sections and details

13. Plumbing plan and diagrams

14. Lighting plan

15. Power plan and diagram

16. Lightning protection plan and details

17. Demolition and construction phasing plan

18. Plans and details for improvements to the administration building (as needed by discipline) to accommodate installation of toll equipment

19. All calculations and design data to support the design for each discipline

20. Technical specifications

7.22 90% and 100% Toll plaza plans

A. At the completion of this phase, the toll plaza plans should be developed to 90% and 100% completion respectively. The material listed with the 60% submittal shall be developed along with additional details required for construction and submitted for review.

B. The 90% and 100% submittals shall also include the technical specifications and special provisions required for construction

C. A detailed estimate of construction costs shall be included with the 100% submittal.

7.23 Pre-Bid Plans

7.24 Bid Set

7.25 Record Drawings

A. After construction is complete, the records drawings will be submitted to the EOR for use in preparing the Record Drawings. The EOR shall prepare record drawings in compliance with the *CFX Design Guidelines*.

CONSENT AGENDA ITEM
#7

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*
Director of Procurement

DATE: October 24, 2024

SUBJECT: Ratification of Executive Director Approval of
Final Ranking and Authorization for Negotiations for Design Consultant Services
for SR 534 from Narcoossee Road to Sunbridge Parkway - Segments 4 & 5
Project No. 534-244, Contract No. 002144

The final ranking and authorization for negotiations for design consultant services for Project No. 534-244 was scheduled for approval at the October 10, 2024 Board meeting which was canceled due to Hurricane Milton. The Executive Director approved the authorization subject to ratification by the Board at the next meeting.

The Executive Director's approval memo and October Board memo are attached.

Board ratification of this action is requested.

Reviewed by
Glenn Pressimone, PE
Chief of Infrastructure

MEMORANDUM

TO: Michelle Maikisch
Executive Director

FROM: Aneth Williams *Aneth Williams*
Director of Procurement

DATE: October 7, 2024

SUBJECT: Approval to proceed with Final Ranking and Authorization for Negotiations for Design Consultant Services for SR 534 from Narcoossee Road to Sunbridge Parkway - Segments 4 & 5
Project No. 534-244, Contract No. 002144

On October 5, 2024, Governor Ron DeSantis issued Executive Order 24-214 declaring a state of emergency due to Hurricane Milton. The October 10, 2024, CFX Board meeting has been cancelled and the above referenced project was scheduled for approval at that meeting.

Executive Director approval of the final ranking and authorization to enter into negotiations in ranked order is requested.

Subject to your approval, and in accordance with CFX's Procurement Policy, I will prepare a memo for the November 14, 2024 Board Meeting requesting ratification of the Executive Director's action.

Approved: ☑ Rejected: _____

Michelle Maikisch (Oct 7, 2024 16:13 EDT)
Michelle Maikisch, Executive Director

If rejected, reason(s) for rejection:

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cc: Lisa Lumbard
Glenn Pressimone, PE

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*
Director of Procurement

DATE: October 3, 2024

SUBJECT: Approval of Final Ranking and Authorization for Negotiations for Design Consultant Services for SR 534 from Narcoossee Road to Sunbridge Parkway - Segments 4 & 5
Project No. 534-244, Contract No. 002144

A Request for Expanded Technical Proposals for the above referenced project was advertised on August 25, 2024. Nine (9) responses were received by the September 23, 2024 deadline. Those firms were Ardurra Group, Inc., BCC Engineering, LLC, G-A-I Consultants, Inc., GM2 Engineering Associates, Inc., HDR, Inc., HNTB Corporation, Kimley-Horn and Associates, Inc., Moffatt & Nichol, Inc. and Parsons Transportation Group Inc.

The Technical Committee after reviewing the technical proposals met and prepared its final ranking on October 3, 2024. The result is shown below:

Ranking	Firm
1	BCC Engineering, LLC
2	Kimley-Horn and Associates, Inc.
3	Ardurra Group, Inc.
4	G-A-I Consultants, Inc.
4	HDR, Inc.
4	HNTB Corporation
7	Moffatt & Nichol, Inc.
8	Parsons Transportation Group Inc.
9	GM2 Engineering Associates, Inc.

Board approval of the final ranking and authorization to enter into negotiations in ranked order is requested. Once negotiations are completed, approval of the contract will be requested.

Reviewed by: *David V. Falk*
David Falk, PE
Manager of Engineering

Glenn Pressimone
Glenn Pressimone, PE
Chief of Infrastructure

LOI-002144 Evaluation Committee Meeting – October 3, 2024, Minutes

The Evaluation Committee for **Design Consultant Services for SR 534 from Narcoossee Rd. to Sunbridge Parkway, Segments 4 & 5, Project No. 534-244, Contract No. 002144** held a duly noticed meeting on Thursday, October 3, 2024, at 10:31 a.m. in the Osprey Conference Room at CFX Headquarters, Orlando, Florida.

Committee Members Present:
Aaron Johnson, PE, CFX Engineering Project Manager
Jamison Edwards, PE, CFX Engineering Project Manager
David Falk, PE, CFX Engineering Project Manager
Christina Colón, PE, Osceola County Executive Director Transportation & Transit (Via Teams)

Other Attendees:
Robert Johnson, CFX Senior Manager of Procurement
Karen Asencios, BCC Engineering, LLC
Cheryl Maze, TDY, LLC
Clayton Lee, BCC Engineering, LLC
Greg Hofstetter, GM2 Associates, Inc.

Discussion and Motions:
Mr. Robert Johnson began the meeting with introductions of the Committee members and guests and explained that two of the six committee members who were unable to attend the initial meeting have been excused. Furthermore, the purpose of the meeting was to finalize the scoring and ranking of the submittals and provide a recommendation. The score sheets were tallied with the following results:

Firms	Score	Ranking
BCC Engineering, LLC	05	1
Kimley-Horn and Associates, Inc.	12	2
Ardurra Group, Inc.	13	3
GAI Consultants, Inc.	20	4
HDR, Inc.	20	4
HNTB Corporation	20	4
Moffatt & Nichol, Inc.	24	7
Parsons, Inc.	28	8
GM2 Associates, Inc.	34	9

The Evaluation Committee recommends CFX Board approve the ranking and authorize negotiations in ranked order. Jamison Edwards approved the minutes on behalf of the Committee.

There being no further business to come before the Committee, the meeting was adjourned at 10:49 a.m. These minutes are the official minutes of the Evaluation Committee meeting for LOI 002144 held Thursday October 3, 2024.

Submitted by: _____
Robert Johnson, CFX Senior Manager of Procurement

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

_____
Jamison Edwards, PE, Engineering Project Manager

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

EVALUATION COMMITTEE MEMBER FINAL SUMMARY RANKING

DESIGN CONSULTANT SERVICES FOR
SR 534 - SEGMENTS 4 & 5 - SR 534 -FROM NARCOOSSEE RD. TO SUNBRIDGE PKWY
PROJECT NO. 534-244
CONTRACT NO. 002144

CONSULTANT	Aaron Johnson SCORE	Jamison Edwards SCORE	David Faulk SCORE	Christina Colón SCORE	SCORE	RANKING
Ardurra Group, Inc.	3	2	4	4	**13**	**3**
BCC Engineering, LLC	2	1	1	1	**5**	**1**
GAI Consultants, Inc.	6	6	3	5	**20**	**4**
GM2 Associates, Inc.	9	8	9	8	**34**	**9**
HDR, Inc.	6	3	6	5	**20**	**4**
HNTB Corporation	8	4	5	3	**20**	**4**
Kimley-Horn and Associates, Inc.	1	7	2	2	**12**	**2**
Moffatt & Nichol, Inc.	4	5	6	9	**24**	7
Parsons, Inc.	5	8	8	7	**28**	**8**

EVALUATION COMMITTEE MEMBERS:

Aaron Johnson — Thursday, October 3, 2024

Jamison Edwards — Thursday, October 3, 2024

David Faulk — Thursday, October 3, 2024

Christina Colón — Thursday, October 3, 2024

CONSENT AGENDA ITEM
#8

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*
Director of Procurement

DATE: September 25, 2024

SUBJECT: Approval of Mitigation Credits Purchase from Southport Ranch Mitigation Bank d/b/a Southport Ranch Mitigation Bank LLC for Project 516-237

Board approval is requested for the Executive Director to enter into an agreement with Southport Ranch Mitigation Bank d/b/a Southport Ranch Mitigation Bank LLC in an amount of $1,181,250.00 to purchase mitigation bank credits for Project 516-237.

Environmental impacts from this project require federal and state mitigation. The use of mitigation bank credits is the preferred method by the United States Army Corps of Engineers and the St. Johns River Water Management District to offset these impacts.

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

Reviewed by: *David V. Falk*
David Falk, P.E.
Manager of Engineering

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

CONSENT AGENDA ITEM
#9

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement

DATE: September 25, 2024

SUBJECT: Approval of Mitigation Credits Purchase from Missing Link Mitigation Bank d/b/a Missing Link Mitigation Preserve, LLC for Project 516-237

Board approval is requested for the Executive Director to enter into an agreement with Missing Link Mitigation Bank d/b/a Missing Link Mitigation Preserve, LLC in an amount of $3,349,500.00 to purchase mitigation bank credits for Project 516-237.

Environmental impacts from this project require federal and state mitigation. The use of mitigation bank credits is the preferred method by the United States Army Corps of Engineers and the St. Johns River Water Management to offset these impacts.

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

Reviewed by:

David Falk, P.E.
Manager of Engineering

Glenn Pressimone, P.E.
Chief of Infrastructure

CONSENT AGENDA ITEM
#10

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*
Director of Procurement

DATE: September 25, 2024

SUBJECT: Approval of Mitigation Credits Purchase from Lake X Mitigation Bank d/b/a Kenneth Kirchman Foundation, Inc. for Project 528-161

Board approval is requested for the Executive Director to enter into an agreement with Lake X Mitigation Bank d/b/a Kenneth Kirchman Foundation, Inc. in a not-to-exceed amount of $600,000.00 to purchase mitigation bank credits for Project 528-161.

Environmental impacts from this project require federal and state mitigation. The use of mitigation bank credits is the preferred method by the United States Army Corps of Engineers, the St. Johns River Water Management District, and South Florida Water Management District to offset these impacts.

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

Reviewed by: *David V. Falk*
David Falk, P.E.
Manager of Engineering

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

CONSENT AGENDA ITEM
#11

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement

DATE: September 25, 2024

SUBJECT: Approval of Mitigation Credits Purchase from Farmton Mitigation Bank d/b/a Miami Alternatives, LLC for Project 528-161

Board approval is requested for the Executive Director to enter into an agreement with Farmton Mitigation Bank d/b/a Miami Alternatives, LLC in a not-to-exceed amount of $300,000.00 to purchase mitigation bank credits for Project 528-161.

Environmental impacts from this project require federal and state mitigation. The use of mitigation bank credits is the preferred method by the United States Army Corps of Engineers, the St. Johns River Water Management District, and South Florida Water Management District to offset these impacts.

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

Reviewed by:

David Falk, P.E.
Manager of Engineering

Glenn Pressimone, P.E.
Chief of Infrastructure

CONSENT AGENDA ITEM
#12

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*
Director of Procurement

DATE: October 23, 2024

SUBJECT: Approval of Supplemental Agreement No. 1 with MSL, P.A. for External Auditing Services
Contract No. 001828

Board approval of Supplemental Agreement No. 1 with MSL, P.A. in the amount of $19,500.00 is requested. The original contract was for three years with two one-year renewals.

The work to be performed includes additional auditing services.

Original Contract	$ 246,000.00
Supplemental Agreement No. 1	$ 19,500.00
Total	$ 265,500.00

This contract is included in the OM&A Budget.

Reviewed by: _____
Michael Carlise
Director of Accounting & Finance

_____
Lisa Lumbard
CFO

SUPPLEMENTAL AGREEMENT NO. 1

between

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

and

MSL, P.A.

regarding

CONTRACT NO.: 001828

relating to the provision of

EXTERNAL AUDITING SERVICES

THIS FIRST SUPPLEMENTAL AGREEMENT ("First Supplement") is made and entered into by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), a body politic and corporate and agency of the State of Florida, with its principal place of business located at 4974 ORL Tower Road, Orlando, Florida 32807, and MSL, P.A., a Florida Profit Corporation, hereinafter called the "AUDITOR". CFX and AUDITOR may be herein referred to individually as the "Party" or collectively as the "Parties."

WHEREAS, CFX and AUDITOR entered into that certain Agreement for External Auditing and related services between CFX and the AUDITOR, dated May 12, 2022 (collectively, "Agreement"); and

WHERAS, Articles 4 of the Scope of Work Agreement provide that the CFX may elect to expand, reduce or delete the extent of each work element described in the Scope of Services as mutually agreed to by the parties.

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

1. The Scope of Service is expanded to include Department of Highway Safety and Motor Vehicle audit in the amount of $19,500.00.
2. Exhibit "B" of the Agreement is hereby amended as follows:
    a. The Total Contract Amount is increased by $19,500.00 to $265,500.00.
3. All provisions of said Agreement, or any amendments or supplements thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and the Agreement, or any existing supplements or amendments thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

IN WITNESS WHEREOF, the Parties have made and executed this Supplemental Agreement No. 1: Central Florida Expressway Authority, signing by and through its Director of Procurement, authorized to execute the same by Board action on the 14th day of November 2024, and MSL, P.A., signing through its _____, duly authorized to execute same.

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: _____ Date: _____

Print Name: __Aneth Williams_____ Title: __Director of Procurement_

MSL, P.A.

By: _____ Date: _____

Print Name:_____ Title: _____

Approved as to form and legality by legal counsel to CFX
On this _____ day of _____, 2024 for its
Exclusive use and reliance.

By:_____
Angela J. Wallace, General Counsel

CONTRACT



AND

MSL, P.A.

EXTERNAL AUDITING SERVICES

CONTRACT NO. 001828

CONTRACT DATE: MAY 12, 2022
CONTRACT AMOUNT: $246,000.00

CONTRACT, ADDENDA, SCOPE OF SERVICES, METHOD OF COMPENSATION, TECHNICAL PROPOSAL, PRICE PROPOSAL, AND POTENTIAL CONFLICT DISCLOSURE FORM

CONTRACT, ADDENDA, SCOPE OF SERVICES, METHOD OF COMPENSATION, TECHNICAL PROPOSAL, PRICE PROPOSAL, AND POTENTIAL CONFLICT DISCLOSURE FORM

EXTERNAL AUDITING SERVICES

CONTRACT NO. 001828

MAY 2022

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AGREEMENT FOR EXTERNAL AUDITING SERVICES
CONTRACT NO. 001828

This Agreement for External Auditing Services Contract No. 001828 (the "Contract"), is made this 12TH day of May 2022, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, whose address is 4974 ORL Tower Road, Orlando, Florida 32807 ("CFX") and MSL, P.A., a Florida Profit Corporation, whose address is 255 S. Orange Ave, Suite 600, Orlando, FL 32801 ("AUDITOR").

WITNESSETH:

WHEREAS, CFX was created pursuant to Part III, Chapter 348, Florida Statutes (the "CFX Act") to, among other things, acquire, construct, maintain, and operate a system of limited access roadways known as the Central Florida Expressway Authority 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 CFX, in order to comply with the law; and

WHEREAS, CFX desires to retain the services of an auditor to perform external auditing services and related tasks as may be assigned to AUDITOR by CFX in accordance with the terms of this Contract; and

WHEREAS, on or about February 21, 2022, CFX issued a Request for Proposals seeking qualified firms to perform such professional external auditing and related tasks ("RFP"); and

WHEREAS, based upon the recommendation of the Evaluation Committee at its meeting held on April 14, 2022 and the recommendation of the Audit Committee at its meeting held on April 27, 2022, the Governing Board of CFX at its meeting held on May 12, 2022 selected AUDITOR to serve as the external auditor in accordance with the terms of the RFP and this Contract;

WHEREAS, AUDITOR is competent, qualified and duly authorized to practice external auditing services in the State of Florida and desires to provide professional auditing services to CFX according to the terms and conditions stated herein.

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

1. SERVICES TO BE PROVIDED

AUDITOR shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Scope of Services, and any attachments thereto, attached hereto as **Exhibit "A"** ("Scope of Services") and any other Contract Documents, all of which are hereby adopted and made part of this Contract as completely as if incorporated herein (collectively, the "Services"). 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 external auditing services as detailed in the Contract Documents and any amendments, supplements, or modifications thereto. CFX does not guarantee that all of the Services described in the Scope of Services will be assigned during the Term (hereinafter defined) of the Contract. Further, AUDITOR is providing these Services on a non-exclusive basis. CFX, at its option, may elect to have any of the Services set forth herein performed by other contractors or CFX staff.

The "Contract Documents", in order of precedence, shall refer to and consist of, individually and collectively, as the:

1.1 The Contract,
1.2 The Scope of Services,
1.3 The Method of Compensation,
1.4 The Technical Proposal, and
1.5 The Fee Schedule

2. TERM AND NOTICE

2.1 The term of this Contract shall begin upon the date of signature of the last party hereto to sign this Contract ("Commencement Date"). The initial term of the Contract will be three (3) years from the Commencement Date ("Initial Term"). CFX may elect, in its sole and absolute discretion, to renew the Initial Term for up to two (2) additional one (1) year terms (collectively or individually referred to herein as a "Renewal Term"). The options to renew are at the sole discretion and election of CFX. Renewals may be based, in part, on a determination by CFX that the value and level of service provided by AUDITOR are satisfactory and adequate for CFX's needs. If a Renewal Term is exercised, CFX will provide AUDITOR with written notice of its intent at least ninety (90) days prior to the expiration of the Initial Term or any Renewal Term exercised by CFX. The Initial Contract Term and any Renewal Term exercised by CFX shall be collectively referred to herein as the "Term".

2.2 CFX shall have the right to terminate or suspend the Contract, in whole or in part, at any time upon thirty (30) days prior written notice for convenience or ten (10) days prior written notice and an opportunity to cure for cause for AUDITOR's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by CFX (with or without cause) constitute a default by CFX. In the event of a termination for convenience

or without cause, CFX shall notify AUDITOR (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth hereinabove. AUDITOR will be paid for all Services properly performed prior to the date of termination and any reasonable, documented, direct, normal, and ordinary termination expenses. AUDITOR will not be paid for special, indirect, consequential, or other undocumented expenses arising from, or out of, the termination of this Contract by CFX in accordance with the terms hereof. Payment for Services properly performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for Services not performed, regardless of whether the termination is for convenience or for cause.

2.3 If AUDITOR: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the Services under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the Services with sufficient, satisfactory, and suitable personnel or with sufficient, satisfactory, and suitable materials to assure the prompt performance of the Services required by the Contract; (iv) fails to comply with 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 AUDITOR of such delay, neglect or default ("Default Notice"). If AUDITOR 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 AUDITOR and to declare the Contract in default. If the Contract is declared in default, CFX may 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 AUDITOR and assume and assign to another contractor the Services set forth in this Contract.

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

2,5 CFX shall have no liability to AUDITOR for expenses or profits related to unfinished work on a Contract terminated for default.

2.6 CFX reserves the right to immediately cancel or terminate this Contract in the event the AUDITOR or any employee, servant, or agent of the AUDITOR is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by AUDITOR for or on behalf of CFX, without penalty. Such termination shall be deemed a termination for default. CFX further reserves the right to terminate or cancel this Contract in the event AUDITOR files a petition in bankruptcy or shall be, voluntarily or involuntarily, adjudged bankrupt, or in the event that a receiver or trustee shall be appointed for AUDITOR 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 Term is $246,000.00.

3.2 CFX agrees to pay AUDITOR for Services performed in accordance with the Scope of Services and with the method of compensation attached hereto as **Exhibit "B"** and incorporated herein by reference ("Method of Compensation"), the technical proposal attached hereto as **Exhibit "C"**, and the fee schedule attached hereto as **Exhibit "D"**, all of which shall be incorporated herein by reference..

4. AUDIT AND EXAMINATION OF RECORDS

(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, made or received by CFX or the AUDITOR in the normal course of business related to, or arising from, this Contract and the performance of the Services, as determined necessary or desirable by CFX for any purpose.

(ii) "Proposal Records" shall include, but not be limited to, all information, materials, 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 related to or used by AUDITOR in determining or applying equipment rates, home and field overhead rates, related time schedules, labor rates, unit price, efficiency or productivity factors, arithmetic extensions, quotations from subcontractors, or material suppliers, profit contingencies and any other component or manuals standard in the industry that may be used by AUDITOR in determining a price.

(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 AUDITOR or any

subcontractor. By submitting a response to the RFP, AUDITOR or any subcontractor submits to and agree to comply with the provisions of this section.

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

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

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

5. PUBLIC RECORDS

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

Notwithstanding Section 12 below, AUDITOR acknowledges that CFX is a body politic and corporate, an agency of the State of Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes. To the extent that the AUDITOR is in the possession of documents that fall within the definition of public records subject to the Public Records Act, which public records have not yet been delivered to CFX, AUDITOR agrees to comply with Section 119.0701, Florida Statutes, and to:

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

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

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

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

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

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

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

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

6.4 AUDITOR 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.

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

6.6 As required by Section 348.753, Florida Statutes, and CFX's Code of Ethics, AUDITOR agrees to complete CFX's Potential Conflict Disclosure Form prior to the execution of the Contract, upon the occurrence of an event that requires disclosure, and annually, not later than July 1st. The Potential Conflict Disclosure Form is attached hereto as **Exhibit "E"** and incorporated herein by reference.

7. DISADVANTAGED/MINORITY/WOMEN BUSINESS ENTERPRISES

CFX has adopted CFX Policy BD-1 ("D/MBE Policy") setting forth a program to provide opportunities for small business, including Disadvantaged/Minority Business Enterprises ("D/MBEs") and Women's Business Enterprises ("WBEs"). AUDITOR acknowledges AUDITOR has read and reviewed the D/MBE Policy and agrees to comply with the terms and conditions of the D/MBE Policy. Under CFX's program, AUDITOR is encouraged to grant small businesses the maximum opportunity to participate in the provision of the Services in accordance with the D/MBE Policy. AUDITOR shall provide information regarding its employment of such businesses, the percentage of payments made to such businesses and others, and compliance with the program requirements of the D/MBE Policy. AUDITOR shall provide an annual report to CFX on or before each anniversary of the Commencement Date hereof and throughout the Term, regarding use of small business D/MBEs and WBEs and the percentage of payments made to enterprises falling within such categories. Such report shall consolidate the information contained in AUDITOR's invoices and shall be in a form reasonably acceptable to CFX.

8. AUDITOR INSURANCE

8.1 During the Term of the Contract and for such additional time as may be further required by CFX, AUDITOR shall carry, pay for, and maintain in full force and effect the required insurance coverages set forth below at not less than the prescribed minimum limits of liability covering the AUDITOR'S activities and those of any and all subcontractors (including officers, directors, employees or agents of each and their successors).

8.2 Upon execution of the Contract, the AUDITOR shall furnish to CFX, certificates of insurance bearing an original manual or electronic 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. Any and all certificates 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 All insurance must be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a rating of "A-" (excellent) and a financial rating of Class XII, as defined by A.M. Best and Company's Key Rating Guide and must be approved by CFX. AUDITOR shall provide CFX with correct certificates of insurance (ACORD forms) upon execution of this Contract for the following insurance coverages:

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

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

8.3.3 **Workers' Compensation Insurance.** Coverage, for workers' compensation insurance, including all coverage required under the laws of the state of Florida, as amended from time to time hereafter;

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

8.3.5 **Professional Liability Coverage.** Coverage shall have limits of not less than One Million Dollars ($1,000,000) Combined Single Limit (CSL) or its equivalent, protecting the selected firm or individual against claims of CFX for negligence, errors, mistakes or omissions in the performance of Services to be performed and furnished by the AUDITOR.

8.3.6 **Information Security/Cyber Liability Insurance**. If a data breach is possible, the AUDITOR shall maintain information security/cyber liability insurance to include Internet Media Liability including cloud computing and mobile devices, for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least the minimum limits listed below.

8.3.6.1 Each Occurrence – $1,000,000

8.3.6.2 Network Security / Privacy Liability –$1,000,000

8.3.6.3 Breach Response/ Notification Sublimit – A minimum limit of 50% of the policy aggregate

8.3.6.4 Technology Products E&O – $1,000,000 (Only applicable for Vendors supplying technology related services and or products

8.3.6.5 Coverage shall be maintained in effect during the Term of the Contract and for no less than two (2) years after termination/ completion of the Contract.

Information Security/Cyber Liability Insurance written on a "claims-made" basis covering Supplier, its employees, subcontractors and agents for expenses, claims and losses resulting from wrongful acts committed in the performance of, or failure to perform, all Services under this Contract, including, without limitation, claims, demand and any other payments related to electronic or physical security, breaches of confidentiality and invasion of or breaches of privacy.

8.3.7 **Commercial Crime Insurance**. If the performance of the Services includes involvement with monies and monetary instruments, the AUDITOR shall maintain commercial crime insurance having a minimum coverage of Ten Million Dollars ($10,000,000.00) per occurrence and a minimum of Ten Million Dollars ($10,000,000.00) annual aggregate.

8.3.8 **Fiduciary Liability Insurance**. If the scope of the contract includes fiduciary duties, AUDITOR shall maintain commercial crime insurance having a minimum coverage of Ten Million Dollars ($10,000,000.00) per claim and a minimum of Ten Million Dollars ($10,000,000.00) annual aggregate.

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. AUDITOR shall be responsible for any deductible it may carry. AUDITOR shall be responsible for any deductible it may carry. At least

fifteen (15) days prior to the expiration of any such policy of insurance required to be carried by AUDITOR hereunder, AUDITOR shall deliver insurance certificates to CFX evidencing a renewal or new policy to take the place of the one expiring. Procurement of insurance shall not be construed to limit AUDITOR'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 AUDITOR'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 AUDITOR'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 AUDITOR fails to obtain the proper insurance policies or coverages, or fails to provide CFX with certificates of same, CFX may obtain such polices and coverages at AUDITOR's expense and deduct such costs from AUDITOR payments. Alternately, CFX may declare AUDITOR in default for cause.

9. AUDITOR RESPONSIBILITY

9.1 AUDITOR shall comply with, and shall cause its employees, agents, officers and subcontractors and all other persons for whom AUDITOR may be legally or contractually responsible to comply with, applicable policies of CFX, 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.

9.2 AUDITOR shall immediately notify CFX of any material adverse change in AUDITOR'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 AUDITOR, or of the existence of any material impairment of rights or ability of AUDITOR to carry on as its business and operations are currently conducted.

9.3 With respect to any employees of AUDITOR directly providing work to CFX, AUDITOR 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 AUDITOR's employ and taking employment with any successor of AUDITOR for performance of external auditing services.

10. INDEMNITY

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

10.1.1 violation of same by AUDITOR, its subcontractors, officers, agents or employees,

10.1.2 CFX's use or possession of AUDITOR Property or AUDITOR Intellectual Property (as defined herein below),

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

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

10.1.5 AUDITOR's failure to include terms in its subcontracts as required by this Contract,

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

10.1.7 AUDITOR's breach of any of the warranties or representations contained in this Contract,

Except that AUDITOR 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 AUDITOR for performance of each task authorized under the Contract is the specific consideration from CFX to AUDITOR for AUDITOR's indemnity and the parties further agree that the one percent (1%) is included in the amount negotiated for each authorized task.

11. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS

11.1 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"). AUDITOR, 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.

11.2 AUDITOR, 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. AUDITOR, 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.

11.3 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 AUDITOR (collectively, the "AUDITOR Property"), and the intellectual property rights associated therewith (collectively, the "AUDITOR Intellectual Property"), AUDITOR (its employees, officers, agents, and subcontractors, which for purposes of this section shall collectively be referred to as "AUDITOR") warrants and represents the following:

11.3.1 AUDITOR was and is the sole owner of all right, title and interest in and to all AUDITOR Property and AUDITOR Intellectual Property; or

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

11.3.3 AUDITOR 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 AUDITOR Property or any license granted to CFX for use of the AUDITOR Intellectual Property rights; and

11.3.4 Subject to Chapter 119, Florida Statutes (Florida Public Records Act), AUDITOR 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. AUDITOR 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, AUDITOR shall utilize the same standards of protection and confidentiality that AUDITOR 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.

11.3.5 AUDITOR further warrants and represents that there are no pending, threatened, or anticipated Claims against AUDITOR, its employees, officers, agents, or subcontractors with respect to the AUDITOR Property or AUDITOR Intellectual Property.

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

(a) 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, AUDITOR, or a third party; or

(b) CFX's continued use (notwithstanding any temporary suspension of use) of any AUDITOR Property or AUDITOR Intellectual Property; and

(c) Notwithstanding sections 11.4(a) and (b), the confidentiality and security provisions contained herein shall survive the Term of this Contract for ten (10) years beyond 11.4(a) or (b).

12. PRESS RELEASES

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

13. PERMITS, LICENSES, ETC.

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

14. NONDISCRIMINATION

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

15. NOTIFICATION of CONVICTION of CRIMES

AUDITOR shall notify CFX if any of AUDITOR'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 OPPORTUNITY EMPLOYMENT.

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

17. ASSIGNMENT AND REMOVAL OF KEY PERSONNEL

A significant factor in the decision of CFX to award this Contract to the AUDITOR is the level of expertise, knowledge and experience possessed by key employees of AUDITOR, particularly Joel Knopp, Dan O'Keefe, Bill Blend, and Alan Ricafort (the "Key Personnel") and AUDITOR's covenant to have employees possessing such expertise, knowledge and experience available at all times to assist in the provision of the Services in accordance with the Scope of Services. Throughout the Term of this Contract, AUDITOR shall employ individuals having significant training, expertise, and experience in the areas or disciplines more particularly set forth in the Scope of Services, together with such other areas of expertise or experience, as may be designated from time to time during the Term of this Contract by CFX. When CFX designates an additional area for which expertise or experience shall be required, AUDITOR shall use all reasonable and diligent efforts to promptly hire and retain one or more individuals possessing such experience or expertise.

AUDITOR shall 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 Contract Documents and RFP. The identity of the individuals, initially assigned to each of

such positions by AUDITOR, 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 Commencement Date of this Contract, AUDITOR removes, suspends, dismisses, fires, transfers, reassigns, lays off, discharges, or otherwise terminates any Key Personnel, AUDITOR will use commercially reasonable efforts to replace Key Personnel with employees of like expertise.

Promptly upon request of CFX, AUDITOR 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 AUDITOR to perform the Services based upon the level of expertise knowledge, experience, and qualifications possessed by AUDITOR and its employees, and AUDITOR's covenant to have employees possessing such expertise, knowledge and experience available at all times to assist in the provision of the Services in accordance with the Scope of Services. Therefore, AUDITOR shall not sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of AUDITOR's right, title, or interest therein without the written consent of CFX, which may be withheld in CFX'S sole and absolute discretion. Any attempt by AUDITOR to dispose of this Contract as described above, in part or in whole, without CFX'S written consent shall be null and void and shall, at CFX's option, constitute a default under the Contract.

If, during the term of the Contract, AUDITOR desires to subcontract any portion(s) of the work to a subcontractor that was not disclosed by AUDITOR to CFX at the time that the Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subcontractor, equal or exceed twenty five thousand dollars ($25,000.00), AUDITOR 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 AUDITOR until it has been approved by CFX Board. In the event of a designated emergency, AUDITOR may enter into such a subcontract with the prior written approval of the Executive Director or his/her designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by CFX Board at its next regularly scheduled meeting.

19. DISPUTES

All Services shall be performed by AUDITOR to the reasonable satisfaction of CFX's Executive Director (or her designee), 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. PREVAILING PARTY ATTORNEY'S FEES

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

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

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

Notwithstanding anything contained herein to the contrary, nothing contained herein shall act as a waiver of CFX's sovereign immunity or the limits and restrictions set forth in Section 768.28, Florida Statutes.

21. OTHER SEVERABILITY

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

22. ENTIRE AGREEMENT

It is understood and agreed that the entire Agreement of the parties is contained herein (including all attachments, exhibits and appendices) and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

23. PUBLIC ENTITY CRIMES AND ANTI-DISCRIMINATION STATEEMENT

AUDITOR hereby acknowledges that it has been notified that under Florida Law a person or affiliate, as defined in Section 287.133, Florida Statutes, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on

leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list.

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

24. 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. The parties consent to the exclusive jurisdiction of the courts located in Orange County, Florida. This obligation shall survive the termination or expiration of this Contract and shall continue in full force and effect.

25. RELATIONSHIPS

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

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

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

26. INTERPRETATION

For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Except for reference to women's business enterprises and matters relating thereto, reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or regulatory provisions consolidating,

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

27. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

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

28. 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:

28.1 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

28.2 Payment to AUDITOR for satisfactory Services performed or for termination expenses, if applicable; and

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

28.4 Obligations upon expiration or termination of the Contract; and

28.5 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.

29. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

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

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

30. INSPECTOR GENERAL

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

31. E-VERIFY

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

32. 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 AUDITOR to that effect.

33. 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: Chief Financial Officer

With a copy to: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, Florida 32807
ATTN: General Counsel

AUDITOR: MSL, P.A.
255 S. Orange Ave, Suite 600
Orlando, FL 32801
ATTN: Joel Knopp

34. COUNTERPARTS

This Contract may be executed in one or more counterparts, including electronic, digital or facsimile copies, each of which shall constitute an original, but all taken together shall constitute one and the same agreement.

35. EXHIBITS

This Contract references the exhibits listed below.

Exhibit "A" Scope of Services
Exhibit "B" Method of Compensation
Exhibit "C" The Technical Proposal
Exhibit "D" The Fee Schedule
Exhibit "E" Potential Conflict Disclosure Form

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties as of the day and year first above written. This Contract was awarded by the Governing Board of CFX at its meeting on May 12, 2022.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Robert Johnson Digitally signed by Robert Johnson Date: 2022.06.27 07:44:11 -04'00'

Director of Procurement

Print Name: Aneth Williams

Date: 27 June 2022

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

By: Laura Newlin Kelly Digitally signed by Laura Newlin Kelly Date: 2022.06.24 16:14:49 -04'00'

Diego "Woody" Rodriguez
General Counsel for CFX

MSL, P.A.

By: Joel Knopp Digitally signed by Joel Knopp Date: 2022.05.12 12:57:43 -04'00'

Joel Knopp, Shareholder

Title

MSL, P.A. CORPORATE SEAL 1991 Florida

ATTEST: Dan O'Keefe Digitally signed by Dan O'Keefe Date: 2022.05.12 13:35:17 -04'00' Shareholder, Secretary (Seal)

DATE: 5/12/2022

EXHIBIT A
EXTERNAL AUDITING SERVICES
SCOPE OF SERVICES

1.0 Description

The Auditor shall provide External Auditing Services to CFX as required by this Scope of Services including Attachments A, B and C hereto. The Auditor shall implement an audit plan approved by CFX and complete its audit field work to ensure the issuance of the Annual Financial Report by October 15th of each respective year. Subject to such notification, the Management Letter shall also be completed by September 30th of each respective year and shall include management's responses to the comments. The Management Letter shall be included in and bound with the Annual Financial Report.

2.0 Annual Independent Audit Requirements

- The audit shall be a financial audit as defined in Section 11.45(1)(c) of Florida Statutes comprising the Annual Financial Report including the general purpose financial statements and certain supplementary financial data. CFX also produces an Annual Comprehensive Financial Report (ACFR), which is subject to review and includes the audited financial statements.
- Annual financial and compliance audit of all Federal and State grant-in-aid programs in accordance with 2 CFR Part 200, Subpart F and the Single Audit Act of 1984, as amended, if applicable under requirements of 2 CFR Part 200, Subpart F and the Uniform Guidance.
- Annual compliance attestation of State grants and aids appropriations to the extent required by Chapter 10.550, Rules of the Auditor General.
- Annual Management Letter as defined by Auditor General Rule 10.554(1)(i). The Management Letter must also include a statement in accordance with Sections 218.39(7), Florida Statutes.

3.0 Performance Specifications and Reports

A. In performing the Annual Independent Audit and services pursuant to the Contract, the Auditor shall, where applicable, adhere to:

1. "Generally Accepted Government Auditing Standards" applicable to governmental units, as promulgated by the GAO.

2. Governmental Accounting Standards promulgated by the GASB. GAO standards, regulations and guidelines applicable in the State of Florida, and will conduct the audit in accordance with these requirements existing, or as may be pronounced during the period or term of this audit engagement.

3. Federal and State statutes, reporting requirements under both the Single Audit Act of 1984 and 2 CFR Part 200, Subpart F.

B. The audit report shall contain:

1. Opinion of the Auditor on the general purpose financial statements.

2. Report on internal control.

3. Reports on compliance with laws and regulations.

4. Report on compliance with bond covenants.

5. An "in relation to" opinion on supplementary schedules.

6. Any other report required by Generally Accepted Government Auditing Standards (GAGAS).

C. Review of the system of internal accounting control and internal administrative control to the extent required by generally accepted auditing standards and requirements of the Single Audit Act.

D. Fulfill requirements of Section 10.556 and 10.557 of the Rules of the Auditor General, including:

1. Preparation of Annual Financial Audit Report.

2. Preparation of Single Audit Report and other necessary Federal and State Reports, as needed.

E. A final and complete report of the audit shall be submitted to the members of CFX's Audit Committee no later than October 15th of each succeeding fiscal year, subject to the event of notification as may be specified elsewhere. The report shall also be presented to CFX's Governing Board.

F. Submission of the previously mentioned Management Letter, which shall include applicable comments regarding internal control and compliance matters as well as disclosures required by the Auditor General. The final Management Letter to CFX shall include responses to such comments.

G. The Auditor shall format, process, and reproduce 15 hard copies of the Annual Financial Report, 5 hard copies of the Single Audit Report, as well as provide an electronic copy, suitable for publication.

H. The Auditor shall upon reasonable written notice and without charge, make available its work papers to any Federal or State agency in accordance with Federal and State Law Regulations and Attachment B hereto. The Auditor shall cooperate with any successor auditor appointed by CFX in accordance with applicable laws, regulations and professional standards.

I. Auditor shall attend all Audit Committee meetings as requested for no additional fee.

4.0 Other Services

A. Additional auditing services that may be required include the preparation of special reports for financing purposes, as determined by the Chief Financial Officer, or litigation support as determined by CFX's General Counsel.

B. Any other additional audit work is limited to an annual fee cap of no more than 25% of the annual audit contract. Such work may arise from changes in GAAP, GAGAS, Federal requirements, or client-imposed scope changes and must be approved by the Chief Financial Officer.

C. For items A and B above, CFX will request engagement letters as the need arises.

D. If any major department activity, or fund presently operated by CFX is transferred to another agency or authority, or a new major activity, department or fund is added to the responsibility of CFX (and subject to audit under the terms of the Contract), the annual fee provided for shall be increased or decreased after re-negotiation for such change, the same being agreed to in writing, by CFX and the Auditor.

E. The Auditor acknowledges CFX has and will continue to issue revenue bonds. As a result of issuance of such bonds, CFX is subject to Section 10B (referred to as the "fraud provisions") of Securities Act of 1933. Should additional legislation be passed subjecting CFX to any other Federal or State securities laws, the Contract may be renegotiated to address the additional amount of work required by the Securities Reporting Provisions. The Auditor agrees that should such legislation be passed; the Auditor will meet all conditions imposed by the GAO relative to firms practicing in the SEC Practice Section.

5.0 Internal Assistance

A. CFX staff and responsible management personnel will be available during the audit to assist the Auditor by providing information, documentation and explanations. The Finance Department staff will do the preparation of trial balances. Any information provided will be in the format maintained by CFX. Any additional or reformatted schedules will be the responsibility of the Auditor.

B. CFX will provide the Auditor with reasonable workspace, desks and chairs. The Auditor will also be provided with access to telephones and photocopying facilities.

6.0 Personnel

No changes shall be made in the personnel proposed in the Auditor's Proposal for the Project Manager and the "key" personnel specifically designated and presently employed by the firm or subconsultants without the written approval of CFX. The request for approval shall include the reason for the change and a resume of the proposed replacement.

Attachment A

LIMITATIONS OF THE AUDITING PROCESS

The objective of an audit is the expression of our opinion concerning whether the basic financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America. CFX's audits will include procedures designed to obtain reasonable assurance of detecting misstatements due to errors or fraud that are material to the financial statements. Absolute assurance is not attainable because of the nature of audit evidence and the characteristics of fraud. For example, audits performed in accordance with Generally Accepted Government Auditing Standards ("GAGAS") are based on the concept of selective testing of the data being examined and are, therefore, subject to the limitation that material misstatements due to errors or fraud, if they exist, may not be detected. Also, an audit is not designed to detect matters that are immaterial to the financial statements. In addition, an audit conducted in accordance with GAGAS does not include procedures specifically designed to detect illegal acts having an indirect effect (e.g., violations of fraud and abuse statutes that result in fines or penalties being imposed on CFX) on the financial statements.

As applicable, in accordance with requirements of the Single Audit Act Amendments of 1996, 2 CFR Part 200, Subpart F and the Florida Single Audit Act, CFX's audits will include tests of transactions related to major federal and state award programs for compliance with applicable laws and regulations and the provisions of contracts and grant agreements. Because an audit is designed to provide reasonable, but not absolute assurance and because the Auditor will not perform a detailed examination of all transactions, there is a risk that material errors, fraud, other illegal acts, or noncompliance may exist and not be detected by the Auditor. In addition, an audit is not designed to detect immaterial errors, fraud, or other illegal acts or illegal acts that do not have a direct effect on the basic financial statements or to major programs. It should be recognized that the audits generally provide no assurance that illegal acts will be detected, and only reasonable assurance that illegal acts having a direct and material effect on the determination of financial statement amounts will be detected. However, the Auditor will inform appropriate CFX representatives with respect to material errors and fraud, or illegal acts that come to the Auditor's attention during the course of the audits. The Auditor will include such matters in the reports as required for a Single Audit.

If, for any reason, the Auditor is unable to complete the audits, or is unable to form or has not formed an opinion on the basic financial statements, the Auditor may decline to express an opinion or decline to issue a report as a result of the engagement.

RESPONSIBILITIES AS TO INTERNAL CONTROLS

As a part of the audits, the Auditor will consider CFX's internal control structure, as required by auditing standards generally accepted in the United States of America and *Government Auditing Standards,* sufficient to plan the audit and to determine the nature, timing, and extent of auditing procedures necessary for expressing our opinion concerning the basic financial statements. CFX recognizes that the basic financial statements and the establishment and maintenance of an effective internal control over financial reporting are the responsibility of management. CFX also recognizes that management is responsible for identifying and ensuring that CFX complies with the laws and regulations applicable to its activities. Appropriate supervisory review procedures are necessary to provide reasonable assurance that adopted policies and prescribed procedures are adhered to and to identify errors, fraud, or illegal acts. An audit is not designed to provide assurance on internal control. As part of the Auditor's consideration of CFX's internal control structure, however, the AUDITOR will inform appropriate CFX representatives of reportable conditions and other matters that come to the Auditor's attention that represent significant deficiencies in the design or operation of the internal control structure, if any, as required by 2 CFR Part 200, Subpart F.

As required by 2 CFR Part 200, Subpart F, the Auditor will perform tests of controls to evaluate the effectiveness of the design and operation of controls that the Auditor considers relevant to preventing or detecting material noncompliance with compliance requirements, applicable to each major federal award program. However, tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in the Auditor's report on internal control issued pursuant to 2 CFR Part 200, Subpart F.

CFX is also responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing the Auditor about all known or suspected fraud affecting CFX involving (a) management, (b) employees who have significant roles in internal control, and (c) others where the fraud could have a material effect on the financial statements. CFX management is also responsible for informing the Auditor of knowledge of any allegations of fraud or suspected fraud affecting CFX received in communications from employees, former employees, regulators, or others.

RESPONSIBILITIES AS TO COMPLIANCE

CFX's audits will be conducted in accordance with the standards referred to in the Contract. As part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, the Auditor will perform tests of CFX's compliance with applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and the Auditor will not express such an opinion in the Auditor's report on compliance issued pursuant to *Government Auditing Standards.*

2 CFR Part 200, Subpart F requires that the Auditor also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws

and regulations and the provisions of contracts and grant agreements applicable to major programs. The Auditor's procedures will consist of the applicable procedures described in the 2 CFR Part 200, Subpart F Compliance Supplement for the types of compliance requirements that could have a direct and material effect of each of CFX's major programs. The purpose of those procedures will be to express an opinion on CFX's compliance with requirements applicable to major programs in the Auditor's report on compliance issued pursuant to 2 CFR Part 200, Subpart F.

REPRESENTATION FROM MANAGEMENT

Management is responsible for the fair presentation of the basic financial statements in conformity with accounting principles generally accepted in the United States of America, for making all financial records and related information available to the Auditor, and for identifying and ensuring that CFX complies with the laws and regulations applicable to its activities. Management is also responsible for adjusting the financial statements to correct material misstatements. Additionally, as required by 2 CFR Part 200, Subpart F, it is management's responsibility to follow up and take corrective action on prior audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings and the corrective action plan should be made available to the Auditor during the engagement. Management, at the conclusion of the engagement, will provide to the Auditor a representation letter that, among other things, addresses these matters and confirms certain representations made during the audit, including, to the best of their knowledge and belief, the absence of fraud involving management or those employees who have significant roles in CFX's internal control, or others where it could have a material effect on the basic financial statements. The representation letter will also affirm to the Auditor that management believes that the effects of any uncorrected misstatements aggregated pertaining to the current year financial statements are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

The Auditor will rely on CFX's management providing these representations, both in the planning and performance of the audit, and in considering the fees that the Auditor will charge to perform the audit.

ACCESS TO WORKING PAPERS

The working papers for the engagement are the property of Auditor and constitute confidential information. Except as discussed below, any requests for access to the Auditor's working papers will be discussed with CFX Management prior to making them available to requesting parties.

The Auditor, as well as all other major accounting firms, participates in a "peer review" program, covering audit and accounting practices. This program requires that once every three years the Auditor is to subject its quality assurance practices to an examination by another accounting firm. As part of the process, the other firm will review a sample of the Auditor's work. It is possible that the work the Auditor performs for CFX may be selected by the other firm for their review. If it is, they are bound by professional

standards to keep all information confidential. If CFX objects to having the work done by the Auditor subjected to peer review, CFX is to notify the Auditor in writing.

USE OF THIRD PARTY SERVICE PROVIDERS

Auditor may from time to time, and depending on the circumstances, use third-party service providers in serving CFX. Auditor may share confidential information about CFX with these service providers, but will remain committed to maintaining the confidentiality and security of information. Accordingly, the Auditor maintains internal policies, procedures and safeguards to protect the confidentiality of CFX's information. In addition, the Auditor will secure confidentiality agreements with all service providers to maintain the confidentiality of CFX's information and will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of confidential information to others. In the event that the Auditor is unable to secure an appropriate confidentiality agreement, CFX will be asked to provide its consent prior to the sharing of your confidential information with the third-part service provider. Furthermore, the Auditor will remain responsible for the work provided by any such third-party service providers.

Attachment B

AUDITOR ASSOCIATION WITH FINANCIAL STATEMENTS

CFX agrees not to publish the audited financial statements, and the Auditor's report thereon, in a misleading manner, and further agrees that the Auditor's report shall accompany any publication of said financial statements by CFX. Provided the Auditor is not considered associated with an official statement, the financial statements issued under the Contract may be used for any lawful purpose of CFX without the Auditor's consent. However, should the Auditor become associated with an official statement, the Auditor is required by auditing standards generally accepted in the United States of America to perform certain procedures related to the offering document. These procedures, if applicable, will be subject to written arrangements and fees under this contract. If not associated with the official statement, the Auditor will not have performed, since the date of the Auditor's report, any procedures on the financial statements addressed in that report. Further, the Auditor will not have performed any procedures relating to the official statement for which the Auditor is not associated.

The Auditor will be considered associated with an official statement if (a) the Auditor assists in preparing financial information included in the official statement, (b) CFX requests the Auditor to review a draft of the official statement, (c) the Auditor provides an original manual signature on the Auditor's report included in the official statement, (d) the Auditor is asked to provide a revised Auditor's report for inclusion in a specific official statement, (e) the Auditor issues a comfort letter or a letter described in SAS No. 72, *Letters for Underwriters and Certain Other Requesting Parties*, as amended, or an attestation engagement report in lieu of a comfort or similar letter on information included in the official statement, (e) the Auditor provides written agreement for use of the Auditor's report in the official statement (consent letter)or (f) the Auditor issues an attestation report related to the debt offering.

Attachment C
PREPARATION OF FINANCIAL STATEMENTS

As part of this Contract, Auditor shall prepare the financial statements and note disclosures that CFX prepares. CFX Management is responsible for the financial statements and note disclosures. In management's representation to Auditor, management will be asked to acknowledge Auditor's role in this regard, and management's review, approval, and responsibility for the financial statements and note disclosures. Further, management is responsible for designating a qualified management-level individual to be responsible and accountable for overseeing these services.

End of Scope of Services

CONSENT AGENDA ITEM
#13

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Risk & Business Consulting. Internal Audit.

MEMORANDUM

TO: Central Florida Expressway Authority Board Members

FROM: Jeffrey Tecau, Managing Director, Protiviti

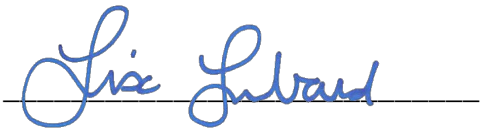


DATE: November 5, 2024

SUBJECT: Internal Audit Reports

Attached, please find the following Internal Audit report as reviewed and accepted by the Central Florida Expressway Authority Audit Committee on October 31, 2024.

1. Fiscal Year 2025 Committee of Sponsoring Organizations of the Treadway Commission (COSO) Governance Review

Reviewed by: 

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COSO GOVERNANCE REVIEW

October 2024

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Internal Audit, Risk, Business & Technology Consulting

EXECUTIVE SUMMARY

Overview

Overview

In accordance with the FY2025 Internal Audit Plan, Internal Audit reviewed the Central Florida Expressway Authority's (CFX) governance procedures and internal controls against the Committee of Sponsoring Organizations of the Treadway Commission (COSO) Internal Control Framework, published in 2013. In addition, Internal Audit leveraged COSO's Enterprise Risk Management guidelines as part of this review.

The COSO Internal Control Framework remains one of the most widely used internal control frameworks in the world and contains leading practice guidance for establishing effective governance procedures and internal controls. The COSO Internal Control Framework outlines 17 principles and provides 77 supporting points of focus within each of the five foundational components of internal control: control environment, risk assessment, control activities, information and communication, and monitoring activities.

Internal Audit last performed a review of the governance procedures and internal controls at CFX in FY2020 leveraging the COSO Internal Control Framework as a leading practice guideline. The review in FY2020 resulted in five enhancement opportunities. There have been no significant updates to the COSO Internal Control Framework since Internal Audit's last review.

Objectives

The objectives of this audit were to leverage the COSO Internal Control Framework as a benchmark to evaluate the current state governance structure at CFX and provide recommendations to enhance CFX's overall governance structure.

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EXECUTIVE SUMMARY

Project Scope and Approach

This review was performed using a three-phased approach as outlined below:

Phase I – Documentation of Current State Processes

Internal Audit worked with management through interviews and review of existing policies and procedures to outline the current state of CFX's governance processes and internal controls relevant to the 17 Principles and 77 Points of Focus of the COSO Internal Control Framework. Details regarding the COSO Internal Control Framework are included in Appendix A.

Phase II – Review of Key Controls for Design Effectiveness

Internal Audit identified key internal controls and procedures in place at CFX relevant to the COSO Internal Control Framework and performed an evaluation of design effectiveness. A summary of the procedures performed, results, and observations are provided on the following pages.

Phase III – Benchmark Against Frameworks and Develop Recommendations

Using the knowledge gathered in the previous phases and the principles contained in the COSO Internal Control Framework as leading practice guidance, Internal Audit identified opportunities and developed recommendations for CFX to consider to enhance its overall governance infrastructure and risk management procedures.

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APPENDIX A

COSO 2013 Internal Control Framework

APPENDIX A

COSO 2013 Internal Control Framework

COSO Components	Principles	Points of Focus
CONTROL ENVIRONMENT	• Demonstrates commitment to integrity and ethical values	4
	• Exercises oversight responsibility	4
	• Establishes structure, authority and responsibility	3
	• Demonstrates commitment to competence	4
	• Enforces accountability	5
RISK ASSESSMENT	• Specifies relevant objectives	5
	• Identifies and analyzes risk	5
	• Assesses fraud risk	4
	• Identifies and analyzes significant change	3
CONTROL ACTIVITIES	• Selects and develops control activities	6
	• Selects and develops general controls over technology	4
	• Deploys through policies and procedures	6
INFORMATION & COMMUNICATION	• Uses relevant information	5
	• Communicates internally	4
	• Communicates externally	5
MONITORING ACTIVITIES	• Conducts ongoing and/or separate evaluations	7
	• Evaluates and communicates deficiencies	3

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APPENDIX A

COSO 2013 Internal Control Framework

Control Environment			
Principles		**Points of Focus**	
1	Demonstrates a Commitment to Integrity and Ethical Values	1	Sets the tone at the top
		2	Establishes standards of conduct
		3	Evaluates adherence to standards of conduct
		4	Addresses deviations in a timely manner
2	Board Exercises Oversight Responsibility Over Internal Control	5	Establishes oversight responsibilities
		6	Applies relevant expertise
		7	Operates independently
		8	Provides oversight of the system of internal control including Control Environment, Risk Assessment, Control Activities, Information and Communication, and Monitoring Activities
3	Management Establishes Structures, Authorities and Responsibilities	9	Considers all structures of the entity
		10	Establishes reporting lines
		11	Defines, assigns, and limits authorities and responsibilities
4	Demonstrates Commitment to Competence	12	Establishes policies and practices
		13	Evaluates competence and addresses shortcomings
		14	Attracts, develops, and retains individuals
		15	Plans and prepares for succession
5	Enforces Accountability	16	Enforces accountability through structures, authorities and responsibilities
		17	Establishes performance measures, incentives, and rewards
		18	Evaluates performance measures, incentives, and rewards for ongoing relevance
		19	Considers excessive pressures
		20	Evaluates performance and rewards or disciplines

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APPENDIX A

COSO 2013 Internal Control Framework

Risk Assessment			
Principles		**Points of Focus**	
6	Specifies Suitable Objectives	21a	Reflects management's choices
		22a	Considers tolerances for risk
		23	Includes operations and financial performance goals
		24	Forms a basis for committing of resources
		21b	Complies with applicable accounting standards
		22b	Considers materiality
		25	Reflects entity activities
		21c	Complies with externally established standards and frameworks
		22c	Considers the required level of precision
		25	Reflects entity activities
		21a	Reflects management's choices
		22c	Considers the required level of precision
		25	Reflects entity activities
		21d	Reflects external laws and regulations
		22a	Considers tolerances for risk

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APPENDIX A

COSO 2013 Internal Control Framework

Risk Assessment (Continued)			
Principles		**Points of Focus**	
7	Identifies and Analyzes Risks	26	Includes entity, subsidiary, division, operating unit, and functional levels
		27	Analyzes internal and external factors
		28	Involves appropriate levels of management
		29	Estimates significance of risks identified
		30	Determines how to respond to risks
8	Assesses Fraud Risk	31	Considers various types of fraud
		32	Assesses incentives and pressures
		33	Assesses opportunities
		34	Assesses attitudes and rationalizations
9	Identifies and Analyzes Significant Change	35	Assesses changes in the external environment
		36	Assesses changes in the business model
		37	Assesses changes in leadership

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APPENDIX A

COSO 2013 Internal Control Framework

Control Activities			
Principles		**Points of Focus**	
10	Selects and Develops Control Activities	38	Integrates with risk assessment
		39	Considers entity-specific factors
		40	Determines relevant business processes
		41	Evaluates a mix of control activity types
		42	Considers at what level activities are applied
		43	Addresses segregation of duties
11	Selects and Develops General Controls over Technology	44	Determines dependency between the use of technology in business processes and technology general controls
		45	Establishes relevant technology infrastructure control activities
		46	Establishes relevant security management process control activities
		47	Establishes relevant technology acquisition, development, and maintenance process control activities
12	Deploys Controls through Policies and Procedures	48	Establishes policies and procedures to support deployment of management's directives
		49	Establishes responsibility and accountability for executing policies and procedures
		50	Performs in a timely manner
		51	Takes corrective action
		52	Performs using competent personnel
		53	Reassesses policies and procedures

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APPENDIX A

COSO 2013 Internal Control Framework

Information and Communication			
Principles		**Points of Focus**	
13	Uses Relevant Information	54	Identifies information requirements
		55	Captures internal and external sources of data
		56	Processes relevant data into information
		57	Maintains quality throughout processing
		58	Considers costs and benefits
14	Communicates Internally	59	Communicates internal control information
		60	Communicates with the board of directors
		61	Provides separate communication lines
		62	Selects relevant method of communication
15	Communicates Externally	63	Communicates to external parties
		64	Enables inbound communications
		65	Communicates with the board of directors
		66	Provides separate communication lines
		67	Selects relevant method of communication

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APPENDIX A

COSO 2013 Internal Control Framework

Monitoring Activities			
Principles		**Points of Focus**	
16	Conducts Ongoing and/or Separate Evaluations	68	Considers a mix of ongoing and separate evaluations
		69	Considers rate of change
		70	Establishes baseline understanding
		71	Uses knowledgeable personnel
		72	Integrates with business processes
		73	Adjusts scope and frequency
		74	Objectively evaluates
17	Evaluates and Communicates Deficiencies	75	Assesses results
		76	Communicates deficiencies
		77	Monitors corrective actions

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CONSENT AGENDA ITEM
#14

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement

DATE: September 22, 2024

SUBJECT: Approval of Supplemental Agreement No. 1 with The Spivey Group, Inc. for Appraisal Services
Contract No. 001992

Board approval of Supplemental Agreement No. 1 with The Spivey Group, Inc. in the amount of $200,000.00 is requested. The original contract was for three years with two one-year renewals.

The work to be performed includes appraisal services.

Original Contract	$ 450,000.00
Supplemental Agreement No. 1	$ 200,000.00
Total	$ 650,000.00

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

Reviewed by:
Angela J. Wallace
General Counsel

SUPPLEMENTAL AGREEMENT NO. 1

between

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

and

THE SPIVEY GROUP, INC.

regarding

CONTRACT NO.: 001992

relating to the provision of

APPRAISAL SERVICES

THIS FIRST SUPPLEMENTAL AGREEMENT ("First Supplement") is made and entered into by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), a body politic and corporate and agency of the State of Florida, with its principal place of business located at 4974 ORL Tower Road, Orlando, Florida 32807, and THE SPIVEY GROUP, INC., a Florida corporation, hereinafter called the "CONTRACTOR". CFX and CONTRACTOR may be herein referred to individually as the "Party" or collectively as the "Parties."

WHEREAS, CFX and CONTRACTOR entered into that certain Agreement for Appraisal Services between CFX and the CONTRACTOR, dated March 9, 2023, (collectively, "Agreement"); and

WHERAS, Articles 23 – Modifications of Work of the Agreement provide that the CFX may elect to expand, reduce or delete the extent of each work element described in the Scope of Services as mutually agreed to by the parties.

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

1. The funding is adjusted upward by $200,000.00 to allow the Contractor to complete the work under the Contract.
2. Exhibit "B" of the Agreement is hereby amended as follows:
    a. The Total Contract Amount is increased by $200,000.00 to $650,000.00.
3. All provisions of said Agreement, or any amendments or supplements thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and the Agreement, or any existing supplements or amendments thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

IN WITNESS WHEREOF, the Parties 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 14th day of November 2024, and The Spivey Group, Inc., signing through its _____, duly authorized to execute same.

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: _____
Aneth Williams, Director of Procurement

Date: _____

THE SPIVEY GROUP, INC.

By: _____

Print Name:_____

Title:_____

Date: _____

Approved as to form and legality by legal counsel to CFX
On this _____ day of _____, 2024 for its
Exclusive use and reliance.

By:_____
Angela J. Wallace, General Counsel

AGREEMENT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

THE SPIVEY GROUP, INC.

APPRAISAL SERVICES

CONTRACT NO. 001992

CONTRACT DATE: April 13, 2023
CONTRACT AMOUNT: $450,000.00

COOPERATIVE PURCHASE AGREEMENT
CONTRACT NO. 001992

THIS COOPERATIVE PURCHASE AGREEMENT CONTRACT NO. 001992 ("Agreement") is made this 9th day of March 2023, between the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body politic and agency of the State of Florida, whose address is 4974 ORL Tower Road, Orlando, Florida 32807 ("CFX") and **THE SPIVEY GROUP, INC.**, a Florida corporation, whose address is 1700 North Orange Avenue, Suite 330, Orlando, Florida 32804 ("Contractor"). CFX and Contractor shall be referred to herein individually as "Party" or collectively as "Parties."

WITNESSETH:

WHEREAS, CFX was created pursuant to Part III, Chapter 348, Florida Statutes ("CFX Act") to, among other things, construct, improve, maintain, and operate a limited access toll road known as the Central Florida Expressway System, as defined in the CFX Act, and was granted all powers necessary and convenient to conduct its business; and

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

WHEREAS, CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of Contractor to provide appraisal services; and

WHEREAS, on or about December 15, 2021, the Contractor entered into that certain Contract #Y21-191J with Orange County, Florida ("County"), (the "County Contract"), a copy of which is attached hereto as **Exhibit "A"** and incorporated herein by reference, for appraisal services; and

WHEREAS, the County Contract between the Contractor and County was procured through a competitive bidding process, which process is substantially similar to those required by CFX, and included a Request for Proposals Y21-191-KB and sealed proposals from other contractors; and

WHEREAS, competitive bids seeking qualified contractors to perform appraisal services on behalf of CFX was not required because the Contractor has the existing County Contract, which was awarded through a competitive bidding process, for the same appraisal services to be provided hereunder, and CFX has decided to contract with Contractor for the performance of the appraisal services described herein under the same conditions previously negotiated by the County; and

WHEREAS, the Contractor agrees to provide the appraisal services under substantially the same terms and conditions as included in the County Contract subject to the additional terms and conditions detailed below.

WHEREAS, CFX and Contractor previously entered into that certain Cooperative Purchase Agreement No. 001791 dated May 13, 2021 for Contractor to provide appraisal services ("Original CFX Agreement"); and

WHEREAS, CFX and Contractor desire to terminate the Original CFX Agreement and supersede and replace the terms and conditions of the Original CFX Agreement in their entirety with the terms and conditions of this Agreement as set forth herein.

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 hereby covenant and agree that the Original CFX Agreement is hereby assigned, superseded and replaced entirely with this Agreement which provides as follows:

1. **Recitals and Definitions.** The foregoing recitals are true and correct and are incorporated herein by this reference. All capitalized terms not specifically defined herein shall have the meaning ascribed to them in the County Contract.

2. **Adoption of the County Contract**. The Parties adopt all of the County Contract by reference as though specifically set forth herein, subject to the following substitutions or revisions:

a. All references to "Orange County, Florida" or "County" shall be replaced with the "Central Florida Expressway Authority" or "CFX".

b. All references to the "Real Estate Management Division" and "Real Estate Management Division's Manager," "Manager," "Project Manager," or "County's representative/liaison" shall be replaced with "CFX's General Counsel."

c. All references to the "Business Development Division," "BDD," or "Orange County Procurement Division" or "Manager, Procurement Division" shall be replaced with the "CFX's Procurement Department."

d. All references to the "Board of County Commissioners" shall be replaced with "CFX's Governing Board."

e. The second sentence of Article 1- Services shall be replaced as follows:

CFX's representative/liaison during the performance of this Agreement shall be Diego "Woody" Rodriguez, General Counsel of CFX, telephone number (407) 690-5380.

f. The first and third sentences of Article 2- Schedule, shall be amended and replaced with the following:

The Agreement shall become effective on March 9, 2023, unless earlier terminated as provided for herein, shall run for a term of three (3) years ("Initial Term"), with

two (2) one (1) year renewals ("Renewal Term") by mutual agreement of the Parties, at the same prices, terms, and conditions. If a renewal option is exercised, CFX will provide Contractor with written notice of its intent at least ninety (90) days prior to the expiration of the Initial Term ("CFX Renewal Deadline"), which written notice shall be signed by the Contractor. The Initial Term and any Renewal Term shall be collectively referred to herein as the "Term".

g. The certificate holder for insurance purposes under Article 5 of the County Contract shall be listed as follows:

Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, Florida 32807

h. All notices required pursuant to Article 38 of the County Contract shall be sent to CFX at the following address:

Central Florida Expressway Authority
c/o General Counsel
4974 ORL Tower Road
Orlando, Florida 32807

i. All invoices shall be sent to CFX at the following email address: Billing@CFXWay.com.

j. Section I of Article 3 – Payment to Contractor (Use for Term Contract) – shall be deleted.

3. **Services**. The Contractor shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all equipment, supplies, labor and incidentals necessary to perform this Agreement in the manner and to the full extent as required by CFX ("Services"). The Services to be included under this Agreement shall include the services more specifically set forth in Exhibit "A" to the County Contract.

4. **Compensation for Services.** Compensation shall be in accordance with the pricing sheet attached to the County Contract and shall be paid in accordance with the terms of this Agreement and CFX's Procurement Policy. This Agreement shall be for an amount not to exceed Four Hundred Fifty Thousand and No/100 Dollars ($450,000.00). The following rates set forth in the pricing sheet attached to the County Contract:

DESCRIPTION	UNIT PRICE
Principal and "key personnel"	$200/HR
Qualified Associates	$150/HR
Research Associates	$90/HR

DESCRIPTION	PERCENT OF ORIGINAL FEE
Appraisal Update- Express as a % of original fee	50%
Letter Update- Express as a % of original fee	25%

5. **Conflict of Interest.** As required by Section 348.753, Florida Statutes, and CFX's Code of Ethics, Contractor agrees to complete CFX's Potential Conflict Disclosure Form prior to the execution of this Agreement, upon the occurrence of an event that requires disclosure, and annually, not later than July 1, or such date as determined by CFX. The Potential Conflict Disclosure Form is attached as **Exhibit "B"**.

6. **Termination of Original Agreement**. The Parties hereby agree that the Original Agreement shall be terminated as of March 9, 2023 and the terms and conditions of the Original CFX Agreement are superseded and replaced in their entirety with the terms and conditions of this Agreement.

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

8. **Subcontractors**. If, during the term of this Agreement, 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 this Agreement was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subcontractor, equal or exceed twenty-five thousand dollars ($25,000.00), Contractor shall first submit a request to CFX's Director of Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the Executive Director or his/her designee, no such subcontract shall be executed by Contractor until it has been approved by CFX Board. In the event of a designated emergency, 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.

9. **Public Entity Crime.** 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 for a period of 36 months following thedate 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."

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the authorized signatures named below have executed this Agreement on behalf of the Parties effective as of the date written above.

"CONTRACTOR"

THE SPIVEY GROUP, INC.

By: _____
Print Name: Glen Spivey
Title: President

Date: 04/19/2023

"CFX"

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Date: 2023.05.24 09:20:19 -04'00'
Aneth Williams, Director of Procurement

Date: _____

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

By: Laura Newlin Kelly Digitally signed by Laura Newlin Kelly Date: 2023.05.24 09:04:28 -04'00'
Diego "Woody" Rodriguez
General Counsel

Exhibits
Exhibit "A" - County Contract
Exhibit "B" - CFX Conflict Disclosure Form

CONTRACT # Y21-191H

This Contract is made as of the 15th day of December, 2021 by and between Orange County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and The Spivey Group, Inc. a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. is 01-0595728.

In consideration of the mutual promises contained herein, the COUNTY and the CONTRACTOR agree as follows:

ARTICLE 1 SERVICES

The CONTRACTOR'S responsibility under this Contract is to provide professional/consultation services in the area of Real Estate Appraisal Services, as more specifically set forth in the Scope of Services detailed in Exhibit "A".

The COUNTY'S representative/liaison during the performance of this Contract shall be Christopher Langton, telephone no. (407) 836-7087.

ARTICLE 2 SCHEDULE

The CONTRACTOR shall commence services on January 2, 2022 and complete all services by January 1, 2025.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "B".

This contract may be renewed, for two (2) additional one (1) year periods upon mutual written agreement of the parties at the same prices, terms and conditions. Any change in price, terms or conditions shall be accomplished by written amendment to this contract.

Any order issued during the effective date of this contract, but not completed within that period, shall be completed by the CONTRACTOR within the time specified in the order. The contract shall govern the CONTRACTOR and the COUNTY'S rights and obligations with respect to the extent as if the order were completed during the contract's performance period.

ARTICLE 3 PAYMENTS TO CONTRACTOR (USE FOR TERM CONTRACT)

A. The total amount to be paid by the COUNTY under this Contract for services, materials and "out of pocket" expenses shall not exceed the rates as set forth in the Fee Schedule detailed in Exhibit "B". Progress payments shall be due and payable as follows:

   a. The General Comparable Sales Data Book fee will be paid upon receipt and approval of the Basic Data/Sales Book. The fee will be calculated as 25% of the total appraisal fees for the project.

   b. The appraisal fee for each parcel will be paid after the appraisal report has been reviewed and accepted by the County. This includes any revisions or additions that may be required by the COUNTY to meet minimum appraisal requirements. Invoices will be processed by the Real Estate Management Division for payment within twenty (20) working days of receipt of appraisals or corrections.

B. In the event the Contractor, through its fault, falls fifteen percent (15%) behind the project completion schedule, no further progress payments will be made until the CONTRACTOR brings the project back on schedule, a revised schedule is submitted and approved, or until all work has been completed.

C. In the event this contract is terminated or canceled prior to completion, payment shall be made in accordance with the provisions of ARTICLE #3.

D. If instructed, in writing, to do so by the COUNTY, the CONTRACTOR shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the CONTRACTOR, the CONTRACTOR shall be entitled to additional compensation. The additional compensation shall be computed by the CONTRACTOR on a revised fee quotation proposal and submitted to the COUNTY for prior approval. The fee shall be agreed upon before commencement of any additional work and shall be incorporated by a change order to the purchase order.

E. Travel and per diem charges shall be limited to special assignments outside of Orange County and shall not exceed the limits set forth in Section 112.061, Florida Statutes.

F. One hundred percent (100%) of the appraisal fee for update services will be paid after the report is submitted and has been technically reviewed for value and determined that it meets the COUNTY's minimum appraisal requirements.

G. It is agreed that, for all work not proposed as a lump sum, the hourly rates for preparing appraisal reports, updating appraisal reports, preparing specific studies, attending conferences, pre-order of taking meetings, order of taking hearings, mediations, attendance at court hearings, preparation of court exhibits, pretrial appearance and time in trial testimony will be set forth in the Fee Schedule detailed in Exhibit "B". The hourly rates shall include all costs associated with performance of the contract including travel (within Orange County) and out-of-pocket expenses. The time reported by the appraiser to perform the specific work related to litigation is subject to final approval by the Assistant County Attorney assigned to the case. The proposed fee and services shall be agreed upon before commencement of any additional work and shall be incorporated by a change order to the purchase order.

H. Fees for sub-contractors shall be negotiated and contracted separately by the COUNTY. Also, the County reserves the right to use existing contracted contractors when they are able to provide the required services.

I. All requests for payments must reference this contract number as well as the corresponding Purchase Order number. **Only Purchase Orders are authorized for use under this contract.**

J. If the Contractor fails to fulfill the terms of this agreement and corresponding Purchase Order assignment by their quoted delivery date, the County may assess liquidated damages for the General Comparable Sales Data Book and for each undelivered appraisal report separately and individually. The amount of liquidated damages for the General Comparable Sales Data Book shall be one percent (1%) per calendar days and two percent (2%) per calendar day thereafter for such default between the due date and the date on which the

parcel appraisal report is delivered to the Real Estate Management Division. The Contractor may be granted an extended delivery date only upon written approval of the Real Estate Management Division's Manager or his designee. The stated percentages of liquidated damages are mutually agreed upon as a reasonable and proper measure of damages the County will sustain by failure of the Contractor to complete the work within the specified time frame; the County and the Contractor recognize that the injury to the County that may result from failure of the Contractor to complete the work within the time stipulated is uncertain and cannot be computed exactly. In no way shall assessment of liquidated damages be construed as a penalty on the Contractor.

K. The date of valuation of each individual appraisal report shall be the last date of the Contractor's inspection of the property and shall be dated no more than twenty (20) calendar days prior to receipt of the appraisal report by the County or as agreed by the County.

L. Failure to correct appraisal deficiencies within thirty (30) days of notification by the County, will require the Contractor to update the appraisal without additional cost to the County unless an extension of time is granted in writing by the Real Estate Management Division's Appraisal Program Manager or their designee. The date of valuation shall not be more than twenty (20) calendar days prior to receipt of the updated appraisal report by the County or as agreed by the County.

M. Final Invoice: In order for both parties herein to close their books and records, the Contractor will clearly state "final invoice" on the Contractor's final/last billing to the County. This certifies that all services have been properly performed and all charges and costs have been invoiced to Orange County. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the Contractor.

ARTICLE 4 INDEFINITE QUANTITY CONTRACT

This is an indefinite quantity contract for the goods or services specified. The quantities of goods and services specified are estimates only and are not purchased by this contract.

Delivery or performance shall be only as authorized by orders in accordance with the terms of this contract. The Contractor shall furnish to the County, when and if ordered, the goods and services up to and including the quantity designated in the schedule as the "Total Estimated Quantity." The County shall order at least the dollar amount designated in the schedule as the "Minimum Quantity" during the initial contract performance period. The County may issue orders requiring delivery to multiple destinations or performance at multiple locations.

ARTICLE 5 INSURANCE REQUIREMENTS

Vendor/Contractor agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this contract the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor/Contractor is not intended to and shall not in any manner limit or qualify the liabilities assumed by Vendor/Contractor under this contract. Vendor/Contractor is required to maintain any coverage required by federal and

state workers' compensation or financial responsibility laws including but not limited to Chapter 324 and 440, Florida Statutes, as may be amended from time to time.

The Vendor/Contractor shall require and ensure that each of its sub-Vendors/sub-Contractors providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified herein.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better.
(Note: State licenses can be checked via www.floir.com/companysearch/ and A.M. Best Ratings are available at www.ambest.com)

Required Coverage:

☒ Commercial General Liability - The Vendor/Contractor shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than $1,000,000 per occurrence. Vendor/Contractor further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.

Required Endorsements:

☒ Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents.
Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations

☒ Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent.
Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.

☒ Business Automobile Liability - The Vendor/Contractor shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than $500,000 (five hundred thousand dollars) per accident. In the event the Vendor/Contractor does not own automobiles the Vendor/Contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

☒ Workers' Compensation - The Vendor/Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than $100,000 each incident of bodily injury or disease for Employers' Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any Vendor/Contractor using an employee leasing company shall complete the Leased Employee Affidavit.

Required Endorsements:

☒ Waiver of Subrogation- WC 00 03 13 or its equivalent

☒ Professional Liability- with a limit of not less than $1,000,000 per occurrence/claim

When a self-insured retention or deductible exceeds $100,000 the COUNTY reserves the right to request a copy of Vendor/Contractor most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis the Vendor/Contractor agrees to maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the Vendor/Contractor agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the Vendor/Contractor of the obligation to provide replacement coverage.
By entering into this contract Vendor/Contractor agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the County for the workers' compensation and general liability policies as required herein. When required by the insurer or should a policy condition not permit the Vendor/Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Vendor/Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights of Recovery Against Others endorsement.

Prior to execution and commencement of any operations/services provided under this contract the Vendor/Contractor shall provide the COUNTY with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance the Vendor/Contractor shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of the Orange County, Florida.

For continuing service contracts renewal certificates shall be submitted immediately upon request by either the COUNTY or the COUNTY's contracted certificate compliance management firm. The certificates shall clearly indicate that the Vendor/Contractor has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. Vendor/Contractor shall notify the COUNTY not less than thirty (30) business days (ten business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. The Vendor/Contractor shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the COUNTY or its certificate management representative five (5) business days prior to the effective date of the replacement policy (ies).

<u>The certificate holder shall read:</u>
Orange County, Florida
c/o Risk Management Division
201 S. Rosalind Avenue
Orlando, Florida 32801

ARTICLE 6 INDEMNIFICATION

To the fullest extent permitted by law, the CONTRACTOR shall defend, indemnify, and hold harmless the COUNTY, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the CONTRACTOR or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the COUNTY.

ARTICLE 7 FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONTRACTOR authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The CONTRACTOR shall be responsible for payment of its own and its share of its employee FICA and Social Security benefits with respect to this Contract.

ARTICLE 8 AVAILABILITY OF FUNDS

The COUNTY'S performance and obligation to pay under this Contract is contingent upon an annual appropriation for its purpose by the Board of County Commissioners, or other specified funding source for this procurement.

ARTICLE 9 CONFLICT OF INTEREST

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Florida Statutes 112.311. The CONTRACTOR further represents that no person having any interest shall be employed for said performance.

The CONTRACTOR shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONTRACTOR'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONTRACTOR. The COUNTY agrees to notify the CONTRACTOR of its opinion by certified mail within thirty (30) days of receipt of the notification by the CONTRACTOR. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the COUNTY shall so state in the notification and the CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONTRACTOR under the terms of this Contract.

ARTICLE 10 UNIFORM COMMERCIAL CODE

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the CONTRACTOR and the COUNTY for any terms and conditions not specifically stated in this Contract.

ARTICLE 11 TERMINATION

A. Termination for Default:

The COUNTY may, by written notice to the CONTRACTOR, terminate this contract for default in whole or in part (delivery orders, if applicable) if the CONTRACTOR fails to:

1. Provide products or services that comply with the specifications herein or fails to meet the COUNTY'S performance standards

2. Deliver the supplies or to perform the services within the time specified in this contract or any extension.

3. Make progress so as to endanger performance of this contract

4. Perform any of the other provisions of this contract.

Prior to termination for default, the COUNTY will provide adequate written notice to the CONTRACTOR through the Manager, Procurement, affording them the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension or debarment of the CONTRACTOR in accordance with the County's Procurement Ordinance. The CONTRACTOR and its sureties (if any) shall be liable for any damage to the COUNTY resulting from the CONTRACTOR's default of the contract. This liability includes any increased costs incurred by the COUNTY in completing contract performance.

In the event of termination by the COUNTY for any cause, the CONTRACTOR will have, in no event, any claim against the COUNTY for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the COUNTY the CONTRACTOR shall:

1. Stop work on the date and to the extent specified.

2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

3. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the COUNTY.

4. Continue and complete all parts of that work that have not been terminated.

Neither CONTRACTOR nor COUNTY shall be liable, nor may cancel this contract for default, when delays arise out of causes beyond the control of CONTRACTOR or COUNTY. Such causes may include but are not restricted to acts of God, acts of COUNTY in sovereign capacity, fires, floods, lightning strikes, epidemics, quarantine restrictions, strikes, freight embargoes, wars, civil disturbances, work stoppage, power failures, laws, regulations, ordinances, acts or orders of any governmental agency or official thereof, and unusually severe weather. In every case, the delay must be beyond the control of the claiming party. If CONTRACTOR is delayed in its performance as a result of the above causes, COUNTY, shall upon written request of CONTRACTOR, agree

to equitably adjust the provisions of this contract, including price and delivery, as may be affected by such delay. However, this provision shall not be interpreted to limit COUNTY'S right to terminate for convenience.

B. Termination for Convenience

The COUNTY, by written notice, may terminate this contract, in whole or in part, when it is in the County's interest. If this contract is terminated, the COUNTY shall be liable only for goods or services delivered and accepted. The COUNTY Notice of Termination shall provide the CONTRACTOR thirty (30) days prior notice before it becomes effective. **A termination for convenience may apply to individual delivery orders, purchase orders or to the contract in its entirety.**

ARTICLE 12 PERSONNEL

The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereafter shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONTRACTOR'S key personnel, as may be listed in Exhibit "A", must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY before said change or substitution can become effective.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. The COUNTY may require, in writing, that the CONTRACTOR remove from this contract any employee the COUNTY deems incompetent, careless, or otherwise objectionable.

ARTICLE 13 TRUTH IN NEGOTIATION CERTIFICATE

Signature of this Contract by the CONTRACTOR shall act as the execution of the truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONTRACTOR'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside Contractors. The COUNTY shall exercise its right under this "Certificate" within one (1) year following final payment.

ARTICLE 14 ARREARS

The CONTRACTOR shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 15 DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONTRACTOR shall deliver to the COUNTY for approval and acceptance, and before being eligible for final payment or any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

All oral and written information not in the public domain or not previously known, and all information and data obtained, developed or supplied by the COUNTY, or at its expense, will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced at the discretion of the COUNTY.

The COUNTY and the CONTRACTOR shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 16 INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CONTRACTOR does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than as specifically provided for in this Agreement.

ARTICLE 17 CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retrained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 18 ACCESS AND AUDITS

The CONTRACTOR shall establish and maintain a reasonable accounting system, which enables ready identification of CONTRACTOR'S cost of goods and use of funds. Such accounting system shall also include adequate records and documents to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in providing the goods for at least five (5) years after completion of this contract. The COUNTY or its designee shall have access to such books, records, subcontract(s), financial operations, and documents of the CONTRACTOR or its sub-Contractors as required to comply with this section for the purpose of inspection or audit anytime

during normal business hours at the CONTRACTOR'S place of business. This right to audit shall include the CONTRACTOR'S sub-Contractors used to procure goods or services under the contract with the COUNTY. CONTRACTOR shall ensure the COUNTY has these same rights with sub-Contractor(s) and suppliers.

ARTICLE 19 EQUAL OPPORTUNITY

It is hereby declared that equal opportunity and nondiscrimination shall be the County's policy intended to assure equal opportunities to every person, regardless of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified, as provided by Section 17-314 of the Orange County Code and the County Administrative Regulations.

Further, the CONTRACTOR shall abide by the following provisions:

A. The CONTRACTOR shall represent that the CONTRACTOR has adopted and maintains a policy of nondiscrimination as defined by applicable County ordinance throughout the term of this contract.

B. The CONTRACTOR shall allow reasonable access to all business and employment records for the purpose of ascertaining compliance with the non-discrimination provision of the contract.

C. The provisions of the prime contract shall be incorporate by the CONTRACTOR into the contracts of any applicable subcontractors.

ARTICLE 20 DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION.

By executing this contract the firm affirms that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

ARTICLE 21 FLORIDA CONVICTED/SUSPENDED/DISCRIMINATORY COMPLAINTS.

By executing this contract the firm affirms that it is not currently listed in the Florida Department of Management Services Convicted/Suspended/Discriminatory Complaint Vendor List.

ARTICLE 22 SCRUTINIZED COMPANIES

A. By executing this Agreement, the Contractor certifies that it is eligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes.

B. Specifically, by executing this Agreement, the Contractor certifies that it is **not** on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

C. Additionally, if this Agreement is for an amount of one million dollars ($1,000,000) or more, by executing this Agreement, the Contractor certifies that it is **not**:

1. On the "Scrutinized Companies with Activities in Sudan List" or the "Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List," created pursuant to Section 215.473, Florida Statutes; and/or

2. Engaged in business operations in Cuba or Syria.

D. The County reserves the right to terminate this Agreement immediately should the Contractor be found to:

1. Have falsified its certification of eligibility to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes; and/or

2. Have become ineligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statute subsequent to entering into this Agreement with the County.

E. If this Agreement is terminated by the County as provided in subparagraph 4(a) above, the County reserves the right to pursue any and all available legal remedies against the Contractor, including but not limited to the remedies as described in Section 287.135, Florida Statutes.

F. If this Agreement is terminated by the County as provided in subparagraph 4(b) above, the Contractor shall be paid only for the funding-applicable work completed as of the date of the County's termination.

G. Unless explicitly stated in this Section, no other damages, fees, and/or costs may be assessed against the County for its termination of the Agreement pursuant to this Section.

ARTICLE 23 MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the COUNTY'S notification of a contemplated change, the CONTRACTOR shall (1) if requested by COUNTY, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY in writing if the contemplated change shall affect the CONTRACTOR'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CONTRACTOR shall suspend work on that portion of the work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall issue a Contract Amendment or Change Order and the CONTRACTOR shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

ARTICLE 24 CONTRACT CLAIMS

"Claim" as used in this provision means a written demand or written assertion by one of the contracting parties seeking as a matter of right, the payment of a certain sum of money, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract.

Claims made by a Contractor against the County relating to a particular contract shall be submitted to the Procurement Manager in writing clearly labeled "Contract Claim" requesting a final decision. The Contractor also shall provide with the claim a certification as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the County is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

Failure to document a claim in this manner shall render the claim null and void. Moreover, no claim shall be accepted after final payment of the contract.
The decision of the Procurement Manager shall be issued in writing and shall be furnished to the Contractor. The decision shall state the reasons for the decision reached. The Procurement Manager shall render the final decision within sixty (60) days after receipt of Contractor's/Contractor's written request for a final decision. The Procurement Manager's decision shall be final and conclusive.

The Contractor shall proceed diligently with performance of this contract pending final resolution of any request for relief, claim, appeal or action arising under the contract and shall comply with any final decision rendered by the Manager of Procurement.

ARTICLE 25 TOBACCO FREE CAMPUS

All Orange County operations under the Board of County Commissioners shall be tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to contractors and their personnel during contract performance on county-owned property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, e-cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

ARTICLE 26 VERIFICATION OF EMPLOYMENT STATUS

Prior to the employment of any person under this contract, the contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of (a) all persons employed during the contract term by the contractor to perform employment duties within Florida and (b) all persons, including subcontractors, assigned by the contractor to perform work pursuant to the contract with Orange County. Please refer to USCIS.gov for more information on this process.

Only those employees determined eligible to work within the United States shall be employed under the contract.

Therefore, by submission of a bid or proposal in response to this solicitation, the contractor confirms that all employees in the above categories will undergo e-verification before placement on this contract. The contractor further confirms his commitment to comply with this requirement by completing the E- Verification certification.

ARTICLE 27 LAWS AND REGULATIONS

All applicable Federal and State laws, municipal and County ordinances shall apply to the solicitation and Contract.

ARTICLE 28 PRICE ESCALATION/DE-ESCALATION (CPI)

The County may allow a price escalation provision within this award. The original contract prices shall be firm for a 3-year period. A price escalation/de-escalation will be considered at annual intervals thereafter, provided the Contractor notifies the County, in writing, of the pending price escalation/de-escalation a minimum of sixty (60) days prior to the effective date. Price adjustments shall be based on the latest version of the Consumers Price Index (CPI-U) for All Urban Consumers, All Items, U.S. City Average, non-seasonal, as published by the U.S. Department of Labor, Bureau of Labor Statistics. This information is available at www.bls.gov.

Price adjustment shall be calculated by applying the simple percentage model to the CPI data. This method is defined as subtracting the base period index value (at the time of initial award) from the index value at time of calculation (latest version of the CPI published as of the date of request for price adjustment), divided by the base period index value to identify percentage of change, then multiplying the percentage of change by 100 to identify the percentage change. Formula is as follows:

Current Index – Base Index / Base Index = % of Change

% of Change x 100 = **Percentage Change**

CPI-U Calculation Example:

CPI for current period	232.945
Less CPI for base period	229.815
Equals index point change	3.130
Divided by base period CPI	229.815
Equals	0.0136
Result multiplied by 100	0.0136 x 100
Equals percent change	1.4%

A price increase may be requested only at each time interval specified above, using the methodology outlined in this section. To request a price increase, Contractor shall submit a letter stating the percentage amount of the requested increase and adjusted price to the Orange County Procurement Division. The letter shall include the complete calculation utilizing the formula above, and a copy of the CPI-U index table used in the calculation. The maximum allowable increase shall not exceed 4%, unless authorized by the Manager, Procurement Division. All price adjustments must be accepted by the Manager, Procurement Division and shall be memorialized by written amendment to this contract. No retroactive contract price adjustments will be allowed.

Should the CPI-U for All Urban Consumers, All Items, U.S City Average, as published by the U.S. Department of Labor, Bureau of Labor Statistics decrease during the term of the contract, or any renewals, the Contractor shall notify the Orange County Procurement Division of price decreases in the method outlined above. If the Contractor fails to pass the decrease on to the County, the County reserves the right to place the Contractor in default, cancel the award, and

remove the Contractor from the County Vendor List for a period of time deemed suitable by the County. In the event of this occurrence, the County further reserves the right to utilize any options as stated herein.

ARTICLE 29 ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the Parties shall each bear their own costs, expert fees, attorneys' fees, and other fees incurred in connection with this Agreement and any litigation that arises either directly, or indirectly.

ARTICLE 30 JURY WAIVER

Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this agreement.

ARTICLE 31 GOVERNING LAW AND VENUE

Any and all legal actions associated with this contract will be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be in the Ninth Circuit Court in and for Orange County, Florida. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, venue for those actions will be in the Orlando Division of the U.S. Middle District of Florida.

ARTICLE 32 NO REPRESENTATIONS

Each party represents that they have had the opportunity to consult with an attorney, and have carefully read and understand the scope and effect of the provisions of this Agreement. Neither party has relied upon any representations or statements made by the other party hereto which are not specifically set forth in this Agreement.

ARTICLE 33 AUTHORITY TO PRACTICE

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to, conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY upon request.

ARTICLE 34 SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 35 SUCCESSORS AND ASSIGNS

The COUNTY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the

COUNTY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.

ARTICLE 36 REMEDIES

This Contract shall be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be the Circuit Court in and for Orange County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or at equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 37 ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, deleted, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 38 NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the COUNTY shall be mailed to:

_____

_____

_____

_____

and if sent to the CONTRACTOR shall be mailed to:

The Spivey Group, Inc.

1700 N. Orange Avenue, Suite 300

Orlando, FL 32810

IN WITNESS WHEREOF, the Board of County Commissioners of Orange County, Florida has made and executed this Contract on behalf of the COUNTY and CONTRACTOR has hereunto set its hand the day and year above written.

CONTRACTOR:

The Spivey Group, Inc.

Company Name

Robt. W. Simmons Jr.

Signature

Robert W. Simmons, Jr.

Typed Name

Vice President

Title

12/16/2021

Date

ORANGE COUNTY, FLORIDA:

Carrie Mathes, MPA, CFCM, NIGP-CPP, CPPO, C.P.M.
Procurement Division Manager

Date

EXHIBIT A

SCOPE OF SERVICES

1. GENERAL INFORMATION

The Contractor shall provide written real estate appraisal reports and related real estate appraisal services. The appraisal reports are required to assist the County in its determination of full compensation due, including severance damages, if applicable, for the acquisition or partial acquisition of private property for public use for parcels under the threat of condemnation. Additionally, appraisal reports are required to assist the County in estimating the fair market value of property that is proposed for acquisition, but not under the threat of condemnation. As appraisal services are required, the County will submit a Project Fee Proposal request with a scope of services to three (3) or more of the selected firms for services estimated to exceed a fee of $10,000. Award for individual appraisal assignment/review will be based on lowest fee proposal.

The County considers appraisal services to be personal in nature. Therefore, if one or more principals or key personnel terminate his/her association with a firm with whom a contract is executed pursuant to this RFP, the firm shall furnish the qualifications of the replacement principals or key personnel to the County for evaluation and written acceptance prior to the commencement of any additional work. If the replacement is not suitable, the County reserves the right to terminate contract under Article 11 of this contract.

2. DEFINITIONS

A. Appraiser of Record: The principal or key personnel designated as the Contractor to perform all appraisal work for the projects whose qualifications and expertise will be evaluated in the RFP process.

B. Basic Services: Those work activities associated with delivery of a Written Appraisal Report and related appraisal services for each parcel identified in the Project Fee Proposal request and a General Comparable Sales Data Book, if specified.

C. Appraisal: A written report prepared independently and without bias by a qualified appraiser setting forth an opinion of defined value of an adequately described property as of a specific date, supported by the presentation and analysis of relevant market information.

D. Appraisal Review: A written report prepared independently and without bias by a qualified appraiser setting forth an opinion about the quality of another appraiser's work that was performed as part of an appraisal assignment.

E. Update: The process by which the appraiser addresses any changes in market conditions and the status of the subject subsequent to the effective date of the original appraisal or prior update, and analyzes the effect of these changes in arriving at a current value opinion for the subject.

F. Letter Update: An appraisal update presented in letter format that incorporates the original report by reference. A letter update may be requested if there have been no major changes in the property and/or significant value conclusions between the date of the last appraisal report and the present time.

G. General Comparable Sales Data Book: A collection, under separate cover, of the data representing the appraiser's research, investigation efforts, and analyses supporting various conclusions from the market and including the appraiser's basic analysis of the project and parcels assigned.

H. County Review Appraiser: The County's appraiser responsible for determining compliance with the Uniform Standards of Professional Appraisal Practice (USPAP), Florida Department of Transportation (FDOT), and any Orange County Supplemental Standards; and determining acceptance to the County.

I. Quoted Delivery Date: The specific calendar date set forth in the Notice to Proceed letter from the County; or for Order of Taking updates, no later than thirty (30) days prior to the Order of Taking Hearing.

J. Appraisal Program Manager: The County's Real Estate Management Division Program Manager responsible for overseeing the duties of the Appraisal section.

3. CONTRACTOR RESPONSIBILITIES

A. The Contractor shall diligently perform continuing appraisal services for the County within the specified project time frame. Each appraisal assignment shall be completed as described in the Project Fee Proposal submitted and enumerated on the Appraisal Parcel Register. All scopes of services hereto which vary from the general provisions shall have precedence.

B. The Contractor shall update appraisal reports and participate in condemnation proceedings, including court testimony when requested to by the County.

C. All services shall be performed and all appraisal reports, update reports, and data books prepared in conformance with the USPAP and current FDOT Supplemental Standards which are contained within Sections 6.1 and 6.2 of the FDOT's Right-of-Way Manual. Additionally, when requested by County prior to Project Fee Proposal preparation and assignment, certain appraisal reports may be required to meet other agency standards, i.e. Florida Communities Trust (FCT), Department of Environmental Protection (DEP), etc.

D. For parcels under the threat of condemnation, the Contractor shall value the subject property before the acquisition, including land and improvements as applicable by the assignment; shall value the part acquired, including land and improvements; and shall value the remainder to determine whether severance damages have occurred. Severance damages shall be determined by methods acceptable in accordance with Florida law. Where questions arise as to compensability, guidance shall be sought from the County Attorney's Office.

E. For parcels under the threat of condemnation, the Contractor shall advise the property owner, in writing, of their right to accompany the appraiser during the appraiser's inspection of the property to be appraised. The appraiser may not discuss value, owner's access to the appraisal report, completion of the project or timing of the acquisition. Any questions regarding property owners' rights and concerns shall be directed to the Manager of the Real Estate Management Division or designee.

F. The Contractor agrees, by contract terms, that the County may release the appraisal report or any part thereof to the public under provisions of State law. Such agreement shall supersede any statement or limiting conditions contained in the appraisal report. Prior notice to the appraiser of release by the County will not be required. The appraisal report and all data therein shall, upon delivery to the County, become the property of the County.

G. Orange County will maintain a continuing contract list of civil engineering firms or other consultants which shall be utilized by the appraiser on parcels identified in the fee schedule that require their services. Fees for these consultants shall be negotiated by the County and contracted separately by the County. The Contractor shall coordinate with the engineering firm or other consultants and incorporating the appropriate information in the appraisal of the property.

4. PROVISIONS FOR WORK

For parcels appraised under the threat of condemnation, each of the following shall be prepared in compliance with the Uniform Standards of Professional Appraisal Practice and Florida Department of Transportation (FDOT) Supplemental Standards, contained within Sections 6.1 and 6.2, of the FDOT Right-of-Way Manual.

A. Written Appraisal Reports

B. General Comparable Sales Data Book

C. Appraisal Updates

D. Letter Updates

Some appraisal assignments will not be under the threat of condemnation and will not require compliance with FDOT Supplemental Standards, but shall require compliance with USPAP and any other agency standards, if applicable.

5. BASIC SERVICES

A. General Comparable Sales Data Book: If the County determines that a General Comparable Sales Data Book is required for the appraisal assignment, it will be noted in the Project Fee Proposal request from the County. The Contractor shall provide one (1) original and two (2) copies of the General Comparable Sales Data Book according to the time frame for delivery set forth in the Project Fee Proposal and the Notice to Proceed letter from the County. Additional submittals to the Data Book shall be accompanied by a letter of transmittal advising the Review Appraiser where updated information is to be inserted.

B. Written Appraisal Reports: The Contractor shall perform or have performed all services necessary to complete an estimate of market value for parcels identified by the County in the Project Fee Proposal request and the Project Scope of Services. The work product shall be complete and of such quality on the date of submission so as to serve, not only as the basis for negotiations, but also as evidence in the County's position should the parcel enter condemnation proceedings. The Contractor shall provide, according to the time frame for delivery (quoted delivery date) set forth in the Project Fee Proposal and the Notice to

Proceed letter from the County, one (1) initial submittal of their work product for review. Subsequent to approval, three (3) additional copies shall be submitted to the County. An electronic copy of the appraisal report will also be required.

C. Litigation Services: The Contractor may be required to testify as required by the County Attorney's Office for Order of Taking hearings, depositions and trials. Contractor may also need to provide expert analyses related to litigation.

6. ADDITIONAL SERVICES

The Appraisal Program Manager, or designee, will initiate Project Fee Proposal requests for general updates, Order of Taking updates, and additional parcel appraisals. The Appraisal Program Manager, or designee, as requested by the County Attorney's Office, will initiate Project Fee Proposal requests for litigation services subsequent to the Order of Taking Hearing. The Project Fee Proposals shall specify the Project Scope of Services and the proposed fees to be paid.

A. General Updates and Revisions: The Contractor may be required to update or revise the estimate of market value for parcels as required and deliver one (1) original and three (3) copies of the written update report to the County.

B. Additional Parcels, Deleted Parcels or Change in Scope of Services: The County may require the appraisal of additional parcels other than those originally specified for the project. Award of additional work may be assigned to the original or current appraiser on the project without further bidding as long as the proposed fee for any additional parcels or changes in scope of services are deemed reasonable by the Appraisal Program Manager, or his designee. The County may also delete parcels as necessary from any assigned project. Partial payment for work expended on deleted parcels shall be negotiated with the Appraisal Program Manager, or designee.

C. Order of Taking Updates: The Contractor may be required to update the original report for Order of Taking proceedings and deliver one (1) original and three (3) copies of the written report to the County. Additional Order of Taking services may include attendance at the Pre-Order of Taking meeting and testifying at the Order of Taking Hearing.

D. Litigation Services: The Contractor may be required to update the appraisal to the Date of Deposit and deliver one (1) original and three (3) copies of the written report to the County. Additional litigation services may include pre-trial or pre-hearing preparation, preparation of court exhibits, attendance at depositions, pre-trial hearings or other court hearings, any other services deemed necessary by the assigned attorney to successfully litigate and defend the County's position in court.

Revised Parcels: The County may require revisions to parcels as a result of design changes or other changes in the project as necessary. Work to be performed, revised appraisal fees, and due dates will be established during the contracting period.

CONSENT AGENDA ITEM
#15

MEMORANDUM

TO: CFX Board Members

FROM: Angela J. Wallace
General Counsel

DATE: September 24, 2024

SUBJECT: Approval of the Locally Funded Agreement, Supplemental Amendment Number One Between the State of Florida Department of Transportation (FDOT) and Central Florida Expressway Authority (CFX)

On March 5, 2024, FDOT and CFX entered into a Locally Funded Agreement ("LFA") that provides for FDOT to manage the Flex Lanes (or Part-Time Shoulder Use Operations "PTSU") on portions of SR 429 and SR 417 at a cost of $73,925 for the first year of the agreement. CFX desires to continue this partnership with FDOT for PTSU Operations. The parties have negotiated the attached LFA Supplemental Amendment Number One which provides for CFX's continued participation at a cost of $95,488 for the second year of the LFA.

Board approval of Locally Funded Agreement, Supplemental Amendment Number One Between the State of Florida Department of Transportation and Central Florida Expressway Authority is requested.

This amount is included in the OM&A budget.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

LOCALLY FUNDED AGREEMENT
SUPPLEMENTAL AMENDMENT NUMBER 1

EXECUTION DATE:_____

Agency: Central Florida Expressway Authority	**Fund: LF**	**Financial Management No.:**
Vendor No: F59102557005	**Revised Contract Amount: $95,488.00**	**435443-4-82-04**

The terms of the Locally Funded Agreement between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (hereinafter referred to as the "LOCAL AGENCY") and the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION (hereinafter referred to as the "DEPARTMENT") for the "I-4 Freeway Management and Active Arterial Management" project, executed on **March 5, 2024**, are hereby amended as follows:

The purpose of this Supplemental Amendment Number 1 is to provide a continuation of the services in the Exhibit "A", Scope of Services and Exhibit "B", Estimate for the Fiscal Year 2024-2025. The total cost for the Additional Services for this Project is **$95,488.00 (Ninety-Five Thousand Four Hundred Eighty-Eight Dollars and No/100).** The LOCAL AGENCY agrees to deposit the additional amount of **$95,488.00 (Ninety-Five Thousand Four Hundred Eighty-Eight Dollars and No/100)** within 14 days of the execution of this Supplemental Amendment.

Except as hereby modified, amended or changed, all of the terms and conditions of said original Agreement thereto will remain in full force and effect.

The following attachments all apply and are all incorporated into the Supplemental Amendment. Pursuant to this Supplemental Amendment, the Scope of Services are defined by Exhibit "A" and the Estimate for the Additional Services is defined by Exhibit "B".

Exhibit "A", Scope of Services

Exhibit "B", Estimate

Remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the LOCAL AGENCY and the DEPARTMENT have executed this Supplemental Amendment Number 1 as of the dates set forth below.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____

Name: Michelle Maikisch

Title: Executive Director

Date: _____

As approved by the Board on:

_____

Attest:

_____

Regla ("Mimi") Lamaute
Manager of Board Services

Legal Review:

Angela J. Wallace Digitally signed by Angela J. Wallace Date: 2024.09.23 12:49:15 -04'00'

Angela J. Wallace, General Counsel

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By: _____

Name: C. Jack Adkins

Title: Director of Transportation Development

Date: _____

Attest:

_____

Executive Secretary

Legal Review:

_____

DEPARTMENT Attorney

Financial Provisions Approval by Department of Comptroller on:

_____

EXHIBIT "A"

SCOPE OF SERVICES

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

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

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

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

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

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

Remainder of this page intentionally left blank.

EXHIBIT "B"

ESTIMATE

This estimate is based on Statewide and District Average Bid Price for the following items times an escalation to bring the cost to the construction fiscal year.

CFX PTSU Operations SR 417 and SR 429 from July 2023 - October 2026
Contract: CAG21

Project No:	435043-4-82-04 | 435443-5-82-04	Prepared By:
Task Work Order Description:	NA	Dale W. Cody, PE, PTOE
Task Work Order #:	NA	Metric Engineering, Inc.
Date Estimated:	August 5, 2024	525 Technology Park, Suite 153
		Lake Mary, Florida 32746

Prime Activity	Project Manager 1		Community Outreach Specialist (Senior)		Senior Engineering Technician A		Senior Engineering Technician B		Senior Engineering Technician C		Engineering Technician		Engineering Technician A		Engineering Technician B		Total	
	Rate/Hr	$133.15	Rate/Hr	$136.74	Rate/Hr	$75.20	Rate/Hr	$97.45	Rate/Hr	$52.46	Rate/Hr	$56.76	Rate/Hr	$51.43	Rate/Hr	$40.20		
	Man Hours	Cost by Pos. & Act.	Man Hours	Cost by Pos. & Act.	Man Hours	Cost by Pos. & Act.	Man Hours	Cost by Pos. & Act.	Man Hours	Cost by Pos. & Act.	Man Hours	Cost by Pos. & Act.	Man Hours	Cost by Pos. & Act.	Man Hours	Cost by Pos. & Act.	Manhours By Activity	Salary Cost By Activity
Activities for PTSU Operations 2024-2025																		
1. No hours associated with Activity 1		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	-	**$0.00**
2. No hours associated with Activity 2		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	-	**$0.00**
3. PTSU Operations for SR 417	144.00	$19,173.60	72.00	$9,843.28		$0.00	144.00	$14,032.80		$0.00		$0.00		$0.00		$0.00	**360.00**	**$42,619.68**
4. Manager Overview of SR 429 and SOP and Training Rev	22.00	$2,929.30	18.00	$2,353.32	30.00	$2,256.00	76.00	$7,406.20		$0.00		$0.00		$0.00		$0.00	**146.00**	**$14,944.82**
5. PTSU Operations for SR 429	120.00	$15,978.00	80.00	$7,844.40		$0.00	120.00	$11,694.00		$0.00		$0.00		$0.00		$0.00	**320.00**	**$35,516.40**
																	-	**$0.00**
Total	**286.00**	**$38,080.90**	**152.00**	**$19,677.50**	**30.00**	**$2,256.00**	**340.00**	**$33,133.00**	-	**$0.00**	-	**$0.00**	-	**$0.00**	-	**$0.00**	**806.00**	**$93,080.90**

Prime Activity	Engineering Technician C		Engineering Technician D														Total	
	Rate/Hr	$48.02	Rate/Hr	$37.35	Rate/Hr		Rate/Hr		Rate/Hr		Rate/Hr		Rate/Hr		Rate/Hr			
	Man Hours	Cost by Pos. & Act.	Man Hours	Cost by Pos. & Act.	Man Hours	Cost by Pos. & Act.	Man Hours	Cost by Pos. & Act.	Man Hours	Cost by Pos. & Act.	Man Hours	Cost by Pos. & Act.	Man Hours	Cost by Pos. & Act.	Man Hours	Cost by Pos. & Act.	Manhours By Activity	Salary Cost By Activity
Activities for PTSU Operations 2024-2025																		
1. No hours associated with Activity 1		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	-	**$0.00**
2. No hours associated with Activity 2		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	-	**$0.00**
3. PTSU Operations for SR 417		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	-	**$0.00**
4. Manager Overview of SR 429 and SOP and Training Rev		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	-	**$0.00**
5. PTSU Operations for SR 429		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00	-	**$0.00**
Total	-	**$0.00**	-	**$0.00**	-	**$0.00**	-	**$0.00**	-	**$0.00**	-	**$0.00**	-	**$0.00**	-	**$0.00**	-	**$0.00**

Total Basic Activity Metric Field	$93,080.90
Total Basic Activity Metric Home	$2,406.32
Grand Total Amount	$95,487.22

Remainder of this page intentionally left blank.

EXHIBIT “C”

CONFIRMING MINUTES

The Minutes, or other official authorization, authorizing entry into this Agreement is attached and incorporated into this Agreement.

EXHIBIT “D”

ESCROW AGREEMENT

DocuSign Envelope ID: 6A4D10C7-BE7F-4331-9745-EA3D00B03551

THREE PARTY ESCROW AGREEMENT

THIS AGREEMENT is made and entered into by and between the State of Florida, Department of Transportation ("FDOT"), Central Florida Expressway Authority (CFX) ("Participant"), and the State of Florida, Department of Financial Services, Division of Treasury ("Escrow Agent"), and shall become effective upon the Agreement's execution by Escrow Agent.

WHEREAS, FDOT and Participant are engaged in the following project ("Project"):

Project Name: I-4 Freeway Management and Active Arterial Management
Project #: 435443-4-82-04
Agency: Central Florida Expressway Authority (CFX)

WHEREAS, FDOT and Participant desire to establish an escrow account for the project.

NOW THEREFORE, in consideration of the premises and the covenants contained herein, the parties agree to the following:

1. An initial deposit will be made into an interest bearing escrow account established hereunder for the purposes of the Project. The escrow account will be opened with the Escrow Agent on behalf of FDOT upon Escrow Agent's receipt and execution of this Agreement.

2. Other deposits to the escrow account may be made during the life of this agreement.

3. Deposits will be delivered in accordance with instructions provided by the Escrow Agent to the FDOT for deposit into the escrow account. A wire transfer or ACH deposit is the preferred method of payment and should be used whenever possible.

4. FDOT's Comptroller or designee shall be the sole signatory on the escrow account with the Escrow Agent and shall have sole authority to authorize withdrawals from the account. Withdrawals will only be made to FDOT or the Participant in accordance with the instructions provided to the Escrow Agent by FDOT's Comptroller or designee.

5. Moneys in the escrow account will be invested in accordance with section 17.61, Florida Statutes. The Escrow Agent will invest the moneys expeditiously. Income is only earned on the moneys while invested. There is no guaranteed rate of return. Investments in the escrow account will be assessed a fee in accordance with Section 17.61(4)(b), Florida Statutes. All income of the investments shall accrue to the escrow account.

6. Unless instructed otherwise by FDOT, all interest accumulated in the escrow account shall remain in the account for the purposes of the Project.

DocuSign Envelope ID: 6A4D10C7-BE7F-4331-9745-EA3D00B03551

7. The Escrow Agent agrees to provide written confirmation of receipt of funds to FDOT. FDOT agrees to provide a copy of such written confirmation to Participant upon request.

8. The Escrow Agent further agrees to provide quarterly reports to FDOT concerning the escrow account. FDOT agrees to provide a copy of such quarterly reports to Participant upon request.

9. The Escrow Agent shall not be liable for any error of judgment or for any act done or omitted by it in good faith, or for anything which it may in good faith do or refrain from doing in connection herewith.

10. Escrow Agent shall have no liability for any claim, cost, expense, damage or loss due to the acts or omissions of FDOT and Participant, nor from any separate agreements between FDOT and Participant and shall have no responsibility to monitor or enforce any responsibilities herein or in any separate agreements associated with this Agreement between FDOT and Participant.

11. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.

12. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13. This Agreement shall terminate upon disbursement by the Escrow Agent of all money held by it in the escrow account in accordance with the instructions given by FDOT's Comptroller or designee and notification from FDOT to Escrow Agent that the account is to be closed.

The remainder of this page is blank.

DocuSign Envelope ID: 6A4D10C7-BE7F-4331-9745-EA3D00B03551

IN WITNESS WHEREOF, the parties have duly executed the Agreement on the date(s) below.

DocuSigned by:
Cheryl Morgan
218EF3F95A3D452...
For FDOT-OOC (signature)

Cheryl Morgan Deputy Comptroller, GAO
Name and Title

59-3024028
Federal Employer I.D. Number

03/06/2024 | 9:26 AM EST
Date

Michelle Maikisch (Feb 26, 2024 13:51 EST)
For PARTICIPANT (signature)

Michelle Maikisch, Executive Director
Name and Title

59-1021557
Federal Employer I.D. Number

Feb 26, 2024
Date

FDOT Legal Review:

DocuSigned by:
Giselle Justo
D0F39D9F5E4D4T8...

For Escrow Agent (signature)

James Collins, Director
Name and Title

3/6/24
Date

CONSENT AGENDA ITEM #16

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement

DATE: September 22, 2024

SUBJECT: Approval of Final Ranking and Authorization for Negotiations for Miscellaneous Landscape Design Consultant Services
Contract No. 002121

A request for Letters of Interest for the above referenced project was advertised on August 4, 2024. Three (3) responses were received by the August 19, 2024 deadline. Those firms were Chen Moore and Associates, Inc., KCI Technologies, Inc. and Keith and Associates, Inc.

The Evaluation Committee, after reviewing the Letters of Interest, met on August 27, 2024 and shortlisted all the firms.

The Technical Committee after reviewing the technical proposals heard presentations and prepared its final ranking on September 18, 2024. The result is shown below:

Ranking	**Firm**
1	KCI Technologies, Inc.
2	Keith and Associates, Inc.
3	Chen Moore and Associates

Board approval of the final ranking and authorization to enter into negotiations in ranked order is requested. Once negotiations are completed, approval of the contract will be requested.

Reviewed by:

Don Budnovich, PE
Director of Maintenance

Glenn Pressimone, PE
Chief of Infrastructure

LOI-002121 Technical Committee Meeting – September 18, 2024 Minutes

The Technical Committee for **Miscellaneous Landscape Design Consultant Services, Contract No. 002121** held a duly noticed meeting on Wednesday, September 18, 2024, at 1:00 p.m. in the Pelican Conference Room at the CFX Headquarters, Orlando, Florida.

Committee Members Present:
Donald Budnovich, CFX Director of Maintenance
Chris Bloodwell, CFX Landscape Architect
Matt Bryant, CFX Senior Landscape Maintenace Inspector
Bryce Rainey, CFX Permits and Maintenance Compliance Supervisor
Beth Gruber, City of Orlando Senior Landscape Architect

Other Attendees:
Traci Parks-Chillon, CFX Manager of Procurement

Presentations / Q and A:
Ms. Chillon began each interview with a brief overview of the process and introductions of the Technical Review Committee and the firms. This portion of the meeting is closed to the public and is being recorded in accordance with Florida Statute.

Chen Moore and Associates	1:00 – 1:40 p.m.
KCI Technologies	1:50 – 2:30 p.m.
Keith and Associates, Inc.	2:40 – 3:20 p.m.

Evaluation Portion:
The evaluation portion of the meeting is open to the public in accordance with Florida Statutes. The committee members individually completed their scoring sheets and submitted them for tallying. The score sheets were tallied by utilizing the rankings assigned by each committee member based on the raw scores each proposer received. The scores are as shown:

Firm	Points	Ranking
Chen Moore and Associates	12	3
KCI Technologies	7	1
Keith and Associates, Inc. (KEITH)	11	2

The Technical Review Committee recommends CFX Board approve the ranking and authorize negotiations in ranked order. Don Budnovich approved the minutes on behalf of the Committee.

There being no further business to come before the Committee; the meeting was adjourned at 3:54 p.m.

These are the official minutes of the Technical Review Committee meeting for Contract No. 002121 held Wednesday, September 18, 2024.

Submitted by: Traci Parks-Chillon
Traci Parks-Chillon, Manager of Procurement

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

Donald Budnovich, CFX Director of Maintenance

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TECHNICAL COMMITTEE MEMBER FINAL SUMMARY RANKING

MISCELLANEOUS LANDSCAPE DESIGN CONSULTANT SERVICES
CONTRACT NO. 002121

CONSULTANT	Donald Budnovich Member #1 (RANK)	Chris Bloodwell Member #2 (RANK)	Matt Bryant Member #3 (RANK)	Bryce Rainey Member #4 (RANK)	Beth Gruber Member #5 (RANK)	TOTAL SCORE	RANKING
Chen Moore and Associates	2	3	1	3	3	12	3
KCI Technologies	1	1	2	2	1	7	1
Keith and Associates, Inc.	3	2	3	1	2	11	2

EVALUATION COMMITTEE MEMBERS:

Donald Budnovich Member #1 — Wednesday, September 18, 2024

Chris Bloodwell Member #2 — Wednesday, September 18, 2024

Matt Bryant Member #3 — Wednesday, September 18, 2024

Bryce Rainey Member #4 — Wednesday, September 18, 2024

Beth Gruber Member #5 — Wednesday, September 18, 2024

CONSENT AGENDA ITEM
#17

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*
Director of Procurement

DATE: October 24, 2024

SUBJECT: Approval of Supplemental Agreement No. 2 with Jorgensen Contract Services for Roadway and Bridge Maintenance Services – SR 408, SR 417 and SR 528
Contract No. 002062

Board approval of Supplemental Agreement No. 2 with Jorgensen Contract Services in the amount of $146,114.00 is requested. The original contract was for five years with five one-year renewals.

The work to be performed includes installation of fence and mowing services.

Original Contract	$34,128,600.00
Supplemental Agreement No. 1	$ 2,745,000.00
Supplemental Agreement No. 2	$ 146,114.00
Total	$37,019,714.00

This contract is included in the OM&A Budget.

Reviewed by: _____
Don Budnovich, PE
Director of Maintenance

_____
Glenn Pressimone, PE
Chief of Infrastructure

SUPPLEMENTAL AGREEMENT NO. 2

between

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

and

JORGENSEN CONTRACT SERVICES, LLC

regarding

CONTRACT NO.: 002062

relating to the provision of

ROADWAY AND BRIDGE MAINTENANCE SERVICES – SR 408, SR 417 AND SR 528

THIS SECOND SUPPLEMENTAL AGREEMENT ("Second Supplement") is made and entered into by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), a body politic and corporate and agency of the State of Florida, with its principal place of business located at 4974 ORL Tower Road, Orlando, Florida 32807, and JORGENSEN CONTRACT SERVICES, LLC, a Florida corporation, hereinafter called the "CONTRACTOR". CFX and CONTRACTOR may be herein referred to individually as the "Party" or collectively as the "Parties."

WHEREAS, CFX and CONTRACTOR entered into that certain Agreement for Roadway and Bridge Maintenance Services between CFX and the CONTRACTOR, dated February 8, 2024, as amended or supplemented by that certain Supplemental AgreementNo. 1 between CFX and CONTRACTOR dated October 17, 2024; and

WHERAS, Articles 1.4 of the Scope of Work Agreement provide that the CFX may elect to expand, reduce or delete the extent of each work element described in the Scope of Services as mutually agreed to by the parties.

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

1. The Scope of Service is expanded to include installation of Right of Way fence and mowing of acquired parcels at SR 534 and Narcoossee Road in the amount of $146,114.00 as per the CONTRACTOR's attached proposals dated September 27, 2024.
2. This Supplemental Agreement provides for payment for:
    a. Installation of 2571 LF of black vinyl Right of Way Fence (Eagle Creek) in the amount of $85,330.00,
    b. Mowing of CFX SR 534 Parcels West of Narcoossee Rd (8 Cycles @ $3077 ea.) for a total cost of $24,616.00,
    c. Mowing of CFX SR 534 Parcels East of Narcoossee Rd (8 Cycles @ $4521 ea.) for a total cost of $36,168.00 .
3. Exhibit "B" of the Agreement is hereby amended as follows:
    a. The Total Contract Amount is increased by $146,114.00 to $37,019,714.00.
4. All provisions of said Agreement, or any amendments or supplements thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and the Agreement, or any existing supplements or amendments thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

IN WITNESS WHEREOF, the Parties have made and executed this Supplemental Agreement No. 2: Central Florida Expressway Authority, signing by and through its Director of Procurement, authorized to execute the same by Board action on the 14th day of November 2024, and Jorgensen Contract Services, LLC, signing through its _____, duly authorized to execute same.

JORGENSEN CONTRACT SERVICES, LLC

By:_____

Print Name:_____

Title:_____

ATTEST:_____(SEAL)

Secretary or Notary
If Individual, furnish two witnesses:
By:_____
Print Name:_____

By:_____
Print Name:_____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:_____

Aneth Williams, Director of Procurement

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:_____
Angela J. Wallace, General Counsel

SUPPLEMENTAL AGREEMENT

between

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

and

JORGENSEN CONTRACT SERVICES, LLC

regarding

CONTRACT NO.: 002062

relating to the provision of

ROADWAY AND BRIDGE MAINTENANCE SERVICES – SR 408, SR 417 AND SR 528

THIS FIRST SUPPLEMENTAL AGREEMENT ("First Supplement") is made and entered into by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), a body politic and corporate and agency of the State of Florida, with its principal place of business located at 4974 ORL Tower Road, Orlando, Florida 32807, and JORGENSEN CONTRACT SERVICES, LLC, a Florida corporation, hereinafter called the "CONTRACTOR". CFX and CONTRACTOR may be herein referred to individually as the "Party" or collectively as the "Parties."

WHEREAS, CFX and CONTRACTOR entered into that certain Agreement for Roadway and Bridge Maintenance Services between CFX and the CONTRACTOR, dated February 8, 2024, (collectively, "Agreement"); and

WHERAS, Articles 1.4 of the Scope of Work Agreement provide that the CFX may elect to expand, reduce or delete the extent of each work element described in the Scope of Services as mutually agreed to by the parties.

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

1. The Scope of Service is expanded to include Highway Lighting Maintenance Services in the amount of $2,745,000.00 as per the CONTRACTOR's attached proposal dated August 16, 2024. This Supplemental Agreement provides for payment for 58 months of services at a rate of $55,000 per month ($3,245,000.) but deducts $500,000 for the estimated reduction in Contract services that are not being performed within the SR 417 construction area from International Drive to SR 528 and $55,000.00 allowance for Lighting Maintenance Services.
2. Exhibit "B" of the Agreement is hereby amended as follows:
    a. The Total Contract Amount is increased by $2,745,000.00 to $36,873,600.00.
3. All provisions of said Agreement, or any amendments or supplements thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and the Agreement, or any existing supplements or amendments thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

IN WITNESS WHEREOF, the parties hereto have made and executed this Supplemental Agreement: CENTRAL FLORIDA EXPRESSSWAY AUTHORITY, signing by and through its Director of Procurement, authorized to execute same by Board action on the 12th day of September, 2024, and JORGENSEN CONTRACT SERVICES, LLC, signing its President, duly authorized to execute same.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Robert Johnson Digitally signed by Robert Johnson Date: 2024.10.17 13:12:28 -04'00'
Aneth Williams, Director of Procurement

JORGENSEN CONTRACT SERVICES, LLC

By: _____
Print Name: Douglas W. Colby
Title: President

Approved as to form and legality by legal counsel to CFX
On this 17th day of October, 2024 for its
Exclusive use and reliance.

By: Angela J. Wallace Digitally signed by Angela J. Wallace Date: 2024.10.17 08:56:12 -04'00'
Angela J. Wallace, General Counsel

August 16, 2024

Don Budnovich, P.E.
Director of Maintenance
Central Florida Expressway Authority
Office: 407-690-5334

Contract Name: Roadway and Bridge Maintenance Services- 002062 Lighting Proposal Lump Sum Performance based

Dear: Mr. Budnovich,

Roy Jorgensen Associates, Inc. is pleased to have the opportunity to provide highway lighting services under a monthly lump sum performance based contract with adherence to Performance Items applicable to highway lighting. Provided for below is the proposal for these services and monthly lump sum pricing.

Sincerely,
Sara Henningsgaard
Sara Henningsgaard, P.E.
Vice President
Roy Jorgensen Associates, INC.

General Proposal Conditions:

The scope of work for the proposed lump sum performance-based proposal encompasses; materials, resources, labor, and equipment necessary to meet the CFX maintenance specifications as outlined in the "Highway Lighting Maintenance and Repairs Specifications." The proposed scope of work includes the existing highway lighting infrastructure inventory and nearly completed inventory of lighting infrastructure from the current construction projects on 417. Jorgensen will be provided access to potential claims for warranty covered lighting components from the recently completed and near completed construction projects where applicable.

Price Proposal:

The above services performed will be compensation on a monthly basis of a lump sum value of ***$55,000***.

An adjustment will be applied to Highway Lighting Maintenance lump sum that are included in this supplemental agreement. The adjustment will be made on each 12 month period following the date of this Supplemental Agreement. The adjustments will be based upon the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index for All Urban Customers (all items) CPI-U for the South Region (www.bls.gov/regions/southeast). The adjustment can go up or down based upon the CPI-U for the respective 12-month period. Each adjustment will be based on the CPI-U for the previous 12-month period. The adjustment will be calculated on the most recent CPI-U published at the anniversary date of this Supplemental Agreement and will apply to each payment for the following 12-month period.

CONTRACT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

AND

JORGENSEN CONTRACT SERVICES, L.L.C.

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

CONTRACT NO. 002062

CONTRACT DATE: FEBRUARY 08, 2024
CONTRACT AMOUNT: $34,128,600.00

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

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

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

CONTRACT NO. 002062

FEBRUARY 2024

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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CONTRACT 002062

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Contract No. 002062

This Contract No. 002062 ("Contract") is made this 8th day of February 2024, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, created by Chapter 2014-171, Laws of Florida, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter "CFX," and Jorgensen Contract Services, L.L.C., a Florida Limited Liability Company, registered and authorized to do business in the State of Florida, whose principal address is 3735 Buckeystown Pike, Buckeystown, MD 21717, hereinafter "the CONTRACTOR."

WITNESSETH:

WHEREAS, CFX was created pursuant to Part III, Chapter 348, Florida Statutes (the "CFX Act") to, among other things, construct, improve, maintain, and operate a limited access toll road known as the Central Florida Expressway System, as defined in the CFX Act; and

WHEREAS, CFX has been granted the power under Section 348.754(2)(m) of Florida Statutes, "to do everything necessary or convenient for the conduct of its business and the general welfare of the authority in order to comply with this part or any other law;" **and**

WHEREAS, CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of a contractor to perform roadway and bridge maintenance services on State Road ("SR") SR 408, SR 417, SR 528 and Goldenrod Extension under Contract No. 002062, and related tasks as may be assigned to the CONTRACTOR by CFX; **and**

WHEREAS, on or about October 16, 2023, CFX issued a Request for Proposals seeking qualified contractors to perform such tasks; **and**

WHEREAS, CONTRACTOR was one of three qualified firms that responded to the Request for Proposals and was ultimately selected; **and**

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

1. SERVICES TO BE PROVIDED

The CONTRACTOR shall, for the consideration herein stated and at its cost and expense, perform all of the work and furnish all the labor, materials, equipment, tools, transportation, and supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Scope of Services, and any attachments thereto, attached hereto as **Exhibit "A"** which is hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed, and services provided to the satisfaction of the duly authorized representatives of CFX, who shall have at all times full opportunity to evaluate the Services provided under this Contract.

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

The "Contract Documents", in order of precedence, shall refer to and consist of, individually and collectively, as the:

1.1 This Contract, including insurance policies and bonds,

1.2 The Addenda (if any),

1.3 The Scope of Services (including Maintenance Specifications),

1.4 The Memorandum of Agreement,

1.5 The Method of Compensation,

1.6 The Price Proposal submitted by CONTRACTOR, and

1.7 The Technical Proposal submitted by CONTRACTOR.

2. TERM AND NOTICE

The initial term of the Contract will be five (5) years from the date indicated in the notice to proceed with the Services issued by CFX ("Notice to Proceed"), hereinafter "Initial Contract Term." CFX may elect, in its sole and absolute discretion, to renew the Initial Contract Term with five (5) one (1) year renewal terms (collectively or individually referred to herein as a "Renewal Term").

Renewals may be based, in part, on a determination by CFX that the value and level of service provided by CONTRACTOR are satisfactory and adequate for CFX's needs. If a Renewal Term is exercised, CFX will provide CONTRACTOR with written notice of its intent at least ninety (90) days prior to the expiration of the Initial Contract Term or any applicable Renewal Term. The Initial Contract Term and any Renewal Term exercised by CFX shall be collectively referred to herein as the "Term".

CFX shall have the right to immediately terminate or suspend the Contract, in whole or in part, at any time upon written notice for convenience or written notice for cause for CONTRACTOR's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by CFX (with or without cause) constitute a default by CFX. In the event of a termination for convenience or without cause, CFX shall notify CONTRACTOR (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth in said written notification. CONTRACTOR will be paid for all work properly performed prior to the date of termination. CONTRACTOR will not be paid for special, indirect, consequential, or other undocumented costs and expenses arising from, or out of, the termination of this Contract by CFX in accordance with the terms hereof. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for convenience or for cause.

If CONTRACTOR: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the Notice to Proceed; (iii) fails to perform the work with sufficient, satisfactory, or suitable personnel or with sufficient, satisfactory, or suitable materials to assure the prompt performance of the work items covered or Services required by the Contract; (iv) fails to comply with the terms and conditions of the Contract, or (v) performs unsuitably or unsatisfactorily in the sole and absolute discretion of CFX, or for any other cause whatsoever, fails to carry on the Services in an acceptable manner, CFX will provide notice in writing to the CONTRACTOR of such delay, neglect or default ("Default Notice"). If CONTRACTOR does not correct the default outlined in the Default Notice within the curative period, if any, described in the Default Notice, CFX will have the right, but not the obligation, to remove the work from CONTRACTOR and to declare the Contract in default. If the Contract is declared in default, CFX may elect in its sole and absolute discretion, to terminate all or a portion of the Services, this Contract in whole or in part, or otherwise remove the Services from the Contractor and assign to another contractor the Services set forth in this Contract, with a full reservation of rights against CONTRACTOR and its surety for all damages, losses and costs incurred by CFX as a result of the default by CONTRACTOR.

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

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

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

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

3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES

3.1 CFX agrees to pay CONTRACTOR for services performed in accordance with the Method of Compensation attached hereto as **Exhibit "B"** and incorporated by reference as though set forth fully herein.

3.2 The not to exceed Contract Amount for the Initial Contract Term is $34,128,600.00 as defined in the Price Proposal attached hereto as **Exhibit "D"** and Technical Proposal attached hereto as **Exhibit "C"** incorporated by reference as though set forth fully herein.

4. AUDIT AND EXAMINATION OF RECORDS

4.1 Definition of Records:

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

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

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

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

subcontractor of another CONTRACTOR doing work for CFX during the period of disqualification or suspension. Disqualification shall mean the CONTRACTOR is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.

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

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

5. PUBLIC RECORDS

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

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

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

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

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

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

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

The obligations in this Section 5 shall survive the expiration or termination of this Contract and continue in full force and effect as set forth above.

6. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

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

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

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

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

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

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

7. DISADVANTAGED/MINORITY/WOMEN BUSINESS ENTERPRISES

CFX has adopted a program to provide opportunities for small business, including Disadvantaged/Minority Business Enterprises ("D/MBEs") and Women's Business Enterprises

("WBEs") whereby CFX has adopted CFX Policy BD-1 setting a goal for D/MBE and WBE participation objective ("D/MBE Policy"). CONTRACTOR acknowledges CONTRACTOR has read and reviewed the D/MBE Policy and agrees to comply with the terms and conditions of the D/MBE Policy. Under CFX's program, CONTRACTOR is encouraged to grant small businesses the opportunity to participate in the provision of Services under the Contract with respect to the maintenance and operation of the Central Florida Expressway System in accordance with the D/MBE Policy. CONTRACTOR shall provide information regarding its employment of such businesses, the percentage of payments made to such businesses and others, and compliance with the program requirements of the D/MBE Policy. CONTRACTOR shall provide an annual report to CFX on or before each anniversary of the date indicated in the Notice to Proceed and throughout the Term, regarding use of small business D/MBEs and WBEs and the percentage of payments made to enterprises falling within such categories. Such report shall consolidate the information contained in CONTRACTOR's invoices and shall be in a form reasonably acceptable to CFX.

8. CONTRACTOR INSURANCE AND PERFORMANCE AND PAYMENT BOND

Anything contained herein to the contrary notwithstanding, during the Term of the Contract and for such additional time as may be further required, the CONTRACTOR shall provide, pay for and maintain in full force and effect insurance outlined below for coverage at not less than the prescribed minimum limits of liability, covering the CONTRACTOR'S activities and those of any and all subcontractors (including officers, directors, employees or agents of each and their successors).

Upon execution of the Contract, the CONTRACTOR shall furnish to CFX, Certificates of Insurance bearing an original manual signature of the authorized representative of the insurance company. No Services shall commence under the Contract unless and until the required Certificates of Insurance described herein are in effect and have been approved by CFX. The Certificate of Insurance shall be issued to CFX and shall reference the complete and correct Project number, as well as the full and complete name of each insurance company, including city and state of domicile, as listed by A.M. Best Company.

CONTRACTOR shall carry and keep in force during the period of this Contract, the required amount of coverage as stated below. All insurance must be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a Financial Strength Rating (FSR) of at least "A-"(Excellent) and a Financial Size Category (FSC) of at least Category "X" as defined by A.M. Best Company, or equivalent ratings from another nationally recognized insurance rating service. CONTRACTOR shall carry and keep in force the

following insurance coverage, and provide CFX with correct certificates of insurance (ACORD forms) upon Contract execution:

8.1 Commercial General Liability:

Insurance having a minimum coverage of Two Million Dollars ($2,000,000.00) per occurrence of bodily injury or property damage and a minimum of Five Million Dollars ($5,000,000.00) annual aggregate for both General and Products and Completed Operations. Liability insurance shall be current ISO simplified form including products and completed operations coverage. The contractual liability insurance coverage shall include coverage for responsibilities and liabilities assumed by CONTRACTOR under this Agreement. The specific term for Commercial General Liability coverage for Products and Completed Operations shall be through the applicable statutes of limitation and period of repose under Florida law.

8.2 Business Automobile Liability:

(for bodily injury, death and property damage) having a minimum coverage of Three Million Dollars ($3,000,000.00) for each accident;

8.3 Workers' Compensation Insurance:

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

Such insurance policies shall be without co-insurance, and shall (a) include CFX, and such other applicable parties CFX shall designate, as additional insureds for commercial general liability and business automobile liability, (b) be primary and noncontributory insurance, (c) include contractual liability for commercial general liability, (d) provide that the policy may not be canceled or materially changed without at least thirty (30) days prior written notice to CFX from the company providing such insurance, and (e) provide that the insurer waives any right of subrogation against CFX, to the extent allowed by law and to the extent the same would not void primary coverage for applicable insurance policies. CONTRACTOR shall be responsible for any deductible it may carry. Renewal Certificates of Insurance for all policies shall be submitted by the Contractor so that they are received by CFX no later than thirty (30) calendar days prior to the expiration of existing insurance coverage. Failure by the Contractor to meet this required timeframe shall result in suspension of partial payments on monthly estimates until the certificates

are received and accepted by CFX. Procurement of insurance shall not be construed to limit CONTRACTOR's obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by CFX.

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

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

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

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

8.4 Performance and Payment Bond:

The CONTRACTOR shall furnish to CFX and shall maintain an acceptable surety bond on an annual basis, renewed every year of the term of the Contract and any extensions, in a sum equal to the amount of the term of the Contract that such bond covers. In the event of default by CONTRACTOR in performance under the Contract Documents, the period of coverage for any such surety bond shall be for no less than 270 days after the effective date of any applicable term of the Contract, so that CFX has bond coverage up through the date a replacement contractor and surety is under contract to CFX. Each bond renewal shall be provided to CFX no later than ninety (90) days prior to the expiration of the subject Contract term.. Such bond shall be executed on the form furnished by CFX. The surety shall meet all requirements of the laws of Florida and shall be approved and at all times acceptable to CFX. The surety agent's name, address and telephone number shall be clearly stated on the face of the performance and payment bond.

In the event that the surety executing the bond (although acceptable to CFX at the time of execution of the Contract) subsequently becomes insolvent or bankrupt or becomes unreliable or otherwise unsatisfactory due to any cause which becomes apparent after CFX's initial approval of the

company, then CFX may require that the CONTRACTOR immediately replace the surety bond with a similar bond drawn on a surety company which is reliable and acceptable to CFX. In such event, all costs of the premium for the new bond, after deducting any amounts that might be returned to the CONTRACTOR from its payment of premium on the defaulting bond, will be borne by CFX.

9. CONTRACTOR RESPONSIBILITY

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

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

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

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

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

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

(b) all workplace laws, regulations, and posting requirements;

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

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

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

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

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

9.6 With respect to any employees of CONTRACTOR directly providing work to CFX, CONTRACTOR shall not make any requirement of any such employee or enter into a non-competition agreement with any such employee, whether oral or written, of any kind or nature, that would prohibit those employees from leaving CONTRACTOR's employ and taking employment with any successor of CONTRACTOR to perform roadway and bridge maintenance services on behalf of CFX.

10. INDEMNITY

10.1 CONTRACTOR shall indemnify and hold harmless CFX, and its officers, board members, and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONTRACTOR and other persons employed or utilized by CONTRACTOR in the performance of the Services and this Contract.

10.2 Further, CONTRACTOR shall indemnify, defend and hold harmless CFX, and its respective officers, board members, and employees, from actual suits, actions, claims, demands,

costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONTRACTOR, its subcontractors, officers, agents or employees, or due to any negligent or intentional act or occurrence of omission or commission of the CONTRACTOR, its subcontractors, officers, agents or employees arising from or related to the performances or non-performance of the Services as required hereunder by the CONTRACTOR. This indemnification shall include, without limitation, any misappropriation or violation of third-party copyright, trademark, patent, trade secret, publicity, or other intellectual property rights or other third-party rights of any kind, by or arising out of any one or more of the following:

(a) violation of same by CONTRACTOR, its subcontractors, officers, agents or employees,

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

(c) CFX's full exercise of its rights under any license conveyed to it by CONTRACTOR,

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

(e) CONTRACTOR's failure to include terms in its subcontracts as required by this Contract,

(f) CONTRACTOR's failure to ensure compliance with the requirements of the Contract by its employees, agents, officers, or subcontractors, or

(g) CONTRACTOR's breach of any of the warranties or representations contained in this Contract.

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

further agree that the one percent (1%) is included in the amount negotiated for each authorized task.

11. PRESS RELEASES

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

12. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS

CFX is and shall be and remain the sole owner of all rights, title, and interest in, to, and associated with all plans, documents, software in all forms, hardware, programs, procedures, specifications, drawings, brochures pamphlets, manuals, flyers, models, photographic or design images, negatives, videos and film, tapes, work product, information, data and other items (all whether in preliminary, draft, master, final, paper, electronic, or other form), along with the media on which they reside and with which they interface for function or aesthetics, that are generated or developed with respect to and in connection with this Contract and the performance thereof (collectively, the "CFX Property"). CFX's ownership of CFX Property includes without limitation all common law, statutory and other rights, title, and interest in, to, and associated with trademark, service mark, copyright, patent, trade secret, and publicity (collectively, the "CFX Intellectual Property"). CONTRACTOR, its employees, agents, officers, and subcontractors acknowledge that E-PASS® is CFX's registered trademark name for CFX's electronic toll collection system and comprises a portion of CFX Intellectual Property.

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

For all materials listed hereinabove that are not generated or developed under this Contract or performance hereof, but rather are brought in, provided, or installed by CONTRACTOR (collectively, the "CONTRACTOR Property"), and the intellectual property rights associated therewith (collectively, the "CONTRACTOR Intellectual Property"), CONTRACTOR (its

employees, officers, agents, and subcontractors, which for purposes of this section shall collectively be referred to as "CONTRACTOR") warrants and represents the following:

12.1 CONTRACTOR was and is the sole owner of all right, title and interest in and to all CONTRACTOR Property and CONTRACTOR Intellectual Property; or

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

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

12.4 Subject to Chapter 119, Florida Statutes (Florida Public Records Act), CONTRACTOR shall maintain CFX Property and CFX Intellectual Property in strictest confidence and may not transfer, disclose, duplicate, or otherwise use CFX Property or CFX Intellectual Property in any way, other than in performance of its Services under the terms of this Contract, without the prior written consent of CFX, which may be granted or denied in CFX's sole discretion. CONTRACTOR shall not publish, copyright, trademark, service mark, patent, or claim trade secret, publicity, or other rights of any kind in any of the Property. In ensuring the confidentiality and security of CFX Property and CFX Intellectual Property, CONTRACTOR shall utilize the same standards of protection and confidentiality that CONTRACTOR uses to protect its own property and confidential information, but in no instance less than reasonable care plus the standards set forth anywhere in this Contract.

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

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

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

12.6 CFX's continued use (notwithstanding any temporary suspension of use) of any CONTRACTOR Property or CONTRACTOR Intellectual Property; and

12.7 Notwithstanding sections 12.5 and 12.6, the confidentiality and security provisions contained herein shall survive the term of this Contract for ten (10) years beyond 12.5 and 12.6.

13. PERMITS, LICENSES, ETC.

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

14. NONDISCRIMINATION

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

15. NOTIFICATION OF CONVICTION OF CRIMES

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

16. COMPLIANCE WITH LAWS; EQUAL EMPLOYMENT OPPORTUNITY

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

demotion; transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

17. ASSIGNMENT AND REMOVAL OF KEY PERSONNEL

A significant factor in the decision of CFX to award this Contract to the CONTRACTOR is the level of expertise, knowledge and experience possessed by employees of CONTRACTOR, particularly the Project Manager, Quality Control Manager, Project Superintendent and Contract Support Specialist (the "Key Personnel") and CONTRACTOR's covenant to have employees possessing such expertise, knowledge and experience available at all times to assist in the provision of the Services in accordance with the Scope of Services. Throughout the Term of this Contract, CONTRACTOR shall employ individuals having significant training, expertise, and experience in the areas or disciplines more particularly set forth in the Scope of Services, together with such other areas of expertise or experience, as may be designated from time to time during the Term of this Contract by CFX. When CFX designates an additional area for which expertise or experience shall be required, CONTRACTOR shall use all reasonable and diligent efforts to promptly hire and retain one or more individuals possessing such experience or expertise.

CONTRACTOR shall use commercially reasonable efforts to maintain Key Personnel as employees throughout the Term of the Contract in accordance with the standards and requirements set forth in the Scope of Services. The identity of the individuals, initially assigned to each of such positions by CONTRACTOR, shall be submitted to CFX and CFX shall be notified in advance of any changes in the individuals. The Key Personnel shall be committed to performing Services on this Contract to the extent required.

If prior to the second anniversary of the Effective Date of this Contract, CONTRACTOR removes, suspends, dismisses, fires, transfers, reassigns, lays off, discharges, or otherwise terminates any Key Personnel, CONTRACTOR will use commercially reasonable efforts to replace Key Personnel with employees of like expertise.

Promptly upon request of CFX, CONTRACTOR shall use commercially reasonable efforts to substitute any remove any employee whom CFX considers unsuitable for such work.

18. SUBLETTING AND ASSIGNMENT

CFX has selected CONTRACTOR to perform the Services based upon characteristics and qualifications of CONTRACTOR and its employees. Therefore, CONTRACTOR shall not further sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any

portion thereof, or of the CONTRACTOR's right, title, or interest therein without the written consent of CFX, which may be withheld in CFX'S sole and absolute discretion. Any attempt by CONTRACTOR to dispose of this Contract as described above, in part or in whole, without CFX'S written consent shall be null and void and shall, at CFX's option, constitute a default under the Contract.

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

The approved subcontractor are:

Blurock LLC	Terrel Industries LLC	Safety Systems Barricades Corp.
KMG Fence LLC	MK Guardrail, Inc.	Star Cleaning USA, Inc.

Total Pressure Cleaning Services. Inc.

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

19. DISPUTES

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

20. OTHER SEVERABILITY

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

21. INTEGRATION

It is understood and agreed that the entire agreement of the parties is contained in this Contract herein and that this Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. No waiver, amendment, or modification of these terms hereof will be valid unless in writing, signed by all parties and only to the extent therein set forth.

22. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

CONTRACTOR hereby acknowledges that pursuant to Section 287.133(2)(a), Florida Statutes, "a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids,

proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO ($35,000) for a period of 36 months following the date of being placed on the convicted vendor list."

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

23. GOVERNING LAW AND VENUE

This Contract, and all claims, controversies, and causes of action arising out of or relating to this Contract, whether sounding in contract, tort, or statute, shall be governed by, and enforced in accordance with, the internal laws of the State of Florida, including its statutes of limitations, without giving effect to any conflict-of-laws or other rule that would result in the application of the laws of a different jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract. The parties consent to the exclusive jurisdiction of the courts located in Orange County, Florida. The obligations in Section shall survive the expiration or termination of this Contract and continue in full force and effect.

24. RELATIONSHIPS

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

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

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

25. INTERPRETATION

For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Except for reference to women's business enterprises and matters relating thereto, reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If CONTRACTOR discovers any material discrepancy, deficiency, or ambiguity in this Contract, or is otherwise in doubt as to the meaning of any provision of the Contract, CONTRACTOR may immediately notify CFX and request clarification of CFX's interpretation of the Contract.

26. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONTRACTOR hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached documentation supporting the compensation are accurate, complete and current as of the date of this Contract. It is further agreed that said price shall be adjusted to exclude any significant sums where CFX shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one (1) year following the date of final billing or acceptance of the work by CFX, whichever is later.

27. SURVIVAL OF EXPIRATION OR TERMINATION

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

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

27.2 Payment to CONTRACTOR for satisfactory Services performed or for termination expenses, if applicable; and

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

27.4 Obligations upon expiration or termination of the Contract; and

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

28. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

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

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

29. INSPECTOR GENERAL

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

30. E-VERIFY

CONSULTANT (or VENDOR or CONTRACTOR, etc.) shall register with, and utilize, the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by CONSULTANT during the term of the contract. CONSULTANT shall also require that all of its subconsultants register with, and utilize, the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees

hired by the subconsultants for work performed during the term of the Agreement. Note that pursuant to Section 448.095, F.S., there are no exceptions, and the contractor is required to register and use the E-Verify system.

31. APPROPRIATION OF FUNDS

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

32. NOTICE TO THE PARTIES

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

CFX: CENTRAL FLORIDA EXPRESSWAY CFX
4974 ORL Tower Road
Orlando, Florida 32807
ATTN: Director of Maintenance

With a copy to: CENTRAL FLORIDA EXPRESSWAY CFX
4974 ORL Tower Road
Orlando, Florida 32807
ATTN: General Counsel

CONTRACTOR: Jorgensen Contract Services, L.L.C.
Sara Henningsgaard, PE Vice President
3735 Buckeystown Pike
Buckeystown, MD 21717

With a copy to: Jorgensen Contract Services, L.L.C.
John Farnoly, PE Regional Manager

4501 34th Street,
Orlando, FL 32811

33. EXHIBITS

This Contract references the exhibits listed below.

Exhibit "A" Scope of Services
CFX Incident Response Plan
CFX Maintenance Specifications
CFX Area Map (See Addendum No. 1)

Exhibit "B" Method of Compensation
Exhibit "C" Technical Proposal
Exhibit "D" Price Proposal
Exhibit "E" Potential Conflict Disclosure Form

[SIGNATURES TO FOLLOW]

Contract No. 002062

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties as of the day and year first above written. This Contract was awarded by CFX's Board of Directors at its meeting on February 08, 2024.

ACCEPTED AND AGREED TO BY:

JORGENSEN CONTRACT SERVICES, L.L.C.

By: _____

Title President

ATTEST: Cathy Schetrompf (Seal)

DATE: 4-10-2024

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____

Director of Procurement

Print Name: Aneth Williams

Date: 4/18/2024

Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this 18th day of April, 2024 for its exclusive use and reliance.

By: Jo O. Thacker

Jo. O. Thacker, Outside Counsel

CONSENT AGENDA ITEM
#18

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement

DATE: September 22, 2024

SUBJECT: Approval of Second Contract Renewal with Hub Public Risk, Inc. for Insurance Broker Services
Contract No. 001703

Board approval is requested for the second renewal of the referenced contract with Hub Public Risk, Inc. in the amount of $50,000.00 for one year beginning on January 1, 2025 and ending December 31, 2025. The original contract was for three years with two one-year renewals.

The work to be performed includes providing insurance broker services.

Original Contract	$150,000.00
First Renewal	$ 50,000.00
Second Renewal	$ 50,000.00
Total	$250,000.00

This contract is included in the OM&A Budget.

Reviewed by:

Son Nguyen
Risk Manager

Lisa Lumbard
CFO

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 2 AGREEMENT
CONTRACT NO. 001703

THIS CONTRACT RENEWAL NO. 2 AGREEMENT ("Renewal Agreement"), is made and entered into 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 HUB PUBLIC RISK, INC., a Florida profit corporation, registered and authorized to do business in the State of Florida, hereinafter called the ("Contractor"). CFX and Contractor are referred to herein sometimes as a "Party" or the "Parties."

WITNESSETH

WHEREAS, on December 10, 2020, CFX and the Contractor entered into a Contract Agreement (the "Original Agreement"), with a Notice to Proceed date of January 1, 2021, whereby CFX retained the Contractor to provide insurance broker services.

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

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

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

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

3. **Compensation for Renewal Term**. The Contractor shall be compensated for any and all services performed during the Renewal Term under this Renewal Agreement in accordance with the compensation schedule of the Original Agreement in an amount up to $50,000.00 ("Renewal Compensation"). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the Contractor pursuant to the terms of the Original Agreement, and any supplements or amendments thereto.

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

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

IN WITNESS WHEREOF, the Parties have 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 14th day of November 2024, and Hub Public Risk, Inc., signing through its _____, duly authorized to execute same.

HUB PUBLIC RISK, INC.

By:_____

Print Name:_____

Title:_____

ATTEST:_____(SEAL)

Secretary or Notary

If Individual, furnish two witnesses:

By:_____
Print Name:_____

By:_____
Print Name:_____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:_____
Aneth Williams, Director of Procurement

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:_____
Angela J. Wallace
General Counsel

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 1 AGREEMENT
CONTRACT NO. 001703

THIS CONTRACT RENEWAL NO. 1 AGREEMENT ("Renewal Agreement"), is made and entered into this 14th day of September 2023, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called "CFX", and Hub Public Risk, Inc., a Florida profit corporation, registered and authorized to do business in the State of Florida, hereinafter called the ("Contractor"). CFX and Contractor are referred to herein sometimes as a "Party" or the "Parties."

WITNESSETH

WHEREAS, on December 10, 2020, CFX and the Contractor entered into a Contract Agreement (the "Original Agreement"), with a Notice to Proceed date of January 1, 2021, whereby CFX retained the Contractor to provide insurance broker services.

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

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

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

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

3. **Compensation for Renewal Term**. The Contractor shall be compensated for any and all services performed during the Renewal Term under this Renewal Agreement in accordance with the compensation schedule of the Original Agreement in an amount up to $50,000.00 ("Renewal Compensation"). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the Contractor pursuant to the terms of the Original Agreement, and any supplements or amendments thereto.

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

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

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

HUB PUBLIC RISK, INC.

By: Bart Gunter

Print Name: Bart Gunter

Title: President HUB Public Risk

ATTEST: Alexis Phillips (SEAL)

Secretary or Notary

ALEXIS PHILLIPS
MY COMMISSION # GG 365087
EXPIRES: December 10, 2023
Bonded Thru Notary Public Underwriters

If Individual, furnish two witnesses:

By:_____
Print Name:_____

By:_____
Print Name:_____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Date: 2023.09.27 16:40:54 -04'00'

Aneth Williams, Director of Procurement

Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this 26 day of September, 2023 for its exclusive use and reliance.

By: Jo O. Thacker

Jo O. Thacker, Interim General Counsel

CONTRACT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
HUB PUBLIC RISK, INC.

INSURANCE BROKER SERVICES

CONTRACT NO. 001703

CONTRACT DATE: DECEMBER 10, 2020
CONTRACT AMOUNT: $150,000.00

CONTRACT, SCOPE OF SERVICES, METHOD OF COMPENSATION, ADDENDA, PRICE PROPOSAL, AND FORMS

CONTRACT, SCOPE OF SERVICES, METHOD OF COMPENSATION, ADDENDA, PRICE PROPOSAL, AND FORMS

INSURANCE BROKER SERVICES

CONTRACT NO. 001703

DECEMBER 2020

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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CONTRACT 001703

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Contract No. 001703

This Contract is made this 10TH day of December 2020, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, created by Chapter 2014-171, Laws of Florida, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter "CFX," and HUB Public Risk, Inc., a Florida profit corporation, registered and authorized to do business in the State of Florida, whose principal address is 1560 N. Orange Ave., #750, Winter Park, FL. 32789, hereinafter "the CONTRACTOR."

WITNESSETH:

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

WHEREAS, CFX has been granted the power under Section 348.754(2)(m) of Florida Statutes, "to do everything necessary or convenient for the conduct of its business and the general welfare of the authority in order to comply with this part or any other law;" **and**

WHEREAS, CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of a CONTRACTOR to perform Insurance Broker Services under Contract No. 001703, and related tasks as may be assigned to the CONTRACTOR by CFX; **and**

WHEREAS, on or about October 4, 2020, CFX issued a Request for Proposals seeking qualified contractors to perform such tasks; **and**

WHEREAS, CONTRACTOR was the successful one of three qualified firms that responded to the Request for Proposals and was ultimately selected; **and**

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

1. SERVICES TO BE PROVIDED

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

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

2. TERM AND NOTICE

The initial term of the Contract will be three (3) years from the date indicated in the Notice to Proceed from CFX, hereinafter "Initial Contract Term." At the sole discretion and election of CFX, there may be two (2) one-year renewal options, or portions thereof. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by CONTRACTOR are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide CONTRACTOR with written notice of its intent at least 90 days prior to the expiration of the term of the Contract.)

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

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

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

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

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

CFX reserves the right to immediately cancel or immediately terminate this Contract in the event the CONTRACTOR or any employee, servant, or agent of the CONTRACTOR is indicted or has

a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONTRACTOR for on behalf of CFX, without penalty. Such termination shall be deemed a termination for default.

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

3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES

3.1 The Contract Amount for the Initial Contract Term is $150,000.00

3.2 CFX agrees to pay CONTRACTOR for services performed in accordance with the Method of Compensation attached hereto as **Exhibit "B"** and incorporated by reference as though set forth fully herein.

4. AUDIT AND EXAMINATION OF RECORDS

4.1 Definition of Records:

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

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

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

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

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

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

5. PUBLIC RECORDS

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT,

CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 407-690-5000, publicrecords@CFXWay.com, and 4974 ORL Tower Road, Orlando, FL. 32807.

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

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

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

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

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

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONTRACTOR in conjunction with this Contract (including without limitation Contract

Records and Proposal Records, if and as applicable), CONTRACTOR shall immediately notify the CFX. In the event CONTRACTOR has public records in its possession, CONTRACTOR shall comply with the Public Records Act and CONTRACTOR must provide the records to CFX or allow the records to be inspected or copied within a reasonable time. Failure by CONTRACTOR to grant such public access shall be grounds for immediate unilateral termination of this Contract by CFX for cause. Failure to provide the public records to CFX within a reasonable time may subject the CONTRACTOR to penalties under Section 119.10, Florida Statutes.

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

6. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

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

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

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

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

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

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

7. DISADVANTAGED/MINORITY/WOMEN BUSINESS ENTERPRISES

CFX has adopted a program to provide opportunities for small business, including Disadvantaged/Minority Business Enterprises ("D/MBEs") and Women's Business Enterprises ("WBEs"). Under CFX's program, CONTRACTOR is encouraged to grant small businesses the opportunity to participate in CFX's contracts. CONTRACTOR shall provide information regarding its employment of such businesses and the percentage of payments made to such businesses and others. CONTRACTOR shall provide an annual report to CFX on or before each anniversary of the date indicated in the Notice to Proceed and throughout the Term, regarding use of small business D/MBEs and WBEs and the percentage of payments made to enterprises falling within such categories. Such report shall consolidate the information contained in CONTRACTOR's invoices and shall be in a form reasonably acceptable to CFX.

8. CONTRACTOR INSURANCE AND PERFORMANCE AND PAYMENT BOND

Anything contained herein to the contrary notwithstanding, during the term of the Contract and for such additional time as may be further required, the Contractor shall provide, pay for and maintain in full force and effect insurance outlined below for coverage at not less than the prescribed minimum limits of liability, covering the Contractor's activities and those of any and all subcontractors (including officers, directors, employees or agents of each and their successors).

Upon execution of the Contract, the Contractor shall furnish to CFX, Certificates of Insurance bearing an original manual signature of the authorized representative of the insurance company. No Work shall commence under the Contract unless and until the required Certificates of Insurance described herein are in effect and have been approved by CFX. The Certificate of Insurance shall be issued to CFX and shall reference the complete and correct Project number, as

well as the full and complete name of each insurance company, including city and state of domicile, as listed by A.M. Best Company.

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

8.1 Commercial General Liability:

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

8.2 Business Automobile Liability:

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

8.3 Workers' Compensation Insurance:

Coverage, including all coverage required under the laws of the state of Florida (as amended from time to time hereafter);

8.4 Unemployment Insurance:

Coverage in amounts and forms required by Florida law, as it may be amended from time to time hereafter;

8.5 Professional Liability:

Professional Liability Coverage shall have limits of not less than One Million Dollars ($1,000,000) Combined Single Limit (CSL) or its equivalent, protecting the selected firm or individual against claims of CFX for negligence, errors, mistakes or omissions in the performance of services to be performed and furnished by the CONTRACTOR.

8.6 Information Security/Cyber Liability Insurance:

If a data breach is possible, the Contractor shall maintain information security/cyber liability insurance to include Internet Media Liability including cloud computing and mobile devices, for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least the minimum limits listed below.

- Each Occurrence – $1,000,000

- Network Security / Privacy Liability –$1,000,000

- Breach Response/ Notification Sublimit – A minimum limit of 50% of the policy aggregate

- Technology Products E&O – $1,000,000 (Only applicable for Vendors supplying technology related services and or products)

- Coverage shall be maintained in effect during the period of the Agreement and for no less than two (2) years after termination/ completion of the Agreement.

Information Security/Cyber Liability Insurance written on a "claims-made" basis covering Supplier, its employees, subcontractors and agents for expenses, claims and losses resulting from wrongful acts committed in the performance of, or failure to perform, all services under this Agreement, including, without limitation, claims, demand and any other payments related to electronic or physical security, breaches of confidentiality and invasion of or breaches of privacy.

8.7 Commercial Crime Insurance:

If the scope of the contract includes involvement with monies and monetary instruments, the Contractor shall maintain commercial crime insurance having a minimum coverage of Ten Million Dollars ($10,000,000.00) per occurrence and a minimum of Ten Million Dollars ($10,000,000.00) annual aggregate.

8.8 Fiduciary Liability Insurance:

If the scope of the contract includes fiduciary duties, the Contractor shall maintain commercial crime insurance having a minimum coverage of Ten Million Dollars ($10,000,000.00) per claim and a minimum of Ten Million Dollars ($10,000,000.00) annual aggregate.

Such insurance policies shall be without co-insurance, and shall (a) include CFX, and such other applicable parties CFX shall designate, as additional insureds for commercial general liability and business automobile liability, (b) be primary and noncontributory insurance, (c) include contractual liability for commercial general liability, (d) provide that the policy may not be canceled or materially changed without at least thirty (30) days prior written notice to CFX from the company providing such insurance, and (e) provide that the insurer waives any right of subrogation against CFX, to the extent allowed by law and to the extent the same would not void primary coverage for applicable insurance policies. CONTRACTOR shall be responsible for any deductible it may carry. Renewal Certificates of Insurance for all policies shall be submitted by the Contractor so that they are received by CFX no later than thirty (30) calendar days prior to the expiration of existing insurance coverage. Failure by the Contractor to meet this required timeframe shall result in suspension of partial payments on monthly estimates until the certificates are received and accepted by CFX. Procurement of insurance shall not be construed to limit CONTRACTOR's obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by CFX.

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

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

The acceptance of delivery by CFX of any certificate of insurance evidencing the required coverage and limits does not constitute approval or agreement by CFX that the insurance

requirements have been met or the insurance policies shown in the certificates of insurance are in compliance with the requirements.

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

9. CONTRACTOR RESPONSIBILITY

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

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

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

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

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

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

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

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

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

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

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

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

9.6 With respect to any employees of CONTRACTOR directly providing work to CFX, CONTRACTOR shall not make any requirement of any such employee or enter into a non-competition agreement with any such employee, whether oral or written, of any kind or nature, that would prohibit those employees from leaving CONTRACTOR's employ and taking employment with any successor of CONTRACTOR for CFX's toll operations and management services.

10. INDEMNITY

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

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

10.2 violation of same by CONTRACTOR, its subcontractors, officers, agents or employees,

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

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

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

10.6 CONTRACTOR's failure to include terms in its subcontracts as required by this Contract,

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

10.8 CONTRACTOR's breach of any of the warranties or representations contained in this Contract.

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

11. PRESS RELEASES

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

12. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS

CFX is and shall be and remain the sole owner of all rights, title, and interest in, to, and associated with all plans, documents, software in all forms, hardware, programs, procedures, specifications, drawings, brochures pamphlets, manuals, flyers, models, photographic or design images, negatives, videos and film, tapes, work product, information, data and other items (all whether in preliminary, draft, master, final, paper, electronic, or other form), along with the media on which they reside and with which they interface for function or aesthetics, that are generated or developed with respect to and in connection with this Contract and the performance thereof (collectively, the "CFX Property"). CFX's ownership of CFX Property includes without limitation all common law, statutory and other rights, title, and interest in, to, and associated with trademark, service mark, copyright, patent, trade secret, and publicity (collectively, the "CFX Intellectual Property"). CONTRACTOR, its employees, agents, officers, and subcontractors acknowledge that E-PASS® is CFX's registered trademark name for CFX's electronic toll collection system and comprises a portion of CFX Intellectual Property.

CONTRACTOR, its employees, agents, officers, and subcontractors may not use CFX Property or CFX Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of CFX, which may be granted or denied in CFX's sole discretion. CONTRACTOR, its employees, agents, officers, and subcontractors'

access to and/or use of CFX Property and CFX Intellectual Property is without any warranty or representation by CFX regarding same.

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

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

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

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

12.4 Subject to Chapter 119, Florida Statutes (Florida Public Records Act), CONTRACTOR shall maintain CFX Property and CFX Intellectual Property in strictest confidence and may not transfer, disclose, duplicate, or otherwise use CFX Property or CFX Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of CFX, which may be granted or denied in CFX's sole discretion. CONTRACTOR shall not publish, copyright, trademark, service mark, patent, or claim trade secret, publicity, or other rights of any kind in any of the Property. In ensuring the confidentiality and security of CFX Property and CFX Intellectual Property, CONTRACTOR shall utilize the same standards of protection and confidentiality that CONTRACTOR uses to protect its own property and confidential information, but in no instance less than reasonable care plus the standards set forth anywhere in this Contract.

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

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

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

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

12.7 Notwithstanding sections 12.5 and 12.6, the confidentiality and security provisions contained herein shall survive the term of this Contract for ten (10) years beyond 12.5 and 12.6.

13. PERMITS, LICENSES, ETC.

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

14. NONDISCRIMINATION

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

15. NOTIFICATION OF CONVICTION OF CRIMES

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

16. COMPLIANCE WITH LAWS; EQUAL EMPLOYMENT OPPORTUNITY

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

17. ASSIGNMENT AND REMOVAL OF KEY PERSONNEL

A significant factor in the decision of CFX to award this Contract to the CONTRACTOR is the level of expertise, knowledge and experience possessed by employees of CONTRACTOR, particularly the Program Manager, Technical Manager and Project Administrator (the "Key Personnel") and CONTRACTOR's covenant to have employees possessing such expertise, knowledge and experience available at all times to assist in the provision of the services. Throughout the Term of this Contract, CONTRACTOR shall employ individuals having significant training, expertise, and experience in the areas or disciplines more particularly set forth in the Scope of Services, together with such other areas of expertise or experience, as may be designated from time to time during the Term of this Contract by CFX. When CFX designates an additional area for which expertise or experience shall be required, CONTRACTOR shall use all reasonable and diligent efforts to promptly hire and retain one or more individuals possessing such experience or expertise.

CONTRACTOR shall use commercially reasonable efforts to maintain Key Personnel as employees throughout the Term of the Contract. The identity of the individuals, initially assigned to each of such positions by CONTRACTOR, shall be submitted to CFX and CFX shall be notified in advance of any changes in the individuals. The Key Personnel shall be committed to performing services on this Contract to the extent required.

If prior to the second anniversary of the Effective Date of this Contract, CONTRACTOR removes, suspends, dismisses, fires, transfers, reassigns, lays off, discharges, or otherwise

terminates any Key Personnel, CONTRACTOR will use commercially reasonable efforts to replace Key Personnel with employees of like expertise.

Promptly upon request of CFX, CONTRACTOR shall use commercially reasonable efforts to substitute any remove any employee whom CFX considers unsuitable for such work.

18. SUBLETTING AND ASSIGNMENT

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

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

19. DISPUTES

All services shall be performed by the CONTRACTOR to the reasonable satisfaction of CFX's Executive Director (or his delegate), who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Contract, the prosecution and fulfillment of the services described and the character, quality, amount and value thereof. The Executive Director's decision upon all claims, questions and disputes shall be final agency action. Adjustments of compensation and Contract time, because of any major changes in the

work that may become necessary or desirable as the work progresses shall be left to the absolute discretion of the Executive Director (and CFX Board if amendments are required) and supplemental agreement(s) of such nature as required may be entered into by the parties in accordance herewith.

20. OTHER SEVERABILITY

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

21. INTEGRATION

It is understood and agreed that the entire agreement of the parties is contained in this Contract herein and that this Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. No waiver, amendment, or modification of these terms hereof will be valid unless in writing, signed by all parties and only to the extent therein set forth.

22. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

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

CONTRACTOR further acknowledges that pursuant to Section 287.134(2)(a), Florida Statutes, "an entity or affiliate who has been placed on the discriminatory vendor list may not submit a

bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."

23. 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 23.0, Governing Law and Venue, shall survive the expiration or termination of this Agreement and continue in full force and effect.

24. RELATIONSHIPS

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

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

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

25. INTERPRETATION

For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Except for reference to women's business enterprises and matters relating thereto, reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If CONTRACTOR discovers any material discrepancy, deficiency, or ambiguity in this Contract, or is otherwise in doubt as to the meaning of any provision of the Contract, CONTRACTOR may immediately notify CFX and request clarification of CFX's interpretation of the Contract.

26. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

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

27. SURVIVAL OF EXPIRATION OR TERMINATION

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

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

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

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

27.4 Obligations upon expiration or termination of the Contract; and

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

28. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

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

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

29. INSPECTOR GENERAL

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

30. E-VERIFY

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

31. APPROPRIATION OF FUNDS

CFX's performance and obligation to pay under this Agreement are contingent upon an annual budget appropriation by its Board. The parties agree that in the event funds are not appropriated,

this Agreement may be terminated, which shall be effective upon CFX giving notice to the CONTRACTOR to that effect.

32. NOTICE TO THE PARTIES

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

CFX: CENTRAL FLORIDA EXPRESSWAY CFX
4974 ORL Tower Road
Orlando, Florida 32807
ATTN: Risk Manager

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

CONTRACTOR: HUB Public Risk, Inc.
1560 N. Orange Ave., #750
Winter Park, FL. 32789
ATTN: Bart Gunter, President

33. EXHIBITS

This Contract references the exhibits listed below.

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

[SIGNATURES TO FOLLOW]

Contract No. 001703

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties as of the day and year first above written. This Contract was awarded by CFX's Board of Directors at its meeting on December 10 , 2020.

ACCEPTED AND AGREED TO BY:

HUB PUBLIC RISK, INC.

By: _____

Title

MANUELA B. STOKES
MY COMMISSION # GG 308362
EXPIRES: May 21, 2023
Bonded Thru Notary Public Underwriters

ATTEST: Manuela B Stokes (Seal)

DATE: 1-13-21

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:

Director of Procurement

Print Name: Aneth Williams Digitally signed by Aneth Williams Date: 2021.02.09 14:27:28 -05'00'

Date: _____

Approved as to form and execution for the use and reliance by CFX only.

Laura N. Kelly, Associate General Counsel Digitally signed by Laura N. Kelly, Associate General Counsel Date: 2021.02.09 13:55:17 -05'00'

General Counsel for CFX

Exhibit A

SCOPE OF SERVICES

INSURANCE BROKER SERVICES

CONTRACT NO. 001703

The Contractor shall provide a full range of insurance broker services. This Scope of Services describes the services required by CFX including, but are not necessarily limited to, the following:

1. Contractor shall work closely with CFX's Risk Manager to routinely evaluate CFX's risks and make recommendations for the appropriate mitigation of those risks in a cost-beneficial way including:

    a. Analyzing CFX's exposure to loss, the adequacy of coverage and developing options on coverage whether or not currently purchased by CFX.
    b. Performing catastrophe or other modeling to determine levels of exposure to risks.
    c. Assisting CFX in evaluating the appropriate levels for risk retention.
    d. Advising on the various alternatives to handling risks through various forms of insurance, self-insurance, deductible levels, etc.
    e. Advising CFX on insurance matters including, but not limited to, health, life, long term disability, short term disability, vision and dental.
    f. Assisting in the development of risk management policies and procedures for CFX as requested.
    g. Making recommendations for enhancing the risk and insurance management program, including providing input regarding coverage issues outside the current program.
    h. Providing research assistance and consultation on risk management issues.

2. Performing all tasks related to the renewal process for all types of insurance coverages including:

    a. Developing a marketing plan to include competitively soliciting at least 3 quotes from insurance carriers.
    b. Preparing submissions and specifications for which underwriters may bid.
    c. Making a recommendation for carrier selection, including conducting meetings with CFX management to discuss options.
    d. Finalizing the procurement and execution of all policies required on behalf of CFX including negotiating terms, conditions, and price.
    e. Preparing renewal binders and endorsements as appropriate.

3. Preparing and issuing all certificates of insurance within 2 days of request or sooner when such request is specified as an emergency.

4. Coordinating notice of claims and/or losses to underwriters when requested and acting as a facilitator during the claim process.

5. Working closely with insurance carriers and acting as a liaison between CFX and insurance carriers that are contracted by CFX to assist in areas that include, but are not limited to, delivering carrier policies to CFX, handling invoicing issues, and any other issues that may arise.

6. Answering questions and resolving coverage issues related to policy coverage as requested, working with CFX's management, legal counsel and/or auditors in providing needed information and expertise.

7. Responding in a timely manner to audit inquiries and attending meetings related to audits involving risk management when requested.

8. Advising CFX of trends and/or changes in the insurance industry.

9. Making presentations to CFX's Board of Directors, Board Committees or management if requested.

10. Coordinating reporting of claims with third party administrators if applicable.

11. Reviewing CFX contracts as requested to determine if additional risk exposures are present. Assisting CFX in re-evaluating insurance requirements for various contracts (design, construction and service). Reviewing certain leases, agreements for insurance requirements, assumption of liability and other risk management issues as requested.

12. Advising CFX on budgeting for insurance in advance of obtaining quotes for coverage.

13. Preparing and submitting special reports, loss analyzes, etc., as requested.

14. Obtaining proper return premiums, if required, necessitated by mid-term cancellations and validate any additional premiums for accuracy.

15. Coordinating any loss control requests from insurance.

16. Providing assistance upon request for development of a loss control program.

17. Providing general assistance in the administration of CFX's program.

18. Providing additional services as may be assigned in writing by CFX in accordance with the Contract and this Scope of Services.

END OF SCOPE OF SERVICES

CONSENT AGENDA ITEM #19

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*
Director of Procurement

DATE: October 23, 2024

SUBJECT: Approval of Fifth Contract Renewal with Kyra Solutions, Inc. for Image Processing Solutions
Contract No. 001660

Board approval is requested for the fifth renewal of the referenced contract with Kyra Solutions, Inc. in the amount of $951,603.28 for one year beginning on March 1, 2025 and ending February 28, 2026 is requested . The original contract was for one year with renewal options.

The work to be performed includes image review.

Original Contract	$ 1,500,000.00
Supplemental Agreement No. 1	$ 0.00
Contract Renewal No. 1	$ 0.00
Contract Renewal No. 2	$ 500,000.00
Supplemental Agreement No. 2	$ 2,112,000.00
Contract Renewal No. 3	$ 1,150,000.00
Contract Renewal No. 4	$ 0.00
Contract Renewal No. 5	$ 951,603.28
Total	$ 6,213,603.28

This contract is included in the OM&A Budget.

Reviewed by: *David Wynne*

David Wynne
Director of Toll Operations

Jim Greer
Chief Technology/Operations

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 5 AGREEMENT
CONTRACT NO. 001660

THIS CONTRACT RENEWAL NO. 5 AGREEMENT ("Renewal Agreement"), is made and entered into between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called "CFX", and Kyra Solutions, Inc., registered and authorized to do business in the State of Florida, hereinafter called the ("Contractor"). CFX and Contractor are referred to herein sometimes as a "Party" or the "Parties."

WITNESSETH

WHEREAS, on February 13, 2020, CFX and the Contractor entered into a Contract Agreement (the "Original Agreement") whereby CFX retained the Contractor to provide image review services.

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

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

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

2. **Renewal Term**. CFX and Contractor agree to exercise the fifth renewal of said Original Agreement, which renewal shall begin on March 1, 2025 and end on February 28, 2026 ("Renewal Term"), unless otherwise extended as provided in the Original Contract.

3. **Compensation for Renewal Term**. The Contractor shall be compensated for any and all services performed during the Renewal Term under this Renewal Agreement in accordance with the compensation schedule of the Original Agreement in an amount up to $951,603.28 ("Renewal Compensation"). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the Contractor pursuant to the terms of the Original Agreement, and any supplements or amendments thereto.

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

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

IN WITNESS WHEREOF, the Parties have 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 14th day of November 2024, and Kyra Solutions, Inc. signing through its _____, duly authorized to execute same.

KYRA SOLUTIONS, INC.

By:_____
Print Name:_____
Title:_____

ATTEST:_____(SEAL)

Secretary or Notary

If Individual, furnish two witnesses:
By:_____
Print Name:_____

By:_____
Print Name:_____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:_____
Aneth Williams, Director of Procurement

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:_____
Angela J. Wallace
General Counsel

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 4 AGREEMENT
CONTRACT NO. 001660

THIS CONTRACT RENEWAL NO. 4 AGREEMENT ("Renewal Agreement"), is made and entered into this 14th day of December 2023, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called "CFX", and Kyra Solutions, Inc., hereinafter called the ("Contractor"). CFX and Contractor are referred to herein sometimes as a "Party" or the "Parties."

WITNESSETH

WHEREAS, on February 12, 2020, CFX and the Contractor entered into a Contract Agreement (the "Original Agreement") whereby CFX retained the Contractor to provide image review services.

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

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

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

2. **Renewal Term**. CFX and Contractor agree to exercise the first renewal of said Original Agreement, which renewal shall begin on March 1, 2024 and end on February 28, 2025 ("Renewal Term"), unless otherwise extended as provided in the Original Agreement.

3. **Compensation for Renewal Term**. The Contractor shall be compensated for any and all services performed during the Renewal Term under this Renewal Agreement in accordance with the compensation schedule of the Original Agreement in an amount up to $0.00 ("Renewal Compensation"). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the Contractor pursuant to the terms of the Original Agreement, and any supplements or amendments thereto.

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

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

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

KYRA SOLUTIONS, INC.

By: _____
Print Name: Devang Patel
Title: Chief Innovation Officer

ATTEST: _____(SEAL)

Secretary or Notary
If Individual, furnish two witnesses:

By: Cristina Mendes
Print Name: Cristina Mendes

By: Shannon Torres
Print Name: Shannon Torres

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Aneth Williams, Director of Procurement

Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this 27 day of December, 2023 for its exclusive use and reliance.

By: Jo O. Thacker
Jo O. Thacker, Interim General Counsel

DocuSign Envelope ID: 300C199B-ADC7-4045-9AF1-42F76EDDA040

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 3 AGREEMENT
CONTRACT NO. 001660

THIS CONTRACT RENEWAL NO. 3 AGREEMENT ("Renewal Agreement"), is made and entered into this 9th day of February 2023, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called "CFX", and Kyra Solutions, Inc., hereinafter called the ("Contractor"). CFX and Contractor are referred to herein sometimes as a "Party" or the "Parties".

WITNESSETH

WHEREAS, on February 13, 2020, CFX and the Contractor entered into a Contract Agreement (the "Original Agreement") whereby CFX retained the Contractor to provide image review services.

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

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

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

2. **Renewal Term**. CFX and Contractor agree to exercise the third renewal of said Original Agreement, which renewal shall begin on March 1, 2023 and end on February 29, 2024 ("Renewal Term"), unless otherwise extended as provided in the Original Agreement.

3. **Compensation for Renewal Term**. The Contractor shall be compensated for any and all services performed during the Renewal Term under this Renewal Agreement in accordance with the compensation schedule of the Original Agreement in an amount up to $1,150,000.00 ("Renewal Compensation"). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the Contractor pursuant to the terms of the Original Agreement, and any supplements or amendments thereto.

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

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

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

KYRA SOLUTIONS, INC.

By: _____
Print Name: Devang A. Patel
Title: V.P. of Consulting & Projects

ATTEST: _____(SEAL)

Secretary or Notary

If Individual, furnish two witnesses:
By: _____
Print Name: Cristy Mendes

By: _____
Print Name: Elizabeth Layman

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Date: 2023.02.15 15:25:53 -05'00'
Aneth Williams, Director of Procurement

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

By: Laura Newlin Kelly Digitally signed by Laura Newlin Kelly Date: 2023.02.15 14:32:11 -05'00'
Diego "Woody" Rodriguez, General Counsel

DocuSign Envelope ID: A61612DA-70A7-40A0-8EF6-E2443DB7E8D3

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 2

Contract Name: Image Processing Solution

Contract No. 001660

Supplemental Agreement No. 2

This Supplemental Agreement No. 2 entered into this 14th day of April 2022, by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and KYRA SOLUTIONS, INC (the "Contractor"), the same being supplementary to the Contact between the aforesaid, dated February13, 2020, with a Notice to Proceed date of March 1, 2020, for image processing solution.

CFX desires to expand the Scope of Services to add additional image review services due to an increase in volume of images.

The Contractor hereby agrees to provide the additional image review set forth in this Supplemental Agreement No. 2 with an increase of $1,920,000.00 and a 10% contingency of $192,000.00 totaling $2,112,000.00. This Supplemental Agreement No. 2 amount shall be in addition to the Original Contract amount and other supplementals for total Contract amount of $4,112,000.00.

CFX and Contractor agree that this Supplemental Agreement No. 2 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, except insofar as the same is altered and amended by this Supplemental Agreement No. 2.

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Contract Name: Image Processing Solution

Contract No. 001660

Amount of Changes to this document: $2,112,000.00

This Supplemental Agreement No. 2 entered into as of the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Date: 2022.05.04 11:40:47 -04'00'

Aneth Williams Director of Procurement

Date: _____

KYRA SOLUTIONS, INC.

By: _____

Jaydeep A. Patel

Title: VP & Chief Operating Officer

Attest: Cristy Mendes

Cristy Mendes, Office Manager

Date: 5/2/22

Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this ___ day of _____, 2022 for its exclusive use and reliance.

By: Laura Newlin Kelly Digitally signed by Laura Newlin Kelly Date: 2022.05.04 08:46:18 -04'00'

Diego "Woody" Rodriguez, General Counsel

DocuSign Envelope ID: 7EE8B0B7-1AC4-4E8E-9DAD-DB226C18E237

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 2 AGREEMENT
CONTRACT NO. 001660

THIS CONTRACT RENEWAL NO. 2 AGREEMENT ("Renewal Agreement"), is made and entered into this 9th day of December 2021, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called "CFX", and Kyra Solutions, Inc., hereinafter called the("Contractor"). CFX and Contractor are referred to herein sometimes as a "Party" or the "Parties".

WITNESSETH

WHEREAS, on February 13, 2020, CFX and the Contractor entered into a Contract Agreement (the "Original Agreement") whereby CFX retained the Contractor to provide image review services.

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

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

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

2. **Renewal Term**. CFX and Contractor agree to exercise the second renewal of said Initial CFX Contract, which renewal shall begin on March 1, 2022 and end on February 28, 2023 ("Renewal Term"), unless otherwise extended as provided in the Original Contract.

3. **Compensation for Renewal Term**. The Contractor shall be compensated for any and all services performed during the Renewal Term under this Renewal Agreement in accordance with the compensation schedule of the Original Agreement in an amount up to $500,000.00 ("Renewal Compensation"). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the Contractor pursuant to the terms of the Original Agreement, and any supplements or amendments thereto.

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

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

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

KYRA SOLUTIONS, INC.

By: [signature]
Print Name: Devang A. Patel
Title: VP of Consulting & Projects

ATTEST: _____ (SEAL)

Secretary or Notary
If Individual, furnish two witnesses.

By: [signature]
Print Name: Christopher Arguelles

By: [signature]
Print Name: Shannon Torres

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Date: 2022.01.04 20:48:16 -05'00'
Aneth Williams, Director of Procurement

Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this ___ day of _____, 2021 for its exclusive use and reliance.

By: Diego "Woody" Rodriguez Digitally signed by Diego "Woody" Rodriguez Date: 2022.01.04 14:34:04 -05'00'
Diego "Woody" Rodriguez, General Counsel

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 1 AGREEMENT
CONTRACT NO. 001660

THIS CONTRACT RENEWAL NO. 1 AGREEMENT ("Renewal Agreement"), is made and entered into this 11th day of February 2021, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called "CFX", and Kyra Solutions, Inc., hereinafter called the ("Contractor"). CFX and Contractor are referred to herein sometimes as a "Party" or the "Parties".

WITNESSETH

WHEREAS, on February 13, 2020, CFX and the Contractor entered into a Contract Agreement (the "Original Agreement") whereby CFX retained the Contractor to provide image review services.

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

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

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

2. **Renewal Term**. CFX and Contractor agree to exercise the first renewal of said Initial CFX Contract, which renewal shall begin on March 1, 2021 and end on February 28, 2022 ("Renewal Term"), unless otherwise extended as provided in the Original Contract.

3. **Compensation for Renewal Term.** The Contractor shall be compensated for any and all services performed during the Renewal Term under this Renewal Agreement in accordance with the compensation schedule of the Original Agreement in an amount up to $0.00 ("Renewal Compensation"). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the Contractor pursuant to the terms of the Original Agreement, and any supplements or amendments thereto.

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

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

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

KYRA SOLUTIONS, INC.

By: Devang A. Patel
Print Name: Devang A. Patel
Title: VP, Consulting & Projects

ATTEST: _____(SEAL)
Secretary or Notary
If Individual, furnish two witnesses:

By: Cristy Mendez
Print Name: Cristy Mendez

By: _____
Print Name: JAYDEEP A. PATEL

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Date: 2021.02.15 16:30:34 -05'00'
Aneth Williams, Director of Procurement

Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this 15th day of February, 2021 for its exclusive use and reliance.

By: Woody Rodriguez
Diego "Woody" Rodriguez, General Counsel

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Image Processing Solution

Contract No. 001660

Supplemental Agreement No. 1

This Supplemental Agreement No. 1 entered into this 15th day of December 2020, by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and KYRA SOLUTIONS, INC (the "Contractor"), the same being supplementary to the Contact between the aforesaid, dated February 13, 2020, with a Notice to Proceed date of March 1, 2020, for image processing solution.

1. CFX desires to amend the Scope of Services to add additional image review services of images originating from the new Infinity tolling system. This complimentary image review service will provide additional layer of risk management and operation redundancy through geo diversity for CFX. The proposed scope of services includes:
    - Contractor and its subcontractor Global Agility Solutions will provide manual image review operators to work on the following queues, using CFX's Manual Image Review (MIR) system.
    - This service will be provided from offshore location(s) using the Contractor's desktop or laptop.
    - Initially, 6 operators are slated to staff this service to complement CFX's existing image review staff. The staffing level can be revised upwards or downwards per situation.
    - Contractor will charge CFX 1.9 cents, flat fees per single review (per touch).
    - Contractor will use the existing report from CFX's MIR to invoice CFX monthly.
    - Queues will be - Simple jurisdiction, Advanced jurisdiction, Simple registration and Advanced registration.

    Additional queues not mentioned in the scope will be priced separately upon request.

    - CFX will be responsible for providing access to MIR using a secure and timely method.

2. The Contractor hereby agrees to provide the additional services with no increase in the Contact amount.

3. CFX and Contractor agree that this Supplemental Agreement No. 1 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, except insofar as the same is altered and amended by this Supplemental Agreement No. 1.

Contract Name: Image Processing Solution

Contract No. 001660

Amount of Changes to this document: $0.00

This Supplemental Agreement No.1 entered into as of the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Date: 2020.12.18 16:04:22 -05'00'

Director of Procurement

Date: _____

KYRA SOLUTIONS, INC.

By: Devang D. Patel

Title: V.P. Projects & Consulting

Attest: _____

Date: 12/18/2020

Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this 18th day of December, 2020 for its exclusive use and reliance.

By: Woody Rodriguez

Diego "Woody" Rodriguez, General Counsel

CONTRACT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
KYRA SOLUTIONS, INC.

IMAGE PROCESSING SOLUTION

CONTRACT NO. 001660

CONTRACT DATE: February 4, 2020
CONTRACT AMOUNT: $1,500,000.00

CONTRACT
CONTRACT NO. 001660

This Contract No. 001660 (the "Contract" as defined herein below), is made this 13th day of February 2020, between CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called "CFX" and KYRA SOLUTIONS, INC., whose principal place of business is 4454 Florida National Drive, Lakeland, FL 33813, hereinafter the "CONTRACTOR":

WITNESSETH:

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

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

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

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

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

1. SERVICES TO BE PROVIDED

The CONTRACTOR shall, for the consideration herein stated 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 image review services and other services as detailed in the Contract Documents and any amendments, supplements, or modifications thereto.

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

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

1.1 The Contract,
1.2 The Scope of Services,

(collectively, the "Contract").

2. TERM AND NOTICE

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

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

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

notice in writing to the CONTRACTOR of such delay, neglect or default. If the Contract is declared in default, CFX may take over the work covered by the Contract.

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

Upon declaration of default and termination of the Contract, CFX 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. Upon declaration of default and termination of the Contract, CFX may cease making payments to CONTRACTOR and CFX will not be obligated to make any further payments except for the completed work or portion of the completed work. 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. If such circumstances, CONTRACTOR will provide revised project schedule and corrective action plan acceptable to CFX. The financial obligations of this paragraph, as well as any other provision of the Contract which by its nature and context survives the expiration of earlier termination of the Contract, shall survive the expiration or earlier termination of the Contract.

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

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

3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES

3.1 The rate will be $0.05 per transaction up to Contract amount of $1,500,000.00. Kyra will utilize Global Agility Solution as a subcontractor on this project.

4. AUDIT AND EXAMINATION OF RECORDS

4.1 Definition of Records:

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

CONTRACTOR in determining labor, unit price, or any other component of a bid submitted to CFX.

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

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

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

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

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

5. MINORITY AND WOMEN'S BUSINESS ENTERPRISES

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

6. CONTRACTOR RESPONSIBILITY

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

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

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

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

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

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

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

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

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

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

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

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

7. 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:

7.1 violation of same by CONTRACTOR, its subcontractors, officers, agents or employees,

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

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

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

7.5 CONTRACTOR's failure to include terms in its subcontracts as required by this Contract,

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

7.7 CONTRACTOR's breach of any of the warranties or representations contained in this Contract.

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

8. PUBLIC RECORDS

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

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

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

8.2 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.

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

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

agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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

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

9. PRESS RELEASES

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

10. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS

The term "CFX Software/Hardware" refers to all software, hardware, programs, procedures, that are owned by CFX.

CFX is and shall be and remain the sole owner of all rights, title, and interest in, to, and associated with all plans, documents, CFX Software/Hardware, 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 CFX 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.

CONTRACTOR, its employees, agents, officers, and subcontractors may not use CFX Property or CFX Intellectual Property (defined broadly to include CFX's trademarks,

service marks, copyrights, patents, trade secrets, and publicity) 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.

CFX, its employees, agents, officers, and subcontractors may not use CONTRACTOR Property or CONTRACTOR Intellectual Property in any way, other than under the terms of this Contract, without the prior written consent of CONTRACTOR, which may be granted or denied in CONTRACTOR's sole discretion.

All images, data, results and materials generated under the terms of this Contract, and by way of CONTRACTOR Property and CONTRACTOR Intellectual Property, is the sole Property of CFX (collectively, the "CFX Property and CFX Intellectual Property").

For CONTRACTOR Property and 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:

10.1 CONTRACTOR was and is the sole owner of all right, title and interest in and to all CONTRACTOR Property and CONTRACTOR Intellectual Property; OR

10.2 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 utilize the CONTRACTOR Property and CONTRACTOR Intellectual Property for the full performance of this Contract; and that the CONTRACTOR is current and will remain current on all royalty payments due and payable under any license where CONTRACTOR is licensee for the term(s) of this Contract; AND

10.3 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 use of the CONTRACTOR Property and CONTRACTOR Intellectual Property during the term(s) of this Contract; AND

10.4 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 CFX Property. In ensuring the

confidentiality and security of CFX Property and CFX Intellectual Property, CONTRACTOR shall utilize the same standards of protection and confidentiality that CONTRACTOR uses to protect its own property and confidential information, but in no instance less than reasonable care plus the standards set forth anywhere in this Contract.

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

The provisions of this Section shall survive for ten years after the term of this Contract, unless required by law or court order.

11. 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.

12. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

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

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

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

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

13. NONDISCRIMINATION

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

14. SUBLETTING AND ASSIGNMENT

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

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

15. DISPUTES

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

16. OTHER SEVERABILITY

If any section of this Contract, other than the immediately preceding Prevailing Party Attorneys' Fees section, be judged void, unenforceable or illegal, then the illegal provision shall be, if at all

possible, interpreted or re-drafted into a valid, enforceable, legal provision as close to the parties' original intention, and the remaining portions of the Contract shall remain in full force and effect and shall be enforced and interpreted as closely as possible to the parties' intention for the whole of the Contract.

17. GOVERNING LAW

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

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

18. 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.

19. INTERPRETATION

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

nullifies all prior and contemporaneous negotiations, representations, understandings, and agreements, whether written or oral, with respect to the subject matter hereof.

22. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

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

23. SURVIVAL OF EXPIRATION OR TERMINATION

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

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

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

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

23.4 Obligations upon expiration or termination of the Contract; and

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

24. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

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

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

25. INSPECTOR GENERAL

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

26. ASSIGNMENT

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

27. VERIFY

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

28. APPROPRIATION OF FUNDS

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

29. COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

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

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

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

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

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

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

30. NOTICE TO THE PARTIES

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the

party to whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to wit:

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

CENTRAL FLORIDA EXPRESSWAY (CFX)
4974 ORL Tower Road
Orlando, Florida 32807
ATTN: Chief of Technology & Operations

CONTRACTOR: KYRA SOLUTIONS, INC.
4454 Florida National Drive
Lakeland, FL 33803
Attn: Devang Patel

31. FORCE MAJEURE

Neither party shall be liable for any loss or delay resulting from any force majeure event, including acts of God, fire, natural disaster, terrorism, labor stoppage, war or military hostilities, or in ability of carriers to make scheduled deliveries, and any payment or delivery date shall be extended to the extent of any delay resulting from any force majeure event.

32. INSPECTOR GENERAL.

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

33. PUBLIC ENTITY CRIME INFORMATION.

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."

34. ANTI-DISCRIMINATION STATEMENT.

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

35. EXHIBITS

This Contract references the exhibits listed below.

Exhibit "A" Scope of Services

[SIGNATURES TO FOLLOW]

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Print Name: Aneth Williams

'20 FEB 19 AM10:01

CONTRACTOR

By: Devang A. Patel
Signature

Devang A. Patel
Print Name

VP, Projects & Consulting
Title

ATTEST: _____ (Seal)

DATE: 02/18/2020

Approved as to form and execution, only.

_____
General Counsel for CFX

Kyra Solutions

Dear Jim, and Dave,

Thank you for giving Kyra Solutions, Inc. the opportunity to submit to you our task order for the Image Processing Solution at the Central Florida Expressway Authority (CFX). The document that follows will discuss the scope and our approach to help CFX improve its timely processing for image-based transactions from legacy toll plazas.

Thank you,

Devang A. Patel

Devang Patel, PMP

Kyra's Scope of Services:

Kyra will provide end to end image review application, infrastructure and labor to provide image review as a service.

Kyra will process images through OCR and / or Manual Image review (double-blind review) and provide results to CFX in a predetermined format.

All manual image reviews will be performed through Kyra's Manual Image Review Application (MIRA), and OCR that has been in production at THEA for 2+ years and providing very high accuracy results.

Kyra has formed the partnership (Kyra's subcontractor) with Manual Image Review Operator to provide help with labor portion of image review. The partner firm has been in the image review business for several years and manages multiple agencies' manual image review tasks. Manual image review will be performed offshore.

By adding Kyra's OCR (KARS), CFX can increase the automation rate for legacy plaza transactions and reduce workload on manual image review operations. Kyra has successfully increased 20%+ automation rate at THEA while maintaining a high accuracy rate.

CFX's responsibilities:

CFX will consume the results provided by Kyra in its database.

CFX will flag the transactions that are being sent to Kyra for processing to avoid duplication of work.

Kyra Solutions

Pricing and Assumptions

Scope of services	Price / Transaction	Comments
Image Review Services	5 cents per transaction	Kyra will charge flat fees of 5 cents per transaction.
Total contract value is expected to be $1,500,000 and the duration of the contract term is one year, beginning 02/14/2020 with 4(four) one-year extension option at CFX's discretion.		

- In the event images can't be read via manual review due to a variety of reasons, unreadable images will be charged on a per transaction basis.
- CFX will pay based on the results received by CFX's back office.
- Adequate network bandwidth is available to support the operations.
- Kyra will use an existing interface with CFX, for receiving and sending images, transactions and results.
- Kyra's subcontractor (Global Agility Solution, Austin, TX) portion will be approximately up to $450,000 of total value.
- If CFX chooses, Kyra will compare the results with POSI, or Trusted list provided by CFX.
- Contract can be terminated by either party with 30 days written notice.
- Kyra will provide monthly billing to CFX, Payment terms: Net - 30

Gold Microsoft Partner · Florida Water · Inc. 5000 · Best · GSA Contract Holder

CONSENT AGENDA ITEM
#20

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement

DATE: September 22, 2024

SUBJECT: Approval of Fifth Contract Renewal with Transportation Operations & Management Solutions, LLC for Toll Facilities Operations and Management Services
Contract No. 002079

Board approval is requested for the fifth renewal of the referenced contract with Transportation Operations & Management Solutions, LLC in the amount of $20,049,110.41 for one year beginning on December 26, 2024 and ending December 25, 2025. The original contract was for five years with five one-year renewal options.

The work to be performed includes operations and management services of CFX's toll facilities.

Original Contract	$ 67,274,165.81
Supplemental Agreement No. 1	$ 370,266.44
Supplemental Agreement No. 2	$ 3,727,219.25
First Renewal	$ 46,950,258.22
Second Renewal	$ 16,848,135.02
Supplemental Agreement No. 3	$ 0.00
Third Renewal	$ 18,927,629.52
Fourth Renewal	$ 19,481,303.93
Fifth Renewal	$ 20,049,110.41
Total	$ 193,628,088.60

This contract is included in the OM&A Budget.

Reviewed by: David Wynne
David Wynne
Director of Toll Operations

Jim Greer
Chief of Technology/Operations

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 5 AGREEMENT
CONTRACT NO. 002079

THIS CONTRACT RENEWAL NO. 5 AGREEMENT ("Renewal Agreement") is made and entered into 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 TRANSPORTATION OPERATIONS & MANAGEMENT SOLUTIONS, LLC, a Foreign Limited Liability Company registered to do business in Florida, hereinafter called the ("Contractor"). CFX and Contractor are referred to herein sometimes as a "Party" or the "Parties."

WITNESSETH

WHEREAS, on November 12, 2015, CFX and the Contractor entered into a Contract Agreement (the "Original Agreement") whereby CFX retained the Contractor to provide operation and management of toll facilities services.

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

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

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

2. **Renewal Term**. CFX and Contractor agree to exercise the fifth renewal of said Original Agreement, which renewal shall begin on December 26, 2024 and end on December 25, 2025 ("Renewal Term"), unless otherwise extended as provided in the Original Agreement.

3. **Compensation for Renewal Term**. The Contractor shall be compensated for any and all services performed during the Renewal Term under this Renewal Agreement in accordance with the attached **Exhibit "B"** in an amount up to $20,049,110.41 ("Renewal Compensation"). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the Contractor pursuant to the terms of the Original Agreement, and any supplements or amendments thereto.

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

In the event of a conflict between the provisions of this Renewal Agreement and the Original Agreement, or any existing supplements or amendments thereto, the provisions of this Renewal Agreement, shall take precedence.

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

IN WITNESS WHEREOF, the Parties have 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 14th day of November 2024, and Transportation Operations & Management Solutions, LLC, signing through its _____, duly authorized to execute same.

TRANSPORTATION OPERATIONS & MANAGEMENT SOLUTIONS, LLC

By:_____
Print Name:_____
Title:_____

ATTEST:_____(SEAL)

Secretary or Notary
If Individual, furnish two witnesses:

By:_____
Print Name:_____

By:_____
Print Name:_____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:_____
Aneth Williams, Director of Procurement

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:_____
Angela J. Wallace, General Counsel

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 4 AGREEMENT
CONTRACT NO. 002079

THIS CONTRACT RENEWAL NO. 4 AGREEMENT ("Renewal Agreement") is made and entered into this 12th day of October 2023, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called "CFX", and Transportation Operations & Management Solutions, LLC (formerly, Shimmick Construction Company, Inc.), a Foreign Limited Liability Company registered to do business in Florida, hereinafter called the ("Contractor"). CFX and Contractor are referred to herein sometimes as a "Party" or the "Parties."

WITNESSETH

WHEREAS, on November 12, 2015, CFX and the Contractor entered into a Contract Agreement (the "Original Agreement") whereby CFX retained the Contractor to provide operation and management of toll facilities services.

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

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

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

2. **Renewal Term**. CFX and Contractor agree to exercise the fourth renewal of said Original Agreement, which renewal shall begin on December 26, 2023 and end on December 25, 2024 ("Renewal Term"), unless otherwise extended as provided in the Original Agreement.

3. **Compensation for Renewal Term**. The Contractor shall be compensated for any and all services performed during the Renewal Term under this Renewal Agreement in accordance with the attached **Exhibit "B"** in an amount up to $19,481,303.93 ("Renewal Compensation"). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the Contractor pursuant to the terms of the Original Agreement, and any supplements or amendments thereto.

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

In the event of a conflict between the provisions of this Renewal Agreement and the Original Agreement, or any existing supplements or amendments thereto, the provisions of this Renewal Agreement, shall take precedence.

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

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

TRANSPORTATION OPERATIONS & MANAGEMENT SOLUTIONS, LLC

By: _____
Print Name: Lee Wilcox
Title: President

ATTEST: _____ (SEAL)

Secretary or Notary
If Individual, furnish two witnesses:

By: _____
Print Name: Cindy Adamos, Sr. Director Contracts

By: _____
Print Name: Eva Podsiadly, Office Manager

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Aneth Williams, Director of Procurement

Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this 27th day of November, 2023 for its exclusive use and reliance.

By: _____
[redacted], Interim General Counsel

Laura L. Kelly, Associate General Counsel

ASSIGNMENT AND ASSUMPTION AGREEMENT

SHIMMICK CONSTRUCTION
COMPANY, INC., TRANSPORTATION OPERATIONS & MANAGEMENT
SOLUTIONS, LLC and CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TOLL FACILITIES OPERATIONS AND MANAGEMENT SERVICE

CONTRACT NO. 001071

CONTRACT DATE: September 1, 2023

ASSIGNMENT AND ASSUMPTION AGREEMENT AND CONSENT TO ASSIGNMENT

This Assignment and Assumption Agreement and Consent to Assignment (this "**Assignment**") is made as of September 1, 2023 by and between Shimmick Construction Company, Inc., a California corporation ("**Assignor**"), Transportation Operations & Management Solutions, LLC, a Delaware limited liability company ("**Assignee**"), and Central Florida Expressway Authority, a body and politic agency of the State of Florida ("**Beneficiary**"). Assignor, Assignee, and Beneficiary may be individually referred to herein as, a "**Party**" and collectively as, the "**Parties**".

RECITALS

A. AECOM Energy & Construction, Inc. (f/ka/URS Energy & Construction, Inc.) ("**Predecessor**") and Beneficiary executed that certain Toll Facilities Operations and Management Services Contract No. 001071, dated November 12, 2015 (the "**Agreement**") for the operation and management of toll facilities (the "**Project**"). Defined terms used but not otherwise defined herein shall have the meanings given to them in the Agreement. Effective as of January 25, 2020, Predecessor assigned the Agreement to Assignor pursuant to that certain Assignment and Assumption Agreement, consent to Assignment and Amendment to Agreement, by and among Predecessor, Assignor and Beneficiary.

B. Section 17 of the Agreement allows Assignor to assign the Agreement with Beneficiary's prior written consent.

C. Assignor desires to assign the Agreement to Assignee and Assignee desires to accept and assume the Agreement, and Beneficiary desires to consent to such assignment and assumption.

AGREEMENT

Accordingly, in consideration of the mutual covenants and promises set forth in this Assignment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Incorporation of Recitals**. The recitals set forth above are incorporated herein and made a part of this Assignment.

2. **Assignment and Assumption**. Assignor hereby assigns, conveys, transfers and delivers to Assignee the Agreement and all of its right, title and interest thereunder. Assignee hereby accepts the assignment and conveyance and hereby assumes and agrees to perform and discharge all of the obligations, duties, liabilities, covenants and responsibilities of Assignor under the Agreement. Beneficiary hereby releases Assignor from all of its obligations and liabilities under the Agreement upon expiration of the current contract renewal term on December 25, 2023.

3. **Conditions Precedent**. This Assignment will be effective upon (the "**Effective Date**"):

a. Each party executing this Assignment;

b. Assignee's delivery of a certificate of insurance in compliance with the Agreement; and

c. Assignee's delivery of a consent of surety evidencing the surety's consent to change the name of the principal on the Performance Bond to the Assignee.

4. **Retention of Key Personnel**. Assignor and Assignee represent and warrant that Assignee shall retain any and all Key Personnel, as defined in the Agreement, during the pendency of the Agreement unless otherwise agreed to in writing by Beneficiary, and Key Personnel shall remain employees of the Assignee for no less than the earlier of three (3) years from the Effective Date or the termination of the Agreement, unless otherwise agreed upon in writing by Beneficiary. Notwithstanding the foregoing, individuals assigned to each Key Personnel position may be dismissed for unsatisfactory performance an any other reason set forth in Section 8 of the Agreement provided that such individuals are replaced with another employee of Assignee having comparable experience and qualifications upon prior notification to Beneficiary in accordance with Section 8 of the Agreement.

5. **Return of Instruments**. Beneficiary covenants to promptly return Assignor's existing Performance Bond upon receipt of the replacement or substitute instrument.

6. **Consent to Assignment**. Beneficiary hereby consents to the assignment of the Agreement to, and the assumption of the Agreement by, Assignee based on the representations of Assignor and Assignee that the Key Personnel, as defined in the Agreement, will remain employees of the Assignee for no less than the earlier of three (3) years from the Effective Date or the termination of the Agreement, unless otherwise agreed upon in writing by Beneficiary and subject to Assignee's ability to replace Key Personnel with another employee having comparable experience and qualifications upon prior notification to Beneficiary in accordance with Section 8 of the Agreement. In the event Beneficiary determines the representations of Assignor or Assignee are incorrect or untrue with regard to the Key Personnel, Beneficiary reserves the right to immediately terminate the Agreement and shall have no further obligations thereunder. Assignor and Assignee agree to indemnify and hold Beneficiary harmless from and against all liability, loss, and costs (including reasonable attorneys' fees) arising, directly or indirectly, out of the failure or refusal by Assignee to perform and discharge the obligations and liabilities assumed by Assignee as specified in this Assignment.

7. **Entire Agreement**. This Assignment constitutes the entire agreement between the Parties hereto and supersedes all prior agreements, correspondence, conversations and negotiations with respect to the subject matter hereof. This Assignment shall be binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns. Expect as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

8. Severability. If any term or provision of this Assignment or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Assignment or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Assignment shall be valid and enforced to the fullest extent permitted by law.

9. Modification. This Assignment may not be modified or changed except by an instrument in writing duly executed by the Parties hereto, and no waiver of any provision or condition hereof and no consent provided herein shall be effective unless evidenced by an instrument in writing duly executed by the Party hereto seeking to be charged with such waiver or consent.

10. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a dispute regarding enforcement of the terms of this Assignment, the prevailing party will be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party.

11. Counterparts. This Assignment may be executed in counterparts, including by digital or electronic signature, each of which shall be an original and all of which taken together shall constitute one and the same agreement.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have, executed this Assignment as of the Effective Date set forth above.

ASSIGNOR:
SHIMMICK CONSTRUCTION COMPANY, INC.

By: Steven E. Richards
Name: Steven E. Richards
Title: President and Chief Executive Officer

ASSIGNEE:
TRANSPORTATION OPERATIONS & MANAGEMENT SOLUTIONS, LLC

By: Lee Wilcox
Name: Lee Wilcox
Title: President

ACKNOWLEDGED, ACCEPTED AND AGREED:

BENEFICIARY:

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: [signature]
Name: Aneth Williams
Title: Director of Procurement

APPROVED AS TO LEGAL FORM AND SUFFICIENCY FOR EXECUTION BY A SIGNATORY OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Laura L Kelly
Title: Associate General Counsel
Date: 9/1/2023

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 3 AGREEMENT
CONTRACT NO. 001661

THIS CONTRACT RENEWAL NO. 3 AGREEMENT ("Renewal Agreement"), is made and entered into this 8th day of December 2022, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called "CFX", and Shimmick Construction Company, Inc., a California corporation, hereinafter called the ("Contractor"). CFX and Contractor are referred to herein sometimes as a "Party" or the "Parties".

WITNESSETH

WHEREAS, on November 12, 2015, CFX and the Contractor entered into a Contract Agreement (the "Original Agreement") whereby CFX retained the Contractor to provide operation and management of toll facilities services.

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

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

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

2. **Renewal Term**. CFX and Contractor agree to exercise the third renewal of said Original Agreement, which renewal shall begin on December 26, 2022 and end on December 25, 2023 ("Renewal Term"), unless otherwise extended as provided in the Original Agreement.

3. **Compensation for Renewal Term**. The Contractor shall be compensated for any and all services performed during the Renewal Term under this Renewal Agreement in accordance with the attached **Exhibit "B"** in an amount up to $18,927,629.52 ("Renewal Compensation"). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the Contractor pursuant to the terms of the Original Agreement, and any supplements or amendments thereto.

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

In the event of a conflict between the provisions of this Renewal Agreement and the Original Agreement, or any existing supplements or amendments thereto, the provisions of this Renewal Agreement, shall take precedence.

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

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

SHIMMICK CONSTRUCTION COMPANY, INC.

By: Steven E. Richards
Print Name: Steven E. Richards
Title: President

ATTEST:_____(SEAL)

Secretary or Notary
If Individual, furnish two witnesses:

By: R Kemnitz
Print Name: 12/12/2022 Rowdy Kemnitz

By: B White
Print Name: 12/12/2022 Brad White

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Date: 2022.12.14 10:02:17 -05'00'
Aneth Williams, Director of Procurement

Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this ___ day of _____, 2022 for its exclusive use and reliance.

By: Laura Newlin Kelly Digitally signed by Laura Newlin Kelly Date: 2022.12.13 15:06:33 -05'00'
Diego "Woody" Rodriguez, General Counsel

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 3

Contract Name: Toll Facilities Operations and Management Services
Contract No. 001661

This Supplemental Agreement No. 3 is entered into this 31st day of August 2022 by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY("CFX"), and SHIMMICK CONSTRUCTION COMPANY, INC., (the "Contractor"), the same being supplementary to the Contract between the aforesaid, dated November 12, 2015, for Toll Facilities Operations and Management Services (the "Contract").

1. CFX desires to adjust the minimum hourly rates for all hourly staff on the contract by one dollar per hour effective September 3, 2022 to December 25, 2022 in accordance with the attached **Exhibit A**.

2. CFX and Contractor agree to one dollar per hour increase in wages for all hourly positions.

3. CFX and the Contractor agree that this Supplemental Agreement No. 3 shall not alter or change in any manner the force and effect of the Contract and Supplemental Agreements thereto except insofar as the same is altered and amended by this Supplemental Agreement No. 3; that acceptance of this Supplemental Agreement No. 3 signifies the Contractor's waiver of all future rights for additional compensation which is not already defined herein or in the fee proposal.

SUPPLEMENTAL AGREEMENT NO. 3

Contract Name: Toll Facilities Operations and Management Services
Contract No. 001661

Cost of additional services: $0.00

This Supplemental Agreement No. 3 entered into as of the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Date: 2022.09.07 10:43:21 -04'00'
Aneth Williams, Director of Procurement

SHIMMICK CONSTRUCTION COMPANY, INC.

By: Steven E. Richards

Steven Richards
Print Name

Title: President and CEO

ATTEST: (SEAL)

Secretary or Notary

ALISON A OSBORN
Notary Public
State of Colorado
Notary ID # 19944018490
My Commission Expires 11-14-2022

If Individual, furnish two witnesses:

By:
Print Name: Alison Osborn

By:
Print Name:

Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this ___ day of _____, 2022 for its exclusive use and reliance.

By: Laura Newlin Kelly Digitally signed by Laura Newlin Kelly Date: 2022.09.06 16:07:41 -04'00'
Diego "Woody" Rodriguez, General Counsel

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 2 AGREEMENT
CONTRACT NO. 001661

THIS CONTRACT RENEWAL NO. 2 AGREEMENT ("Renewal Agreement"), is made and entered into this 14th day of October 2021, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called "CFX", and Shimmick Construction Company, Inc., a California corporation, hereinafter called the ("Contractor"). CFX and Contractor are referred to herein sometimes as a "Party" or the "Parties".

WITNESSETH

WHEREAS, on November 12, 2015, CFX and the Contractor entered into a Contract Agreement (the "Original Agreement") whereby CFX retained the Contractor to provide operation and management of toll facilities services.

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

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

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

2. **Renewal Term**. CFX and Contractor agree to exercise the second renewal of said Initial CFX Contract, which renewal shall begin on December 26, 2021 and end on December 25, 2022 ("Renewal Term"), unless otherwise extended as provided in the Original Contract.

3. **Compensation for Renewal Term**. The Contractor shall be compensated for any and all services performed during the Renewal Term under this Renewal Agreement in accordance with the attached **Exhibit "B"** in an amount up to $16,848,135.02 ("Renewal Compensation"). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the Contractor pursuant to the terms of the Original Agreement, and any supplements or amendments thereto.

4. **Effect on Original Agreement**. All terms and conditions of said Original Agreement and any supplements and amendments thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein, with the addition of the following:

a) CFX will look to conduct a salary/wage analysis for the positions associated with this contract to determine if we are positioned properly in the market. Based on the results of the survey if needed, CFX would then look to implement any salary or wage changes with a supplemental adjustment to the contract effective July 1, 2022 pending Board approval.

In the event of a conflict between the provisions of this Renewal Agreement and the Original Agreement, or any existing supplements or amendments thereto, the provisions of this Renewal Agreement, shall take precedence.

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

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

SHIMMICK CONSTRUCTION CO., INC.

By: _____
Print
Name: Brad White
Title: Vice President

_____(SEAL)
ATTEST:

Secretary or Notary
If Individual, furnish two witnesses:

By: _____
Print Name: _____

By: _____
Print Name: _____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Date: 2021.10.18 16:52:55 -04'00'
Aneth Williams, Director of Procurement

Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this ___ day of _____, 2020 for its exclusive use and reliance.

By: Diego "Woody" Rodriguez Digitally signed by Diego "Woody" Rodriguez Date: 2021.10.18 11:03:19 -04'00'
Diego "Woody" Rodriguez, General Counsel

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 1 AGREEMENT
CONTRACT NO. 001661

THIS CONTRACT RENEWAL NO. 1 AGREEMENT ("Renewal Agreement"), is made and entered into this 12th day of November 2020, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called "CFX", and Transportation Operations & Management Solutions, a registered name of Shimmick Construction Company, Inc., a California corporation, hereinafter called the ("Contractor"). CFX and Contractor are referred to herein sometimes as a "Party" or the "Parties".

WITNESSETH

WHEREAS, on November 12, 2015, CFX and the Contractor entered into a Contract Agreement (the "Original Agreement") whereby CFX retained the Contractor to provide operation and management of toll facilities services.

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

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

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

2. **Renewal Term**. CFX and Contractor agree to exercise the first renewal of said Initial CFX Contract, which renewal shall begin on December 26, 2020 and end on December 25, 2021 ("Renewal Term"), unless otherwise extended as provided in the Original Contract.

3. **Compensation for Renewal Term**. The Contractor shall be compensated for any and all services performed during the Renewal Term under this Renewal Agreement in accordance with the method of compensation of the Original Agreement in an amount up to $16,950,258.22 ("Renewal Compensation"). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the Contractor pursuant to the terms of the Original Agreement, and any supplements or amendments thereto.

4. **Effect on Original Agreement**. All terms and conditions of said Original Agreement and any supplements and amendments thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein, with the addition of the following:

1) Upon written direction from CFX, the minimum wage rates for employee positions shown in the table attached will be changed to the new CFX directed minimum wage rates. At that time, employees in these positions shall receive either an increase to the new minimum wage rate or $1.50/hour increase whichever is greater. Upon the effective date of the wage rate change, prices for the identified positions shall increase as shown on the attached backup sheets. In an effort to work in partnership with CFX and in recognition of CFX's consideration for paying employees a "livable" wage, The Contractor has agreed to waive the Fee and G&A on the price increase associate with the $1.50 per hour wage uplift for this extension period. This represents a savings of approximately $94K (annualized). Due to the compounding effect, this waiver is limited to this extension period only and subject to change on future renewals.
2) Contractor will relocate its operations from the CFX Headquarter building to a facility approved by CFX. CFX desires this facility to be up and operationally running as soon as possible on a mutually agreed date but no later than 7/1/2021. The subsequent initial mobilization cost of this facility as well monthly lease will be a pass-through cost to CFX along with the cost to furnish and equip the facility. CFX and Contractor will mutually agree to any terms on the new facility prior to the Contractor signing any agreements for the new facility.

3) Any equipment, furniture, fixtures or such that CFX is invoiced for directly or indirectly charged for will be the property of CFX. This excludes any laptop/desktop computers or any equipment that would be leased by Contractor.
4) Contractor agrees to no longer charge a differential rate for Reload Lane Toll Tag Sales Attendants. All Toll Service Attendants will be trained in Reload Lane operations as a normal part of their job.
5) Contractor will provide an annual evaluation and wage adjustment to employees. All eligible employees will receive an annual merit-based performance evaluation and pay increase averaging approximately 2.5% effective January 2021.
6) Contractor will assume the additional responsibility of the remote monitoring of the Electronic Toll Collection System (ETC) for the Wekiva Parkway (Ponkan, Coronado, Mt. Plymouth) and the Poinciana Parkway (Marigold, KOA) locations or other location to be deployed in the future. The monitoring conducted by the contractor will be in addition to work performed by other CFX Maintenance Contractors. The Contractor will not assume any additional liability for lost revenue due to equipment failure for these locations.

In the event of a conflict between the provisions of this Renewal Agreement and the Original Agreement, or any existing supplements or amendments thereto, the provisions of this Renewal Agreement, shall take precedence.

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

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

TRANSPORTATION OPERATIONS & MANAGEMENT SOLUTIONS, a registered name of SHIMMICK CONSTRUCTION CO., INC.

By: _____
Print Name: BRAD WHITE
Title: VICE PRESIDENT

ATTEST: _____ (SEAL)
Secretary or Notary
If Individual, furnish two witnesses:

MICHAEL ALCIVAR
Notary Public - State of Florida
Commission # HH 48002
My Comm. Expires Sep 29, 2024
Bonded through National Notary Assn.

By: _____
Print Name: _____

By: _____
Print Name: _____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Date: 2020.11.19 09:43:48 -05'00'
Aneth Williams, Director of Procurement

Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this 19 day of November, 2020 for its exclusive use and reliance.

By: Woody Rodriguez
Diego "Woody" Rodriguez, General Counsel

This Contract is now 001661

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 2

Contract Name: Toll Facilities Operations and Management Services

Contract No: 001071

This Supplemental Agreement No. 2 entered into this 10 day of November, 2016 by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and URS ENERGY & CONSTRUCTION, INC., (the "Contractor"), the same being supplementary to the Contract between the aforesaid, dated November 12, 2015, for toll facilities operations and management services, (the Contract").

1. CFX desires to continue the In-Lane Tag Sales Program at the Conway Toll Plaza and expand it to include the John Young and Forest Lake Plazas as detailed in the attached Scope of Work.

2. The Contractor hereby agrees to the expanded scope of services and to the additional amount of $3,727,219.25 which brings the total Contract to $71,371,651.50 with no increase in the term of the Contract. The scope includes providing management, staffing, training, supervision, documentation, and audit and reconciliation services. The Conway Plaza expansion starts April 1, 2017 through December 25, 2020. The John Young services begin on December 1, 2016 through December 25, 2020. The Forest Lake services begin on March 1, 2017 through December 25, 2020.

3. CFX and (Contractor) agree that this Supplemental Agreement No.2 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, except insofar as the same is altered and amended by this Supplemental Agreement No. 2; that acceptance of this Supplemental Agreement No. 2 signifies the (Contractor's) complete and total claim for the terms and conditions of the same and that the (Contractor) waives all future right for additional compensation which is not already defined herein.

This contract is now 001661

SUPPLEMENTAL AGREEMENT NO. 2

Contract Name: Toll Facilities Operations and Management Services

Contract No.: 001071

Amount of Changes to this document: $3,727,219.25

Revised Contract Amount: $71,371,651.50

This Supplemental Agreement No.2 entered into as of the day and year first written above. This Supplemental Agreement was awarded by CFX's Board of Directors at its meeting on November 10, 2016.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Date: 11/22/16

URS ENERGY & CONSTRUCTION, INC.:

By: _____

BRAD WHITE
Print Name

Title: VICE PRESIDENT

AECOM
LEGAL DEPARTMENT
BY: _____
DATE: 11/21/16

Witness: _____

Date: _____

Approved as to form and execution, only.

_____
General Counsel for CFX

Central Florida Expressway Authority (CFX)
URS Energy & Construction, Inc. ("URS")
Contract No. 001071

In-Lane Tag Sales and Account Replenishment
Conway, John Young and Forest Lake Plazas
Scope of Work

Summary

CFX has successfully implemented an operational test program to sell and distribute E-PASS transponders, and replenish E-PASS Accounts in select cash lanes at the Conway Toll Plaza. Given the positive reception of the test program by users of the Expressway System, CFX desires to continue the In-Lane Sales program at the Conway Toll Plaza, and expand it to include the John Young and Forest Lake Toll Plazas. URS will be responsible for providing Toll Service Attendants and other support staff to perform these activities. This will include all related Toll Operations program management, supervision, training, money handling, inventory controls, audit, reconciliation, documentation, and procedures development specific to the work conducted at the plazas. CFX will provide all required in lane hardware, and initial training on software and systems required to be used to process each transaction.

CFX will be providing transponders, related marketing and collateral material, User Agreements, etc. for use by URS personnel as directed. URS personnel will also be trained and equipped to collect cash toll transactions for customers that have entered the lane erroneously. Credit cards will not be accepted for the payment of tolls under this program.

Schedule

URS will be responsible for staffing two lanes at each location seven days per week beginning December 1, 2016 at John Young Plaza and beginning March 1, 2017 at Forest Lake Plaza as follows:

	Hours Staffed	Number of Lanes	Total Hours / Day	Days/ Week	Total Hours / Week	Total Hours / Year
Conway Plaza(Lanes 5 and 15)*	6:00 AM – 8:00 PM	2	28	7	196	10,192
John Young Plaza (Lanes 3 and 10)	6:00 AM – 8:00 PM	2	28	7	196	10,192
Forest Lake Plaza (Lanes 2 and 11)	6:00 AM – 8:00 PM	2	28	7	196	10,192
Total			84		588	30,576
**Conway Plaza lanes opened on May 11, 2016 and shall remain in operation.*						

A detailed listing of total hours required for lane staffing, breaks, audit, supervision, and administration is provided in Change Order No. 001071-2.

Training by URS

URS will provide training on the processes involved for issuing shift tour funds, safeguarding of funds and assets, providing proof of quantity sold, managing inventory on hand, managing deposits, performing audits, and providing documentation to be used by personnel to record all unusual occurrences, etc. This will include, but not be limited to:

1. Tour fund record (to include transponder stock) and all steps involved in beginning a shift.
2. Detailed transaction and revenue accounting processes required.
3. All steps involved in ending a shift.
4. Deposit entry into CFX systems.
    a. Deposit funds for transfer to Brinks for bank processing or other designated party by CFX.
    b. Instructions on how to segregate funds from Toll Payment transactions.

Training by CFX

CFX will provide training to URS provided personnel as required to support the rollout of new releases of the Tag Replenishment and In-Lane Sales (TRAILS) software.

Audit Process

URS shall be responsible for performing and providing to CFX a detailed Audit and Reconciliation accounting for all transactions, revenues, variances, and explanation of variances for each shift worked in a lane. Audit types shall include:
1) The E-PASS in-lane transponder sales and account replenishment funds.
2) The cash tolls collected in the E-PASS Service Lane. The same detailed audit currently used for cash toll collections will also be used for cash toll collected in the E-PASS Service Lane.

URS shall also perform a deposit reconciliation that compares deposited funds to funds received and recorded by the CFX's bank.

Periodic audit of transponder inventory issued to URS and in stock at each plaza will also be conducted.

Inventory Control

1. CFX will issue URS specific quantities of transponders for sale and distribution in the lanes. URS will sign for and take responsibility for the quantity received.
2. URS will securely store transponders in the vault room of each plaza.
3. URS will monitor the level of inventory and inform CFX when the inventory needs to be replenished. This will include tracking and reconciling the inventory reported to be sold and the inventory reported to be on hand.

Documentation

URS will maintain the Standard Operating Procedures (SOP's) and Training Modules that were developed for the test program for the activities described herein. URS will update the SOP and training materials with the release of updated software.

Additional Services

Additional services to be performed by URS in support of the In-Lane Tag Sales program include:

1. Monitoring the level of service being provided in the E-PASS Service Lanes to ensure a high level of customer satisfaction.
2. Periodic observation of TSAs in the lane to ensure proper transaction processing.
3. Quality reviews of the paperwork associated with transponder sales and account replenishment to ensure completeness and consistent adherence to policies.
4. Training of new E-PASS Service Lane staff.
5. Conduct retraining of employees, as necessary.
6. Monitor inventory levels of all items related to conducting business in the E-PASS Service Lanes.
7. Servings as the liaison between TSAs and CFX IT to report system issues and follow up for resolution.
8. Communicating changes to the program to the appropriate staff.
9. Following up with customers if there are customer service issues.
10. Coordinating with the back-office contractor when necessary to resolve customer account issues.

This contract is now 001661

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Toll Facilities Operations and Management Services

Contract No: 001071

This Supplemental Agreement No. 1 entered into this 10th day of March, 2016, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and URS ENERGY & CONSTRUCTION, INC., (the "Contractor"), the same being supplementary to the Contract between the aforesaid, dated November 12, 2015, for toll facilities operations and management services, (the Contract").

1. CFX desires to expand the scope of services to include a pilot program for in-lane transponder sales along with account replenishment as detailed in Exhibit A.

2. The Contractor hereby agrees to the expanded scope of services and to the additional Contract amount of $370,266.44 which brings the total Contract amount to $67,644,432.25 with no increase in the term of the Contract. Although the actual length of the pilot program is undetermined, to establish an estimated amount for the SA, detailed cost for 1 year is provided in Exhibit A. Total man-hours shall not exceed 19,824 without written amendment to the Agreement.

3. Notwithstanding, Article 2. Term and Termination clause, in the original Agreement dated November 12, 2015, CFX may unilaterally terminate the services being provided under this SA with 30 days' written notice for convenience.

4. CFX and Contractor agree that this Supplemental Agreement No.1 shall not alter or change in any manner the force and effect of the Contract except insofar as the same is altered and amended by this Supplemental Agreement No. 1; that acceptance of this Supplemental Agreement No. 1 signifies the Contractor's waiver of all future rights for additional compensation, with respect to this SA, which is not already defined herein or in the fee proposal.

5. This Supplemental Agreement No. 1 is necessary to expand the scope of services to include an operational test for in-lane transponder sales along with account replenishment as detailed in Exhibit A.

This contract is now 001661

SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Toll Facilities Operations and Management Services

Contract No.: 001071

Cost of additional services: $370,266.44

This Supplemental Agreement No. 1 entered into as of the day and year first written above. This Supplemental Agreement was awarded by CFX's Board of Directors at its meeting on March 10, 2016.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

URS ENERGY & CONSTRUCTION, INC.

By: _____

Brad White
Print Name

Title: Vice President

Witness: _____

Date: 3/18/2016

AECOM
LEGAL DEPARTMENT
BY: _____
DATE: 3/14/16

Approved as to form and execution, only.

_____
General Counsel for CFX

EXHIBIT A

SCOPE OF SERVICES

Central Florida Expressway Authority (CFX)
URS Energy & Construction, Inc. ("URS")
Contract No. 001071

In-Lane Tag Sales Operational Test
Scope of Work

Summary

CFX is implementing a program to sell and distribute E-PASS transponders, and replenish E-PASS Accounts in select Toll Plaza cash lanes. The program will be implemented at the Conway Toll Plaza. URS will be responsible for providing Toll Service Attendants to perform these activities. This will include all related Toll Operations program management, supervision, training, money handling, inventory controls, audit, reconciliation, documentation, and procedures development specific to the work conducted at the plaza and the audit process. CFX will provide all required in lane hardware, and initial training on software and systems required to be used to process each transaction.

CFX intends to install signage that notifies customers of the lanes to be used for purchasing transponders and replenishing accounts. CFX will be providing transponders, related marketing and collateral material, User Agreements, etc. for use by URS personnel as directed. URS personnel will also be trained and equipped to collect cash toll transactions during the sale and for customers that have entered the lane erroneously. Credit cards will not be accepted for the payment of tolls under this program.

Schedule

URS will be responsible for staffing two lanes seven days per week beginning April 1, 2016, as follows:

	Hours Staffed	Total Hours / Day	Days/ Week	Total Hours / Week	Total Hours / Year
Lane No. 5	6:00 AM – 8:00 PM	14	7	98	5,096
Lane No. 15	6:00 AM – 8:00 PM	14	7	98	5,096
Total		28		196	10,556

A separate listing of total hours required for lane staffing, breaks, and supervision is provided in Change Order No. 001071-1.

Training by CFX

CFX will facilitate initial training to URS provided personnel on all Customer Service System functionality required to process each transaction. This will include, but not be limited to:

1. Steps involved in selling a prepackaged E-PASS sticker transponder.
2. Steps involved in selling a prepackaged portable transponder.
3. Steps involved in accepting funds to replenish a customer's account.
4. How to document and provide receipts/proof of sale depending on funds received. Funds accepted may be in the form of cash, credit cards, or checks.
5. Training on documentation or information that may be provided to the customer such as referencing them to the E-PASS Service Center website for detailed account setup and activation.

Training by URS

URS will provide training on the processes involved for issuing shift tour funds, safeguarding of funds and assets, providing proof of quantity sold, managing inventory on hand, managing deposits, and providing documentation to be used by personnel to record all unusual occurrences, etc. This will include, but not be limited to:

1. Tour fund record (to include transponder stock) and all steps involved in beginning a shift.
2. Detailed transaction and revenue accounting processes required.
3. All steps involved in ending a shift.
4. Deposit entry into CFX systems.
    a. Deposit funds for transfer to Brinks for bank processing or other designated party by CFX.
    b. Instructions on how to segregate funds from Toll Payment transactions.

URS Audit Process

1. URS will be responsible for providing a detailed Audit and Reconciliation to account for all transactions, revenues, variances, and explanation of variances.
2. A detailed deposit reconciliation process will be developed to compare deposited funds to funds received and recorded by the CFX's bank.
3. Periodic audit of inventory reported to be on hand will be conducted.

Inventory Control

1. CFX will issue URS specific quantities of transponders for sale and distribution. URS will sign for and take responsibility for the quantity received.
2. URS will securely store transponders in the vault room of the plaza.
3. URS will monitor the level of inventory and inform CFX when the inventory needs to be replenished. This will include tracking and reconciling the inventory reported to be sold and the inventory reported to be on hand.

Documentation

1. URS will develop Standard Operating Procedures (SOP's) and Training Modules for the activities described herein.

This contract is now 001661

ASSIGNMENT AND ASSUMPTION AGREEMENT

AECOM ENERGY & CONSTRUCTION, INC., TRANSPORTATION OPERATIONS & MANAGEMENT SOLUTIONS (registered name SHIMMICK CONSTRUCTION COMPANY, INC.) and CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TOLL FACILITIES OPERATIONS AND MANAGEMENT SERVICE

CONTRACT NO. 001071

CONTRACT DATE: DECEMBER 12, 2019

ASSIGNMENT AND ASSUMPTION AGREEMENT, CONSENT TO ASSIGNMENT AND AMENDMENT TO AGREEMENT

This **Assignment and Assumption Agreement, Consent to Assignment and Amendment to Agreement** (this "**Assignment**") is made as of 12/12/2019 by and between AECOM Energy & Construction, Inc. (f/k/a URS Energy & Constructions, Inc.), an Ohio corporation ("**Assignor**"), Transportation Operations & Management Solutions, a registered name of Shimmick Construction Company, Inc., a California corporation ("**Assignee**"), and Central Florida Expressway Authority, a body and politic agency of the State of Florida ("**Beneficiary**"). Assignor, Assignee, and Beneficiary may be individually referred to herein as, a "**Party**" and collectively as, the "**Parties**".

RECITALS

A. Assignor and Beneficiary executed that certain Toll Facilities Operations and Management Services Contract No. 001071, dated November 12, 2015 (the "**Agreement**") for the operation and management of toll facilities (the "**Project**"). Defined terms used but not otherwise defined herein shall have the meanings given to them in the Agreement.

B. Section 17 of the Agreement allows Assignor to assign the Agreement with Beneficiary's prior written consent.

C. Assignor desires to assign the Agreement to Assignee and Assignee desires to accept and assume the Agreement, and Beneficiary desires to consent to such assignment and assumption.

D. As inducement for Beneficiary to consent to Assignor's assignment of the Agreement to Assignee, and contingent upon the effectiveness of such assignment, the Parties desire to amend the Agreement to increase the amount of the performance bond and extend the term required for Contractor to retain Key Personnel.

AGREEMENT

Accordingly, in consideration of the mutual covenants and promises set forth in this Assignment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Incorporation of Recitals. The recitals set forth above are incorporated herein and made a part of this Assignment.

2. Assignment and Assumption. Assignor hereby assigns, conveys, transfers and delivers to Assignee the Agreement and all of its right, title and interest thereunder. Assignee hereby accepts the assignment and conveyance and hereby assumes and agrees to perform and discharge all of the obligations, duties, liabilities, covenants and responsibilities of Assignor under the Agreement. Beneficiary hereby releases Assignor from all of its obligations and liabilities under the Agreement upon expiration of the base contract term in December 2020.

3. Conditions Precedent. This Assignment will be effective upon (the "**Effective Date**"):

a. Each party executing this Assignment;

b. Assignee's delivery of a certificate of insurance in compliance with the Agreement; and

c. Assignee's delivery of (i) a consent of surety evidencing the surety's consent to change the name of the principal on the Performance Bond to the Assignee and (ii) a surety rider evidencing the surety's consent to changing the bond amount to $3,000,000.

4. Return of Instruments. Beneficiary covenants to promptly return Assignor's existing Performance Bond upon receipt of the replacement or substitute instrument.

5. Consent to Assignment. Beneficiary hereby consents to the assignment of the Agreement to, and the assumption of the Agreement by, Assignee.

6. Amendment of Agreement. Conditioned upon the effectiveness of this Assignment and effective upon the Effective Date, the Agreement shall be amended as follows:

a. Section 6.5 of the Agreement is hereby amended by deleting "$1,000,000" from the first sentence and replacing it with "$3,000,000".

b. The third paragraph of Section 8 of the Agreement is hereby amended by deleting "second anniversary of the Effective Date of this Contract" from the first sentence and replacing it with "end of the five-year Contract term".

7. Entire Agreement. This Assignment constitutes the entire agreement between the Parties hereto and supersedes all prior agreements, correspondence, conversations and negotiations with respect to the subject matter hereof. This Assignment shall be binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns. Expect as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

8. Severability. If any term or provision of this Assignment or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Assignment or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Assignment shall be valid and enforced to the fullest extent permitted by law.

9. Modification. This Assignment may not be modified or changed except by an instrument in writing duly executed by the Parties hereto, and no waiver of any provision or condition hereof and no consent provided herein shall be effective unless evidenced by an instrument in writing duly executed by the Party hereto seeking to be charged with such waiver or consent.

10. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a dispute regarding enforcement of the terms of this Assignment, the prevailing party will be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party.

11. Counterparts. This Assignment may be executed in counterparts, each of which shall be an original and all of which taken together shall constitute one and the same agreement.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the Effective Date set forth above.

ASSIGNOR:

AECOM ENERGY & CONSTRUCTION, INC.

By: _____
Name: Brad Lothire
Title: Vice President

ASSIGNEE:

TRANSPORTATION OPERATIONS & MANAGEMENT SOLUTIONS,
a registered name of Shimmick Construction Company, Inc.

By: _____
Name: Paul Camalt
Title: Chief Operating Officer

REVIEWED AND APPROVED BY CFX LEGAL

_____

ACKNOWLEDGED, ACCEPTED AND AGREED:

BENEFICIARY:

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Name: Aneth Williams
Title: Director of Procurement

DIVISION OF CORPORATIONS

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Fictitious Name Detail

Fictitious Name

TRANSPORTATION OPERATIONS & MANAGEMENT SOLUTIONS

Filing Information

Registration Number	G19000075552
Status	ACTIVE
Filed Date	07/11/2019
Expiration Date	12/31/2024
Current Owners	1
County	MULTIPLE
Total Pages	1
Events Filed	NONE
FEI/EIN Number	NONE

Mailing Address

8201 EDGEWATER DRIVE
SUITE 202
OAKLAND, CA 94621

Owner Information

SHIMMICK CONSTRUCTION COMPANY, INC.
8201 EDGEWATER DRIVE, SUITE 202
OAKLAND, CA 94621
FEI/EIN Number: 94-3107390
Document Number: F11000003995

Document Images

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Florida Department of State, Division of Corporations

APPLICATION FOR REGISTRATION OF FICTITIOUS NAME

REGISTRATION# G19000075552

Fictitious Name to be Registered: TRANSPORTATION OPERATIONS & MANAGEMENT SOLUTIONS

Mailing Address of Business: 8201 EDGEWATER DRIVE
SUITE 202
OAKLAND, CA 94621

Florida County of Principal Place of Business: MULTIPLE

FEI Number:

FILED
Jul 11, 2019
Secretary of State

Owner(s) of Fictitious Name:

SHIMMICK CONSTRUCTION COMPANY, INC.
8201 EDGEWATER DRIVE, SUITE 202
OAKLAND, CA 94621 US
Florida Document Number: F11000003995
FEI Number: 94-3107390

I the undersigned, being an owner in the above fictitious name, certify that the information indicated on this form is true and accurate. I further certify that the fictitious name to be registered has been advertised at least once in a newspaper as defined in Chapter 50, Florida Statutes, in the county where the principal place of business is located. I understand that the electronic signature below shall have the same legal effect as if made under oath and I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s. 817.155, Florida Statutes.

GREG DUKELLIS — 07/11/2019

Electronic Signature(s) — Date

Certificate of Status Requested (X) **Certified Copy Requested ( )**

State of Florida
Department of State

I certify from the records of this office that SHIMMICK CONSTRUCTION COMPANY, INC. is a California corporation authorized to transact business in the State of Florida, qualified on October 4, 2011.

The document number of this corporation is F11000003995.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on March 6, 2019, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-sixth day of June, 2019

GREAT SEAL OF THE STATE OF FLORIDA
IN GOD WE TRUST

Secretary of State

Tracking Number: 3396680050CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

State of Florida

Department of State

I certify from the records of this office that TRANSPORTATION OPERATIONS & MANAGEMENT SOLUTIONS is a Fictitious Name registered with the Department of State on July 11, 2019.

The Registration Number of this Fictitious Name is G19000075552.

I further certify that said Fictitious Name Registration is active.

I further certify that this office began filing Fictitious Name Registrations on January 1, 1991, pursuant to Section 865.09, Florida Statutes.

Given under my hand and the Great Seal of Florida, at Tallahassee, the Capital, this the Twelfth day of July, 2019

GREAT SEAL OF THE STATE OF FLORIDA
IN GOD WE TRUST

Laurel M. Lee

Secretary of State

Contract No. 001071
Contract No. 001169

NAME CHANGE AGREEMENT

WHEREAS, on November 12, 2015, Central Florida Expressway Authority, a body politic and agency of the State of Florida, hereinafter referred to as "CFX", and URS Energy & Construction, Inc., "CONTRACTOR", entered into an Agreement, and amendments thereto, whereby the CONTRACTOR would provide toll facilities operations and management and related tasks as may from time to time be assigned to the Contractor by CFX.

WHEREAS, on September 12, 2016 the CONTRACTOR officially changed its legal, registered name to AECOM Energy & Construction, Inc.; and

WHEREAS, AECOM Energy & Construction, Inc. will continue to perform all of its duties, responsibilities, and obligations under the Agreement.

WHEREAS, CFX hereby consents to continuing the Agreement with AECOM Energy & Construction, Inc.

WHEREAS, where the term URS Energy & Construction, Inc. shall appear in the original Agreement as amended, the term shall hereinafter mean and refer to AECOM Energy & Construction, Inc.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS except as expressly amended hereby, all the remaining provisions of the Agreement shall remain in full force and effect.

****

Contract No. 001071
Contract No. 001169

IN WITNESS WHEREOF, the CONTRACTOR caused these presents to be executed by their duly authorize officer this 17 day of January, 2017.

ATTEST:

TAMICA SINANAN DIZON
Notary Public - State of Florida
My Comm. Expires Jan 26, 2018
Commission # FF 085611

CONTRACTOR AECOM Energy & Construction, Inc.

BY _____
Signature

_____

Brad White, Vice President
Name and Title

CONSENT TO ABOVE AND FOREGOING NAME CHANGE
ON BEHALF OF CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY _____
Signature

Aneth Williams
Aneth Williams, Director of Procurement

1-19-17
Date

Approved as to form and execution, only.

_____
General Counsel for CFX

EXHIBIT "A"

CERTIFICATE OF AMENDED
AND RESTATED ARTICLES OF INCORPORATION

CERTIFICATE OF

AMENDED AND RESTATED ARTICLES OF INCORPORATION

URS ENERGY & CONSTRUCTION, INC.

Charter Number 171188

The undersigned, Jeanne C. Baughman, who is the Secretary of URS Energy & Construction, Inc., an Ohio corporation for profit, does hereby certify that in a writing signed by all the shareholders who would be entitled to notice of a meeting held for that purpose, the attached Amended and Restated Articles of Incorporation were adopted to supersede and take the place of the existing Articles and all amendments thereto.

IN WITNESS WHEREOF, the above named officer, acting for and on behalf of the corporation, has hereunto subscribed her name on September 7, 2016.

URS ENERGY & CONSTRUCTION, INC.

Jeanne C. Baughman

Jeanne C. Baughman, Secretary

AECOM ENERGY & CONSTRUCTION, INC.
(an Ohio corporation)

AMENDED AND RESTATED ARTICLES OF INCORPORATION

(As of September 12, 2016)

FIRST: The name of the corporation is AECOM Energy & Construction, Inc.

SECOND: The place in the State of Ohio where its principal office is located is in the City of Columbus, Franklin County.

THIRD: The purposes of the corporation are as follows: To perform a broad range of design, engineering, construction, construction management, facilities and operations maintenance, environmental remediation and mining services including, but not limited to, engineering and architectural work of a general, civil, mechanical, electrical or mining nature, including preparation of plans and specifications, and act as consulting and superintending engineers and architects, and generally to do and perform any and all work as engineers, architects, builders and contractors, and to solicit, obtain, make, perform, promote and carry out contracts covering the general building and contracting business and all operations connected therewith of every kind, character and description, and to engage in any other lawful act or activity for which corporations may be formed under Sections 1701.01 to 1701.98, inclusive, of the Revised Code of Ohio.

FOURTH: The number of shares which the corporation is authorized to have outstanding is sixty thousand (60,000) shares of common stock, all of which shall have a par value of Ten Dollars ($10.00).

FIFTH: These Amended and Restated Articles of Incorporation take the place of and supersede the existing Articles of Incorporation as heretofore amended.

CONTRACT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
URS ENERGY & CONSTRUCTION, INC.

TOLL FACILITIES OPERATIONS AND MANAGEMENT SERVICES

CONTRACT NO. 001071
CONTRACT DATE: NOVEMBER 12, 2015
CONTRACT AMOUNT: $67,274,165.81

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CONTRACT, SCOPE OF SERVICES, METHOD OF COMPENSATION, ADDENDA, TECHNICAL PROPOSAL, PRICE PROPOSAL, REFERENCE DOCUMENTS, STANDARD OPERATING PROCEDURES, PERFORMANCE BOND, AND FORMS

CONTRACT, SCOPE OF SERVICES, METHOD OF COMPENSATION, ADDENDA, TECHNICAL PROPOSAL, PRICE PROPOSAL, REFERENCE DOCUMENTS, STANDARD OPERATING PROCEDURES, PERFORMANCE BOND, AND FORMS

FOR

TOLL FACILITIES OPERATIONS AND MANAGEMENT SERVICES

CONTRACT NO. 001071

NOVEMBER 2015

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Members of the Board

Welton Cadwell, Chairman
Scott Boyd, Vice-Chairman
Brenda Carey, Secretary/Treasurer
Buddy Dyer, Member
Fred Hawkins, Jr., Member
Teresa Jacobs, Member
Andria Herr, Member
Jay Madara, Member
S. Michael Scheeringa, Member
Diane Guitierrez- Scaccetti, Non-Voting Advisor

Executive Director

Laura Kelley

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Attached compact disk contains the following and are incorporated herein

Reference Documents (Part of Scope of Services)
Standard Operating Procedures (Part of Scope of Services)
Addendum No. 1
Addendum No. 2
Addendum No. 3
Addendum No. 4
Addendum No. 5
Addendum No. 6
Technical Proposal
Acknowledgement of Addenda
Code of Ethics Form
Conflict of Interest Form
Drug Free Workplace Form

CONTRACT

This Contract No. 001071 (the "Contract" as defined herein below), is made this 12th day of November, 2015, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called CFX and URS ENERGY & CONSTRUCTION, INC., 10276 NW 47th Street, Sunrise, Florida 33351, 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, the 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 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 toll facilities operations and management and related tasks as may from time to time be assigned to the contractor by CFX; and,

WHEREAS, on or about February 15, 2015, CFX issued a Request for Proposals seeking qualified contractors to perform such tasks; and,

WHEREAS, CONTRACTOR was the successful one of two qualified firms that responded to the Request for Proposals and was ultimately selected; and,

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

1. SERVICES TO BE PROVIDED

The CONTRACTOR shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the 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 toll facilities operations and management as detailed in the Contract Documents and any amendments, supplements, or modifications thereto.

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

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

1.1 The Contract, including insurance policies and bonds,
1.2 The Addenda,
1.3 The Scope of Services,
1.4 The Method of Compensation,
1.5 The Technical Proposal submitted by CONTRACTOR, and
1.6 The Price Proposal submitted by CONTRACTOR,

(collectively, the "Contract").

2. TERM AND TERMINATION

The initial term of the Contract will be five (5) years from the date established in the Notice to Proceed from CFX. There shall be five (5) renewal options of one (1) year each. The options to renew are at the sole discretion and election of CFX. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by the CONTRACTOR are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide the CONTRACTOR with written notice of its intent at least 90 days prior to the expiration of the initial five-year Contract Term.

CFX shall have the right to terminate or suspend the Contract, in whole or in part, at any time with 90-days' notice for convenience or 60 days with cure notice for cause for CONTRACTOR's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by CFX (with or without cause) constitute a default by CFX. In the event of a termination for convenience or without cause, CFX shall notify CONTRACTOR (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth hereinabove. CONTRACTOR will be paid for all work performed prior to termination and any reasonable, documented, direct, normal, and ordinary termination expenses. CONTRACTOR will not be paid for special, indirect, consequential, or undocumented termination expenses. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for cause.

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

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

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

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

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

3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES

3.1 The Contract Amount for the five-year Contract term is $67,274,165.81.

3.2 CFX agrees to pay CONTRACTOR for services performed in accordance with the Method of Compensation.

4. AUDIT AND EXAMINATION OF RECORDS

4.1 Definition of Records:

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

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

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

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

disqualification or suspension. Disqualification shall mean the CONTRACTOR is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.

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

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

5. MINORITY AND WOMEN'S BUSINESS ENTERPRISES

CFX has adopted a program to provide opportunities for small business, including Minority Business Enterprises ("MBEs") and Women's Business Enterprises ("WBEs"). Under CFX's program, CONTRACTOR is encouraged to grant small businesses the maximum opportunity to participate in the provision of the Services with respect to the operation and maintenance of the System. CONTRACTOR shall provide information regarding its employment of such businesses and the percentage of payments made to such businesses and others. CONTRACTOR shall provide an annual report to CFX on or before each anniversary of the Contract Date hereof and throughout the Term, regarding use of small business MBEs and WBEs and the percentage of payments made to enterprises falling within such categories. Such report shall consolidate the information contained in CONTRACTOR's invoices, and shall be in a form reasonably acceptable to CFX.

6. CONTRACTOR INSURANCE AND PERFORMANCE BOND

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

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

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

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

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

6.5 **Performance Bond** equivalent to $1,000,000.00 issued on an annually renewable basis. The terms and provisions of the performance bond shall be satisfactory to CFX in its sole and absolute discretion. CFX may apply any or all of such bond to reimburse it for damages caused by any defaults of CONTRACTOR under this Contract or to remedy any events of default. If CONTRACTOR is not in default at the expiration or termination of this Contract, CFX will authorize the release and return of the performance bond to CONTRACTOR.

6.6 **Employees Fidelity Bond** covering each employee for a minimum of $100,000.00 per employee, covering each employee of CONTRACTOR employed on this Contract.

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

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

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

7. CONTRACTOR RESPONSIBILITY

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

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

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

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

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

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

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

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

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

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

7.4 CONTRACTOR shall ensure that all of its activities and the activities of its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible are undertaken in a manner that will minimize the effect on surrounding property and the public. CONTRACTOR shall immediately notify CFX of any material adverse change in CONTRACTOR's financial condition, business, prospects, affairs, or operations, or of such change of any partner, or of such change of any shareholder holding greater than a 10% interest in CONTRACTOR, or of the existence of any material impairment of rights or ability of CONTRACTOR to carry on as its business and operations are currently conducted.

7.5 CONTRACTOR shall not make any requirement of any employee, or enter into a non-competition agreement with any employee, whether oral or written, of any kind or nature that would prohibit CONTRACTOR's employees from leaving CONTRACTOR's employ and taking employment with any successor of CONTRACTOR.

7.6 CONTRACTOR shall be responsible for any shortage of tolls collected in accordance with the Scope and SOP Manual, and any theft or conversion of collected toll funds by employees of Contractor, or arising out of the negligence of Contractor;

8. 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 Controls and Training Manager, Accounting Manager, Audit Manager, Safety and Security Manager, and Toll Operations Manager (the "Key Personnel") and CONTRACTOR's covenant to have employees possessing such expertise, knowledge and experience available at all times to assist in the provision of the services. Throughout the Term of this Contract, CONTRACTOR shall employ individuals having significant training, expertise, and experience in the areas or disciplines more particularly set forth in the Scope of Services, together with such other areas of expertise or experience, as may be designated from time to time during the Term of this Contract by CFX. When CFX designates an additional area for which expertise or experience shall be required, CONTRACTOR shall use all reasonable and diligent efforts to promptly hire and retain one or more individuals possessing such experience or expertise.

CONTRACTOR shall hire and maintain Key Personnel as employees throughout the Term of the Contract. The identity of the individuals, initially assigned to each of such positions by 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. Key Personnel may be dismissed for unsatisfactory performance or any reason set forth below.

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 without the prior notification to CFX, such action shall constitute an event of default by CONTRACTOR hereunder. CONTRACTOR may cure such event of

default only by replacing the Key Personnel with another employee having comparable experience and qualifications.

Promptly upon request of CFX, CONTRACTOR shall remove from activities associated with or related to the performance of this Contract any employee whom CFX considers unsuitable for such work. Such employee shall not be reassigned to perform any work relating to the services except with the express written consent of CFX

9. INDEMNITY

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 of the CONTRACTOR (its subcontractors, officers, agents or employees), including without limitation any misappropriation or violation of third party copyright, trademark, patent, trade secret, publicity, or other intellectual property rights or other third party rights of any kind by or arising out of any one or more of the following:

9.1 violation of same by CONTRACTOR, its subcontractors, officers, agents or employees,

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

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

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

9.5 CONTRACTOR's failure to include terms in its subcontracts as required by this Contract,

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

9.7 CONTRACTOR's breach of any of the warranties or representations contained in this Contract.

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

consideration from CFX to CONTRACTOR for CONTRACTOR's indemnity and the parties further agree that the 1% is included in the amount negotiated for each authorized task.

10. PUBLIC RECORDS

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONTRACTOR in conjunction with this Contract (including without limitation CONTRACTOR Records and Proposal Records, if and as applicable), CONTRACTOR shall immediately notify CFX. Thereafter, CONTRACTOR shall follow CFX'S instructions with regard to such request. To the extent that such request seeks non-exempt public records, CFX shall direct CONTRACTOR to provide such records for inspection and copying incompliance with Chapter 119. A subsequent refusal or failure by CONTRACTOR to timely grant such public access will be grounds for immediate, unilateral cancellation of the Contract by CFX.

11. PRESS RELEASES

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

12. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS

CFX is and shall be and remain the sole owner of all rights, title, and interest in, to, and associated with all plans, documents, software in all forms, hardware, programs, procedures, specifications, drawings, brochures pamphlets, manuals, flyers, models, photographic or design images, negatives, videos and film, tapes, work product, information, data and other items (all whether in preliminary, draft, master, final, paper, electronic, or other form), along with the media on which they reside and with which they interface for function or aesthetics, that are generated or developed with respect to and in connection with this Contract and the performance thereof (collectively, the "CFX Property"). CFX's ownership of CFX Property includes without limitation all common law, statutory and other rights, title, and interest in, to, and associated with trademark, service mark, copyright, patent, trade secret, and publicity (collectively, the "CFX Intellectual Property"). CONTRACTOR, its employees, agents, officers, and subcontractors acknowledge that E-PASS® is CFX's registered trademark name for CFX's electronic toll collection system, and comprises a portion of CFX Intellectual Property.

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

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

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

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

12.3 CONTRACTOR has not conveyed, and will not convey, any assignment, security interest, exclusive license, or other right, title, or interest that would interfere in any way with 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. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

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

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

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

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

15. 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.

16. NOTIFICATION of CONVICTION of CRIMES

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

17. SUBLETTING AND ASSIGNMENT

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

Notwithstanding the foregoing:

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

17.2 Subject to the right of CFX to review and approve or disapprove subcontracts, and subject to the compliance by CONTRACTOR with the provisions of this Contract with regard to Key Personnel, CONTRACTOR shall be entitled to subcontract some of the services hereunder to other entities, provided that all subcontracts:

(i) shall name CFX as a third party beneficiary and provide that the subcontract is assignable to CFX (or its successor in interest under the terms of this Contract) without the prior approval of the parties thereto, and that the assignment thereof shall be effective upon receipt by the subcontractor of written notice of the assignment from CFX. Upon such event, CFX shall be deemed to assume all rights and obligations of the CONTRACTOR under the subcontract, but only to the extent such rights and obligations accrue from and after the date of the assignment. Without limitation, all warranties and representations of subcontractor shall inure to the benefit of CFX, and

(ii) shall require the subcontractor to comply with all laws and the SOP Manual, as all may be revised, modified and supplemented from time to time, and must require the subcontractor to carry forms and amounts of insurance satisfactory to CFX in its sole discretion, and shall provide CFX with certificates of insurance upon request. CFX shall be listed as an additional insured on all such insurance policies, and copies of correct insurance certificates and policies shall be delivered to CFX upon request, and

(iii) shall require the subcontractor to join in any dispute resolution proceeding upon request of CFX, and

(iv) shall include the same or similar terms as are included in this Contract with respect to subcontractors, providing CFX with equal or greater protections than herein.

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

18. DISPUTES

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

19. REMEDIES

In addition to any remedies otherwise available to CFX under law, upon an uncured default CFX shall have the right to appropriate or use any or all materials and equipment on the sites where work is or was occurring, and may enter into agreements with others for the completion of the work under the Contract, or may use other methods which in the opinion of CFX are required for Contract completion. All costs and charges incurred by CFX because of or related to the CONTRACTOR's default including, but not limited to, the costs of completing Contract performance shall be charged against the CONTRACTOR. If the expense of Contract completion exceeds the remaining sum which would have been payable under the balance of the Contract, CONTRACTOR shall be liable to CFX for the difference. On a Contract terminated for default, in no event shall CFX have any liability to the CONTRACTOR for expenses or profits related to unfinished work, or for CFX's use of any CONTRACTOR materials or

equipment on the work sites, including without limitation the CONTRACTOR Property and CONTRACTOR Intellectual Property.

20. PREVAILING PARTY ATTORNEY'S FEES

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

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

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

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

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

"Attorneys' fees" shall include but not be limited to fees and charges of attorneys, paralegals, legal assistants, attorneys' CONTRACTOR's, expert witnesses, court reporters, photocopying, telephone charges, travel expenses, or any other charges, fees, or expenses incurred through use

of legal counsel, whether or not such fees are provided by statute or contained in State-Wide guidelines, and shall apply to any pretrial fees (whether or not an action is filed), trial, appeal, collection, bankruptcy, arbitration, mediation, or administrative proceedings arising out of this Contract.

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

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

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

Should this section be judged void, unenforceable or illegal, in whole or in substantial part, by a court of competent jurisdiction, this section shall be void in its entirety and each party shall bear its own attorneys' fees and costs.

21. OTHER SEVERABILITY

If any section of this Contract, other than the immediately preceding Prevailing Party Attorneys' Fees section, be judged void, unenforceable or illegal, then the illegal provision shall be, if at all possible, interpreted or re-drafted into a valid, enforceable, legal provision as close to the parties' original intention, and the remaining portions of the Contract shall remain in full force and effect and shall be enforced and interpreted as closely as possible to the parties' intention for the whole of the Contract.

22. GOVERNING LAW

This Agreement is accepted and entered into in Florida and any question regarding its validity, construction, enforcement, or performance shall be governed by Florida law. The parties consent to the exclusive jurisdiction of the courts located in Orange County, Florida.

In consideration of the foregoing premises, CFX agrees to pay CONTRACTOR for work performed and materials furnished at the prices submitted with the Proposal.

23. 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.

24. INTERPRETATION

For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Except for reference to women's business enterprises and matters relating thereto, reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If CONTRACTOR discovers any material discrepancy, deficiency, or ambiguity in this Contract, or is otherwise in doubt as to the meaning of any provision of the Contract, CONTRACTOR may immediately notify CFX and request clarification of CFX's interpretation of the Contract. The Contract Documents, together with and including all exhibits, comprise the entire agreement of the parties and supersedes and nullifies all prior and contemporaneous negotiations, representations, understandings, and agreements, whether written or oral, with respect to the subject matter hereof.

25. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONTRACTOR hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached documentation supporting the compensation are accurate, complete and current as of the date of this Contract. It is further agreed that said price shall be adjusted to exclude any significant sums where CFX shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one year following the date of final billing or acceptance of the work by CFX, whichever is later.

26. SURVIVAL OF EXPIRATION OR TERMINATION

Any clause, sentence, paragraph, or section providing for, discussing, or relating to any of the following shall survive the expiration or earlier termination of the Contract:

26.1 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

26.2 Payment to CONTRACTOR for satisfactory work performed or for termination expenses, if applicable; and

26.3 Prohibition on non-competition agreements of CONTRACTOR's employees with respect to any successor of CONTRACTOR; and

26.4 Obligations upon expiration or termination of the Contract, as set forth in Section 27; and

26.5 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.

27. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

27.1 Immediately upon expiration or termination of this Contract: CONTRACTOR shall submit to CFX a report containing the last known contact information for each subcontractor or employee of CONTRACTOR who performed work under the Contract; and

27.2 CONTRACTOR shall initiate settlement of all outstanding liabilities and claims arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of CFX.

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties as of the day and year first above written. This Contract was awarded by CFX's Board of Directors at its meeting on November 12, 2015.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Print Name: Claude Miller

URS ENERGY & CONSTRUCTION, INC.

By: _____

Print Name: Bruce A. Trott

Title: General Manager

ATTEST: _____ (Seal)
Asst Sec

AECOM
LEGAL DEPARTMENT
BY: _____
DATE: 11/19/15

Approved as to form and execution, only.

_____
General Counsel for CFX

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

TOLL FACILITIES OPERATIONS AND MANAGEMENT

CONTRACT NO. 001071

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1 SCOPE OF WORK

1.1 GENERAL REQUIREMENTS

The Toll Operations Contractor (TOC) shall operate and manage the Central Florida Expressway Authority's (Authority's) Toll Collection Operations and Toll Facilities. The TOC shall provide:

1. Efficient toll collection operations,
2. Effective management and operations of the Electronic Toll Collection (ETC) System,
3. Sound audit and reporting processes,
4. Responsive, courteous customer service, and
5. Proper facilities management.

A detailed Operations Plan shall be submitted by the TOC showing how it intends to carry out these responsibilities. The Operations Plan shall be updated on an annual basis.

1.1.1 Description of Services

The services required under this Contract will be to manage and operate the Authority's Toll Collection Operations and Toll Facilities. The TOC shall provide all the qualified and trained personnel, plus all the materials, supplies, equipment, furnishings and support services necessary to manage and operate the Authority's Toll Collection Operations and Toll Facilities. The TOC shall provide services 24-hours per day, 7-days a week, 52-weeks per year. The TOC shall manage all aspects of the toll operations. This includes all toll collections, on-going training, scheduling, courier service, etc. The TOC shall partner with the Authority and provide not only excellent personnel, but ensure ongoing excellence in operations by quality training, testing, monitoring, evaluation, and reporting. A set of approved Standard Operating Procedures (SOP) has been established and shall be followed until change requests have been submitted and approved. As such, the SOP is hereby incorporated into the Scope of Services and the Contract as part of operations and included as a major component of the Training Plan. The TOC shall also ensure that excellent customer service is provided.

The TOC shall operate and oversee the Authority's ETC System at the plaza, ramp, and lane levels. The ETC System includes manual lane terminals (MLT), automatic coin machines (ACM), and ETC. The TOC shall monitor the ETC System to ensure that all lanes are operating properly, promptly report ETC System maintenance issues, and perform some preliminary actions to help correct some ETC System issues. The TOC shall ensure that all lanes required to be open are properly open; reversible lanes are properly changed when required; and all lanes are in the proper collection mode. The TOC shall monitor traffic operations at the plazas and ramps to take appropriate actions.

The TOC shall provide a thorough auditing process to ensure that all revenue, transactions, and monies are properly collected, processed, verified, reconciled, and reported. The TOC shall provide an accurate and timely reporting process.

The TOC shall manage the Toll Facilities, including administrative buildings, plazas, ramps, and all lanes. The TOC shall oversee security at Toll Facilities, provide janitorial services for all Toll Facilities, and provide any other services required to ensure the proper completion of the requirements in this Scope of Services.

The TOC is responsible for 100% of the contractual requirements and shall perform a minimum of 60% of the work with its own forces. Subcontractors shall be financially capable of handling the cost of doing business, and shall have the expertise to perform the work assigned. However, if the subcontractors cannot perform the work assigned then the TOC shall ensure that the job is performed and completed properly. The Authority does not guarantee that all of the services described in this Scope of Services will be assigned during the term of the Contract. Further, the TOC shall provide these services on a non-exclusive basis. The Authority, at its option, may elect to have any of the services set forth herein performed by other contractors or Authority staff. The Authority also reserves the right to add personnel to the Contract, depending on circumstances and staffing requirements.

1.1.2 Personnel

It is the Authority's intent to minimize any adverse employment impacts to the current contractor's full-time employees as a result of implementing this Contract. To that end, the TOC shall give first right of refusal to the current contractor's full-time employees having a performance rating of "Satisfactory" or better. It is not the Authority's intent to require the TOC to keep personnel indefinitely if they are not performing as expected. The TOC shall be required to keep employees who are eligible and have indicated a desire to continue working, for a minimum of 60 days. There are approximately 340 toll collectors, supervisors, and plaza managers under the existing contract. Approximately 40 percent are full-time employees.

The Authority expects the TOC to provide compensation that will be at a level to promote the hiring and retention of quality personnel. The current wage levels for toll collection classifications are provided in the reference documents and are to be considered the minimum wage levels for those classifications. Reference Document No 1.

1.1.3 Authority's ETC System

The Authority's current ETC System has been in operation since 1994 and includes 14 mainline plazas and 64 ramp plazas on 109 centerline miles of highway, which includes S.R. 408 (East-West Expressway); S.R. 417 (Central Florida GreeneWay); S.R. 528 (Beach Line Expressway); S.R. 429 (Daniel Webster Western Beltway); S.R. 414 (John Land Apopka Expressway); S.R. 451and SR 551 (the Goldenrod Road Extension).

The ETC System is fully integrated and includes three modes of collection:

- Electronic Toll Collection (ETC) or Automatic Vehicle Identification (AVI),
- Automatic Coin Machines (ACM), and
- Manual Lane Terminals (MLT).

E-PASS® is the registered trademark name for the Authority's ETC System. The ETC System has many mixed lane configurations. The ETC System currently consists of 307 toll-equipped lanes plus equipment used for training (Operations), E-PASS transponder testing (Customer Service Center), and equipment testing (Maintenance Facility). There are currently 72 MLT lanes, 100 ACM lanes, 75 dedicated ETC lanes, and 60 ORT lanes. The Violation Enforcement System (VES) equipment is located in all lanes. See the Reference Documents for a listing of equipment, software applications, and locations.

The main communication link is the Fiber Optic Network (FON). Each lane has a lane controller that controls the sensing equipment in the lane, processes transaction data, generates equipment alarms, and sends reports to the appropriate plaza computer. The plaza computer, in turn, reports to the host computer located at the Authority's headquarters. The lane controller also communicates with the host computer in real-time to update E-PASS customer accounts.

1.2 PROGRAM MANAGEMENT AND ADMINISTRATION

1.2.1 Program Management and Administration Plan

The TOC shall provide a Program Management and Administration Plan showing the organization of the project and office staff, and identifying all functional areas, the key personnel in all the functional areas, and a detailed Staffing Plan. The Staffing Plan shall identify all positions, personnel, and functions to be filled at the TOC Operations Office. These plans shall be updated annually, at a minimum, or whenever changes occur.

1.2.2 TOC Operations Office

The TOC shall furnish and maintain a TOC Operations Office. This office is currently located at the Authority's Operations and Administration Building (Headquarters). There will be no leasing charge to the TOC for the space allocated to them in the Authority's Headquarters, however the TOC will be required to execute a Zero-Dollar Lease Agreement with the Authority. All business performed in the Authority's Headquarters by the TOC shall be solely in connection with the operations of the Authority's toll facilities. The Authority will provide approximately 6,700 square feet. The Authority reserves the right at its discretion to request the TOC to relocate its Operations Office from the Authority's building. If the Authority were to make such a request the Authority would negotiate with the TOC on reimbursement and billing of any additional cost incurred by the TOC.

1.2.2.1 **Location**

The TOC Operations Office shall be located at the Authority's Headquarters.

1.2.2.2 Office Site Plan

A plan is not required at this time, but may be required if the TOC is asked to move its Operations Office from the Authority's Headquarters.

1.2.2.3 Furniture and Equipment

The TOC shall provide all office furnishings and equipment required for this Contract not provided by the Authority. All furnishings and equipment provided by the TOC for the Contract will be considered the property of the Authority and shall be remitted to the custody of the Authority at the end of the Contract. The exception to this would be any equipment which is under lease. The Authority will provide the application software, "TRIMS" and access rights to the ETC System network. TRIMS software, in conjunction with the appropriate TOC workstations and network access, provides "intelligent" terminal access to the Authority's ETC System network. This software, through the workstations and the available ETC System applications, provides on-line, user-defined functional access to host and plaza system-level functions (i.e., report generation, monitoring of traffic, collector and lane activity monitoring, system real-time monitors, e-mail, and system maintenance functions). The current contractor has PC workstations with TRIMS installed. These include the Audit staff, Operations Manager, Program Manager, etc.

1.2.2.4 Training Facility

The training facility is provided by the Authority at the Authority's Headquarters along with the necessary equipment to simulate toll transactions. The TOC is responsible for all other materials and equipment to facilitate training.

1.2.3 Vehicles

1.2.3.1 Vehicles

The TOC shall furnish and maintain all vehicles necessary to support the Contract. All vehicles shall be owned or leased, operated, and maintained in good working order by the TOC. All insurance and licensing shall be provided by the TOC. The vehicles provided by the TOC for "official use" shall be white with no markings. All vehicles shall be safe and present a clean appearance. Vehicles not meeting these requirements, as determined by the Authority, shall be removed from the project by the TOC.

1.2.3.2 Transportation and Parking

The TOC shall provide transportation for collectors working the ramp toll plazas, or may allow collectors to use their personal vehicles and reimburse

expenses. As a general rule, employees are not allowed to cross dedicated or express E-PASS lanes. Transportation for staff shall be provided by the TOC where ever a condition exists that would require an employee to cross a dedicated or express lane. The TOC shall transport employees from one side of the plaza to the other when going to and from work. No TOC personnel shall park personal vehicles on Authority right-of-way, except at mainline and ramp plazas in designated parking areas, unless specifically approved in writing by the Authority.

1.2.3.3 Vehicle List

The TOC shall provide a detailed listing of all vehicles assigned to the Contract. The vehicle list shall include vehicle make and model, color, description, vehicle identification number, license (tag) number, E-PASS account and transponder identification number, assignment location, and authorized drivers. The TOC shall provide an updated vehicle listing to the Authority whenever the active listing changes.

1.2.4 Security and Safety

1.2.4.1 Security

1. The TOC shall provide security for all toll collection facilities, including the safety and security of employees as well as the physical structures.
2. The TOC shall provide and maintain strict security for all operating funds and collected revenues.
3. The security procedures shall include the installed security/card access system and combination locks at each Authority facility.
4. The combinations of all locks at all plazas shall be changed annually by the TOC.
5. The SOP requires a check of each booth at least once per shift. This requirement includes not only the mainline plazas, but also each ramp plaza. These activities shall be included in the TOC's Operations Plan and pricing.
6. The TOC shall develop additional procedures, as necessary, to include quarterly security inspections. Reports summarizing the security inspection results shall be submitted to the Authority no later than 15 days after the security inspection is completed.
7. The TOC shall make recommendations to the Authority staff regarding security items needing repair and/or recommend improvements to the security of the Authority's facilities.
8. Investigations – The TOC shall conduct and document investigations into incidents of theft and fraud, and activities of a suspicious nature. All investigation reports shall be immediately forwarded to the Authority for

review. The TOC's investigators shall cooperate with Authority representatives and all law enforcement personnel while conducting investigations.

1.2.4.2 **Safety**

The TOC shall develop, implement, and maintain a Safety Program Plan. The Safety Program Plan shall comply with all applicable state, local, and federal regulations. The Safety Program Plan will include, at a minimum, safety training, safety awareness, and written safety procedures to be followed by TOC personnel. The TOC (and any subcontractor) shall ensure that all work environments conform to the safety and health standards set forth in *Title 29, Code of Federal Regulations*.

1.2.5 Construction Liaison (not required at this time)

When applicable, the Construction Liaison shall attend designated construction-related meetings with the Authority, the Authority's Construction Engineering and Inspection (CEI) consultant and/or contractors. The Construction Liaison shall coordinate with the CEI and the TOC to assist with maintaining operations at toll facilities during construction. The Construction Liaison shall provide input to the CEI with respect to toll operations and toll collection issues that may affect construction activities. It is the Construction Liaison's responsibility to keep plaza managers and the Authority's Director of Toll Operations informed on planning, scheduling, and progress of construction activities that impact the mainline and ramp plazas. The TOC shall provide the Construction Liaison with the tools necessary to adequately perform his/her job.

1.2.6 Emergency Operations Plan

The TOC shall develop, implement, and maintain an Emergency Operations Plan. The TOC shall submit the Emergency Operations Plan to the Authority for review and approval. The TOC shall maintain toll operations during all emergencies, including fire, accident and rescue operations, strike, civil disturbances, natural disasters, and military contingency operations. Toll collection may be suspended when specifically authorized by the Office of the Governor, Florida Department of Transportation (FDOT) Secretary, the Florida Highway Patrol, local police, the Authority's Executive Director or a designee assigned by the Authority's Executive Director.

1.2.7 Customer and Public Relations

1. The TOC shall provide excellent customer service and achieve a high level of customer satisfaction.
2. The TOC shall assist in providing customer relations services for the Authority. The TOC shall provide a personnel customer training program as part of each new employee's orientation process. These services shall address toll-related announcements which, at a minimum, shall include the distribution of information, including circulars and flyers, to toll customers.

3. The TOC shall make no statements, press releases, or publicity releases concerning the Contract or reveal any of the data or other information obtained or furnished according to the Contract, or any particulars of it, during the Contract, without first notifying the Authority and securing its consent in writing. The TOC shall not publish, copyright, or patent any data furnished according to the Contract. Such data or information is the property of the Authority.

1.3 TOLL OPERATIONS

1.3.1 General Requirements – Toll Collection

The TOC shall be responsible for hiring, training, and managing a qualified staff to perform all activities related to the operation and management of the Authority's toll collection facilities. The TOC shall provide, implement, maintain, and manage approved toll collection procedure(s) addressing, at a minimum, the requirements included in the SOPs and as specified herein. The Toll Operations SOP manual contains the current requirements for operating the Authority's toll facilities. When changes are required, the TOC shall submit these change requests to the Authority for review and approval. The TOC shall request updates/changes to the Toll Operations SOP as needed and the Toll Operations SOP shall be updated no less than once a year.

1.3.2 Operations Plan

The TOC's Operations Plan shall detail how superior toll collection operations and management will be accomplished. The Operations Plan shall be updated on an annual basis.

1.3.3 Toll Collection Operations

1. **Toll Collection** - The TOC shall accurately and efficiently collect and account for all transactions and revenues associated with each vehicle using the Authority's facilities. The TOC shall perform these services courteously and, when requested, provide the Authority's customers with information and assistance.
2. **Toll Deposit** - The TOC shall be responsible for preparing all deposit documentation and assuring that all collected funds are verified and deposited daily in the proper accounts, and according to the approved SOP(s).
3. **Toll Audit** - Using existing financial, operational, exception, and unusual occurrence reports, the TOC shall provide a complete and accurate audit of the toll collection and traffic management operation.
4. **Customer Reports** - Reports from customers and other sources concerning accidents and/or incidents shall be verified and reported to the appropriate agencies by the TOC to ensure rapid and efficient dispatch of required services. The TOC shall maintain a complete record and log of all accidents and incidents and shall make them available to the Authority upon request. Content and format shall be subject to the review and approval of the Authority.

5. **Toll Staffing** - Toll collection facilities shall be staffed by the TOC to provide efficient and safe operation while minimizing delay to the customers and traffic congestion in the toll plaza area.
6. **Toll System** - The TOC shall use/operate the Authority's toll collection system according to approved SOPs and user manuals.
7. **Toll Training** - The TOC shall be responsible for training all operators on the operation of all types of collection and processing equipment used by the Authority on its facilities.

1.3.4 Plaza Staff Scheduling

Toll collection personnel shall be staffed so that a minimum of 40 percent of each plaza's regularly scheduled staff shall be full-time employees. These full-time employees shall be scheduled over seven days per week and all shifts. A TOC Supervisor shall be scheduled on duty 24 hours per day, 7 days per week. The Supervisor shall be first-line management for toll collectors. Schedules shall be developed to ensure that the plazas are properly staffed at peak traffic times and all required lanes are open in the proper mode. It is the Authority's intent to reduce customer delay and congestion to the maximum extent possible, consistent with efficient staffing. Reference Document No. 2 shows the initial minimum requirements for lane operating hours and lane usage. Any desired staffing changes will be subject to approval by the Authority.

1.3.5 Deposit Preparation and Verification Procedure

The TOC shall provide, implement, and maintain a Deposit Preparation and Verification Procedure within the Toll Operations SOP for the collection and disposition of all revenues collected. The Authority reserves the right to review preparation of deposits and supervisor verification at any time.

1.3.6 Discrepancy Operations Reporting Procedure

The TOC shall provide, implement, and maintain a Discrepancy Operations Reporting Procedure as part of the Toll Operations SOP. The procedure shall be used to report unusual circumstances. This includes estimates of revenue lost due to theft, banking errors, or loss from any other reason, and/or procedures violations.

1.3.7 Toll Collection System

The Authority's Toll Collection System is the primary internal control over revenue collection. It provides complete shift data for every lane no matter what the collection mode. Therefore all transactions can be accounted for and a reliable audit can be performed, unless the system was not working in a particular lane. The Toll Collection System lanes are managed from the mainline plaza computer for those lanes assigned to each plaza. The plaza manager's and supervisor's terminals provide the monitoring devices for the Toll Collection System, and for all lanes reporting to a particular mainline plaza. The terminals provide real-time monitoring of transactions in each lane, and show system maintenance alarms which must be acknowledged by the supervisor. Lanes can be opened and closed remotely at the plaza or on site in the lane. It is of great importance that the TOC understands the Toll Collection System and its capabilities.

1.3.8 Toll Collection System – Monitoring

The TOC is required to monitor the ETC System. As stated above, the real time monitors provide the TOC with the ability to monitor activity in the lanes. The TOC shall make appropriate use of this capability. This includes monitoring and acknowledging maintenance alarms and actual lane activity or inactivity. The Authority is relying on the TOC to be the steward of the ETC System. The TOC shall be especially vigilant in regards to the dedicated and express E-PASS lanes because there is a great potential for lost revenue if the ETC System is not performing properly or is out of service. The TOC is responsible for notifying the System Maintenance Contractor and if appropriate the Authority staff. The TOC has a minimum of a two hour notification window, from the time of the lane failure to the time of reporting the incident. The TOC shall track when the ETC System issue became known, when the System Maintenance Contractor and the Authority were notified, and when the issue was fixed or addressed. It is expected that these activities shall be reported as soon as the TOC learns of them and, with few exceptions, well within the required time frame.

1.3.9 Plaza and Ramp Collection Mode Configuration and Required Hours of Operations

The Plaza and Ramp Collection Mode Configuration reference document shows the mode of collection for each lane and the hours each lane is required to be open. This reference document also indicates the hours that manual lanes must be operated. It is through this data that the man-hour requirements were developed. Reference Document No. 2 Lane Coverage Requirements.

1.3.10 SOP Manual

The TOC shall operate the Authority's facilities in strict adherence to the approved SOP, approved plans, and according to the terms and conditions described herein. Any deviation from the SOP manual requires Authority approval. The TOC shall provide updates to these documents whenever they change, or at a minimum of once a year. The changes and the manual as a whole shall be submitted to the Authority for approval. The TOC shall provide an Authority-approved SOP. There are provisions and forms that the TOC will have to request to change immediately at Notice to Proceed. These should be addressed in the Mobilization and Transition Plan.

Without limiting the generality of other provisions of this scope with respect to updates and revisions of the SOP Manual, Authority may, from time to time, develop and institute updates or upgrades to its software or other components of the System, in order to take advantage of technological developments or advancements, to enhance efficiency, to correct problems or to accomplish any other purpose deemed important by Authority, in which event the SOP Manual shall be modified to address any appropriate changes with regard to the operation, repair or maintenance of the System.

1.3.11 Maintenance of Counting Machines

Counting room bill and coin counting equipment shall be cleaned by the TOC once a week. The TOC shall arrange for a representative from equipment manufacturer (Cummins) to train the TOC personnel responsible for the preventive maintenance procedures. The TOC shall provide all equipment necessary for the preventive maintenance activities. This includes a small portable

vacuum, liquid wax, dust brushes, rags, cleaning solvent, screwdrivers and erasers. It is important to keep these machines clean to ensure that they operate properly.

1.3.12 ACM – Coin Jams & Preliminary Cleaning

Preventative maintenance on the ACM machines is not the responsibility of the TOC and will be performed by the System Maintenance Contractor. However, the TOC shall clear coin jams and provide some preliminary cleaning of the ACMs while clearing coin jams.

1.3.13 Payment of Tolls

The Authority cannot, by law, grant free passage to those using its facilities except for certain cases. Therefore, all vehicles using Authority facilities, with limited special exceptions for emergency and certain official vehicles, are required to pay the applicable toll rate indicated at each plaza pay point. Most toll free vehicles will have a Non-Revenue E-Pass Transponder issued by the Authority or possibly another toll agency. According to Authority policy, any contractor operating and/or maintaining any of the Authority's toll facilities shall be responsible for all tolls for the contractor's vehicles even though the trip is in connection with work for the Authority. The TOC can submit an invoice to the Authority for reimbursement of tolls incurred while performing their duties on an Authority contract.

1.4 AUDIT AND REPORTING

1.4.1 Audit Requirements

The TOC shall make available all facilities, plazas, ramps and the TOC Toll Operations Office, for audits ordered by the Authority whether the audit is conducted by Authority personnel, FDOT, or by the Authority's designated accounting firm. The Authority, or its designated representative, shall have unlimited and unrestricted access to all facilities and applicable operations and maintenance documentation. The Authority reserves the right to bring this service in house. The TOC shall be required to:

1. Develop, implement, and maintain a thorough auditing process to ensure that all revenue, transactions and monies are properly collected, processed, verified, reconciled, and reported.
2. Perform daily audits/counts of change funds, tour funds, deposits, vaults, collector, and lane transactions. These audits shall be documented and retained at each toll collection location and/or at the TOC Operations Office, with copies forwarded to the Authority as required.
3. Account for 100 percent of all transactions processed at each lane in the Toll Collection System. These transactions include cash, ETC/AVI, special events, non-revenue, unusual occurrence, and violations.

4. Exceptions to 100 percent accountability – The TOC shall not be responsible for loss of revenue due to:

a. Violations if the lane is staffed according to approved staffing schedule;
b. Equipment malfunction if it has been reported to the System Hardware Maintenance Contractor in a timely manner (within 2 hours);
c. Equipment failure or malfunction when the Authority has specifically directed that the lane remain open (peak period, in peak direction);
d. ETC/AVI failure when no alarm was sounded or displayed on the plaza real-time monitor;
e. Police-directed traffic management;
f. Missing or malfunctioning lane equipment and/or programming cannot substantiate a reasonably accurate audit
g. Counterfeit money as long as accepted money-handling practices were followed; and
h. Robbery as long as approved security procedures were followed.

1.4.2 Audit Criteria:

1. Initial variance tolerances will be set at negative or positive 0.5% and $5.00 for revenue. The variance criteria will be reviewed periodically with the Authority and adjusted as required. (SOP Section 4)
2. Initial vault variances exceeding 2 percent revenue will require a full audit review. (SOP Section 4)
3. Repay to the Authority all negative discrepancies up to $100,000 annually. For negative discrepancies above $100,000 annually, the TOC will repay those amounts in excess of $10.00 per collector per day, except as referenced above.

1.4.3 Reporting Requirements

All reporting requirements under the Contract shall be processed through the Authority's ETC System and the TOC Operations Office personal computer (PC)-based workstations. These reporting requirements shall include, but not be limited to, all ad hoc, traffic and revenue, collector daily, unusual occurrence, detailed audit, discrepancy, deposit verification, audit, and alarm history reports. All required reports, other than existing Toll Collection System reports, shall be subject to review and approval by the Authority.

1. Make available to the Authority, or its designee, all applicable audit documentation immediately upon request.
2. Besides daily deposit and audit reports, the TOC shall also provide the Authority with a detailed transaction accountability exception report. This report will identify and explain any transactions not in alignment with the verification and reconciliation process.
3. The TOC shall prepare daily a deposit reconciliation report. The TOC shall also provide a weekly and monthly summary report to the Authority. The report shall depict daily activity, applicable financial transaction dates for all plaza activity, the indicated and actual revenue, TOC deposited revenue, and bank counts and receipts.

1.4.3.1 Four main reports are currently delivered to the Authority: (SOP Section 4).

1. The **Transaction Accountability Exception Report** reflects all audited MLT activity (traffic, revenues, adjustments, explanations, violations, and final variance), by plaza by collector by day.
2. The **ACM Vault/Deposit Audit Report** indicates all audited ACM activity (traffic, revenues, violations, explanations, and final variances), by plaza by lane by vault number by day.
3. **The Summary of Traffic and Revenue Report** summarizes the total ACM and MLT traffic and actual revenue, by plaza by day, for each seven-day increment within each month.
4. The **Monthly Transaction and Revenue Report** provides a high-level summarization of all the MLT, ACM, and AVI traffic and revenue, special events, and violation traffic, by plaza by month. The appropriate source documentation to support, explain, and justify the final reporting will accompany this report.

1.4.3.2 Other reports include:

1. Customer's Request for Reimbursement;
2. Deposit Logs (So Authority can balance the bank statements early);
3. Negative Discrepancies;
4. Lost revenue estimate due to Citrus Bowl Events (to be billed to the City); and
5. Various statistical/performance reports, as requested.

1.4.3.3 General requirements for each report developed by the TOC:

1. The report format shall be submitted by the TOC to the Authority for approval prior to being used on the Contract. Examples of reports, with explanations shall be submitted with the proposal.
2. The report period will be established by the Authority. For example, weekly reports will cover the period from Monday to Sunday. Monthly reports will cover from the first to the last day of the month.
3. The due date of the report will be specified by the Authority.
4. Reports are to be submitted in hard and soft copy,formats acceptable to the Authority.
5. The TOC will be specifically informed of who is to receive certain reports. Any report for which a recipient has not specified will automatically be addressed to the Director of Toll Operations. The Authority may at any time add or delete individuals on the distribution list.

1.4.4 Accounting

The TOC shall operate and maintain a cost accounting system and a general ledger accounting system that complies with generally accepted accounting principles. The TOC shall ensure that all documents required for the backup of the data shall be available and provided upon request for review or audit of any section of the TOC.

1.5 HUMAN RESOURCES MANAGEMENT PLAN

The TOC shall develop, implement and manage a Human Resources Management Plan. The draft Human Resources Management Plan submitted by the TOC with the Technical Proposal shall be finalized and submitted to the Authority for review and approval at the time of the Notice to Proceed. The Human Resources Management Plan shall be updated on an annual basis.

1.5.1 Providing Qualified Personnel

The TOC shall provide qualified personnel to perform the duties and responsibilities assigned under the terms of the Contract. The Human Resources Management Plan shall present how the TOC will provide the qualified personnel to perform the duties and responsibilities assigned under the terms of the Contract. The Human Resources Management Plan shall also present how the TOC will ensure a stable workforce including both full-time and part-time employees. All TOC employees shall speak fluent English. TOC policies and procedures, to which the TOC staff will be required to adhere, shall be provided to the Authority for review. A staffing report shall be submitted on a monthly basis. This report shall provide the status of the work force, the percentage of required positions filled, the progress and efforts being made in filling the vacant positions, and turnover rates.

1.5.2 Job Descriptions

The Human Resources Management Plan shall provide complete and detailed formal job descriptions for all staff positions on this Contract. This shall include requirements for initial and ongoing training.

1.5.3 Screening Process

The Human Resources Management Plan shall include a screening process for all potential employees assigned to the Contract. This process shall include a drug testing program and a state and national background check to exclude individuals with criminal records or other backgrounds that could jeopardize the Authority's assets and the TOC's ability to properly provide the specified services. The safe and proper handling of Authority revenues and assets by the TOC's personnel shall be the focus of the screening process.

1.5.4 Drug Testing

The TOC shall certify that the personnel it provides are drug-free upon initial assignment to the Contract. The TOC shall re-certify, on an on-going basis, a minimum of 25 percent of its personnel every six months, based on random employee testing. This testing process shall ensure that all employees are retested within a two-year time frame. The TOC shall provide a semi-annual report to the Director of Toll Operations showing employees tested, test results, and the status of the employee population as it relates to re-certification. The Authority reserves the right to request that an employee be tested regardless of certification status.

1.5.5 Personnel Files

The TOC shall, as part of the Human Resources Management Plan, establish and maintain a personnel file on each employee assigned to the Contract. The file shall include a recent photograph and a complete set of the employee's fingerprints. The fingerprints shall be taken by an entity or TOC staff that is trained on proper fingerprinting technique. The Authority reserves the right to review personnel files from time to time at its discretion.

1.5.6 Benefits

The TOC shall provide full-time and part-time employees with competitive salaries and all normal privileges, benefits, and guarantees of employment that are afforded to the firm's existing regular and part-time employees. This includes providing benefits, such as medical coverage, retirement plans, sick leave, vacation pay, and holiday pay. These benefits shall be comparable to those provided to the current work force. The benefits provided under the current contract are detailed in Reference Document No. 3.

1.5.7 Fidelity Bonds

All TOC personnel shall be bonded. All management and supervisory personnel shall be bonded and approved by the Authority. TOC shall provide a commercial blanket Fidelity Bond covering each individual in the minimum amount of $100,000 to protect the Authority from property losses, including money occasioned by theft, when such losses are identifiable to specific TOC employees. The TOC shall be responsible for promptly filing any claims and reimbursing the Authority to the full extent of the loss. No "deductible amount" of the bond shall apply to reimbursement to the Authority. The Fidelity Bond shall be completed and furnished to the Authority along with the executed Contract. The TOC shall submit a report every six months showing a list of employees and certification that they are all bonded.

1.5.8 Security Policy

The TOC shall develop and submit a Security Policy for review and approval by the Authority. If at any time the Authority puts in place a Security Policy, the TOC shall adopt the policy and adhere to it. The Authority maintains many data files that are considered highly confidential from which negative consequences could ensue should the information be published or otherwise divulged negligently or maliciously. Unauthorized access to these files is, in some cases, a violation of the law.

1.5.9 Appearance

The TOC's employees shall present a neat, clean, and professional appearance with no visible tattoos or body piercing. Women are allowed two earrings per ear. The TOC shall provide uniforms for all Toll Collectors, Supervisors, and Couriers (including part-time). All of these employees shall wear the uniform in a professional manner, including acceptable shoes. The uniforms shall be submitted to the Authority for approval before they are put into use. The TOC shall maintain the uniforms in a presentable manner and ensure each person required to wear a uniform has a sufficient supply.

1.5.10 Removal Rights

The Authority reserves the right, at any time and without incurring liability, to require immediate removal from the Contract any TOC employee or subcontractor whom the Authority identifies as a potential threat to the health, safety, security, or general well-being of the Authority's customers, employees, agents, or assets, or whom the Authority determines does not meet the minimum performance requirements of the work.

1.5.11 Authority's Right to Hire

The Authority may hire the TOC's employees at any time, whether during or beyond the term of the Contract. In addition, the TOC agrees not to restrict, or attempt to restrict, the rights of its employees to seek work with subsequent contractors providing the same service to the Authority.

1.5.12 Time Keeping

The TOC shall provide an electronic time keeping system for the purpose of reporting the start times, stop times, hours worked and compensated time off of its personnel that are billed to the Authority.

1.6 TRAINING PLAN

The TOC shall develop, implement, and maintain a detailed Training Plan to ensure all TOC personnel are knowledgeable and competent in all phases of their jobs. The Training Plan shall be in place upon receiving the Notice to Proceed to ensure initial training during the transition period. The Training Plan shall include a new employee orientation program, and a follow-up training program throughout the Contract.

1. The Training Plan shall perform the following functions, at a minimum:

    a. Provide a complete new employee orientation program that includes an introduction to the Authority.

    b. Fully train all personnel, including supervisors, to perform all phases of job duties and responsibilities for each job description. Training shall be provided, as appropriate, for all processes and procedures used in the performance of work under the Contract.

c. Fully train all toll operations personnel in the area of customer service. The Training Plan shall include, at a minimum, geographical and directional instructions (routes and distances to prominent landmarks and points of interest within a 50-mile radius of the Orlando area) and effective communications training.

2. All training materials acquired and/or developed by the TOC for the Contract shall be considered the property of the Authority and shall be remitted to the custody of the Authority at the end of the Contract. Any special licenses or rights acquired by the TOC for training materials shall be obtained in the name of the Authority. All training records shall be considered the property of the Authority. The Authority reserves the right to attend any TOC training classes. Final training manuals and documentation shall be subject to review and approval by the Authority.

3. The TOC shall submit for review and approval, all training courses and materials to the Authority before training is conducted. The final training course and materials shall be subject to review and approval by the Authority.

1.7 DOCUMENTATION REQUIREMENTS

The TOC shall maintain current and accurate records for all operations work. The records shall be organized and managed by a computerized data and information management system. The TOC shall maintain records in an electronic form easily retrievable and transferable to the Authority. All text documents and records created electronically shall be prepared on an Authority-approved software (Microsoft Word) or e-mail program (using only ASCII/unformatted text). Each page of text shall include a footer, which shall indicate the project, page number, and issue date or latest revision date of the document. All drawings, figures, flowcharts, etc., prepared electronically shall use an Authority-approved version of Excel, Visio or AutoCAD. All records are the property of the Authority and, as such, the Authority has the right to review and retrieve data and records at any time, electronic or hard copy. The TOC shall provide a full explanation of how and what system is going to be used to fulfill this requirement.

1.7.1 Documentation and Tracking Data

Documentation is a crucial element to the long-term reliable operation of the Authority's toll facilities. The ultimate role of documentation is to capture the knowledge accumulated by individuals working for the Authority and to transmit that knowledge to the next generation of people responsible for on-going Authority operations. Within that context, all information that might be useful for training the next generation of people shall be collected and reduced to a written form so that future expenses and operational difficulties are minimized. The current SOP is a prime example of this type of effort.

1.7.2 Correspondence - General

Written, hardcopy correspondence between the TOC and the Authority shall be used for all issues involving schedule, budget, technical approval, design reviews, contractual matters, and any other issue requiring formal documentation. A verbal approval shall be followed by a written approval to be obtained within one (1) business day.

1.7.3 Correspondence – Detail

All correspondence shall include the Contract name and identifying number assigned by the Authority. All correspondence shall have the date of creation and the name and signature of the correspondence author. One (1) hardcopy of all written correspondence shall be filed and accessible to the Authority on request. All correspondence shall be prepared with Microsoft Word and an electronic copy of all correspondence shall be maintained and archived. E-mail may be used for routine communication between the TOC's employees, Authority staff, and other consultants and contractors. Matters listed previously that require written correspondence will not be approved based upon e-mail. All e-mail that deals with any issues requiring written correspondence shall be archived.

1.8 PERFORMANCE

1.8.1 Employee Performance Incentive Plan Requirements

The Authority and the TOC agree that it is in the best interests of both parties to design and implement an Employee Incentive Plan to motivate employees to provide a high-level of customer service. It is this agreement that allows for an equitable means of allocating payments to the TOC to allow its full-time employees to receive an incentive to provide the highest quality customer service. The TOC shall disburse all incentive payments to the fulltime employees, except to the extent that the funds shall be withheld for FICA, income tax, insurance, other benefits, or for other standard payroll taxes or deductions. Payments received by the TOC from the Authority for the Employee Incentive Plan shall not exceed $150,000 annually. Approval by the Authority's Director of Toll Operations of any incentive plan is required prior to initiation.

1.8.2 Contract Performance Incentive Program

The Authority is open to developing a viable Contract Performance Incentive Program to improve operational efficiencies. The Authority will entertain discussions with the TOC on implementing a Contract Performance Incentive Program based on future operational efficiencies.

1.9 LIQUIDATED DAMAGES

1.9.1 System-Related Monitoring and Reporting Requirements – Actual Damages

The TOC is responsible for monitoring the ETC System which includes maintenance alarms and actual lane activity. When revenue is lost due to equipment failure (whether it involves manual collections, ACMs, AVI, or VES) and cannot be recovered from customers, the TOC shall be responsible for these lost revenues when:

1. The TOC has received an ETC System maintenance alarm and does not respond by notifying the maintenance contractor and/or the designated Authority staff member, within the specified time periods;
2. It is determined that the TOC failed to recognize problems in the lanes that should have been detected, as determined by the Authority; or
3. It is determined that the equipment failure or malfunction is a result of the TOC's negligence.

The Authority reserves the right to estimate the amount of lost revenue and invoice the TOC for that amount. The exception to this provision would be catastrophic events, as determined by the Authority.

1.9.2 System-Related Monitoring and Notification Requirements – Liquidated Damages

If the TOC has not fulfilled its notification requirements, and it has resulted in lost revenue, and actual damages cannot be determined, the Authority has the option of assessing Liquidated Damages for the TOC's failure to meet the monitoring and notification requirements. The response times, as specified in Section 1.3.8 of the Scope, are two hours from the time of System failure. Liquidated Damages will be applied at the following rates:

Response Time: Two (2) hours from the time of occurrence.

Hourly Charge per lane when response time is exceeded: The average revenue per hour for the time frame and collection point in question.

The TOC shall track when the ETC System issue became known, when the System Maintenance Contractor and the Authority were notified, and when the issue was fixed or addressed. The Authority will advise the TOC in writing of its intent to assess liquidated damages within 5 days of becoming aware of the occurrence and any delay. The time frame for measurement of response time will be determined through an analysis of available ETC System data and events surrounding the incident. Partial hours may be treated as whole hours at the discretion of the Authority, and liquidated damages amounts may be withheld from payments.

1.9.3 Performance Requirements – Liquidated Damages

If the Authority determines that the TOC is not meeting the performance requirements for any provision, the Authority will notify the TOC in writing, and the TOC will have two weeks to correct the level of performance cited to the appropriate standard. The TOC, in response to the written notification, shall provide an explanation of why the problem is occurring, and a plan for correcting it. If the TOC is unable to achieve the required level of performance, the Authority will have the right to assess liquidated damages retroactive to the date of notification at the rate of $200 per day, per criteria not achieved until the standard is met.

1.9.4 Reporting Requirements – Liquidated Damages

If the Authority determines that the TOC has failed to provide a required report, the Authority will notify the TOC in writing, and the TOC shall have two working days to provide the required report, containing the required information, in the fully completed, required, acceptable format.

The Authority will have the option of assessing liquidated damages at the rate of $200 per day, per report from the date the report is due to the date it is received

1.10 MISCELLANEOUS PROVISIONS

1.10.1 Coordination with Other Contractors

There are several other contractors working with the Authority on the ETC System. Some of these are directly related to the work being done by the TOC and some are not, but it is imperative that the TOC cooperate and coordinate activities where appropriate to ensure smooth operation. Examples of other contractors are: Toll System Maintenance Contractor, Customer Service Center Operator, fiber optic network maintenance, security maintenance, software maintenance, roadway maintenance, landscape maintenance, construction, installations, etc. This requirement is especially true when work involves the Toll System Hardware **or** Software Maintenance Contractor and/or the Installation Contractor for new construction or modifications. The TOC shall take whatever steps are deemed necessary by the Authority to accommodate this requirement.

1.10.2 Work Limitations

The TOC will be limited in the type of work activities that may be conducted. In general, the TOC shall not make physical modifications to the Authority's facilities. Some examples of this would be: modifications to the toll islands, structural modifications, certain electrical wiring, and cuts in the pavement (without a work order form the Authority specifically ordering the work). Running conduits and cables through the toll plaza tunnels or existing openings is allowed. Pre-approval by the Authority or the Authority's designated representatives is required for all facilities-related work. If physical, structural, or electrical modifications are requested of the TOC to accommodate the ETC System, the Authority will provide a specific work order, which describes the work to be done. The TOC shall provide acceptable detailed sketches, engineering drawings, and descriptions of the requested modifications required for proper installation.

1.10.3 E-PASS Related Programs and Activities

- The Authority and the Greater Orlando Airport Authority (GOAA) have a program where E-PASS is supported as a payment method for airport parking. The Customer Service Center (CSC) will provide the primary customer service support for this activity.

- Currently, the Authority supports interoperability with the following; Florida Turnpike Enterprise's SunPass® program, Lee County's Leeway program, North Carolina Turnpike's Quick Pass program and Georgia's State Road Toll Authority's Peach Pass program. While these agencies have their own CSCs, E-PASS customers who use these facilities may contact the E-PASS CSC with questions.

1.10.4 Upcoming Projects

The following is a list of proposed up-coming projects which are included in the Authority's Five Year Work Plan. These are presented for informational purposes only and the dates

included are estimated. The Authority has not committed to either the completion of the projects or to the dates shown.

- SR 429 Schofield Road – (2) 2 – Lane Ramps Plazas, 2015
- SR 528 Airport Plaza Demo/Widening – Removal of Mainline plaza and the addition of (4) 2 – Lane Ramps, 2016
- Innovation Way Interchange – (2) 2 - Lane Ramp Plazas, 2016
- Wekiva Parkway – This roadway will be an all-electronic (AET) roadway, 2016

1.10.5 Equipment Changes:

In addition to the above projects, the Authority is currently in the process of replacing/upgrading various components of its toll collection system. These upgrades primarily focus on in lane hardware and software along with the violation processing system.

1.11 JANITORIAL SERVICES

The TOC shall perform janitorial services in a manner that ensures the facilities specified below (including ramps) are maintained in an attractive, clean, and sanitary manner.

1.11.1 Name and Location of Mainline Toll Facilities

1. Beach Line Airport Plaza – SR 528
2. Beach Line Main Plaza – SR 528
3. University Plaza – SR 417
4. Curry Ford Plaza – SR 417
5. Boggy Creek Plaza – SR 417
6. John Young Plaza – SR 417
7. Dean Plaza – SR 408
8. Conway East Plaza – SR408
9. Conway West Plaza – SR 408
10. Hiawassee Plaza – SR 408
11. Forest Lake Plaza – SR 429
12. Independence Plaza – SR 429
13. Coral Hills Plaza – SR 414
14. Dallas Plaza – SR 528
15. Goldenrod Road Extension – SR 551

1.11.2 General Requirements

1. The TOC shall furnish all labor, materials, consumable supplies (including toilet tissue, hand towels, and hand soap), equipment, and tools necessary to perform all stated duties in an efficient and workmanlike manner. The services shall be performed for all mainline plazas and ramps. Mainline plazas shall be serviced on a daily basis whereas unmanned ramps shall be serviced monthly unless circumstances warrant immediate attention. The services shall be performed between the hours of 6:00 a.m., and 11:00 p.m., 7 days per week, or as approved by the Director of Toll Operations or his authorized representative.

2. The TOC shall keep a daily log of all routine maintenance operations performed by the janitorial personnel and make available to the Authority upon request.

3. The TOC shall submit, upon request by the Authority, a list of all materials to be used in providing the cleaning service. The Authority may approve or disapprove any product prior to commencement of service.

    a. The floor finish shall be non-staining and shall provide a high degree of slip protection.

    b. No cleaners shall be harmful to the surface to which they are applied.

    c. Dust mop treatment materials, which leave an oily residue, shall not be used.

4. The TOC shall be responsible for any breakage, damage, or loss incurred through the carelessness of any of its employees.

5. Dumpsters at the mainline plazas shall not be used for disposal of old fluorescent bulbs. The TOC shall be responsible for proper disposal of bulbs in accordance with environmental regulations.

1.11.3 Daily Work Cycle – Specific Requirements

- Clean glass in all entrance doors, inside and out.
- Shake interior/exterior mats and clean surrounding area.
- Vacuum carpeted areas and spot clean as needed.
- Dust mop uncarpeted areas with chemically treated mop.
- Empty wastebaskets, trash receptacles (replace liners where needed).
- Clean and sanitize water fountains.
- Clean and sanitize restroom sinks, commodes, urinals, counters, mirrors, and tile floors. Remove fingerprints, as needed. Clean dispensers and replenish paper towels, toilet tissue, sanitary napkins, and soap.
- Clean sinks, wipe counters, tables, chairs, trash receptacle, microwave (inside and outside), and refrigerator (outside only) in break room.
- Dust chairs and tables in reception area.
- Check lights. Replace burned-out lights, as necessary, using long-life rough service bulbs.

- Lanes – Sweep and blow down lanes. Pick-up trash on total concrete area, including under and around attenuators.
- Booths – Vacuum and mop, wipe counters, and empty trash.
- Empty outside trash barrels.
- All other tasks consistent with janitorial services.

1.11.4 Weekly Inside Work Cycle – Specific Requirements

- Vacuum, wet mop, and wax all floors.
- Clean windows and wash all countertops.
- Clean windowsills and shoe moldings.
- Remove cobwebs from walls, corners, and ceilings.
- Clean air conditioner vents.
- Vacuum tunnel floor at mainline plazas.
- Clean walls and ceilings of all tollbooths.
- Clean all ductwork and vents in plaza tunnels.

1.11.5 Weekly Outside Work Cycle – Specific Requirements

- Pick-up trash on grounds (i.e. parking lot, adjacent to building, and side walks).
- Clean booth air conditioning filters and vents.
- Vacuum stairway from tunnel to booth.
- Sweep or blow parking lot.

1.11.6 Monthly Work Cycle – Specific Requirements

- Vacuum under furniture and in corners.
- Wax all floors (Full strip & wax annually).
- Dust furniture, desks, chairs (including lags and spreaders), files, business equipment, etc.
- Spot clean painted surfaces.
- Clean exterior doorjambs, frames, and transoms in all entrances.
- Clean tile walls in bathrooms and Formica partitions.
- Clean inside walls.
- Clean outside storage areas.
- Clean all window blinds.
- Clean light panels in ceilings.

1.11.7 Quarterly Work Cycle – Specific Requirements

- Wash windows, inside and out.
- Wash painted walls and woodwork.
- Vacuum upholstered furniture.
- Clean picture frames and glass.
- Wash Naugahyde or plastic-covered furniture.

1.11.8 Semi-Annual Work Cycle – Specific Requirements

TOC shall clean carpeting twice per year (shampoo, steam clean, or dry chemical clean).

2 QUALITY MANAGEMENT AND QUALITY ASSURANCE

The TOC shall develop, implement, and maintain a Quality Management and Quality Assurance Plan.

2.1 QUALITY MANAGEMENT

2.1.1 Quality Policy

This policy shall reflect a commitment to achieve the highest standards of customer satisfaction and performance of the procedures necessary to provide toll operations services, while maintaining good organizational relationships with the Authority, FDOT, and law enforcement personnel. This policy shall include an organizational mission statement and/or managerial philosophy, along with goals and objectives linked to the quality management and assurance.

2.1.2 Quality Management/Quality Assurance

Identify all procedures/processes and include quality standards of behavior where appropriate. Acceptable tolerance/limitations shall be identified for each process/procedure. Methods of assuring compliance, such as inspection, monitoring, and audit review shall be identified with time frames noted.

2.1.3 Quality Assurance (QA)

QA shall include procedures to determine that quality control is being, or has been, performed effectively and appropriately. It shall include such activities as planned inspections necessary to ensure optimum toll collection, accounting verifications and audits, administration, toll plaza management, and TOC operations office management. Frequency of QA activities shall be noted, along with any appropriate minimum standards, showing the need for additional action if these are not met.

2.1.4 Quality Control (QC)

QC shall include prescribed procedures by which work products are reviewed and brought into compliance, where necessary, to conform with professional standards, contractual obligations, and commitments to the Authority. This includes activities to identify and eliminate causes of unsatisfactory performance and meet the goals and objectives of operational activities included as part of the Quality Policy.

2.1.5 Customer Satisfaction

2.1.5.1 Complaint Resolution

Customer complaints shall be received and handled by the TOC. Complaints received at the plazas shall be logged in with the date and time, and name and address of the customer. An attempt shall be made to resolve the complaint at the plaza with TOC staff or escalated to TOC management. If complaint

resolution is unsuccessful, the customer shall be politely referred to the Authority.

2.1.5.2 **Customer Satisfaction Survey**

The Authority will conduct periodic surveys at its discretion according to appropriate survey research methods. The TOC shall help in the development, distribution, collection, and analysis of the surveys. The survey will include questions concerning satisfaction with those aspects of toll operations that are most visible to the customer. These may include topics such as the degree of friendliness and courtesy shown by collectors, the attention paid to unique problems/difficulties faced by the customer, delays while traveling through toll plazas, cleanliness/overall appearance of facilities, and preference of traveling through toll facilities compared with alternate routes.

2.1.6 Employee Performance Assessment and Evaluation

The SOP shall contain a set of policies and procedures that creates a method to evaluate the performance of all employees. This method shall identify the evaluation process, including factors such as frequency of formal evaluation, the rating scale or criteria used to decide levels of performance, and the process by which employees are counseled regarding performance improvement.

2.2 CONTRACT PERFORMANCE MONITORING

1. The Authority will review the performance of the TOC's operations.
2. The SOP, coupled with the operations criteria, provide the standardization and performance levels necessary to ensure the Authority's effective development, administration, coordination, operation, and management.
3. The Authority expects the TOC to exceed minimum performance standards and equates that level of performance with a "Satisfactory" performance. The TOC shall strive to attain the highest standards of excellence in executing its responsibilities under the Contract as measured against performance standards consistent with best available practices. The TOC shall develop standards of excellence and have a strong, ongoing self-assessment program to measure progress against the standards. The TOC will receive favorable ratings for identifying "a better way" and for developing and implementing cost savings ideas and quality performance standards.

3 MOBILIZATION AND TRANSITION PLAN

The draft Mobilization and Transition Plan submitted by the TOC with the Technical Proposal shall be finalized for resubmittal to the Authority for review and approval immediately upon receipt by the TOC the Notice to Proceed.

3.1 MOBILIZATION

It is the Authority's intent that the TOC shall transition with the current contractor over no more than a two (2) month period covering May through June 2015. The TOC shall also use this time for project mobilization and start-up activities. The TOC shall provide a fully equipped office, a qualified staff, all necessary equipment and supplies, and maintain all documentation, forms and manuals necessary for the operation of the Authority's toll facilities and toll collection system.

3.2 TRANSITION

Smooth continuity of services is critical during the transition period from the current TOC to the new TOC. The Mobilization and Transition Plan submitted with the Technical Proposal shall be finalized and submitted to the Authority for review and approval immediately upon Notice to Proceed. The plan shall describe, in detail, the TOC's methodology and approach to carrying out and coordinating the transition of personnel and equipment. The plan shall include a Staffing Plan for both Administrative and Toll Collection Personnel. The plan shall address maintaining unobstructed traffic flow, normal and peak hour toll collection staffing, audit and control of toll transactions and revenues, and coordination. The plan shall include procedures to ensure that responsibility for reports, documentation, records and operating procedures is properly transferred from the current contractor to the TOC without degradation or interruption of services.

3.3 PLAZA TRANSITION STAFFING PLAN

Not later than 14 days before assumption of each toll collections plaza, the TOC shall submit the following hiring plan documents, developed in accordance with the Contract, to the Authority for review and approval:

1. Hiring Plan for Eligible Current Contractor Full-Time Employees – After reviewing the list and files (provided by current Contractor) of full-time employees eligible for first right of refusal, the TOC shall submit its hiring plan for these employees, including the first date of employment.

2. Hiring Plan for Other Toll Collection Employees – The TOC shall submit a hiring plan for toll positions required beyond those filled by current Contractor's full-time employees. The list shall include additional full-time and all part-time employees.

3. Summary of Hiring Plan – The TOC shall submit a hiring plan for the total number of full-time and part-time toll collection positions and the total number of toll plaza managerial and supervisory positions for each plaza.

3.4 PROPERTY AND EQUIPMENT INVENTORIES

Not later than seven days before assumption of each toll collections plaza operations and operations at the Authority's Headquarters, the TOC, Authority, and current contractor will jointly inventory all Authority owned property at each plaza and associated ramp locations. Any discrepancies shall be reported to the Authority in writing. A property inventory report shall be submitted. The preliminary version of the report shall be submitted with each phase and a final

report, including all plazas, shall be submitted with the last plaza. The report shall be maintained current and shall be reissued annually, or as directed by the Authority. The property inventory report(s) shall contain a list of all relevant property items by Authority inventory number. All property and equipment purchased for this project will remain the property of the Authority at the end of the contract.

3.5 UNIFORMS

3.5.1 General

The TOC shall provide all toll collection uniforms. All employees required to meet with the public in a toll collection capacity shall be properly uniformed. These staff positions shall include, at a minimum: toll collectors, toll collection supervisors, and toll collection couriers. The TOC shall maintain the uniforms in a presentable manner and ensure each person required to wear a uniform has a sufficient supply.

3.5.2 Uniform Design

The current contractor has recently signed a contract to provide uniforms. The contract has provisions for the new TOC to assume the uniform contract. The TOC shall assume the uniform contract and use it for providing the required uniforms. Pricing will be provided with the pricing sheets.

3.6 END OF CONTRACT TRANSITION

1. The TOC acknowledges that the services under the Contract are vital to the Authority and must be continued without interruption and that, upon Contract expiration or termination, a successor (either the Authority or another contractor) may continue them. The TOC agrees to exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor.
2. The TOC shall, upon the Authority's written notice, furnish transition services during the last 90 days of the Contract. The TOC shall also negotiate in good faith with the successor a plan describing the nature and extent of transition services required. The training program and a date for transferring responsibilities for each division of work shall be subject to Authority approval. The TOC shall provide sufficient experienced personnel during the transition period to ensure that the services called for by the Contract are maintained at the required level of proficiency.
3. The TOC shall allow as many personnel as necessary, in the judgment of the Authority, to remain on the job to help the successor maintain the continuity and consistency of the services required by the Contract. The TOC shall also make available to the Authority for use by the successor all necessary personnel records, as it pertains to performance and training, and shall allow the successor to conduct on-site interviews with these employees. The TOC shall release those employees to be hired by the successor at a mutually agreeable date.

4. The TOC shall be reimbursed for all reasonable and applicable costs (i.e., costs that the TOC might incur after Contract expiration) that result from operations transition and a fee (profit) not to exceed a pro rata portion of the fee (profit) under the Contract.

End of Scope of Services

Contract No. 001071
Contract No. 001169

NAME CHANGE AGREEMENT

WHEREAS, on November 12, 2015, Central Florida Expressway Authority, a body politic and agency of the State of Florida, hereinafter referred to as "CFX", and URS Energy & Construction, Inc., "CONTRACTOR", entered into an Agreement, and amendments thereto, whereby the CONTRACTOR would provide toll facilities operations and management and related tasks as may from time to time be assigned to the Contractor by CFX.

WHEREAS, on September 12, 2016 the CONTRACTOR officially changed its legal, registered name to AECOM Energy & Construction, Inc.; and

WHEREAS, AECOM Energy & Construction, Inc. will continue to perform all of its duties, responsibilities, and obligations under the Agreement.

WHEREAS, CFX hereby consents to continuing the Agreement with AECOM Energy & Construction, Inc.

WHEREAS, where the term URS Energy & Construction, Inc. shall appear in the original Agreement as amended, the term shall hereinafter mean and refer to AECOM Energy & Construction, Inc.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS except as expressly amended hereby, all the remaining provisions of the Agreement shall remain in full force and effect.

****

Contract No. 001071
Contract No. 001169

IN WITNESS WHEREOF, the CONTRACTOR caused these presents to be executed by their duly authorize officer this 17 day of January, 2017.

(Seal)

TAMICA SINANAN DIZON
Notary Public - State of Florida
My Comm. Expires Jan 26, 2018
Commission # FF 085611

CONTRACTOR AECOM Energy & Construction, Inc.

ATTEST:

BY _____
Signature

_____

Brad White, Vice President
Name and Title

CONSENT TO ABOVE AND FOREGOING NAME CHANGE
ON BEHALF OF CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY _____
Signature

Aneth Williams
Aneth Williams, Director of Procurement

1-19-17
Date

Approved as to form and execution, only.

_____
General Counsel for CFX

EXHIBIT "A"

CERTIFICATE OF AMENDED
AND RESTATED ARTICLES OF INCORPORATION

CERTIFICATE OF

AMENDED AND RESTATED ARTICLES OF INCORPORATION

URS ENERGY & CONSTRUCTION, INC.

Charter Number 171108

The undersigned, Jeanne C. Baughman, who is the Secretary of URS Energy & Construction, Inc., an Ohio corporation for profit, does hereby certify that in a writing signed by all the shareholders who would be entitled to notice of a meeting held for that purpose, the attached Amended and Restated Articles of Incorporation were adopted to supersede and take the place of the existing Articles and all amendments thereto.

IN WITNESS WHEREOF, the above named officer, acting for and on behalf of the corporation, has hereunto subscribed her name on September 7, 2016.

URS ENERGY & CONSTRUCTION, INC.

Jeanne C. Baughman

Jeanne C. Baughman, Secretary

AECOM ENERGY & CONSTRUCTION, INC.
(an Ohio corporation)

AMENDED AND RESTATED ARTICLES OF INCORPORATION

(As of September 12, 2016)

FIRST: The name of the corporation is AECOM Energy & Construction, Inc.

SECOND: The place in the State of Ohio where its principal office is located is in the City of Columbus, Franklin County.

THIRD: The purposes of the corporation are as follows: To perform a broad range of design, engineering, construction, construction management, facilities and operations maintenance, environmental remediation and mining services including, but not limited to, engineering and architectural work of a general, civil, mechanical, electrical or mining nature, including preparation of plans and specifications, and act as consulting and superintending engineers and architects, and generally to do and perform any and all work as engineers, architects, builders and contractors, and to solicit, obtain, make, perform, promote and carry out contracts covering the general building and contracting business and all operations connected therewith of every kind, character and description, and to engage in any other lawful act or activity for which corporations may be formed under Sections 1701.01 to 1701.98, inclusive, of the Revised Code of Ohio.

FOURTH: The number of shares which the corporation is authorized to have outstanding is sixty thousand (60,000) shares of common stock, all of which shall have a par value of Ten Dollars ($10.00).

FIFTH: These Amended and Restated Articles of Incorporation take the place of and supersede the existing Articles of Incorporation as heretofore amended.

CONTRACT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
URS ENERGY & CONSTRUCTION, INC.

TOLL FACILITIES OPERATIONS AND MANAGEMENT SERVICES

CONTRACT NO. 001071
CONTRACT DATE: NOVEMBER 12, 2015
CONTRACT AMOUNT: $67,274,165.81

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CONTRACT, SCOPE OF SERVICES, METHOD OF COMPENSATION, ADDENDA, TECHNICAL PROPOSAL, PRICE PROPOSAL, REFERENCE DOCUMENTS, STANDARD OPERATING PROCEDURES, PERFORMANCE BOND, AND FORMS

CONTRACT, SCOPE OF SERVICES, METHOD OF COMPENSATION, ADDENDA, TECHNICAL PROPOSAL, PRICE PROPOSAL, REFERENCE DOCUMENTS, STANDARD OPERATING PROCEDURES, PERFORMANCE BOND, AND FORMS

FOR

TOLL FACILITIES OPERATIONS AND MANAGEMENT SERVICES

CONTRACT NO. 001071

NOVEMBER 2015

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Members of the Board

Welton Cadwell, Chairman
Scott Boyd, Vice-Chairman
Brenda Carey, Secretary/Treasurer
Buddy Dyer, Member
Fred Hawkins, Jr., Member
Teresa Jacobs, Member
Andria Herr, Member
Jay Madara, Member
S. Michael Scheeringa, Member
Diane Guitierrez- Scaccetti, Non-Voting Advisor

Executive Director

Laura Kelley

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Attached compact disk contains the following and are incorporated herein

Reference Documents (Part of Scope of Services)
Standard Operating Procedures (Part of Scope of Services)
Addendum No. 1
Addendum No. 2
Addendum No. 3
Addendum No. 4
Addendum No. 5
Addendum No. 6
Technical Proposal
Acknowledgement of Addenda
Code of Ethics Form
Conflict of Interest Form
Drug Free Workplace Form

CONTRACT

This Contract No. 001071 (the "Contract" as defined herein below), is made this 12th day of November, 2015, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called CFX and URS ENERGY & CONSTRUCTION, INC., 10276 NW 47th Street, Sunrise, Florida 33351, 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, the 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 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 toll facilities operations and management and related tasks as may from time to time be assigned to the contractor by CFX; and,

WHEREAS, on or about February 15, 2015, CFX issued a Request for Proposals seeking qualified contractors to perform such tasks; and,

WHEREAS, CONTRACTOR was the successful one of two qualified firms that responded to the Request for Proposals and was ultimately selected; and,

NOW THEREFORE, in consideration of the mutual covenants and benefits set forth herein and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged by each party to the other, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED

The CONTRACTOR shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the 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 toll facilities operations and management as detailed in the Contract Documents and any amendments, supplements, or modifications thereto.

CFX does not guarantee that all of the services described in the Scope of Services will be assigned during the term of the Contract. Further, the CONTRACTOR is providing these services on a non-exclusive basis. CFX, at its option, may elect to have any of the services set forth herein performed by other contractors or CFX staff.

The Contract Documents, in order of precedence, consist of:

1.1 The Contract, including insurance policies and bonds,
1.2 The Addenda,
1.3 The Scope of Services,
1.4 The Method of Compensation,
1.5 The Technical Proposal submitted by CONTRACTOR, and
1.6 The Price Proposal submitted by CONTRACTOR,

(collectively, the "Contract").

2. TERM AND TERMINATION

The initial term of the Contract will be five (5) years from the date established in the Notice to Proceed from CFX. There shall be five (5) renewal options of one (1) year each. The options to renew are at the sole discretion and election of CFX. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by the CONTRACTOR are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide the CONTRACTOR with written notice of its intent at least 90 days prior to the expiration of the initial five-year Contract Term.

CFX shall have the right to terminate or suspend the Contract, in whole or in part, at any time with 90-days' notice for convenience or 60 days with cure notice for cause for CONTRACTOR's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by CFX (with or without cause) constitute a default by CFX. In the event of a termination for convenience or without cause, CFX shall notify CONTRACTOR (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth hereinabove. CONTRACTOR will be paid for all work performed prior to termination and any reasonable, documented, direct, normal, and ordinary termination expenses. CONTRACTOR will not be paid for special, indirect, consequential, or undocumented termination expenses. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for cause.

If CONTRACTOR: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient personnel or with sufficient materials to assure the prompt performance of the work items covered by the Contract; (iv) fails to comply with the Contract, or (v) performs unsuitably or unsatisfactorily in the opinion of CFX reasonably exercised, or for any other cause whatsoever, fails to carry on the work in an acceptable manner, or if the surety executing the bond, for any reasonable cause, becomes unsatisfactory in the opinion of CFX, CFX will give notice in writing to the CONTRACTOR and CONTRACTOR's surety of such delay, neglect or default. If the Contract is declared in default, CFX may require the CONTRACTOR's surety to take over and complete the Contract performance. Upon the failure or refusal of the surety to assume the Contract within the time demanded, CFX may take over the work covered by the Contract.

If CONTRACTOR (within the curative period, if any, described in the notice of default) does not correct the default, CFX will have the right to remove the work from CONTRACTOR and to declare the Contract in default and terminated.

Upon declaration of default and termination of the Contract, CFX will have the right to appropriate or use any or all materials and equipment on the sites where work is or was occurring, as CFX determines, and may retain others for the completion of the work under the Contract, or may use other methods which in the opinion of CFX are required for Contract completion. All costs and charges incurred by CFX because of, or related to, the CONTRACTOR's default (including the costs of completing Contract performance) shall be charged against the CONTRACTOR. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the CONTRACTOR and the surety shall be jointly and severally liable and shall pay CFX the amount of the excess. If, after the default notice curative period has expired, but prior to any action by CFX to complete the work under the Contract, CONTRACTOR demonstrates an intent and ability to cure the default in accordance with CFX's requirements, CFX may, but is not obligated to, permit CONTRACTOR to resume work under the Contract. In such circumstances, any costs of CFX incurred by the delay (or from any reason attributable to the delay) will be deducted from any monies due or which may become due CONTRACTOR under the Contract. Any such costs incurred by CFX which exceed the remaining amount due on the Contract shall be reimbursed to CFX by CONTRACTOR. The financial obligations of this paragraph, as well as any other provision of the Contract which by its nature and context survives the expiration of earlier termination of the Contract, shall survive the expiration or earlier termination of the Contract.

CFX shall have no liability to CONTRACTOR for expenses or profits related to unfinished work on a Contract terminated for default.

CFX reserves the right to cancel and terminate this Contract in the event the CONTRACTOR or any employee, servant, or agent of the CONTRACTOR is indicted or has 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 terminate or cancel this Contract in the event the CONTRACTOR shall be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. Such termination shall be deemed a termination for default.

3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES

3.1 The Contract Amount for the five-year Contract term is $67,274,165.81.

3.2 CFX agrees to pay CONTRACTOR for services performed in accordance with the Method of Compensation.

4. AUDIT AND EXAMINATION OF RECORDS

4.1 Definition of Records:

(i) "Contract Records" shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, related to the Contract or the CONTRACTOR's performance of the Contract determined necessary or desirable by CFX for any purpose. Proposal Records shall include, but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by CONTRACTOR in determining labor, unit price, or any other component of a bid submitted to CFX.

(ii) "Proposal Records" shall include, but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subcontractors, or material suppliers, profit contingencies and any manuals standard in the industry that may be used by CONTRACTOR in determining a price.

CFX reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Proposal Records (as hereinafter defined) of the CONTRACTOR or any subcontractor. By submitting a response to the Request for Proposal, CONTRACTOR or any subcontractor submits to and agree to comply with the provisions of this section.

If CFX requests access to or review of any Contract Documents or Proposal Records and CONTRACTOR refuses such access or review, CONTRACTOR shall be in default under its Contract with CFX, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of CONTRACTOR. These provisions shall not be limited in any manner by the existence of any CONTRACTOR claims or pending litigation relating to the Contract. Disqualification or suspension of the CONTRACTOR for failure to comply with this section shall also preclude the CONTRACTOR from acting in the future as a subcontractor of another CONTRACTOR doing work for CFX during the period of

disqualification or suspension. Disqualification shall mean the CONTRACTOR is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.

Final Audit for Project Closeout: The CONTRACTOR shall permit CFX, at CFX's option, to perform or have performed, an audit of the records of the CONTRACTOR and any or all subcontractors to support the compensation paid the CONTRACTOR. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONTRACTOR under the Contract are subsequently determined to have been inadvertently paid by CFX because of accounting errors or charges not in conformity with the Contract, the CONTRACTOR agrees that such amounts are due to CFX upon demand. Final payment to the CONTRACTOR shall be adjusted for audit results.

CONTRACTOR shall preserve all Proposal Records and Contract Records for the entire term of the Contract and for a period of five (5) years after the later of: (i) final acceptance of the project by CFX, (ii) until all claims (if any) regarding the Contract are resolved, or (iii) expiration of the Proposal Records and Contract Records' status as public records, as and if applicable, under Chapter 119, Florida Statutes.

5. MINORITY AND WOMEN'S BUSINESS ENTERPRISES

CFX has adopted a program to provide opportunities for small business, including Minority Business Enterprises ("MBEs") and Women's Business Enterprises ("WBEs"). Under CFX's program, CONTRACTOR is encouraged to grant small businesses the maximum opportunity to participate in the provision of the Services with respect to the operation and maintenance of the System. CONTRACTOR shall provide information regarding its employment of such businesses and the percentage of payments made to such businesses and others. CONTRACTOR shall provide an annual report to CFX on or before each anniversary of the Contract Date hereof and throughout the Term, regarding use of small business MBEs and WBEs and the percentage of payments made to enterprises falling within such categories. Such report shall consolidate the information contained in CONTRACTOR's invoices, and shall be in a form reasonably acceptable to CFX.

6. CONTRACTOR INSURANCE AND PERFORMANCE BOND

CONTRACTOR shall carry and keep in force during the period of this Contract, the required amount of coverage as stated below. All bonds and insurance must be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a rating of "A-" (excellent) and a financial rating of Class XII, as defined by A.M. Best and Company's Key Rating Guide and must be approved by CFX. All surety bonds shall be in a form and issued by a surety company approved by CFX. CONTRACTOR shall carry and keep in force the following insurance coverage, and provide CFX with correct certificates of insurance (ACORD forms) upon Contract execution:

6.1 **Commercial General Liability** Insurance having a minimum coverage of One Million Dollars ($1,000,000.00) per occurrence of bodily injury or property damage and a minimum of Two Million Dollars ($2,000,000.00) annual aggregate for both General and Products and Completed Operations. Liability insurance shall be current ISO simplified form including products and completed operations coverage. The contractual liability insurance coverage shall include coverage for responsibilities and liabilities assumed by CONTRACTOR under this Agreement.

6.2 **Business Automobile Liability** (for bodily injury, death and property damage) having a minimum coverage of One Million Dollars ($1,000,000.00) for each accident;

6.3 **Workers' Compensation Insurance** Coverage, including all coverage required under the laws of the state of Florida (as amended from time to time hereafter);

6.4 **Unemployment Insurance** Coverage in amounts and forms required by Florida law, as it may be amended from time to time hereafter.

6.5 **Performance Bond** equivalent to $1,000,000.00 issued on an annually renewable basis. The terms and provisions of the performance bond shall be satisfactory to CFX in its sole and absolute discretion. CFX may apply any or all of such bond to reimburse it for damages caused by any defaults of CONTRACTOR under this Contract or to remedy any events of default. If CONTRACTOR is not in default at the expiration or termination of this Contract, CFX will authorize the release and return of the performance bond to CONTRACTOR.

6.6 **Employees Fidelity Bond** covering each employee for a minimum of $100,000.00 per employee, covering each employee of CONTRACTOR employed on this Contract.

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. CONTRACTOR shall be responsible for any deductible it may carry. At least fifteen (15) days prior to the expiration of any such policy of insurance required to be carried by CONTRACTOR hereunder, CONTRACTOR shall deliver insurance certificates to CFX evidencing a renewal or new policy to take the place of the one expiring. Procurement of insurance shall not be construed to limit CONTRACTOR's obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by CFX.

Any insurance carried by CFX in addition to CONTRACTOR's policies shall be excess insurance, not contributory.

If CONTRACTOR fails to obtain the proper insurance policies or coverages, or fails to provide CFX with certificates of same, CFX may obtain such polices and coverages at CONTRACTOR's expense and deduct such costs from CONTRACTOR payments.

7. CONTRACTOR RESPONSIBILITY

7.1 CONTRACTOR shall take all reasonable precautions in the performance of the Services and shall cause its employees, agents and subcontractors to do the same. CONTRACTOR shall be solely responsible for the safety of, and shall provide protection to prevent damage, injury or loss to:

(i) all employees of CONTRACTOR and its subcontractors and other persons who would reasonably be expected to be affected by the performance of the Services;

(ii) other property of CONTRACTOR and its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible on or adjacent to the plazas or other areas upon which services are performed;

(iii) members of the public who may be traveling through the plazas and their vehicles.

7.2 CONTRACTOR shall comply, and shall cause its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible, with the applicable laws, ordinances, rules, regulations, orders of public authorities, sound business practices, including without limitation:

(i) those relating to the safety of persons and property and their protection from damage, injury or loss, and

(ii) all workplace laws, regulations, and posting requirements, and

(iii) implementation of a drug-free workplace policy at least of a standard comparable to, and in compliance with, CFX's Drug-Free Workplace Policy; And

(iv) compliance with the public records laws of Chapter 119, Florida Statutes.

7.3 CONTRACTOR shall be responsible for actual damage and loss that may occur with respect to any and all property located on or about any structures in any way involved in the provision of services by CONTRACTOR, whether such property is owned by CONTRACTOR, CFX, or any other person, to the extent such damage or loss shall have been caused or brought about by the negligent acts or omissions of CONTRACTOR or its employees, agents, officers or subcontractors or any other persons for whom CONTRACTOR may be legally or contractually responsible.

7.4 CONTRACTOR shall ensure that all of its activities and the activities of its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible are undertaken in a manner that will minimize the effect on surrounding property and the public. CONTRACTOR shall immediately notify CFX of any material adverse change in CONTRACTOR's financial condition, business, prospects, affairs, or operations, or of such change of any partner, or of such change of any shareholder holding greater than a 10% interest in CONTRACTOR, or of the existence of any material impairment of rights or ability of CONTRACTOR to carry on as its business and operations are currently conducted.

7.5 CONTRACTOR shall not make any requirement of any employee, or enter into a non-competition agreement with any employee, whether oral or written, of any kind or nature that would prohibit CONTRACTOR's employees from leaving CONTRACTOR's employ and taking employment with any successor of CONTRACTOR.

7.6 CONTRACTOR shall be responsible for any shortage of tolls collected in accordance with the Scope and SOP Manual, and any theft or conversion of collected toll funds by employees of Contractor, or arising out of the negligence of Contractor;

8. 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 Controls and Training Manager, Accounting Manager, Audit Manager, Safety and Security Manager, and Toll Operations Manager (the "Key Personnel") and CONTRACTOR's covenant to have employees possessing such expertise, knowledge and experience available at all times to assist in the provision of the services. Throughout the Term of this Contract, CONTRACTOR shall employ individuals having significant training, expertise, and experience in the areas or disciplines more particularly set forth in the Scope of Services, together with such other areas of expertise or experience, as may be designated from time to time during the Term of this Contract by CFX. When CFX designates an additional area for which expertise or experience shall be required, CONTRACTOR shall use all reasonable and diligent efforts to promptly hire and retain one or more individuals possessing such experience or expertise.

CONTRACTOR shall hire and maintain Key Personnel as employees throughout the Term of the Contract. The identity of the individuals, initially assigned to each of such positions by 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. Key Personnel may be dismissed for unsatisfactory performance or any reason set forth below.

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 without the prior notification to CFX, such action shall constitute an event of default by CONTRACTOR hereunder. CONTRACTOR may cure such event of

default only by replacing the Key Personnel with another employee having comparable experience and qualifications.

Promptly upon request of CFX, CONTRACTOR shall remove from activities associated with or related to the performance of this Contract any employee whom CFX considers unsuitable for such work. Such employee shall not be reassigned to perform any work relating to the services except with the express written consent of CFX

9. INDEMNITY

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 of the CONTRACTOR (its subcontractors, officers, agents or employees), including without limitation any misappropriation or violation of third party copyright, trademark, patent, trade secret, publicity, or other intellectual property rights or other third party rights of any kind by or arising out of any one or more of the following:

9.1 violation of same by CONTRACTOR, its subcontractors, officers, agents or employees,

9.2 CFX's use or possession of the CONTRACTOR Property or CONTRACTOR Intellectual Property (as defined herein below),

9.3 CFX's full exercise of its rights under any license conveyed to it by CONTRACTOR,

9.4 CONTRACTOR's violation of the confidentiality and security requirements associated with CFX Property and CFX Intellectual Property (as defined herein below),

9.5 CONTRACTOR's failure to include terms in its subcontracts as required by this Contract,

9.6 CONTRACTOR's failure to ensure compliance with the requirements of the Contract by its employees, agents, officers, or subcontractors, or

9.7 CONTRACTOR's breach of any of the warranties or representations contained in this Contract.

CONTRACTOR will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of CFX or any of its officers, agents or employees. The parties agree that 1% of the total compensation to the CONTRACTOR for performance of each task authorized under the Contract is the specific

consideration from CFX to CONTRACTOR for CONTRACTOR's indemnity and the parties further agree that the 1% is included in the amount negotiated for each authorized task.

10. PUBLIC RECORDS

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONTRACTOR in conjunction with this Contract (including without limitation CONTRACTOR Records and Proposal Records, if and as applicable), CONTRACTOR shall immediately notify CFX. Thereafter, CONTRACTOR shall follow CFX'S instructions with regard to such request. To the extent that such request seeks non-exempt public records, CFX shall direct CONTRACTOR to provide such records for inspection and copying incompliance with Chapter 119. A subsequent refusal or failure by CONTRACTOR to timely grant such public access will be grounds for immediate, unilateral cancellation of the Contract by CFX.

11. PRESS RELEASES

CONTRACTOR shall make no statements, press releases or publicity releases concerning the Contract or its subject matter, or otherwise *disclose or permit to be disclosed any* of the data or other information obtained or furnished under the Contract, or any particulars thereof, including without limitation CFX Property and CFX Intellectual Property, without first notifying CFX and securing its consent in writing.

12. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS

CFX is and shall be and remain the sole owner of all rights, title, and interest in, to, and associated with all plans, documents, software in all forms, hardware, programs, procedures, specifications, drawings, brochures pamphlets, manuals, flyers, models, photographic or design images, negatives, videos and film, tapes, work product, information, data and other items (all whether in preliminary, draft, master, final, paper, electronic, or other form), along with the media on which they reside and with which they interface for function or aesthetics, that are generated or developed with respect to and in connection with this Contract and the performance thereof (collectively, the "CFX Property"). CFX's ownership of CFX Property includes without limitation all common law, statutory and other rights, title, and interest in, to, and associated with trademark, service mark, copyright, patent, trade secret, and publicity (collectively, the "CFX Intellectual Property"). CONTRACTOR, its employees, agents, officers, and subcontractors acknowledge that E-PASS® is CFX's registered trademark name for CFX's electronic toll collection system, and comprises a portion of CFX Intellectual Property.

CONTRACTOR, its employees, agents, officers, and subcontractors may not use CFX Property or CFX Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of CFX, which may be granted or denied in CFX's sole discretion. CONTRACTOR, its employees, agents, officers, and subcontractors' access to and/or use of CFX Property and CFX Intellectual Property is without any warranty or representation by CFX regarding same.

For all materials listed hereinabove that are not generated or developed under this Contract or performance hereof, but rather are brought in, provided, or installed by CONTRACTOR (collectively, the "CONTRACTOR Property"), and the intellectual property rights associated therewith (collectively, the "CONTRACTOR Intellectual Property"), CONTRACTOR (its employees, officers, agents, and subcontractors, which for purposes of this section shall collectively be referred to as "CONTRACTOR") warrants and represents the following:

12.1 CONTRACTOR was and is the sole owner of all right, title and interest in and to all CONTRACTOR Property and CONTRACTOR Intellectual Property; **OR**

12.2 CONTRACTOR has obtained, and was and is the sole holder of one or more freely assignable, transferable, non-exclusive licenses in and to the CONTRACTOR Property and CONTRACTOR Intellectual Property, as necessary to provide and install the CONTRACTOR Property and/or to assign or grant corresponding to CFX all licenses necessary for the full performance of this Contract; and that the CONTRACTOR is current and will remain current on all royalty payments due and payable under any license where CONTRACTOR is licensee; **AND**

12.3 CONTRACTOR has not conveyed, and will not convey, any assignment, security interest, exclusive license, or other right, title, or interest that would interfere in any way with 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. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

CONTRACTOR warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Contract, and that CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted.

CONTRACTOR acknowledges that CFX officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with CFX in accordance with CFX's Ethics Policy. CONTRACTOR acknowledges that it has read the Ethics Policy and, to the extent applicable, CONTRACTOR will comply with the aforesaid Ethics Policy in connection with performance of the Contract.

In the performance of the Contract, CONTRACTOR shall comply with all applicable local, state, and federal laws and regulations and obtain all permits necessary to provide the Contract services.

CONTRACTOR covenants and agrees that it and its employees, officers, agents, and subcontractors shall be bound by the standards of conduct provided in Florida Statutes 112.313 as it relates to work performed under this Contract, which standards will be reference be made a part of this Contract as though set forth in full.

15. 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.

16. NOTIFICATION of CONVICTION of CRIMES

CONTRACTOR shall notify CFX if any of CONTRACTOR's Key Personnel shall be convicted of any crime, whether state or federal, or felony or misdemeanor of any degree. Such notification shall be made no later than thirty (30) days after the conviction, regardless of whether such conviction is appealed.

17. SUBLETTING AND ASSIGNMENT

CFX has selected CONTRACTOR to perform the Services based upon characteristics and qualifications of CONTRACTOR and its employees. Therefore, CONTRACTOR shall not sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the CONTRACTOR's right, title, or interest therein without the written consent of CFX, which may be withheld in CFX'S sole and absolute discretion. Any attempt by CONTRACTOR to dispose of this Contract as described above, in part or in whole, without CFX'S written consent shall be null and void and shall, at CFX's option, constitute a default under the Contract.

Notwithstanding the foregoing:

17.1 CONTRACTOR may assign its rights to receive payment under this Agreement with CFX's prior written consent, which consent shall not be unreasonably withheld. CFX may assign all or any portion of its rights under this Agreement without consent of or advance notice to CONTRACTOR; and

17.2 Subject to the right of CFX to review and approve or disapprove subcontracts, and subject to the compliance by CONTRACTOR with the provisions of this Contract with regard to Key Personnel, CONTRACTOR shall be entitled to subcontract some of the services hereunder to other entities, provided that all subcontracts:

(i) shall name CFX as a third party beneficiary and provide that the subcontract is assignable to CFX (or its successor in interest under the terms of this Contract) without the prior approval of the parties thereto, and that the assignment thereof shall be effective upon receipt by the subcontractor of written notice of the assignment from CFX. Upon such event, CFX shall be deemed to assume all rights and obligations of the CONTRACTOR under the subcontract, but only to the extent such rights and obligations accrue from and after the date of the assignment. Without limitation, all warranties and representations of subcontractor shall inure to the benefit of CFX, and

(ii) shall require the subcontractor to comply with all laws and the SOP Manual, as all may be revised, modified and supplemented from time to time, and must require the subcontractor to carry forms and amounts of insurance satisfactory to CFX in its sole discretion, and shall provide CFX with certificates of insurance upon request. CFX shall be listed as an additional insured on all such insurance policies, and copies of correct insurance certificates and policies shall be delivered to CFX upon request, and

(iii) shall require the subcontractor to join in any dispute resolution proceeding upon request of CFX, and

(iv) shall include the same or similar terms as are included in this Contract with respect to subcontractors, providing CFX with equal or greater protections than herein.

If, during the life of the Contract and any renewals hereof, CONTRACTOR desires to subcontract any portion(s) of the work to a subcontractor that was not disclosed by the CONTRACTOR to CFX at the time that the Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subcontractor, equal or exceed twenty five thousand dollars ($25,000.00), the CONTRACTOR shall first submit a request to CFX's Director of Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the Executive Director or her/his designee, no such subcontract shall be executed by the CONTRACTOR until it has been approved by CFX Board. In the event of a designated emergency, the CONTRACTOR may enter into such a subcontract with the prior written approval of the Executive Director or her/his designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by CFX Board at its next regularly scheduled meeting.

18. DISPUTES

All services shall be performed by the CONTRACTOR to the reasonable satisfaction of CFX's Executive Director (or her/his delegate), who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Contract, the prosecution and fulfillment of the services described and the character, quality, amount and value thereof. The Executive Director's decision upon all claims, questions and disputes shall be final agency action. Adjustments of compensation and Contract time, because of any major changes in the work that may become necessary or desirable as the work progresses shall be left to the absolute discretion of the Executive Director (and CFX Board if amendments are required) and supplemental agreement(s) of such nature as required may be entered into by the parties in accordance herewith.

19. REMEDIES

In addition to any remedies otherwise available to CFX under law, upon an uncured default CFX shall have the right to appropriate or use any or all materials and equipment on the sites where work is or was occurring, and may enter into agreements with others for the completion of the work under the Contract, or may use other methods which in the opinion of CFX are required for Contract completion. All costs and charges incurred by CFX because of or related to the CONTRACTOR's default including, but not limited to, the costs of completing Contract performance shall be charged against the CONTRACTOR. If the expense of Contract completion exceeds the remaining sum which would have been payable under the balance of the Contract, CONTRACTOR shall be liable to CFX for the difference. On a Contract terminated for default, in no event shall CFX have any liability to the CONTRACTOR for expenses or profits related to unfinished work, or for CFX's use of any CONTRACTOR materials or

equipment on the work sites, including without limitation the CONTRACTOR Property and CONTRACTOR Intellectual Property.

20. PREVAILING PARTY ATTORNEY'S FEES

If any contested claim arises hereunder or relating to the Contract (or CONTRACTOR's work hereunder), and either party engages legal counsel, the prevailing party in such dispute, as "prevailing party" is hereinafter defined, shall be entitled to recover reasonable attorneys' fees and costs as defined herein, from the non-prevailing party.

In order for CONTRACTOR to be the prevailing party, CONTRACTOR must receive an adjusted judgment or adjusted award equal to at least eighty percent (80%) of its contested claims filed with CFX, failing which CFX will be deemed the prevailing party for purposes of this Contract.

For purposes of determining whether the judgment of award is eighty percent (80%) or more of the contested claims, "adjusted award" or "adjusted judgment" shall mean the amount designated in the award or final judgment as compensation to CONTRACTOR for its claims (exclusive of interest, cost or expenses), less: (i) any amount awarded to CFX (exclusive of interest, costs or expenses) on claims asserted by CFX against CONTRACTOR in connection with the Contract, and (ii) any amount offered in settlement prior to initiation of CONTRACTOR litigation (exclusive of interest, cost or expense), which for purposes of enforcing this section only shall be admissible into evidence.

The term "contested claim" or "claims" shall include "Claims" as defined in Section 11, as well as the initial written claim (s) submitted to CFX by CONTRACTOR (disputed by CFX) which have not otherwise been resolved through ordinary close-out procedures of the Contract prior to the initiation of litigation. CONTRACTOR claims or portions thereof, which CFX agrees or offers to pay prior to initiation of litigation, shall not be deemed contested claims for purposes of this provision. If CONTRACTOR submits a modified, amended or substituted claim after its original claim and such modified, amended or substituted claim(s) is for an amount greater than the prior claim(s), the higher amount shall be the claim(s) for purposes of determining whether the award is at least eighty percent (80%) of CONTRACTOR's claim(s).

Attorneys' fees and costs awarded to the prevailing party shall mean reasonable fees and costs incurred in connection with and measured from the date a claim is initially submitted to CFX through and including trial, appeal and collection. In the circumstance where an original claim is subsequently modified, amended or a substituted claim is filed therefore, fees and costs shall accrue from the date of the first written claim submitted, regardless of whether the original or subsequent claim amount is ultimately used in determining if the judgment or award is at least eighty percent (80%) of the cumulative claims.

"Attorneys' fees" shall include but not be limited to fees and charges of attorneys, paralegals, legal assistants, attorneys' CONTRACTOR's, expert witnesses, court reporters, photocopying, telephone charges, travel expenses, or any other charges, fees, or expenses incurred through use

of legal counsel, whether or not such fees are provided by statute or contained in State-Wide guidelines, and shall apply to any pretrial fees (whether or not an action is filed), trial, appeal, collection, bankruptcy, arbitration, mediation, or administrative proceedings arising out of this Contract.

"Costs" shall include but not be limited to any filing fees, application fees, expert witnesses' fees, court reporters' fees, photocopying costs, telephone charges, travel expenses, or any other charges, fees, or expenses incurred whether or not legal counsel is retained, whether or not such costs are provided by statute or contained in State-Wide guidelines, and shall apply to any pretrial costs (whether or not an action is filed), trial, appeal, collection, bankruptcy, arbitration, mediation or administrative proceeding arising out of this Contract.

As a condition precedent to filing a claim with any legal or administrative tribunal, CONTRACTOR shall have first submitted its claim (together with supporting documentation) to CFX, and CFX shall have had sixty (60) days thereafter within which to respond thereto.

The purpose of this provision is to discourage frivolous or overstated claims and, as a result thereof, CFX and CONTRACTOR agree that neither party shall avail itself of Section 768.79, Florida Statutes, or any other like statute or rule involving offers of settlement or offers of judgment, it being understood and agreed that the purpose of such statute or rule are being served by this provision.

Should this section be judged void, unenforceable or illegal, in whole or in substantial part, by a court of competent jurisdiction, this section shall be void in its entirety and each party shall bear its own attorneys' fees and costs.

21. OTHER SEVERABILITY

If any section of this Contract, other than the immediately preceding Prevailing Party Attorneys' Fees section, be judged void, unenforceable or illegal, then the illegal provision shall be, if at all possible, interpreted or re-drafted into a valid, enforceable, legal provision as close to the parties' original intention, and the remaining portions of the Contract shall remain in full force and effect and shall be enforced and interpreted as closely as possible to the parties' intention for the whole of the Contract.

22. GOVERNING LAW

This Agreement is accepted and entered into in Florida and any question regarding its validity, construction, enforcement, or performance shall be governed by Florida law. The parties consent to the exclusive jurisdiction of the courts located in Orange County, Florida.

In consideration of the foregoing premises, CFX agrees to pay CONTRACTOR for work performed and materials furnished at the prices submitted with the Proposal.

23. 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.

24. INTERPRETATION

For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Except for reference to women's business enterprises and matters relating thereto, reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If CONTRACTOR discovers any material discrepancy, deficiency, or ambiguity in this Contract, or is otherwise in doubt as to the meaning of any provision of the Contract, CONTRACTOR may immediately notify CFX and request clarification of CFX's interpretation of the Contract. The Contract Documents, together with and including all exhibits, comprise the entire agreement of the parties and supersedes and nullifies all prior and contemporaneous negotiations, representations, understandings, and agreements, whether written or oral, with respect to the subject matter hereof.

25. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONTRACTOR hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached documentation supporting the compensation are accurate, complete and current as of the date of this Contract. It is further agreed that said price shall be adjusted to exclude any significant sums where CFX shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one year following the date of final billing or acceptance of the work by CFX, whichever is later.

26. SURVIVAL OF EXPIRATION OR TERMINATION

Any clause, sentence, paragraph, or section providing for, discussing, or relating to any of the following shall survive the expiration or earlier termination of the Contract:

26.1 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

26.2 Payment to CONTRACTOR for satisfactory work performed or for termination expenses, if applicable; and

26.3 Prohibition on non-competition agreements of CONTRACTOR's employees with respect to any successor of CONTRACTOR; and

26.4 Obligations upon expiration or termination of the Contract, as set forth in Section 27; and

26.5 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.

27. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

27.1 Immediately upon expiration or termination of this Contract: CONTRACTOR shall submit to CFX a report containing the last known contact information for each subcontractor or employee of CONTRACTOR who performed work under the Contract; and

27.2 CONTRACTOR shall initiate settlement of all outstanding liabilities and claims arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of CFX.

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties as of the day and year first above written. This Contract was awarded by CFX's Board of Directors at its meeting on November 12, 2015.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Print Name: Claude Miller

URS ENERGY & CONSTRUCTION, INC.

By: _____

Print Name: Bruce A. Trott

Title: General Manager

ATTEST: _____ (Seal)
Asst Sec

AECOM
LEGAL DEPARTMENT
BY: _____
DATE: 11/19/15

Approved as to form and execution, only.

_____
General Counsel for CFX

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

TOLL FACILITIES OPERATIONS AND MANAGEMENT

CONTRACT NO. 001071

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1 SCOPE OF WORK

1.1 GENERAL REQUIREMENTS

The Toll Operations Contractor (TOC) shall operate and manage the Central Florida Expressway Authority's (Authority's) Toll Collection Operations and Toll Facilities. The TOC shall provide:

1. Efficient toll collection operations,
2. Effective management and operations of the Electronic Toll Collection (ETC) System,
3. Sound audit and reporting processes,
4. Responsive, courteous customer service, and
5. Proper facilities management.

A detailed Operations Plan shall be submitted by the TOC showing how it intends to carry out these responsibilities. The Operations Plan shall be updated on an annual basis.

1.1.1 Description of Services

The services required under this Contract will be to manage and operate the Authority's Toll Collection Operations and Toll Facilities. The TOC shall provide all the qualified and trained personnel, plus all the materials, supplies, equipment, furnishings and support services necessary to manage and operate the Authority's Toll Collection Operations and Toll Facilities. The TOC shall provide services 24-hours per day, 7-days a week, 52-weeks per year. The TOC shall manage all aspects of the toll operations. This includes all toll collections, on-going training, scheduling, courier service, etc. The TOC shall partner with the Authority and provide not only excellent personnel, but ensure ongoing excellence in operations by quality training, testing, monitoring, evaluation, and reporting. A set of approved Standard Operating Procedures (SOP) has been established and shall be followed until change requests have been submitted and approved. As such, the SOP is hereby incorporated into the Scope of Services and the Contract as part of operations and included as a major component of the Training Plan. The TOC shall also ensure that excellent customer service is provided.

The TOC shall operate and oversee the Authority's ETC System at the plaza, ramp, and lane levels. The ETC System includes manual lane terminals (MLT), automatic coin machines (ACM), and ETC. The TOC shall monitor the ETC System to ensure that all lanes are operating properly, promptly report ETC System maintenance issues, and perform some preliminary actions to help correct some ETC System issues. The TOC shall ensure that all lanes required to be open are properly open; reversible lanes are properly changed when required; and all lanes are in the proper collection mode. The TOC shall monitor traffic operations at the plazas and ramps to take appropriate actions.

The TOC shall provide a thorough auditing process to ensure that all revenue, transactions, and monies are properly collected, processed, verified, reconciled, and reported. The TOC shall provide an accurate and timely reporting process.

The TOC shall manage the Toll Facilities, including administrative buildings, plazas, ramps, and all lanes. The TOC shall oversee security at Toll Facilities, provide janitorial services for all Toll Facilities, and provide any other services required to ensure the proper completion of the requirements in this Scope of Services.

The TOC is responsible for 100% of the contractual requirements and shall perform a minimum of 60% of the work with its own forces. Subcontractors shall be financially capable of handling the cost of doing business, and shall have the expertise to perform the work assigned. However, if the subcontractors cannot perform the work assigned then the TOC shall ensure that the job is performed and completed properly. The Authority does not guarantee that all of the services described in this Scope of Services will be assigned during the term of the Contract. Further, the TOC shall provide these services on a non-exclusive basis. The Authority, at its option, may elect to have any of the services set forth herein performed by other contractors or Authority staff. The Authority also reserves the right to add personnel to the Contract, depending on circumstances and staffing requirements.

1.1.2 Personnel

It is the Authority's intent to minimize any adverse employment impacts to the current contractor's full-time employees as a result of implementing this Contract. To that end, the TOC shall give first right of refusal to the current contractor's full-time employees having a performance rating of "Satisfactory" or better. It is not the Authority's intent to require the TOC to keep personnel indefinitely if they are not performing as expected. The TOC shall be required to keep employees who are eligible and have indicated a desire to continue working, for a minimum of 60 days. There are approximately 340 toll collectors, supervisors, and plaza managers under the existing contract. Approximately 40 percent are full-time employees.

The Authority expects the TOC to provide compensation that will be at a level to promote the hiring and retention of quality personnel. The current wage levels for toll collection classifications are provided in the reference documents and are to be considered the minimum wage levels for those classifications. Reference Document No 1.

1.1.3 Authority's ETC System

The Authority's current ETC System has been in operation since 1994 and includes 14 mainline plazas and 64 ramp plazas on 109 centerline miles of highway, which includes S.R. 408 (East-West Expressway); S.R. 417 (Central Florida GreeneWay); S.R. 528 (Beach Line Expressway); S.R. 429 (Daniel Webster Western Beltway); S.R. 414 (John Land Apopka Expressway); S.R. 451and SR 551 (the Goldenrod Road Extension).

The ETC System is fully integrated and includes three modes of collection:

- Electronic Toll Collection (ETC) or Automatic Vehicle Identification (AVI),
- Automatic Coin Machines (ACM), and
- Manual Lane Terminals (MLT).

E-PASS® is the registered trademark name for the Authority's ETC System. The ETC System has many mixed lane configurations. The ETC System currently consists of 307 toll-equipped lanes plus equipment used for training (Operations), E-PASS transponder testing (Customer Service Center), and equipment testing (Maintenance Facility). There are currently 72 MLT lanes, 100 ACM lanes, 75 dedicated ETC lanes, and 60 ORT lanes. The Violation Enforcement System (VES) equipment is located in all lanes. See the Reference Documents for a listing of equipment, software applications, and locations.

The main communication link is the Fiber Optic Network (FON). Each lane has a lane controller that controls the sensing equipment in the lane, processes transaction data, generates equipment alarms, and sends reports to the appropriate plaza computer. The plaza computer, in turn, reports to the host computer located at the Authority's headquarters. The lane controller also communicates with the host computer in real-time to update E-PASS customer accounts.

1.2 PROGRAM MANAGEMENT AND ADMINISTRATION

1.2.1 Program Management and Administration Plan

The TOC shall provide a Program Management and Administration Plan showing the organization of the project and office staff, and identifying all functional areas, the key personnel in all the functional areas, and a detailed Staffing Plan. The Staffing Plan shall identify all positions, personnel, and functions to be filled at the TOC Operations Office. These plans shall be updated annually, at a minimum, or whenever changes occur.

1.2.2 TOC Operations Office

The TOC shall furnish and maintain a TOC Operations Office. This office is currently located at the Authority's Operations and Administration Building (Headquarters). There will be no leasing charge to the TOC for the space allocated to them in the Authority's Headquarters, however the TOC will be required to execute a Zero-Dollar Lease Agreement with the Authority. All business performed in the Authority's Headquarters by the TOC shall be solely in connection with the operations of the Authority's toll facilities. The Authority will provide approximately 6,700 square feet. The Authority reserves the right at its discretion to request the TOC to relocate its Operations Office from the Authority's building. If the Authority were to make such a request the Authority would negotiate with the TOC on reimbursement and billing of any additional cost incurred by the TOC.

1.2.2.1 Location

The TOC Operations Office shall be located at the Authority's Headquarters.

1.2.2.2 Office Site Plan

A plan is not required at this time, but may be required if the TOC is asked to move its Operations Office from the Authority's Headquarters.

1.2.2.3 Furniture and Equipment

The TOC shall provide all office furnishings and equipment required for this Contract not provided by the Authority. All furnishings and equipment provided by the TOC for the Contract will be considered the property of the Authority and shall be remitted to the custody of the Authority at the end of the Contract. The exception to this would be any equipment which is under lease. The Authority will provide the application software, "TRIMS" and access rights to the ETC System network. TRIMS software, in conjunction with the appropriate TOC workstations and network access, provides "intelligent" terminal access to the Authority's ETC System network. This software, through the workstations and the available ETC System applications, provides on-line, user-defined functional access to host and plaza system-level functions (i.e., report generation, monitoring of traffic, collector and lane activity monitoring, system real-time monitors, e-mail, and system maintenance functions). The current contractor has PC workstations with TRIMS installed. These include the Audit staff, Operations Manager, Program Manager, etc.

1.2.2.4 Training Facility

The training facility is provided by the Authority at the Authority's Headquarters along with the necessary equipment to simulate toll transactions. The TOC is responsible for all other materials and equipment to facilitate training.

1.2.3 Vehicles

1.2.3.1 Vehicles

The TOC shall furnish and maintain all vehicles necessary to support the Contract. All vehicles shall be owned or leased, operated, and maintained in good working order by the TOC. All insurance and licensing shall be provided by the TOC. The vehicles provided by the TOC for "official use" shall be white with no markings. All vehicles shall be safe and present a clean appearance. Vehicles not meeting these requirements, as determined by the Authority, shall be removed from the project by the TOC.

1.2.3.2 Transportation and Parking

The TOC shall provide transportation for collectors working the ramp toll plazas, or may allow collectors to use their personal vehicles and reimburse

expenses. As a general rule, employees are not allowed to cross dedicated or express E-PASS lanes. Transportation for staff shall be provided by the TOC where ever a condition exists that would require an employee to cross a dedicated or express lane. The TOC shall transport employees from one side of the plaza to the other when going to and from work. No TOC personnel shall park personal vehicles on Authority right-of-way, except at mainline and ramp plazas in designated parking areas, unless specifically approved in writing by the Authority.

1.2.3.3 Vehicle List

The TOC shall provide a detailed listing of all vehicles assigned to the Contract. The vehicle list shall include vehicle make and model, color, description, vehicle identification number, license (tag) number, E-PASS account and transponder identification number, assignment location, and authorized drivers. The TOC shall provide an updated vehicle listing to the Authority whenever the active listing changes.

1.2.4 Security and Safety

1.2.4.1 Security

1. The TOC shall provide security for all toll collection facilities, including the safety and security of employees as well as the physical structures.
2. The TOC shall provide and maintain strict security for all operating funds and collected revenues.
3. The security procedures shall include the installed security/card access system and combination locks at each Authority facility.
4. The combinations of all locks at all plazas shall be changed annually by the TOC.
5. The SOP requires a check of each booth at least once per shift. This requirement includes not only the mainline plazas, but also each ramp plaza. These activities shall be included in the TOC's Operations Plan and pricing.
6. The TOC shall develop additional procedures, as necessary, to include quarterly security inspections. Reports summarizing the security inspection results shall be submitted to the Authority no later than 15 days after the security inspection is completed.
7. The TOC shall make recommendations to the Authority staff regarding security items needing repair and/or recommend improvements to the security of the Authority's facilities.
8. Investigations – The TOC shall conduct and document investigations into incidents of theft and fraud, and activities of a suspicious nature. All investigation reports shall be immediately forwarded to the Authority for

review. The TOC's investigators shall cooperate with Authority representatives and all law enforcement personnel while conducting investigations.

1.2.4.2 **Safety**

The TOC shall develop, implement, and maintain a Safety Program Plan. The Safety Program Plan shall comply with all applicable state, local, and federal regulations. The Safety Program Plan will include, at a minimum, safety training, safety awareness, and written safety procedures to be followed by TOC personnel. The TOC (and any subcontractor) shall ensure that all work environments conform to the safety and health standards set forth in *Title 29, Code of Federal Regulations*.

1.2.5 Construction Liaison (not required at this time)

When applicable, the Construction Liaison shall attend designated construction-related meetings with the Authority, the Authority's Construction Engineering and Inspection (CEI) consultant and/or contractors. The Construction Liaison shall coordinate with the CEI and the TOC to assist with maintaining operations at toll facilities during construction. The Construction Liaison shall provide input to the CEI with respect to toll operations and toll collection issues that may affect construction activities. It is the Construction Liaison's responsibility to keep plaza managers and the Authority's Director of Toll Operations informed on planning, scheduling, and progress of construction activities that impact the mainline and ramp plazas. The TOC shall provide the Construction Liaison with the tools necessary to adequately perform his/her job.

1.2.6 Emergency Operations Plan

The TOC shall develop, implement, and maintain an Emergency Operations Plan. The TOC shall submit the Emergency Operations Plan to the Authority for review and approval. The TOC shall maintain toll operations during all emergencies, including fire, accident and rescue operations, strike, civil disturbances, natural disasters, and military contingency operations. Toll collection may be suspended when specifically authorized by the Office of the Governor, Florida Department of Transportation (FDOT) Secretary, the Florida Highway Patrol, local police, the Authority's Executive Director or a designee assigned by the Authority's Executive Director.

1.2.7 Customer and Public Relations

1. The TOC shall provide excellent customer service and achieve a high level of customer satisfaction.
2. The TOC shall assist in providing customer relations services for the Authority. The TOC shall provide a personnel customer training program as part of each new employee's orientation process. These services shall address toll-related announcements which, at a minimum, shall include the distribution of information, including circulars and flyers, to toll customers.

3. The TOC shall make no statements, press releases, or publicity releases concerning the Contract or reveal any of the data or other information obtained or furnished according to the Contract, or any particulars of it, during the Contract, without first notifying the Authority and securing its consent in writing. The TOC shall not publish, copyright, or patent any data furnished according to the Contract. Such data or information is the property of the Authority.

1.3 TOLL OPERATIONS

1.3.1 General Requirements – Toll Collection

The TOC shall be responsible for hiring, training, and managing a qualified staff to perform all activities related to the operation and management of the Authority's toll collection facilities. The TOC shall provide, implement, maintain, and manage approved toll collection procedure(s) addressing, at a minimum, the requirements included in the SOPs and as specified herein. The Toll Operations SOP manual contains the current requirements for operating the Authority's toll facilities. When changes are required, the TOC shall submit these change requests to the Authority for review and approval. The TOC shall request updates/changes to the Toll Operations SOP as needed and the Toll Operations SOP shall be updated no less than once a year.

1.3.2 Operations Plan

The TOC's Operations Plan shall detail how superior toll collection operations and management will be accomplished. The Operations Plan shall be updated on an annual basis.

1.3.3 Toll Collection Operations

1. **Toll Collection** - The TOC shall accurately and efficiently collect and account for all transactions and revenues associated with each vehicle using the Authority's facilities. The TOC shall perform these services courteously and, when requested, provide the Authority's customers with information and assistance.
2. **Toll Deposit** - The TOC shall be responsible for preparing all deposit documentation and assuring that all collected funds are verified and deposited daily in the proper accounts, and according to the approved SOP(s).
3. **Toll Audit** - Using existing financial, operational, exception, and unusual occurrence reports, the TOC shall provide a complete and accurate audit of the toll collection and traffic management operation.
4. **Customer Reports** - Reports from customers and other sources concerning accidents and/or incidents shall be verified and reported to the appropriate agencies by the TOC to ensure rapid and efficient dispatch of required services. The TOC shall maintain a complete record and log of all accidents and incidents and shall make them available to the Authority upon request. Content and format shall be subject to the review and approval of the Authority.

5. **Toll Staffing** - Toll collection facilities shall be staffed by the TOC to provide efficient and safe operation while minimizing delay to the customers and traffic congestion in the toll plaza area.
6. **Toll System** - The TOC shall use/operate the Authority's toll collection system according to approved SOPs and user manuals.
7. **Toll Training** - The TOC shall be responsible for training all operators on the operation of all types of collection and processing equipment used by the Authority on its facilities.

1.3.4 Plaza Staff Scheduling

Toll collection personnel shall be staffed so that a minimum of 40 percent of each plaza's regularly scheduled staff shall be full-time employees. These full-time employees shall be scheduled over seven days per week and all shifts. A TOC Supervisor shall be scheduled on duty 24 hours per day, 7 days per week. The Supervisor shall be first-line management for toll collectors. Schedules shall be developed to ensure that the plazas are properly staffed at peak traffic times and all required lanes are open in the proper mode. It is the Authority's intent to reduce customer delay and congestion to the maximum extent possible, consistent with efficient staffing. Reference Document No. 2 shows the initial minimum requirements for lane operating hours and lane usage. Any desired staffing changes will be subject to approval by the Authority.

1.3.5 Deposit Preparation and Verification Procedure

The TOC shall provide, implement, and maintain a Deposit Preparation and Verification Procedure within the Toll Operations SOP for the collection and disposition of all revenues collected. The Authority reserves the right to review preparation of deposits and supervisor verification at any time.

1.3.6 Discrepancy Operations Reporting Procedure

The TOC shall provide, implement, and maintain a Discrepancy Operations Reporting Procedure as part of the Toll Operations SOP. The procedure shall be used to report unusual circumstances. This includes estimates of revenue lost due to theft, banking errors, or loss from any other reason, and/or procedures violations.

1.3.7 Toll Collection System

The Authority's Toll Collection System is the primary internal control over revenue collection. It provides complete shift data for every lane no matter what the collection mode. Therefore all transactions can be accounted for and a reliable audit can be performed, unless the system was not working in a particular lane. The Toll Collection System lanes are managed from the mainline plaza computer for those lanes assigned to each plaza. The plaza manager's and supervisor's terminals provide the monitoring devices for the Toll Collection System, and for all lanes reporting to a particular mainline plaza. The terminals provide real-time monitoring of transactions in each lane, and show system maintenance alarms which must be acknowledged by the supervisor. Lanes can be opened and closed remotely at the plaza or on site in the lane. It is of great importance that the TOC understands the Toll Collection System and its capabilities.

1.3.8 Toll Collection System – Monitoring

The TOC is required to monitor the ETC System. As stated above, the real time monitors provide the TOC with the ability to monitor activity in the lanes. The TOC shall make appropriate use of this capability. This includes monitoring and acknowledging maintenance alarms and actual lane activity or inactivity. The Authority is relying on the TOC to be the steward of the ETC System. The TOC shall be especially vigilant in regards to the dedicated and express E-PASS lanes because there is a great potential for lost revenue if the ETC System is not performing properly or is out of service. The TOC is responsible for notifying the System Maintenance Contractor and if appropriate the Authority staff. The TOC has a minimum of a two hour notification window, from the time of the lane failure to the time of reporting the incident. The TOC shall track when the ETC System issue became known, when the System Maintenance Contractor and the Authority were notified, and when the issue was fixed or addressed. It is expected that these activities shall be reported as soon as the TOC learns of them and, with few exceptions, well within the required time frame.

1.3.9 Plaza and Ramp Collection Mode Configuration and Required Hours of Operations

The Plaza and Ramp Collection Mode Configuration reference document shows the mode of collection for each lane and the hours each lane is required to be open. This reference document also indicates the hours that manual lanes must be operated. It is through this data that the man-hour requirements were developed. Reference Document No. 2 Lane Coverage Requirements.

1.3.10 SOP Manual

The TOC shall operate the Authority's facilities in strict adherence to the approved SOP, approved plans, and according to the terms and conditions described herein. Any deviation from the SOP manual requires Authority approval. The TOC shall provide updates to these documents whenever they change, or at a minimum of once a year. The changes and the manual as a whole shall be submitted to the Authority for approval. The TOC shall provide an Authority-approved SOP. There are provisions and forms that the TOC will have to request to change immediately at Notice to Proceed. These should be addressed in the Mobilization and Transition Plan.

Without limiting the generality of other provisions of this scope with respect to updates and revisions of the SOP Manual, Authority may, from time to time, develop and institute updates or upgrades to its software or other components of the System, in order to take advantage of technological developments or advancements, to enhance efficiency, to correct problems or to accomplish any other purpose deemed important by Authority, in which event the SOP Manual shall be modified to address any appropriate changes with regard to the operation, repair or maintenance of the System.

1.3.11 Maintenance of Counting Machines

Counting room bill and coin counting equipment shall be cleaned by the TOC once a week. The TOC shall arrange for a representative from equipment manufacturer (Cummins) to train the TOC personnel responsible for the preventive maintenance procedures. The TOC shall provide all equipment necessary for the preventive maintenance activities. This includes a small portable

vacuum, liquid wax, dust brushes, rags, cleaning solvent, screwdrivers and erasers. It is important to keep these machines clean to ensure that they operate properly.

1.3.12 ACM – Coin Jams & Preliminary Cleaning

Preventative maintenance on the ACM machines is not the responsibility of the TOC and will be performed by the System Maintenance Contractor. However, the TOC shall clear coin jams and provide some preliminary cleaning of the ACMs while clearing coin jams.

1.3.13 Payment of Tolls

The Authority cannot, by law, grant free passage to those using its facilities except for certain cases. Therefore, all vehicles using Authority facilities, with limited special exceptions for emergency and certain official vehicles, are required to pay the applicable toll rate indicated at each plaza pay point. Most toll free vehicles will have a Non-Revenue E-Pass Transponder issued by the Authority or possibly another toll agency. According to Authority policy, any contractor operating and/or maintaining any of the Authority's toll facilities shall be responsible for all tolls for the contractor's vehicles even though the trip is in connection with work for the Authority. The TOC can submit an invoice to the Authority for reimbursement of tolls incurred while performing their duties on an Authority contract.

1.4 AUDIT AND REPORTING

1.4.1 Audit Requirements

The TOC shall make available all facilities, plazas, ramps and the TOC Toll Operations Office, for audits ordered by the Authority whether the audit is conducted by Authority personnel, FDOT, or by the Authority's designated accounting firm. The Authority, or its designated representative, shall have unlimited and unrestricted access to all facilities and applicable operations and maintenance documentation. The Authority reserves the right to bring this service in house. The TOC shall be required to:

1. Develop, implement, and maintain a thorough auditing process to ensure that all revenue, transactions and monies are properly collected, processed, verified, reconciled, and reported.
2. Perform daily audits/counts of change funds, tour funds, deposits, vaults, collector, and lane transactions. These audits shall be documented and retained at each toll collection location and/or at the TOC Operations Office, with copies forwarded to the Authority as required.
3. Account for 100 percent of all transactions processed at each lane in the Toll Collection System. These transactions include cash, ETC/AVI, special events, non-revenue, unusual occurrence, and violations.

4. Exceptions to 100 percent accountability – The TOC shall not be responsible for loss of revenue due to:

a. Violations if the lane is staffed according to approved staffing schedule;
b. Equipment malfunction if it has been reported to the System Hardware Maintenance Contractor in a timely manner (within 2 hours);
c. Equipment failure or malfunction when the Authority has specifically directed that the lane remain open (peak period, in peak direction);
d. ETC/AVI failure when no alarm was sounded or displayed on the plaza real-time monitor;
e. Police-directed traffic management;
f. Missing or malfunctioning lane equipment and/or programming cannot substantiate a reasonably accurate audit
g. Counterfeit money as long as accepted money-handling practices were followed; and
h. Robbery as long as approved security procedures were followed.

1.4.2 Audit Criteria:

1. Initial variance tolerances will be set at negative or positive 0.5% and $5.00 for revenue. The variance criteria will be reviewed periodically with the Authority and adjusted as required. (SOP Section 4)
2. Initial vault variances exceeding 2 percent revenue will require a full audit review. (SOP Section 4)
3. Repay to the Authority all negative discrepancies up to $100,000 annually. For negative discrepancies above $100,000 annually, the TOC will repay those amounts in excess of $10.00 per collector per day, except as referenced above.

1.4.3 Reporting Requirements

All reporting requirements under the Contract shall be processed through the Authority's ETC System and the TOC Operations Office personal computer (PC)-based workstations. These reporting requirements shall include, but not be limited to, all ad hoc, traffic and revenue, collector daily, unusual occurrence, detailed audit, discrepancy, deposit verification, audit, and alarm history reports. All required reports, other than existing Toll Collection System reports, shall be subject to review and approval by the Authority.

1. Make available to the Authority, or its designee, all applicable audit documentation immediately upon request.
2. Besides daily deposit and audit reports, the TOC shall also provide the Authority with a detailed transaction accountability exception report. This report will identify and explain any transactions not in alignment with the verification and reconciliation process.
3. The TOC shall prepare daily a deposit reconciliation report. The TOC shall also provide a weekly and monthly summary report to the Authority. The report shall depict daily activity, applicable financial transaction dates for all plaza activity, the indicated and actual revenue, TOC deposited revenue, and bank counts and receipts.

1.4.3.1 Four main reports are currently delivered to the Authority: (SOP Section 4).

1. The **Transaction Accountability Exception Report** reflects all audited MLT activity (traffic, revenues, adjustments, explanations, violations, and final variance), by plaza by collector by day.
2. The **ACM Vault/Deposit Audit Report** indicates all audited ACM activity (traffic, revenues, violations, explanations, and final variances), by plaza by lane by vault number by day.
3. **The Summary of Traffic and Revenue Report** summarizes the total ACM and MLT traffic and actual revenue, by plaza by day, for each seven-day increment within each month.
4. The **Monthly Transaction and Revenue Report** provides a high-level summarization of all the MLT, ACM, and AVI traffic and revenue, special events, and violation traffic, by plaza by month. The appropriate source documentation to support, explain, and justify the final reporting will accompany this report.

1.4.3.2 Other reports include:

1. Customer's Request for Reimbursement;
2. Deposit Logs (So Authority can balance the bank statements early);
3. Negative Discrepancies;
4. Lost revenue estimate due to Citrus Bowl Events (to be billed to the City); and
5. Various statistical/performance reports, as requested.

1.4.3.3 General requirements for each report developed by the TOC:

1. The report format shall be submitted by the TOC to the Authority for approval prior to being used on the Contract. Examples of reports, with explanations shall be submitted with the proposal.
2. The report period will be established by the Authority. For example, weekly reports will cover the period from Monday to Sunday. Monthly reports will cover from the first to the last day of the month.
3. The due date of the report will be specified by the Authority.
4. Reports are to be submitted in hard and soft copy formats acceptable to the Authority.
5. The TOC will be specifically informed of who is to receive certain reports. Any report for which a recipient has not specified will automatically be addressed to the Director of Toll Operations. The Authority may at any time add or delete individuals on the distribution list.

1.4.4 Accounting

The TOC shall operate and maintain a cost accounting system and a general ledger accounting system that complies with generally accepted accounting principles. The TOC shall ensure that all documents required for the backup of the data shall be available and provided upon request for review or audit of any section of the TOC.

1.5 HUMAN RESOURCES MANAGEMENT PLAN

The TOC shall develop, implement and manage a Human Resources Management Plan. The draft Human Resources Management Plan submitted by the TOC with the Technical Proposal shall be finalized and submitted to the Authority for review and approval at the time of the Notice to Proceed. The Human Resources Management Plan shall be updated on an annual basis.

1.5.1 Providing Qualified Personnel

The TOC shall provide qualified personnel to perform the duties and responsibilities assigned under the terms of the Contract. The Human Resources Management Plan shall present how the TOC will provide the qualified personnel to perform the duties and responsibilities assigned under the terms of the Contract. The Human Resources Management Plan shall also present how the TOC will ensure a stable workforce including both full-time and part-time employees. All TOC employees shall speak fluent English. TOC policies and procedures, to which the TOC staff will be required to adhere, shall be provided to the Authority for review. A staffing report shall be submitted on a monthly basis. This report shall provide the status of the work force, the percentage of required positions filled, the progress and efforts being made in filling the vacant positions, and turnover rates.

1.5.2 Job Descriptions

The Human Resources Management Plan shall provide complete and detailed formal job descriptions for all staff positions on this Contract. This shall include requirements for initial and ongoing training.

1.5.3 Screening Process

The Human Resources Management Plan shall include a screening process for all potential employees assigned to the Contract. This process shall include a drug testing program and a state and national background check to exclude individuals with criminal records or other backgrounds that could jeopardize the Authority's assets and the TOC's ability to properly provide the specified services. The safe and proper handling of Authority revenues and assets by the TOC's personnel shall be the focus of the screening process.

1.5.4 Drug Testing

The TOC shall certify that the personnel it provides are drug-free upon initial assignment to the Contract. The TOC shall re-certify, on an on-going basis, a minimum of 25 percent of its personnel every six months, based on random employee testing. This testing process shall ensure that all employees are retested within a two-year time frame. The TOC shall provide a semi-annual report to the Director of Toll Operations showing employees tested, test results, and the status of the employee population as it relates to re-certification. The Authority reserves the right to request that an employee be tested regardless of certification status.

1.5.5 Personnel Files

The TOC shall, as part of the Human Resources Management Plan, establish and maintain a personnel file on each employee assigned to the Contract. The file shall include a recent photograph and a complete set of the employee's fingerprints. The fingerprints shall be taken by an entity or TOC staff that is trained on proper fingerprinting technique. The Authority reserves the right to review personnel files from time to time at its discretion.

1.5.6 Benefits

The TOC shall provide full-time and part-time employees with competitive salaries and all normal privileges, benefits, and guarantees of employment that are afforded to the firm's existing regular and part-time employees. This includes providing benefits, such as medical coverage, retirement plans, sick leave, vacation pay, and holiday pay. These benefits shall be comparable to those provided to the current work force. The benefits provided under the current contract are detailed in Reference Document No. 3.

1.5.7 Fidelity Bonds

All TOC personnel shall be bonded. All management and supervisory personnel shall be bonded and approved by the Authority. TOC shall provide a commercial blanket Fidelity Bond covering each individual in the minimum amount of $100,000 to protect the Authority from property losses, including money occasioned by theft, when such losses are identifiable to specific TOC employees. The TOC shall be responsible for promptly filing any claims and reimbursing the Authority to the full extent of the loss. No "deductible amount" of the bond shall apply to reimbursement to the Authority. The Fidelity Bond shall be completed and furnished to the Authority along with the executed Contract. The TOC shall submit a report every six months showing a list of employees and certification that they are all bonded.

1.5.8 Security Policy

The TOC shall develop and submit a Security Policy for review and approval by the Authority. If at any time the Authority puts in place a Security Policy, the TOC shall adopt the policy and adhere to it. The Authority maintains many data files that are considered highly confidential from which negative consequences could ensue should the information be published or otherwise divulged negligently or maliciously. Unauthorized access to these files is, in some cases, a violation of the law.

1.5.9 Appearance

The TOC's employees shall present a neat, clean, and professional appearance with no visible tattoos or body piercing. Women are allowed two earrings per ear. The TOC shall provide uniforms for all Toll Collectors, Supervisors, and Couriers (including part-time). All of these employees shall wear the uniform in a professional manner, including acceptable shoes. The uniforms shall be submitted to the Authority for approval before they are put into use. The TOC shall maintain the uniforms in a presentable manner and ensure each person required to wear a uniform has a sufficient supply.

1.5.10 Removal Rights

The Authority reserves the right, at any time and without incurring liability, to require immediate removal from the Contract any TOC employee or subcontractor whom the Authority identifies as a potential threat to the health, safety, security, or general well-being of the Authority's customers, employees, agents, or assets, or whom the Authority determines does not meet the minimum performance requirements of the work.

1.5.11 Authority's Right to Hire

The Authority may hire the TOC's employees at any time, whether during or beyond the term of the Contract. In addition, the TOC agrees not to restrict, or attempt to restrict, the rights of its employees to seek work with subsequent contractors providing the same service to the Authority.

1.5.12 Time Keeping

The TOC shall provide an electronic time keeping system for the purpose of reporting the start times, stop times, hours worked and compensated time off of its personnel that are billed to the Authority.

1.6 TRAINING PLAN

The TOC shall develop, implement, and maintain a detailed Training Plan to ensure all TOC personnel are knowledgeable and competent in all phases of their jobs. The Training Plan shall be in place upon receiving the Notice to Proceed to ensure initial training during the transition period. The Training Plan shall include a new employee orientation program, and a follow-up training program throughout the Contract.

1. The Training Plan shall perform the following functions, at a minimum:

    a. Provide a complete new employee orientation program that includes an introduction to the Authority.

    b. Fully train all personnel, including supervisors, to perform all phases of job duties and responsibilities for each job description. Training shall be provided, as appropriate, for all processes and procedures used in the performance of work under the Contract.

c. Fully train all toll operations personnel in the area of customer service. The Training Plan shall include, at a minimum, geographical and directional instructions (routes and distances to prominent landmarks and points of interest within a 50-mile radius of the Orlando area) and effective communications training.

2. All training materials acquired and/or developed by the TOC for the Contract shall be considered the property of the Authority and shall be remitted to the custody of the Authority at the end of the Contract. Any special licenses or rights acquired by the TOC for training materials shall be obtained in the name of the Authority. All training records shall be considered the property of the Authority. The Authority reserves the right to attend any TOC training classes. Final training manuals and documentation shall be subject to review and approval by the Authority.

3. The TOC shall submit for review and approval, all training courses and materials to the Authority before training is conducted. The final training course and materials shall be subject to review and approval by the Authority.

1.7 DOCUMENTATION REQUIREMENTS

The TOC shall maintain current and accurate records for all operations work. The records shall be organized and managed by a computerized data and information management system. The TOC shall maintain records in an electronic form easily retrievable and transferable to the Authority. All text documents and records created electronically shall be prepared on an Authority-approved software (Microsoft Word) or e-mail program (using only ASCII/unformatted text). Each page of text shall include a footer, which shall indicate the project, page number, and issue date or latest revision date of the document. All drawings, figures, flowcharts, etc., prepared electronically shall use an Authority-approved version of Excel, Visio or AutoCAD. All records are the property of the Authority and, as such, the Authority has the right to review and retrieve data and records at any time, electronic or hard copy. The TOC shall provide a full explanation of how and what system is going to be used to fulfill this requirement.

1.7.1 Documentation and Tracking Data

Documentation is a crucial element to the long-term reliable operation of the Authority's toll facilities. The ultimate role of documentation is to capture the knowledge accumulated by individuals working for the Authority and to transmit that knowledge to the next generation of people responsible for on-going Authority operations. Within that context, all information that might be useful for training the next generation of people shall be collected and reduced to a written form so that future expenses and operational difficulties are minimized. The current SOP is a prime example of this type of effort.

1.7.2 Correspondence - General

Written, hardcopy correspondence between the TOC and the Authority shall be used for all issues involving schedule, budget, technical approval, design reviews, contractual matters, and any other issue requiring formal documentation. A verbal approval shall be followed by a written approval to be obtained within one (1) business day.

1.7.3 Correspondence – Detail

All correspondence shall include the Contract name and identifying number assigned by the Authority. All correspondence shall have the date of creation and the name and signature of the correspondence author. One (1) hardcopy of all written correspondence shall be filed and accessible to the Authority on request. All correspondence shall be prepared with Microsoft Word and an electronic copy of all correspondence shall be maintained and archived. E-mail may be used for routine communication between the TOC's employees, Authority staff, and other consultants and contractors. Matters listed previously that require written correspondence will not be approved based upon e-mail. All e-mail that deals with any issues requiring written correspondence shall be archived.

1.8 PERFORMANCE

1.8.1 Employee Performance Incentive Plan Requirements

The Authority and the TOC agree that it is in the best interests of both parties to design and implement an Employee Incentive Plan to motivate employees to provide a high-level of customer service. It is this agreement that allows for an equitable means of allocating payments to the TOC to allow its full-time employees to receive an incentive to provide the highest quality customer service. The TOC shall disburse all incentive payments to the fulltime employees, except to the extent that the funds shall be withheld for FICA, income tax, insurance, other benefits, or for other standard payroll taxes or deductions. Payments received by the TOC from the Authority for the Employee Incentive Plan shall not exceed $150,000 annually. Approval by the Authority's Director of Toll Operations of any incentive plan is required prior to initiation.

1.8.2 Contract Performance Incentive Program

The Authority is open to developing a viable Contract Performance Incentive Program to improve operational efficiencies. The Authority will entertain discussions with the TOC on implementing a Contract Performance Incentive Program based on future operational efficiencies.

1.9 LIQUIDATED DAMAGES

1.9.1 System-Related Monitoring and Reporting Requirements – Actual Damages

The TOC is responsible for monitoring the ETC System which includes maintenance alarms and actual lane activity. When revenue is lost due to equipment failure (whether it involves manual collections, ACMs, AVI, or VES) and cannot be recovered from customers, the TOC shall be responsible for these lost revenues when:

1. The TOC has received an ETC System maintenance alarm and does not respond by notifying the maintenance contractor and/or the designated Authority staff member, within the specified time periods;
2. It is determined that the TOC failed to recognize problems in the lanes that should have been detected, as determined by the Authority; or
3. It is determined that the equipment failure or malfunction is a result of the TOC's negligence.

The Authority reserves the right to estimate the amount of lost revenue and invoice the TOC for that amount. The exception to this provision would be catastrophic events, as determined by the Authority.

1.9.2 System-Related Monitoring and Notification Requirements – Liquidated Damages

If the TOC has not fulfilled its notification requirements, and it has resulted in lost revenue, and actual damages cannot be determined, the Authority has the option of assessing Liquidated Damages for the TOC's failure to meet the monitoring and notification requirements. The response times, as specified in Section 1.3.8 of the Scope, are two hours from the time of System failure. Liquidated Damages will be applied at the following rates:

Response Time: Two (2) hours from the time of occurrence.

Hourly Charge per lane when *response time is exceeded:* The average revenue per hour for the time frame and collection point in question.

The TOC shall track when the ETC System issue became known, when the System Maintenance Contractor and the Authority were notified, and when the issue was fixed or addressed. The Authority will advise the TOC in writing of its intent to assess liquidated damages within 5 days of becoming aware of the occurrence and any delay. The time frame for measurement of response time will be determined through an analysis of available ETC System data and events surrounding the incident. Partial hours may be treated as whole hours at the discretion of the Authority, and liquidated damages amounts may be withheld from payments.

1.9.3 Performance Requirements – Liquidated Damages

If the Authority determines that the TOC is not meeting the performance requirements for any provision, the Authority will notify the TOC in writing, and the TOC will have two weeks to correct the level of performance cited to the appropriate standard. The TOC, in response to the written notification, shall provide an explanation of why the problem is occurring, and a plan for correcting it. If the TOC is unable to achieve the required level of performance, the Authority will have the right to assess liquidated damages retroactive to the date of notification at the rate of $200 per day, per criteria not achieved until the standard is met.

1.9.4 Reporting Requirements – Liquidated Damages

If the Authority determines that the TOC has failed to provide a required report, the Authority will notify the TOC in writing, and the TOC shall have two working days to provide the required report, containing the required information, in the fully completed, required, acceptable format.

The Authority will have the option of assessing liquidated damages at the rate of $200 per day, per report from the date the report is due to the date it is received

1.10 MISCELLANEOUS PROVISIONS

1.10.1 Coordination with Other Contractors

There are several other contractors working with the Authority on the ETC System. Some of these are directly related to the work being done by the TOC and some are not, but it is imperative that the TOC cooperate and coordinate activities where appropriate to ensure smooth operation. Examples of other contractors are: Toll System Maintenance Contractor, Customer Service Center Operator, fiber optic network maintenance, security maintenance, software maintenance, roadway maintenance, landscape maintenance, construction, installations, etc. This requirement is especially true when work involves the Toll System Hardware **or** Software Maintenance Contractor and/or the Installation Contractor for new construction or modifications. The TOC shall take whatever steps are deemed necessary by the Authority to accommodate this requirement.

1.10.2 Work Limitations

The TOC will be limited in the type of work activities that may be conducted. In general, the TOC shall not make physical modifications to the Authority's facilities. Some examples of this would be: modifications to the toll islands, structural modifications, certain electrical wiring, and cuts in the pavement (without a work order form the Authority specifically ordering the work). Running conduits and cables through the toll plaza tunnels or existing openings is allowed. Pre-approval by the Authority or the Authority's designated representatives is required for all facilities-related work. If physical, structural, or electrical modifications are requested of the TOC to accommodate the ETC System, the Authority will provide a specific work order, which describes the work to be done. The TOC shall provide acceptable detailed sketches, engineering drawings, and descriptions of the requested modifications required for proper installation.

1.10.3 E-PASS Related Programs and Activities

- The Authority and the Greater Orlando Airport Authority (GOAA) have a program where E-PASS is supported as a payment method for airport parking. The Customer Service Center (CSC) will provide the primary customer service support for this activity.

- Currently, the Authority supports interoperability with the following; Florida Turnpike Enterprise's SunPass® program, Lee County's Leeway program, North Carolina Turnpike's Quick Pass program and Georgia's State Road Toll Authority's Peach Pass program. While these agencies have their own CSCs, E-PASS customers who use these facilities may contact the E-PASS CSC with questions.

1.10.4 Upcoming Projects

The following is a list of proposed up-coming projects which are included in the Authority's Five Year Work Plan. These are presented for informational purposes only and the dates

included are estimated. The Authority has not committed to either the completion of the projects or to the dates shown.

- SR 429 Schofield Road – (2) 2 – Lane Ramps Plazas, 2015
- SR 528 Airport Plaza Demo/Widening – Removal of Mainline plaza and the addition of (4) 2 – Lane Ramps, 2016
- Innovation Way Interchange – (2) 2 - Lane Ramp Plazas, 2016
- Wekiva Parkway – This roadway will be an all-electronic (AET) roadway, 2016

1.10.5 Equipment Changes:

In addition to the above projects, the Authority is currently in the process of replacing/upgrading various components of its toll collection system. These upgrades primarily focus on in lane hardware and software along with the violation processing system.

1.11 JANITORIAL SERVICES

The TOC shall perform janitorial services in a manner that ensures the facilities specified below (including ramps) are maintained in an attractive, clean, and sanitary manner.

1.11.1 Name and Location of Mainline Toll Facilities

1. Beach Line Airport Plaza – SR 528
2. Beach Line Main Plaza – SR 528
3. University Plaza – SR 417
4. Curry Ford Plaza – SR 417
5. Boggy Creek Plaza – SR 417
6. John Young Plaza – SR 417
7. Dean Plaza – SR 408
8. Conway East Plaza – SR408
9. Conway West Plaza – SR 408
10. Hiawassee Plaza – SR 408
11. Forest Lake Plaza – SR 429
12. Independence Plaza – SR 429
13. Coral Hills Plaza – SR 414
14. Dallas Plaza – SR 528
15. Goldenrod Road Extension – SR 551

1.11.2 General Requirements

1. The TOC shall furnish all labor, materials, consumable supplies (including toilet tissue, hand towels, and hand soap), equipment, and tools necessary to perform all stated duties in an efficient and workmanlike manner. The services shall be performed for all mainline plazas and ramps. Mainline plazas shall be serviced on a daily basis whereas unmanned ramps shall be serviced monthly unless circumstances warrant immediate attention. The services shall be performed between the hours of 6:00 a.m., and 11:00 p.m., 7 days per week, or as approved by the Director of Toll Operations or his authorized representative.

2. The TOC shall keep a daily log of all routine maintenance operations performed by the janitorial personnel and make available to the Authority upon request.

3. The TOC shall submit, upon request by the Authority, a list of all materials to be used in providing the cleaning service. The Authority may approve or disapprove any product prior to commencement of service.

    a. The floor finish shall be non-staining and shall provide a high degree of slip protection.

    b. No cleaners shall be harmful to the surface to which they are applied.

    c. Dust mop treatment materials, which leave an oily residue, shall not be used.

4. The TOC shall be responsible for any breakage, damage, or loss incurred through the carelessness of any of its employees.

5. Dumpsters at the mainline plazas shall not be used for disposal of old fluorescent bulbs. The TOC shall be responsible for proper disposal of bulbs in accordance with environmental regulations.

1.11.3 Daily Work Cycle – Specific Requirements

- Clean glass in all entrance doors, inside and out.
- Shake interior/exterior mats and clean surrounding area.
- Vacuum carpeted areas and spot clean as needed.
- Dust mop uncarpeted areas with chemically treated mop.
- Empty wastebaskets, trash receptacles (replace liners where needed).
- Clean and sanitize water fountains.
- Clean and sanitize restroom sinks, commodes, urinals, counters, mirrors, and tile floors. Remove fingerprints, as needed. Clean dispensers and replenish paper towels, toilet tissue, sanitary napkins, and soap.
- Clean sinks, wipe counters, tables, chairs, trash receptacle, microwave (inside and outside), and refrigerator (outside only) in break room.
- Dust chairs and tables in reception area.
- Check lights. Replace burned-out lights, as necessary, using long-life rough service bulbs.

- Lanes – Sweep and blow down lanes. Pick-up trash on total concrete area, including under and around attenuators.
- Booths – Vacuum and mop, wipe counters, and empty trash.
- Empty outside trash barrels.
- All other tasks consistent with janitorial services.

1.11.4 Weekly Inside Work Cycle – Specific Requirements

- Vacuum, wet mop, and wax all floors.
- Clean windows and wash all countertops.
- Clean windowsills and shoe moldings.
- Remove cobwebs from walls, corners, and ceilings.
- Clean air conditioner vents.
- Vacuum tunnel floor at mainline plazas.
- Clean walls and ceilings of all tollbooths.
- Clean all ductwork and vents in plaza tunnels.

1.11.5 Weekly Outside Work Cycle – Specific Requirements

- Pick-up trash on grounds (i.e. parking lot, adjacent to building, and side walks).
- Clean booth air conditioning filters and vents.
- Vacuum stairway from tunnel to booth.
- Sweep or blow parking lot.

1.11.6 Monthly Work Cycle – Specific Requirements

- Vacuum under furniture and in corners.
- Wax all floors (Full strip & wax annually).
- Dust furniture, desks, chairs (including lags and spreaders), files, business equipment, etc.
- Spot clean painted surfaces.
- Clean exterior doorjambs, frames, and transoms in all entrances.
- Clean tile walls in bathrooms and Formica partitions.
- Clean inside walls.
- Clean outside storage areas.
- Clean all window blinds.
- Clean light panels in ceilings.

1.11.7 Quarterly Work Cycle – Specific Requirements

- Wash windows, inside and out.
- Wash painted walls and woodwork.
- Vacuum upholstered furniture.
- Clean picture frames and glass.
- Wash Naugahyde or plastic-covered furniture.

1.11.8 Semi-Annual Work Cycle – Specific Requirements

TOC shall clean carpeting twice per year (shampoo, steam clean, or dry chemical clean).

2 QUALITY MANAGEMENT AND QUALITY ASSURANCE

The TOC shall develop, implement, and maintain a Quality Management and Quality Assurance Plan.

2.1 QUALITY MANAGEMENT

2.1.1 Quality Policy

This policy shall reflect a commitment to achieve the highest standards of customer satisfaction and performance of the procedures necessary to provide toll operations services, while maintaining good organizational relationships with the Authority, FDOT, and law enforcement personnel. This policy shall include an organizational mission statement and/or managerial philosophy, along with goals and objectives linked to the quality management and assurance.

2.1.2 Quality Management/Quality Assurance

Identify all procedures/processes and include quality standards of behavior where appropriate. Acceptable tolerance/limitations shall be identified for each process/procedure. Methods of assuring compliance, such as inspection, monitoring, and audit review shall be identified with time frames noted.

2.1.3 Quality Assurance (QA)

QA shall include procedures to determine that quality control is being, or has been, performed effectively and appropriately. It shall include such activities as planned inspections necessary to ensure optimum toll collection, accounting verifications and audits, administration, toll plaza management, and TOC operations office management. Frequency of QA activities shall be noted, along with any appropriate minimum standards, showing the need for additional action if these are not met.

2.1.4 Quality Control (QC)

QC shall include prescribed procedures by which work products are reviewed and brought into compliance, where necessary, to conform with professional standards, contractual obligations, and commitments to the Authority. This includes activities to identify and eliminate causes of unsatisfactory performance and meet the goals and objectives of operational activities included as part of the Quality Policy.

2.1.5 Customer Satisfaction

2.1.5.1 Complaint Resolution

Customer complaints shall be received and handled by the TOC. Complaints received at the plazas shall be logged in with the date and time, and name and address of the customer. An attempt shall be made to resolve the complaint at the plaza with TOC staff or escalated to TOC management. If complaint

resolution is unsuccessful, the customer shall be politely referred to the Authority.

2.1.5.2 **Customer Satisfaction Survey**

The Authority will conduct periodic surveys at its discretion according to appropriate survey research methods. The TOC shall help in the development, distribution, collection, and analysis of the surveys. The survey will include questions concerning satisfaction with those aspects of toll operations that are most visible to the customer. These may include topics such as the degree of friendliness and courtesy shown by collectors, the attention paid to unique problems/difficulties faced by the customer, delays while traveling through toll plazas, cleanliness/overall appearance of facilities, and preference of traveling through toll facilities compared with alternate routes.

2.1.6 Employee Performance Assessment and Evaluation

The SOP shall contain a set of policies and procedures that creates a method to evaluate the performance of all employees. This method shall identify the evaluation process, including factors such as frequency of formal evaluation, the rating scale or criteria used to decide levels of performance, and the process by which employees are counseled regarding performance improvement.

2.2 CONTRACT PERFORMANCE MONITORING

1. The Authority will review the performance of the TOC's operations.
2. The SOP, coupled with the operations criteria, provide the standardization and performance levels necessary to ensure the Authority's effective development, administration, coordination, operation, and management.
3. The Authority expects the TOC to exceed minimum performance standards and equates that level of performance with a "Satisfactory" performance. The TOC shall strive to attain the highest standards of excellence in executing its responsibilities under the Contract as measured against performance standards consistent with best available practices. The TOC shall develop standards of excellence and have a strong, ongoing self-assessment program to measure progress against the standards. The TOC will receive favorable ratings for identifying "a better way" and for developing and implementing cost savings ideas and quality performance standards.

3 MOBILIZATION AND TRANSITION PLAN

The draft Mobilization and Transition Plan submitted by the TOC with the Technical Proposal shall be finalized for resubmittal to the Authority for review and approval immediately upon receipt by the TOC the Notice to Proceed.

3.1 MOBILIZATION

It is the Authority's intent that the TOC shall transition with the current contractor over no more than a two (2) month period covering May through June 2015. The TOC shall also use this time for project mobilization and start-up activities. The TOC shall provide a fully equipped office, a qualified staff, all necessary equipment and supplies, and maintain all documentation, forms and manuals necessary for the operation of the Authority's toll facilities and toll collection system.

3.2 TRANSITION

Smooth continuity of services is critical during the transition period from the current TOC to the new TOC. The Mobilization and Transition Plan submitted with the Technical Proposal shall be finalized and submitted to the Authority for review and approval immediately upon Notice to Proceed. The plan shall describe, in detail, the TOC's methodology and approach to carrying out and coordinating the transition of personnel and equipment. The plan shall include a Staffing Plan for both Administrative and Toll Collection Personnel. The plan shall address maintaining unobstructed traffic flow, normal and peak hour toll collection staffing, audit and control of toll transactions and revenues, and coordination. The plan shall include procedures to ensure that responsibility for reports, documentation, records and operating procedures is properly transferred from the current contractor to the TOC without degradation or interruption of services.

3.3 PLAZA TRANSITION STAFFING PLAN

Not later than 14 days before assumption of each toll collections plaza, the TOC shall submit the following hiring plan documents, developed in accordance with the Contract, to the Authority for review and approval:

1. Hiring Plan for Eligible Current Contractor Full-Time Employees – After reviewing the list and files (provided by current Contractor) of full-time employees eligible for first right of refusal, the TOC shall submit its hiring plan for these employees, including the first date of employment.

2. Hiring Plan for Other Toll Collection Employees – The TOC shall submit a hiring plan for toll positions required beyond those filled by current Contractor's full-time employees. The list shall include additional full-time and all part-time employees.

3. Summary of Hiring Plan – The TOC shall submit a hiring plan for the total number of full-time and part-time toll collection positions and the total number of toll plaza managerial and supervisory positions for each plaza.

3.4 PROPERTY AND EQUIPMENT INVENTORIES

Not later than seven days before assumption of each toll collections plaza operations and operations at the Authority's Headquarters, the TOC, Authority, and current contractor will jointly inventory all Authority owned property at each plaza and associated ramp locations. Any discrepancies shall be reported to the Authority in writing. A property inventory report shall be submitted. The preliminary version of the report shall be submitted with each phase and a final

report, including all plazas, shall be submitted with the last plaza. The report shall be maintained current and shall be reissued annually, or as directed by the Authority. The property inventory report(s) shall contain a list of all relevant property items by Authority inventory number. All property and equipment purchased for this project will remain the property of the Authority at the end of the contract.

3.5 UNIFORMS

3.5.1 General

The TOC shall provide all toll collection uniforms. All employees required to meet with the public in a toll collection capacity shall be properly uniformed. These staff positions shall include, at a minimum: toll collectors, toll collection supervisors, and toll collection couriers. The TOC shall maintain the uniforms in a presentable manner and ensure each person required to wear a uniform has a sufficient supply.

3.5.2 Uniform Design

The current contractor has recently signed a contract to provide uniforms. The contract has provisions for the new TOC to assume the uniform contract. The TOC shall assume the uniform contract and use it for providing the required uniforms. Pricing will be provided with the pricing sheets.

3.6 END OF CONTRACT TRANSITION

1. The TOC acknowledges that the services under the Contract are vital to the Authority and must be continued without interruption and that, upon Contract expiration or termination, a successor (either the Authority or another contractor) may continue them. The TOC agrees to exercise its best efforts and cooperation to affect an orderly and efficient transition to a successor.
2. The TOC shall, upon the Authority's written notice, furnish transition services during the last 90 days of the Contract. The TOC shall also negotiate in good faith with the successor a plan describing the nature and extent of transition services required. The training program and a date for transferring responsibilities for each division of work shall be subject to Authority approval. The TOC shall provide sufficient experienced personnel during the transition period to ensure that the services called for by the Contract are maintained at the required level of proficiency.
3. The TOC shall allow as many personnel as necessary, in the judgment of the Authority, to remain on the job to help the successor maintain the continuity and consistency of the services required by the Contract. The TOC shall also make available to the Authority for use by the successor all necessary personnel records, as it pertains to performance and training, and shall allow the successor to conduct on-site interviews with these employees. The TOC shall release those employees to be hired by the successor at a mutually agreeable date.

4. The TOC shall be reimbursed for all reasonable and applicable costs (i.e., costs that the TOC might incur after Contract expiration) that result from operations transition and a fee (profit) not to exceed a pro rata portion of the fee (profit) under the Contract.

End of Scope of Services

CONSENT AGENDA ITEM
#21

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*
Director of Procurement

DATE: September 30, 2024

SUBJECT: Approval of Purchase Order to Dasher Technologies for Hewlett Packard Enterprise (HPE) Alletra Storage Hardware

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Board approval is requested to issue a purchase order to Dasher Technologies in the amount of $339,388.16 for storage hardware to accommodate current and future storage needs of CFX's virtualized systems production platform. This will be a cooperative procurement based on the State of Florida Alternate Contract Source No. 43210000-23-NASPO-ACS-Computer Equipment, Peripherals, and Related Services.

This purchase is included in the Five-Year Work Plan.

Reviewed By: *Rafael Millan* _____
Rafael Millan
Director of IT

_____
Jim Greer
Chief Technology/Operations

CONSENT AGENDA ITEM
#22

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*
Director of Procurement

DATE: October 24, 2024

SUBJECT: Approval of Postal Center International as a Subcontractor to Cathedral Corporation for Toll Operations Printing and Mailing Services Contract No. 001604

Board approval of Postal Center International as the subcontractor to Cathedral Corporation to provide first class mail commingling service is requested. The cost is expected to exceed the $75,000.00 threshold established by the Procurement Policy for subcontractors not disclosed when the contract was originally awarded.

Reviewed by: *David Wynne*

David Wynne
Director of Toll Operations

Jim Greer
Chief Technology/Operations

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant: Cathedral Corporation Date: 10/02/2024

CFX Contract Name: Toll Ops Print & Mail Svcs CFX Contract No.: 001604

Authorization is requested to sublet the services identified below which are included in the above referenced Contract. Consultant requests approval to sublet services to:

Subconsultant Name: Postal Center International

Address: 2965 W Corporate Lakes Blvd, Weston FL 33331

Phone No.: 800) 430-7241

Federal Employee ID No.: 592593670

Registered with Sunbiz: ✓ Yes _____ No Minority Vendor: ✓ Yes _____ No

Description of Services to Be Sublet: First Class Mail Commingling

Estimated Beginning Date of Sublet Services: November 2024

Estimated Completion Date of Sublet Services: June 2030

Estimated Value of Sublet Services*: $ 520,000.00

*(Equal or exceeds $75,000 requires Board Approval)

Consultant hereby certifies that the proposed subconsultant has been advised of, and agrees to, the terms and conditions in the Consultant's Contract with CFX that are applicable to the subconsultant and the services to be sublet:

Requested By: Marianne W. Gaige

(Signature of Consultant Representative)

Chairman & CEO

Title

Recommended by: Fred Nieves Date: Oct 22, 2024

(Signature of Appropriate CFX Director/Manager)

Approved by: [signature] Date: Oct 22, 2024

(Signature of Appropriate Chief)

Reviewed by: Aneth Williams Date: Oct 22, 2024

Director of Procurement

Revised Sublet: Yes _____ No _____

Attach Subconsultant's Certificate of Insurance and W-9 Form to this Request.

REV. 08/8/2024

CONSENT AGENDA ITEM
#23

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*
Director of Procurement

DATE: November 4, 2024

SUBJECT: Approval of Contract Award to HNTB Corporation
for All Electronic Toll Conversion Support Services
Contract No. 002165

Board approval of contract award to HNTB Corporation in the amount of $925,668.90 is requested. This will be a sole source procurement.

The work to be performed includes program support for systemwide conversion to all electronic tolling.

This contract is included in the Five-Year Work Plan.

Reviewed by: _____
Jim Greer
Chief of Technology/Operations

CONTRACT NO. 002165

between

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

and

HNTB CORPORATION

regarding

ALL ELECTRONIC TOLL CONVERSION SUPPORT

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CONTRACT NO. 002165

between

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

and

HNTB CORPORATION

regarding

ALL ELECTRONIC TOLL CONVERSION SUPPORT

THIS CONTRACT (**"Contract"**) is entered into by and between the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY** (**"CFX"**), a body politic and corporate, and an agency of the State of Florida, with its principal place of business located at 4974 ORL Tower Road, Orlando, Florida 32807, and **HNTB CORPORATION** (**"Contractor"**), a Foreign Profit Corporation, with its principal place of business located at 715 Kirk Drive, Kansas City, MO 64105, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged. CFX and Contractor may be herein referred to individually as the **"party"** or collectively as the **"parties"**.

WHEREAS, CFX has determined that it is necessary and convenient in the conduct of its business to engage Contractor to perform work associated with All Electronic Toll Conversion.

Article 1: Definitions

1.1 **Generally**

For the purposes of this Contract, the capitalized terms are to be understood as they are first defined, either by use of bold parenthetical reference or as herein found within bold quotation marks.

1.2 **Additional Clarifications**

1.2.1 **"Day"** shall mean one calendar day, unless otherwise specifically referred to as a **"business day"**. A **"business day"** shall mean any day that is an official working day of CFX and excludes Saturdays, Sundays, and Holidays (as defined below). When pluralized, **"days"** and **"business days"** shall mean consecutive calendar or consecutive business days. When any period of time is referred to in this Contract or any task issued hereunder by either **"days"** or **"business days"**, it shall be computed to exclude the first day or business day and include the last day or business day of such period. If a period is determined by calendar days and the last day of such period falls on a Saturday, Sunday, or Holiday, such day shall be omitted from the computation.

1.2.2 **"Holiday"** shall mean one of the days designated by CFX as "holidays", to include without limitation: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving, and Christmas Day.

1.2.3 The words **"must"**, **"will"**, and **"shall"** are always mandatory and not discretionary; the word **"may"** is permissive.

1.2.4 Unless the context clearly indicates the contrary, where a clause herein involves two or more items, conditions, provisions, or events connected by the conjunctions **"and"**, **"or"**, **"either . . . or"**, or **"and/or"** such conjunctions shall be interpreted as follows:

(A) **"And"** indicates that all the connected terms, conditions, provisions, or events shall apply.

(B) **"Or"** indicates that the connected items, conditions, provisions, or events may apply singly or in any combination.

(C) **"Either . . . or"** indicates that the connected items, conditions, provisions, or events shall apply singly but not in combination, unless further modified by **". . . or both"**.

(D) **"And/or"** indicates that the connected items, conditions, provisions, or events shall apply either singly or in combination.

1.2.5 The word **"includes"** shall not limit a term to the specific example but is intended to extend its meaning to all other instances or circumstances of like kind or character.

1.2.6 The words **"herein"**, **"hereby"**, **"hereinafter"**, **"hereto"**, **"hereof"**, and other equivalent words shall refer to this Supplemental Contract as a whole, including any documents incorporated into this Supplemental Contract whether by attachment or reference.

1.2.7 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.

1.2.8 Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. 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.

1.2.9 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.

1.3 Ambiguity; Interpretation

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 should immediately notify the CFX Procurement Department to request clarification of CFX's interpretation of the Contract.

Article 2: Administrative Contract Provisions

2.1 Contract Term

2.1.1 **Initial Term.** This Contract's term shall begin on the date it is executed by the authorized representative of each part (**"Effective Date"**) and, unless otherwise modified or terminated in accordance with this Contract's terms and conditions, shall expire on **December 31, 2025** (**"Initial Term"**).

2.1.2 **Renewals/Extensions.** CFX reserves the right to exercise renewal options. The sum of the Initial Term and any such renewals/extensions hereto shall constitute the **"Contract Term"**, which shall not exceed 10 years in length.

2.2 Contract Administrators

2.2.1 The parties have identified the individuals listed below as contract administrators who shall serve as the main points of contact for routine communications between the parties under this Contract. Such individuals may collectively be referred to as the **"Contract CAs"**.

(A) **CFX Contract Administrator** (**"CFX CA"**):

Name: Jim Greer

Title: Chief of Technology

Email: jim.greer@cfxway.com

(B) **Contractor Contract Administrator** (**"Contractor CA"**):

Name: Scott Zornek, PE

Title: Associate Vice President – Transportation Planning/Traffic Group Director

Email: szornek@hntb.com

2.2.2 Unless otherwise specifically required to be sent in accordance with **Section 2.3 Notice** below, any communications sent to either of the Contract CAs by email to the addresses provided above shall be considered received on the first full business day following the date it was sent by the sending party.

2.2.3 Either party may change this Contract CA unilaterally and without need to amend this Contract by providing notice to the other in accordance with **Section 2.3 Notice** below. Each party acknowledges its responsibility to advise the other party in the event of any change in the respective party's Contract CA's name and/or contact information as soon as practicable.

2.3 **Notice Provision**

2.3.1 Except as provided in **Section 2.2: Contract Administrators** above, notices specifically provided for in this Contract shall be in writing and shall be deemed to have been duly given when received, if delivered personally or by nationally recognized courier, or on the date receipt is acknowledged, if delivered by certified mail, postage prepaid, return receipt requested, to the following addresses:

(A) **To CFX:**

Central Florida Expressway Authority
Attn: Chief of Technology & Operations
4974 ORL Tower Road, Orlando, Florida 32807

With copy to:

Central Florida Expressway Authority
Attn: General Counsel
4974 ORL Tower Road, Orlando, Florida 32807

(B) **To Contractor:**

HNTB Corporation
Attn: Scott Zornek, PE, Associate Vice President
200 Colonial Center Parkway, Suite 200 Lake Mary, Florida 32746

Article 3: Contractor Performance; Standard of Care

3.1 **Scope of Work**

3.1.1 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 accordance with the terms and conditions hereto and in the manner and to the full extent set forth in attached **Exhibit A: Scope of Work** and any attachment thereto (collectively, the **"Work"**), which are incorporated hereto by reference. The Work shall be completed to the satisfaction of the duly authorized representatives of CFX, who shall be provided the full opportunity to evaluate the Work at any time during the Contract Term.

3.1.2 Unless otherwise expressly agreed to in a separate writing duly executed by the authorized representatives of each party, this Contract does not grant to Contractor any exclusive right to provide the Work to CFX.

3.2 **Standard of Care**

3.2.1 Contractor hereby represents and warrants to CFX that: (A) Contractor possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the Work provided under this Contract; (B) Contractor shall exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise within the local area, working on similar activities; and (C) Contractor shall efficiently provide the Work in a manner consistent with industry standards. Contractor hereby covenants that its employees, agents, subcontractors, representatives, volunteers, and any other associates, shall likewise be bound by the forgoing representations.

3.2.2 Unless otherwise expressly agreed to in a separate writing executed by the authorized representatives of both parties: (A) Contractor shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully provide the Work; and (B) Contractor shall provide all labor, tools, materials, permits, equipment, transportation, supervision, and any other items or work of any type whatsoever, which are necessary to fully complete and deliver the Work.

3.2.3 Contractor, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, CFX, and municipal governments, as well as their respective departments, commissions, boards, and officers which are in effect at the time of execution of this Contract or are adopted at any time following the execution of this Contract.

3.2.4 With prior written approval from CFX, Contractor may subcontract a portion of the Work; however, Contractor shall remain fully responsible for the satisfactory completion of all such subcontracted work.

3.2.5 Contractor shall ensure that all of Contractor's employees, agents, subcontractors, representatives, volunteers, and any other associates fully comply with all of the terms and conditions set forth herein when performing in any manner under this Contract.

3.2.6 CFX may require that Contractor removes any employee, volunteer, associate, subcontractor, or agent of Contractor from performing under this Contract that CFX, in its sole discretion, deems to be objectionable or otherwise performing contrary to the best interests of CFX. CFX shall not be responsible for any costs directly or indirectly related to such removal.

3.3 **Contractor Responsibility**

3.3.1 Contractor shall take any and all reasonable precautions in the performance of the Work 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 Work;

(B) All property of Contractor and/or its employees, agents, officers, 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 Work is performed; and

(C) Members of the public who may be traveling on the Central Florida Expressway System and their vehicles.

3.3.2 Contractor shall comply with, and shall cause its employees, agents, officers, subcontractors, and all other persons for whom Contractor may be legally or contractually responsible to

comply with, the provisions of this Contract, the Scope of Work, other applicable Contract Documents, 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.

3.3.3 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 the Work by Contractor, whether such property is owned by Contractor, CFX, or any other person, to the extent such damage or loss was caused or brought about, in whole or in part, by the acts or omissions of Contractor, its employees, agents, officers, subcontractors, or any other persons for whom Contractor may be legally or contractually responsible.

3.3.4 Contractor shall ensure that all of its activities and the activities of its employees, agents, officers, 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.

3.3.5 Contractor shall immediately notify CFX of any material adverse change in Contractor's financial condition, business, prospects, affairs, or operations, or of such change of any partner, or of such change of any shareholder holding greater than a 10% interest in Contractor, or of the existence of any material impairment of rights or ability of Contractor to carry on as its business and operations are currently conducted.

3.3.6 With respect to any employees of Contractor directly providing work to CFX, Contractor shall not make or enforce any requirement of any such employee or enter into or enforce 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.

3.4 **Skillful and Licensed Provision of Work**

3.4.1 Throughout the Contract Term, Contractor shall procure and maintain, at its sole expense, all permits and licenses that may be required in connection with the performance of Work 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 Work.

3.4.2 The Contractor hereby represents and warrants that:

(A) Contractor has, and for the entire duration of the Contract Term will continuously maintain, adequate and competent staff in the performance of Work under this Contract.

(B) Contractor: (1) has obtained and is current on all federal, state, and/or local licenses, certifications, and permits required to legally operate and/or meet its obligations hereunder; (2) is in good standing with all regulatory agencies by which its business, operations, and/or any other activities are regulated; and (3) will, for the entire Contract Term, continuously maintain any such licenses, certifications, and/or permits and continuously remain in good standing with any such regulatory agencies.

(C) Any employee, volunteer, associate, subcontractor, or agent of Contractor (or of its subcontractors) whose performance under this Contract requires licensure will, for the full duration of their performance under this Contract will continuously: (1) have and

maintain such valid licensure; and (2) remain in good standing with any regulatory agency that regulates their business, operations, and/or other activities.

3.4.3 Evidence of any such licensure, certifications, and/or permits, including renewals thereof, shall be made available to CFX upon request. Any failure on CFX's part to make such a request will not in any way relieve Contractor or its subcontractors of their obligation to comply with the requirements of this **Section 3.4: Skillful and Licensed Provision of Work**.

Article 4: Payment Terms

4.1 Method of Payment

4.1.1 The method of payment for this Contract shall be as described in attached **Exhibit B: Method of Payment**, which is herein incorporated by reference.

4.1.2 The total amount paid by CFX under this Contract shall not exceed **$925,668.90** (the **"Not to Exceed Amount"**) for the term of the Contract.

4.1.3 By executing this Contract, Contractor acknowledges and agrees that, unless otherwise agreed to in a separate writing executed by the authorized representatives of both parties, Contractor shall be solely responsible for any costs or obligations it incurs that exceeds the Not to Exceed Amount.

4.1.4 This Contract's use of a "not to exceed" maximum amount in no way entitles Contractor to payment of the maximum amount unless such amount has been fully earned by Contractor in accordance with the provisions of this Contract. Any portion of the maximum amount unexpended or remaining at the end of the Contract Term shall be retained by and/or returned to CFX.

4.1.5 Contractor understands and agrees that the Work is to be provided to CFX on an "as needed" basis and that the dollar values referred to in this Contract do not in any way constitute a guarantee of either the level of service or work that may be requested of Contractor by CFX, or payment of the total maximum amount to Contractor.

4.2 Invoices

4.2.1 CFX shall make payments on proper invoices received under this Contract in accordance with Florida's Local Government Prompt Payment Act, Section 218.70 *et. seq.*, Florida Statutes.

4.2.2 Unless otherwise provided in the Contract Documents:

(A) Invoices for the Work provided hereunder shall be submitted to: Billing@CFXway.com, or to the Accounts Payable Section, Central Florida Expressway Authority, 4974 ORL Tower Road, Orlando, Florida 32807.

(B) All invoices must include, at minimum, the following: (1) a unique invoice number; (2) the Contractor's name; (3) the Contractor's address; (4) the invoice date; (5) the CFX contract number; and (6) the total invoice amount.

(C) If the Work hereunder provided involves the provision of goods or itemized deliverables, such invoices must additionally include, per item/deliverable: (1) quantity of item purchased; (2) item's unit of measure, if applicable; (3) item's unit price; and (4) total price per each item.

(D) If the Work contemplated hereunder involves the provision of services, such invoices must additionally include, to the extent applicable: (1) itemized descriptions of the services provided; (2) respective dates for each such itemized service; (3) calculation

of per-service cost based on the billing method for services herein provided (e.g., approved hourly rates, per milestone/deliverable completion, etc.).

4.3 **Withholding of Payment**

4.3.1 In the event CFX is not satisfied with the Work provided by Contractor, CFX reserves the right to withhold any amounts due until Contractor has appropriately addressed the problem to the satisfaction of CFX.

4.3.2 Should CFX decide to withhold or deny payment on an invoice, CFX shall, by electronic mail to the Contractor CA, provide Contractor a written description of: (A) the items in the invoice that CFX deems objectionable; and (B) the corrective action to be taken by Contractor so that payment may be made.

4.3.3 Nothing in this **Section 4.3: Withholding of Payment** may be construed as impacting or infringing upon CFX's right to terminate this Contract or to seek any additional remedies available to it at law or in equity.

4.4 **Funding Availability**

CFX's performance and obligation to pay under this Contract are contingent upon an annual budget appropriation by its Board. If the funding anticipated for the fulfillment of this Contract is, at any time, not forthcoming or otherwise insufficient, CFX shall have the right, in its sole discretion, to terminate or suspend this Contract without damage, penalty, cost, or expense to CFX of any kind whatsoever. The effective date of any such termination or suspension shall be as specified in CFX's notice of termination or suspension. CFX shall have the final authority over whether such funding is available.

Article 5: Termination

5.1 **Termination for Convenience**

CFX shall have the right to terminate or suspend this Contract, in whole or in part, for convenience, without cause and at any time, upon providing written notice to Contractor no fewer than 30 days prior to such termination. Such termination will be effective on the date stated on the notice. If Contractor is owed any compensation under the Contract for Work already provided as of the date of termination, Contractor will be paid for all work properly performed prior to the date of termination in accordance with the payment provisions of the Contract.

5.2 **Termination for Cause**

5.2.1 **Immediate Termination.** CFX reserves the right to, without penalty, immediately cancel or terminate this Contract for cause with such termination being effectuated as of Contractor's receipt of written notice (**"Immediate Termination"**), for any number of the following causes all of which shall constitute a material breach of this Contract:

(A) If Contractor or any employee, servant, or agent of 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 Contractor for on behalf of CFX;

(B) If Contractor is placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors, or if Contractor otherwise becomes insolvent or is adjudged bankrupt or insolvent by any Court;

(C) If Contractor is determined to be ineligible to do business in the State of Florida; and/or

(D) As otherwise expressly provided for in this Contract or required by law.

5.2.2 **Standard Termination for Cause**

(A) For breaches of this Contract for which Immediate Termination does not apply, CFX may terminate this Contract for cause. Such termination for cause may be for any material breach of this Contract, including without limitation Contractor: (1) failing to perform the Contract terms and conditions; (2) failing to begin the Work under the Contract within the time specified in the Scope of Work or, if applicable, Notice to Proceed; (3) failing to perform the Work with sufficient, satisfactory, or suitable personnel or with sufficient, satisfactory, or suitable materials to assure the prompt and timely performance of the Work; (4) failing to comply with the terms and conditions of the Contract; or (5) performing unsuitably or unsatisfactorily in the sole and absolute discretion of CFX, or for any other cause whatsoever, failing to carry on the Work in an acceptable manner.

(B) Should CFX believe Contract to be in breach of this Contract, CFX shall provide Contractor with a written **"Default Notice"** that: (1) notifies Contractor as to the nature of such breach; and (2) demands that Contractor show cause as to why CFX should not declare the Contract to be in default.

(C) After at least five business days from the date Contractor received any such Default Notice has lapsed, CFX may declare this Contract to be in default and may terminate this Contract, in whole or part, for cause.

5.2.3 **Opportunity to Cure**

(A) CFX shall have no obligation to provide Contractor the opportunity to cure any breach of this Contract; nevertheless, without creating such an obligation to provide an opportunity to cure or accept any cure proposed by Contractor, CFX may elect to provide Contractor with the opportunity to cure a breach of this Contract.

(B) If CFX decides to provide such an opportunity to cure, it shall: (1) include such opportunity to cure as part of its Default Notice; and (2) provide a timeframe deemed appropriate by CFX by which Contractor must cure or, only if expressly permitted by CFX, submit its proposed cure to CFX.

(C) Moreover, should CFX elect to provide such an opportunity to cure, CFX may not declare this Contract to be in default until the later of the following dates: (1) the date the timeframe provided in **Subsection 5.2.2(C)** above expires; or (2) the date the timeframe provided in **Subsection 5.2.3(B)** above expires.

5.2.4 **Declaration of Default.** Upon declaration of default and termination of this Contract:

(A) 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 Work under the Contract or may use other methods which in the opinion of CFX are required for Contract completion.

(B) All costs and charges incurred by CFX because of, or related to, Contractor's default (including the costs of completing Contract performance) shall be charged against Contractor. In the event the expense of 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, Contractor shall pay CFX the amount of the excess.

(C) CFX shall compensate Contractor for all authorized Work completed, before the effective date of termination, which has resulted in a usable product or otherwise tangible benefit to CFX. All such payments shall be subject to an offset for any damages incurred by CFX resulting from Contractor's breach of this Contract and any delay occasioned by early termination. No damages, fees, or costs may be assessed

against CFX for its termination of this Contract for cause. Moreover, CFX shall have no liability to Contractor for expenses or profits related to unfinished work on a Contract terminated for default.

(D) If a court of competent jurisdiction determines that this Contract was wrongfully terminated for cause, then Contractor's damages for such termination, if any, shall be the same as if CFX had terminated this Contract for convenience.

5.3 **In the Event of Termination**

5.3.1 The following provisions shall apply to all terminations of this Contract, regardless as to whether such termination is for convenience or cause:

(A) Under no circumstances shall a properly noticed termination by CFX constitute default by CFX hereunder.

(B) In no event shall Contractor be paid for special, indirect, consequential, or other undocumented costs and/or expenses arising from or out of the termination of this Contract by CFX. Payment for Work performed will be based on Contract prices, which prices are deemed to include profit and overhead, only if such profit and overhead were contemplated and permitted under the Contract. No profit or overhead will be allowed for work not performed.

(C) Prior to the effective date of any such termination, Contractor shall, unless otherwise expressly provided by CFX in writing: (A) maintain the same service level at which it was providing the Work prior to its receipt of CFX's notice of termination; (B) not incur any additional obligations or enter into any additional subcontracts to provide the Work; and (C) finalize all necessary reports, invoices, and other documentation required under the terms of this Contract.

(D) Contractor shall additionally: (A) submit to CFX, upon request, a report containing the last known contact information for each subcontractor or employee of Contractor who performed or was otherwise utilized by Contractor under this Contract; and (B) immediately 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.

5.4 **Force Majeure**

5.4.1 Contractor shall not be held responsible for any delay or failure in performance of any part of this Contract to the extent such delay or failure is caused by explosion, war, embargo, civil or military authority, pandemic, epidemic, "Act of God", or similar causes beyond Contractor's control so long as Contractor's delay is not caused by Contractor's own fault or negligence.

5.4.2 Notwithstanding the foregoing, Contractor may not claim *Force Majeure* for any emergency, exigency, or "Act of God" that in any way existed or was reasonably foreseeable at the time this Contract was executed by Contractor, or if the Work hereunder specifically addresses the performance of Work during or after such an emergency (e.g., if the Work hereunder is regarding CFX's emergency response needs related and an emergency occurs, Contractor may not claim such emergency to be a *Force Majeure*). Nothing in this provision shall be construed as preventing CFX from being able to terminate this Contract for convenience in accordance with **Section 5.1: Termination for Convenience** above.

Article 6: Insurance; Indemnification; Liability

6.1 Insurance

Contractor shall procure and maintain insurance in accordance with the provisions of **Attachment 1: Insurance Requirements**, which is attached hereto and incorporated herein by reference. Contractor meeting this Contract's insurance requirements shall be a condition precedent both to this Contract and payment hereunder by CFX. CFX additionally reserves the right to withhold or otherwise deny payment to Contractor for any period of time during the Contract Term within which Contractor fails to strictly comply with the provisions of **Attachment 1: Insurance Requirements**.

6.2 Indemnification

6.2.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless CFX, its officers, board members, agents, and employees from, and against, any claims, suits, judgments, demands, liabilities, damages, costs, and expenses (including, but not limited to, attorneys' fees, paralegals' fees, consultants' fees, and costs at all administrative, pretrial, trial, and appellate levels) of any kind or nature whatsoever, arising directly or indirectly out of or caused, in whole or part, by any negligent or intentional act or omission by Contractor, its officers, agents, and/or subcontractor(s) (if any), or anyone directly or indirectly employed by them or for whose acts any of them may be liable, that is in any manner related to this Contract, or to any performance or non-performance of the Work and/or any obligation hereby assumed by Contractor.

6.2.2 This indemnification shall include without limitation any misappropriate 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" (each such term as defined in **Subsection 8.9.1** 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 hereunder; (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; and/or (G) Contractor's breach of any of the warranties or representations contained in this Contract.

6.2.3 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, board members, agents, or employees.

6.2.4 The parties agree that one percent (1%) of the total compensation to Contractor for performance of each task authorized under the Contract is the specific consideration from CFX to Contractor for the indemnity herein provided and, if applicable, the parties further agree that such one percent (1%) is included in the amount negotiated for each authorized task.

6.2.5 The obligations in this **Section 6.2: Indemnification**, shall survive the expiration or termination of this Agreement and continue in full force and effect.

6.3 Sovereign Immunity

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.

6.4 **Limitation of Liability**

With the express exception for payments for work properly performed, CFX's obligations and liability hereunder, or as otherwise related to this Contract, shall be strictly limited to those limits per claim and per occurrence set forth for tort liability in Section 768.28, Florida Statutes, which limits are hereby made applicable to all manner of claims against CFX regardless of the equitable or legal theory upon which such claims may be based (e.g., contract, tort, strict liability, etc.) and are not confined to tort liability. Moreover, CFX shall not be responsible to Contractor or any third party for any indirect damages, incidental damages, consequential damages, exemplary damages of any kind, lost goods, lost profits, lost business, or any indirect economic damages whatsoever.

6.5 **Independent Contractor**

6.5.1 It is understood and agreed that nothing contained in this Contract creates or establishes the relationship of copartners between the Parties, or constitutes Contractor, or any employee thereof, as the agent, representative, or employee of CFX for any purpose or in any manner whatsoever. Contractor is to be, and shall remain, an independent contractor with respect to its performance under this Contract.

6.5.2 Under no circumstances shall any individual hired or otherwise directly or indirectly utilized by Contractor to meet any of its obligations hereunder be considered an employee of CFX. 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. Moreover, 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.

6.5.3 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. Additionally, no review or approval of Contractor's performance, reports, or records by CFX may be construed as CFX directing or supervising the actions of Contractor. Contractor shall at all times retain sole and absolute discretion in the judgment of the manner and means of carrying out its activities and responsibilities hereunder.

6.6 **No Third-Party Beneficiaries**

There are no third-party beneficiaries of this Contract and nothing in this Contract, express or implied, is intended to confer on any person other than the Parties hereto (and their respective successors, heirs and permitted assigns), any legal or equitable obligation, right, benefit, claim, or remedy of any nature arising under or by reason of this Contract.

Article 7: Records Management

7.1 **Generally**

The Contractor shall: (A) comply with all records retention, access, inspector general, and public record obligations found in this **Article 7: Records Management**; and (B) impose the same obligations on any subcontractors used by Contractor to provide any Work hereunder.

7.2 **Records Retention**

7.2.1 Contractor shall keep books, records, and accounts of all activities, related to this Contract, in compliance with generally accepted accounting procedures, and at all times must retain sufficient documentation to substantiate claims for payment under this Contract and all other records, electronic files, paper, and documents that were made in relation to this Contract.

7.2.2 **"Relevant Records"** shall mean any and all records, documents, information, communications, and/or data, regardless of the format or method of storage (e.g., physical,

electronic, or other), created, utilized, received, or maintained in relation to: (A) Contractor's solicitation for the award of this Contract (e.g., quote, bid, proposal, letter of interest, etc.); (B) the fulfillment of Contractor's obligations hereunder; and (C) the expenditure of CFX funds. Relevant Records include without limitation:

(A) Records, documents, information, communications, data related to: (1) any calculations used by Contractor in determining labor, unit price, or any other component of the applicable solicitation submitted to CFX; (2) any determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, or arithmetic extensions; quotes from subcontractors, or material suppliers, profit contingencies, and any manuals standard in the industry used by Contractor in determining a price; and

(B) All communications, writings, working papers, drafts, logs, invoices, financial reports, financial records, audit reports, receipts, bills, notes, charts, or any other data compilations, books of account, photographs, video recordings, audio recordings, or supporting documents.

7.2.3 Contractor shall preserve all Relevant Records for the entire Contract Term and for a period of five years after the later of: (A) final acceptance by CFX of the project or all work performed under the Contract; (B) until all claims (if any) regarding the Contract are resolved; or (C) expiration of the Relevant Records status as public records, as and if applicable, under Chapter 119, Florida Statutes.

7.3 **Audits; Records Access**

7.3.1 During regular business hours, Contractor shall permit any authorized representative of CFX to access, inspect, review, and/or reproduce any and all Relevant Records of Contractor or any subcontractor thereof. If the Work is site-specific, Contractor shall ensure access to the work site is provided to any authorized representative of CFX.

7.3.2 Contractor shall furnish CFX with any and all Relevant Records, data, or other information that CFX believes to be needed for the purpose of performance monitoring and evaluation, auditing, and/or quality assurance as soon as practicable, but no later than five business days from the date CFX makes such request. CFX hereby retains the right to conduct performance and financial audits at any time during the Contract Term, as well as at any time during the applicable retention period.

7.3.3 If CFX requests access to or review of any Relevant Documents and Contractor refuses such access or review or fails to timely accommodate such access or review, Contractor shall be in default under its Contract with CFX, and such actions shall, without any other or additional actions or omissions, constitute grounds for suspension, disqualification of Contractor, and/or termination of the Contract. These provisions shall not be limited in any manner by the existence of any Contractor claims or pending litigation relating to the Contract.

7.3.4 Disqualification, suspension, and/or termination of the Contractor for failure to comply with the requirements of this Article 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.

7.3.5 At any time during the Contract Term or applicable retention period, Contractor shall permit CFX 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. 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 shall be due to CFX upon demand.

7.4 **Cooperation with Inspector General**

Pursuant to Section 20.055(5), Florida Statutes, the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract.

7.5 **Public Records**

7.5.1 Notwithstanding the provisions of **Section 8.1: Communications, Public Relations, and Use of Logos** and **Subsection 8.9.1** below, Contractor understands that as public agency CFX is subject to the broad requirements of Florida's Public Records Law, Chapter 119, Florida Statutes, as amended.

7.5.2 By entering into this Contract, Contractor: (A) understands that all documents, records, and materials of any kind relating to the relationship created under this Contract shall be open to the public for disclosure and inspection, unless specifically deemed either confidential or exempt under Florida law; and (B) agrees to, in good faith, assist CFX in the provision of any applicable records requested under such law.

7.5.3 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 any requests for Relevant Records as defined in **Subsection 7.2.2** above, Contractor shall immediately notify the CFX. In the event Contractor has public records in its possession, Contractor must promptly provide such records to CFX. Failure by Contractor to timely notify CFX and/or timely provide any such records to CFX shall be grounds for immediate unilateral termination of this Contract by CFX for cause.

7.5.4 To the extent that this is a Contract for work and Contractor meets the definition of "Agency" in Section 119.011(2), Florida Statutes, which includes private agencies, persons, partnerships, corporations, or business entities acting on behalf of a public agency, the Contractor shall additionally:

(A) Keep and maintain public records required by CFX to perform the service.

(B) Upon request from CFX's custodian of public records, provide CFX with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(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's term and following completion of the Contract if Contractor does not transfer the records to CFX.

(D) Upon completion of the Contract, transfer, at no cost, to CFX all public records in possession of Contractor or keep and maintain public records required by CFX 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 CFX, upon request from CFX's custodian of public records, in a format that is compatible with the information technology systems of CFX.

7.5.5 The obligations in this **Section 7.5: Public Records** shall survive the expiration or termination of this Contract and continue in full force and effect as set forth above.

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, OR 4974 ORL TOWER ROAD, ORLANDO, FL. 32807.

Article 8: Miscellaneous Provisions

8.1 Communications, Public Relations, and Use of Logos

8.1.1 Contractor agrees that it shall make no statements, press releases, or publicity releases concerning this Contract 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 Contract, or any particulars thereof, during the Contract Term without first notifying CFX and securing its consent in writing, except as required by law. Contract 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 Contract, it being understood that, under **Section 12.1: Ownership of Documents** below, such data or information is the property of CFX.

8.1.2 Regarding the use of logos, printed documents and presentations produced for CFX shall not contain the name or logo of the Contractor unless approved by CFX's Public Affairs Officer or their designee. Prior approval by CFX's Public Affairs Officer or their designee is required if a copy of the CFX logo or any CFX mark, including trademarks, service marks, or any other mark (collectively referred to as **"Mark(s)"**) is to be used in a document or presentation. Such 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 their designee.

8.2 Conflict of Interest; Ethics

8.2.1 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.

8.2.2 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.

8.3 Confidential Trade Secret Information

8.3.1 Pursuant to Section 815.045, Florida Statutes, Contractor's "trade secrets", as defined in Section 812.081, Florida Statutes, are confidential and exempt from public disclosure; however, Contractor may lose such protections by failing to take reasonable measures or make reasonable efforts to maintain such information's secrecy.

8.3.2 Accordingly, the parties hereto agree that CFX will treat any documents, materials, records, or other information designated by Contractor as being its confidential trade secret information as confidential and exempt from public disclosure, so long as the following conditions are met: (A) such trade secret designation by Contractor must be in writing provided at the time of initial disclosure to CFX; (B) neither oral trade secret designations nor trade secret designations made after initial disclosure to CFX will be accepted; and (C) under no circumstances will the Contract, the nature of the Work, services, materials, equipment, or goods contemplated

hereunder, or any price or payment related information will be considered or treated as Contractor's trade secret information by CFX.

8.3.3 Contractor shall indemnify CFX against all lawsuits, claims, and/or costs incurred (including reasonable attorneys' fees) by CFX that are in any manner related to Contractor's trade secret information. Moreover, Contractor shall be solely responsible for defending the confidentiality of its trade secret information at its sole cost, which action shall be taken in a court of competent jurisdiction located in Orange County, Florida, immediately, but no later than 10 days from the date Contractor receives written notification from CFX of a third-party request for disclosure of Contractor's designated trade secret information.

8.3.4 Failure of Contractor to timely file an action to defend the confidentiality of its designated trade secret information shall constitute as a waiver by Contractor of both: (A) any claim, whether at law or in equity, that such information is confidential and/or exempt from public disclosure; and (B) any objection it may have to CFX's release of the requested information or records.

8.4 **Contingent Fees Prohibited**

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.

8.5 **Data Security**

8.5.1 The Contractor shall protect and secure any data obtained by Contractor in the course of performing the Work contemplated hereunder that is: confidential information exempt from public disclosure pursuant to Chapter 119, Florida Statutes; personal information enumerated in Section 501.171(1)(g), Florida Statutes; and/or restricted from public disclosure based on federal or state laws and regulations, including without limitation those related to privacy, confidentiality, security, personal health, business or trade secret information, and exemptions from Florida public records laws (collectively **"Non-Open Data"**).

8.5.2 Title to all Non-Open Data will remain the property of CFX and/or will become the property of CFX upon receipt and acceptance. Contractor shall not possess or assert any lien or other right against or to any Non-Open Data in any circumstances. Contractor shall not, without written permission from CFX, divulge to any third party any Non-Open Data unless required by law or legal process, and only after notice to CFX, and shall comply with all applicable provisions of Section 501.171, Florida Statutes, and any other applicable federal, state, or local data security laws.

8.6 **Equal Employment Opportunity**

Contractor shall comply with all federal, state, and local laws and ordinances prohibiting discrimination with regard to race, color, national origin, ancestry, creed, religion, age, sex, marital status or the presence of any sensory, mental or physical handicap or other disability, and will take affirmative steps to insure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability or national origin. This provision shall include, but not be limited to, the following: employment; promotion; demotion; transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

8.7 **Infringement of Patents and Copyrights**

Contractor 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.

Contractor 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 Work, goods, and/or work, or any part thereof furnished under this Contract, constitute an infringement of any patent or copyright of the United States. Contractor shall pay all damages and costs awarded against CFX. The obligations in this **Section 8.7: Infringement of Patents and Copyrights**, shall survive the expiration or termination of this Agreement and continue in full force and effect.

8.8 **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.

8.9 **Disqualifying Offences**

8.9.1 If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, Contractor is required to immediately remove that person from performance under this Contract.

8.9.2 The disqualifying offenses are as follows: (A) computer related crimes; (B) information technology crimes; (C) fraudulent practices; (D) false pretenses; (E) fraud; (F) credit card crimes; (G) forgery; (H) counterfeiting; (I) violations involving checks or drafts; (J) misuse of medical, confidential, or personnel records; (K) theft; (L) embezzlement; (I) and any other financial crimes or crimes of dishonesty.

8.10 **Ownership of Materials and Intellectual Property Rights**

8.10.1 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.

8.10.2 Contractor, its employees, agents, officers, and subcontractors may not use CFX Property or CFX Intellectual Property in any way, other than in performance of the Work 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.

8.10.3 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 **Subsection 8.10.3** shall collectively be referred to as **"Contractor"**) warrants and represents the following:

(A) Contractor was and is the sole owner of all right, title and interest in and to all Contractor Property and Contractor Intellectual Property; or

(B) 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 Contractor is current and will remain current on all royalty payments due and payable under any license where Contractor is licensee; and

(C) 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

(D) Subject to Chapter 119, Florida Statutes, 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 the Work hereunder, 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.

8.10.4 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.

8.10.5 The provisions of this Section shall survive the expiration or termination of this Contract for the longer of: (A) 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 (B) CFX's continued use – notwithstanding any temporary suspension of use – of any Contractor Property or Contractor Intellectual Property.

8.10.6 Notwithstanding anything to the contrary, the confidentiality and security provisions herein contained shall survive the expiration or termination of this Contract for 10 years beyond both timeframes provided in **Subsection 8.10.5** above.

Article 9: Florida Vendor Eligibility Provisions

9.1 E-Verification

9.1.1 This Contract is subject to the requirements found in Section 448.095(5), Florida Statutes. By executing this Contract, Contractor hereby represents, warrants, and certifies that it is registered with the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of Contractor.

9.1.2 Contractor additionally hereby acknowledges the responsibilities and obligations of both Contractor and CFX under Section 448.095(5), Florida Statutes, which includes without limitation: (1) an obligation that Contractor obtains and maintains affidavits from each of its subcontractors stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien; and (2) the right of CFX to unilaterally and immediately terminate this Contract for Contractor's failure to comply with the applicable provisions of Section

448.095(5) and to impose upon Contractor any additional costs incurred by CFX resulting from such termination.

9.2 **Public Entity Crimes**

Contractor hereby represents, warrants, and certifies that: (a) neither Contractor, nor one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of Contractor, nor any affiliate of the entity, has been charged with and convicted of public entity crime subsequent to July 1, 1989; (b) Contractor has not been placed on any convicted vendor list by the State of Florida and that it will not utilize any funding provided pursuant to this Contract to subcontract with any vendor that has been placed on any such convicted vendor list; and (c) Contractor has read and reviewed the provisions, requirements, and prohibitions of Florida's Public Entity Crime Act, Section 287.133, Florida Statutes, and hereby affirms its compliance therewith. For the purposes of this provision, the terms "public entity crime", "convicted", and "affiliate" shall be as defined in Section 287.133, Florida Statutes.

9.3 **Scrutinized Companies**

9.3.1 Contractor hereby represents, warrants, and certifies to the following: (1) Contractor has read and reviewed the provisions, requirements, and prohibitions of Florida's prohibition against contracting with scrutinized companies, as found in Section 287.135, Florida Statutes, and hereby affirms its compliance therewith; and (2) Contractor is not on Florida's "Scrutinized Companies that Boycott Israel List" created pursuant to Section 215.4725, Florida Statutes, nor is it engaged in a boycott of Israel.

9.3.2 If the Contract value meets or exceeds $1,000,000.00, then Contractor hereby additionally represents, warrants, and certifies that: (1) Contractor is not on the "Scrutinized Companies with Activities in Sudan List" or the "Scrutinized Companies with Activities in the Iran Terrorism Sectors List", created pursuant to Section 215.473, Florida Statutes, and (2) Contractor is not engaged in business operations in Cuba or Syria.

9.3.3 In accordance with Section 218.135, Florida Statutes, CFX shall have the option to terminate this Contract and shall have the right to, notwithstanding anything to the contrary in this Contract, pursue all remedies available to it in equity and at law, if: (1) either of the above certifications are found to have been false; (2) Contractor is found to have been placed on any of the applicable lists referenced in this provision at any time; and/or (3) if Contractor becomes engaged in business operations in Cuba or Syria or any boycott of Israel.

9.4 **Discriminatory Vendors and Anti-Trust Violators**

Contractor hereby represents, warrants, and certifies that entering into this Contract will not violate either Section 287.134, Florida Statutes, or Section 287.137, Florida Statutes. In accordance with such sections of Florida law, contractors that have been placed on either the discriminatory vendors list, the antitrust violator vendor list, or both: (a) may not submit a bid, proposal, or reply on a contract to provide any goods or work to a public entity; (b) 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; (c) may not submit bids, proposals, or replies on leases of real property to a public entity; (d) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (e) may not transact business with any public entity.

9.5 **Countries of Foreign Concern**

9.5.1 Contractor hereby represents, warrants, and certifies that Contractor has read and reviewed the provisions, requirements, and prohibitions of Section 287.138, Florida Statutes, regarding contracting with foreign countries of concern and hereby represents, warrants, and certifies that entering into this Contract will not violate such section of Florida law.

9.5.2 If this Contract will in any manner give Contractor access to any individual's personal identifying information, then:

(A) As a precondition to this Contract and prior to completing any work or otherwise performing hereunder, Contractor shall submit to CFX an affidavit signed by an officer or representative of Contractor under penalty of perjury attesting that Contractor does not meet any of the following criteria: (a) Contractor is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest, as defined in Section 287.138(1), Florida Statutes, in Contractor; or (c) Contractor is organized under the laws of or has its principal place of business in a foreign country of concern. For the purposes of this decision, the definition of "foreign county of concern", "controlling interest", "governmental entity", are as provided in Section 287.138(1), Florida Statutes.

(B) Contractor hereby acknowledges that the Florida Attorney General may bring a civil action in any court of competent jurisdiction against an entity that violates Section 287.138, Florida Statutes, and that the penalties for such violation may include any provided for in Section 287.138(5), Florida Statutes, including without limitation: (a) a civil penalty equal to twice the amount of the contract for which the entity submitted a bid or proposal for, replied to, or entered into; and (b) ineligibility to enter into, renew, or extend any contract, including any grant agreements, with any governmental entity for up to 5 years. CFX shall additionally have the option to terminate this Contract for cause if Contractor is found to be in violation of this provision, Section 287.138, Florida Statutes, and/or its affidavit.

9.6 Common Carrier

9.6.1 Contractor hereby represents, warrants, and certifies that Contractor has read and reviewed the provisions, requirements, and prohibitions of Section 908.111, Florida Statutes, regarding contracting with common carriers and hereby represents, warrants, and certifies that entering into this Contract will not violate such section of Florida law.

9.6.2 If Contractor meets the definition of "common carrier" as provided in Section 908.111(1), Florida Statutes, then:

(A) As a precondition to this Contract and prior to completing any work or otherwise performing hereunder, Contractor shall execute and submit to CFX an attestation in conformity with Sections 92.525 and 908.111(3), Florida Statutes, stating that the common carrier or contracted carrier is not willfully providing and will not willfully provide any service during the contract term in furtherance of transporting a person into the State of Florida knowing that the person is an unauthorized alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

(B) In accordance with Section 908.111(3), Florida Statutes, CFX may terminate this Contract for cause if Contractor is found to be in violation of this provision, Section 908.111, Florida Statutes, and/or its attestation.

9.7 Human Trafficking

In accordance with Section 787.06(13), Florida Statutes, when a contract is executed, renewed, or extended between a nongovernmental entity and CFX, the nongovernmental entity must provide CFX with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or work as defined in Section 787.06(2)(a), Florida Statutes. Such affidavit is hereto attached as CFX-220: Human Trafficking Affidavit.

9.8 **Incorporation of Florida Vendor Eligibility Provision Forms**

9.8.1 Either as part of the solicitation for this Contract, or as a precondition of this Contract, Contractor has or will execute specific certifications, affidavits, and attestations regarding the various provisions in this "Florida Vendor Eligibility Requirements" section by use of the following forms provided by CFX:

(A) CFX-200: E-Verification Use and Registration Certification

(B) CFX-210: Certifications Regarding Vendor Eligibility

(C) CFX 220: Human Trafficking Affidavit

(D) CFX-230: Common Carrier Attestation

(E) CFX-240: Foreign Countries of Concern Affidavit

9.8.2 All such forms are hereby incorporated into this Contract and serve as a material part hereof. If for any reason Contractor has not yet executed any such forms: (A) Contractor doing so shall be a precondition to CFX's obligation to provide payment for any work or any other performance under this Contract; and (B) any failure of Contractor to do shall be cause for termination of this Contract by CFX.

Article 10: Provisions for Specialized Services Contracts

10.1 **Conflict of Interest Provision**

10.1.1 Contractor acknowledges that it meets the definition of "Consultant" under the CFX Code of Ethics, 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.

10.1.2 As required by Section 348.753, Florida Statutes, and CFX's Code of Ethics, Contractor understands that completion of CFX-105: Potential Conflict Disclosure Form (Consultants) is a precondition to the execution of the Contract and payment by CFX hereunder.

10.1.3 For the full Contract Term, Contractor shall submit a revised **CFX-105: Potential Conflict Disclosure Form (Consultants)** to CFX:

(A) At the time of entering into this Contract;

(B) Annually, not later than July 1st; and

(C) Promptly upon the occurrence of an event that would require disclosure.

10.1.4 Contractor shall use CFX's most current version of the CFX-105: Potential Conflict Disclosure Form, which CFX will provide to Contractor annually and will otherwise be available by request from the CFX Procurement Department.

10.1.5 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.

10.2 **Major Sub-Vendor Provision**

10.2.1 If, during the term of this Contract and any renewals hereof, Contractor desires or intends to provide payment to a subcontractor, subconsultant, and/or service provider (collectively **"Sub-Vendor"**) that was not disclosed by Contractor to CFX at the time this Contract was originally awarded, and such payment would, standing alone or aggregated with prior payments, provide

to the proposed Sub-Vendor under this Contract including any renewals or extensions hereto, equal or exceed $75,000.00, Contractor shall first submit a request to the Procurement Director to add such Vendor to the approved Major Sub-Vendors under this Contract.

10.2.2 Except in the case of an emergency, as determined by the Executive Director or the designee thereof, no such payment or obligation to make payment to any Sub-Vendor shall be made or incurred by Contractor under this Contract until such Sub-Vendor has been approved by the CFX Board. In the event of a so-designated emergency, Contractor may make such payment or incur an obligation to pay such unapproved Sub-Vendor under this Contract only with the prior written approval of the Executive Director or the designee thereof, and any such agreement by which such payment was made or by which the obligation to pay was incurred shall contain a provision that provides that it shall be automatically terminated if not approved by the CFX Board at its next regularly scheduled meeting.

10.2.3 CFX shall not be responsible to Contractor for any payments made or obligated to any such Sub-Vendor in excess of $75,000.00 should Contractor have failed to add such Vendor to this Contract's Major Vendors list in compliance with this provision.

10.3 Assignment and Removal of Key Personnel

10.3.1 The Parties hereto agree that the following are material considerations upon which CFX relied when deciding to award this Contract to Contractor: (1) the level of expertise, knowledge, and experience possessed by the employees, subcontractors, or other individuals identified by the Contractor in its solicitation response or applicable quote or proposal as being responsible for providing, overseeing, supervising, or otherwise being responsible for the performance of the Work (the **"Key Personnel"**); and (2) Contractor's covenant to, at all times, utilize individuals possessing such expertise, knowledge, and experience as contemplated in such solicitation response or applicable quote or proposal when hereunder performing.

10.3.2 Throughout the Contract Term, Contractor shall employ individuals having significant training, expertise, and experience in the areas or disciplines more particularly set forth in the Scope of Work, together with such other areas of expertise or experience, as may be designated from time to time during the Contract Term by CFX. When CFX designates an additional area for which expertise or experience shall be required, Contractor shall use all reasonable and diligent efforts to promptly hire and retain one or more individuals possessing such experience or expertise.

10.3.3 Contractor shall use commercially reasonable efforts to maintain Key Personnel as employees throughout the Contract Term in accordance with the standards and requirements set forth in the Scope of Work. 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 the Work required hereunder to the extent required.

10.3.4 If Contractor removes, suspends, dismisses, fires, transfers, reassigns, lays off, discharges, or otherwise terminates any Key Personnel, Contractor will replace such individual with an employee of like expertise. At no time shall CFX be obligated to accept Contractor's substitution of Key Personnel of lesser expertise than that originally assigned to perform work from CFX.

Article 11: General Provisions (Alphabetical)

11.1 Assignments and Successors

11.1.1 CFX has selected Contractor to perform the Work 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 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.

11.1.2 Each Party binds itself and its partners, successors, executors, administrators, and assigns to the other Party of this Contract and to the partners, successors, executors, administrators, and assigns of such other Party, in respect to all covenants of this Contract.

11.2 **Binding Effect; Conflicts**

This Contract shall be binding upon and inure to the benefit of the Parties hereto, their heirs, personal representatives, successors, or assigns. In the event of a conflict between the covenants, terms, or provisions of this Contract and any document incorporated herein whether by attachment or reference, the provisions of this Contract shall take precedence. Should there be any conflicts or inconsistency between any applicable law and this Contract, the most restrictive shall govern.

11.3 **Construction and Representations**

Each Party acknowledges that it has had the opportunity to be represented by counsel of such Party's choice with respect to this Contract. In view of the foregoing, and notwithstanding any otherwise applicable principles of construction or interpretation, this Contract shall be deemed to have been drafted jointly by the Parties and in the event of any ambiguity, shall not be construed or interpreted against the drafting Party. Neither Party has relied upon any representations or statements made by the other Party to this Contract, which are not specifically set forth in this Contract.

11.4 **Counterparts and Electronic Transmission of Signatures**

This Contract may be executed in counterparts, both of which shall be deemed an original and which taken together shall constitute one agreement. Any counterpart may be delivered by any Party by electronic transmission of the full Contract as executed by that Party to the other Party as mutually agreed upon by the Parties, and delivery shall be effective and complete upon completion of such transmission.

11.5 **Electronic Signatures**

Each Party hereby agrees that this Contract and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Contract or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

11.6 **Governing Law**

This Contract shall be considered as having been entered into in the State of Florida. The laws of the State of Florida shall govern all aspects of this Contract, without reference to any conflicts of law provisions.

11.7 **Headings**

The headings or captions of articles, sections, or subsections used in this Contract are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Contract.

11.8 **Jury Waiver**

To the fullest extent permitted by law, the Parties hereby waive their right to trial by jury in any action, proceeding, or claim that is in any manner related to this Contract or the performance of the associated Work hereunder, which may be brought by either of the Parties.

11.9 **Modification**

Unless otherwise expressly provided for herein, no modification of this Contract shall be binding upon either Party unless it is reduced to writing and is signed by a duly authorized representative of each Party.

11.10 **Remedies**

No remedy conferred upon any Party in this Contract is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or as provided at law or equity. No single or partial exercise by any party of any rights, power, or remedy shall preclude any other or the further exercise thereof.

11.11 **Severability**

The provisions of this Contract are declared by the Parties to be severable. However, the material provisions of this Contract are dependent upon one another, and such interdependence is a material inducement for the Parties to enter into this Contract. Therefore, should any material term, provision, covenant, or condition of this Contract be held invalid or unenforceable by a court of competent jurisdiction, the Party protected or benefited by such term, provision, covenant, or condition may demand that the Parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited Party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.

11.12 **Signatory**

Each signatory below represents and warrants that he or she has the full power and is duly authorized by their respective Party, to enter into and perform under this Contract. Such signatory further represents that he or she has fully reviewed and understands the terms and conditions set forth in this Contract, including exhibits, and fully intends to abide by and comply with all of the terms and conditions set forth herein.

11.13 **Survivorship**

Those provisions which by their nature are intended to survive the expiration, cancellation, or termination of this Contract, including by way of example only, the indemnification and records maintenance provisions, shall survive any expiration, cancellation, or termination of this Contract.

11.14 **Time is of the Essence**

Time is of the essence regarding every obligation of Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation – including a breach resulting from untimely performance – is a material breach.

11.15 **Venue**

Each of the Parties hereby irrevocably submits to the jurisdiction of any federal or state court of competent jurisdiction located in Orange County, Florida, regarding any legal action, proceeding, or claim that is in any manner related to this Contract or the performance of the associated Work hereunder. Each Party further agrees venue for any such action, proceeding, or claim shall lie in Orange County, Florida, and irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum.

11.16 **Waiver**

No delay or failure on the part of either Party to exercise any right or remedy accruing to such Party upon the occurrence of an event of violation shall affect any such right or remedy, be held to be an abandonment thereof, or preclude such Party from the exercise thereof at any time during the continuance of any event of violation. No waiver of a single event of violation shall be deemed to be a waiver of any subsequent event of violation.

Article 12: Documents; Entire Agreement

12.1 **Ownership of Documents**

All plans, documents, reports, studies, and/or other data prepared or obtained under this Contract shall be considered instruments made for the Work 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.

12.2 **Contract Documents**

12.2.1 All attachments, exhibits, schedules, forms, and/or other documents herein referenced or hereto attached, including the contents of this Contract, shall constitute the **"Contract Documents"**.

12.2.2 **Attachments/Exhibits.** The documents in the table below are hereby incorporated into this Contract and serve as a material part hereof:

Document Name	Document Title
Attachment 1	Insurance Requirements
Exhibit A	Scope of Work
Exhibit B	Method of Compensation
CFX-200	E-Verification Use and Registration Certification
CFX-210	Certifications Regarding Vendor Eligibility
CFX-220	Human Trafficking Affidavit
CFX-230	Common Carrier Affidavit
CFX-240	Foreign Countries of Concern Affidavit

12.3 **Entire Agreement**

This Contract, and any documents incorporated, referenced, or attached hereto, sets forth and constitutes the entire agreement and understanding of the Parties with respect its subject matter. Regarding such subject matter, this Contract supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of either of the Parties.

[SIGNATURES ON FOLLOWING PAGE]

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 same by Board action on the 14th day of November, 2024, and HNTB Corporation signing through its undersigned signatory authorized to execute same.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____

Print Name: Aneth Williams
Director of Procurement

Date: _____

HNTB CORPORATION

By: _____

Print Name: _____

Title: _____

Date: _____

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

ATTACHMENT 1
INSURANCE REQUIREMENTS
ALL ELECTRONIC TOLL CONVERSION SUPPORT

A. Contractor shall carry and keep in force during the period of this Contract, the required amount of coverage as stated below.

B. 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. Contractor shall carry and keep in force the following insurance coverage, and provide CFX with correct certificates of insurance (ACORD forms) upon Contract execution:

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 Contractor under this Agreement.

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).

C. Such insurance policies shall be without co-insurance, and shall:

1. Include CFX, and such other applicable parties CFX shall designate, as additional insureds for commercial general liability and business automobile liability;

2. Be primary insurance;

3. Include contractual liability for commercial general liability;

4. 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

5. 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.

D. Contractor 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 Contractor hereunder, Contractor shall deliver insurance certificates to CFX evidencing a renewal or new policy to take the place of the one expiring. Procurement of insurance shall not be construed to limit Contractor's obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by CFX.

E. Any insurance carried by CFX in addition to Contractor's policies shall be excess insurance, not contributory.

F. 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.

G. 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.

H. 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.

EXHIBIT A
SCOPE OF WORK
ALL ELECTRONIC TOLL CONVERSION SUPPORT

A. DESCRIPTION

The Central Florida Expressway Authority (CFX) is working to convert to a cash-less toll collection system by the end of calendar year 2025. This conversion to all electronic tolling (AET) will include the decommissioning of all existing cash and reload lanes systemwide. As part of this effort CFX, HNTB shall provide the below-described work including project management, project administration, coordination (internal and external), technical support, and staffing strategies. At no time will HNTB be providing any work for CFX that meets the definition of "professional services" under Section 287.055, Florida Statutes.

B. SCOPE OF WORK

The following work is anticipated as part of this work order:

1. Project Management

These tasks help ensure that projects are completed on time, within budget, and to the satisfaction of all stakeholders.

a) Develop project management plan.

b) Coordinate with procurement to ensure realistic project delivery.

c) Manage project to limit or prevent scope creep.

d) Keep track of task completion, key project milestones, and overall project progress to ensure on-time delivery.

e) Progress meetings – Due to the accelerated delivery of the AET conversion, biweekly progress meeting will be conducted. This cadence may vary throughout the lifecycle of the project based on workflow. Progress meetings will include CFX staff and stakeholders (agendas, documentation, and follow-up will be provided).

2. Project Administration

These tasks provide oversight and coordination of the various administrative aspects of a project to ensure it runs efficiently.

a) Oversee the development and updates to the project schedule(s).

b) Manage to the project schedule(s).

c) Manage project scope changes.

d) Document project activities, decisions, and changes through an online project status update report to ensure transparency and accountability.

e) Consultant invoice review.

f) Coordinate quality reviews.

g) Provide project budget tracking.

3. Coordination

Effective stakeholder coordination can lead to better project outcomes, increased transparency, and stronger stakeholder relationships.

a) Develop communication plan to identify how and when stakeholders will be informed and engaged throughout the project.

b) Leverage the communication plan to coordinate and conduct stakeholder meetings. These may include meetings with Florida Turnpike Enterprise (FTE), Neology, various CFX internal staff. These are meeting that will occur outside of the regularly scheduled progress meetings.

c) Participate as needed in workshops developed by others to convey a consistent project message.

4. Technical Support

Providing technical support for a toll project involves several key areas to ensure the project runs smoothly and efficiently. Effective technical support is crucial for the successful operation of toll projects, ensuring reliability and customer satisfaction. This support will be provided, as need, throughout the project lifecycle.

a) Provide lessons learned from national experience on AET conversion projects.

b) Provide guidance, as needed, to ensure AET systems are properly integrated.

c) Support, as needed, messaging surrounding customer inquiries related to tolls

d) policies and procedures.

5. Toll Collection Staff Strategy

As the shift to AET is imminent, the message and actions surrounding the change can resonate throughout the community. CFX's commitment to minimize the impact to those impacted by this change is as vital to the to the conversion as the technology deployment.

a) Provide lessons learned related to workforce migration from previous AET conversions.

b) Coordinate with CFX and Neology as they develop and finalize workforce transition plans.

c) Assist CFX's public/government relations staff to craft messaging around the conversion and the mitigation strategies to minimize impacts to workers.

d) Aid in the development of transition plans.

C. ASSUMPTIONS

1. This scope covers a 61-week duration (November 2024 – December 2025). Efforts beyond this timeframe would be considered additional work and require either renewal or a supplemental agreement. Such additional work shall not fall within the definition of "professional services" under Section 287.055, Florida Statutes.
2. Assignments to be directed by the Chief of Technology/Operations (or assigned delegate).

CONSENT AGENDA ITEM
#24

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement

DATE: September 23, 2024

SUBJECT: Approval of Purchase Order to 360 Network Solutions, LLC for Intelligent Transportation Systems (ITS) Closed Circuit Television (CCTV) Camera Replacement
Project No. 599-576, Contract No. 002146

An Invitation to Bid for the above referenced project was advertised on August 25, 2025. One (1) response was received by the September 16, 2024 deadline. The Director of Procurement met with the Director of Intelligent Transportation Systems to review options when less than three bids are received. After discussion and consideration, it was agreed that the solicitation process should proceed.

Board approval is requested to issue a purchase order to 360 Network Solutions, LLC in the amount of $299,997.00 for 123 ITS CCTV cameras.

This purchase is included in the Five-Year Work Plan.

Reviewed by:

Bryan Homayouni, PE
Director of Intelligent Transportation Systems

Glenn Pressimone, PE
Chief of Infrastructure

E.

Reports

E.1.

Chairman's Report

THERE ARE NO
BACKUP MATERIALS
FOR THIS ITEM

E.2.

Treasurer's Report

MEMORANDUM

TO: CFX Board Members

FROM: Michael Carlisle, Director of Accounting and Finance

DATE: October 30, 2024

RE: September 2024 Financial Reports

Attached please find the September 2024 Financial Reports. Please feel free to contact me if you have any questions or comments with regard to any of these reports.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS
AND RELATED DOCUMENTS
FOR THE MONTH ENDING SEPTEMBER 30, 2024 AND YEAR-TO-DATE

	FY 25 MONTH ACTUAL	FY 25 MONTH BUDGET	FY 25 YEAR-TO-DATE ACTUAL	FY 25 YEAR-TO-DATE BUDGET	FY 25 YEAR-TO-DATE VARIANCE	FY 25 YEAR-TO-DATE % VARIANCE	FY 24 - 25 YEAR-TO-DATE COMPARISON
REVENUES							
TOLLS	$ 60,733,583	$ 62,306,413	$ 186,246,850	$ 190,453,594	$ (4,206,744)	-2.2%	7.6%
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	796,620	807,788	1,683,835	1,629,245	54,591	3.4%	4.0%
TRANSPONDER SALES	172,257	162,249	631,600	486,748	144,852	29.8%	11.7%
OTHER OPERATING	236,827	240,935	509,423	495,533	13,890	2.8%	1.5%
INTEREST	2,083,676	2,181,818	3,163,002	3,413,636	(250,634)	-7.3%	-23.7%
MISCELLANEOUS	79,858	80,784	241,114	242,353	(1,238)	-0.5%	-1.2%
TOTAL REVENUES	$ 64,102,821	$ 65,779,988	$ 192,475,825	$ 196,721,109	$ (4,245,284)	-2.2%	6.8%
O M & A EXPENSES							
OPERATIONS	$ 7,536,785	$ 8,010,673	$ 16,428,998	$ 17,758,831	$ 1,329,833	7.5%	0.5%
MAINTENANCE	726,677	773,610	1,632,445	1,746,185	113,740	6.5%	-19.9%
ADMINISTRATION	933,652	1,058,830	2,624,650	2,928,483	303,833	10.4%	8.0%
OTHER OPERATING	-	247,808	-	247,808	247,808	-	-100.0%
TOTAL O M & A EXPENSES	$ 9,197,115	$ 10,090,922	$ 20,686,093	$ 22,681,307	$ 1,995,214	8.8%	-1.7%
NET REVENUES BEFORE DEBT SERVICE	$ 54,905,706	$ 55,689,066	$ 171,789,732	$ 174,039,802	$ (2,250,070)	-1.3%	7.9%
COMBINED NET DEBT SERVICE	$ 19,112,077	$ 19,258,658	$ 57,486,531	$ 57,775,973	$ 289,442	0.5%	6.5%
NET REVENUES AFTER DEBT SERVICE	$ 35,793,629	$ 36,430,409	$ 114,303,200	$ 116,263,829	$ (1,960,628)	-1.7%	8.6%

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 SEPTEMBER 30, 2024 AND YEAR-TO-DATE

	FY 2025 ACTUAL	FY 2025 BUDGET	VARIANCE	FY 25 YEAR-TO-DATE % VARIANCE
Operations	$ 16,428,998	$ 17,758,831	$ 1,329,833	7.5%
Maintenance	1,632,445	1,746,185	113,740	6.5%
Administration	2,624,650	2,928,483	303,833	10.4%
Other Operating	-	247,808	247,808	-
Total O M & A	$ 20,686,093	$ 22,681,307	$ 1,995,214	8.8%
Capital Expenditures				
Operations	$ 400	$ 5,000	$ 4,600	92.0%
Maintenance	-	-	-	0.0%
Administration	6	-	(6)	0.0%
Total Capital Expenditures	$ 406	$ 5,000	$ 4,594	91.9%

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

Central Florida Expressway Authority
Operations - Comparison of Actual to Budget
For the Three Months Ending September 30, 2024

	YTD Actual	YTD Budget	Budget Variance	Variance Percentage
Toll Operations	193,766	203,370	9,604	4.72%
Image Review	2,605,300	2,718,851	113,551	4.18%
Service Strategy	48,662	56,017	7,356	13.13%
Toll Technology	34,375	138,055	103,680	75.10%
Information Technology	2,232,875	2,396,924	164,049	6.84%
E-PASS Service Center	5,225,455	5,478,856	253,401	4.63%
Business Relations	39,768	41,765	1,997	4.78%
Customer Experience	195,608	196,392	785	0.40%
Subtotal CFX	**$10,575,809**	**$11,230,231**	**$654,422**	**5.83%**
Plazas	5,853,589	6,533,599	680,010	10.41%
Subtotal Toll Facilities	**$5,853,589**	**$6,533,599**	**$680,010**	**10.41%**
Total Operations Expenses	**$16,429,398**	**$17,763,831**	**$1,334,432**	**7.51%**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Central Florida Expressway Authority
Maintenance - Comparison of Actual to Budget
For the Three Months Ending September 30, 2024

	YTD Actual	YTD Budget	Budget Variance	Variance Percentage
Maintenance Administration	488,852	543,169	54,317	10.00%
Traffic Operations	303,323	341,449	38,125	11.17%
Routine Maintenance	840,270	861,568	21,298	2.47%
Total Maintenance Expenses	**$1,632,445**	**$1,746,185**	**$113,741**	**6.51%**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Central Florida Expressway Authority
Administration - Actual to Budget by Cost Center
For the Three Months Ending September 30, 2024

	YTD Actual	YTD Budget	Budget Variance	Variance Percentage
General	190,787	212,158	21,371	10.07%
Security	62,512	64,640	2,128	3.29%
525 Magnolia	42,813	43,354	541	1.25%
Administrative Services	674,149	736,740	62,591	8.50%
Engineering	22,951	25,965	3,013	11.61%
Legal	208,497	210,509	2,012	0.96%
Accounting	441,282	489,253	47,971	9.81%
Procurement	180,886	210,500	29,614	14.07%
Contract Compliance	58,589	61,227	2,637	4.31%
Risk Management	212,459	229,490	17,031	7.42%
Records Management	161,719	171,683	9,964	5.80%
Human Resources	72,994	120,708	47,714	39.53%
Business Opportunity	63,060	72,593	9,533	13.13%
Communications	118,349	155,476	37,127	23.88%
Construction Administration	25,486	32,415	6,929	21.37%
Internal Audit	31,740	34,253	2,513	7.34%
Transportation Planning and Policy	56,381	57,519	1,138	1.98%
Grand Total Expenses	**$2,624,656**	**$2,928,483**	**$303,827**	**10.37%**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS
PREVIOUS YEAR BUDGET TO ACTUAL COMPARISON
FOR THE MONTH ENDING SEPTEMBER 30, 2024 AND YEAR-TO-DATE

	FY 25 YEAR-TO-DATE ACTUAL	FY 25 YEAR-TO-DATE BUDGET	FY 25 YEAR-TO-DATE VARIANCE	FY 24 YEAR-TO-DATE ACTUAL	FY 24 YEAR-TO-DATE BUDGET	FY 24 YEAR-TO-DATE VARIANCE	YEAR-TO-DATE VARIANCE COMPARISON
REVENUES							
TOLLS	$ 186,246,850	$ 190,453,594	$ (4,206,744)	$ 173,166,911	$ 172,097,900	$ 1,069,011	$ (5,275,755)
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	1,683,835	1,629,245	54,591	1,619,056	1,240,663	378,393	(323,802)
TRANSPONDER SALES	631,600	486,748	144,852	565,296	605,756	(40,460)	185,312
OTHER OPERATING	509,423	495,533	13,890	501,731	374,825	126,906	(113,016)
INTEREST	3,163,002	3,413,636	(250,634)	4,147,554	2,551,686	1,595,868	(1,846,502)
MISCELLANEOUS	241,114	242,353	(1,238)	244,039	226,222	17,817	(19,055)
TOTAL REVENUES	$ 192,475,825	$ 196,721,109	$ (4,245,284)	$ 180,244,587	$ 177,097,052	$ 3,147,535	$ (7,392,819)
O M & A EXPENSES							
OPERATIONS	$ 16,428,998	$ 17,758,831	$ 1,329,833	$ 16,350,466	$ 17,924,716	$ 1,574,250	$ (244,417)
MAINTENANCE	1,632,445	1,746,185	113,740	2,039,074	2,160,615	121,541	(7,801)
ADMINISTRATION	2,624,650	2,928,483	303,833	2,429,860	2,738,888	309,028	(5,195)
OTHER OPERATING	-	247,808	247,808	224,676	264,458	39,782	208,026
TOTAL O M & A EXPENSES	$ 20,686,093	$ 22,681,307	$ 1,995,214	$ 21,044,076	$ 23,088,677	$ 2,044,601	$ (49,387)
NET REVENUES BEFORE DEBT SERVICE	$ 171,789,732	$ 174,039,802	$ (2,250,070)	$ 159,200,511	$ 154,008,375	$ 5,192,136	$ (7,442,206)
COMBINED NET DEBT SERVICE	$ 57,486,531	$ 57,775,973	$ 289,442	$ 53,960,299	$ 54,368,992	$ (408,693)	$ 698,135
NET REVENUES AFTER DEBT SERVICE	$ 114,303,200	$ 116,263,829	$ (1,960,628)	$ 105,240,212	$ 99,639,383	$ 5,600,829	$ (7,561,457)

The monthly Treasurer's Report is provided as interim information for management's use. It is prepared on a modified cash basis and has not been audited, nor should it be deemed final. For audited financial statements, please see CFX's Annual Comprehensive Financial Reports.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS
PREVIOUS YEAR COMPARISON
FOR THE MONTH ENDING SEPTEMBER 30, 2024 AND YEAR-TO-DATE

	FY 25 MONTH ACTUAL	FY 24 MONTH ACTUAL	FY 24 - 25 SAME MONTH COMPARISON	FY 25 YEAR-TO-DATE ACTUAL	FY 24 YEAR-TO-DATE ACTUAL	FY 24 - 25 YEAR-TO-DATE COMPARISON
REVENUES						
TOLLS	$ 60,733,583	$ 56,732,469	$ 4,001,114	$ 186,246,850	$ 173,166,911	$ 13,079,939
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	796,620	792,942	3,678	1,683,835	1,619,056	64,779
TRANSPONDER SALES	172,257	185,322	(13,065)	631,600	565,296	66,304
OTHER OPERATING	236,827	234,816	2,011	509,423	501,731	7,692
INTEREST	2,083,676	1,596,514	487,162	3,163,002	4,147,554	(984,552)
MISCELLANEOUS	79,858	75,144	4,714	241,114	244,039	(2,925)
TOTAL REVENUES	$ 64,102,821	$ 59,617,207	$ 4,485,614	$ 192,475,825	$ 180,244,587	$ 12,231,238
O M & A EXPENSES						
OPERATIONS	$ 7,536,785	$ 5,883,219	$ 1,653,566	$ 16,428,998	$ 16,350,466	$ 78,532
MAINTENANCE	726,677	1,447,111	(720,434)	1,632,445	2,039,074	(406,629)
ADMINISTRATION	933,652	704,168	229,484	2,624,650	2,429,860	194,790
OTHER OPERATING	-	211,886	(211,886)	-	224,676	(224,676)
TOTAL O M & A EXPENSES	$ 9,197,115	$ 8,246,384	$ 950,731	$ 20,686,093	$ 21,044,076	$ (357,983)
NET REVENUES BEFORE DEBT SERVICE	$ 54,905,706	$ 51,370,823	$ 3,534,883	$ 171,789,732	$ 159,200,511	$ 12,589,221
COMBINED NET DEBT SERVICE	$ 19,112,077	$ 17,851,388	$ 1,260,689	$ 57,486,531	$ 53,960,299	$ 3,526,232
NET REVENUES AFTER DEBT SERVICE	$ 35,793,629	$ 33,519,435	$ 2,274,194	$ 114,303,200	$ 105,240,212	$ 9,062,988

The monthly Treasurer's Report is provided as interim information for management's use. It is prepared on a modified cash basis and has not been audited, nor should it be deemed final. For audited financial statements, please see CFX's Annual Comprehensive Financial Reports.

E.3.

Executive Director's Report

THE EXECUTIVE DIRECTOR'S REPORT WILL BE PROVIDED PRIOR TO THE BOARD MEETING

F.

Regular Agenda Items

F. 1.



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

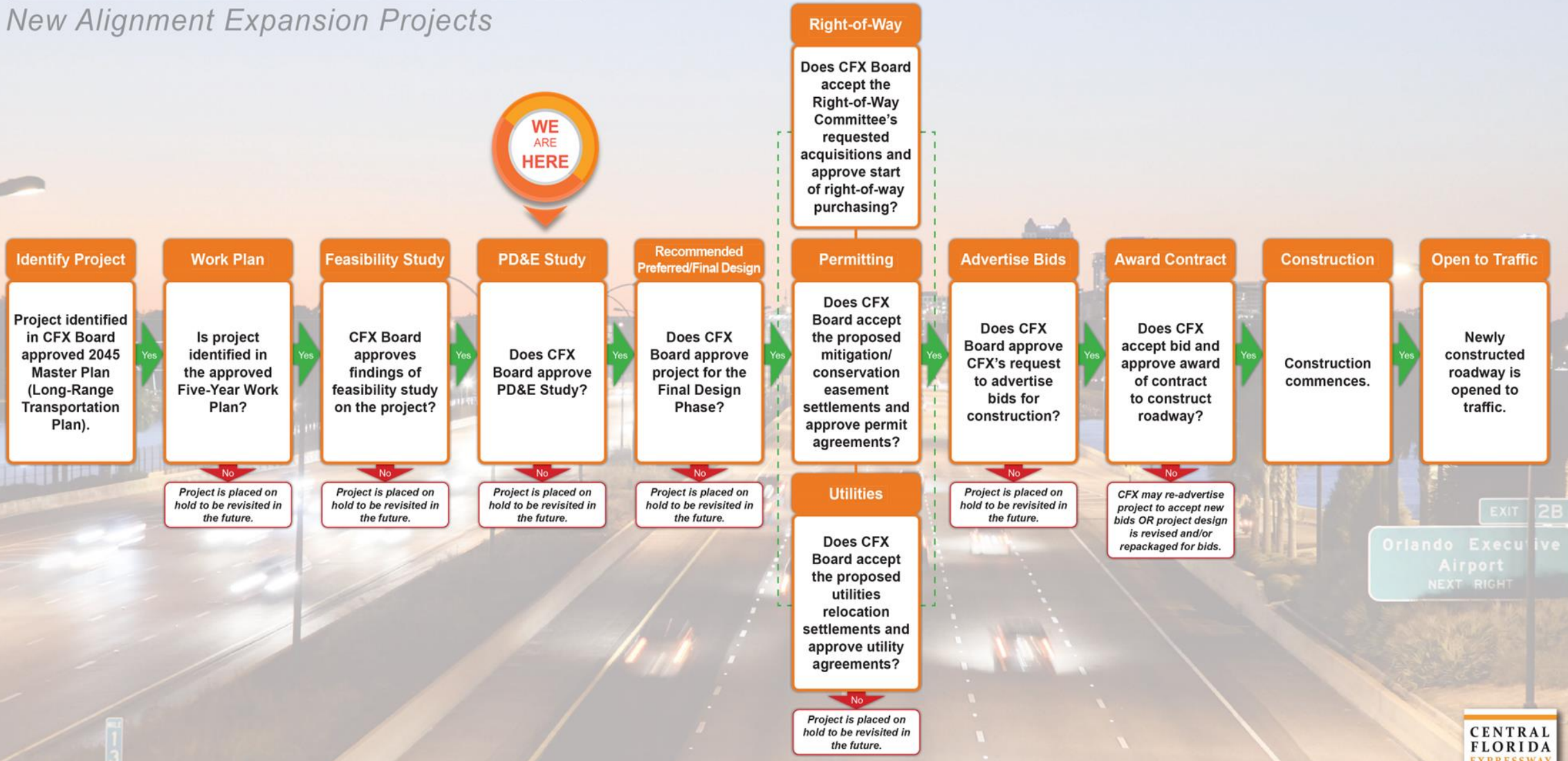
Southport Connector PD&E Update

Will Hawthorne, PE | Director of Transportation Planning & Policy

November 14, 2024

PROJECT DEVELOPMENT PROCESS

New Alignment Expansion Projects



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Meeting Community Challenges

POPULATION



602,095
Polk County:
2010

818,330
Polk County:
2021

438,000
Osceola County:
2024

604,000
Osceola County:
2040



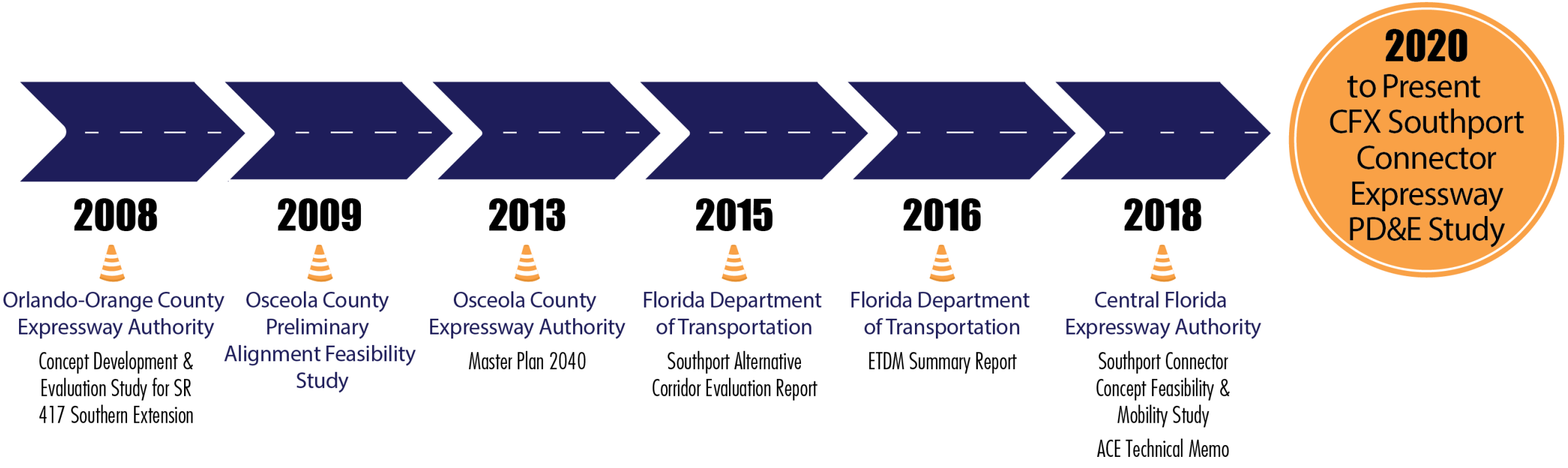
25% INCREASE
OF VEHICLES PER DAY ON CYPRESS PARKWAY FROM 2019 TO 2024



11,000 MORE HOMES
OSCEOLA COUNTY REVIEWING DEVELOPMENT PLANS FOR ADDITIONAL SINGLE FAMILY HOMES IN THE NEXT 5-10 YEARS

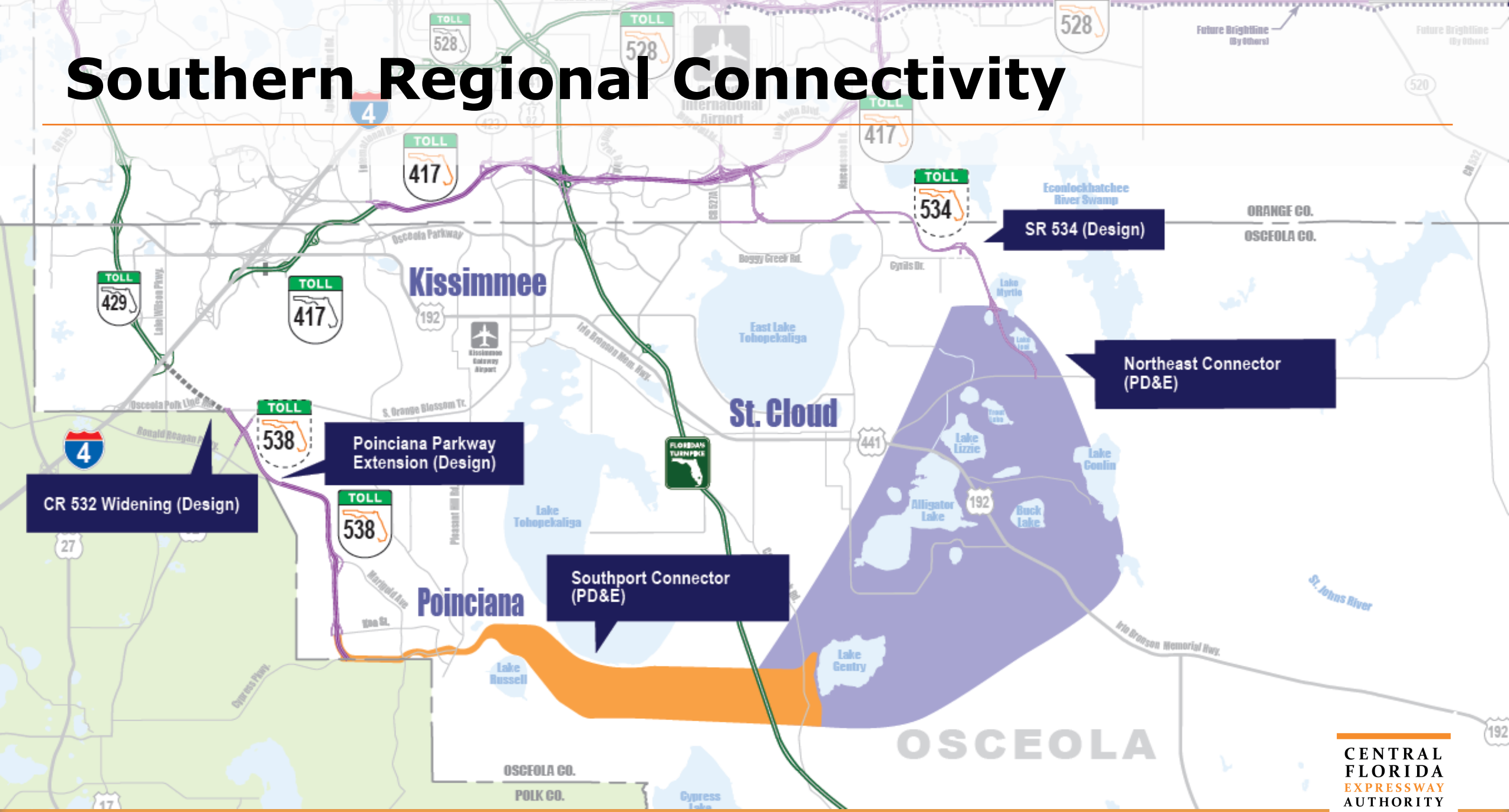
CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Studied for Nearly Two Decades



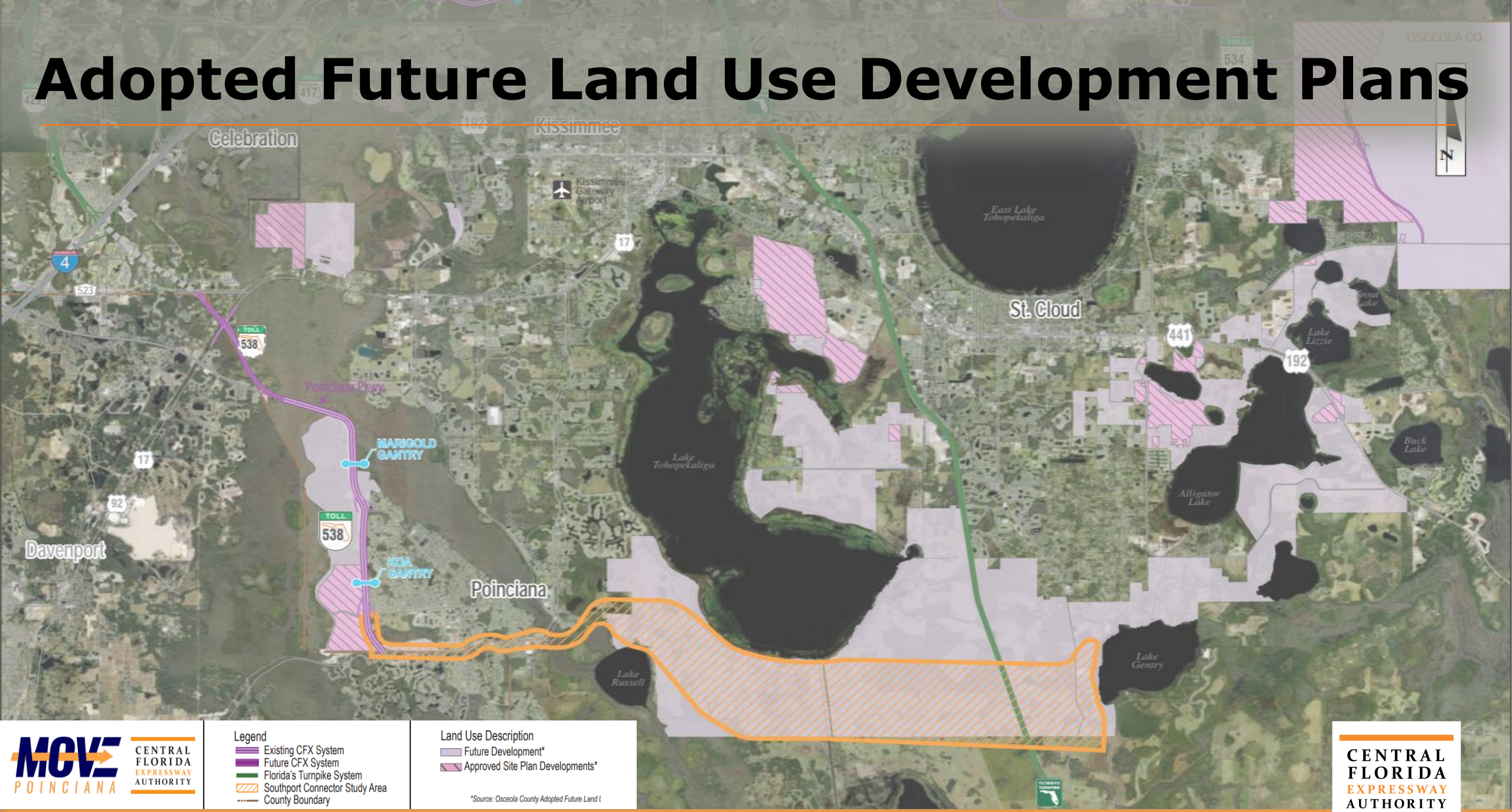
CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Southern Regional Connectivity



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Adopted Future Land Use Development Plans



MOVE POINCIANA

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Legend

- Existing CFX System
- Future CFX System
- Florida's Turnpike System
- Southport Connector Study Area
- County Boundary

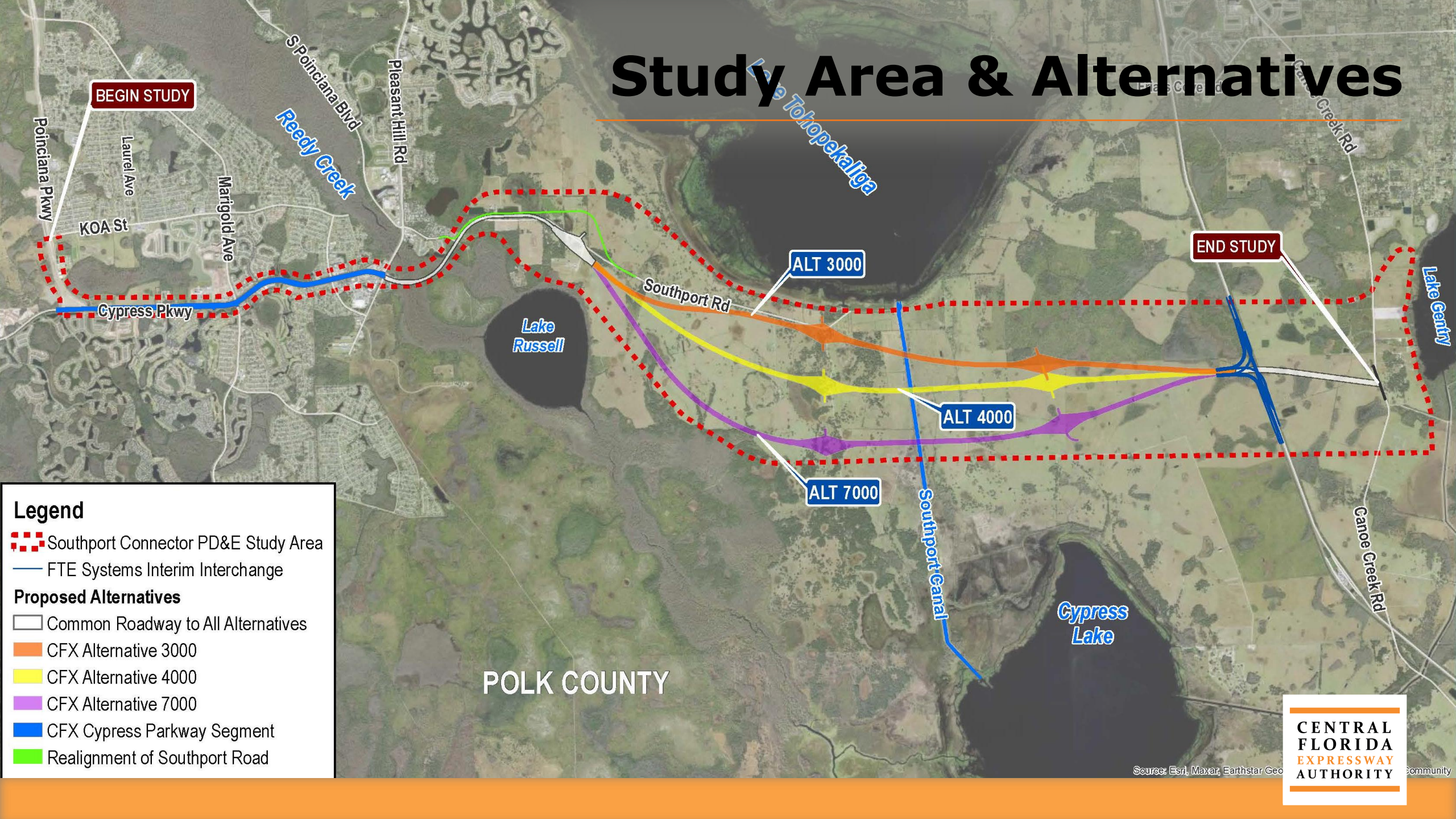
Land Use Description

- Future Development*
- Approved Site Plan Developments*

*Source: Osceola County Adopted Future Land (

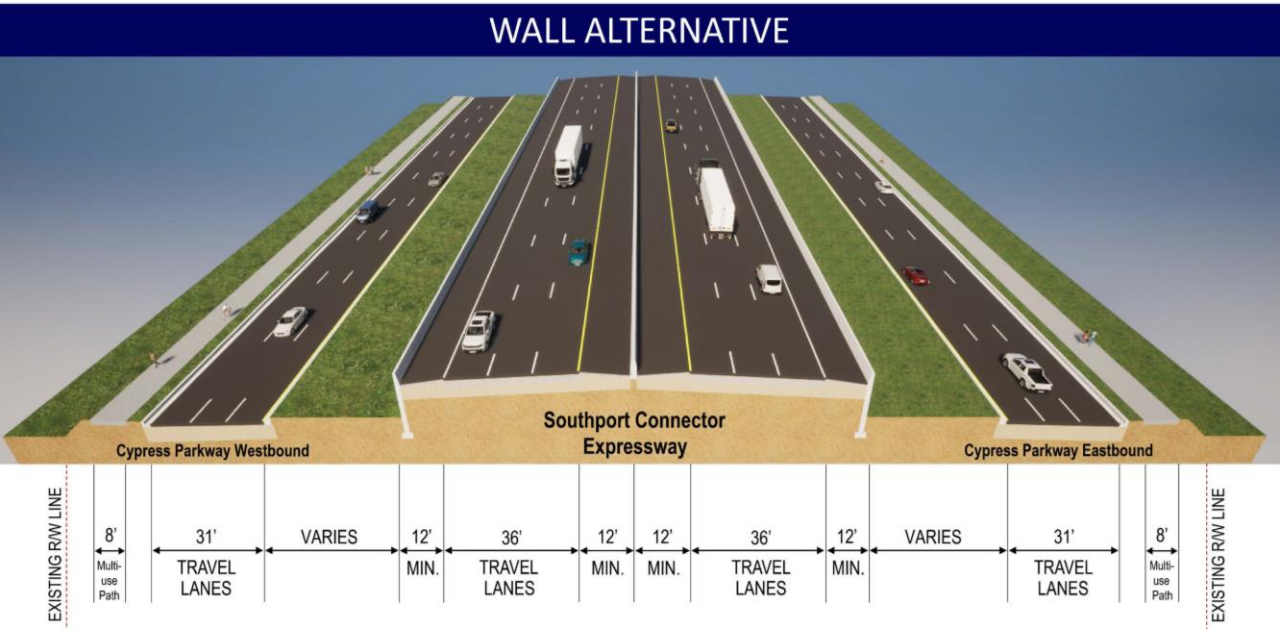
CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Study Area & Alternatives



CENTRAL FLORIDA EXPRESSWAY AUTHORITY





Proposed Connector Alternatives

- Six-lanes on Cypress Pkwy provides 50% more local capacity
- Multi-use trails incorporated into concepts for enhanced safety of pedestrians & cyclists
- Bridge, wall and hybrid alternatives under consideration

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Investment Provides Community Benefit

Social Benefits:

- Reliable Travel Times
- Emergency Response Times
- Enhanced Safety

Economic Benefits:

- Business Recruitment
- Construction Jobs
- Local Economy



CENTRAL FLORIDA EXPRESSWAY AUTHORITY



Enhanced Engagement Opportunities

- Interactive webpage with survey, project renderings, video and virtual meeting room to drive engagement
- Dynamic and measurable strategies to gauge community feedback and interest
- Defined stakeholder engagement plan with community, business & elected leaders in Osceola and Polk counties

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

What's Next: Project Schedule Highlights



*Subject to change

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CENTRAL FLORIDA EXPRESSWAY AUTHORITY



Questions?

F. 2.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY



FY 2024 Financial Statements and Required Auditor Communications

Michael Carlisle | Director of Accounting and Finance

Joel A. Knopp, CPA | Shareholder, MSL CPAs & Advisors

November 14, 2024



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Required Auditor Communications

Fiscal Year Ended June 30, 2024

Presented by:
Joel A. Knopp, CPA
Shareholder

MSL
CPAs & ADVISORS



Audit Overview

MSL

FLORIDA ROOTS. GLOBAL REACH.

Required Communications



- No significant findings or difficulties encountered
- No corrected or uncorrected misstatements noted
- No new accounting standards were implemented
- Management representations were received

Services and Deliverables



- **Auditor's Report on Financial Statements (Pages 1 – 3)**
  - Unmodified Opinion
- **Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters (Pages 54 – 55)**
  - No internal control findings related to financial reporting and no compliance findings

Services and Deliverables *(cont.)*



- **Auditor's Report on Compliance with Bond Covenants (Page 56)**
  - No compliance findings
- **Accountant's Examination Report on Investment Compliance (Page 57)**
  - No compliance findings
- **Management Letter (Pages 58 – 60)**
  - No management letter comments



Financial Highlights

MSL

FLORIDA ROOTS. GLOBAL REACH.

Financial Highlights - Overview

(in thousands)



	Year Ended 6/30/24	Year Ended 6/30/23
Total Assets and Deferred Outflows	$ 7,678,000	$ 7,313,000
Total Liabilities and Deferred Inflows	$ 3,590,000	$ 3,677,000
Total Net Position	$ 4,088,000	$ 3,636,000
Unrestricted Net Position	$ 659,000	$ 739,000
Operating Revenue	$ 720,000	$ 645,000
Operating Expenses	$ 180,000	$ 176,000
Operating Income	$ 541,000	$ 468,000
Change in Net Position	$ 452,000	$ 362,000
% Increase in Operating Revenue	11.8%	5.2%
% Incr (Decr) in Operating Expense	2.1%	13.2%

MSL

Financial Highlights - Balance Sheets

(in thousands)



	2024	2023
Unrestricted Assets	$ 532,000	$ 604,000
Restricted Assets	314,000	316,000
Capital Assets	6,590,000	6,134,000
Deferred Outflows of Resources	242,000	259,000
Total Assets and Deferred Outflows	$ 7,678,000	$ 7,313,000
Revenue Bonds Outstanding	3,140,000	3,255,000
Other Liabilities	441,000	412,000
Deferred Inflows of Resources	9,000	10,000
Total Liabilities and Deferred Inflows	3,590,000	3,677,000
Total Net Position	4,088,000	3,636,000
Total Liabilities, Deferred Inflows, and Net Position	$ 7,678,000	$ 7,313,000

MSL

Financial Highlights - Operation Overview *(in thousands)*



	2024	2023
Operating Revenues	$ 720,000	$ 645,000
Investment and Other Income	33,000	25,000
Total Revenues	753,000	670,000
Operating Expenses	180,000	176,000
Interest Expense	117,000	125,000
Other Expense	4,000	7,000
Total Expenses	301,000	308,000
Change in Net Position	452,000	362,000
Net Position, Beginning of Year	3,636,000	3,274,000
Net Position, End of Year	$ 4,087,000	$ 3,636,000
Debt Service Ratio	3.09	2.72

MSL

Questions or Comments



Recommended Motion

Acceptance of Fiscal Year 2024 Financial Statements.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Financial Statements and Supplementary Information

For Years Ended June 30, 2024 and 2023

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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MSL
Certified Public Accountants

INDEPENDENT AUDITOR'S REPORT

To the Members of the
Central Florida Expressway Authority
Orlando, Florida

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying financial statements of the Central Florida Expressway Authority ("CFX") as of and for the fiscal years ended June 30, 2024 and 2023, and the related notes to the financial statements, which collectively comprise CFX's basic financial statements, as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of CFX as of June 30, 2024 and 2023, and the changes in its financial position and its cash flows for the fiscal years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of CFX, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about CFX's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibility for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of CFX's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about CFX's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, trend data on infrastructure condition information, and pension schedules, as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audits of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

To the Members of the
Central Florida Expressway Authority

Supplementary Information

Our audits were conducted for the purpose of forming an opinion on the financial statements that collectively comprise CFX's basic financial statements. The calculation of composite debt service ratio, as listed in the table of contents, is presented for purposes of additional analysis and is not a required part of the financial statements. This information is the responsibility of management and was derived from, and relates directly to, the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audits of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards,* we have also issued our report dated October 31, 2024, on our consideration of CFX's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering CFX's internal control over financial reporting and compliance.

MSL, P.A.

Certified Public Accountants

Orlando, Florida
October 31, 2024

MANAGEMENT'S DISCUSSION AND ANALYSIS

As financial management of the Central Florida Expressway Authority (CFX), we offer readers of these financial statements this narrative overview and analysis of the financial activities of CFX for the fiscal years ended June 30, 2024 and 2023. This discussion and analysis is designed to assist the reader in focusing on the significant financial issues and activities and to identify any significant changes in financial position. We encourage readers to consider the information presented here in conjunction with the financial statements as a whole.

Financial Highlights

Operating income for CFX was $540,776,000 (an increase of 15%) and $468,460,000 (an increase of 3%) for fiscal years 2024 and 2023, respectively. The increase in operating income in fiscal year 2024 and 2023 is primarily due to increases in toll revenue from higher traffic.

Net income produced an increase in net position of $452,034,000 and $362,173,000 for fiscal years 2024 and 2023, respectively. The term "net position" refers to the difference of assets and deferred outflows less liabilities and deferred inflows. At the close of fiscal year 2024, CFX had a net position of $4,087,832,000, an increase of 12% over fiscal year 2023. At the close of fiscal year 2023, CFX had a net position of $3,635,798,000, an increase of 11% over fiscal year 2022. CFX's overall financial position has improved, as shown by the increase in net position.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to CFX's financial statements, which is comprised of the basic financial statements and the notes to the financial statements, and supplementary information presented. Since CFX is comprised of a single enterprise fund, fund level financial statements are not shown.

Basic financial statements - The basic financial statements are designed to provide readers with a broad overview of CFX's finances, in a manner similar to a private-sector business.

The balance sheets present information on all CFX's assets and deferred outflows and liabilities and deferred inflows, with the difference between them reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial condition of CFX is improving or deteriorating. Net position increases when revenues exceed expenses. Increases to assets without a corresponding increase to liabilities results in increased net position, which indicates an improved financial condition.

The statements of revenues, expenses and changes in net position present information showing how a government's net position changed during the fiscal year. All changes in net position are reported as soon as the underlying event occurs, regardless of timing of related cash flows. Thus, revenues and expenses are reported in these statements for some items that will only result in cash flows in future fiscal periods (e.g., earned but unused vacation leave).

Notes to the financial statements - The notes provide additional information that is essential to a full understanding of the data provided in the basic financial statements.

Other information - In addition to the basic financial statements and accompanying notes, this report also presents certain *supplementary information* concerning CFX's composite debt service ratio, as defined by the bond resolutions, as well as trend data on infrastructure condition and pension schedules.

Financial Analysis

Net position may serve, over time, as a useful indicator of a government's financial position. In the case of CFX, assets and deferred outflows exceeded liabilities and deferred inflows by $4,087,832,000 at the close of the most recent fiscal year. This represents an increase of $452,034,000 (12%) over the previous year, which is attributable to operations. Unrestricted net position decreased from $738,797,000 on June 30, 2023, to $659,400,000 on June 30, 2024, a decrease of $79,397,000 (11%). This decrease was largely due to the increase in CFX's investment in capital assets.

By far, the largest portion of CFX's net position reflects its investment in capital assets (e.g., right-of-way, roads, bridges, buildings, toll equipment, etc.), less any related debt used to acquire those assets that is still outstanding. CFX uses these capital assets to provide service and, consequently, these assets are not available for liquidating liabilities or for other spending.

Of the $6,590,457,000 in capital assets, net of accumulated depreciation, $39,809,000 represents the roadway, toll plaza and equipment on the Goldenrod Road Extension. This project, which opened to traffic in March 2003, was jointly funded by CFX, the Greater Orlando Aviation Authority, the City of Orlando, Orange County, Florida, and private developers, with CFX serving as the lead agency on the project. The Goldenrod Road Extension extends from the previous terminus of Goldenrod Road at Narcoossee Road south to Cargo Road. This facility intersects SR 528 (Martin B. Andersen Beachline Expressway), east of the Orlando International Airport, at a system interchange. Each partner contributing to this project will be repaid through toll revenues generated by this road. After all operational expenses are met and the partners are reimbursed for their contributions, the toll plaza will be demolished, and the roadway will be transferred to the City of Orlando. CFX will retain ownership of the interchange to SR 528 and certain portions of the right-of-way.

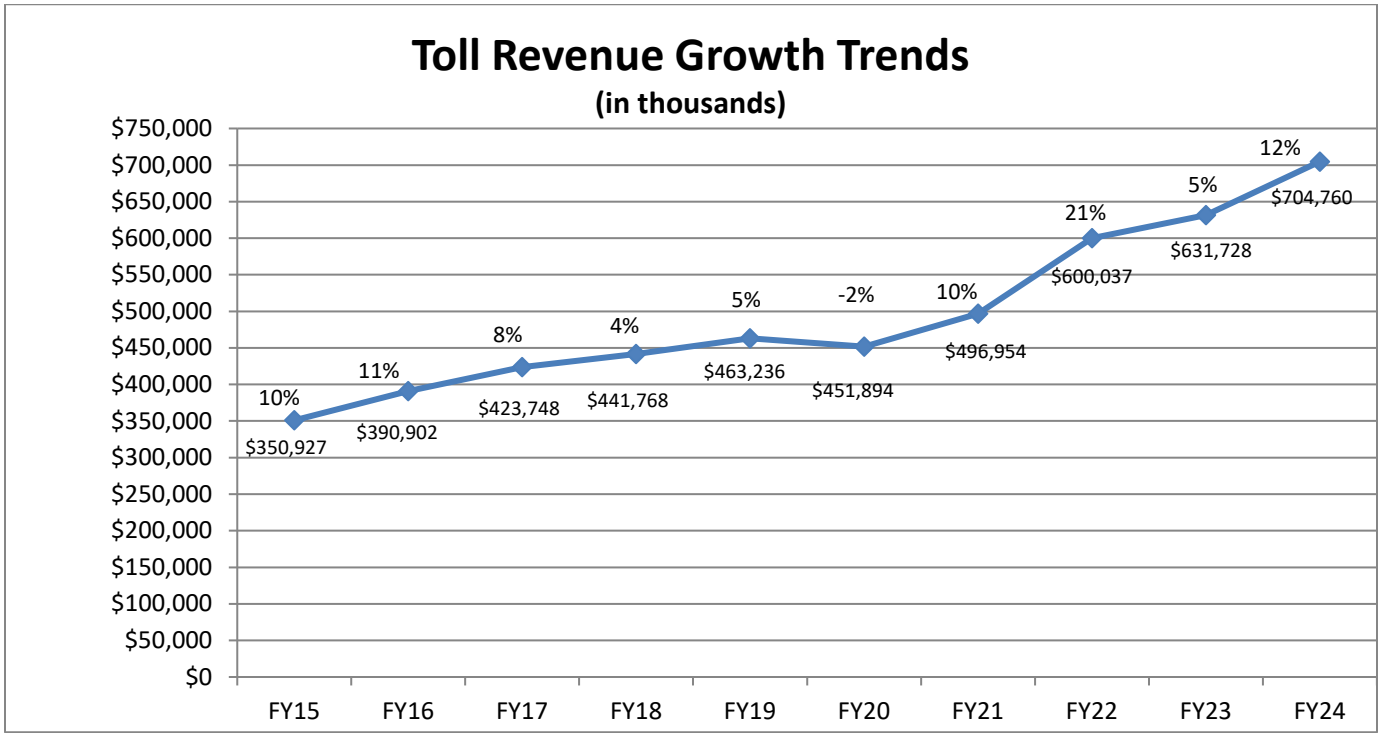
Since the Goldenrod Road Extension is a non-system project, it is accounted for on individual lines in the statements of revenues, expenses and changes in net position, in the non-operating revenues (expenses) section. The toll revenues on this non-system project are not pledged to CFX's bond indebtedness.

Central Florida Expressway Authority's Net Position

	June 30,		
	2024	2023	2022
	(in thousands)		
Current and other assets	$ 690,789	$ 761,926	$ 774,001
Non-current restricted assets	155,717	157,911	318,470
Capital assets	6,590,457	6,134,109	5,674,560
Total assets	7,436,963	7,053,946	6,767,031
Deferred outflows of resources	240,570	259,292	282,303
Total assets and deferred outflows	7,677,533	7,313,238	7,049,334
Current liabilities:			
Payable from unrestricted assets	158,660	130,288	63,118
Payable from restricted assets	158,662	158,134	207,803
Revenue bonds outstanding (net of current portion)	3,043,813	3,161,311	3,279,265
Other long-term liabilities	219,751	217,719	208,923
Total liabilities	3,580,886	3,667,452	3,759,109
Deferred inflows of resources	8,815	9,988	16,600
Total liabilities and deferred inflows	3,589,701	3,677,440	3,775,709
Net position:			
Net investment in capital assets	3,409,907	2,872,312	2,536,055
Restricted	18,525	24,689	33,953
Unrestricted	659,400	738,797	703,617
Total net position	$ 4,087,832	$ 3,635,798	$ 3,273,625

CFX's toll revenues increased 12% and 5% during the fiscal years ended June 30, 2024 and 2023, respectively.

Toll revenue represents approximately 98% of all operating revenues. CFX's toll revenue annual growth rate has averaged 8% over the last 10 years.



Central Florida Expressway Authority's Changes in Net Position

	Years Ended June 30,		
	2024	2023	2022
	(in thousands)		
Revenues:			
Toll revenues	$ 704,760	$ 631,728	$ 600,037
Transponder sales	2,187	2,300	2,123
Other operating revenue	13,647	10,539	10,443
Investment income	30,706	23,411	-
Goldenrod Road Extension - net	1,477	1,815	1,459
Other non-operating revenue	409	316	874
Capital Contribution	-	-	68,855
Total revenues	753,186	670,109	683,791
Expenses:			
Operations	89,821	83,518	76,066
Maintenance	23,953	21,876	19,335
Administrative	13,249	10,852	8,386
Depreciation	24,036	22,848	22,522
Preservation	16,359	24,177	21,465
Other	12,400	12,836	7,822
Interest expense	117,575	124,692	129,036
Loss on Investments	-	-	9,549
Loss on capital assets	3,759	7,137	4,541
Total expenses	301,152	307,936	298,722
Change in net position	452,034	362,173	385,069
Net position, beginning of year	3,635,798	3,273,625	2,888,556
Net position, end of year	$ 4,087,832	$ 3,635,798	$ 3,273,625

CFX's Operations, Maintenance and Administration ("OM&A") expenses for fiscal year 2024 increased 9% from fiscal year 2023 and ended the year 7.6% under budget. CFX came in under budget primarily due to several roadway maintenance and traffic operations programs that came in under budget and unfilled positions.

Transponder sales decreased by 5% between fiscal years 2023 and 2024 due to some market stabilization after some new options were offered in 2023.

Interest income was over $30 million in 2024. This increase of $7 million between fiscal years 2023 and 2024 was largely due to higher interest rates and an increased balance in investments for much of the year.

Other operating revenue consists of various fees that are collected, such as statement fees, and fees received for collecting revenue on behalf of other entities. Other operating revenue increased by 1% between fiscal years 2022 and 2023 and increased by 29% between fiscal years 2023 and 2024. The increase in fiscal year 2023 and 2024 is due to a rise in fees collected from the court system for uniform traffic citations.

Preservation expense includes such items as resurfacing and restriping. The budgeted amounts are based on projected requirements to keep the roadway in good condition and, therefore, the expenses related to preservation can vary significantly from year to year. Preservation expense increased 13% in fiscal year 2023 and then decreased 32% in fiscal year 2024. These ups and downs should be expected as the system matures, and various sections need additional attention.

Other expenses are expenses that were not part of CFX's OM&A budget, but also were not capitalized. These expenses are expected to fluctuate from year to year depending upon the amount spent on non-capitalized projects. Other expenses increased by 64% between fiscal years 2022 and 2023 and then decreased by 3% between fiscal year 2023 and 2024. The increase in 2023 is largely due to additional program support and a rise in new pilot programs and feasibility studies that are not eligible to be capitalized. 2024 although decreasing by 3%, remained fairly stable reflecting a continuation of this rise in program support.

There was a loss of $7.1 million in capital assets in fiscal year 2023 and a loss of $3.8 million in 2024. There have been various bridges, signs and toll plaza lanes removed and/or demolished to make way for road widening, extension and interchange projects over the past few fiscal years. The bulk of the loss in fiscal year 2023 and 2024 was due to 2 bridges that were torn down and some signs that were replaced.

Capital Asset and Debt Administration

Capital Assets - CFX's investment in capital assets amounted to $6,590,457,000 net of accumulated depreciation as of June 30, 2024, an increase of $456,348,000 (7%) over that of June 30, 2023. CFX's investment in capital assets amounted to $6,134,109,000 net of accumulated depreciation as of June 30, 2023, an increase of $459,549,000 (8%) over that of June 30, 2022. Capital assets include right-of-way, roads, bridges, buildings, equipment and furniture. A schedule of the change in CFX's capital assets is in Note 4 of the financial statements.

Major capital asset events during fiscal year 2024 included the following:

- Completion of various widening projects on SR 417.
- Completion of widening project on SR 538 from Cyrpess Parkway to Kinney Harmon Road.
- Design of SR 414 Extension started.
- Construction began on the first section of SR 516.
- Largescale resurfacing project started on SR 429 and SR 414.

Modified Approach for Infrastructure Assets - CFX has elected to use the modified approach for infrastructure reporting. This means that, in lieu of reporting depreciation on infrastructure, CFX reports as preservation expense the costs associated with maintaining the existing roadway in good condition. CFX's policy is to maintain the roadway condition at a Maintenance Rating Program rating of 80 or better. The Florida Department of Transportation ("FDOT") annually inspects CFX's roadways and has determined in fiscal year 2024 that all its roadways exceed this standard. Pursuant to its bond covenants, CFX maintains a renewal and replacement fund for these preservation expenditures. For fiscal year 2023, projected expenses for preservation were $30,101,000 with $24,177,000 being spent. For fiscal year 2024, projected expenses for preservation were $4,557,000 with $16,359,000 being spent. The expenses were lower than projected in 2023 and higher in 2024 due to timing and delayed anticipated start dates on several projects.

Long-term Debt - CFX has outstanding bonds payable of $3,140,248,000 (net of unamortized bond premiums and discounts) as of June 30, 2024.

CFX did not issue any new debt during fiscal year 2024.

The annual requirements to amortize all revenue bonds and revenue refunding bonds outstanding as of June 30, 2024, along with more detailed information on long-term debt activity, can be found in Note 5, Long-Term Debt, which begins on page 33 of the financial statements.

CFX's debt service ratio changed to 3.09 for fiscal year 2024 from 2.72 for fiscal year 2023 and 2.51 in fiscal year 2022. The fiscal year 2024 increase can be attributed to an increase in toll revenue. The fiscal year 2023 increase can be attributed to both an increase in toll revenue and a decrease in debt payments.

CFX has a Lease-Purchase Agreement (LPA) with the FDOT whereby the FDOT is required to reimburse CFX for the maintenance and operation costs associated with certain portions of the roadways and toll plazas on CFX's System. During fiscal years 2012 and 2013, FDOT did not reimburse CFX for the operations portion of their obligation because the Governor of Florida exercised his line-item veto authority to remove that line from the state's budget. During fiscal year 2013, CFX and FDOT amended the LPA under which the FDOT agreed to uphold its obligation for operations and maintenance costs provided CFX agrees to repay those funds to the FDOT within 60 days. CFX plans to repay those funds in accordance with its Master Bond Resolution, which permits such payments provided CFX is able to fund its OM&A budget, debt service requirements, required reserve deposits, and renewal and replacement fund requirements. The FDOT reimbursement is taken into consideration when calculating CFX's debt service ratio.

CFX's bond ratings as of June 30, 2024 are as follows:

	Ratings
Standard & Poor's	A+
Moody's	A1
Fitch	A+

Requests for Information

This financial report is designed to provide a general overview of CFX's finances for all those with an interest in its finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Chief Financial Officer, Central Florida Expressway Authority, 4974 ORL Tower Road, Orlando, FL 32807.

BASIC FINANCIAL STATEMENTS

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
Balance Sheets

Assets and Deferred Outflows of Resources	June 30, 2024	June 30, 2023
	(in thousands)	
Current assets:		
Cash and cash equivalents	$ 222,430	$ 188,939
Investments	154,314	291,234
Accrued interest and accounts receivable	97,506	80,611
Prepaid expenses	4,433	4,005
Due from governmental agencies	40,976	25,393
Lease receivable	842	809
Inventory	3,924	3,094
Total current unrestricted assets	524,425	594,085
Current restricted assets:		
Cash and cash equivalents	158,662	158,134
Total current assets	683,087	752,219
Noncurrent assets:		
Lease receivable	3,720	4,563
Prepaid bond insurance	3,982	4,247
Total noncurrent unrestricted assets	7,702	8,810
Noncurrent restricted assets:		
Cash and cash equivalents	47,759	23,913
Investments	106,750	133,784
Accrued interest receivable and prepaid expenses	1,208	1,111
Total noncurrent restricted assets	155,717	158,808
Total noncurrent assets before capital assets	163,419	167,618
Capital assets not being depreciated:		
Infrastructure	5,445,673	4,991,544
Construction in progress	956,802	949,136
Capital assets - net of accumulated depreciation:		
Property and equipment	187,982	193,429
Total capital assets - net of accumulated depreciation	6,590,457	6,134,109
Total noncurrent assets	6,753,876	6,301,727
Total assets	7,436,963	7,053,946
Deferred outflow of resources	240,570	259,292
Total assets and deferred outflows of resources	$ 7,677,533	$ 7,313,238

See notes to financial statements.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
Balance Sheets (continued)

Liabilities, Deferred Inflows of Resources, and Net Position	June 30, 2024	June 30, 2023
	(in thousands)	
Current liabilities payable from unrestricted assets:		
Accounts payable and accrued liabilities	$ 87,133	$ 72,016
Unearned toll revenue	48,001	36,836
Unearned other revenue	13,039	12,922
Current portion of due to governmental agencies	10,487	8,514
Total current liabilities payable from unrestricted assets	158,660	130,288
Current liabilities payable from restricted assets:		
Accounts payable and accrued liabilities	2,965	2,812
Interest payable	59,262	62,052
Current portion of revenue bonds payable	96,435	93,270
Total current liabilities payable from restricted assets	158,662	158,134
Total current liabilities	317,322	288,422
Noncurrent liabilities:		
Revenue bonds payable - less current portion	3,043,813	3,161,311
Due to governmental agencies - less current portion	206,414	206,737
Net pension liability	13,337	10,982
Total noncurrent liabilities	3,263,564	3,379,030
Total liabilities	3,580,886	3,667,452
Deferred inflow of resources	8,815	9,988
Total liabilities and deferred inflows of resources	3,589,701	3,677,440
Net position:		
Net investment in capital assets	3,409,907	2,872,312
Restricted for:		
Operation, maintenance and administrative reserve	17,553	15,790
Renewal and replacement reserve	972	8,899
Total restricted net position	18,525	24,689
Unrestricted	659,400	738,797
Total net position	4,087,832	3,635,798
Total liabilities, deferred inflows of resources, and net position	$ 7,677,533	$ 7,313,238

See notes to financial statements.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
Statements of Revenues, Expenses and Changes in Net Position

	June 30, 2024	June 30, 2023
	(in thousands)	
Operating revenues:		
Toll revenues	$ 704,760	$ 631,728
Transponder sales	2,187	2,300
Fees and other	13,647	10,539
Total operating revenues	720,594	644,567
Operating expenses:		
Operations	89,821	83,518
Maintenance	23,953	21,876
Administrative	13,249	10,852
Depreciation	24,036	22,848
Preservation	16,359	24,177
Other expenses	12,400	12,836
Total operating expenses	179,818	176,107
Operating income	540,776	468,460
Nonoperating revenues (expenses):		
Investment income (loss)	30,706	23,411
Gain (loss) on capital assets	(3,759)	(7,137)
Other nonoperating	409	316
Goldenrod Road Extension - net	1,477	1,815
Interest expense	(117,575)	(124,692)
Total nonoperating revenues (expenses)	(88,742)	(106,287)
Change in net position	452,034	362,173
Net position at beginning of year	3,635,798	3,273,625
Net position at end of year	$ 4,087,832	$ 3,635,798

See notes to financial statements.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
Statements of Cash Flows

	June 30, 2024	June 30, 2023
	(in thousands)	
Operating activities:		
Receipts from customers and users	$ 716,867	$ 643,430
Payments to suppliers	(159,353)	(161,416)
Payments to employees	(8,609)	(7,903)
Net cash provided by operating activities	548,905	474,111
Capital and related financing activities:		
Capital contributions	-	68,855
Acquisition and construction of capital assets	(469,430)	(484,334)
Proceeds from (payments on) disposal of capital assets	(5)	(6)
Interest paid on revenue bonds	(122,597)	(129,484)
Payment of principal on revenue bonds	(93,270)	(88,980)
Payment of principal on government advances	(301)	(286)
Net cash provided by (used in) capital and related financing activities	(685,603)	(634,235)
Investing activities:		
Purchase of investments	(321,864)	(425,959)
Proceeds from sales and maturities of investments	485,818	492,836
Interest received	30,609	22,379
Net cash provided by (used in) investing activities	194,563	89,256
Net increase (decrease) in cash and cash equivalents	57,865	(70,868)
Cash and cash equivalents at beginning of year	370,986	441,854
Cash and cash equivalents at end of year	$ 428,851	$ 370,986
Cash and cash equivalents - unrestricted	$ 222,430	$ 188,939
Restricted cash and cash equivalents - current	158,662	158,134
Restricted cash and cash equivalents - noncurrent	47,759	23,913
	$ 428,851	$ 370,986

See notes to financial statements.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
Statements of Cash Flows (continued)

	June 30, 2024	June 30, 2023
	(in thousands)	
Reconciliation of operating income to net cash provided by operating activities:		
Income from operations	$ 540,776	$ 468,460
Adjustments to reconcile operating income to net cash provided by operating activities:		
Depreciation	24,036	22,848
Goldenrod Road Extension and other miscellaneous	1,886	2,131
Changes in assets and liabilities:		
Accounts receivable	(16,895)	(17,820)
Due from governmental agencies	(15,583)	(13,406)
Prepaid expenses	(428)	(899)
Lease receivable	810	777
Inventory	(830)	(1,927)
Deferred outflows - pension-related	(74)	(839)
Accounts payable and accrued liabilities	562	(3,080)
Due to governmental agencies	1,951	3,073
Unearned toll revenue	11,165	14,848
Unearned other revenue	117	(296)
Net pension liability	2,355	6,622
Deferred inflows - leases	(872)	(871)
Deferred inflows - pension-related	(71)	(5,510)
Net cash provided by operating activities	$ 548,905	$ 474,111
Noncash investing, capital, and financing activities:		
Increase (decrease) in fair value of investments	$ (5,846)	$ (4,501)

See notes to financial statements.

Note 1 - Organization and Summary of Significant Accounting Policies

Reporting Entity - The Central Florida Expressway Authority (CFX) is an agency of the state, created by the Florida Legislature. On June 20, 2014, the Governor of Florida signed the bill to create CFX, which assumed the governance and control of the former Orlando-Orange County Expressway Authority, including its assets, personnel, contracts, obligations, liabilities, facilities, and tangible and intangible property. CFX is an independent, locally controlled transportation authority responsible for the construction, maintenance, and operation of toll roads in Seminole, Lake, Osceola and Orange Counties, and may also acquire, construct and equip rapid transit, trams and fixed guideways within the rights-of-way of the expressway system. The governing board of CFX is made up of ten members, consisting of: (a) one member each appointed by the respective chairs of the county commissions of Brevard, Lake, Osceola and Seminole Counties; (b) one member of the Orange County Commission appointed by the mayor of Orange County (c) three citizens appointed by the Governor; (d) the Mayor of Orange County; and (d) the Mayor of the City of Orlando. The Florida Turnpike Enterprise Executive Director serves as a non-voting advisor. CFX is authorized to issue revenue bonds to finance portions of the System and to execute the refunding of existing revenue bonds.

For financial reporting purposes, CFX is a stand-alone entity; there are no component units included in the accompanying financial statements, and CFX is not considered a component unit of another entity.

Basis of Accounting - CFX prepares its financial statements on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America for proprietary funds, which are similar to those for private business enterprises. Accordingly, revenues are recorded when earned and expenses are recorded when incurred.

The assets, deferred outflows, liabilities, deferred inflows, and net position of CFX are reported in a self-balancing set of accounts, which include restricted and unrestricted resources, representing funds available for support of CFX's operations. When both restricted and unrestricted resources are available for use, it is CFX's policy to use restricted resources first for their intended purpose, and then unrestricted resources, as they are needed.

Operating Revenues and Expenses - CFX's operating revenues and expenses consist of revenues earned and expenses incurred relating to the operation and maintenance of its System. The Goldenrod Road Extension, which is a project outside the normal course of operations, and all other revenues and expenses are reported as nonoperating revenues and expenses.

Lease-Purchase Agreement - Under the requirements of the Lease-Purchase Agreement between CFX and the FDOT, dated December 23, 1985, as amended and supplemented, CFX is reimbursed by the FDOT for the maintenance costs of SR 528, portions of SR 408, improvements to the Airport Interchange at SR 528 and State Road 436 (Semoran Boulevard), and the cost of operations of the Conway and Pine Hills Plazas. However, the reimbursements received are recorded as advances from the FDOT and are included in due to governmental agencies, since they are to be repaid to the FDOT from future toll revenues after the requirements for retirement of bonds and all other obligations have been met.

Note 1 - Organization and Summary of Significant Accounting Policies *(Continued)*

While CFX's position has been that the FDOT's obligations under the Lease-Purchase Agreement were not subject to appropriation, the Governor vetoed the operations component of the reimbursement for fiscal year 2013. CFX entered into a Memorandum of Agreement with FDOT on February 14, 2013 where it was agreed that commencing in fiscal year 2014 the operations and maintenance payments made by the FDOT will be refunded to the FDOT within sixty days of payment.

Cash and Cash Equivalents - For purposes of the statements of cash flows, demand deposit accounts with commercial banks, and cash invested in commercial money market funds (including restricted assets) are considered cash equivalents. For investments that are held separately from the pools, those which are highly liquid (including restricted assets), with an original maturity of 90 days or less when purchased or so near their maturity that they present insignificant risk of changes in value because of changes in interest rates, are considered to be cash equivalents.

Investments - Investments consist of unrestricted and restricted investments, and are carried at fair value, as determined in an active market.

Accounts Receivable - The accrued interest and accounts receivable primarily consists of amounts billed to individuals via one or more Pay by Plate invoices for tolls not paid at the point of System use. This item also includes interest earned but not paid by the end of the fiscal year or amounts due from individuals or other entities for prepaid items or for services provided. This amount is recorded at the net realizable value; therefore, a provision for doubtful accounts has been made for the estimated amount of uncollectible Pay by Plate invoices based on historical information.

Lease Receivable – CFX recognizes a lease receivable and a deferred inflow of resources at the commencement of the lease term for lease agreements for which CFX is a lessor. The lease receivable is measured at the present value of the lease payments expected to be received during the lease term. The deferred inflow of resources is measured as the value of the lease receivable in addition to any payments received at or before the commencement of the lease term that relate to future periods.

Inventory - Inventory, which consists of E-PASS transponders that will be distributed to customers, is carried at the lower-of-cost or market and is valued using the first-in, first-out (FIFO) method.

Restricted Assets - Restricted assets of CFX represent bond proceeds designated for construction, and other monies required to be restricted for debt service, operations, maintenance, administration, renewal, and replacement.

Deferred Outflows / Inflows of Resources - In addition to assets, CFX reports a separate section for deferred outflows of resources on its balance sheets. Deferred outflows of resources represent a consumption of net assets that applies to future periods and will not be recognized as an outflow of resources (expense) until then. CFX has two items that qualify for reporting as deferred outflows of resources.

Note 1 - Organization and Summary of Significant Accounting Policies *(Continued)*

Deferred Outflows / Inflows of Resources (Continued)

Deferred Outflow on Refunding of Revenue Bonds - The difference between the re-acquisition price and the net carrying amount of refunded bonds is presented on the balance sheets at June 30, 2024 and 2023 as a deferred outflow of resources in the amount of $236,246,000 and $255,043,000, respectively, and is amortized as an adjustment to interest expense on a straight-line basis over the life of the refunded bonds or the life of the refunding bonds, whichever is shorter.

Deferred Outflows Related to Pensions - These deferred outflows of resources are an aggregate of items related to pensions as calculated in accordance with GASB Statement No. 68, *Accounting and Financial Reporting for Pensions*. The deferred outflows related to pensions totaled $4,324,000 and $4,250,000 at June 30, 2024 and 2023, respectively, and will be recognized as either pension expense or a reduction in the net pension liability in future reporting years. Details on the composition of the deferred outflows of resources related to pensions are further discussed in Note 8.

In addition to liabilities, CFX reports a separate section for deferred inflows of resources on its balance sheets. Deferred inflows of resources represent an acquisition of net assets that applies to future periods and will not be recognized as an inflow of resources until then. CFX has three items that qualify for reporting as deferred inflows of resources.

Deferred Inflow on Interest Rate Exchange - During the fiscal year ended June 30, 2007, CFX entered into six mandatory, cash-settled interest rate exchange agreements, the purpose of which was to lock in the interest rate associated with the Series 2007A Bonds. The result of these agreements was an $8,078,000 net payment to CFX on June 28, 2007, which is presented on the balance sheets at June 30, 2024 and 2023 as a deferred inflow of resources in the amount of $4,155,000 and $4,385,000, respectively, and is amortized as an adjustment to interest expense over the life of the bonds.

Deferred Inflows Related to Pensions - These deferred inflows of resources are an aggregate of items related to pensions as calculated in accordance with GASB Statement No. 68, *Accounting and Financial Reporting for Pensions*. The deferred inflows related to pensions at June 30, 2024 and 2023 totaled $375,000 and $4,385,000, respectively, and will be recognized as a reduction to pension expense in future reporting years. Details on the composition of the deferred outflows of resources related to pensions are further discussed in Note 8.

Deferred Inflows for Leases - During the fiscal year ended June 30, 2022, CFX implemented GASB Statement No. 87, *Leases,* and recognized a deferred inflow of resources related to a Fiber Optic Conduit Lease Agreement with Sprint Communications Company, L.P. The deferred inflow related to this lease at June 30, 2024 and 2023 totaled $4,285,000 and $5,157,000, respectively, and is further discussed in Note 6.

Note 1 - Organization and Summary of Significant Accounting Policies *(Continued)*

Capital Assets

Cost Basis - Capital assets are recorded at historical cost with the exception of donated capital assets, which are reported at acquisition value. The cost of property and equipment includes costs for infrastructure assets (right-of-way, highways and bridges substructure, and highways and bridges), toll equipment, buildings, toll facilities, other related costs (including software) and furniture and equipment. Highways and bridges substructure includes road sub-base, grading, land clearing, embankments and other related costs. Costs for infrastructure assets include construction costs, design and engineering fees, administrative and general expenses paid from construction monies, and bond interest expense incurred during the period of construction.

Capitalization Policy - Costs to acquire additional capital assets, and to replace existing assets or otherwise prolong their useful lives, are capitalized for toll equipment, buildings, toll facilities, other related costs, and furniture and equipment. Under CFX's policy of accounting for infrastructure assets pursuant to the "modified approach," property costs represent a historical accumulation of costs expended to acquire rights-of-way and to construct, improve and place in operation the various projects and related facilities. It is CFX's policy to capitalize amounts equal to or in excess of $5,000.

Depreciation Policy - Depreciation of toll equipment, buildings, toll facilities, other related costs, signs, software, and furniture and equipment is computed using the straight-line method with a half-year convention over the estimated useful lives of the assets as follows:

Software	3 years
Furniture and equipment	7 years
Toll equipment	8 years
Signs	20 years
Buildings, toll facilities and other	30 years

Under the modified approach, infrastructure assets are considered to be "indefinite lived" assets; that is, the assets themselves will last indefinitely and are, therefore, not depreciated. Costs related to maintenance, renewal and replacement for these assets are not capitalized, but instead are considered to be period costs and are included in preservation expense.

Construction in Progress - Construction in progress represents costs incurred by CFX for in-process activities designed to expand, replace, or extend useful lives of existing property and equipment.

Retainage Payable - Retainage payable represents amounts billed to CFX by contractors/consultants for which payment is not due pursuant to retained percentage provisions in various contracts until performance is accepted by CFX.

Compensated Absences - Accumulated vacation pay, vested sick pay, and other compensation payable to employees is recorded and included in accounts payable and accrued liabilities. The balance of compensated absences had a net increase of $165,000 from June 30, 2023 to June 30, 2024.

Note 1 - Organization and Summary of Significant Accounting Policies *(Continued)*

Bond Premium, Discount, and Prepaid Bond Insurance Costs - Bond premium, discount, and prepaid bond insurance costs associated with the issuance of bonds are amortized on a straight-line basis over the life of the bonds, which approximates the effective interest method. Bond premiums and discounts are presented as an addition and a reduction, respectively, of the face amount of revenue bonds payable whereas prepaid bond insurance costs are recorded as assets.

Restricted Net Position - Restricted net position is comprised of amounts reserved for operations, maintenance, administrative expenses and renewals and replacements in accordance with bond covenants.

Pensions - In the balance sheets, net pension liability represents CFX's proportionate share of the net pension liability of the cost-sharing pension plans in which it participates. This proportionate amount represents a share of the present value of projected benefit payments to be provided through the cost-sharing pension plan to current active and inactive employees that is attributed to those employees' past periods of service (total pension liability), less the amount of the cost-sharing pension plan's fiduciary net position.

CFX participates in both the Florida Retirement System (FRS) defined benefit pension plan and the Retiree Health Insurance Subsidy Program (HIS) defined benefit pension plan administered by the Florida Division of Retirement (collectively, FRS/HIS).

For purposes of measuring CFX's net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of FRS/HIS and additions to/deductions from FRS/HIS's fiduciary net position have been determined on the same basis as they are reported by FRS/HIS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

Budgets and Budgetary Accounting - CFX abides by the following procedures in establishing budgetary data:

On or before February 1 of each year, CFX completes a review of its financial condition for the purpose of estimating whether the gross revenues, together with series payments, system payments and supplemental payments, if any, for the ensuing fiscal year will be sufficient to provide at least 120% of the annual debt service requirements of the bonds and that gross revenues will be sufficient to pay all other amounts required by the Master Bond Resolution, as amended and restated.

In the event that CFX determines that revenues will not be sufficient to satisfy the above payments, CFX will conduct a study to determine the toll revenue rate increase required to restore the revenue deficiency.

All schedules of toll revenues and revisions thereof are filed with the FDOT.

On or before April 1 of each year, a preliminary budget is prepared for maintenance, operations and administrative expenses for the ensuing fiscal year. The preliminary budget is reviewed by the FDOT and modified, if necessary.

Note 1 - Organization and Summary of Significant Accounting Policies *(Continued)*

Budgets and Budgetary Accounting (Continued)

On or before July 1 of each year, a final budget of maintenance, operations and administrative expenses is adopted subject to approval by the FDOT.

CFX may adopt an amended or supplemental annual budget for the remainder of a fiscal year subject to approval by the FDOT.

Reclassifications - Certain amounts in the 2023 financial statements have been reclassified to conform to the 2024 classifications.

Note 2 - Deposits and Investments

Cash and Cash Equivalents, and Investment Portfolio

Pursuant to Section 218.415, Florida Statutes, CFX has formally adopted a comprehensive investment policy most recently reviewed on August 12, 2021, which establishes permitted investments, asset allocation limits and issuer limits, credit rating requirements and maturity limits to protect CFX's cash and investment assets. CFX maintains a common cash and investment pool for the use of all funds. In addition, cash and investments are separately held by CFX's bond proceeds/construction, debt service, capitalized interest, and debt service reserve funds.

The following chart outlines the types of permitted investments, credit quality risk rating requirements by security type, the maximum concentration of credit risk by percentage of the total portfolio that may be invested in a single issuer and in total by security type and maturity limits prescribed to mitigate interest rate risk exposure:

Permitted Investments

Sector	Sector Maximum (%)	Per Issuer Maximum (%)	Minimum Ratings Requirement[1]	Maximum Maturity	Master Bond Resolution Permitted Investments
U.S. Treasury	100%	100%	N/A	5.50 Years (5.50 Years avg. life[4] for GNMA)	X
GNMA		40%			X
Other U.S. Government Guaranteed (e.g. AID, GTC)		10%			X
Federal Agency/GSE: FNMA, FHLMC, FHLB, FFCB*	75%	40%[3]	N/A	5.50 Years	X
Federal Agency/GSE other than those above		10%			X
Supranationals where U.S. is a shareholder and voting member	25%	10%	Highest ST or Two Highest LT Rating Categories (A-1/P-1, AAA/Aaa, or equivalent)	5.50 Years	
Corporates	50%[2]	5%	Highest ST or Three Highest LT Rating Categories (A-1/P-1, A-/A3 or equivalent)	5.50 Years	
Municipals	25%	5%	Highest ST or Three Highest LT Rating Categories (SP-1/MIG 1, A-/A3, or equivalent)	5.50 Years	X
Agency Mortgage-Backed Securities (MBS)	25%	40%[3]	N/A	5.50 Years Avg. Life[4]	
Asset-Backed Securities (ABS)	25%	5%	Highest ST or LT Rating (A-1+/P-1, AAA/Aaa, or equivalent)	5.50 Years Avg. Life[4]	
Depository Accounts with Qualified Public Depositories	75%	50%	N/A	N/A	X
Non-Negotiable Collateralized Bank Deposits or Savings Accounts	50%	None, if fully collateralized	None, if fully collateralized.	2 Years	X
Commercial Paper (CP)	50%[2]	5%	Highest ST Rating Category (A-1/P-1, or equivalent)	270 Days	X
Bankers' Acceptances (BAs)	10%[2]	5%	Highest ST Rating Category (A-1/P-1, or equivalent)	180 Days	X
Repurchase Agreements (Repo or RP)	40%	20%	Counterparty (or if the counterparty is not rated by an NRSRO, then the counterparty's parent) must be rated in the Highest ST Rating Category (A-1/P-1, or equivalent) If the counterparty is a Federal Reserve Bank, no rating is required	1 Year	X
Money Market Funds (MMFs)	50%	25%	Highest Fund Rating by all NRSROs who rate the fund (AAAm/Aaa-mf, or equivalent)	N/A	X
Fixed-Income Mutual Funds and ETFs	25%	10%	N/A	3 Years	

Sector	Sector Maximum (%)	Per Issuer Maximum (%)	Minimum Ratings Requirement[1]	Maximum Maturity	Master Bond Resolution Permitted Investments
Intergovernmental Pools (LGIPs)	50%	25%	Highest Fund Quality and Volatility Rating Categories by all NRSROs who rate the LGIP, (AAAm/AAAf, S1, or equivalent)	N/A	
Florida Local Government Surplus Funds Trust Funds ("Florida Prime")	25%	N/A	Highest Fund Rating by all NRSROs who rate the fund (AAAm/Aaa-mf, or equivalent)	N/A	X

Notes:

[1] Rating by at least one SEC-registered Nationally Recognized Statistical Rating Organization ("NRSRO"), unless otherwise noted. ST=Short-term; LT=Long-term.

[2] Maximum allocation to all corporate and bank credit instruments is 50% combined.

[3] Maximum exposure to any one Federal agency, including the combined holdings of Agency debt and Agency MBS, is 40%.

[4] The maturity limit for MBS and ABS is based on the expected average life at time of settlement, measured using Bloomberg or other industry standard methods.

* Federal National Mortgage Association (FNMA); Federal Home Loan Mortgage Corporation (FHLMC); Federal Home Loan Bank or its District banks (FHLB); Federal Farm Credit Bank (FFCB).

Additionally, investments in any derivative products or the use of reverse repurchase agreements are specifically prohibited, unless permitted in Section XV of CFX's Investment Policy.

Deposits

On June 30, 2024, the carrying amount of CFX's various deposits accounts was $386,311,380. CFX's cash deposits are held by banks that qualify as public depositories under the Florida Security for Public Deposits Act, as required by Chapter 280, Florida Statutes.

Investments

Concentration of Credit Risk – The following is the percent of any issuer with whom CFX had invested more than 5% of the total portfolio as of June 30, 2024 and 2023:

Issuer	2024	2023
Federal National Mortgage Association	N/A	5.62%
Federal Home Loan Mortgage Corporation	N/A	5.77%
Federal Home Loan Bank	N/A	6.25%

Interest Rate Risk - CFX's Investment Policy states that portfolios shall be managed in such a manner that funds are available to meet reasonably anticipated cash flow requirements in an orderly manner. To the extent possible, an attempt will be made to match investment maturities with known cash needs. Investments of current operating funds shall have maturities of no longer than 24 months. Investments of debt obligation reserves, construction funds and other non-operating funds shall have a term appropriate to the need for funds and in accordance with debt covenants. The purchase of investments for core funds with maturities longer than five and a half (5.5) years requires CFX's approval prior to purchase. However, final maximum maturity for any investment is limited to ten (10) years.

Note 2 - Deposits and Investments *(Continued)*

CFX uses the distribution of maturities to manage interest rate risk. As of June 30, 2024, 22% of CFX's investments had a maturity of less than 6 months, 1% had a maturity of 6 to 12 months, 29% had a maturity of 1 to 2 years, 25% had a maturity of 2 to 3 years, 19% had a maturity of 3 to 4 years, and 4% had a maturity of over 4 years. As of June 30, 2023, 39% of CFX's investments had a maturity of less than 6 months, 18% had a maturity of 6 to 12 months, 16% had a maturity of 1 to 2 years, 21% had a maturity of 2 to 3 years, 3% had a maturity of 3 to 4 years, and 3% had a maturity of over 4 years.

Total distributions of maturities are as follows:

	As of June 30, 2024 (in thousands)					
	Less than 6 months	6 - 12 months	1 - 2 years	2 - 3 years	3+ years	Total
US Treasury Securities	$ 41,683	$ -	$ 54,968	$ 34,095	$ 39,916	$ 170,662
Federal Instruments	-	88	9,540	1,673	3,046	14,347
Corporate Note	-	824	21,810	33,436	1,901	57,971
Commercial Paper	24,070	3,520	-	-	1,524	29,114
Municipal Bond Note	-	-	403	-	-	403
Corp. Asset Backed Sec.	-	-	2,223	8,031	20,853	31,107
Total	$ 65,753	$ 4,432	$ 88,944	$ 77,235	$ 67,240	$ 303,604

	As of June 30, 2023 (in thousands)					
	Less than 6 months	6 - 12 months	1 - 2 years	2 - 3 years	3+ years	Total
US Treasury Securities	$ 43,008	$ 58,131	$ 36,272	$ 51,234	$ -	$ 188,645
Federal Instruments	61,236	-	1,215	9,333	3,224	75,008
Corporate Note	-	6,820	26,984	22,168	1,456	57,428
Commercial Paper	62,133	11,018	-	-	-	73,151
Municipal Bond Note	552	-	260	388	-	1,200
Corp. Asset Backed Sec.	391	494	1,147	5,318	22,236	29,586
Total	$ 167,320	$ 76,463	$ 65,878	$ 88,441	$ 26,916	$ 425,018

Note 2 - Deposits and Investments *(Continued)*

Credit Risk and Fair Value Measurement - Total CFX deposits and investments are as follows:

		Fair Value Measurements Using (in thousands)	
	June 30, 2024	Quoted Prices in Active Markets for Identical Assets or Liabilities (Level 1)	Quoted Prices in Active Markets for Similar Assets or Liabilities (Level 2)
United States Treasury Securities	$ 170,662	$ 170,662	
Commercial Paper	29,114	29,114	
Federal Instrumentalities	14,347	14,347	
Money Market Mutual Funds	165,000	165,000	
Municipal Bond Note	403	403	
Corporate Note	57,971	57,971	
Corporate Asset Backed Securities	31,107	-	$ 31,107
Total investments by fair value measure	468,604	$ 437,497	$ 31,107
Total deposits	221,311		
Total deposits and investments	689,915		
Restricted	313,171		
Unrestricted	$ 376,744		

Note 2 - Deposits and Investments *(Continued)*

	June 30, 2023	Fair Value Measurements Using (in thousands) Quoted Prices in Active Markets for Identical Assets or Liabilities (Level 1)	Quoted Prices in Active Markets for Similar Assets or Liabilities (Level 2)
United States Treasury Securities	$ 188,645	$ 188,645	
Commercial Paper	73,152	73,152	
Federal Instrumentalities	75,008	75,008	
Money Market Mutual Funds	176,309	176,309	
Municipal Bond Note	1,200	1,200	
Corporate Note	57,427	57,427	
Corporate Asset Backed Securities	29,586	-	$ 29,586
Total investments by fair value measure	601,327	$ 571,741	$ 29,586
Total deposits	194,677		
Total deposits and investments	796,004		
Restricted	315,831		
Unrestricted	$ 480,173		

Securities classified in Level 1 of the fair value hierarchy are valued using prices quoted in active markets for identical assets or liabilities. Securities classified in Level 2 of the fair value hierarchy are valued using prices quoted in active markets for similar assets or liabilities.

Federal Instrumentalities are rated “AA+” by Standard & Poor’s. The investments in Municipal Obligations are rated “AAA” and “AA” by Standard & Poor’s. The Corporate Notes Standard & Poor’s credit ratings are “AAA”, “AA+”, “AA”, “AA-”, “A+”, “A”, and “BBB”. The Commercial Paper is rated “A-1+” and “A-1” by Standard & Poor’s. The Florida PRIME and Money Market Mutual Funds are rated “AAAm” by Standard & Poor’s.

Custodial Credit Risk - All CFX depositories are members of the State of Florida collateral pool. The State of Florida collateral pool is a multiple, financial institution collateral pool with the ability to make additional assessments to satisfy the claims of governmental entities if any member institution fails. This ability provides protection, which is similar to depository insurance.

Note 2 - Deposits and Investments *(Continued)*

CFX's Investment Policy requires execution of a third-party custodial safekeeping agreement for all purchased securities and requires that securities be designated as an asset of CFX.

As of June 30, 2024 and 2023, all of CFX's securities were held in a bank's trust/custodial department in CFX's name.

Restricted Cash and Investments - Cash, cash equivalents and investments restricted in accordance with bond provisions and other agreements are as follows:

	June 30,	
	2024	2023
	(in thousands)	
Reserve funds:		
Operations, maintenance and administrative reserve	$ 17,553	$ 15,790
Renewal and replacement reserve	972	8,899
Total reserve funds	18,525	24,689
Bond funds:		
Principal and interest accounts	162,805	164,092
Reserve accounts	131,841	127,050
Total bond funds	294,646	291,142
Total restricted cash, cash equivalents and investments	313,171	315,831
Portion related to cash and cash equivalents	206,421	182,047
Portion related to investments	$ 106,750	$ 133,784

Note 3 - Due From Governmental Agencies

Due from governmental agencies consists of the following:

	June 30, 2024	June 30, 2023
	(in thousands)	
City of Orlando - Tolls Recovered	$ 4	$ -
E-ZPass - E-Zpass Customers' use of E-PASS Roads	2,472	1,966
Florida Department of Transportation - Florida Toll Relief	23,655	10,678
Florida Department of Transportation - Operations and Maintenance Reimbursement	1,542	991
Florida Department of Transportation - SunPass Customers' use of E-PASS Roads	5,932	6,122
Lee County - LeeWay Customers' use of E-PASS Roads	7	6
Orange County - Fines/Fees	600	582
Osceola County - CR 534 Reimbursement	500	-
Osceola County - CR 532 Widening Reimbursement	5,701	4,485
Osceola County - Shingle Creek/Poinciana Ramp Reimbursement	563	563
	$ 40,976	$ 25,393
Less current portion	(40,976)	(25,393)
	$ -	$ -

Note 4 - Capital Assets

Capital assets are summarized as follows (in thousands):

	June 30, 2023	Additions	Reductions	Transfers	June 30, 2024
Infrastructure (non-depreciable):					
Right-of-way	$ 995,989	$ (209)	$ -	$ 96,790	$ 1,092,570
Highways and bridges	3,995,555	3,355	(2,295)	356,488	4,353,103
Total infrastructure (non-depreciable)	4,991,544	3,146	(2,295)	453,278	5,445,673
Construction in progress (non-depreciable):					
Right-of-way	105,260	128,106	-	(96,790)	136,576
Highways and bridges	805,868	317,315	-	(356,488)	766,695
Buildings and toll facilities	1,330	2,931	-	(1,398)	2,863
Toll equipment	1,377	-	-	(836)	541
Furniture, equipment and other	35,301	27,886		(13,060)	50,127
Total construction in progress (non-depreciable)	949,136	476,238	-	(468,572)	956,802
Property and equipment (depreciable):					
Toll equipment	91,720	4,303	(15)	836	96,844
Buildings and toll facilities	170,630	37	-	1,398	172,065
Furniture, equipment and other	140,687	414	(3,364)	13,060	150,797
Total property and equipment (depreciable)	403,037	4,754	(3,379)	15,294	419,706
Less accumulated depreciation for:					
Toll equipment	(44,377)	(8,762)	6	-	(53,133)
Buildings and toll facilities	(92,379)	(5,150)	-	-	(97,529)
Furniture, equipment and other	(72,852)	(10,124)	1,914	-	(81,062)
Total accumulated depreciation	(209,608)	(24,036)	1,920	-	(231,724)
Total property and equipment being depreciated, net	193,429	(19,282)	(1,459)	15,294	187,982
Total capital assets	$ 6,134,109	$ 460,102	$ (3,754)	$ -	$ 6,590,457

Note 4 - Capital Assets *(Continued)*

	June 30, 2022	Additions	Reductions	Transfers	June 30, 2023
Infrastructure (non-depreciable):					
Right-of-way	$ 991,866	$ 73	$ -	$ 4,050	$ 995,989
Highways and bridges	3,979,387	5,673	(6,632)	17,127	3,995,555
Total infrastructure (non-depreciable)	4,971,253	5,746	(6,632)	21,177	4,991,544
Construction in progress (non-depreciable):					
Right-of-way	98,451	10,859	-	(4,050)	105,260
Highways and bridges	389,567	433,429	-	(17,128)	805,868
Buildings and toll facilities	2,709	989	-	(2,368)	1,330
Toll equipment	689	1,923	-	(1,235)	1,377
Furniture, equipment and other	21,942	29,183		(15,824)	35,301
Total construction in progress (non-depreciable)	513,358	476,383	-	(40,605)	949,136
Property and equipment (depreciable):					
Toll equipment	86,400	4,085	-	1,235	91,720
Buildings and toll facilities	168,086	176	-	2,368	170,630
Furniture, equipment and other	122,535	3,138	(811)	15,825	140,687
Total property and equipment (depreciable)	377,021	7,399	(811)	19,428	403,037
Less accumulated depreciation for:					
Toll equipment	(35,931)	(8,446)	-	-	(44,377)
Buildings and toll facilities	(87,239)	(5,140)	-	-	(92,379)
Furniture, equipment and other	(63,902)	(9,262)	312	-	(72,852)
Total accumulated depreciation	(187,072)	(22,848)	312	-	(209,608)
Total property and equipment being depreciated, net	189,949	(15,449)	(499)	19,428	193,429
Total capital assets	$ 5,674,560	$ 466,680	$ (7,131)	$ -	$ 6,134,109

Note 4 - Capital Assets *(Continued)*

Goldenrod Project - On March 24, 1999, CFX signed the Goldenrod Road Extension Development Agreement (the "Agreement") for the extension of Goldenrod Road to SR 528 (the "Extension"). The Agreement is between CFX and other local agencies and governments, including the City of Orlando (the "City"), Greater Orlando Aviation Authority ("GOAA") and Orange County (the "County"). Under the Agreement, each of the parties agreed to contribute a set amount toward construction of the Extension. The contributions made by each party for construction are as follows:

City of Orlando	$ 2,000,000
GOAA	$ 4,500,000
Orange County	$ 1,000,000
CFX	$ 38,822,335

CFX's responsibilities under the Agreement were to acquire, design and construct the right-of-way for the Extension. Construction of the Extension began in January 2001 and opened to traffic in March 2004. Under the terms of the Agreement, toll revenues generated from the Extension will be distributed, first to operating cost, then to repay the contributions to each contributing party.

The construction costs of the roadway, toll plaza and toll equipment are included in CFX's capital assets. These assets will remain the property of CFX until the final payments of all contributions are made. Upon the final repayment of all contributions, ownership of the roadway will revert to the City and the City will be responsible for all future maintenance costs. CFX will retain ownership of the interchange to SR 528 and certain portions of the right-of-way. Since this project is a non-System project, it is reported net in the non-operating section of the statements of revenues, expenses, and changes in net position. The toll revenues generated from the Extension are not pledged to CFX's bond indebtedness.

Note 5 - Long-Term Debt

Revenue Bonds Payable - A summary of changes in revenue bonds payable is as follows (in thousands):

Bonds Payable:	June 30, 2023	Additions	Deletions	June 30, 2024
Series 2013B	22,625	-	(22,625)	-
Series 2016A	146,990	-	(920)	146,070
Series 2016B	615,860	-	(2,220)	613,640
Series 2017	328,510	-	(9,915)	318,595
Series 2018	207,955	-	(4,070)	203,885
Series 2019A	124,015	-	(2,340)	121,675
Series 2019B	423,095	-	(7,740)	415,355
Series 2021	543,875	-	(4,525)	539,350
Series 2021D	198,435	-	-	198,435
Total Bonds Payable	2,611,360	-	(54,355)	2,557,005
Direct Borrowings:				
Series 2012A	23,920	-	(7,475)	16,445
Series 2020A	98,285	-	(1,255)	97,030
Series 2021B	86,355	-	(28,745)	57,610
Series 2021C	51,725	-	(1,440)	50,285
Total Direct Borrowings	260,285	-	(38,915)	221,370
	2,871,645	-	(93,270)	2,778,375
Add unamortized bond premium	382,936	-	(21,063)	361,873
Less current portion of revenue bonds payable	(93,270)	(96,435)	93,270	(96,435)
Revenue bonds payable - net of current portion	$ 3,161,311	$ (96,435)	$ (21,063)	$ 3,043,813

Note 5 - Long-Term Debt *(Continued)*

Bonds Payable:	June 30, 2022	Additions	Deletions	June 30, 2023
Series 2012	$ 25,680	$ -	$ (25,680)	$ -
Series 2013B	44,260	-	(21,635)	22,625
Series 2016A	147,865	-	(875)	146,990
Series 2016B	617,995	-	(2,135)	615,860
Series 2017	337,955	-	(9,445)	328,510
Series 2018	211,830	-	(3,875)	207,955
Series 2019A	126,245	-	(2,230)	124,015
Series 2019B	430,465	-	(7,370)	423,095
Series 2021	548,175	-	(4,300)	543,875
Series 2021D	198,435	-	-	198,435
Total Bonds Payable	2,688,905	-	(77,545)	2,611,360
Direct Borrowings:				
Series 2012A	30,925	-	(7,005)	23,920
Series 2020A	99,515	-	(1,230)	98,285
Series 2021B	88,135	-	(1,780)	86,355
Series 2021C	53,145	-	(1,420)	51,725
Total Direct Borrowings	271,720	-	(11,435)	260,285
	2,960,625	-	(88,980)	2,871,645
Add unamortized bond premium	407,620	-	(24,684)	382,936
Less current portion of revenue bonds payable	(88,980)	(93,270)	88,980	(93,270)
Revenue bonds payable - net of current portion	$ 3,279,265	$ (93,270)	$ (24,684)	$ 3,161,311

In the 2002 legislative session, the Florida Legislature amended Chapter 348, Part V (now Part III of the "Expressway Act") to, among other things, revise and expand the powers of CFX to finance or refinance its projects, including the power to refund bonds previously issued on behalf of CFX by the State of Florida Division of Bond Finance of the State Board of Administration (Division of Bond Finance), through the issuance of its own bonds or other obligations. Consistent with the authority granted in the Expressway Act, CFX adopted an Authority Bond Resolution on July 2, 2002, authorizing the issuance of up to $2,000,000,000 of additional bonds or other indebtedness to finance projects of CFX. Although not required, the first issuance of bonds by CFX under the Authority Bond Resolution was validated by the Circuit Court of the Ninth Judicial Circuit of Florida, in Orange County, Florida, on September 20, 2002.

Note 5 - Long-Term Debt *(Continued)*

On January 28, 2003, the Division of Bond Finance adopted a resolution formally recognizing CFX as the issuer of bonds under that certain Master Junior Lien Bond Resolution pursuant to which the Division of the Bond Finance had previously issued bonds on behalf of CFX. CFX further adopted, on February 3, 2003, an Amended and Restated Master Bond Resolution pursuant to which CFX amended and restated the Authority Bond Resolution and the Master Junior Lien Resolution into a single, consolidated, single-lien resolution to govern the existing outstanding bonds and future bond indebtedness of CFX. All bonds or other obligations issued under the Amended and Restated Master Bond Resolution are payable from, and secured by, a pledge of net revenues from the operation of the System.

As notated in Note 1, on June 20, 2014, the Governor of Florida signed a bill to create CFX, which assumed the governance and control of the former Orlando-Orange County Expressway Authority, including its assets, personnel, contracts, obligations, liabilities, facilities, and tangible and intangible property. Central Florida Expressway Authority assumed all the debt of the former Orlando-Orange County Expressway Authority pursuant to Chapter 2014-171, Public Laws of Florida.

Fixed Rate Debt

The Central Florida Expressway Authority Revenue Bonds, Series 2021D, were originally issued on July 28, 2021 and were outstanding in the aggregate principal amount of $198,435,000 and $198,435,000 on June 30, 2024 and 2023, all of which were serial bonds. The outstanding serial bonds are due in annual installments beginning on July 1, 2026 through July 1, 2035 in amounts ranging from $3,220,000 to $40,675,000, plus interest. The 2021D Bonds are payable from, and secured by, a pledge of net revenues from the operation of the expressway System. Interest on the 20121D Bonds is due and paid semiannually. The purpose of the Series 2021D Bonds was to fund a portion of the Five-Year Work Plan.

The Central Florida Expressway Authority Taxable Refunding Revenue Bond, Series 2021C, was originally issued on June 24, 2021 and was outstanding in the aggregate principal amount of $50,285,000 and $51,725,000 on June 30, 2024 and 2023 respectively. The bond was issued in the form of a bank loan directly with the bondholder, Citizens First Bank. The bond is due in annual installments beginning on July 1, 2024 through July 1, 2025 in amounts ranging from $25,105,000 to $25,180,000 plus interest. Interest on the 2021C Bond is due and paid semiannually. The 2021C Bond is payable from, and secured by, a pledge of net revenues from the operation of the expressway System. The purpose of the Series 2021C Bond was to refund a portion of the Series 2013B Bonds for net present value savings of $2,222,586 which represents $2,253,553 of lower debt service payments over the life of the debt. The deferred outflow on the refunding for accounting purposes was $2,633,478.

Note 5 - Long-Term Debt *(Continued)*

Fixed Rate Debt *(Continued)*

The Central Florida Expressway Authority Taxable Convertible Refunding Revenue Bond, Series 2021B, was originally issued on June 24, 2021 and was outstanding in the aggregate principal amount of $57,610,000 and $86,355,000 on June 30, 2024 and 2023 respectively. The bond was issued in the form of a bank loan directly with the bondholder, Key Government Finance, Inc. The bond is due in annual installments beginning on July 1, 2024 through July 1, 2025 in amounts ranging from $28,790,000 to $28,820,000 plus interest. Interest on the 2021B Bonds is due and paid semiannually. The 2021B Bond is payable from, and secured by, a pledge of net revenues from the operation of the expressway System. The purpose of the Series 2021B Bonds was to refund a portion of the Series 2012 Bonds for net present value savings of $5,638,964, which represents $5,726,048 of lower debt service payments over the life of the debt. The deferred outflow on the refunding for accounting purposes was $8,697,527.

The Central Florida Expressway Authority Refunding Revenue Bonds, Series 2021, were originally issued on April 22, 2021 and were outstanding in the aggregate principal amount of $539,350,000 and $543,875,000 on June 30, 2024 and 2023 respectively, all of which were serial bonds. The outstanding serial bonds are due in annual installments beginning on July 1, 2024 through July 1, 2040 in amounts ranging from $4,320,000 to $62,120,000, plus interest. The 2021 Bonds are payable from, and secured by, a pledge of net revenues from the operation of the expressway System. Interest on the 2021 Bonds is due and paid semiannually. The purpose of the Series 2021 Bonds was to lower the risk profile of CFX's debt by refunding the remaining portions of the Series 2008B variable Bonds and terminate the Swaps associated with them, for net present value savings of $1,193,124, which represents $525,607 of higher debt service payments over the life of the debt.

The Central Florida Expressway Authority Refunding Revenue Bond, Series 2020A, was originally issued on August 18, 2020 and was outstanding in the aggregate principal amount of $97,030,000 and $98,285,000 on June 30, 2024 and 2023 respectively. The bond was issued in the form of a bank loan directly with the bondholder, STI Institutional & Government, Inc. The bond is due in annual installments beginning on July 1, 2024 through July 1, 2032 in amounts ranging from $1,295,000 to $15,480,000 plus interest. The 2020A Bond is payable from, and secured by, a pledge of net revenues from the operation of the expressway System. Interest on the 2020A Bond is due and paid semiannually. The purpose of the Series 2020A Bond was to refund portions of the Series 2010B and 2013C Bonds for net present value savings of $11,219,373, which represents $12,322,473 of lower debt service payments over the life of the debt. The deferred outflow on the refunding for accounting purposes was $1,046,259.

The Central Florida Expressway Authority Revenue Bonds, Series 2019A, were originally issued on December 5, 2019 and were outstanding in the aggregate principal amount of $121,675,000 and $124,015,000 on June 30, 2024 and 2023 respectively, including $58,060,000 of serial bonds and $63,615,000 of term bonds. The outstanding serial bonds are due in annual installments beginning on July 1, 2024 through July 1, 2039 in amounts ranging from $2,460,000 to $5,015,000, plus interest. Two term bonds were issued in the amounts of $28,535,000 and $35,080,000 and mature July 1, 2044 and July 1, 2049, respectively. The 2019A Bonds are payable from, and secured by, a pledge of net revenues from the operation of the expressway System. Interest on the 2019A Bonds is due and paid semiannually. The purpose of the Series 2019A Bonds was to purchase the Poinciana Parkway System from Osceola County.

Note 5 - Long-Term Debt *(Continued)*

Fixed Rate Debt *(Continued)*

The Central Florida Expressway Authority Revenue Bonds, Series 2019B, were originally issued on December 5, 2019 and were outstanding in the aggregate principal amount of $415,355,000 and $423,095,000 on June 30, 2024 and 2023, including $192,240,000 of serial bonds and $223,115,000 of term bonds. The outstanding serial bonds are due in annual installments beginning on July 1, 2024 through July 1, 2039 in amounts ranging from $8,125,000 to $16,895,000, plus interest. Two term bonds were issued in the amounts of $98,015,000 and $125,100,000 and mature July 1, 2044 and July 1, 2049, respectively. The 2019B Bonds are payable from, and secured by, a pledge of net revenues from the operation of the expressway System. Interest on the 2019B Bonds is due and paid semiannually. The purpose of the Series 2019B Bonds was to fund a portion of the Five-Year Work Plan.

The Central Florida Expressway Authority Revenue Bonds, Series 2018, were originally issued on November 29, 2018 and were outstanding in the aggregate principal amount of $203,885,000 and $207,955,000 on June 30, 2024 and 2023 respectively, including $110,390,000 of serial bonds and $93,495,000 of term bonds. The outstanding serial bonds are due in annual installments beginning on July 1, 2024 through July 1, 2040 in amounts ranging from $4,270,000 to $9,325,000, plus interest. Two term bonds were issued in the amounts of $30,865,000 and $62,630,000 and mature July 1, 2043 and July 1, 2048, respectively. The 2018 Bonds are payable from, and secured by, a pledge of net revenues from the operation of the expressway System. Interest on the 2018 Bonds is due and paid semiannually. The purpose of the Series 2018 Bonds was to fund a portion of the Five-Year Work Plan.

The Central Florida Expressway Authority Refunding Revenue Bonds, Series 2017, were originally issued on December 28, 2017 and were outstanding in the aggregate principal amount of $318,595,000 and $328,510,000 on June 30, 2024 and 2023 respectively, including $220,485,000 of serial bonds and $98,110,000 of term bonds. The outstanding serial bonds are due in annual installments beginning on July 1, 2024 through July 1, 2042 in amounts ranging from $875,000 to $56,340,000, plus interest. The term bond is due on July 1, 2041. The 2017 Bonds are payable from, and secured by, a pledge of net revenues from the operation of the expressway System. Interest on the 2017 Bonds is due and paid semiannually. The purpose of the Series 2017 Bonds was to refund all the Series 2007A, 2010A, and 2010C Bonds and a portion of the 2010B Bonds, for net present value savings of $39,795,910, which represents $61,030,269 of lower debt service payments over the life of the debt. The deferred outflow on the refunding for accounting purposes was $26,266,627.

The Central Florida Expressway Authority Refunding Revenue Bonds, Series 2016B, were originally issued on November 2, 2016 and were outstanding in the aggregate principal amount of $613,640,000 and $615,860,000 on June 30, 2024 and 2023 respectively, all of which were serial bonds. The outstanding serial bonds are due in annual installments beginning on July 1, 2024 through July 1, 2040 in amounts ranging from $2,335,000 to $66,520,000, plus interest. The 2016B Bonds are payable from, and secured by, a pledge of net revenues from the operation of the expressway System. Interest on the 2016B Bonds is due and paid semiannually. The purpose of the Series 2016B Bonds was to refund portions of the Series 2007A, 2010A, 2010B and 2010C Bonds for net present value savings of $65,239,436, which represents $92,180,668.91 of lower debt service payments over the life of the debt. The deferred outflow on the refunding for accounting purposes was $75,028,080.

Note 5 - Long-Term Debt *(Continued)*

Fixed Rate Debt *(Continued)*

The Central Florida Expressway Authority Refunding Revenue Bonds, Series 2016A, were originally issued on April 26, 2016 and were outstanding in the aggregate principal amount of $146,070,000 and $146,990,000 on June 30, 2024 and 2023 respectively, all of which were serial bonds. The outstanding serial bonds are due in annual installments beginning on July 1, 2024 through July 1, 2032 and July 1, 2036 through July 1, 2037 in amounts ranging from $965,000 to $28,000,000, plus interest. The 2016A Bonds are payable from, and secured by, a pledge of net revenues from the operation of the expressway System. Interest on the 2016A Bonds is due and paid semiannually. The purpose of the Series 2016A Bonds was to refund a portion of the Series 2007A Bonds for net present value savings of $27,251,546, which represents $40,378,823 of lower debt service payments over the life of the debt. The deferred outflow on the refunding for accounting purposes was $5,296,435.

The Central Florida Expressway Authority Refunding Revenue Bonds, Series 2013B, were originally issued on January 2, 2013 and were outstanding in the aggregate principal amount of $0 and $22,625,000 on June 30, 2024 and 2023, respectively, all of which were serial bonds. There are no outstanding serial bonds installments due. The 2013B Bonds were payable from, and secured by, a pledge of net revenues from the operation of the expressway System. Interest on the 2013B Bonds was due and paid semiannually. The Series 2013B Bonds were issued for the purpose of refunding the Series 2003C2 and 2003C4 Bonds and to fund the termination payments related to the associated swaps. The refunding resulted in a deferred outflow of $42,223,850, most of which was related to the swap termination payments. The difference between the cash flow of the old debt and the cash flow of the new debt was $5,959,376 higher post–refunding, which represents $4,868,985 on a net present value basis. The purpose of this refunding was to lower the risk profile of CFX's debt at an attractive rate.

The Central Florida Expressway Authority General Reserve Fund Obligation Bond, Series 2012A, was originally issued on November 29, 2012 and was outstanding in the aggregate principal amount of $16,445,000 and $23,920,000 on June 30, 2024 and 2023 respectively. The bond was issued in the form of a subordinate bank loan directly with the bondholder, SunTrust Bank. The bond is due in annual installments beginning on July 1, 2024 through July 1, 2025 in amounts ranging from $7,960,000 to $8,485,000, plus interest. The 2012A Bond is payable from, and secured by, a pledge of the general fund, which is junior and subordinate to the net revenues from the operation of the expressway System pledged to senior lien parity bonds. Interest on the 2012A Bond is due and paid semiannually.

Note 5 - Long-Term Debt *(Continued)*

Fixed Rate Debt *(Continued)*

Collectively, the purpose of the Series 2012 and 2012A Bonds was to refund the Series 2003C1 and 2003C3 Bonds and to fund the termination payments on the associated swaps. The refunding resulted in a deferred outflow of $60,159,863, most of which was related to the swap termination payments. The difference between the cash flow of the old debt and the cash flow of the new debt was $7,202,160 higher post–refunding, which represents $4,712,369 on a net present value basis. The purpose of this refunding was to lower the risk profile of CFX's debt at an attractive rate.

The annual requirements to amortize all revenue bonds and revenue refunding bonds outstanding as of June 30, 2024, are summarized as follows (all amounts in thousands). The totals below are net of capitalized interest funds available for debt service.

	Bonds Payable			Direct Borrowings		
	Principal	Interest	Total P&I Due	Principal	Interest	Total P&I Due
2025	33,285	114,926	148,211	63,150	2,442	65,592
2026	48,580	112,880	161,460	63,795	1,786	65,581
2027	104,715	109,047	213,762	10,910	1,370	12,280
2028	108,940	103,706	212,646	11,675	1,196	12,871
2029	113,745	98,145	211,890	12,460	1,010	13,470
2030-2034	640,900	406,205	1,047,105	59,380	1,796	61,176
2035-2039	754,445	245,631	1,000,076	-	-	-
2040-2044	501,750	100,661	602,411	-	-	-
2045-2049	215,670	34,433	250,103	-	-	-
2050-2054	34,975	804	35,779	-	-	-
	$ 2,557,005	$ 1,326,437	$ 3,883,442	$ 221,370	$ 9,601	$ 230,971

Debt Service Reserve Requirements – CFX has purchased surety policies from bond insurers for the outstanding 2013B, 2016A, 2021 and 2021D Bonds. The Series 2016B and Series 2017 Bonds are secured by reserves comprised of a combination of cash and a surety policy. The Series 2018, 2019A, and 2019B Series Bonds are secured by a cash reserve. The 2020A, 2021B and 2021C Bonds are not secured by a reserve. Bond covenants do not require minimum ratings for providers of surety policies.

Defeased Bonds - In June of 2021 CFX utilized proceeds from the issuance of the Series 2021B and 2021C Refunding Bonds to fund an escrow to provide for the payment of principal and interest on the refunded Series 2012 and 2013B Bonds as of their call date of July 1, 2022 and July 1, 2023. The principal for the defeased bonds was fully paid as of June 30, 2023.

Note 5 - Long-Term Debt *(Continued)*

Due to Governmental Agencies

Due to governmental agencies consists of the following (in thousands):

	June 30, 2023	Additions	Deletions	June 30, 2024
Advances from FDOT for construction, operations and maintenance of certain plazas and roadways	$ 991	$ 1,542	$ (991)	$ 1,542
Loans and advances for specific projects	207,036	-	(301)	206,735
Toll revenue due to other state agencies	7,222	205,242	(203,840)	8,624
	215,249	206,784	(205,132)	216,901
Less current portion	(8,514)	(10,487)	8,514	(10,487)
Due to other governments net of current portion	$ 206,735	$196,297	$(196,618)	$ 206,414

The following is a schedule by years of the minimum future payments on the amounts due to governmental agencies (all amounts in thousands):

Year Ending June 30,	Amount
2025	$ 10,487
2026	-
2027	-
2028	-
2029	8,087
Thereafter	198,327
	$ 216,901

Amounts included in “thereafter” are payable based on future events, as described below:

Included in the Loans and Advances for specific projects is $3,510,961 for advances from the Greater Orlando Aviation Authority, the City of Orlando and Orange County for the extension of Goldenrod Road. The extension is a non-System project, and revenues from this project are utilized solely to pay expenses for the extension and to reimburse the funding partners, including CFX, for their original contribution to the project. Also included in Loans and Advances for specific projects is $202,901,038 for a Transportation Infrastructure Finance and Innovation Act (TIFIA) loan from the US Department of Transportation. This loan was secured from qualifying expenses for the acquisition of right-of-way and construction of the Wekiva Parkway. Principal repayments begin in Fiscal Year 2029 and continue through Fiscal Year 2050.

Note 6 - Leases

During fiscal year 2022, CFX adopted Governmental Accounting Standards Board Statement No. 87 – *Leases.* The Statement requires the recognition of certain lease assets, and liabilities for leases that previously were classified as operating leases and recognize them as inflows of resources or outflows of resources based on the payment provisions of the contract.

CFX leases excess capacity of the Fiber Optic Network (FON) to Sprint Communications Company L.P. This is a ten-year lease with two five-year renewal options followed by three three-year renewal options. If CFX terminates this agreement because of licensee's (Sprint's) default, the licensee shall pay CFX, as liquidated damages, an amount equal to the minimum total fees and charges for the remaining agreement term. There is no termination clause for the licensee except by default of CFX. The second three-year renewal was executed at the end of fiscal year 2024.

CFX implemented GASB No. 87 for the year ended June 30, 2022 and recorded $6,900,000 balances for lease receivable and deferred inflows of resources as of July 1, 2021. The lease receivable balance was reduced by $809,000 and $777,000 for fiscal years 2024 and 2023, respectively. Interest income was recognized for $48,000 and $55,000 for fiscal years 2024 and 2023, respectively.

Future minimum lease payments are as follows (all amounts in thousands):

Year Ending June 30,	Principal	Interest
2025	$ 842	$ 41
2026	876	33
2027	911	25
2028	948	17
2029	985	8
	$ 4,562	$ 124

Note 7 - Commitments and Contingencies

Commitments - Outstanding construction and other significant commitments for improvements, maintenance and operation of the System totaled approximately $729,420,000 at June 30, 2024.

Pending Litigation - Various lawsuits and claims arising in the ordinary course of CFX's operations are pending against CFX.

Note 8 - Retirement Plans

Plan Descriptions

Florida Retirement System (FRS) Pension Plan - Most employees of CFX participate in the State of Florida Retirement System (the "FRS"), a multiple-employer, cost-sharing, defined-benefit retirement plan, or defined-contribution retirement plan, administered by the Florida Department of Administration, Division of Retirement. As a general rule, membership in the FRS is compulsory for all employees working in a regular, established position for a state agency, county government, district school board, state university, community college or a participating city or special district within the state of Florida. The FRS provides retirement and disability benefits, annual cost-of-living adjustments and death benefits to plan members and beneficiaries. Employees are classified in either the regular service class or the senior management service class ("SMSC"). The SMSC is for members who fill senior-level management positions. Employees classified as SMSC may opt out of participation in the FRS. Benefits are established by Chapter 121, Florida Statutes, and Chapter 60S, Florida Administrative Code. Amendments to the law can be made only by an act of the Florida Legislature.

Retiree Health Insurance Subsidy (HIS) Program – Employees of CFX also participate in the Retiree Health Insurance Subsidy (HIS) Program, which is a cost-sharing, multiple-employer defined-benefit pension plan established and administered in accordance with Section 112.363, Florida Statutes. The benefit is a monthly payment to assist retirees of the state-administered retirement systems in paying their health insurance costs. Eligible retirees and beneficiaries receive a monthly HIS payment equal to the number of years of service credited at retirement multiplied by $7.5. The minimum payment is $45 and the maximum payment is $225 per month, pursuant to Section 112.363, Florida Statutes. To be eligible to receive a HIS benefit, a retiree under one of the state-administered retirement systems must provide proof of eligible health insurance coverage, which can include Medicare.

Public Employee Optional Retirement Program - Employees may participate in the Public Employee Optional Retirement Program (the "Investment Plan"), a defined-contribution retirement program, in lieu of participation in the defined-benefit retirement plan ("Pension Plan"). If the Investment Plan is elected, active membership in the defined-benefit retirement plan is terminated. Eligible members of the Investment Plan are vested at one year of service and receive a contribution for self-direction in an investment product with a third-party administrator selected by the State Board of Administration. The contribution rates for fiscal year 2024 were 11.3% regular class and 12.67% for senior management class and for fiscal year 2023 were 9.3% for regular class and 10.67% for senior management class.

Note 8 - Retirement Plans *(Continued)*

Benefits Provided – For employees in FRS, benefits are computed on the basis of age, average final compensation and service credit. Regular class and senior management class employees who were enrolled in the FRS prior to July 1, 2011 and retire at or after age 62 with at least six years of credited service, or 30 years of service, regardless of age, are entitled to a retirement benefit payable monthly for life, based on their final average compensation of their five highest fiscal years of pay for each year of credited service. Employees enrolled on or after July 1, 2011 and who retire at or after age 65 with at least eight years of credited service, or 33 years of service, regardless of age, are entitled to a retirement benefit payable monthly for life, as explained above based on their eight highest fiscal years of pay. Using their date of enrollment as a basis, vested employees with less than the minimum years of service may retire before the minimum age and receive reduced retirement benefits. A post-retirement health insurance subsidy is also provided to eligible retired employees through the FRS defined benefit, in accordance with Florida Statutes.

In addition to the above benefits, the FRS administers a Deferred Retirement Option Program ("DROP"). This program allows eligible employees to defer receipt of monthly retirement benefit payments, while continuing employment with an FRS employer for a period not to exceed 60 months after electing to participate. Deferred monthly benefits are held in the FRS Trust Fund and accrue interest.

Contributions - Starting on July 1, 2011, Chapter 2011-68 of the Laws of Florida required members of the FRS not enrolled in DROP to contribute 3% of their salary to their retirement. Governmental employers are required to make contributions to the FRS based on statewide contribution rates. The fiscal year 2024 contribution rate applied to regular employee salaries was 13.57%, including 2.00% for a post-retirement health insurance subsidy ("HIS"). The fiscal year 2023 contribution rate was 11.91%, which included 1.66% for HIS. The fiscal year 2024 contribution rate applied to senior management salaries was 34.52%, including 2.00% HIS. The fiscal year 2023 contribution rate was 31.57%, which included 1.66% for HIS. The fiscal year 2024 contribution rate applied to the salaries of the employees in DROP was 21.13%, including 2.00% for HIS. The fiscal year 2023 contribution rate was 18.60%, which included 1.66% for HIS.

CFX's actual contributions to the FRS for the fiscal years ended June 30, 2024 and 2023 were $1,800,000 and $1,509,000, respectively. Employee contributions were $307,000 and $277,000 for the fiscal years ended June 30, 2024 and 2023, respectively.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

CFX reported a liability of $13,337,000 and $10,982,000, at June 30, 2024 and 2023, respectively, for its proportionate share of the net pension liability of FRS and HIS. The net pension liability as of June 30, 2024 and 2023 was measured as of June 30, 2023 and 2022, respectively, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of those dates. CFX's proportion of the net pension liability was based on CFX's historical employer contributions to the pension plans for fiscal year 2022 and 2023 relative to the historical contributions of all participating employers. At June 30, 2023, CFX's proportion was 0.02384% and 0.02417% for FRS and HIS, respectively, which was an increase of 0.00099% and an increase of 0.00074% from its respective proportion measured as of June 30, 2022.

Note 8 - Retirement Plans *(Continued)*

At June 30, 2022, CFX's proportion was 0.02285% and 0.02343% for FRS and HIS, respectively, which was a increase of 0.00095% and an increase of 0.00137% from its respective proportion measured as of June 30, 2021.

For the year ended June 30, 2024, CFX recognized a total of $3,685,000 pension expense with $2,133,000 and $1,552,000, for FRS and HIS, respectively. For the year ended June 30, 2023, CFX recognized a total of $1,581,000 pension expense with $1,337,000 and $244,000, for FRS and HIS, respectively.

At June 30, 2024, CFX reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources (in thousands):

	FRS	
	Deferred Outflows of Resources	**Deferred Inflows of Resources**
Differences between expected and actual Experience	$ 892	$ -
Changes of assumptions	619	-
Differences between projected and actual earnings on pension plan investments	397	-
Changes in proportion	500	34
CFX contributions subsequent to the measurement date	1,265	-
Total	$ 3,673	$ 34

	HIS	
	Deferred Outflows of Resources	**Deferred Inflows of Resources**
Differences between expected and actual Experience	$ 56	$ 9
Changes of assumptions	101	333
Differences between projected and actual earnings on pension plan investments	2	-
Changes in proportion	282	-
CFX contributions subsequent to the measurement date	210	-
Total	$ 651	$ 342

Note 8 - Retirement Plans *(Continued)*

At June 30, 2023, CFX reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources (in thousands):

	FRS	
	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ 404	$ -
Changes of assumptions	1,047	-
Differences between projected and actual earnings on pension plan investments	561	-
Changes in proportion	402	51
CFX contributions subsequent to the measurement date	1,147	-
Total	$ 3,561	$ 51

	HIS	
	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ 75	$ 11
Changes of assumptions	142	384
Differences between projected and actual earnings on pension plan investments	4	-
Changes in proportion	308	-
CFX contributions subsequent to the measurement date	159	-
Total	$ 688	$ 395

$1,265,000 and $1,147,000 reported as deferred outflows of resources related to pensions resulting from CFX contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ending June 30, 2024 and June 30, 2023 respectively.

Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions as of June 30, 2024 will be recognized in pension expense as follows (in thousands):

Years Ending June 30:	FRS	HIS
2025	$ 509	$ 38
2026	481	38
2027	473	24
2028	441	13
2029	380	(6)
Thereafter	90	(8)

Note 8 - Retirement Plans *(Continued)*

Actuarial Assumptions – The actuarial assumptions that determined the total pension liability as of June 30, 2024 and June 30, 2023, were based on the results of an actuarial experience study for the period July 1, 2017 – June 30, 2022.

Valuation date	July 1, 2022	July 1, 2023
Measurement date	June 30, 2022	June 30, 2023
Inflation	2.40%	2.40%
Salary increases, including inflation	3.25%	3.25%
Mortality	PUB-2010 base table varies by member category and sex, projected generationally with Scale MP-2018	PUB-2010 base table varies by member category and sex, projected generationally with Scale MP-2018
Actuarial Cost Method	Individual Entry Age	Individual Entry Age

The long-term expected rate of return, net of investment expense on pension plan investments was 6.70% and 6.70% as of June 30, 2023 and June 30, 2022 respectively. This rate was determined using a forward-looking capital market economic model. The table below shows the assumptions for each of the asset classes in which the plan was invested at that time based on the long-term target asset allocation. The allocation policy's description of each asset class was used to map the target allocation to the asset classes shown below. Each asset class assumption is based on a consistent set of underlying assumptions and includes an adjustment for the inflation assumption. The expected real rate of return is presented in arithmetic means.

Asset Class	Target Allocation	Annual Arithmetic Return
Cash	1%	3%
Fixed Income	20%	5%
Global equity	54%	9%
Real Estate (property)	10%	8%
Private equity	11%	12%
Strategic investments	4%	6%
Total	100.00%	

Note 8 - Retirement Plans *(Continued)*

Discount Rate – The discount rate used to measure the total pension liability was 6.70% and 6.70% for FRS for June 30, 2023 and June 30, 2022 respectively. The discount rate used to measure the total pension liability was 3.65% and 3.54% for HIS as of June 30, 2023 and June 30, 2022 respectively. For FRS, the plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the discount rate for calculating the total pension liability is equal to the long-term expected rate of return. Because the HIS benefit is essentially funded on a pay-as-you-go basis, the depletion date is considered to be immediate, and the single equivalent discount rate is equal to the municipal bond rate selected by the plan sponsor.

Sensitivity of CFX's Proportionate Share of the Net Pension Liability to Changes in the Discount Rate – The following presents CFX's proportionate share of the net pension liability calculated using the discount rate of 6.70% and 6.70% for FRS for June 30, 2023 and June 30, 2022 respectively. The discount rate of 3.65% and 3.54% was used for HIS for June 30, 2023 and June 30, 2022 respectively. The following also presents what CFX's proportionate share of the net pension liability would be at June 30, 2024 and 2023 if it were calculated using a discount rate that is 1 percentage point lower or 1 percentage point higher than the respective current rate:

	As of June 30, 2024		
	FRS		
	1% Decrease 5.7%	**Current Discount Rate 6.7%**	**1% Increase 7.7%**
CFX's proportionate share of the net pension liability (asset)	$ 16,227,085	$ 9,499,642	$ 3,871,132
	HIS		
	1% Decrease 2.65%	**Current Discount Rate 3.65%**	**1% Increase 4.65%**
CFX's proportionate share of the net pension liability (asset)	$ 4,379,903	$ 3,839,178	$ 3,390,953

	As of June 30, 2023		
	FRS		
	1% Decrease 5.7%	**Current Discount Rate 6.7%**	**1% Increase 7.7%**
CFX's proportionate share of the net pension liability (asset)	$ 14,705,170	$ 8,502,894	$ 3,317,053
	HIS		
	1% Decrease 2.54%	**Current Discount Rate 3.54%**	**1% Increase 4.54%**
CFX's proportionate share of the net pension liability (asset)	$ 2,838,794	$ 2,481,285	$ 2,158,454

Note 8 - Retirement Plans *(Continued)*

Change in Net Pension Liability - The following is a summary of changes in net pension liability (in thousands):

	June 30, 2023	Additions	Deletions	June 30, 2024	Due Within One year
Net pension liability	$ 10,982	$ 6,928	$ 4,573	$ 13,337	$ -

	June 30, 2022	Additions	Deletions	June 30, 2023	Due Within One year
Net pension liability	$ 4,360	$ 10,410	$ 3,788	$ 10,982	$ -

Pension Plan Fiduciary Net Position – Detailed information about FRS and HIS fiduciary net position is available in the separately issued FRS financial report. The latest available report may be obtained by writing to the Department of Management Services, Office of the Secretary, 4050 Esplanade Way, Tallahassee, FL 32399-0950 or from the website: http://www.dms.myflorida.com/workforce_operations/retirement/publications

Note 9 - Risk Management

CFX is subject to various risk exposures including liability from tort, errors and omissions, and employment practices. Additional exposures include damage to property, theft of assets, cyber intrusion, loss of revenue, crime and bond, equipment breakdown, automobile, and injuries to employees.

No claims have exceeded coverage limits in place during 2022, 2023 and 2024 year-to-date.

CFX is covered by commercial insurance policies through which risk is transferred in exchange for annual premium payments.

Note 10 – Subsequent Events

On July 15, 2024, CFX used legally available moneys on hand to defease $40,830,000 and $210,105,000 of Refunding Revenue Bonds, Series 2016A and 2016B.

On August 14, 2024, CFX issued Central Florida Expressway Authority Senior Lien Revenue Series 2024A and 2024B Bonds in the principal amounts of $145,430,000 and $215,605,000. The bonds were issued as new funds with the purpose to fund portions of the Five-Year Work Plan.

Note 10 – Subsequent Events *(Continued)*

Hurricane Milton impacted the Central Florida area October 9 and 10, 2024. On October 7, 2024, Governor Ron DeSantis suspended tolls on all CFX roadways to help with the evacuations occurring around the state. The toll suspension was lifted on October 18, 2024. It is projected that approximately $22,000,000 was lost in toll revenue due to the direct suspension of tolls. CFX had no significant damage to report as a direct result of Hurricane Milton.

REQUIRED SUPPLEMENTARY INFORMATION

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
Trend Data on Infrastructure Condition

CFX elected to use the modified approach to account for maintenance of its infrastructure assets starting in fiscal year 1997. The FDOT annually inspects CFX's roadways. The FDOT utilizes the Maintenance Rating Program (the "MRP") to assess the condition of the System. Copies of the MRP manual may be obtained from the State Maintenance Office, 605 Suwannee Street, Mail Station 52, Tallahassee, FL 32399-0450. The MRP manual provides a uniform evaluation system for maintenance features of the State Highway System. The roadways are rated on a 100-point scale, with 100 meaning that every aspect of the roadway is in new and perfect condition. CFX's System, as a whole, is given an overall rating, indicating the average condition of all roadways operated by CFX. The assessment of condition is made by visual and mechanical tests designed to reveal any condition that would reduce highway-user benefits below the maximum level of service. CFX's policy is to maintain the roadway condition at a MRP rating of 80 or better. The results of the last five completed inspections are as follows:

Evaluation Period Fiscal Year	Rating
2024	92%
2023	92%
2022	92%
2021	93%
2020	91%

The budget-to-actual expenditures for preservation for the past five years are as follows:

Fiscal Year	Budget	Actual
	(in thousands)	
2024	$ 4,557	$ 16,359
2023	30,101	24,177
2022	39,480	21,465
2021	33,064	20,929
2020	51,040	31,002

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
Schedule of CFX's Proportionate Share of the Net Pension Liability

Florida Retirement System (FRS) Defined Benefit Pension Plan
(in thousands)

CFX Fiscal Year Ending June 30,	Plan Sponsor Measurement Date June 30,	CFX's Proportion of the FRS Net Pension Liability	CFX's Proportionate Share of the FRS Net Pension Liability	CFX's Covered Payroll	CFX's Proportionate Share of the FRS Net Pension Liability as a Percentage of Covered Payroll	FRS Plan Fiduciary Net Position as a Percentage of Total Pension Liability
2024	2023	0.0238%	$ 9,500	$ 6,863	138.42%	82.38%
2023	2022	0.0229%	8,503	6,055	140.43%	82.89%
2022	2021	0.0219%	1,655	5,426	30.50%	96.40%
2021	2020	0.0217%	9,396	5,100	184.24%	78.85%
2020	2019	0.0220%	7,608	4,712	161.46%	82.61%
2019	2018	0.0205%	6,180	4,250	145.41%	84.26%
2018	2017	0.0201%	5,958	4,093	145.57%	83.89%
2017	2016	0.0191%	4,812	3,746	128.46%	84.88%
2016	2015	0.0174%	2,249	3,212	70.02%	92.00%
2015	2014	0.0157%	959	2,987	32.11%	96.09%

Retiree Health Insurance Subsidy (HIS) Program Defined Benefit Pension Plan
(in thousands)

CFX Fiscal Year Ending June 30,	Plan Sponsor Measurement Date June 30,	CFX's Proportion of the HIS Net Pension Liability	CFX's Proportionate Share of the HIS Net Pension Liability	CFX's Covered Payroll	CFX's Proportionate Share of the HIS Net Pension Liability as a Percentage of Covered Payroll	HIS Plan Fiduciary Net Position as a Percentage of Total Pension Liability
2024	2023	0.0242%	$ 3,839	$ 9,577	40.09%	4.12%
2023	2022	0.0234%	2,481	8,537	29.06%	4.81%
2022	2021	0.0221%	2,707	7,811	34.66%	3.56%
2021	2020	0.0214%	2,618	7,441	35.18%	3.00%
2020	2019	0.0214%	2,391	7,147	33.45%	2.63%
2019	2018	0.0202%	2,134	6,585	32.41%	2.15%
2018	2017	0.0189%	2,021	6,023	33.55%	1.64%
2017	2016	0.0173%	2,018	5,345	37.75%	0.97%
2016	2015	0.0157%	1,603	4,769	33.61%	0.50%
2015	2014	0.0152%	1,418	4,507	31.46%	0.99%

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
Schedule of CFX Contributions

Florida Retirement System (FRS) Defined Benefit Pension Plan
(in thousands)

Fiscal Year Ending June 30,	FRS Contractually Required Contribution	FRS Contributions in Relation to the Contractually Required Contribution	FRS Contribution Deficiency (Excess)	CFX's Covered Payroll	FRS Contributions as a Percentage of Covered Payroll
2024	$ 1,265	$ 1,265	$ -	$ 6,957	18.18%
2023	1,147	1,147	-	6,863	16.71%
2022	975	975	-	6,055	16.10%
2021	835	835	-	5,426	15.39%
2020	720	720	-	5,100	14.12%
2019	685	685	-	4,712	14.54%
2018	585	585	-	4,250	13.76%
2017	524	524	-	4,093	12.80%
2016	465	465	-	3,746	12.41%
2015	424	424	-	3,212	13.20%

Retiree Health Insurance Subsidy (HIS) Program Defined Benefit Pension Plan
(in thousands)

Fiscal Year Ending June 30,	HIS Contractually Required Contribution	HIS Contributions in Relation to the Contractually Required Contribution	HIS Contribution Deficiency (Excess)	CFX's Covered Payroll	HIS Contributions as a Percentage of Covered Payroll
2024	$ 210	$ 210	$ -	$ 10,582	1.98%
2023	159	159	-	9,577	1.66%
2022	142	142	-	8,537	1.66%
2021	130	130	-	7,811	1.66%
2020	124	124	-	7,441	1.67%
2019	119	119	-	7,147	1.67%
2018	109	109	-	6,585	1.66%
2017	100	100	-	6,023	1.66%
2016	89	89	-	5,345	1.67%
2015	60	60	-	4,769	1.26%

OTHER SUPPLEMENTARY INFORMATION

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
Calculation of the Composite Debt Service Ratio, as Defined by the Bond Resolutions and Related Documents

	Years Ended June 30,	
	2024	**2023**
	(in thousands)	
Schedule 1		
Revenues:		
Tolls	$ 704,760	$ 631,728
Fees tied to revenue collection	9,803	8,261
Transponder sales	2,187	2,300
Other operating	2,862	1,338
Interest	17,083	13,192
Miscellaneous	983	931
Total revenues	737,678	657,750
Expenses:		
Operations	89,821	83,518
Maintenance	23,953	21,876
Administration	13,249	10,852
Other operating	3,147	3,436
Total expenses	130,170	119,682
Add deposits into OMA reserve	1,763	2,145
Less advances allowable for operations and maintenance expenses received from FDOT	(8,003)	(7,307)
Net expenses	123,930	114,520
Net revenues, as defined, inclusive of advances received from the FDOT	$ 613,748	$ 543,230
Senior lien debt service payments	$ 198,743	$ 199,991
Senior lien debt service ratio of net revenues to debt service payments	3.09	2.72
Subordinate Payments	$ 10,660	$ 11,695
Subordinate Debt Service Ratio*	2.93	2.57

*These calculations are done according to the Master Subordinate Lien Resolution.

Note: Revenues and expenses are presented on this schedule on the accrual basis in accordance with accounting principles generally accepted in the United States of America. Certain amounts included on the statement of revenues, expenses, and changes in net position are not part of net revenues, as defined, and are, therefore, excluded from this schedule.

REPORTS ON COMPLIANCE AND INTERNAL CONTROL

MSL
Certified Public Accountants

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Members of the
Central Florida Expressway Authority
Orlando, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the basic financial statements, as listed in the table of contents, of the Central Florida Expressway Authority ("CFX") as of and for the fiscal year ended June 30, 2024, and have issued our report thereon dated October 31, 2024.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered CFX's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of CFX's internal control. Accordingly, we do not express an opinion on the effectiveness of CFX's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

To the Members of the
Central Florida Expressway Authority

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether CFX's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Pursuant to provisions of Chapter 10.550, *Rules of the Auditor General,* we reported certain matters to management in a separate management letter and Independent Accountant's Report dated October 31, 2024.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of CFX's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering CFX's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

MSL, P.A.
Certified Public Accountants

Orlando, Florida
October 31, 2024

MSL
Certified Public Accountants

INDEPENDENT AUDITOR'S REPORT
ON COMPLIANCE WITH BOND COVENANTS

To the Members of the
Central Florida Expressway Authority
Orlando, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the basic financial statements, as listed in the table of contents, of the Central Florida Expressway Authority ("CFX") as of and for the year ended June 30, 2024, and have issued our report thereon dated October 31, 2024.

In connection with our audit, nothing came to our attention that caused us to believe that CFX failed to comply with the terms, covenants, provisions, or conditions of Sections 5.2, 5.5 to 5.7, 5.9, 5.10, 5.12, and 5.17, inclusive of the Amended and Restated Master Bond Resolution dated February 3, 2003, insofar as they relate to accounting matters. However, our audit was not directed primarily toward obtaining knowledge of such noncompliance. Accordingly, had we performed additional procedures, other matters may have come to our attention regarding CFX's noncompliance with the above-referenced terms, covenants, provisions, or conditions of the Amended and Restated Master Bond Resolution, insofar as they relate to accounting matters.

This report is intended solely for the information and use of CFX members, management, and the bondholders and is not intended to be, and should not be, used by anyone other than these specified parties.

MSL, P.A.
Certified Public Accountants

Orlando, Florida
October 31, 2024

MSL
Certified Public Accountants

INDEPENDENT ACCOUNTANT'S REPORT

To the Members of the
Central Florida Expressway Authority
Orlando, Florida

We have examined the compliance of the Central Florida Expressway Authority ("CFX") with the requirements of Section 218.415, Florida Statutes, during the fiscal year ended June 30, 2024. CFX's management is responsible for CFX's compliance with those requirements. Our responsibility is to express an opinion on CFX's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the AICPA. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether CFX complied with the aforementioned requirements in all material respects. An examination involves performing procedures to obtain evidence about CFX's compliance with those requirements, in all material respects. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material misstatement of CFX's compliance with those requirements, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

We are required to be independent and to meet our ethical responsibilities in accordance with relevant ethical requirements relating to the examination engagement. Our examination does not provide a legal determination on CFX's compliance with the specified requirements.

In our opinion, CFX complied with the aforementioned requirements for the fiscal year ended June 30, 2024, in all material respects.

MSL, P.A.
Certified Public Accountants

Orlando, Florida
October 31, 2024



MANAGEMENT LETTER

To the Members of the
Central Florida Expressway Authority
Orlando, Florida

Report on the Financial Statements

We have audited the financial statements of Central Florida Expressway Authority ("CFX") as of and for the fiscal year ended June 30, 2024, and have issued our report thereon dated October 31, 2024.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States of America; and Chapter 10.550, *Rules of the Auditor General.*

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Governmental Auditing Standards;* Independent Auditor's Report on Compliance with Bond Covenants; and Independent Accountant's Report on an examination conducted in accordance with AICPA *Professional Standards,* AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, *Rules of the Auditor General.* Disclosures in those reports, which are dated October 31, 2024, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., *Rules of the Auditor General,* requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. There were no findings or recommendations made in the preceding annual financial report.

Official Title and Legal Authority

Section 10.554(1)(i)4., *Rules of the Auditor General,* requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The legal authority is disclosed in the notes to the financial statements.

Financial Condition

Sections 10.554(1)(i)5.a. and 10.556(7), *Rules of the Auditor General,* require us to apply appropriate procedures and report the results of our determination as to whether or not CFX has met one or more of the conditions described in Section 218.503(1), *Florida Statutes,* and identification of the specific condition(s) met. In connection with our audit, we determined that CFX did not meet any of the conditions described in Section 218.503(1), *Florida Statutes.*

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), *Rules of the Auditor General,* we applied financial condition assessment procedures for CFX. It is management's responsibility to monitor CFX's financial condition, and our financial condition assessment was based, in part, on representations made by management and the review of financial information provided by same.

Section 10.554(1)(i)2., *Rules of the Auditor General,* requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Special District Component Units

Section 10.554(1)(i)5.c., *Rules of the Auditor General,* requires that we determine whether or not a special district that is a component unit of a county, municipality, or special district, provided the financial information necessary for proper reporting of the component unit, within the audited financial statements of the county, municipality, or special district in accordance with Section 218.39(3)(b), *Florida Statutes.* There were no special district component units that were required to provide financial information to CFX for the fiscal year ended June 30, 2024.

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)6, *Rules of the Auditor General,* CFX reported:

1) The total number of CFX employees compensated in the last pay period of CFX's fiscal year as 102.

2) The total number of independent contractors to whom nonemployee compensation was paid in the last month of the CFX's fiscal year as zero.

3) All compensation earned by or awarded to employees, whether paid or accrued, regardless of contingency as $10,633,677.

4) All compensation earned by or awarded to nonemployee independent contractors, whether paid or accrued, regardless of contingency as $0.

5) Each construction project with a total cost of at least $65,000 approved by CFX that is scheduled to begin on or after October 1 of the fiscal year being reported, together with the total expenditures for such project as:

i.	SR 528 Airport Signage Updates	$349,354
ii.	SR 528 Guide Sign Replacement Boggy Creek to SR436	$ 75,848
iii.	Systemwide Water Body Protection Improvements	$110,222
iv.	Systemwide Guardrail Protection Improvements	$381,079
v.	FHP Desk Trooper Program	$533,050
vi.	Systemwide Ramp AET Signing & Pavement Markers	$253,783
vii.	Systemwide Misc Toll Signage Update FY25	$ 73,544
viii.	Systemwide Landscape Assessment	$159,882

Special District Component Units *(Continued)*

6) A budget variance based on the budget adopted under Section 189.016(4), Florida Statutes, before the beginning of the fiscal year being reported if CFX amends a final adopted budget under Section 189.016(6), Florida Statutes as $0.

Additional Matters

Section 10.554(1)(i)3., *Rules of the Auditor General,* requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, federal and other granting agencies, the members of CFX's Board, and applicable management, and is not intended to be, and should not be, used by anyone other than these specified parties.

MSL, P.A.

Certified Public Accountants

Orlando, Florida
October 31, 2024