AGENDA
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BOARD MEETING
June 12, 2025
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 MEETING MINUTES (action item)

1. April 10, 2025 Board Meeting Minutes
2. April 10, 2025 Board Workshop Minutes

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. **BUDGET - FY 2026 THROUGH FY 2030 FIVE-YEAR WORK PLAN / FY 2026 OPERATIONS, MAINTENANCE & ADMINISTRATIVE –** *Lisa Lumbard, Chief Financial Officer and Glenn Pressimone, Chief of Infrastructure* (action item)

2. **FLORIDA HIGHWAY PATROL DESK TROOPER PILOT PROGRAM –** *Bryan Homayouni, Director of ITS and Lt. Colonel Mark Brown, Deputy Director of Support Operations, Florida Highway Patrol* (info item)

(CONTINUED ON NEXT PAGE)

3. **SR 417 SANFORD AIRPORT CONNECTOR PROJECT DEVELOPMENT & ENVIRONMENT (PD&E) STUDY UPDATE –** *Will Hawthorne, Director of Transportation Planning and Policy and Amanda Ashby, Acting Project Manager, Ardurra Group, Inc.* (info item)

4. **PUBLIC ENGAGEMENT/OUTREACH UPDATE** – *Racquel Asa, Senior Director of External Affairs* (info item)

G. BOARD MEMBER COMMENT

H. ADJOURNMENT

This meeting is open to the public.

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

Persons who require translation services, which are provided at no cost, should contact CFX at (407) 690-5000 x5316 or by email at Malaya.Bryan@CFXway.com at least three (3) business days prior to the event.

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

C.

APPROVAL OF BOARD MEETING MINUTES

1.

MINUTES
BOARD MEETING
April 10, 2025

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 9:00 a.m. by Chairman Maier.

Board Members Present:
Christopher "C.J." Maier, Gubernatorial Appointment (Chairman)
Mayor Buddy Dyer, City of Orlando (Vice Chairman)
Commissioner Andria Herr, Seminole County (Treasurer)
Commissioner Katie Delaney, Brevard County
Mayor Jerry Demings, Orange County
Commissioner Sean Parks, Lake County
Rafael "Ralph" Martinez, Gubernatorial Appointment
Rick Pullum, Gubernatorial Appointment

Board Members Not Present:
Commissioner Brandon Arrington, Osceola County
Commissioner Christine Moore, Orange County

Staff Present at Dais:
Michelle Maikisch, Executive Director
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 FEBRUARY 13, 2025 BOARD MEETING MINUTES

A motion was made by Mayor Dyer and seconded by Commissioner Herr to approve the February 13, 2025 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, Mayor Demings and Commissioner Moore 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 417-149	Sacyr Construccion SA, Inc.	$ 341,303.17
Project 417-150	Sacyr Construccion SA, Inc.	$ 140,402.92
Project 429-154	The Middlesex Corporation	$ 845,326.28
Project 429-715	SICE, Inc.	$ 38,052.33
Project 599-407	D3Energy, LLC	$ 95,249.20
Project 599-646/A	SICE, Inc.	($ 289,688.18)
Project 599-669	Chinchor Electric, Inc.	$ 78,451.73

2. Approval of Payment to Prince Contracting, LLC for Material Price Index Adjustments for SR 417 Widening from John Young Parkway to Landstar Boulevard, Project No. 417-142 (Agreement Value: $3,087,863.68)

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

4. Approval of Contract Award to WSB LLC for Construction Engineering and Inspection (CEI) Services for SR 528 Widening from Goldenrod Road to Narcoossee Road, Project No. 528-168, Contract No. 002110 (Agreement Value: $5,000,000.00)

5. Approval of Contract Awards to Ardaman & Associates, Inc. and Terracon Consultants, Inc. for Systemwide Materials Testing and Geotechnical Services, Contract Nos. 002188 & 002189 (Agreement Value: $3,000,000.00 each)

6. Approval of Contract Award to AUM Construction Inc. for Systemwide All Electronic Tolling Mainline Signing, Project No. 599-671, Contract No. 002199 (Agreement Value: $2,971,090.00)

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ENGINEERING

7. Approval of Supplemental Agreement No. 4 with Volkert, Inc. for Professional Engineering Consultant Services for the Project Development and Environment (PD&E) Study of the Southport Connector Project, Project No. 599-233, Contract No. 001632 (Agreement Value: $538,422.45)

8. Approval of Supplemental Agreement No. 5 with TLP Engineering Consultants, Inc. for Design Services for SR 408 Tampa Avenue Interchange, Project No. 408-315, Contract No. 001617 (Agreement Value: $631,185.07)

9. Approval of Contract Award to TLP Engineering Consultants, Inc. for Design Consultant Services for SR 408 Capacity Improvements from Kirkman Road to East of Church Street, Project No. 408-174, Contract No. 002115 (Agreement Value: $11,289,000.00)

10. Approval of Contract Award to Pegasus Engineering, LLC for Design Consultant Services for SR 528 Farm Access Road 2 Bridge Removal - SSBE, Project No. 528-184, Contract No. 002153 (Agreement Value: $1,595,000.00)

INTERNAL AUDIT

11. Acceptance of Internal Audit Reports:
    a. Fiscal Year 2025 Procurement and Contract Billing Audit
    b. Fiscal Year 2025 Department of Highway Safety and Motor Vehicles (DHSMV) Data Security Assessment
    c. Fiscal Year 2025 Driver and Vehicle Information Database Data Security Assessment
    d. Fiscal Year 2025 Payment Card Industry Assessment (PCI) with Report on Compliance

LEGAL

12. Approval of Agreement with Pinel & Carpenter, Inc. for Appraisal Services, Contract No. 002195 (Agreement Value: $1,000,000.00)

13. Approval of Agreement with Durrance & Associates, P.A. for Appraisal Services, Contract No. 002218 (Agreement Value: $1,000,000.00)

14. Approval of Amendment Number 1 to the Amended and Restated Joint Participation Agreement Between Osceola County ("County") and the Central Florida Expressway Authority ("CFX") for CR 532 (Osceola-Polk County Line Road) Widening from Old Lake Wilson Road to US 17/92, Project No. 538-235 A

15. Approval of the Resolution of the Central Florida Expressway Authority Declaring Property as Surplus Property Available for Sale SR 408, Project 2.1, Parcel Numbers: 312-1 and 312-2

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16. Approval of the Amended and Restated Memorandum of Agreement Between the State of Florida Department of Transportation ("FDOT") and Central Florida Expressway Authority ("CFX"); Project No. 414-208 (Agreement Value: $20,000,000.00)

17. Approval of Reimbursement for Utility Improvement Construction Agreement – CR 532 with Central Florida Pipeline, LLC (Agreement Value: not-to-exceed $2,156,791.00)

MAINTENANCE

18. Approval of Second Contract Renewal with Kisinger, Campo & Associates, Corp. for Systemwide Bridge Inspection Services, Contract No. 001527 (Agreement Value: $1,000,000.00)

19. Approval of First Contract Renewal with Aero Groundtek LLC for Mechanically Stabilized Earth (MSE) and Sound Wall Herbicide and Vegetation Removal Services - SR 429, SR 414, SR 451 and SR 453, Contract No. 001895 (Agreement Value: $206,000.00)

20. Approval of Second Contract Renewal with 4 Corner Resources LLC for Janitorial Staffing Services, Contract No. 001918 (Agreement Value: $200,000.00)

21. Approval of La Roka Company Inc. as Subcontractor to Arazoza Brothers Corporation for Landscape Maintenance for SR 429, SR 414, SR 451, SR 453 and SR 528, Contract No. 002118

22. Ratification of Executive Director's Approval of Emergency Declaration for Sinkhole on SR 429 and Award of Purchase Order to Earth Tech (DE) LLC, Project No. 599-085 (Agreement Value: $446,875.00)

PUBLIC OUTREACH/COMMUNICATIONS

23. Approval of Supplemental Agreement No. 1 with Quest Corporation of America, Inc. for Public Information Services, Contract No. 001935 (Agreement Value: $1,372,400.00)

TECHNOLOGY/TOLL OPERATIONS

24. Approval of Welker's Electric, Inc. as Subcontractor to TransCore, LP for Toll System Upgrade, Contract No. 001021

25. Approval of First Contract Renewal with Cathedral Corporation for Toll Operations Printing and Mailing Services, Contract No. 001604 (Agreement Value: $ 9,928,164.91)

26. Approval of Cooperative Purchase Agreement with Kyra Solutions, Inc. for Information Technology Staff Augmentation Services, Contract No. 002210 (Agreement Value: $1,915,000.00)

27. Approval of Cooperative Purchase Agreement with Epic Engineering & Consulting Group, LLC for Information Technology Staff Augmentation Services, Contract No. 002211 (Agreement Value: $570,000.00)

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28. Approval of Cooperative Purchase Agreement with HTC Global Services, Inc. for Information Technology Staff Augmentation Services, Contract No. 002212 (Agreement Value: $2,865,000.00)

29. Approval of Purchase Order to Dasher Technologies, Inc. for Hewlett Packard Enterprises (HPE) Fibre Channel Switches (Agreement Value: $245,543.96)

TRAFFIC OPERATIONS

30. Approval of Fifth Contract Renewal with AECOM Technical Services, Inc. for General Systems Consultant Services, Contract No. 001215 (Agreement Value: $3,500,000.00)

31. Approval of Supplemental Agreement No. 1 with Vanasse Hangen Brustlin, Inc. for Design Consultant Services for Systemwide Miscellaneous ITS Upgrades – Post Design, Project No. 599-571, Contract No. 002016 (Agreement Value: $94,288.78)

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

E. REPORTS

1. CHAIRMAN'S REPORT

Chairman Maier noted a full agenda, beginning with an EVTOL item, followed by an action item for a new construction project and several staff updates, including a presentation on permitting related to the work plan projects. Following the regular meeting, the Board will briefly adjourn and reconvene in the Pelican Conference Room for the annual budget workshop.

2. TREASURER'S REPORT

Commissioner Herr reported that as of the end of February toll revenue was $487,000,000.00, which is 4% below projections and 5% above prior year. This includes tolls being suspended for 11 days in October due to Hurricane Milton. The 11-day suspension accounts for 100% of the variance.

Total Operations, Maintenance and Administrative expenses were $75,300,000.00 year-to-date, which is 6% under budget.

After debt service, the total net revenue available for projects was $278,000,000.00.

3. EXECUTIVE DIRECTOR'S REPORT

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

In addition, Ms. Maikisch highlighted the following:

- Ms. Maikisch reported that on February 25, Mr. Martinez and several team members from CFX toured the FDOT District 5 Regional Traffic Management Center ("RTMC") in Sanford. CFX is a partner in this state-of-the-art, hurricane-ready facility which serves as the nerve center for traffic management across the region. The nearly 45,000 square-foot building is a high-tech headquarters that houses more than 100 traffic managers, Florida Highway Patrol Troop D dispatchers and other staff. She thanked CFX's partner – FDOT. The region is fortunate to have this amazing facility that helps keep residents and visitors safe.

- Board Member, Mr. Ralph Martinez, commented on his experience during the tour and shared some highlights.

- Ms. Maikisch announced that with the ending of the statewide discount program on March 31st, the E-PASS Volume Savings Program restarted April 1st. The program gives E-PASS customers an opportunity to save up to 25% on tolls. As a reminder E-PASS has had a discount program since 1998, with the most recent adopted by the CFX Board in September 2022.

- Ms. Maikisch reported on the ongoing toll scam activity, noting that fraudulent messages are now appearing in both text messages and emails. She noted that CFX and Florida's Turnpike are working together on a statewide awareness campaign to alert customers about these scams. Smishing attempts have increased nationally, with scammers impersonating tolling agencies and requesting immediate payments via links. These agencies do not solicit payments or personal information through texts or emails. Ms. Maikisch urged everyone to warn colleagues, friends, and family not to click on suspicious links.

F. REGULAR AGENDA ITEMS

1. EVTOL INFRASTRUCTURE

Mr. Philip H. Brady with Skyports provided an overview of Advanced Air Mobility (AAM) and related infrastructure needs. Skyports develops and operates end-to-end vertiport solutions in collaboration with leading partners. He indicated that he and his team are available to assist counties, cities, and regions in preparing for AAM integration.

The Board members asked questions, which were answered by Mr. Brady.

Mayor Demings arrived at this time 9:28 a.m.

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

DRAFT

2. **CONTRACT AWARD TO HUBBARD CONSTRUCTION COMPANY FOR SR 528 WIDENING FROM GOLDENROD ROAD TO NARCOOSSEE ROAD**

Mr. Jack Burch, Director of Construction, requested approval to award the contract for the SR 528 widening from Goldenrod Road to Narcoossee Road project. He described the project location, project highlights and coordination. He cited that nine (9) bids were received for this project with Hubbard Construction Company winning the bid.

A motion was made by Mayor Dyer and seconded by Commissioner Parks to award the contract to Hubbard Construction Company for the SR 528 Widening from Goldenrod Road to Narcoossee Road in the amount of $54,854,706.59. The motion carried unanimously with all eight (8) Board Members in attendance voting AYE by voice vote. Two (2) Board members, Commissioner Arrington and Commissioner Moore were not in attendance.

3. **CONSTRUCTION UPDATE**

Mr. Jack Burch, Director of Construction, highlighted CFX's construction projects including widening and capacity improvements. He provided a brief overview of the SR 417 and SR 429 corridors and the status of the current construction on the SR 516 project. He also detailed additional miscellaneous technology and facilities' projects that make up 25 active contracts on SR 408, SR 414, SR 417 and SR 528.

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

4. **CHANGES IN THE PERMITTING LANDSCAPE**

Mr. Glenn Pressimone, Chief of Infrastructure, opened with a note on the critical importance of environmental permitting in project delivery, highlighting the ongoing changes in agency criteria and processes. He acknowledged the role of Dewberry Engineers, the agency's general engineering consultant, in guiding permitting efforts. He introduced Mr. Shawn Hamilton, a recent addition to Dewberry, highlighting his years of experience in environmental policy and previous roles which included Secretary of the Florida Department of Environmental Protection.

Mr. Hamilton provided an overview of key aspects of the permitting framework, including permitting landscape, section 404 transitions, 404 transfer details, congressional actions to re-authorize and permitting strategy. He encouraged attendees to consider the cumulative impact of the framework on project planning and delivery—not only within the current complex but also across other familiar project regimes.

The Board members asked questions, which were answered by Mr. Hamilton and Mr. Pressimone.

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

DRAFT

5. **WRONG-WAY DRIVING PROGRAM UPDATE**

Mr. Bryan Homayouni, Director of Intelligent Transportation Systems, provided an update on the Wrong-Driving Program, which began in 2012 as part of CFX's commitment to safety. He highlighted key progress made since the last update to the Board in 2023.

The Board members asked questions, which were answered by Mr. Homayouni.

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

G. BOARD MEMBER COMMENT

The following Board Member commented:

- Commissioner Delaney

H. ADJOURNMENT

Chairman Maier reminded everyone that the Board would reconvene in five minutes in the Pelican Conference Room for the annual budget workshop. He also noted that the next Board meeting is scheduled for June 13th at 9:00 a.m.

Chairman Maier adjourned the Board Meeting at approximately 10:24 a.m.

_____ _____

Mr. Christopher "C.J." Maier
Chairman
Central Florida Expressway Authority

Ms. Mimi Lamaute
Recording Secretary
Central Florida Expressway Authority

Minutes approved on _____, 2025.

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

DRAFT

2.

MINUTES
BOARD WORKSHOP
April 10, 2025

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

DRAFT

A. CALL TO ORDER

The publicly noticed Workshop in the Pelican Conference Room was called to order at approximately 10:36 a.m. by Chairman Maier.

Board Members Present:
Christopher "C.J." Maier, Gubernatorial Appointment (Chairman)
Mayor Buddy Dyer, City of Orlando (Vice Chairman)
Commissioner Andria Herr, Seminole County (Treasurer)
Commissioner Katie Delaney, Brevard County
Mayor Jerry Demings, Orange County
Rafael "Ralph" Martinez, Gubernatorial Appointment
Commissioner Christine Moore, Orange County
Commissioner Sean Parks, Lake County
Rick Pullum, Gubernatorial Appointment

Board Member Not Present:
Commissioner Brandon Arrington, Osceola County

Also Present:
Lisa Lumbard, Chief Financial Officer
Glenn Pressimone, Chief of Infrastructure
Michelle Maikisch, Executive Director
Mimi Lamaute, Manager of Board Services, Recording Secretary
Carleen Flynn, CDM Smith
David Aron, CDM Smith

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

B. PUBLIC COMMENT

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

C. DRAFT BUDGET - FY 2026

Ms. Michelle Maikisch, Executive Director, welcomed the group and noted the presence of new members this year. She referenced materials provided, including a system overview card, the budget, and supporting documents. She explained that the meeting would begin with the presentation of the traffic and revenue forecast report by CDM Smith, followed by Ms. Lisa Lumbard, Chief Financial Officer and Mr. Glenn Pressimone, Chief of Infrastructure, presenting the draft FY26 budget. Ms. Maikisch emphasized the conservative approach taken with this year's budget, particularly regarding the work plan, operations, maintenance, and administrative costs, noting that this approach ensures construction projects can be completed once started. She encouraged feedback, questions and comments from the Board members.

1. DRAFT FY 2024 GENERAL TRAFFIC AND EARNINGS CONSULTANT'S ANNUAL REPORT

Ms. Carleen M. Flynn, with CDM Smith, CFX's General Traffic and Earnings Consultant, explained that that they provide the annual traffic and revenue estimates. They prepare the General Traffic and Earnings Consultant's Annual Report. It provides updated forecasts for each of the CFX facilities. Ms. Flynn stated that she and Mr. Aron will provide a high-level recap of this report. Ms. Flynn described historical transactions and revenues and effective toll rates to ensure that transactions and revenues are growing proportionally. She also reported on FY 2024 electronic toll collection, cash collection transactions trend, Pay By Plate trends and the forecast for the SR 516 Lake/Orange Expressway.

Mr. David Aron with CDM Smith described CDM Smith's overall approach to the system forecast. He detailed forecasts of selected socioeconomic variables, traffic and revenue normal growth forecasting, annual transactions forecasts by expressway, historical and forecasted average annual growth rates, year-over-year growth in revenue and this year's forecast compared to prior year's.

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

2. BUDGET - FY 2026 THROUGH FY 2030 FIVE-YEAR WORK PLAN / DRAFT FY 2026 OPERATIONS, MAINTENANCE & ADMINISTRATION

Ms. Lisa Lumbard, Chief Financial Officer, stated that she and Mr. Glenn Pressimone, Chief of Infrastructure, will present the Draft Budget - FY 2026 through FY 2030 Five-Year Work Plan/FY 2026 Operations, Maintenance & Administrative ("OM&A") for feedback, questions and comments.

Ms. Lumbard provided an overview of the total proposed spend for FY 2026.

Mr. Pressimone outlined the work plan development process, the current Five-Year Work Plan and detailed the proposed projects. Additionally, he explained the draft work plan funding distribution percentages. He stated that the staff will monitor the financial conditions and project progress for potential mid-year adjustments.

Mayor Demings left at this time 11:18 a.m.

Ms. Lumbard outlined the FY 26 OM&A budget development process, which begins in January and includes departmental input, internal review and Finance Committee recommendation. The final budget will return to the Board or approval in June.

Ms. Lumbard explained that total revenues are budgeted lower than the current year and lower than projected year-end actuals, due to storm-related impacts, the end of the state toll relief reimbursement program, and CFX's reinstated discount program. Interest income is also down due to reduced construction fund balances. Ms. Lumbard described the proposed debt service ratio, CFX flow of funds and proposed OM&A budget for the Goldenrod Road Extension.

Ms. Lumbard stated that the proposed budget is fully fundable. She confirmed that the agency continues to monitor financial conditions and project progress for potential mid-year adjustments. She summarized that the proposed allocation is 15% to OM&A, 25% to debt service, and 60% to the work plan and invited questions and/or comments from the Board members.

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

D. BOARD MEMBER COMMENT

There were no additional Board member comments.

E. ADJOURNMENT

Chairman Maier adjourned the Board Workshop at approximately 11:33 a.m.

_____

Mr. Christopher "C.J." Maier
Chairman
Central Florida Expressway Authority

_____

Mimi Lamaute, Manager of Board Services
Recording Secretary
Central Florida Expressway Authority

Minutes approved on _____, 2025.

DRAFT

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DRAFT

D.

Consent Agenda

CONSENT AGENDA
June 12, 2025

CONSTRUCTION

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

Project 408-428	Transportation System, Inc.	($ 968.56)
Project 417-142	Prince Contracting, LLC	$ 766,092.05
Project 417-149	Sacyr Construccion SA, Inc.	$ 351,164.66
Project 417-150	Sacyr Construccion SA, Inc.	($ 15,166.30)
Project 429-152	Prince Contracting, LLC	$ 1,616,568.69
Project 429-154	The Middlesex Corporation	$ 653,455.90
Project 429-715	Sice, Inc.	($ 46,218.73)
Project 516-238	Sema Construction, Inc.	$10,349,198.06
Project 599-416C & 599-421B	Gomez Construction Co.	($ 111,215.45)
Project 800-904	Hubbard Construction Company	$ 298,307.31

2. Approval of Payment to Hubbard Construction Company for Material Price Index Adjustments for SR 417 Widening from International Drive to John Young Parkway, Project No. 417-141 (Agreement Value: $198,278.95)

3. Approval of Payment to Prince Contracting, LLC for Material Price Index Adjustments for SR 417 Widening from John Young Parkway to Landstar Boulevard, Project No. 417-142 (Agreement Value: $354,527.17)

4. Approval of Payment to Sacyr Construccion SA, Inc. for Material Price Index Adjustments for SR 417 Widening from Landstar Boulevard to Boggy Creek Road, Project No. 417-149 (Agreement Value: $857,201.70)

5. Approval of Contract Award to Atlantic Civil Constructors Corporation for Systemwide Guardrail Protection Improvements, Project No. 599-170D, Contract No. 002208 (Agreement Value: $5,525,211.37)

6. Approval of Contract Award to RTech Engineering, LLC for Systemwide Generator Replacements, Project No. 599-426, Contract No. 002226 (Agreement Value: $580,200.00)

7. Approval of Contract Award to Chinchor Electric, Inc. for SR 528 Guide Sign Replacement – Boggy Creek to SR 436, Project No. 528-670, Contract No. 002227 (Agreement Value: $591,745.48)

8. Approval of Contract Award to CDS Manufacturing, Inc. for Prestressed Concrete Piles and Beams, Project No. 516-237B, Contract No. 002235 (Agreement Value: $2,748,979.88)

ENGINEERING

9. Approval of Supplemental Agreement No. 6 with G-A-I Consultants, Inc. for Design Consultant Services for Poinciana Parkway Extension – Segment 2, Project No. 538-235, Contract No. 001648 (Agreement Value: $9,188.80)

10. Approval of Supplemental Agreement No. 1 with Real Image Solutions LLC for Interactive 3D Virtual Modeling, Contract No. 001870 (Agreement Value: $300,000.00)

11. Approval of Supplemental Agreement No. 3 with Atkins North America, Inc. for Design Consultant Services for SR 414 Expressway Extension from US 441 to Maitland Summit Boulevard, Project No. 414-208, Contract No. 001971 (Agreement Value: $800,000.00)

12. Approval of Mitigation Credit Purchases with Missing Link Mitigation Bank d/b/a Missing Link Mitigation Preserve, LLC for Project 516-236 (Agreement Value: not-to-exceed $6,600,000.00)

13. Approval of Mitigation Credit Purchases with Southport Ranch Mitigation Bank d/b/a Southport Ranch Mitigation Bank LLC and/or Shingle Creek Mitigation Bank d/b/a UMAM, LLC for Project 538-234 (Agreement Value: not-to-exceed $3,000,000.00)

14. Approval of Mitigation Credit Purchases with Southport Ranch Mitigation Bank d/b/a Southport Ranch Mitigation Bank LLC and/or Shingle Creek Mitigation Bank d/b/a UMAM, LLC for Project 538-235 (Agreement Value: not-to-exceed $1,600,000.00)

15. Approval of Supplemental Agreements Nos. 8 & 9 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: $617,830.99)

FINANCE

16. Approval of First Contract Renewal with Forvis Mazars, LLC for External Auditing Services, Contract No. 002215 (Agreement Value: $83,500.00)

INTERNAL AUDIT

17. Acceptance of Internal Audit Reports:
    a. Fiscal Year 2025 IT Tabletop Exercise
    b. Fiscal Year 2025 Ethics Policy Compliance Review
    c. Fiscal Year 2025 Public Records Audit

LEGAL

18. Approval of the Right of Way Acquisition Agreement between CFX and Mario Chiuccariello, Trustee of Charlotte Realty Trust, u/d/t dated Jan. 17, 2024 for the SR 538 Poinciana Parkway Extension Project, Parcel No: 53-218 A, B, C & D

19. Approval of the Real Estate Purchase and Sale Agreement between Pan Am Commerce Park, LLC and CFX for the SR 538 Poinciana Parkway Extension Project, Parcel 53-351

20. Approval of the Real Estate Purchase and Sale Agreement Between J Acquisitions Osceola, LLC and CFX for the SR 538 Poinciana Parkway Extension Project, Segment 538-234, Parcel: 53-352

21. Approval of the Real Estate Purchase and Sale Agreement Between KPB Cattle LLC and CFX, Project 534-243, Parcels: 534-350 & 534-850

22. Approval of a Resolution of CFX Declaring Property as Necessary for Acquisition for Expressway System for the SR 516 Lake/Orange Expressway Project, Segment 516-236, Parcels: 51-114A-B, 51-122A-B, 51-127A-B

23. Approval of a Resolution of CFX Declaring Property as Necessary for Acquisition for Expressway System for the SR 516 Lake/Orange Expressway Project, Segment 516-237, Parcels: 51-131E-I and 51-132C

24. Approval of a Resolution of CFX Declaring Property as Necessary for Acquisition for Expressway System for the SR 408 Widening Project, Segment 408-315A, Parcel: 31-203

MAINTENANCE

25. Approval of Supplemental Agreement No. 3 with VGS Infrastructure Services, Inc. for Systemwide Facilities Maintenance Services, Contract No. 001910 (Agreement Value: $251,365.00)

26. Approval of Supplemental Agreement No. 3 with Ayres Associates Inc. for Systemwide Overhead Sign Inspection Services, Contract No. 001915 (Agreement Value: $200,000.00)

27. Approval of First Contract Renewal with Traffic Engineering and Management, LLC d/b/a Control Specialists for Traffic Signal Maintenance Services, Contract No. 001916 (Agreement Value: $300,000.00)

28. Approval of Supplemental Agreement No. 3 with Convergint Technologies LLC for Systemwide Electronic Security System Services, Contract No. 001969 (Agreement Value: $115,000.00)

29. Approval of Contract Award to Ayres Associates, Inc. for Systemwide Overhead Sign and Traffic Signal Mast Arms Inspections, Contract No. 002213 (Agreement Value: $2,300,000.00)

30. Approval of Apex Petroleum Corporation as Subcontractor to Jorgensen Contract Services L.L.C. for Roadway and Bridge Maintenance Services – SR 408, SR 417, SR 528 and Goldenrod Road Extension Contract No. 002062

RISK MANAGEMENT

31. Approval of Bridges and Plazas Insurance Policy with Zurich American Insurance Company (Agreement Value: $2,036,457)

TECHNOLOGY/TOLL OPERATIONS

32. Approval of Fifth Contract Renewal with Law Enforcement Systems, LLC for Out of State Division of Motor Vehicles (DMV) Lookups, Contract No. 001410 (Agreement Value: $944,350.00)

33. Approval of First Contract Renewal with AllianceOne Receivables Management, Inc. for CFX Customer Service Operations, Contract No. 001653 (Agreement Value: $23,497,866.30)

34. Approval of Purchase Order to Dasher Technologies, Inc. for the purchase of Hewlett Packard Enterprises (HPE) Servers and Storage (Agreement Value: $319,267.36)

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

TRANSPORTATION PLANNING & POLICY

36. Approval of Contract Award to Ardurra Group, Inc. for Miscellaneous Planning Consultant Services, Contract No. 002216 (Agreement Value: $1,800,000.00)

The following items are for information only:

A. The following is a list of advertisement(s) from: April 13, 2025 to June 8, 2025
   1. 516-237: Prestressed Concrete Piles and Beams
   2. 528-670: SR 528 Guide Sign Replacements Boggy Creek Road to SR 436
   3. 538-235A: CR 532 Widening Lake Wilson Road to US 17/92 – CEI Services
   4. 599-426: Systemwide Generator Replacements
   5. 599-765: Systemwide Plaza Building Repairs and Roof Replacements
   6. Systemwide Construction Engineering and Inspection Services - SBE
   7. Systemwide Intelligent Transportation Systems Infrastructure Maintenance
   8. Systemwide Photovoltaic Infrastructure Maintenance

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 / 408-315A: SR 408 Tampa Avenue Interchange & SR 408 Eastbound Lane Addition Orange Blossom Trail (US 441) to I-4 - Construction
   2. 408-440: CFX Headquarters Chiller Replacement - Construction
   3. 414-781: SR 414 Concrete Coatings - Construction
   4. 429-183B: SR 429 Widening from Schofield Road to Tilden Road - Design
   5. 516-237C: Lake Needham Bridge Compaction Grouting - Construction
   6. 599-571: Miscellaneous Intelligent Transportation Systems Contract – Construction
   7. 599-770: SR 417 & SR 408 Concrete Coatings – Construction
   8. 599-773: Systemwide Steel Bridge Coatings - Construction
   9. 599-774: Systemwide Butterfly Truss Coatings - Construction
   10. Insurance Broker Services

CONSENT AGENDA ITEM #1

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TO: CFX Board Members

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

DATE: May 22, 2025

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 ($) June 2025	Total Amount ($) to Date*	Time Increase or Decrease
408-428	Transportation System, Inc.	CFX Headquarters Lighting Retro-Commissioning	$ 684,310.00	$ -	$ (968.56)	$ 683,341.44	0
417-142	Prince Contracting, LLC	SR 417 Widening from John Young Parkway to Landstar Boulevard	$ 116,845,417.00	$ 3,373,177.90	$ 766,092.05	$ 120,984,686.95	0
417-149	Sacyr Construccion SA, Inc.	SR 417 Widening from Landstar Boulevard to Boggy Creek Road	$ 77,876,338.00	$ 2,595,905.57	$ 351,164.66	$ 80,823,408.23	0
417-150	Sacyr Construccion SA, Inc.	SR 417 Widening from Narcoossee Road to SR 528	$ 92,279,567.00	$ 2,262,965.46	$ (15,166.30)	$ 94,527,366.16	0
429-152	Prince Contracting, LLC	SR 429 Widening from Florida's Turnpike to West Road	$ 177,987,429.00	$ 3,409,878.25	$ 1,616,568.69	$ 183,013,875.94	0
429-154	The Middlesex Corporation	SR 429 Widening from Tilden Road to Florida's Turnpike	$ 97,659,429.92	$ 4,410,075.47	$ 653,455.90	$ 102,722,961.29	0
429-715	Sice, Inc.	SR 429 and West Road Signal Replacement	$ 1,164,539.03	$ 38,052.33	$ (46,218.73)	$ 1,156,372.63	0
516-238	Sema Construction, Inc.	SR 516 from Lake-Orange County Line to SR 429	$ 218,890,000.00	$ 1,015,356.73	$ 10,349,198.06	$ 230,254,554.79	6
599-416C & 599-421B	Gomez Construction Co.	CFX East District Facility Renovation & 525 S. Magnolia - Parking Lot Phase II	$ 3,446,426.21	$ 107,830.25	$ (111,215.45)	$ 3,443,041.01	0
800-904	Hubbard Construction Company	Goldenrod Road Resurfacing SR 528 to Lee Vista Boulevard	$ 5,634,626.50	$ -	$ 298,307.31	$ 5,932,933.81	0
				TOTAL	$ 13,861,217.63		

* 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 408-428: CFX Headquarters Lighting Retro-Commissioning
Transportation System, Inc.
SA 408-428-0625-01

Additional Lighting Fixtures and Controls

Furnish all required labor, materials, and equipment to install additional lighting fixtures and lighting controls in accordance with Plan Revision 1 at the CFX Headquarters Building.

ADD THE FOLLOWING ITEM:		
Additional Lighting Fixtures and Controls	$	54,031.44

Final Quantities for Completed Contract Pay Items

Adjust quantities for completed pay items to reflect the final actual authorized or field measured quantities installed under the Contract.

DECREASE THE FOLLOWING ITEMS:		
Allowance for Disputes Review Board	$	(5,000.00)
Work Order Allowance	$	(50,000.00)
SUBTOTAL THIS CHANGE:	$	(55,000.00)
TOTAL AMOUNT FOR PROJECT 408-428	**$**	**(968.56)**

Project 417-142: SR 417 Widening from John Young Pkwy to Landstar Blvd
Prince Contracting, LLC
SA 417-142-0625-13

Fuel Price Index Adjustments

The Contract contains provisions for fuel price index adjustments. Adjustments were made only if the current month fuel price is greater than or less than 5% of the bid/base fuel price. In accordance with the Contract specifications, the Engineer has calculated this adjustment for the period of November 2024 to December 2024. During this period of time $1,743,462.32 of construction was performed/produced.

ADD THE FOLLOWING ITEM:		
Fuel Price Index Adjustments: November 2024 to December 2024	$	17,811.45

Bituminous Price Index Adjustments

The Contract contains provisions for bituminous price index adjustments. Adjustments were made only if the current month bituminous price is greater than 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 November 2024 to December 2024.

ADD THE FOLLOWING ITEM:		
Bituminous Price Index Adjustments: November 2024 to December 2024	$	123,443.45

Striping for Milling and Resurfacing Limits

Striping and pavement marking quantities were increased in conjunction with additional milling and resurfacing.

INCREASE THE FOLLOWING ITEMS:		
Retro-Reflective Pavement Marker	$	2,582.30
Pavement Marking - Preformed Tape, White, Solid, 8"	$	5,008.50
Pavement Marking - Preformed Tape, White, Solid, 12"	$	1,360.00
Pavement Marking - Preformed Tape, White, Solid, 9"	$	63,488.00
Pavement Marking - Preformed Tape, White, Solid, 18"	$	1,787.50
Pavement Marking - Preformed Tape, White, Skip, 12" (3/12)	$	374.10
Pavement Marking - Preformed Tape, Yellow, Solid, 6"	$	40,755.00
Pavement Marking - Preformed Tape, White/Black Contrast, Skip, 9" (10/30)	$	10,465.30
Thermoplastic Preformed, White, Message or Symbol	$	365.00
Thermoplastic Preformed, White, Arrow	$	7,200.00
Thermoplastic, Standard-Other Surfaces, White, Solid 6"	$	408.00
Thermoplastic, Standard-Other Surfaces, White, Skip, 6", 10-30 Skip or 3-9 Lane Drop	$	122.00
Thermoplastic, Standard-Other Surfaces, Yellow, Solid, 6"	$	328.00
SUBTOTAL THIS CHANGE:	$	134,243.70

Final Quantities for Completed Contract Pay Items

Adjust quantities for completed pay items to reflect the final actual authorized or field measured quantities installed under the Contract.

INCREASE THE FOLLOWING ITEMS:		
Superpave Asphaltic Concrete, Traffic B	$	134,757.12
Superpave Asphaltic Concrete, Traffic C	$	78,119.73
Superpave Asphaltic Concrete, Traffic C, PG76-22	$	277,716.60
SUBTOTAL THIS CHANGE:	$	490,593.45

TOTAL AMOUNT FOR PROJECT 417-142	**$**	**766,092.05**

Project 417-149: SR 417 Widening from Landstar Blvd. to Boggy Creek Rd.
Sacyr Construccion SA, Inc.
SA 417-149-0625-14

Excavate Embankment and Subgrade
Excavate embankment and subgrade and replace with suitable material.

ADD THE FOLLOWING ITEM:

Excavate Embankment and Subgrade	$	28,614.13

Trench Drain Materials
Segments of trench drain were deleted from the plans. Compensate the Contractor for excavation and custom fabricated materials purchased prior to the deletion.

ADD THE FOLLOWING ITEM:

Trench Drain Materials	$	2,767.98

Shoulder Reconstruction
Mill and reconstruct an additional area of shoulder utilizing asphalt base to correct the slope between the edge of pavement and the trench drain.

ADD THE FOLLOWING ITEM:

Shoulder Reconstruction	$	74,880.05

Maintenance of Traffic for Hurricanes
Remove and replace maintenance of traffic devices for Hurricanes Helene and Milton, as directed.

ADD THE FOLLOWING ITEM:

Maintenance of Traffic Devices for Hurricanes	$	19,078.26

Cover Plates for Embedded Junction Boxes
Use cover plates over the embedded junction boxes in the median barrier wall.

ADD THE FOLLOWING ITEM:

Cover Plates for Embedded Junction Boxes	$	69,231.94

Replace Concrete Sidewalk
Replace damaged concrete sidewalk at Rhode Island Woods Circle, Wyndham Lakes Boulevard, and Boggy Creek Road.

ADD THE FOLLOWING ITEM:

Replace Concrete Sidewalk	$	42,321.03

Ditch Grading at Pond B
Grade the existing ditch around Pond B to maintain a drainage pattern towards the outfall structure.

ADD THE FOLLOWING ITEM:

Grade Ditch at Pond B	$	17,509.43

Place Riprap Rubble
Place riprap rubble at the north end of Gravity Wall 2.

ADD THE FOLLOWING ITEM:

Place Riprap Rubble	$	15,231.69

Replace Concrete Flumes at the Boggy Creek Toll Plaza

Replace the existing concrete flumes at the northbound and southbound Boggy Creek Toll Plaza.

ADD THE FOLLOWING ITEM:		
Replace Concrete Flumes at the Boggy Creek Toll Plaza	$	29,693.84

Replace Existing Impact Attenuator

Replace the existing impact attenuator at the northbound Boggy Creek Toll Plaza.

ADD THE FOLLOWING ITEM:		
Replace Existing Impact Attenuator	$	31,772.55

Install Guardrail Posts

Remove existing debris and install guardrail posts at four locations.

ADD THE FOLLOWING ITEM:		
Install Guardrail Posts	$	20,063.76

TOTAL AMOUNT FOR PROJECT 417-149	**$**	**351,164.66**

Project 417-150: SR 417 Widening from Narcoossee Rd to SR 528
Sacyr Construccion, SA, Inc.
SA 417-150-0625-07

Final Quantities for Completed Contract Pay Items

Adjust quantities for completed pay items to reflect the final actual authorized or field measured quantities installed under the Contract.

INCREASE THE FOLLOWING ITEM:		
Temporary PCMS	$	1,500.00
Conduit F&I Directional Bore	$	1,710.00
	$	3,210.00
DECREASE THE FOLLOWING ITEMS:		
Inspector Training for Data Collection Sensors	$	(10,650.00)
Inspector Training for Fiber Optic Network	$	(5,874.00)
Inspector Training for Locate System and Equipment	$	(10,799.00)
	$	(27,323.00)
SUBTOTAL THIS CHANGE:	$	(24,113.00)

Fuel Price Index Adjustment

The Contract contains provisions for fuel price index adjustments. Adjustments were made only if the current month fuel price is greater than or less than 5% of the bid/base fuel price. In accordance with the Contract specifications, the Engineer has calculated this adjustment for the period from February 2025 to March 2025. During this period, $1,660,916.07 amount of construction was performed/produced.

ADD THE FOLLOWING ITEM:		
Fuel Price Index Adjustments: February 2025 to March 2025	$	2,239.83

Bituminous Price Index Adjustment

The Contract contains provisions for bituminous price index adjustments. Adjustments are made only if the current month bituminous price is greater or less than 5% of the bid/base price. In accordance with the Contract specifications, the Engineer has calculated this adjustment for the project for the period of February 2025 to March 2025.

ADD THE FOLLOWING ITEM:		
Bituminous Price Index Adjustments: February 2025 to March 2025	$	13,279.48

Plan Revision 4

Plan Revision 4 required toll gantry fabrication revisions.

ADD THE FOLLOWING ITEM:		
Plan Revision 4	$	19,079.04

Asphalt Composite Pay Factors (CPF)

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

ADD THE FOLLOWING ITEMS:		
Asphalt Composite Pay Factor Adjustments Pay Item 0334-001-013	$	(2,473.49)
Asphalt Composite Pay Factor Adjustments Pay Item 0334-001-053	$	(23,178.16)
SUBTOTAL THIS CHANGE:	$	(25,651.65)

TOTAL AMOUNT FOR PROJECT 417-150	**$**	**(15,166.30)**

Project 429-152: SR 429 Widening from Florida's Turnpike to West Road
Prince Contracting, LLC
SA 429-152-0625-11

Temporary Critical Earth Wall
Procure material for a temporary critical earth wall.

ADD THE FOLLOWING ITEM:		
Temporary Critical Earth Wall, Material	$	62,500.00

Asphalt for Pavement Reconstruction
Provide additional asphalt necessary to reconstruct existing pavement between traffic phases.

ADD THE FOLLOWING ITEM:		
Asphalt for Pavement Reconstruction	$	41,500.00

Backfill at MSE Wall
Provide compensation to use lightweight material for backfill to increase the height of two MSE walls.

ADD THE FOLLOWING ITEM:		
Backfill at MSE Wall	$	91,744.76

Drainage Modifications
Modify drainage structures and connections at the corner of NE Plant Street and East Crown Point to avoid utility conflicts.

ADD THE FOLLOWING ITEM:		
Drainage Modifications	$	64,902.79

Accelerate Opening of Third Lane
Furnish and install pavement markings to acclerate the opening of the third travel lane to increase capacity of the roadway.

ADD THE FOLLOWING ITEM:		
Accelerate Opening of Third Lane	$	67,158.33

Noise Wall and Architectural Columns Elevation Discrepancies
Fabricate architectural columns and compensate the Contractor due to noise wall elevation discrepancies.

ADD THE FOLLOWING ITEM:		
Noise Wall and Architectural Columns Elevation Discrepancies	$	105,216.40

Plan Revision Quantity Adjustments
The following are adjustments to pay item quantities due to Plan Revisions 01, 07, 08, 10 and 11.

INCREASE THE FOLLOWING ITEMS:		
Fiber Optical Cable Inventory	$	290.00
Fiber Optic Splice Housing Inventory	$	290.00
Fiber Optic Cable, 12 SM Fiber, F&I	$	6,522.00
Fiber Optic Cable, 72 SM Fiber, F&I	$	54,867.50
Fiber Optic Cable, 24 MM Fiber, F&I	$	28.75
Fiber Optic Splice Enclosure, 72 Splice, F&I	$	7,350.00
Fiber Optic Fusion Splice	$	12,960.00
Existing FO Splice Enclosure Re-Entry	$	3,300.00
Pull Box, F&I	$	8,800.00
Small Fiber Optic Pull Box, 24" Dia,F&I	$	4,300.00
Concrete Manhole 4 X 4 X 4, F&I	$	1,150.00

Conduit, 2-1" HDPE, Trench Or Plow, F&I	$	10,976.60
FO Conduit, 3-1" HDPE SDR 11, Trench Or Plow, F&I	$	4,774.00
FO Conduit, 3-1" HDPE SDR 11, Directional Bore, F&I	$	4,079.50
FO Conduit, 4-1" HDPE SDR 11, Trench Or Plow, F&I	$	1,278.20
FO Conduit, 4-1" HDPE SDR 11, Directional Bore, F&I	$	62,623.75
FO Conduit, 9-1" HDPE SDR 11, Trench Or Plow, F&I	$	2,701.00
FO Conduit, 9-1" HDPE SDR 11, Directional Bore, F&I	$	111,828.60
Conduit, 1-2" PVC, Trench Or Plow, F&I	$	106.50
Conduit, 2-2" PVC, Trench Or Plow, F&I	$	6,966.00
Conduit, 2-2" PVC, Directional Bore, F&I	$	24,750.00
Conduit, 1-2" RGS, Aboveground, F&I	$	118,304.00
Electrical Service Disconnect, F&I	$	1,950.00
Electrical Power Transformer, F&I	$	15,600.00
Electrical Conductors, Insulated, No.2, F&I	$	72,699.60
Electrical Conductors, Insulated, No.4, F&I	$	5,871.40
Electrical Conductors, Insulated, No.6, F&I	$	26,289.90
Prestressed Concrete Pole, F&I, Type P-II Service Pole	$	410.00
DCS Field Equipment, 5 Lanes, F&I	$	16,500.00
TMS, 40' Pole, F&I	$	66,300.00
Composite Cable, F&I	$	2,355.20
ITS NEMA 3R DCS Reader Cabinet, Pole Mounted	$	2,450.00
Gigabit Ethernet Field Switch, F&I	$	7,500.00
Gigabit Ethernet Field Switch Warranty, 6 Year Extended Warranty	$	2,600.00
Hardened Terminal Server, F&I	$	925.00
Fiber Optic Patch Panel, 12 Port, SM, F&I	$	4,350.00
Cut-To-Length Duplex Fiber Optic Jumper, SM, F&I	$	392.00
CCTV Warranty, 6 Year Extended Warranty, Furnish Only	$	1,785.00
CCTV Field Assembly, F&I	$	12,150.00
CCTV Field Assembly, Remove	$	920.00
Camera Lowering System, 50' Pole, F&I	$	46,000.00
Camera Lowering System Pole Removal Shallow	$	1,950.00
Dynamic Message Sign System, LED, 3 Line, Relocate	$	5,600.00
Median Concrete Barrier, Tall Grade Separated	$	16,800.00
Retro-Reflective Pavement Marker	$	15.75
Thermoplastic, Standard, White, Solid, 24" For Stop Line And Crosswalk	$	32.00
Thermoplastic, Standard, White, Message Or Symbol	$	620.00
Thermoplastic, Standard, White, Arrow	$	270.00
Pavement Marking - Preformed Tape, White, Solid, 8"	$	2,146.00
Pavement Marking - Preformed Tape, Contrast, Solid, 9"	$	1,487.70
Pavement Marking - Preformed Tape, Contrast, Dotted Guideline, 9"	$	585.20
	$	764,801.15

DECREASE THE FOLLOWING ITEMS:

Multi-Conductor Communication Cable, F&I	$	(613.05)
Conduit, 2-1" HDPE, Directional Bore, F&I	$	(37,422.00)
Conduit, 2-2" RGS, Aboveground, F&I	$	(75,207.50)
Electrical Conductors, Insulated, No.1, F&I	$	(18,018.00)
TMS, 30' Pole, F&I	$	(127,600.00)
Uninterruptible Power Supply, F&I, 650 W	$	(7,800.00)
Camera Lowering System, 80' Pole, F&I	$	(146,200.00)
Concrete Curb & Gutter, Type E	$	(1,050.00)
Pavement Marking - Preformed Tape, White, Solid, 18"	$	(3,168.00)
Pavement Marking - Preformed Tape, Yellow, Solid, 8"	$	(1,558.80)
Pavement Marking - Preformed Tape, Yellow, Solid, 18"	$	(576.00)
	$	(419,213.35)

SUBTOTAL THIS CHANGE:	$	345,587.80

Drainage and Maintenance Access Between CFX Projects 429-154 and 429-152

Grade and install drainage and construct a berm between projects 429-152 and 429-154 to allow maintenance access to Pond 2.

ADD THE FOLLOWING ITEM:

Drainage and Maintenance Access Between CFX Projects 429-154 and 429-152	$	38,930.99

Exploration for Pile Installation at FCRR Bridge and Fullers Cross Road Bridge

Perform additional vacuum excavation and associated mobilizations at the Florida Central Railroad (FCRR) and Fullers Cross Road Bridges in order to determine new locations for piling in conflict with the existing MSE wall straps.

ADD THE FOLLOWING ITEM:

Exploration for Pile Installation at FCRR Bridge and Fullers Cross Road Bridge	$	60,239.22

Field Exploration for ITS Maintenance of Construction

The Contractor performed exploration of existing and proposed field conditions needed for construction of the temporary fiber and related existing infrastructure device connections and performed out of sequence work. The results of the exploration and the engineering completed by the Contractor were provided to the Engineer of Record in order to produce plan revisions.

ADD THE FOLLOWING ITEM:

Field Investigation for ITS Maintenance of Construction	$	738,788.40
TOTAL AMOUNT FOR PROJECT 429-152	**$**	**1,616,568.69**

Project 429-154: SR 429 Widening from Tilden Road to Florida's Turnpike
The Middlesex Corporation
SA 429-154-0625-10

Final Quantities for Completed Contract Pay Items

Adjust quantities for completed pay items to reflect the final actual authorized or field measured quantities installed under the Contract.

INCREASE THE FOLLOWING ITEMS:		
Ethernet Media Converter (Single-Mode) (1-Port) (Furnish Only)	$	5,800.00
Ethernet Media Converter (Single-Mode) (1-Port) (6 Year Extended Warranty)	$	350.00
Ethernet Media Converter (Single-Mode) (2-Port) (F&I)	$	3,400.00
Remote Power Manager/Environmental Sensor (Remote) (F&I)	$	4,200.00
	$	13,750.00
DECREASE THE FOLLOWING ITEMS:		
Ethernet Media Converter (Single-Mode) (2-Port) (Spare Parts) (Furnish Only)	$	(9,240.00)
Ethernet Media Converter (Single-Mode) (2-Port) (6 Year Extended Warranty)	$	(840.00)
	$	(10,080.00)
SUBTOTAL THIS CHANGE:	$	3,670.00

Shoulder Grading

Grade along the southbound outside shoulder to improve stormwater conveyance to existing drainage structures to prevent erosion.

ADD THE FOLLOWING ITEM:		
Shoulder Grading	$	25,050.80

Third Party Damage Repairs

Perform extra work to restore roadway components damaged by multiple unknown third party incidents that are necessary to maintain a safe and operational facility. Elements repaired include: guardrail, fiber optic cable, shoulder pavement, barrier wall, and fence.

ADD THE FOLLOWING ITEM:		
Third Party Damage Repairs	$	98,545.04

Independence Mainline Plaza Sinkhole Paving Repair

Perform emergency sinkhole repair and roadway restoration within the southbound travel lane at Independence Mainline Plaza.

ADD THE FOLLOWING ITEM:		
Independence Mainline Plaza Sinkhole Paving Repair	$	526,190.06

TOTAL AMOUNT FOR PROJECT 429-154	**$**	**653,455.90**

Project 429-715: SR 429 and West Rd Signal Replacement
SICE, Inc.
SA 429-715-0625-02

Final Quantities for Completed Contract Pay Items

Adjust quantities for completed pay items to reflect the final actual authorized or field measured quantities installed under the Contract.

INCREASE THE FOLLOWING ITEMS:		
Conduit, Furnish and Install, Open Trench	$	2,630.60
Conduit, Furnish & Install, Directional Bore	$	9,112.21
	$	11,742.81
DECREASE THE FOLLOWING ITEMS:		
Portable Changeable Message Sign, Temporary	$	(1,252.35)
Concrete Curb and Gutter, Type F	$	(2,204.16)
Concrete Sidewalk And Driveway, 4" Thick	$	(3,130.80)
Pull & Splice Box, F&I, 13" X 24" Cover Size	$	(12,680.01)
Allowance For Disputes Review Board	$	(10,000.00)
Work Order Allowance	$	(42,977.08)
	$	(72,244.40)
SUBTOTAL THIS CHANGE:	$	(60,501.59)

Signal Priority and Preemption System

Furnish and install cabinet electronics for the optical signal priority and preemption system.

ADD THE FOLLOWING ITEM:		
Signal Priority and Preemption System	$	14,282.86

TOTAL AMOUNT FOR PROJECT 429-715	**$**	**(46,218.73)**

Project 516-238: SR 516 From Lake-Orange County Line to SR 429
SEMA Construction, Inc.
SA 516-238-0625-03

Hurricane Milton & High Waters Impacts

Repair silt fence installations serving as barriers to prevent reintroduction of gopher tortoises to the project site and restore MOT devices impacted by Hurricane Milton. Mitigate and recover the grout compaction area from high water stage elevations impacting the work zone due to the modification of an offsite weir structure by an unknown third party that increased the flow of water to the project.

ADD THE FOLLOWING ITEMS:		
Hurricane Milton & High Waters Impacts	$	56,448.68
Increase Contract Time **6** Calendar Days		

Plan Revision 01 Quantity Adjustments

The following are adjustments to pay item quantities due to Plan Revision No. 01.

INCREASE THE FOLLOWING ITEMS:		
Regular Excavation	$	68.00
Miscellaneous Asphalt Pavement	$	3,139.00
Inlets, Dt Bot, Type B, <10'	$	9,400.00
Concrete Sidewalk And Driveways, 4" Thick	$	29,184.00
Guardrail -Roadway, General Tl-3	$	6,375.00
Guardrail Transition Connection To Rigid Barrier, F&I- Index 536-001, Approach Tl-3	$	3,600.00
Guardrail End Treatment - Parallel Approach Terminal	$	3,700.00
Conduit, Furnish & Install, Open Trench	$	484.00
Fiber Optic Fusion Splice	$	168.00
Pull & Splice Box, F&I, 13" X 24" Cover Size	$	4,200.00
Pull & Splice Box, Install	$	39,600.00
Conduit, 6" Black Steel Pipe Schedule 80, Trench Or Plow	$	2,200.00
Single Post Sign, F&I Ground Mount, 12-20 Sf	$	2,400.00
Single Post Sign, F&I Wall Mount 12-20 Sf	$	4,900.00
Single Post Sign, Remove	$	194.00
Sign Panel, F&I Overhead Mount, 301-400 Sf	$	27,000.00
Lighting Conductors, F&I, Insulated, No.8 - 6	$	5,604.00
	$	142,216.00
DECREASE THE FOLLOWING ITEMS:		
Embankment	$	(479,355.00)
Type B Stabilization	$	(44,896.00)
Optional Base, Base Group 04 (Limerock Only)	$	(12,784.00)
Optional Base, Base Group 11 (Limerock Only)	$	(70,416.00)
Superpave Asphaltic Conc, Traffic B	$	(18,751.00)
Superpave Asphaltic Conc, Traffic C	$	(61,489.00)
Superpave Asphaltic Concrete, Traffic C, PG76-22	$	(66,600.00)
Asphalt Concrete Friction Course, Inc Bit, FC-5, PG 76-22	$	(22,438.00)
Concrete Class IV, Bulkhead	$	(74,480.00)
Reinforcing Steel, Bulkhead	$	(6,385.20)
Inlets, Dt Bot, Type B, J Bot, <10'	$	(13,200.00)
Inlets, Dt Bot, Type D, <10'	$	(8,100.00)
Inlets, Adjacent Barrier, <=10'	$	(23,000.00)
Pipe Culvert, Optional Material, Round, 18"S/Cd	$	(3,128.00)
Pipe Culvert, Opt Material, Round, 30"S/Cd	$	(65,880.00)
Pipe Culvert, Opt Material, Round, 36"S/Cd	$	(19,090.00)
Sheet Piling Steel, F&I Permanent	$	(321,088.00)
Concrete Barrier, With Junction Slab, 36" Single Slope	$	(197,800.00)
Ground-In Rumble Strips, 16"	$	(299.20)
Retaining Wall System, Permanent, Excluding Barrier	$	(205,296.00)
Fencing, Type B, 0.5-5.0', W/ Vinyl Coating	$	(6,314.00)
Performance Turf, Sod	$	(17,077.50)
Conduit, Furnish & Install, Embedded Concrete Barriers And Traffic Railings	$	(413,882.00)

Fiber Optic Cable (72 Sm Fiber) (F&I)	$	(6,580.80)
Fiber Optic Splice Enclosure (72 Splice) (F&I)	$	(1,500.00)
Pull Box (F&I)	$	(3,000.00)
Junction Box, Furnish & Install, Embedded	$	(99,400.00)
4 X 6.5 X 6.5 Concrete Manhole (F&I)	$	(14,000.00)
Fiber Optic Conduit, 9-1" Hdpe Sdr 11, Trench Or Plow	$	(14,280.00)
Electrical Conduit, 1-2" Hdpe Sdr 11, Trench Or Plow	$	(70.00)
Electrical Conduit, 2-2" Hdpe Sdr 11, Trench Or Plow	$	(5,372.00)
Electrical Conductors (Furnish And Install) (Insulated) (No. 2)	$	(1,328.70)
ITS Nema 3R Intermediate/Remote Cabinet (Pole Mounted) (F&I)	$	(2,800.00)
CCTV Field Assembly (F&I)	$	(3,400.00)
CCTV Spare Parts Kit (Furnish Only)	$	(2,900.00)
CCTV Warranty (6 Year Warranty) (Furnish Only)	$	(360.00)
Camera Lowering System & (50 Foot Pole) (F&I)	$	(71,600.00)
Sign Panel, F&I Overhead Mount, Up To 12 Sf	$	(3,720.00)
Sign Panel, F&I Overhead Mount, 201-300 Sf	$	(19,800.00)
Retro-Reflective Pavement Markers	$	(210.00)
Thermoplastic, Preformed, White, Message	$	(780.00)
Thermoplastic, Preformed, White, Arrow	$	(460.00)
Pavement Marking-Preformed Tape, White, Skip, 12", (3'-12')	$	(1,244.90)
Pavement Marking-Preformed Tape, Yellow, Solid, 6"	$	(4,598.10)
Pavement Marking-Preformed Tape, B/W Contrast, Solid, 9"	$	(6,119.10)
Pavement Marking-Preformed Tape, B/W Contrast, Skip, 9", (10'-30')	$	(3,291.20)
Lighting Conductors, F&I, Insulated, No 4 To No 2	$	(237.60)
Light Pole Complete, F&I, Standard Pole Standard Foundation, 45' Mounting Height, 12' Arm Length	$	(15,600.00)
Replace Lighting Pull Box Lid	$	(2,760.00)
Strain Relief Fittings	$	(35.00)
Replace Junction Box Cover	$	(3,000.00)
Pole Cable Distribution System, Wall Mount	$	(1,600.00)
	$	(2,441,796.30)
ADD THE FOLLOWING ITEMS:		
Riprap, Rubble, 57 Stone	$	10,409.67
Conduit, 1-4" HDPE SDR 11, Trench Or Plow	$	40,984.05
Conduit, 1-4" HDPE SDR 11, Directional Bore	$	53,424.99
	$	104,818.71
SUBTOTAL THIS CHANGE:	$	(2,194,761.59)

Plan Revision 02 Quantity Adjustments

The following are adjustments to pay item quantities due to Plan Revision No. 02.

INCREASE THE FOLLOWING ITEM:		
Sign Panel, F&I Overhead Mount, 201-300 SF	$	39,600.00
DECREASE THE FOLLOWING ITEMS:		
Sign Panel, F&I Overhead Mount, 51-200 SF	$	(3,900.00)
Sign Panel, F&I Overhead Mount, 301-400 SF	$	(67,500.00)
Sign Panel, F&I Overhead Mount, 301-400 SF	$	(13,700.00)
Sign Panel, F&I Overhead Mount, 501-600 SF	$	(39,000.00)
	$	(124,100.00)
SUBTOTAL THIS CHANGE:	$	(84,500.00)

Fuel Price Index Adjustment

The Contract contains provisions for fuel price index adjustments. Adjustments were made only if the current month fuel price is greater than or less than 5% of the bid/base fuel price. In accordance with the Contract specifications, the Engineer has calculated this adjustment for the period from May 2024 to April 2025. During this period, $77,096,762.80 amount of construction was performed/produced.

ADD THE FOLLOWING ITEM:		
Fuel Price Index Adjustments - May 2024 to April 2025	$	(270,918.18)

SR 516 Bridges over Lake Needham

Add the construction the SR 516 bridges over Lake Needham to the 516-238 Project.

INCREASE THE FOLLOWING ITEMS:		
Concrete Class II, Bridge Superstructure	$	3,037,320.00
Concrete Class II, Approach Slabs	$	259,200.00
Bridge Deck Grooving	$	41,008.00
Bridge Deck Planing	$	41,008.00
Composite Neoprene Pads	$	160,020.00
Reinforcing Steel – Bridge Superstructure	$	573,783.10
Reinforcing Steel – Bridge Substructure	$	152,512.80
Reinforcing Steel – Approach Slabs	$	60,319.60
Pipe Culvert, Opt. Material, Round, 42”S/CD	$	21,080.00
Joint, New Construction, F&I Poured Joint with Backer Rod	$	47,336.00
Piles, Polyethylene Sheeting	$	545.00
Concrete Traffic Railing-Bridge, 36” Single-Slope	$	660,000.00
Concrete Slope Pavement, Non-Reinforced (4")	$	64,120.00
Conduit, Furnish & Install, Embedded Concrete Barriers and Traffic Railings	$	138,600.00
Junction Box, Furnish & Install, Embedded	$	34,080.00
Conduit, 6" Bullet-Resistive Fiberglass Outer Duct W/9-1" HDPE SDR 11, Bridge Mounted	$	198,900.00
	$	5,489,832.50
ADD THE FOLLOWING ITEMS:		
Mobilization	$	1,600,000.00
Maintenance of Traffic/Erosion Control	$	165,000.00
Concrete Class IV, Bridge Substructure	$	169,389.00
Concrete Class IV, Mass Substructure	$	1,425,200.00
Prestressed Beam FL-I-Beam, 36"	$	4,395,840.00
Prestressed Concrete Piling, 24" SQ	$	2,442,450.00
Bridge Drain Pipe	$	299,250.00
Bridge Drains	$	150,000.00
Lake Needham Bridge Material-Beam Costs Credit	$	(2,232,720.40)
Lake Needham Bridge Material-Pile Costs Credit	$	(1,042,411.95)
Lake Needham Bridge Pile Delivery >95 LF Cost Credit	$	(18,900.00)
	$	7,353,096.65
SUBTOTAL THIS CHANGE:	$	12,842,929.15

TOTAL AMOUNT FOR PROJECT 516-238	**$**	**10,349,198.06**

Project 599-416C & 599-421B: CFX East District Facility Renovation & 525 S. Magnolia - Parking Lot Phase II
Gomez Construction Co.
SA 599-416C-0625-03

Generator Pad, Plan Revision 2
Provide the necessary labor, materials, and equipment to construct the generator pad at the CFX East Facility Building per Plan Revision 2.

ADD THE FOLLOWING ITEM:		
Generator Pad	$	16,547.43

Door Installations, Plan Revision 3
Provide the necessary labor, materials, and equipment to install the doors, frames, hardware, and card access for Office 7, Storage Room 34, Open Office Space 35, Conference Room 9, and Conference Room 27 at the CFX East Facility Building per Plan Revision 3.

ADD THE FOLLOWING ITEM:		
Door Installations, Plan Revision 3	$	20,405.65

Framing Support
Provide the necessary labor, materials, and equipment to install additional framing support for the south entry canopy at the CFX East Facility building.

ADD THE FOLLOWING ITEM:		
Additional Framing Support, South Entry Canopy	$	10,874.14

Fire Inspection Items
Provide the necessary labor, materials, and equipment to install a tamper switch and connect the existing backflow preventer to the building's fire alarm system at the CFX East Facility.

ADD THE FOLLOWING ITEM:		
Fire Inspection Requirements	$	12,688.50

Future Trailer Connection
Provide the necessary labor, materials, and equipment to install power, water, and sewer connections for future trailers at the East District Facility.

ADD THE FOLLOWING ITEM:		
Future Trailers Utility Connections	$	10,534.70

Fuel Adjustments
The Contract contains provisions for fuel price index adjustments. Adjustments were made only if the current month fuel price is greater than or less than 5% of the bid/base fuel price. In accordance with the Contract specifications, the Engineer has calculated this adjustment for the period of January 2024 - October 2024. During this period of time $3,305,097.40 of construction was performed/produced.

ADD THE FOLLOWING ITEM:		
Fuel Price Adjustments – January 2024 to October 2024	$	(896.78)

Final Quantities for Completed Contract Pay Items
Adjust quantities for completed pay items to reflect the final actual authorized or field measured quantities installed under the Contract.

INCREASE THE FOLLOWING ITEMS:		
599-416C Superpave Asphaltic Conc, Traffic C	$	25,764.00
599-416C Pedestrian/Bicycle Railing, Aluminum Only, 42" Type 1	$	7,577.82
599-416C Conduit, Furnish & Install, Directional Bore	$	8,027.67
599-416C Pull & Splice Box, F&I, 13" x 24" Cover Size	$	2,126.45
599-421B Concrete Curb & Gutter, Type F	$	1,028.30
599-421B Single Post Sign, Remove	$	254.25
	$	44,778.49

DECREASE THE FOLLOWING ITEMS:		
599-416C Fencing (Type B) (6' Height) (Standard)	$	(26,046.50)
599-416C Fence Gate, Type B, Single, 0- 6.0' Opening	$	(2,147.00)
599-416C Fence Gate , Type B, Double, 20.1-24' Opening	$	(2,486.00)
599-416C Fence Gate, Type B, Sliding/Cantilever, 18.1-20.0' Opening	$	(2,938.00)
599-416C Fence Gate, Type B, Sliding/Cantilever, 24.1-30' Opening	$	(3,503.00)
599-421B Portable Changeable Message Sign, Temporary (Contingency)	$	(1,695.00)
Allowance for Disputes Review Board	$	(10,000.00)
Work Order Allowance	$	(177,309.60)
	$	(226,125.10)
ADD THE FOLLOWING ITEM:		
Contract Line Item Adjustments	$	(22.48)
SUBTOTAL THIS CHANGE:	$	(181,369.09)
TOTAL AMOUNT FOR PROJECT 599-416C & 599-421B	**$**	**(111,215.45)**

Project 800-904: Goldenrod Resurfacing SR 528 to Lee Vista Boulevard
Hubbard Construction Company
SA 800-904-0625-01

Emergency Pavement Repair

Provide the necessary labor, materials, and equipment to perform emergency pavement repairs on lanes R2, R3, and R4 between the Goldenrod Road and Narcoossee Road interchanges on EB SR 528. This work was moved from an upcoming project to expedite the repairs and address customer concerns.

ADD THE FOLLOWING ITEM:		
Emergency Pavement Repair	$	298,307.31
TOTAL AMOUNT FOR PROJECT 800-904	**$**	**298,307.31**

CONSENT AGENDA ITEM
#2

MEMORANDUM

TO: CFX Board Members

FROM: Ben Dreiling, P.E. for:
Jack Burch, P.E.
Director of Construction

DATE: May 22, 2025

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

Board approval is requested to issue payment to Hubbard Construction Company in the amount of $198,278.95 for material price index adjustments for the SR 417 Widening from International Drive to John Young Parkway project.

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

The following items have been adjusted: Thermoplastic, Copper, PVC.

Reviewed By: _____

DocuSign Envelope ID: 7A2AD688-B80D-4DE1-85D9-EBE604511CE8

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

September 6, 2022

DCE MEMORANDUM NO. 22-14
(FHWA Approved 9/6/2022)

TO: **DISTRICT CONSTRUCTION ENGINEERS**

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

DocuSigned by:
Tim Lattner
C7704ED8972C440...

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

SUBJECT: VARIOUS MATERIAL PRICE INDICES

Due to recent volatility in prices of materials beyond what the Contractor could have historically anticipated at the time of bid, the Department, at the request of the Contractor, will process a $0.00 specification change to provide for indexing for thermoplastic and fencing materials, as well as dowel baskets/bars and steel stay-in-place forms (SIP) as provided for in the attached modification to Specification Section 9-2.

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

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

DocuSign Envelope ID: 7A2AD688-B80D-4DE1-85D9-EBE604511CE8

The following conditions apply:

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

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

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

- Material Price Adjustment Thermoplastic – MPAT
- Material Price Adjustment Steel - MPAS

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAULT, P.E.
SECRETARY

February 7, 2022

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

TO: DISTRICT CONSTRUCTION ENGINEERS

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

DocuSigned by:
Dan Hurtado
C42B6FE133D643A...

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

SUBJECT: ALUMINUM, PVC, AND COPPER MATERIAL PRICE INDICES

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

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

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

The following conditions apply:

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

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

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

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

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

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

DH/aa

CONSENT AGENDA ITEM #3

MEMORANDUM

TO: CFX Board Members

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

DATE: May 22, 2025

SUBJECT: Approval of Payment to Prince Contracting, LLC for Material Price Index Adjustments for SR 417 Widening from John Young Parkway to Landstar Boulevard
Project No. 417-142

Board approval is requested to issue payment to Prince Contracting, LLC in the amount of $354,527.17 for material price index adjustments for the SR 417 Widening from from John Young Parkway to Landstar Boulevard project.

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

The following items have been adjusted: Copper, Fencing, PVC.

Reviewed By: _____

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAULT, P.E.
SECRETARY

February 7, 2022

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

TO: DISTRICT CONSTRUCTION ENGINEERS

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

DocuSigned by:
Dan Hurtado
C42B6FE133D643A...

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

SUBJECT: ALUMINUM, PVC, AND COPPER MATERIAL PRICE INDICES

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

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

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

The following conditions apply:

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

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

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

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

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

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

DH/aa

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Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

September 6, 2022

DCE MEMORANDUM NO. 22-14
(FHWA Approved 9/6/2022)

TO: **DISTRICT CONSTRUCTION ENGINEERS**

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

DocuSigned by:
Tim Lattner
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COPIES: Dan Hurtado, Ananth Prasad (FTBA), Mark Musselman (ACAF), Jose Ortiz (FHWA), Ashley Anderson

SUBJECT: VARIOUS MATERIAL PRICE INDICES

Due to recent volatility in prices of materials beyond what the Contractor could have historically anticipated at the time of bid, the Department, at the request of the Contractor, will process a $0.00 specification change to provide for indexing for thermoplastic and fencing materials, as well as dowel baskets/bars and steel stay-in-place forms (SIP) as provided for in the attached modification to Specification Section 9-2.

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

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

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The following conditions apply:

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

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

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

- Material Price Adjustment Thermoplastic – MPAT
- Material Price Adjustment Steel - MPAS

CONSENT AGENDA ITEM
#4

MEMORANDUM

TO: CFX Board Members

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

DATE: May 22, 2025

SUBJECT: Approval of Payment to Sacyr Construccion SA, Inc. for Material Price Index Adjustments for SR 417 Widening from Landstar Boulevard to Boggy Creek Road
Project No. 417-149

Board approval is requested to issue payment to Sacyr Construccion SA, Inc. in the amount of $857,201.70 for material price index adjustments for the SR 417 Widening from Landstar Boulevard to Boggy Creek Road project.

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

The following items have been adjusted: Rebar and Prestressing Strand, Stay-In-Place Forms.

Reviewed By: _____

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Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

June 22, 2022

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

TO: **DISTRICT CONSTRUCTION ENGINEERS**

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

DocuSigned by: Tim Lattner C7704ED8972C440...

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

SUBJECT: REBAR AND PRESTRESSING STRAND MATERIAL PRICE INDICES

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

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

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

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

TL/aa

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAULT, P.E.
SECRETARY

March 17, 2022

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

TO: DISTRICT CONSTRUCTION ENGINEERS

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

DocuSigned by:
Dan Hurtado
C42B6FE133D643A...

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

SUBJECT: REBAR AND PRESTRESSING STRAND MATERIAL PRICE INDICES

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

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

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

The following conditions apply:

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

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

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

- Material Price Adjustment Steel – MPAS

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

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

DH/aa

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Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

September 6, 2022

DCE MEMORANDUM NO. 22-14
(FHWA Approved 9/6/2022)

TO: **DISTRICT CONSTRUCTION ENGINEERS**

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

DocuSigned by:
Tim Lattner
C7704ED8972C440...

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

SUBJECT: VARIOUS MATERIAL PRICE INDICES

Due to recent volatility in prices of materials beyond what the Contractor could have historically anticipated at the time of bid, the Department, at the request of the Contractor, will process a $0.00 specification change to provide for indexing for thermoplastic and fencing materials, as well as dowel baskets/bars and steel stay-in-place forms (SIP) as provided for in the attached modification to Specification Section 9-2.

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

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9. For contracts which had previously been approved to receive steel tariff compensation in accordance with the attached June 12, 2018 letter, the Contractor must notify the Engineer within six weeks from the date of this memo to either request adoption of the attached specification or, continue to participate in steel tariff compensation. Adoption of the attached specification will remove eligibility for steel tariff compensation in accordance with the attached letter. No contract may participate in both steel tariff compensation and the attached specification.
10. Additional project specific guidance for MPAs can be found on the Department's website: https://www.fdot.gov/construction/material-price-adjustment

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

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

- Material Price Adjustment Thermoplastic – MPAT
- Material Price Adjustment Steel - MPAS

CONSENT AGENDA ITEM
#5

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*
Director of Procurement

DATE: April 25, 2025

SUBJECT: Approval of Contract Award to Atlantic Civil Constructors Corporation for Systemwide Guardrail Protection Improvements
Project No. 599-170D, Contract No. 002208

An Invitation to Bid for the above referenced project was advertised on March 16, 2025. One (1) response was received by the April 17, 2025 deadline. The Director of Procurement met with the Engineering Project Manager to review options when less than three bids are received. After discussion and consideration, it was agreed that the solicitation process should proceed.

Bid results were as follows:

	Bidder	**Bid Amount**
1.	Atlantic Civil Constructors Corp.	$5,525,211.37

The engineer's estimate for this project is $5,974,633.23 and $2,681,000.00 is included in the Five-Year Work Plan.

The work to be performed includes providing all labor, materials, equipment, and incidentals necessary to install roadside protection adjacent to existing water bodies within interchanges throughout the CFX system.

Board award of the contract to Atlantic Civil Constructors Corporation in the amount of $5,525,211.37 is requested.

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

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

David Falk, PE
Director of Engineering

Glenn Pressimone, PE
Chief of Infrastructure

CONTRACT

AND

ATLANTIC CIVIL CONSTRUCTORS CORPORATION

SYSTEMWIDE GUARDRAIL PROTECTION IMPROVEMENTS

PROJECT NO. 599-170D CONTRACT NO. 002208

CONTRACT AMOUNT: $5,525,211.37

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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

FOR

SYSTEMWIDE GUARDRAIL PROTECTION IMPROVEMENTS

PROJECT NO. 599-170D CONTRACT NO. 002208

TABLE OF CONTENTS

Section	Title	Page
C	CONTRACT	C-1 to C-2
	Memorandum of Agreement	1 to 6
GS	GENERAL SPECIFICATIONS	1 to 159
	Attachment A	ATT-1 to ATT-9
	(See General Specifications Table of Contents for listing of individual specifications sections.)	
TS	TECHNICAL SPECIFICATIONS	TS-1 to TS-25
	(See Technical Specifications Table of Contents for listing of individual specifications sections.)	
SP	SPECIAL PROVISIONS	SP-1 to SP-30
	(See Special Provisions Table of Contents for listing of individual specifications sections.)	
P	PROPOSAL	P-1 to P-16
VR	VEHICLE REGISTRATION FORM	VR-1 to VR-2
PCB	PUBLIC CONSTRUCTION BOND	PCB-1 to PCB-4
Plans		

CONTRACT

This Contract No. 002208 (the "Contract"), is made and entered into by the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, hereinafter called "CFX" and ATLANTIC CIVIL CONSTRUCTORS CORPORATION, of 1975 Apopka Blvd. Apopka, FL 32703, hereinafter the "CONTRACTOR":

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

The work to be done under this Contract includes construction of all items associated with Project No. 599-170D, Contract No. 002208, Systemwide Guardrail Protection Improvements, as detailed in the Contract Documents and any addenda or modifications thereto. Contract time for this project shall be 270 calendar days. The Contract Amount is $5,525,211.37.

The Contract Documents consist of:

1. The Contract,
2. The Memorandum of Agreement,
3. The Addenda (if any), modifying the General Specifications, Technical Specifications, Special Provisions, Plans, or other Contract Documents,
4. The Plans,
5. The Special Provisions,
6. The Technical Specifications,
7. The General Specifications,
8. The Proposal.

In consideration of the foregoing premises, CFX agrees to pay the CONTRACTOR for work performed and materials furnished at the unit and lump sum prices, and under the conditions set forth, in the Proposal.

IN WITNESS WHEREOF, the Parties have made and executed this Contract: Central Florida Expressway Authority, signing by and through the Director of Procurement, authorized to execute same by Board action on the 12th day of June 2025, and Atlantic Civil Constructors Corporation, signing through its undersigned signatory authorized to execute same.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Aneth Williams
Print Name

DATE: _____

ATLANTIC CIVIL CONSTRUCTORS CORPORATION

By: _____
Signature

_____
Print Name

_____
Title

ATTEST: _____

DATE: _____

Approved as to form for reliance upon by CFX only, on this ____ day of _____, 20____.

_____
Cristina T. Berrios, Deputy General Counsel

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TABLE OF CONTENTS

GENERAL SPECIFICATIONS

Section Name	Page No.
Section 1 - Abbreviations and Definitions	1
1.1 General	1
1.2 Abbreviations	1
1.3 Definitions	2
Section 2 - Scope of Work	11
2.1 Intent of Contract	11
2.2 Work Not Covered by the General Specifications	11
2.3 Alteration of Plans	11
2.3.1 General	
2.3.2 Increase, Decrease or Alteration in the Work	
2.3.3 No Waiver of Contract	
2.3.4 Suspensions of Work Ordered by CFX	
2.3.5 Conditions Requiring Supplemental Agreement	
2.3.6 Unilateral Payments	
2.3.7 Extra Work	
2.3.8 Connections to Existing Pavements, Drives, and Walks	
2.3.9 Differing Site Conditions	
2.3.10 Changes Affecting Utilities	
2.3.11 Cost Savings Initiative Proposal	
2.4 Claims by Contractor	24
2.4.1 General	
2.4.2 Notice of Claim	
2.4.3 Content of Written Claim	
2.4.4 Action on Claim	
2.4.5 Compensation for Extra Work or Delay	
2.4.6 Mandatory Claim Records	
2.4.7 Claims for Acceleration	
2.4.8 Certificate of Claim	
2.4.9 Non-Recoverable Items	
2.4.10 Exclusive Remedies	
2.4.11 Settlement Discussions	
2.4.12 Personal Liability of Public Officials	
2.4.13 Auditing of Claims	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TABLE OF CONTENTS

GENERAL SPECIFICATIONS

Section Name		Page No.
2.5	Unforeseeable Work	32
2.6	Right To and Use of Materials Found at the Site of the Work	32
	2.6.1 Ownership and Disposal of Existing Materials	
	2.6.2 Ornamental Trees and Shrubs	
2.7	Restoration of Right of Way	32
Section 3 - Control of Work		34
3.1	Plans and Working Drawings	34
	3.1.1 Plans and Contract Documents	
	3.1.2 CFX Plans	
	3.1.3 Alterations in the Plans	
	3.1.4 Shop Drawings	
3.2	Coordination of Plans and Specifications	45
3.3	Conformity of Work with Plans	45
	3.3.1 Record Drawings	
3.4	Pre-Award Meeting	46
3.5	Orders and Instructions	47
	3.5.1 Observation of the Work	
	3.5.2 Examination of the Work	
	3.5.3 Communications	
3.6	Engineering and Layout	49
	3.6.1 Control Points Furnished by CFX	
	3.6.2 Furnishing of Stake Material	
	3.6.3 Layout of Work	
	3.6.4 Specific Staking Requirements	
	3.6.5 Personnel, Equipment, and Record Requirements	
	3.6.6 Global Navigation Satellite Systems (GNSS) Work Plan	
	3.6.7 Payment	
3.7	Contractor's Supervision	53
	3.7.1 Prosecution of Work	
	3.7.2 Contractor's Superintendent	
	3.7.3 Supervision for Emergencies	
	3.7.4 Worksite Traffic Supervisor	
3.8	General Inspection Requirements	54
	3.8.1 Cooperation by Contractor	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TABLE OF CONTENTS

GENERAL SPECIFICATIONS

Section Name		Page No.
	3.8.2 Failure of CFX to Reject Work During Construction	
	3.8.3 Failure to Remove and Renew Defective Materials and Work	
3.9	Final Inspection and Acceptance	56
	3.9.1 Maintenance Until Final Acceptance	
	3.9.2 Inspection for Substantial Completion	
	3.9.3 Punch List	
	3.9.4 Final Inspection	
	3.9.5 Final Acceptance	
	3.9.6 Recovery Rights Subsequent to Final Payment	
3.10	Audit and Examination of Contract Records and Bid Records	58
3.11	Escrow of Bid Records	60
3.12	Prevailing Party Attorney's Fees	61
Section 4 - Control of Materials		63
4.1	Acceptance Criteria	63
	4.1.1 General	
	4.1.2 Sampling and Testing	
	4.1.3 Certification	
	4.1.4 Warranty and Guaranty	
4.2	Designation of a Specific Product as a Criterion ("Or Equal" Clause)	64
4.3	Source of Supply and Quality Requirements	64
	4.3.1 Only Approved Materials to be Used	
	4.3.2 Notification of Placing Order	
	4.3.3 Approval of Source of Supply	
4.4	Inspection and Tests at Source of Supply	65
	4.4.1 General	
	4.4.2 Cooperation by Contractor	
	4.4.3 Retest of Materials	
4.5	Storage of Materials and Samples	66
	4.5.1 Method of Storage	
	4.5.2 Use of Right of Way for Storage	
	4.5.3 Responsibility for Stored Materials	
	4.5.4 Storage Facilities for Samples	
4.6	Defective Materials	66
Section 5 - Legal Requirements and Responsibility to the Public		68
5.1	Laws to be Observed	68

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TABLE OF CONTENTS

GENERAL SPECIFICATIONS

Section Name		Page No.
	5.1.1 General	
	5.1.2 Plant Quarantine Regulations	
	5.1.3 Introduction or Release of Prohibited Aquatic Plants, Plant Pests or Noxious Weeds	
	5.1.4 Compliance with Federal Endangered Species Act	
	5.1.5 Occupational Safety and Health Requirements	
	5.1.6 Discovery of Unmarked Human Burial Site	
	5.1.7 Insecticides and Herbicides	
5.2	Permits and Licenses	70
5.3	Patented Devices, Materials and Processes	70
5.4	Right of Way Furnished by CFX	71
5.5	Sanitary Provisions	71
5.6	Control of the Contractor's Equipment	71
	5.6.1 Traffic Interference	
	5.6.2 Overloaded Equipment	
	5.6.3 Crossings	
	5.6.4 Protection from Damage by Tractor-Type Equipment	
	5.6.5 Contractor's Equipment on Bridge Structures	
	5.6.6 Posting of the Legal Gross Vehicular Weight	
5.7	Structures Over Navigable Waters	73
	5.7.1 Compliance with Jurisdictional Regulations	
5.8	Use of Explosives	73
5.9	Preservation of Property	73
	5.9.1 General	
	5.9.2 Failure to Restore Damaged Property	
	5.9.3 Contractor's Use of Streets and Roads	
	5.9.4 Traffic Signs, Signal Equipment, Highway Lighting and Guardrail	
	5.9.5 Operations Within Railroad Right of Way	
	5.9.6 Utilities	
5.10	Responsibility for Damages, Claims, etc.	78
	5.10.1 Contractor to Provide Defense Against Claims and Suits	
	5.10.2 Guaranty of Payment for Claims	
5.11	Insurance	79
	5.11.1 Schedule of Required Limits for Workers' Compensation, General Liability and Automobile Liability	
	5.11.2 Workers' Compensation and Employer's Liability Insurance	
	5.11.3 Comprehensive General Liability Insurance	
	5.11.4 Comprehensive Automobile Liability Insurance	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TABLE OF CONTENTS

GENERAL SPECIFICATIONS

Section Name		Page No.
	5.11.5 Umbrella/Excess Liability Insurance	
	5.11.6 Builder's Risk	
	5.11.7 Railroad Insurance	
	5.11.8 Pollution Legal Liability	
	5.11.9 Professional Liability	
5.12	Contract Bond (Public Construction Bond) Required	86
	5.12.1 General Requirements of the Bond	
	5.12.2 Continued Acceptability of Surety	
5.13	Contractor's Responsibility for Work	86
5.14	Opening Section of Highway to Traffic	87
5.15	Scales for Weighing Materials	87
	5.15.1 Applicable Regulations	
	5.15.2 Base for Scales	
	5.15.3 Protection and Maintenance	
5.16	Source of Forest Products	87
5.17	Regulations of Air Pollution	87
	5.17.1 General	
	5.17.2 Dust Control	
	5.17.3 Asphalt Material	
	5.17.4 Asphalt Plants	
5.18	Dredging and Filling	88
5.19	Erosion Control	88
5.20	Contractor's Motor Vehicle Registration	88
5.21	Internal Revenue Service Form W-9	88
5.22	Tolls and Access	89
5.23	Requests for References or Performance Evaluations	89
5.24	Unauthorized Aliens	89
5.25	Public Records	90
5.26	Inspector General	91
5.27	Florida Vendor Eligibility Requirements	91
	5.27.1 E-Verification	
	5.27.2 Public Entity Crimes	
	5.27.3 Scrutinized Companies	
	5.27.4 Discriminatory Vendors and Anti-Trust Violators	
	5.27.5 Countries of Foreign Concern	
	5.27.6 Common Carrier	
	5.27.7 Human Trafficking	
	5.27.8 Incorporation of Florida Vendor Eligibility Provision Forms	
5.28	Severability	95

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TABLE OF CONTENTS

GENERAL SPECIFICATIONS

Section Name		Page No.
Section 6 - Prosecution and Progress of the Work		96
6.1	Subletting or Assigning of Contract	96
6.2	Work Performed by Equipment Rental Agreement	98
6.3	Prosecution of Work	98
	6.3.1 Sufficient Labor, Materials and Equipment	
	6.3.2 Impacts by Adjacent Projects	
	6.3.3 Submission of Preliminary, Baseline, Updated Baseline, and Two-Week Look-Ahead Schedules	
	6.3.4 Beginning Work	
	6.3.5 Provisions for Convenience of the Public	
	6.3.6 Pre-Construction Conference	
6.4	Limitations of Operations	116
	6.4.1 Night Work	
	6.4.2 Sequence of Operations	
	6.4.3 Interference with Traffic	
	6.4.4 Coordination with Other Contractors	
	6.4.5 Drainage	
	6.4.6 Fire Hydrants	
	6.4.7 Protection of Structures	
	6.4.8 Fencing	
	6.4.9 Hazardous or Toxic Waste	
	6.4.10 Milling	
6.5	Qualifications of Contractor's Personnel	119
6.6	Temporary Suspension of Contractor's Operations	120
	6.6.1 Authority to Suspend Contractor's Operations	
	6.6.2 Prolonged Suspensions	
	6.6.3 Permission to Suspend Operations	
	6.6.4 Suspension of Contractor's Operations – Holidays	
6.7	Contract Time	121
	6.7.1 General	
	6.7.2 Date of Beginning of Contract Time	
	6.7.3 Adjusting Contract Time	
6.8	Failure of Contractor to Maintain Satisfactory Progress	123
	6.8.1 General	
6.9	Default and Termination of Contract	124
	6.9.1 Determination of Default	
	6.9.2 Public Interest Termination of Contract	
	6.9.3 Completion of Work by CFX	
6.10	Liquidated Damages for Failure to Complete the Work	126

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TABLE OF CONTENTS

GENERAL SPECIFICATIONS

Section Name		Page No.
	6.10.1 Liquidated Damages for Failure to Complete the Work	
	6.10.2 Determination of Number of Days of Default	
	6.10.3 Conditions Under Which Liquidated Damages are Imposed	
	6.10.4 Right of Collection	
	6.10.5 Allowing the Contractor to Finish Work	
	6.10.6 Liability for Liquidated Damages	
6.11	Release of Contractor's Responsibility	127
6.12	Recovery of Damages Suffered by Third Parties	127
6.13	Express Warranty	127
Section 7 - Measurement and Payment		128
7.1	Measurement of Quantities	128
	7.1.1 Measurement Standards	
	7.1.2 Method of Measurements	
	7.1.3 Determination of Pay Areas	
	7.1.4 Construction Outside Authorized Limits	
	7.1.5 Truck Requirements	
	7.1.6 Ladders and Instrument Stands for Bridge Construction	
7.2	Scope of Payments	129
	7.2.1 Items Included in Payment	
	7.2.2 Non-Duplication of Payment	
7.3	Compensation for Altered Quantities	132
	7.3.1 General	
	7.3.2 Payment Based on Plan Quantity	
	7.3.3 Lump Sum Quantities	
	7.3.4 Deviation from Plan Dimensions	
7.4	Force Account Work	134
	7.4.1 Method of Payment	
	7.4.2 Records	
	7.4.3 Preliminary Order-of-Magnitude Estimate	
7.5	Deleted Work	137
7.6	Partial Payments	138
	7.6.1 General	
	7.6.2 Unsatisfactory Payment Record	
	7.6.3 Withholding Payment for Defective Work	
	7.6.4 Partial Payments for Delivery of Certain Materials	
	7.6.5 Certification of Payment to Subcontractors	
	7.6.6 Reduction of Payment for Unsatisfactory Services or Products	
7.7	Record of Construction Materials	141

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TABLE OF CONTENTS

GENERAL SPECIFICATIONS

Section Name		Page No.
	7.7.1 General	
	7.7.2 Non-Commercial Materials	
7.8	Disputed Amounts Due Contractor	141
7.9	Acceptance and Final Payment	142
7.10	Offsetting Payments	143
Section 8 – Disadvantaged/Minority/Women Business Enterprise (D/M/WBE) Participation		144
8.1	General	144
8.2	Disadvantaged/Minority and Women Owned Businesses – Participation Objectives	145
	8.2.1 General	
	8.2.2 Definitions	
	8.2.3 Specific Requirements	
	8.2.4 Qualified Participation	
	8.2.5 Records and Reports	
8.3	Subletting of Contracts - Participation Objectives	149
Section 9 - Binding Arbitration		150
Section 10 – Partnering and Disputes Resolution		152
10.1	Partnering	152
10.2	Disputes Resolution	152
	10.2.1 Disputes Review Board	
	10.2.2 Continuance of Work During Dispute	
	10.2.3 Disputes Review Board Membership	
	10.2.4 Board Operations	
	10.2.5 Procedure for Disputes Resolution	
	10.2.6 Conduct of Disputes Hearings	
	10.2.7 Compensation	
	10.2.8 Three Party Agreement	
Attachment A - Disputes Review Board Three Party Agreement		

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

GENERAL SPECIFICATIONS

SECTION 1 - ABBREVIATIONS AND DEFINITIONS

1.1 General

These General Specifications are intended for use on all construction projects awarded by CFX. However, each Article, subarticle, or paragraph of the General Specifications may not be relevant or applicable to every project. It is the responsibility of the Contractor to submit to the CEI any questions regarding relevance or applicability of any article or sub-article prior to the Pre-Construction conference. The CEI will respond with a determination which will be binding and final.

1.2 Abbreviations

Whenever in these General Specifications or in other documents pertaining to the Contract, the following terms and abbreviations appear, their intent and meaning shall, unless specifically stated otherwise, be interpreted as shown in this Section.

AAN	American Association of Nurserymen, Inc.
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AGC	The Associated General Contractors of America, Inc.
AGMA	American Gear Manufacturers Association
AIA	American Institute of Architects
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute
AREA	American Railway Engineering Association
ASCE	American Society of Civil Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWG	American Wire Gauge
AWPA	American Wood Preservers Association
AWS	American Welding Society
AWWA	American Water Works Association
CRSI	Concrete Reinforcing Steel Institute
EASA	Electrical Apparatus Service Association
EPA	Environmental Protection Agency of the United States Government
FDOT	Florida Department of Transportation
FHWA	Federal Highway Administration
FNGLA	Florida Nursery, Growers and Landscape Association
FSS	Federal Specifications and Standards
IEEE	Institute of Electrical and Electronics Engineers
IES	Illuminating Engineering Society

IPCEA	Insulated Power Cable Engineers Association
ISO	International Organization for Standards
MASH	AASHTO Manual for Assessing Safety Hardware
MUTCD	Manual on Uniform Traffic Control Devices
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
NIST	National Institute for Standards and Technology
NOAA	National Oceanic and Atmospheric Administration
OSHA	Occupational Safety and Health Administration
SAE	Society of Automotive Engineers
SI	International System of Units
SSPC	The Society for Protective Coatings
UL	Underwriters' Laboratories

When any of the above abbreviations is followed by a number or letter designation, or combination of numbers or letters, it is understood to designate a specification, test method, or other code or recommendation of the organization so shown.

1.3 Definitions

Wherever used in these General Specifications or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof and all genders:

1.3.1 **Advertisement** - The public announcement, as required by law, inviting bids for work to be performed or materials to be furnished, usually issued as “Notice to Contractors,” or “Notice to Bidders.”

1.3.2 **Addendum** - A written or graphic instrument issued prior to the bid opening which modifies or interprets the proposed Contract Documents by additions, deletions, clarifications, or corrections

1.3.3 **Article** - The prime subdivision of a Section of the General and/or Technical Specifications.

1.3.4 **Bid** - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed. All Bids will include a Bid Bond in the amount of 5% of the total bid as a surety to CFX that the Bidder will honor the Bid and enter into a Contract with CFX.

1.3.5 **Bidder** - An individual, firm, or corporation submitting a proposal for the proposed work.

1.3.6 **Bridge** - A structure, including supports, erected over a depression or over an obstruction such as water, highway, railway, or for elevated roadway, for carrying traffic or other moving loads and having a length, measured along the center of the roadway, of more than 20 feet between the inside faces of bridge supports. A multi-span box culvert is considered a bridge when the length between the extreme ends of the openings exceeds 20 feet.

1.3.7 **Calendar Day** - Every day shown on the calendar, ending and beginning at midnight.

1.3.8 **CFX** - The Central Florida Expressway Authority. To avoid unnecessary repetition of expressions, whenever in the General Specifications, Technical Specifications, or Special Provisions, the term "CFX" is used, it is understood that "or designated representative" is a part of the term unless specifically indicated otherwise. Such designated representative may be the "Engineer", the "CEI", the "Resident Engineer" or other individual or entity identified by CFX and defined herein.

1.3.9 **Construction Engineering & Inspection (CEI) Consultant** - The firm employed by CFX to observe the progress and quality of the Work being performed by the Contractor.

1.3.10 **Consultant** - The Professional Engineer or engineering firm, registered in the State of Florida, under contract to CFX to perform professional services for CFX. The Consultant may be the Engineer of Record or may provide services through and be subcontracted to the Engineer of Record.

1.3.11 **Contract -** The written agreement between CFX and the Contractor setting forth the obligations of the parties thereto including but not limited to, the performance of the Work, the furnishing of labor and materials, and the basis of payment.

1.3.12 **Contract Bond** - The security furnished by the Contractor and the surety as a guaranty that the Contractor shall fulfill the terms of the Contract and pay all legal debts pertaining to the construction of the project.

1.3.13 **Contract Claim (Claim)** - A written demand submitted to CFX by the Contractor in compliance with Article 2.4 of these General Specifications seeking additional monetary compensation, time and/or other adjustments to the Contract, the entitlement or impact of which is disputed by CFX.

1.3.14 **Contract Documents** - The Contract, addenda (which pertain to the Contract Documents), the Memorandum of Agreement, Contractor's Bid (including documentation accompanying the Bid and any post-bid documentation submitted prior to the Notice of Award), the Notice to Proceed, the Public Construction Bond, these General Specifications, the Technical Specifications, the Standard Specifications, the Contractor's certification required pursuant to Article 3.4 of these General Specifications, the Special Provisions, the Plans, any supplemental

agreements required to complete the construction of the Project and elements incorporated by reference including, but not necessarily limited to, the FDOT Standard Plans (edition per plans).

1.3.15 **Contract Price** - The money payable by CFX to the Contractor for completion of the Work in accordance with the Contract Documents.

1.3.16 **Contract Time** - The number of calendar days allowed for completion of the Work including authorized time extensions.

1.3.17 **Contractor** - The person, firm, or corporation with whom CFX has entered into the Contract.

1.3.18 **Contractor's Engineer of Record** - A Professional Engineer registered in the State of Florida, other than the Engineer of Record or his subcontracted consultant, who undertakes the design and drawing of components of the permanent structure as part of a redesign or Cost Savings Initiative Proposal, or for repair designs and details of the permanent work. The Contractor's Engineer of Record may also serve as the Specialty Engineer.

The Contractor's Engineer of Record must be an employee of a prequalified firm. The firm shall be pre-qualified in accordance with the Rules of the Department of Transportation, Chapter 14-75. Any Corporation or Partnership offering engineering services must hold a Certificate of Authorization from the Florida Department of Business and Professional Regulation.

As an alternate to being an employee of a pre-qualified firm, the Contractor's Engineer of Record may be a Department-approved Specialty Engineer. For items of the permanent work declared by to be "major" or "structural", the work performed by a Department-approved Specialty Engineer must be checked by another Department-approved Specialty Engineer. An individual Engineer may become a Department-approved Specialty Engineer if the individual meets the Professional Engineer experience requirements set forth within the individual work groups in Chapter 14-75, Rules of the Department of Transportation, Florida Administrative Code. Department-approved Specialty Engineers are listed on the State Construction Website. Department-approved Specialty Engineers will not be authorized to perform redesigns or Cost Savings Initiative Proposal designs of items fully detailed in the Plans.

1.3.19 **Controlling Work Items** - The activity or work item on the critical path having the least amount of total float. The controlling item of work will also be referred to as a Critical Activity.

1.3.20 **Culverts** - Any structure not classified as a bridge, which provides an opening under the roadway.

1.3.21 **Delay** - With the exception of the items listed in Subarticle 6.7.3.1 of these General Specifications, any unanticipated event, action, force or factor which extends the Contractor's time of performance of any critical path activity under the Contract. The term delay is intended to cover all such events, actions, forces or factors, whether styled "delay", "disruption", "interference", "impedance", "hindrance" or otherwise, which are beyond the control of and not caused by the Contractor or Contractor's subcontractors, materialmen, suppliers, or other agents. This term does not include Extra Work.

1.3.22 **Director of Construction** - Director of Construction, Central Florida Expressway Authority, acting directly or through an authorized representative.

1.3.23 **Engineer** - The term as may be used in various documents is understood to mean CFX or designated representative.

1.3.24 **Engineer of Record** - The professional engineer or engineering firm, contracted by CFX and registered in the State of Florida, who develops criteria and concept for the Project, performs the analysis and is responsible for the preparation of the plans and specifications.

1.3.25 **Equipment** - The machinery and equipment, together with the necessary supplies for upkeep and maintenance thereof, the tools and all other apparatus necessary for the construction and acceptable completion of the Work.

1.3.26 **Executive Director** - Executive Director, Central Florida Expressway Authority, acting directly or through an assistant or other representative authorized by him; the chief officer of the Central Florida Expressway Authority

1.3.27 **Extra Work** - Any Work which is required by CFX to be performed and which is not otherwise covered or included in the project by the existing Contract Documents, whether it be in the nature of additional work, altered work, deleted work, work due to differing site conditions or otherwise. This term does not include a "delay."

1.3.28 **Federal, State, and Local Rules and Regulations -** The term "Federal, State and Local Rules and Regulations" includes: any and all Federal, State, and Local laws, bylaws, ordinances, rules, regulations, orders, permits, or decrees including environmental laws, rules, regulations, and permits.

1.3.29 **Force Account** - Work authorized by CFX and performed in addition to that set forth in the original Contract and is paid on an actual cost basis plus a fixed percent markup and stipulated rental rates for equipment. All costs paid under Force Account will be fully documented and signed by both parties not later than the following work day.

1.3.30 **Highway, Street, or Road** - A general term denoting a public way for purposes of vehicular travel, including the entire area within the right-of-way.

1.3.31 **Holidays** - Martin Luther King, Jr. Day; Memorial Day; the Saturday and Sunday immediately preceding Memorial Day; Independence Day; Independence Day (Observed); Labor Day; the Friday, Saturday, and Sunday immediately preceding Labor Day; Veterans Day; Veterans Day (Observed); the Wednesday immediately preceding Thanksgiving Day; Thanksgiving Day; the Friday, Saturday and Sunday immediately following Thanksgiving Day; and December 24 through January 2, inclusive.

1.3.32 **Inspector** - An authorized representative of the Engineer, assigned to make official inspections of the materials furnished and of the work performed by the Contractor and to monitor compliance with the Plans and Specifications of the Contract.

1.3.33 **Invitation to Bid** - The invitation by which the Contractor submitted its Bid for the Work.

1.3.34 **Laboratory -** A Testing facility certified with the Florida Department of Transportation.

1.3.35 **Major Item of Work** - Any item of Work having an original Contract value in excess of 5% of the original Contract amount.

1.3.36 **Materials** - Any substances to be incorporated in the Work.

1.3.37 **Median** - The portion of a divided highway or street separating the traveled ways for traffic moving in opposite directions.

1.3.38 **Memorandum of Agreement** - A formal summarization of the Project Pre-Award meeting, signed by CFX and a representative of the Contractor and made part of the contract documents.

1.3.39 **Notice to Proceed** - A written notice given by CFX to the Contractor fixing the latest date on which the Contract Time will commence to run and on which the Contractor shall start to perform the Contractor's obligations under the Contract Documents.

1.3.40 **Plans** - The drawings which show the scope, extent, and character of the Work to be furnished and performed by the Contractor and which are referred to in the Contract Documents.

1.3.41 **Project** - The total construction of which the Work to be provided under the Contract Documents may be the whole or a part as indicated elsewhere in the Contract Documents.

1.3.42 **Public Construction Bond** - The security furnished by the Contractor and the surety as a guaranty that the Contractor will fulfill the terms of the Contract in accordance with the Contract Documents and pay all legal debts pertaining to the construction of the Project.

1.3.43 **Resident Engineer** - The authorized representative of the CEI who may be assigned to the site or any part thereof.

1.3.44 **Right of Way** - The land to which CFX has title or right of use for the road and its structures and appurtenances and for material pits furnished or to be furnished by CFX.

1.3.45 **Roadbed** - That portion of the roadway occupied by the subgrade and shoulders.

1.3.46 **Roadway** - The portion of a highway within the limits of construction.

1.3.47 **Shop Drawings** - All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for the Contractor and submitted by the Contractor to illustrate some portion of the Work.

1.3.48 **Shoulder** - That portion of the roadbed outside the edges of the travel way (or back of curb) and extending to the top of front slopes. The shoulders may be either paved or unpaved.

1.3.51 **Special Event** - Any event, including but not limited to, a festival, fair, run or race, motorcade, parade, civic activity, cultural activity, charity or fund drive, sporting event, rocket/shuttle launch or similar activity.

1.3.49 **Special Provisions** - Specific requirements for the Project not otherwise addressed in the General Specifications, Technical Specifications, or Standard Specifications.

1.3.50 **Specialty Engineer** - A Professional Engineer registered in the State of Florida (specifically other than the Engineer of Record or its subcontracted consultant) who undertakes the design and drawing preparation of components, systems, or installation methods and equipment for specific portions of the Project Work. The Specialty Engineer may be an employee or officer of the Contractor or a fabricator, an employee or officer of an entity providing components to a fabricator or an independent consultant.

A Specialty Engineer shall be qualified in accordance with the Rules of the Florida Department of Transportation, Chapter 14-75, Florida Administrative

Code. Any corporation or partnership, which offers engineering services, must have their business registered with the Florida State Board of Professional Engineers and be qualified as a Professional Engineer licensed in Florida. Prior approval by CFX is required if the Contractor wishes to use a Specialty Engineer not qualified in accordance with Chapter 14-75. Approval must be received prior to proceeding with the specialty design.

For items of Work not specifically covered by Chapter 14-75, a Specialty Engineer will be considered qualified if he/she has the following qualifications:

1. Registration as a Professional Engineer in the State of Florida
2. Education and experience necessary to perform the submitted design as required by the Florida Department of Professional Regulation.

1.3.52 **Specifications** - The directions, provisions, and requirements contained in the General Specifications, Technical Specifications, Special Provisions, and Standard Specifications.

1.3.53 **Standard Plans** - "Standard Plans for Road and Bridge Construction", an electronic book describing and detailing aspects of the Work. Where the term Design Standards appears in the Contract Documents, it will be synonymous with Standard Plans.

1.3.54 **Standard Specifications** - The FDOT Standard Specifications for Road and Bridge Construction, 2023-24 edition, Divisions II and III, hereby incorporated by reference and as may be amended in the Technical Specifications and Plans. Division I of the FDOT Standard Specifications is specifically not included in this definition and is not a part of the Contract Documents.

1.3.55 **State** - State of Florida

1.3.56 **Subarticle** - Any headed subdivision of an Article of the General Specifications, Technical Specifications, or Standard Specifications.

1.3.57 **Subgrade** - That portion of the roadbed immediately below the base course or pavement (including below the curb and gutter, valley gutter, shoulder and driveway pavement), the limits of which will ordinarily include those portions of the roadway bed shown in the plans to be constructed to a design bearing value or to be otherwise specially treated. Where no limits are shown in the plans, the subgrade section shall be considered to extend to a depth of 12 inches below the bottom of the base or pavement and outward to 6 inches beyond the base, pavement or curb and gutter.

1.3.58 **Subcontractor** - An individual, firm or corporation having a direct contract with the Contractor or with any other subcontractor for performance of a part of the Work at the site.

1.3.59 **Substantial Completion** - The completion of all pay item Work in its entirety in conjunction with the performance of the semi-final inspection. As a minimum the following conditions apply:

1. All pay item work is installed and functioning including Supplemental Agreement Work, Force Account, or Extra Work.
2. All disturbed areas have been restored and vegetative growth is emerging including landscaping.
3. All erosion control measures have been removed, and sediments removed from traps and drainage structures.
4. All pavement areas are complete and final signing and striping in place.
5. All Signals, Lighting, ITS, and Tolling systems are tested, commissioned, and operating.
6. All roadway appurtenances are installed, intact, and functioning such as signs, guardrail, striping, rumble strips, curbing, sidewalk, etc.
7. All structures such as bridges, walls, barriers, attenuators, overhead trusses, toll buildings, tolling gantries, etc. are in place with their final coatings applied, and devoid of blemishes or graffiti.
8. All temporary traffic control devices are removed, and traffic is using the facility as designed.
9. All testing is complete and documentation submitted.

Direction by CFX to open a bridge or roadway or portion thereof does not constitute an acceptance or Substantial Completion of the Project or portion of the Project or waive any part of the Contract provisions.

1.3.60 **Substructure** – All of that part of a bridge structure below the bridge seats including the parapets, backwalls and wingwalls of abutments.

1.3.61 **Superintendent** - The Contractor’s authorized representative responsible and in charge of the Work.

1.3.62 **Superstructure** - The entire bridge structure above the substructure including anchorage and anchor bolts but excluding the parapets, backwalls, and wingwalls of abutments.

1.3.63 **Supplemental Agreement** - A written agreement between CFX and the Contractor, signed by the surety, modifying the Contract within the limitations set forth in these specifications.

1.3.64 **Surety** - The corporate body that is bound by the Contract Bond with and for the Contractor and responsible for the performance of the Contract and for payment of all legal debts pertaining thereto.

1.3.65 **Supplier** - A manufacturer, fabricator, supplier, distributor, materialmen, or vendor having a direct contract with the Contractor or with any subcontractor to furnish materials or equipment to be incorporated in the Work by the Contractor or any subcontractor.

1.3.66 **Technical Specifications** - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards, and workmanship as applied to the Work associated with road and bridge construction.

1.3.67 **Travel Way** - The portion of the roadway for the movement of vehicles, exclusive of shoulders and bicycle lanes.

1.3.68 **Unilateral Adjustment** - A payment of money or granting of Contract time made to the Contractor by CFX for sums CFX determines to be due to the Contractor for work performed on the project, and whereby the Contractor by acceptance of such payment does not waive any rights the Contractor may otherwise have against CFX for payment of any additional sums the Contractor claims are due for the work.

1.3.69 **Work** - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work includes and is the result of performing or furnishing labor and furnishings and incorporating materials and equipment into the construction and performing or furnishing services and furnishing documents all as required by the Contract Documents.

1.3.70 **Working Day -** Any calendar day on which the Contractor works or is expected to work in accordance with the approved work progress schedule.

1.3.71 **Work Order Allowance** - A monetary amount established by CFX and included in the Contract Price to cover the cost of Work, that may or may not be anticipated, but is not otherwise defined by the Plans or Specifications. No Work paid for under the Work Order Allowance shall be performed until written authorization is given to the Contractor by CFX. Any amount remaining in the Allowance upon completion and acceptance of the project remains the property of CFX.

END OF SECTION 1

SECTION 2 - SCOPE OF WORK

2.1 Intent of Contract

It is the intent of the Contract Documents to provide for the construction and completion of every detail of the Work described in the Contract Documents. Any labor, documentation, services, Materials, or Equipment that may be reasonably inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result shall be provided whether or not specifically called for, at no additional cost to CFX.

Upon execution of the Contract, written communication associated with the Contract may be conducted using a paperless electronic means. When the Specifications require a submission of documentation, such documents may be submitted and exchanged electronically.

Documents requiring a signature may be executed electronically by both parties in accordance with Chapter 668, Florida Statutes, and have the same force and effect as a written signature. All persons requiring access to any collaboration sites shall be identified during the preconstruction conference and instructions for access to this site will be discussed and documented in the minutes. Persons may be added or removed during the life of the Contract on an as needed basis. All signatories executing documents electronically must acquire digital signature certificates.

2.2 Work Not Covered by the General Specifications

Proposed construction and any contractual requirements not covered by these General Specifications may be covered by notes shown on the Plans or by the Technical Specifications, Technical Special Provisions or Special Provisions for the Contract.

2.3 Alteration of Plans

2.3.1 General: CFX reserves the right to make, at any time prior to or during the progress of the Work, such increases or decreases in quantities, whether a significant change or not, and such alterations in the details of construction, whether a significant change or not, including but not limited to alteration in the grade or alignment of the road or structure or both, as may be found necessary or desirable by CFX. Such increases, decreases or alterations shall not constitute a breach of Contract, shall not invalidate the Contract, nor release the Surety from any liability arising out of this Contract or the Surety bond. The Contractor agrees to perform the Work, as altered, the same as if it had been part of the original Contract.

The term "significant change" applies only when:

A) CFX determines that the Work as altered differs materially in kind or nature from that involved or included in the original proposed construction or

B) A Major Item of Work, as defined in Section 1, is increased in excess of 125% or decreased below 75% of the original Contract quantity. CFX will apply any price adjustment for an increase in quantity only to that portion in excess of 125% of the original Contract item quantity, or in case of a decrease below 75% to the actual amount of work performed, such allowance to be determined in accordance with 2.3.2, below.

In the instance of A) above, the determination by CFX shall be final and shall not be subject to challenge by the Contractor except through the claims procedure as described herein.

2.3.2 Increase, Decrease, or Alteration in the Work: CFX reserves the right to make alterations in the character of the Work which involve a substantial change in the nature of the design or in the type of construction or which materially increases or decreases the cost or time of performance. Such alteration shall not constitute a breach of Contract, shall not invalidate the Contract or release the Surety.

Notwithstanding that the Contractor shall have no formal right whatsoever to any extra compensation or time extension deemed due by the Contractor for any cause unless and until the Contractor follows the procedures set forth in 2.4.2 for preservation, presentation and resolution of the claim, the Contractor may at any time, after having otherwise timely provided a notice of intent to claim or preliminary time extension request pursuant to 2.4.2, submit to CFX a request for equitable adjustment of compensation or time or other dispute resolution proposal. The Contractor shall in any request for equitable adjustment of compensation, time, or other dispute resolution proposal certify under oath and in writing, in accordance with the formalities required by Florida law, that the request is made in good faith, that any supportive data provided are accurate and complete to the Contractor's best knowledge and belief, and that the amount of the request accurately reflects what the Contractor in good faith believes to be CFX's responsibility. Such certification must be made by an officer or director of the Contractor with the authority to bind the Contractor. Any such certified statements of entitlement and costs shall be subject to the audit provisions set forth in 2.4.13. While the submittal or review of a duly certified request for equitable adjustment shall neither create, modify, nor activate any legal rights or obligations as to the Contractor or CFX, CFX will review the content of any duly certified request for equitable adjustment or other dispute resolution proposal, with any further action or inaction by CFX thereafter being in its

sole discretion. Any request for equitable adjustment that fails to fully comply with the certification requirements will not be reviewed by CFX.

The monetary compensation provided for below constitutes full and complete payment for such additional work and the Contractor shall have no right to any additional monetary compensation for any direct or indirect costs or profit for any such additional work beyond that expressly provided below. The Contractor shall be entitled to a time extension only to the extent that the performance of any portion of the additional work is a controlling work item and the performance of such controlling work item actually extends completion of the project due to no fault of the Contractor. All time related costs for actual performance of such additional work are included in the compensation already provided below and any time extension entitlement hereunder will be without additional monetary compensation. The Contractor shall have no right to any monetary compensation or damages whatsoever for any direct or indirect delay to a controlling work item arising out of or in any way related to the circumstances leading up to or resulting from additional work (but not relating to the actual performance of the additional work, which is paid for as otherwise provided herein), except only as provided for under 2.4.5.3.

2.3.2.1 Allowable Costs for Extra Work: The CEI may direct in writing that extra work be done and, at the CEI's sole discretion, the Contractor will be paid pursuant to an agreed Supplemental Agreement or in the following manner:

(a) Labor and Burden: The Contractor will receive payment for actual costs of direct labor and burden for the additional or unforeseen work. Labor includes foremen actually engaged in the work; and will not include project supervisory personnel nor necessary on-site clerical staff, except when the additional or unforeseen work is a controlling work item and the performance of such controlling work item actually extends completion of the project due to no fault of the Contractor. Compensation for project supervisory personnel, but in no case higher than a Project Manager's position, shall only be for the pro-rata time such supervisory personnel spent on the contract. In no case shall an officer or director of the Company, nor those persons who own more than 1 % of the Company, be considered as project supervisory personnel, direct labor or foremen hereunder.

Payment for burden shall be limited solely to the following:

Table 2.3.2.1

Item	Rate
FICA	Rate established by Law
FUTA/SUTA	Rate established by Law
Medical Insurance	Actual
Holidays, Sick & Vacation benefits	Actual
Retirement benefits	Actual
Workers Compensation	Rates based on the National Council on Compensation Insurance basic rate tables adjusted by Contractor's actual experience modification factor in effect at the time of the additional work or unforeseen work.
Per Diem	Actual but not to exceed State of Florida's rate
Insurance*	Actual

*Compensation for Insurance is limited solely to General Liability Coverage and does not include any other insurance coverage (such as, but not limited to, Umbrella Coverage, Automobile Insurance, etc.).

At the pre-construction conference, certify to the CEI the following:

(1) A listing of on-site clerical staff, supervisory personnel and their pro-rated time assigned to the Contract,

(2) Actual Rate for items listed in Table 2.3.2.1,

(3) Existence of employee benefit plan for Holiday, Sick and Vacation benefits and a Retirement Plan, and,

(4) Payment of Per Diem is a company practice for instances when compensation for Per Diem is requested.

Such certification must be made by an officer or director of the Contractor with authority to bind the Contractor. Timely certification is a condition precedent to any right of the Contractor to recover compensations for such costs, and failure to timely submit the certification will constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to recover such costs. Any subsequent changes shall be certified to the CEI as part of the cost proposal or seven calendar days in advance of performing such extra work.

(b) Materials and Supplies: For materials accepted by the CEI and used on the project, the Contractor will receive the actual cost of such materials incorporated into the work, including Contractor paid transportation charges (exclusive of equipment as hereinafter set forth). For supplies reasonably needed for performing the work, the Contractor will receive the actual cost of such supplies.

(c) Equipment: For any machinery or special equipment (other than small tools), including fuel and lubricant, the Contractor will receive 100% of the "Rental Rate Blue Book" for the actual time that such equipment is in operation on the work, and 50% of the "Rental Rate Blue Book" for the time the equipment is directed to standby and remain on the project site, to be calculated as indicated below. The equipment rates will be based on the latest edition (as of the date the work to be performed begins) of the "Rental Rate Blue Book for Construction Equipment", as published by EquipmentWatch, a division of Informa Business Media, Inc., using all instructions and adjustments contained therein and as modified below. On all projects, the CEI will adjust the rates using regional adjustments and Rate Adjustment Tables according to the instructions in the "Rental Rate Blue Book."

Allowable Equipment Rates will be established as set out below:

(1) Allowable Hourly Equipment Rate = Monthly Rate/176 x Adjustment Factors x 100%.

(2) Allowable Hourly Operating Cost = Hourly Operating Cost x 100%.

(3) Allowable Rate Per Hour = Allowable Hourly Equipment Rate + Allowable Hourly Operating Cost.

(4) Standby Rate = Allowable Hourly Equipment Rate x 50%.

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

CFX will allow for the cost of transporting the equipment to and from the location at which it will be used. If the equipment requires assembly or disassembly for transport, CFX will pay for the time to perform this work at the rate for standby equipment.

Equipment may include vehicles utilized only by Labor, as defined above.

(d) Indirect Costs, Expenses, and Profit: Compensation for all indirect costs, expenses, and profit of the Contractor, including but not limited to overhead of any kind, whether jobsite, field office, division office, regional office, home office, or otherwise, is expressly limited to the greater of either (1) or (2) below:

(1) Solely a mark-up on the payments in (a) through (c), above in accordance with the corresponding portions of section 7.4.

(i) Bond: The Contractor will receive compensation for any premium for acquiring a bond for such additional or unforeseen work at the original contract bond rate paid by the Contractor. Should the Contractor have previously elected to provide subguard coverage in lieu of requiring a bond from a sub on the original work, the Contractor shall be entitled to reimbursement for the subguard premium for the added work upon proof of said premium.

(ii) The Contractor will be allowed a markup of 10% on the first $50,000 and a markup of 5% on any amount over $50,000 on any subcontract directly related to the additional or unforeseen work. Any such subcontractor mark-up will be allowed only by the prime Contractor and a first-tier subcontractor, and the Contractor must elect the markup for any eligible first tier subcontractor to do so.

(2) Solely the formula set forth below and only as applied solely as to such number of calendar days of entitlement that are in excess of ten cumulative calendar days as defined below.

$$D = \frac{A \times C}{B}$$

Where A = Original Contract Amount

B = Original Contract Time

C = 8%

D = Average Overhead Per Day

Cumulative Calendar Days is defined as the cumulative total number of calendar days granted for a time extension due to delay of a controlling work item caused solely by CFX, or the cumulative total number of calendar days for which entitlement to a time extension due to delay of a controlling work item caused solely by CFX is otherwise ultimately determined in favor of the Contractor.

Further, in the event there are concurrent delays to one or more controlling work items, one or more being caused by CFX and one or more being caused by the Contractor, the Contractor shall be entitled to a time extension for each day that a controlling work item is delayed by CFX but shall have no right to nor receive any monetary compensation for any indirect costs for any days of concurrent delay. No compensation will be paid to the Contractor for any jobsite overhead and other indirect impacts when the total number of calendar days granted for time extension due to delay of a controlling work item is equal to or less than ten calendar days and the Contractor also fully assumes all monetary risk of any and all partial or single calendar day delay periods, due to delay of a controlling work item that when cumulatively totaled together are equal to or less than ten calendar days. All calculations under this provision shall exclude days granted for performing additional work.

2.3.2.2 Subcontracted Work: For work performed by a subcontractor, compensation for the additional or unforeseen work shall be solely limited to as provided for in 2.3.2.1 (a), (b), (c) and (d)(1), with the exception of, in the instance of subcontractor performed work only, the subcontractor may receive compensation for any premium for acquiring a bond for the additional or unforeseen work; provided, however, that such payment for additional subcontractor bond will only be paid upon presentment to CFX of clear and convincing proof that the subcontractor has actually provided and paid for separate bond premiums for such additional or unforeseen work in such amount. The Contractor shall require the subcontractor to provide a certification, in accordance with 2.3.2.1(a), as part of the cost proposal and provide such to the CEI. Such certification must be made by an officer or director of the subcontractor with authority to bind the subcontractor. Timely certification is a condition precedent to any right of the Contractor to recover compensation for such subcontractor costs, and failure to timely submit the certification will constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to recover such subcontractor costs.

2.3.3 No Waiver of Contract: Changes made by CFX will not be considered to waive any of the provisions of the Contract, nor may the Contractor make any claim for loss of anticipated profits because of the changes or by reason of any variation between the approximate quantities and the quantities of Work actually performed. All Work shall be performed as directed by CFX and in accordance with the Contract Documents.

2.3.4 Suspensions of Work Ordered by CFX: If the performance of all or any portion of the Work is suspended or delayed by CFX, in writing, for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes additional compensation is due as a result of such suspension or delay, the Contractor shall submit to CFX in writing a request for adjustment within 7 calendar days of receipt of the notice to resume Work. The request shall be complete, set forth all the reasons and support for such adjustment.

CFX will evaluate the Contractor's request. If CFX agrees the cost and/or time required for the performance of the Contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers or subcontractors at any approved tier (and not caused by weather), CFX will make an adjustment (excluding profit) and modify the Contract in writing accordingly. CFX will notify the Contractor whether an adjustment of the Contract is warranted.

No Contract adjustment will be allowed unless the Contractor has submitted the complete request for adjustment within the time prescribed.

No Contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for, excluded under, or effectively precluded by any other term or condition of the Contract.

2.3.5 Conditions Requiring Supplemental Agreement: A Supplemental Agreement will be used to clarify the Plans and Specifications of the Contract; to document quantities that deviate from the original Contract amount; to provide for unforeseen Work, grade changes or alterations in Plans which could not reasonably have been contemplated or foreseen in the original Plans and Specifications; to change the limits of construction to meet field conditions; to provide a safe and functional connection to an existing pavement; to make the project functionally operational in accordance with the intent of the original Contract and subsequent amendments thereto; to settle Contract claims.

No Work covered by a Supplemental Agreement shall be performed before written authorization is given by CFX. Such written authorization will set forth the prices and other pertinent information and will be promptly reduced to written Contract document form.

2.3.6 Unilateral Payments: Unilateral Payments will be used to pay the Contractor for Work performed on the Project when:

a) The Contractor agrees to perform the Work at an agreed upon cost but refuses to timely execute a Supplemental Agreement so as to allow timely payment for the Work by CFX or,

b) CFX and the Contractor cannot agree on the cost of the Work and the Contractor refuses to execute a Supplemental Agreement or,

c) CFX determines it is in the best interest to make a Unilateral Payment for Work CFX directed to be performed in lieu of pursuing a Supplemental Agreement.

2.3.7 Extra Work: Alterations, changes, additional or unforeseen Work of the type already provided by the Contract for which there is a Contract Price will be paid for at such Contract price.

Alterations, changes, additional or unforeseen Work having no quantity or price provided in the Contract will be paid at a negotiated price. Where the cost is negotiated, the Contractor shall submit an estimate to CFX in terms of labor, Materials, Equipment, overhead with a time impact analysis, and other expenses incurred solely as a result of the alteration, change, additional or unforeseen Work as stipulated in 2.3.2.

Where a price cannot be negotiated for alterations, changes, additional or unforeseen Work having no quantity or price provided in the Contract, payment will be made in accordance with 2.3.2.

2.3.8 Connections to Existing Pavements, Drives, and Walks: Limits of construction at the beginning and end of the Project are detailed in the Plans and will generally be adhered to; however, where in the opinion of CFX it is necessary to extend the construction in order to make suitable connections to existing pavement, such change may be permitted upon written authorization.

For any connections to existing walks and drives which are necessary although not indicated on the Plans, proper connections shall be made at the direction of CFX in accordance with the FDOT's Standard Plans identified in the Contract Documents.

2.3.9 Differing Site Conditions: During the progress of the Work, if subsurface or latent conditions are encountered at the site differing materially from those indicated on the Plans or in the Specifications or if unknown physical conditions of an unusual nature (differing materially from those ordinarily encountered and generally recognized as inherent in the Work) are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and before the affected Work is performed.

Upon written notification from the Contractor, CFX will have the conditions investigated and if it is determined that the conditions differ materially and cause an increase or decrease in the cost or time required for the performance of any Work under the Contract, an adjustment (excluding loss of anticipated profits) will be made and the Contract modified in writing accordingly. CFX will notify the Contractor whether an adjustment of the Contract is warranted.

No Contract adjustment that results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice.

No Contract adjustment will be allowed under this clause for any impacts caused to or by any other projects.

2.3.10 Changes Affecting Utilities: The Contractor shall be responsible for identifying and assessing any potential impacts to a utility that may be caused by the changes proposed by the Contractor and the Contractor shall, at the time of making the request for change, notify CFX in writing of any such potential impacts to utilities.

CFX approval of a Contractor proposed change does not relieve the Contractor of sole responsibility for all utility impacts, costs, delays or damages, whether direct or indirect, resulting from Contractor initiated changes in the design or construction activities from those in the original Contract, design plans (including traffic control plans) or other Contract Documents and which effect a change in utility work different from that shown in the utility plans, joint project agreements or utility relocation schedules.

2.3.11 Cost Savings Initiative Proposal

2.3.11.1 Intent and Objective: This subarticle applies to any Cost Savings Initiative Proposal (CSIP) that the Contractor initiates and develops for the purpose of refining the Contract to increase cost effectiveness or significantly improve the quality of the end result. Any potential CSIPs being considered by the Contractor shall NOT be discussed at the pre-award meeting, as this meeting is for the sole purpose of discussing the Contractor's bid and the documents on which the bid is based. Subsequent to Contract execution and prior to Contract Time beginning, a mandatory Cost Savings Initiative Workshop will be held for the Contractor and CFX to discuss potential Proposals.

This subarticle does not apply to any CSIP unless the Contractor identifies it at the time of its submission to CFX as a CSIP submitted in accordance with this subarticle.

CFX will consider CSIPs that, in the sole opinion of CFX, will result in net savings to CFX by providing a decrease on the cost of the Contract. Additionally, the CSIP

must result in savings without impairing essential functions and characteristics such as safety, service life, reliability, economy of operation, ease of maintenance, aesthetics, and necessary standard design features. CFX will not recognize the Contractor's elimination of work or correction of plan errors that result in a cost reduction as a CSIP.

CFX reserves the right to reject, at its sole discretion, any CSIP submitted that proposes a change in the design of the pavement system or that would require additional right-of-way. Pending CFX's execution of a formal supplemental agreement implementing an approved CSIP, the Contractor shall remain obligated to perform the Work in accordance with the terms of the Contract. CFX is under no obligation to grant time extensions to allow for the time required to develop and review a CSIP.

For potential CSIPs not discussed between Contract Execution and Contract Time beginning, a mandatory concept meeting will be held between CFX and the Contractor to discuss the potential CSIP prior to its development.

2.3.11.2 Data Requirements: As a minimum, the Contractor shall submit the following information with each CSIP:

1. a description of the differences between the existing Contract requirements, including any time extension request, and the proposed change, and the comparative advantages and disadvantages.

2. separate detailed (Labor, Equipment, Material, and Subcontract) cost estimates for both the existing Contract requirement and the proposed change. Allocate the above detailed cost estimates by pay item numbers indicating quantity increases or decreases and deleted pay items. Identify additional proposed work not covered by pay items within the Contract, by using pay item numbers in the FDOT Basis of Estimates Manual. In preparing the estimates, include overhead, profit, and bond within pay items in the Contract. Separate pay item(s) for the cost of overhead, profit, and bond will not be allowed.

3. an itemization of the changes, deletions, or additions to plan details, plan sheets, Standard Plans, and Specifications that are required to implement the CSIP if CFX adopts it. Provide preliminary plan drawings sufficient to describe the proposed changes.

4. engineering or other analysis in sufficient detail to identify and describe specific features of the Contract that must be changed if CFX accepts the CSIP with a proposal as to how the changes can be accomplished and an assessment of their effect on other Project elements. CFX may require that engineering analyses be performed by a Specialty Engineer in the applicable class of work. Support all

design changes that result from the CSIP with drawings and computations signed and sealed by the Contractor's Specialty Engineer. Written documentation or drawings shall be provided that clearly delineate the responsibility of the Contractor's Specialty Engineer.

5. the date by which CFX must approve the CSIP to obtain the total estimated cost reduction during the remainder of the Contract, noting any effect on the Contract completion time or delivery schedule.

6. a revised Project schedule that would be followed upon approval of the CSIP. The schedule shall include submittal dates and review time for CFX review.

2.3.11.3 Processing Procedures: The Contractor shall submit the CSIP to CFX. CFX will process the CSIP expeditiously; however, CFX is not liable for any delay in acting upon a CSIP submitted pursuant to this subarticle. The Contractor may withdraw, in whole or in part, a CSIP not accepted by CFX within the period specified in the CSIP. CFX is not liable for any CSIP development cost in the case where CFX rejects, or the Contractor withdraws, a CSIP.

CFX is the sole judge of the acceptability of a CSIP and of the estimated net savings in construction costs from the adoption of all or any part of the CSIP. In determining the estimated net savings, CFX reserves the right to disregard the Contract bid prices if, in the judgment of CFX, such prices do not represent a fair measure of the value of the Work to be performed or to be deleted.

Prior to approval, CFX may modify a CSIP, with the concurrence of the Contractor, to make it acceptable. If any modification increases or decreases the net savings resulting from the CSIP, CFX will determine the Contractor's fair share upon the basis of the CSIP as modified and upon final quantities. CFX will compute the net savings by subtracting the revised total cost of all bid items affected by the CSIP from the total cost of the same bid items as represented in the Contract, provided that in the sole judgment of CFX that such bid item prices represent fair measure of the value of the associated work.

Prior to approval of the CSIP that initiates the supplemental agreement, provide acceptable Contract-quality plan sheets revised to show all details consistent with the CSIP design.

2.3.11.4 Computation for Change in Contract Cost Performance: If the CSIP is adopted, the Contractor's share of the net savings as defined hereinafter represents full compensation to the Contractor for the CSIP.

CFX will include its cost to process and implement a CSIP in the estimate.

2.3.11.5 Conditions of Acceptance for Major Design Modifications of Category 2 Bridges: A CSIP that proposes major design modifications of a category 2 bridge, as determined by CFX, shall have the following conditions of acceptance:

1. All bridge plans relating to the CSIP shall undergo an independent peer review conducted by a single independent engineering firm referred to for the purpose of this requirement as the Independent Review Engineer (IRE). The IRE shall not be the originator of the CSIP design and shall be pre-qualified by FDOT in accordance with Rule 14-75, Florida Administrative Code. The independent peer review is intended to be a comprehensive and thorough verification of the original Work, giving assurance that the design is in compliance with all CFX requirements. The IRE's comments, along with the resolution of each comment, shall be submitted to CFX. The IRE shall sign and seal the submittal cover letter stating that all comments have been adequately addressed and the design is in compliance with CFX's requirements. If there are any unresolved comments, the IRE shall specifically list all unresolved issues in the signed and sealed cover letter.

2. CFX reserves the right to require the Contractor's Specialty Engineer to assume responsibility for the design of the entire structure.

3. New designs and independent peer reviews shall be in compliance with all applicable CFX, FDOT, and AASHTO criteria requirements including bridge loading ratings.

2.3.11.6 Sharing Arrangements: If CFX approves a CSIP, the Contractor will receive 50% of the net reduction in the cost of performance of the Contract as determined by the final negotiated agreement between the Contractor and CFX. The net reduction will be determined by subtracting from the savings of the construction costs the reasonable documented engineering costs incurred by the Contractor to design and develop a CSIP and CFX's direct costs for reviewing the CSIP. Contractor's engineering costs will be based on the Specialty Engineer's certified invoice and may include the costs of the IRE. The Contractor's total engineering costs to be subtracted from the savings to determine the net reduction will be limited to 25% of the construction savings and will not include any markup by the Contractor for the costs for engineering services performed by the Contractor.

2.3.11.7 Notice of Intellectual Property Interests and CFX's Future Rights to a CSIP: The Contractor's CSIP submittal shall identify with specificity any and all forms of intellectual property rights that either the Contractor or any officer, shareholder, employee, consultant, or affiliate, of the Contractor, or any other entity who contributed in any measure to the substance of the Contractor's CSIP development, have or may have that are in whole or in part implicated in the CSIP. Such required intellectual property rights notice includes, but is not limited to, disclosure of any:

issued patents, copyrights, or licenses; pending patent, copyright or license applications; and any intellectual property right that though not yet issued, applied for or intended to be pursued, could nevertheless otherwise be subsequently the subject of patent, copyright or license protection by the Contractor or others in the future. The notice requirement does not extend to intellectual property rights as to stand-alone or integral components of the CSIP that are already on the FDOT's APL or Standard Plans, Standard Plans indexes, or are otherwise generally known in the industry as being subject to patent or copyright protection.

Notwithstanding Article 5.3 of the General Specifications nor any provisions of the Standard Specifications, upon acceptance of the CSIP, the Contractor grants to CFX and its contractors (such grant being expressly limited solely to any and all existing or future CFX construction projects and any other CFX projects that are partially or wholly funded by or for CFX) a royalty-free and perpetual license under all forms of intellectual property rights to manufacture, to use, to design, to construct, to disclose, to reproduce, to prepare and fully utilize derivative works, to distribute, display and publish, in whole or in part, and to permit others to do any of the above, and to otherwise in any manner and for any purpose whatsoever do anything reasonably necessary to fully utilize any and all aspects of such CSIP on any and all existing and future construction projects and any other CFX projects.

The Contractor shall hold harmless and indemnify CFX and its contractors and others in privity therewith from and against any and all claims, liabilities, other obligations or losses, and reasonable expenses related thereto (including reasonable attorney's fees) which are incurred or are suffered by any breach of the foregoing grants, and regardless of whether such intellectual property rights were or were not disclosed by the Contractor pursuant to the language herein, unless CFX has by express written exception in the CSIP acceptance process specifically released the Contractor from such obligation to hold harmless and indemnify as to one or more disclosed intellectual property rights.

2.4 Claims by Contractor

2.4.1 General: When the Contractor deems that extra compensation, or a time extension is due beyond that agreed to by CFX, whether due to delay, additional Work, altered Work, differing site conditions, breach of Contract, or for any other cause, the Contractor shall follow the procedures set forth herein for preservation, presentation, and resolution of the claim.

2.4.2 Notice of Claim:

2.4.2.1 Claims For Extra Work: Where the Contractor deems that additional compensation or a time extension is due for Work or Materials not expressly provided for in the Contract or which is by written directive expressly ordered by CFX pursuant to 2.3, the Contractor shall notify CFX in writing, including the words "NOTICE OF CLAIM" in the document heading of the intention to make a claim for additional compensation before beginning the Work on which the claim is based, and if seeking a time extension, the Contractor shall also submit a preliminary request for time extension pursuant to 6.7.3 within ten (10) calendar days after commencement of a delay. Within (10) calendar days after the elimination of the delay, the Contractor shall submit a request for Contract Time extension pursuant to 6.7.3. If such notification is not given and CFX is not afforded the opportunity for keeping strict account of actual labor, Materials, Equipment, and time, the Contractor waives the claim for additional compensation or a time extension. Such notice by the Contractor, and the fact that CFX has kept account of the labor, Materials, and Equipment, and time, shall not in any way be construed as establishing the validity of the claim or method for computing any compensation or time extension for such claim. Notice of the amount of the claim with supporting data shall be delivered within sixty days after the start of such occurrence or event (unless CFX allows additional time for the Contractor to submit additional or more accurate data in support of the claim) and shall be accompanied by the Contractor's written statement that the adjustment claimed covers all known amounts to which the Contractor is entitled as a result of said occurrence or event. For any claim or part of a claim that pertains solely to final estimate quantity disputes the Contractor shall submit full and complete claim documentation as described in 2.4.3, as to such final estimate claim dispute issues, within 30 calendar days of the Contractor's receipt of CFX's Offer of Final Payment. Submission of timely notice of intent to file a claim, preliminary time extension request, time extension request, and the claim, together with full and complete claim documentation, are each a condition precedent to the Contractor bringing any arbitration or other formal claims resolution proceeding against CFX for the items and for the sums or time set forth in the Contractor's written claim, and the failure to provide such notice of intent, preliminary time extension request, time extension request, claim and full and complete claim documentation within the time required shall constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to additional compensation or a time extension for such claim.

2.4.2.2 Claims For Delay: Where the Contractor deems that additional compensation or a time extension is due on account of delay, differing site conditions, breach of Contract, or any other cause other than for Work or Materials not expressly provided for in the Contract (Extra Work) or which is by written directive of CFX expressly ordered by CFX pursuant to 2.3, the Contractor shall submit a written notice of intent

to CFX within 48 hours after commencement of a delay to a Work item on the critical path expressly notifying CFX that the Contractor intends to seek additional compensation, and if seeking a time extension, the Contractor shall also submit a preliminary request for time extension pursuant to 6.7.3 within 48 hours after commencement of a delay to a Work item on the critical path, as to such delay and providing a reasonably complete description as to the cause and nature of the delay and the possible impacts to the Contractor's Work by such delay. Within (10) calendar days after the elimination of the delay, the Contractor shall submit a request for Contract Time extension pursuant to 6.7.3. The timely providing of a written notice of intent or preliminary time extension request to CFX are each a condition precedent to any right on behalf of the Contractor to request additional compensation or an extension of Contract Time for that delay, and the failure of the Contractor to provide such written notice of intent or preliminary time extension request within the time required shall constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to additional compensation or a time extension for that delay. Notice of the amount of the claim with supporting data shall be delivered within sixty days after the start of such occurrence or event (unless CFX allows additional time for the Contractor to submit additional or more accurate data in support of the claim) and shall be accompanied by the Contractor's written statement that the adjustment claimed covers all known amounts to which the Contractor is entitled as a result of said occurrence or event. There shall be no Contractor entitlement to any monetary compensation or time extension for any delays or delay impacts, whatsoever, that are not related to a Work item on the critical path, and then as to any such delay to such item entitlement to any monetary compensation or time extension shall only be to the extent such is otherwise provided for expressly under 2.3 or 2.4, except that in the instance of delay to an item of Work not on the critical path the Contractor may be compensated for the direct costs of idle labor or Equipment only, at the rates set forth in 2.3, and then only to the extent the Contractor could not reasonably mitigate such idleness. The existence of an accepted schedule, including any required update(s), as stated in Article 6.3.3, is a condition precedent to the Contractor having any right to the granting of an extension of Contract Time arising out of any delay. Contractor failure to have an accepted schedule, including any required update(s), for the period of potential impact, or in the event the currently accepted schedule and applicable update(s) do not accurately reflect the actual status of the project or fail to accurately show the true controlling or non-controlling work activities for the period of potential impact, will result in any entitlement determination as to time or money for such period of potential impact being limited solely to CFX's analysis and identification of the actual controlling or non-controlling work activities. Further, in such instances. CFX's determination as to entitlement as to either time or compensability will be final, unless the Contractor can prove by clear and convincing evidence to a Disputes Review Board that the CFX's determination was without any reasonable factual basis.

2.4.3 Content of Written Claim: As a condition precedent to the Contractor being entitled to additional compensation or a time extension under the Contract for any claim, the Contractor shall submit a written claim to CFX which will include for each individual claim, at a minimum, the following information:

(a) A detailed factual statement of the claim providing all relevant dates, locations, and items of Work affected and included in each claim;
(b) The date or dates on which actions or events resulting in the claim occurred or conditions resulting in the claim became evident;
(c) Identification of all pertinent documents and the substance of any material oral communications relating to such claim and the name of the persons making such material oral communications;
(d) Identification of the provisions of the Contract which support the claim and a statement of the reasons why such provisions support the claim, or alternatively, the provisions of the Contract which allegedly have been breached and the actions constituting such breach;
(e) A detailed compilation of the amount of additional compensation sought and a breakdown of the amount sought as follows:

(1) documented additional job site labor expenses;
(2) documented additional cost of Materials and supplies;
(3) a list of additional Equipment costs claimed, including each piece of Equipment and the rental rate claimed for each;
(4) any other additional direct costs or damages and the documents in support thereof;
(5) any additional indirect costs or damages and all documentation in support thereof;

(f) A detailed compilation of the specific dates and the exact number of calendar days sought for a time extension, the basis for entitlement to time for each day, all documentation of the delay, and a breakout of the number of days claimed for each identified event, circumstance or occurrence.

Further, the Contractor shall be prohibited from amending either the basis of entitlement or the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder, and any arbitration or other formal claims resolution proceeding shall be limited solely to the basis of entitlement and the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder. This shall not, however, preclude the Contractor from withdrawing or reducing any of the basis of entitlement and the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder at any time.

2.4.4 Action on Claim: CFX will respond within 30 calendar days of receipt of a complete claim submitted by Contractor in compliance with 2.4.3. Failure by CFX to respond to a claim within 30 calendar days after receipt of a complete claim in compliance with 2.4.3 constitutes a denial of the claim by CFX. If CFX finds the claim or any part thereof to be valid, such partial or whole claim will be allowed and paid for to the extent deemed valid and any time extension granted, if applicable, as provided in the Contract.

2.4.5 Compensation for Extra Work or Delay:

2.4.5.1 Compensation for Extra Work: Notwithstanding anything to the contrary contained in the Contract Documents, the Contractor shall not be entitled to any compensation beyond that provided for in 2.3.2.

2.4.5.2 Compensation for Delay: Notwithstanding anything to the contrary contained in the Contract Documents, the additional compensation set forth in 2.4.5.3 shall be the Contractor's sole monetary remedy for any delay other than to perform extra work caused by CFX unless the delay shall have been caused by acts constituting willful or intentional interference by CFX with the Contractor's performance of the work and then only where such acts continue after Contractor's written notice to CFX of such interference. The parties anticipate that delays may be caused by or arise from any number of events during the term of the Contract, including, but not limited to, work performed, work deleted, change orders, supplemental agreements, disruptions, differing site conditions, utility conflicts, design changes or defects, time extensions, extra work, right-of-way issues, permitting issues, actions of suppliers, subcontractors or other contractors, actions by third parties, suspensions of work by the CEI pursuant to Article 6.6 of the General Specifications, shop drawing approval process delays, expansion of the physical limits of the project to make it functional, weather, weekends, holidays, special events, suspension of Contract time, or other events, forces or factors sometimes experienced in construction work. Such delays or events and their potential impacts on the performance by the Contractor are specifically contemplated and acknowledged by the parties in entering into this Contract, and shall not be deemed to constitute willful or intentional interference with the Contractor's performance of the work without clear and convincing proof that they were the result of a deliberate act, without reasonable and good-faith basis, and specifically intended to disrupt the Contractor's performance.

2.4.5.3 Compensation for Direct Costs, Indirect Costs, Expenses, and Profit thereon, of or from Delay: For any delay claim, the Contractor shall only be entitled to monetary compensation for the actual idle labor and equipment, and indirect costs, expenses, and profit thereon, as provided for in 2.3.2.1(d) and solely for costs incurred beyond what reasonable mitigation thereof the Contractor could have undertaken.

2.4.6 Mandatory Claim Records: After giving CFX notice of intent to file a claim for Extra Work or delay, the Contractor shall keep daily records of all labor, Materials and Equipment costs incurred for operations affected by the Extra Work or delay. These daily records shall identify each operation affected by the Extra Work or delay and the specific locations where Work is affected by the Extra Work or delay, as nearly as possible. CFX may also keep records of all labor, Materials, and Equipment used on the operations affected by the Extra Work or delay. The Contractor shall, once a notice of intent to claim has been timely filed, and not less than weekly thereafter as long as appropriate, provide CFX with a copy of the Contractor's daily records and be likewise entitled to receive a copy of CFX's daily records. The copies of daily records to be provided hereunder shall be provided at no cost to the recipient.

2.4.7 Claims for Acceleration: CFX shall have no liability for any constructive acceleration of the Work, nor shall the Contractor have any right to make any claim for constructive acceleration nor include the same as an element of any claim the Contractor may otherwise submit under this Contract. If CFX gives express written direction for the Contractor to accelerate its efforts, such written direction will set forth the prices and other pertinent information and will be reduced to a written Contract Document promptly. No payment will be made on a Supplemental Agreement for acceleration prior to CFX's approval of the documents.

2.4.8 Certificate of Claim: When submitting any claim, the Contractor shall certify under oath and in writing, in accordance with the formalities required by Florida law, that the claim is made in good faith, that the supportive data are accurate and complete to the Contractor's best knowledge and belief, and that the amount of the claim accurately reflects what the Contractor in good faith believes to be CFX's liability. Such certification must be made by an officer or director of the Contractor with the authority to bind the Contractor.

2.4.9 Non-Recoverable Items: The parties agree that for any claim CFX will not have liability for the following items of damages or expense:

a. Loss of profit, incentives, or bonuses;
b. Any claim for other than Extra Work or delay;
c. Consequential damages including, but not limited to, loss of bonding capacity, loss of bidding opportunities, loss of credit standing, cost of financing, interest paid, loss of other work or insolvency;
d. Acceleration costs and expenses, except where CFX has expressly and specifically directed the Contractor in writing "to accelerate at CFX's expense";
e. Attorney fees except in accordance with 3.12, claims preparation expenses and costs of litigation.

2.4.10 Exclusive Remedies: Notwithstanding any other provision of the Contract, the parties agree that CFX shall have no liability to the Contractor for expenses, costs, or items of damages other than those which are specifically identified as payable under 2.4. In the event of any formal claims resolution process for additional compensation, whether on account of delay, acceleration, breach of Contract, or otherwise, the Contractor agrees that CFX's liability will be limited to those items which are specifically identified as payable in 2.4.

2.4.11 Settlement Discussions: The content of any discussions or meetings held between CFX and the Contractor to settle or resolve any claims submitted by the Contractor against CFX shall be inadmissible in any legal, equitable, arbitration or administrative proceedings, including the Disputes Review Board, brought by the Contractor against CFX for payment of such claim. Dispute Review Board proceedings are not settlement discussions, for purposes of this provision.

2.4.12 Personal Liability of Public Officials: In carrying out any of the provisions of the Contract or in exercising any power or authority granted to the Central Florida Expressway Authority, its employees, members, officers, agents, consultants and successors, there shall be no liability of any employee, officer, official agent or consultant of CFX either personally or as officials or representatives of CFX. It is understood that in all such matters such individuals act solely as agents and representatives of CFX.

2.4.13 Auditing of Claims: All claims filed against CFX shall be subject to audit at any time following the filing of the claim, whether or not such claim is part of a suit pending in the Courts of the State of Florida. The audit may be performed at CFX's sole discretion by employees of CFX or by any independent auditor appointed by CFX, or both. The audit may begin after ten days written notice to the Contractor, subcontractor, or supplier. The Contractor, subcontractor, or supplier shall make a good faith effort to cooperate with the auditors. As a condition precedent to recovery on any claim, the Contractor, subcontractor, or supplier must retain sufficient records, and provide full and reasonable access to such records to allow the CFX auditors to verify the claim. Failure to retain sufficient records of the claim or failure to provide full and reasonable access to such records shall constitute a waiver of that portion of such claim that cannot be verified and shall bar recovery thereunder. Further, and in addition to such audit access, upon the Contractor submitting a written claim, CFX shall have the right to request and receive, and the Contractor shall have the affirmative obligation to provide to CFX, copies of any and all documents in the possession of the Contractor or its subcontractors, materialmen or suppliers as may be deemed relevant by CFX in its review of the basis, validity or value of the Contractor's claim.

Without limiting the generality of the foregoing, the Contractor shall upon written request of CFX make available to CFX auditors, or upon CFX's written request for copies, provide copies at CFX's expense, any or all of the following documents:

1. Daily time sheets and superintendent's daily reports and diaries;
2. Insurance, welfare and benefits records;
3. Payroll registers;
4. Earnings records;
5. Payroll tax returns;
6. Materials invoices, purchase orders, and all Materials and supply acquisition contracts;
7. Materials cost distribution worksheets;
8. Equipment records (list of company owned, rented or other Equipment used)
9. Vendor rental agreements and subcontractor invoices;
10. Subcontractor payment certificates;
11. Canceled checks for the project, including payroll and vendors;
12. Job cost reports;
13. Job payroll ledgers;
14. General ledger, general journal, (if used) and all subsidiary ledgers and journals together with all supporting documentation pertinent to entries made in these ledgers and journals;
15. Cash disbursements journal;
16. Financial statements for all years reflecting the operations on the Project;
17. Income tax returns for all years reflecting the operations on the Project;
18. All documents which reflect the Contractor's actual profit and overhead during the years the Contract was being performed and for each of the five years prior to the commencement of the Contract;
19. All documents related to the preparation of the Contractor's bid including the final calculations on which the bid was based;
20. All documents that relate to each and every claim together with all documents which support the amount of damages as to each claim;
21. Worksheets used to prepare the claim establishing the cost components for items of the claim including, but not limited to, labor, benefits and insurance, Materials, Equipment, subcontractors, and all documents that establish which time periods and individuals were involved, and the hours and rates for such individuals.
22. Electronic Payment Transfers and like records

2.5 Unforeseeable Work

When Work is required which is not covered by a price in the Contract and such Work does not constitute a "significant change" as defined in 2.3.1, and such Work is found essential to the satisfactory completion of the Contract within its intended scope, an adjustment will be made to the Contract. The basis of payment for such adjustment will be in an amount as CFX may determine to be fair and equitable.

2.6 Right To and Use of Materials Found at the Site of the Work

2.6.1 Ownership and Disposal of Existing Materials: Except as might be stipulated or implied otherwise on the Plans or in the Specifications, all Materials which are not the property of other parties (in both roadway and structures) found on the right of way and all material in structures removed by the Contractor, shall become the property of the Contractor and shall be properly disposed of by the Contractor. Such Materials shall not include earth or other excavated material required for the construction of the Project. Materials from existing structures required to be removed and which are designated to remain the property of CFX may generally be used by the Contractor during construction. Such material shall not be cut or otherwise damaged during removal unless permission is given and shall subsequently be stored in an accessible location if so directed by CFX.

2.6.2 Ornamental Trees and Shrubs: Any ornamental trees or shrubs existing in the right-of-way (which are required to be removed for the construction operations and which are not specifically designated on the Plans to be reset or to be removed by others prior to the construction operations) shall remain the property of CFX, and shall be relocated by the Contractor as directed. The Contractor shall be fully responsible for maintaining in good condition all grass plots, trees and shrubs outside the limits of construction as shown on the Plans. Tree limbs that interfere with Equipment operation and are approved for pruning shall be neatly trimmed and the tree cut coated with tree paint.

2.7 Restoration of Right of Way

Areas outside the Project limits within CFX right of way used as a plant site shall be shaped and dressed so as not to present an objectionable appearance and grassed. The Work of grassing will not be paid for separately but will be considered incidental to the other items of Work for which payment is made. Property outside CFX's right of way that is damaged due to the activities of the Contractor shall be immediately restored, at Contractor's expense, to a condition similar or equal to that existing before such damage or injury was done by the Contractor.

Upon completion of the Work and before final acceptance and final payment will be made, the Contractor shall remove from the right of way and adjacent property all falsework, Equipment, surplus and discarded Materials, rubbish and temporary structures; shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the Work, and shall leave the roadway in a neat and presentable condition throughout the entire length of the Work under the Contract. The placing of Materials of any character, rubbish or Equipment, on abutting property, with or without the consent of the property owners, shall not constitute satisfactory disposal. However, the Contractor will be allowed to temporarily store Equipment, surplus Materials, usable forms, etc., on a well-kept site owned or leased by the Contractor, adjacent to the Project, but no discarded Equipment or Materials or rubbish shall be placed on such site.

END OF SECTION 2

SECTION 3 - CONTROL OF WORK

3.1 Plans and Working Drawings

3.1.1 Plans and Contract Documents: The Contractor will be supplied, without charge, one (1) set of Plans and Contract Documents on electronic media and one (1) hard copy set of "Approved for Construction" documents including the Plans, General Specifications, Technical Specifications and Special Provisions and addenda, if any. Copies of the FDOT Standard Specifications and Standard Plans are available from the FDOT.

3.1.2 CFX Plans: The Plans furnished by CFX consist of general drawings showing such details as are necessary to give a comprehensive idea of the construction contemplated. Roadway plans will show in general, alignment, profile grades, typical cross sections and general cross sections. Structure plans, in general, will show in detail all dimensions of the Work contemplated. When the structure plans do not show the dimensions in detail, they will show general features and such details as are necessary to give a comprehensive idea of the structure.

Grades shown are finished grades and B.M. Datum is National Geodetic Vertical Datum of 1929 (NGVD-1929), North American Vertical Datum 1988 (NAVD-1988), or other datum as noted in the Plans.

3.1.3 Alterations in the Plans: All authorized alterations affecting the requirements and information given on the approved Plans shall be in writing. No changes shall be made on any plan or drawing after its approval by CFX, except by direction of CFX.

3.1.4 Shop Drawings

3.1.4.1. Definitions:

(a) Shop Drawings include all working, shop and erection drawings, associated trade literature, calculations, schedules, manuals or similar documents submitted by the Contractor to define some portion of the Work. The type of Work includes both permanent and temporary Work.

(b) Permanent Work is the term deemed to include all the permanent structure and parts thereof required of the completed Contract.

(c) Temporary Work is the term deemed to include any temporary construction work necessary for the construction of the permanent Work. This includes falsework, formwork, scaffolding, shoring, temporary earthworks, sheeting, cofferdams, special erection Equipment and the like.

(d) Construction Affecting Public Safety applies to construction that may jeopardize public safety such as structures spanning functioning vehicular roadways, pedestrian walkways, railroads, navigation channels, navigable waterways and walls or other structure's foundations located in embankments immediately adjacent to functioning roadways. It does not apply to those areas of the site under the Contractor's control and outside the limits of normal public access.

(e) Major and unusual structures include bridges of complex geometry and/or complex design. Generally, this includes the following types of structures:

Bridges with an individual span longer than 300 feet.
Structurally continuous superstructures with spans over 150 feet.
Steel box and plate girder bridges.
Steel truss bridges.
Concrete segmental and longitudinally post-tensioned continuous girder bridges.
Cable stayed or suspension bridges.
Curved girder bridges.
Arch bridges.
Tunnels.
Movable bridges (specifically electrical and mechanical components).
Rehabilitation, widening or lengthening of any of the above.

(f) Special Erection Equipment includes launching gantries, beam and winch Equipment, form travelers, stability towers, strongbacks, erection trusses, launching noses or similar items made purposely for construction of the structure. It does not apply to commonly available proprietary construction Equipment such as cranes.

(g) Falsework includes any temporary construction Work used to support the permanent structure until it becomes self-supporting. Falsework includes steel or timber beams, girders, columns, piles and foundations and any proprietary Equipment including modular shoring frames, post shores and adjustable horizontal shoring.

(h) Formwork includes any temporary structure or mold used to retain plastic or fluid concrete in its designated shape until it hardens. Formwork comprises common materials such as wood or metal sheets, battens, soldiers and walers, ties, proprietary forming systems such as stay-in-place metal forms, and proprietary supporting bolts, hangers and brackets.

(i) Scaffolding is an elevated work platform used to support workmen, Materials and Equipment but not intended to support the structure.

(j) Shoring is a component of falsework such as horizontal, vertical or inclined support members. In this specification, this term is used interchangeably with falsework.

3.1.4.2. Work Items Requiring Shop Drawings: The requirement for submittals for certain items may be waived by other provisions of these specifications; i.e. items constructed from standard drawings or those complying with alternate details for pre-stressed members under Section 450. Precast components that are not detailed in the Plans or Standard Drawings will require approved shop drawings. The Contractor shall review the Plans and Specifications to determine the submittals required.

The following signing and lighting items are defined as structural items:

> Lighting: poles, bracket arms, frangible bases and foundations.
>
> Signing: Mounting brackets for bridge mounted signs, overhead cantilever structures, overhead truss structures, overhead sequential sign structures and multiple post sign supports, along with applicable foundations.

In general, shop drawings shall be required for:

(a) Bridge, Bulkhead and Retaining Wall Structures, cofferdams, Lighting and Signing Structural Items along with applicable foundations.

(b) Signing, Lighting, Drainage Structures and Attenuators and other nonstructural items.

(c) Building Structures.

(d) Contractor Originated Re-Design.

(e) Design and/or structural details furnished by the Contractor in compliance with the Contract, according to the sections of the Specifications pertaining to the Work, to the Plans or other Contract Documents.

(f) Special Erection Equipment.

(g) Falsework and Shoring.

Additional clarification for certain types of bridge structures is provided in 3.1.4.9.

3.1.4.3 Schedule of Submittals: The Contractor shall prepare and submit to the CEI a schedule of submittals identifying the Work for which Contractor intends to submit shop drawings, the type, approximate number of drawings or other documents and

approximate dates of anticipated submittals with due regard to processing requirements herein. The schedule of submittals shall be submitted to the CEI within 15 days of the start of the date of the Notice to Proceed, and prior to the submission of any shop drawings.

Subsequent submittals shall be coordinated with construction schedules to allow sufficient time for review, approval and re-submittal as necessary.

3.1.4.4 Style, Numbering and Material of Submittals:

3.1.4.4.1 Drawings: The Contractor shall furnish such shop drawings as may be required to complete the structure in compliance with the design shown on the Plans. Each page shall be numbered consecutively for the series and the page number shall indicate the total number in the series (e.g., 1 of 12, 2 of 12, ...12 of 12). Each shop drawing shall contain the following items as a minimum requirement: the CFX Project Number, drawing title and number, a title block showing the names of the fabricator or producer and the Contractor for which the Work is being done, the initials of the person(s) responsible for the drawing, the date on which the Work was performed, the location of the item(s) within the Project, the Contractor's approval stamp and initials and when applicable, the signature and seal of the Contractor's Florida registered Specialty Engineer. The absence of any of this minimum information may be cause for a request for a re-submittal.

3.1.4.4.2 Other Documents: Documents other than drawings, such as trade literature, catalogue information, calculations and manuals shall be original copies or clearly legible photographic or xerographic copies. The page size shall be no larger than 11 by 17 inches. Such information shall be clearly labeled and numbered and the page numbers shall indicate the total number of pages in the series (e.g., 1 of 12, 2 of 12, ... 12 of 12).

All documents shall be submitted with a Table of Contents cover sheet. The cover sheet shall list the total number of pages and appendices and shall also include the CFX Project Number, a title to reference the item(s) for which it is submitted, the name of the firm and person(s) responsible for the preparation of the document, the Contractor's approval stamp and initials and, when applicable, the signature and seal of the Contractor's Florida registered Specialty Engineer.

The calculations or manuals shall clearly outline the design criteria and shall be appropriately prepared and checked. The internal sheets shall include the complete CFX Project Number and initials of the persons responsible for preparing and checking the document.

Trade literature and catalogue information shall be clearly labeled with the title, CFX Project Number, date and name of the firm and person responsible for that document displayed on the front cover.

3.1.4.5 Submittal Paths and Copies: All submittals will be transmitted from the Contractor to the CEI. Should additional distribution be desired in order to expedite processing, contact information for additional reviewers will be provided to the Contractor. These contacts may include the Engineer of Record (EOR), General Engineering Consultant (GEC), Specialty Engineers, and/or CFX. At the preconstruction conference, CFX may notify the Contractor of any additional entities to be included in the submittal distribution.

3.1.4.5.1 Bridge, Bulkhead and Retaining Wall Structures and Lighting and Signing Structural Items with appropriate foundations: Shop drawings for pre-qualified items, excluding their corresponding foundations, are not required.

3.1.4.5.2 Signing, Lighting, Drainage Structures, Attenuators and other nonstructural items.

3.1.4.5.3 Building Structures: Each series of working, shop and erection drawings.

3.1.4.5.4 Contractor Originated Design or Redesign: The Contractor shall submit to the CEI each series of shop drawings and applicable calculations. The cover sheet of each copy of applicable calculations shall be signed and sealed by the Contractor's Specialty Engineer. The submittal and copies shall be transmitted in accordance with the requirements of 3.1.4.5.1 through 3.1.4.5.3, as appropriate.

3.1.4.5.5 Special Erection Equipment: For (a) Construction Affecting Public Safety and (b) Major or Unusual Structures: The Contractor shall submit to the CEI, each series of shop drawings and applicable calculations. Each cover sheet of each copy of applicable calculations shall be signed and sealed by the Contractor's Specialty Engineer.

3.1.4.5.6 Falsework and Shoring: For (a) Construction Affecting Public Safety and (b) Major and Unusual Structures: The Contractor shall submit to the CEI of each series of shop drawings and applicable calculations. Each cover sheet of applicable calculations shall be signed and sealed by the Contractor's Specialty Engineer.

3.1.4.5.7 Formwork: Formwork shall be in accordance with Section 400-5 of the Standard Specifications.

3.1.4.5.8 Scaffolding: The Contractor shall be responsible for the safe installation and use of all scaffolding. No submittals are required.

3.1.4.5.9 Other miscellaneous design and/or structural details furnished by the Contractor in compliance with the contract: The Contractor shall submit to the CEI each series of shop drawings and applicable calculations. Each cover sheet of each copy of applicable calculations shall be signed and sealed by the Contractor's Specialty Engineer.

3.1.4.5.10 Beam and Girder Temporary Bracing: The Contractor is solely responsible for ensuring stability of beams and girders during all handling, storage, shipping and erection. Adequately brace beams and girders to resist wind, weight of forms and other temporary loads, especially those eccentric to the vertical axis of the products, considering actual beam geometry and support conditions during all stages of erection and deck construction. Develop the required designs following the AASHTO Guide Design Specifications for Bridge Temporary Works and Construction Handbook for Bridge Temporary Works and the Contract Documents.

For Construction Affecting Public Safety, submit signed and sealed calculations for stability of all beams and girders.

3.1.4.5.11 Erection Plan: Submit, for the Engineer's review, an Erection Plan that meets the specific requirements of Sections 450, 452, 460 and this section. Refer to the Standard Plans, Index 102-600 for construction activities not permitted over traffic.

3.1.4.6 Certifications:

3.1.4.6.1 Special Erection Equipment: Prior to its use, special erection Equipment shall be personally inspected by the Specialty Engineer who shall certify to the CEI in writing that the Equipment has been fabricated in accordance with the submitted drawings and calculations. In addition, after assembly, the Specialty Engineer shall observe the Equipment in use and shall certify to the CEI in writing that it is being utilized as intended and in accordance with the submitted drawings and calculations. In each case, the Specialty Engineer shall also sign and seal the letter of certification.

3.1.4.6.2 Falsework and Shoring requiring shop drawings per 3.1.4.5.6: After its erection or installation but prior to the application of any superimposed load, the falsework shall be personally inspected by the Specialty Engineer

who shall certify to the CEI in writing that the falsework has been constructed in accordance with the Materials and details shown on the submitted drawings and calculations. The Specialty Engineer shall also sign and seal the letter of certification.

3.1.4.6.3 Formwork: For Construction Affecting Public Safety, prior to the placement of any concrete, the Contractor shall certify to the CEI in writing that formwork has been constructed to safely withstand the superimposed loads to which it will be subjected.

3.1.4.6.4 Erection: For Construction Affecting Public Safety, submit an erection plan signed and sealed by the Specialty Engineer to the Engineer at least four weeks prior to erection commencing. Include, as part of this submittal, signed and sealed calculations and details for any falsework, bracing, or other connection supporting the structural elements shown in the erection plan. Unless otherwise specified in the Contract Documents, erection plans are not required for simple span precast prestressed concrete girder bridges with spans of 170 feet or less.

At least two weeks prior to beginning erection, conduct a Pre-erection meeting to review details of the plan with the Specialty Engineer that signed and sealed the plan, and any Specialty Engineers that may inspect the work and the Engineer.

After erection of the elements, but prior to opening of the facility below the structure, ensure that a Specialty Engineer or a designee has inspected the erected member. Ensure that the Specialty Engineer has submitted a written certification to the Engineer that the structure has been erected in accordance with the signed and sealed erection plan.

For structures without temporary supports but with temporary girder bracing systems, perform, as a minimum, weekly inspections of the bracing until all the diaphragms and cross frames are in place. For structures with temporary supports, perform daily inspections until the temporary supports are no longer needed as indicated in the erection plans. Submit written documentation of the inspections to the Engineer within 24 hours of the inspection.

3.1.4.6.5 Crane Pad: For all erection plans required by Section 3 and all planned lifts with the potential to influence a MSE wall or other structure (either new, to remain, or to be removed) provide a signed and sealed evaluation of the crane pad, embankment, and MSE wall/structure stability.

3.1.4.7 Processing of Shop Drawings:

3.1.4.7.1 Contractor Responsibility for Accuracy and Coordination of Shop Drawings: The Contractor shall coordinate, schedule and control all submittals including those of its various subcontractors, suppliers and engineers to provide for an orderly and balanced distribution of the Work.

All shop drawings prepared by the Contractor or its agents (subcontractor, fabricator, supplier, etc.) shall be coordinated, reviewed, dated, stamped, approved and signed by the Contractor prior to submission to the CEI for review. The Contractor's signed approval of drawings submitted shall confirm the Contractor has verified the Work requirements, field measurements, construction criteria, sequence of assembly and erection, access and clearances, catalog numbers and other similar data. Each series of drawings shall indicate the specification section and page or drawing number of the Contract plans to which the submission applies. The Contractor shall indicate on the shop drawings all deviations from the Contract drawings and shall itemize all deviations in the letter of transmittal. Likewise, whenever a submittal does not deviate from the Contract plans, the Contractor shall also clearly state so in the transmittal letter.

The Contractor shall schedule the submission of shop drawings to allow for a 45 calendar day review period by the CEI. The review period commences upon receipt of the Contractor's submittal by the CEI as stipulated in 3.1.4.5 and terminates upon transmittal of the submittal back to the Contractor by the CEI. The Contractor shall adjust its schedules so that a 30 calendar day period is provided for each re-submittal.

It is incumbent upon the Contractor to submit shop drawings to facilitate expeditious review. Voluminous submittals of shop drawings at one time are discouraged and may result in increased review time. The submittal/re-submittal clock will start upon receipt of a valid submittal. A valid submittal shall include all the minimum requirements outlined in 3.1.4.4. CFX will not be liable to the Contractor for resulting delays, added costs and/or related damages when the actual time required for approval extends beyond the 45 day and 30 day review periods shown above.

Only CEI approvals of miscellaneous submittals and red ink stamps on shop drawings are valid and any Work performed in advance of approval will be at the Contractor's risk.

3.1.4.7.2 Scope of Review by CEI: The review of the shop drawings by the CEI shall be for conformity to the Contract requirements and intent of design and not for the adequacy of the means, methods, techniques, sequences and procedures proposed for construction. Review by the CEI does not relieve the Contractor of responsibility for dimensional accuracy to assure field fit and for conformity of the various components and details.

3.1.4.7.3 Special Review by CEI of Shop Drawings for Construction Affecting Public Safety: For Construction Affecting Public Safety, the CEI will make an independent review of all relevant shop drawings and similar documents in order to verify the safety of the intended construction and construction of the permanent Work shall not proceed until receipt of the CEI's approval. The requirement herein does not supercede the Contractor's duty and responsibility for all safety provisions, public and/or otherwise, for the Project.

3.1.4.8 Avoidance of Conflict of Interest: Neither the CEI, the Consultant nor any design engineer who participated in the design phase of the Project can be engaged by the Contractor to perform Work as the Contractor's Specialty Engineer unless expressly approved in writing by CFX.

3.1.4.9 Other Requirements for Shop Drawings for Bridges:

3.1.4.9.1 Shop Drawings for Structural Steel and Miscellaneous Metals: Shop drawings shall be furnished by the Contractor for structural steel and miscellaneous metals. Shop drawings shall consist of working, shop and erection drawings, welding procedures and other working plans, showing details, dimensions, sizes of material, and other information necessary for the complete fabrication and erection of the metal work.

3.1.4.9.2 Shop Drawings for Concrete Structures: Shop drawings shall be furnished by the Contractor for such details as may reasonably be required for the effective prosecution of the Work and which are not included in the plans furnished by CFX. These may include details of falsework, shoring, special erection Equipment, bracing, centering, formwork, masonry layout diagrams and diagrams for bending reinforcing steel in addition to any details required for concrete components for the permanent Work.

3.1.4.9.3 Shop Drawings for Major and Unusual Structures: In addition to any other requirements, no less than 60 days from the start of Work as shown in the latest CPM, the Contractor shall submit information to the CEI outlining Contractor's overall approach to the Project. Where applicable to the Project, this information shall include but need not be limited to items such as:

(1) Overall construction program for the duration of the Contract. milestone dates should be clearly shown. (For example; the need to open a structure by a certain time for traffic operations.)

(2) Overall construction sequence. The order in which individual structures are to be built, the sequence in which individual spans of girders or cantilevers are erected and the sequence in which spans are to be made continuous.

(3) The general location of any physical obstacles to construction that might impose restraints or otherwise affect the construction and an outline of how the Contractor intends to deal with such obstacles as it builds the structure(s). (For example; obstacles might include road, rail and waterway clearances, temporary diversions, transmission lines, utilities, property and the Contractor's own temporary Work such as haul roads, cofferdams, plant clearances and the like.)

(4) The approximate location of any special lifting Equipment in relation to the structure including clearances required for the operation of the Equipment. (For example; crane positions and operating radii and the like.)

(5) The approximate location of any temporary falsework and conceptual outline of any special erection Equipment. (The precise locations and details of attachments, fixing devices, loads etc. will be covered under later detailed submittals.)

(6) An outline of the handling, transportation and storage of fabricated components, such as girders or concrete segments. (Precise details will be covered under later detailed submittals).

(7) Any other information pertinent to the Contractor's proposed scheme or intentions.

The above information shall be clear and concise and shall be presented on as few drawings as possible in order to provide an overall, integrated summary of the Contractor's intentions and approach to the Project. These drawings are for information, review planning and to assess the Contractor's approach in relation to the intent of the original design. Their delivery to and receipt by the CEI shall not constitute any acceptance or approval to the proposals shown thereon. The details of such proposals shall be the subject of subsequent detailed shop drawing submittals. Variations from these overall scheme proposals shall be covered by timely revisions and re-submittals.

3.1.4.10 Corrections for Construction Errors: For Work that is constructed incorrectly or does not conform to the requirements of the Contract drawings or Specifications, the Contractor has the prerogative to submit an acceptance proposal to the CEI for review and disposition. Any such proposal will be judged both for its effect on the integrity and maintainability of the structure or component thereof and also for its effect on Contract administration.

Any proposal judged by the CEI to infringe on the structural integrity or maintainability of the structure will require a technical assessment and submittal by the Contractor's Specialty Engineer as described in 3.1.4.5.4.
The cost of carrying out all approved corrective construction measures shall be entirely at the Contractor's expense.

Notwithstanding any disposition on the compensation aspects of the defective Work, the CEI's decision on the technical merits of a proposal shall be final.

3.1.4.11 Modifications for Construction: Where the Contractor is permitted to make modifications to the permanent Work for the purposes of expediting the Contractor's chosen construction methods, Contractor shall submit its proposals to the CEI for review and approval. Proposals for modifications shall be submitted under the shop drawing process.

Minor modifications shall be limited to those items that in the opinion of the CEI do not significantly affect the quantity of measured Work nor the integrity or maintainability of the structure or its components.

Major modifications are any modifications that in the opinion of the CEI significantly affect the quantity of measured Work or the integrity or maintainability of the structure or its components. (For example, substitutions of alternative beam sizes and spacing, change of material strength or type, and the like.)

The CEI's decision on the delineation between a minor and a major modification and disposition on a proposal shall be final.

3.1.4.12 Cost of Shop Drawings: The Contract Prices shall include the cost of furnishing shop and working drawings and the Contractor will be allowed no extra compensation for such drawings.

3.2 Coordination of Plans and Specifications

The Plans, Specifications and all supplementary documents are integral parts of the Contract and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete Work. In addition to the Work and Materials specifically identified as being included in any specific pay item, additional incidental Work not specifically mentioned will be included in such pay item when shown in the Plans or if indicated or obvious and apparent as being necessary for proper completion of the Work.

In case of discrepancy, the governing order of the documents shall be as follows:

1. The Contract,
2. The Memorandum of Agreement,
3. The Addenda (if any), modifying the General Specifications, Technical Specifications, Special Provisions, Technical Special Provisions (if any), Plans or other Contract Documents,
4. The Plans,
5. The Special Provisions,
6. The Technical Special Provisions (if any),
7. The Technical Specifications,
8. The General Specifications,
9. The Standard Specifications,
10. The Standard Plans, and
11. The Proposal.

Computed dimensions shall govern over scaled dimensions.

3.3 Conformity of Work with Plans

All Work performed, and all Materials furnished shall be in reasonably close conformity with the lines, grades, cross sections, dimensions and material requirements, including tolerances, shown on the Plans or indicated in the Specifications.

In the event CFX finds that the Materials or the finished product in which the Materials are used are not within reasonable close conformity with the Plans and Specifications, but that reasonably acceptable Work has been produced, CFX will make a determination if the Work will be accepted and remain in place. In this event, CFX will document the basis of acceptance by Contract modification which will provide for an appropriate adjustment in the Contract price for such Work or Materials as CFX deems necessary to conform to CFX's determination based on engineering judgment.

In the event CFX finds that the Materials or the finished product in which the Materials are used, or the Work performed are not in reasonable close conformity with the Plans and Specifications and have resulted in an inferior or unsatisfactory product, the Work or Materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor.

For base and surface courses, the finished grade may vary as much as 0.1 foot from the grade shown on the Plans, provided that all template and straightedge requirements are met and that suitable transitions are affected.

3.3.1 As-Built Drawings: During the entire construction operation, both the CEI and the Contractor shall maintain independent, separate records of all deviations from the plans and specifications including Requests for Information (RFI), field directives, sketches, etc. The Contractor shall submit a draft of the as-built drawings, including all deviations, to the CEI no less than once every two months for review. A minimum submittal would be a pdf with all changes in red, accurately plotted. The Contractor's as-built drawings shall be reviewed regularly throughout the course of the project by the CEI. The Contractor's final as-built drawing submittal shall also include cross-sections, prepared by a registered surveyor, of all retention ponds in the Project limits. The Contractor's final as-built drawings shall be submitted within 15 days of the Project acceptance or termination of Work.

3.4 Pre-Award Meeting

The Plans and Specifications will be reviewed in a joint pre-award meeting between the Contractor's key personnel and CFX representatives. The purpose of the meeting will be to address all questions or differences in interpretations of the documents and to provide clarifications. The meeting will also provide the opportunity for the Contractor to disclose advantages that may have been gained through a strict and literal interpretation of the bid documents. If the Contractor suspects or believes, based on its prior experience, or on the overall specifications, that a literal interpretation of one or more specifications may not reflect CFX's intentions or desires, the Contractor shall disclose such belief at this meeting. CFX will make a determination as to whether or not any adjustments to the Plans, Specifications and/or bid price are appropriate and desired and will make such corrections and interpretations as CFX deems necessary to reflect the intent of the Plans and Specifications.

A Memorandum of Agreement will be prepared by CFX summarizing the results of the meeting. Except as noted in the Memorandum of Agreement, the Contractor shall certify there are no known errors or omissions in the Plans, Specifications and other Contract Documents before the Contract is executed. The memorandum will be signed by CFX and a representative of the Contractor authorized to act on behalf of the Contractor and will be made a part of the Contract Documents.

Notwithstanding that the pre-award meeting is mandatory as to the Contractor, and notwithstanding that the items to be agreed upon at the pre-award meeting shall become terms of the ultimate Contract, the Contractor expressly acknowledges and agrees that all of the essential terms of the ultimate Contract are contained in the Bid and Bidding Documents, and all issues addressed at the pre-award meeting are deemed non-essential to the existence of the Contract, unless (i) it is discovered that the Contractor misrepresented any item of the Bid, or (ii) CFX determines that the Bid does not conform to the specifications of the Bidding Documents.

3.5 Orders and Instructions

The supervision of the execution of the Contract is vested wholly in the Contractor. The orders, instructions, directions or requests of CFX may come directly from CFX or may be given through CFX's designated representative. The Contractor shall designate a representative to receive such instructions, directions or requests and failing to do so, will be held responsible for the execution of them.

CFX will have the right to suspend the Work wholly or in part for such period or periods as may be deemed necessary due to failure on the part of the Contractor to carry out orders given to perform any or all provisions of the Contract. The Contractor shall not suspend the Work and shall not remove any Equipment, tools, lumber or other Materials without the written permission of CFX.

3.5.1 Observation of the Work: CFX will have free access to the Materials and the Work at all times for measuring or observing the same, and the Contractor shall afford either or both all necessary facilities and assistance for so doing.

After written authorization to proceed with the Work, CFX or its designated representative will:

3.5.1.1 Make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine in general if the Work is proceeding in accordance with the Plans and Specifications. CFX will not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work, will not be responsible for the construction means, methods, procedures, techniques and will not be responsible for the Contractor's failure to perform the construction Work in accordance with the Plans and Specifications. CFX will not be responsible for safety precautions and procedures concerning the Work. During such visits and based on on-site observations, CFX may disapprove Work as failing to conform to the Plans and Specifications.

3.5.1.2 Check and approve samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of Materials and Equipment and other data which the Contractor is required to submit, only for conformance with the design concept of the Project and compliance with the information given by the Plans and Specifications.

3.5.1.3 Conduct, in company with the Contractor, a final inspection of the Project for conformance with the design concept of the Project and compliance with the information given by the Plans and Specifications.

3.5.1.4 Prepare final record drawings.

3.5.2 Examination of the Work: The authority and duties of the CEI, if one is so designated by CFX, are limited to examining the material furnished, observing the Work done and reporting its findings to CFX. Neither CFX nor the CEI underwrites, guarantees or ensures the Work done by the Contractor. It is the Contractor's responsibility to perform the Work in all details in accordance with the Plans and Specifications. Failure by any representative of CFX engaged in on-the-site observation to discover defects or deficiencies in the Work of the Contractor shall never, under any circumstances, relieve the Contractor from the Contractor's liability therefore.

The CEI will have no authority to permit deviation from or to modify any of the provisions of the Plans or Specifications without the written permission or instruction of CFX or to delay the Contractor by failure to observe the Materials and Work with reasonable promptness.

The CEI will not have authority to supervise, direct, expedite or otherwise control the Contractor's means, methods, techniques or sequences of construction. The CEI may only advise the Contractor when it appears that the Work and/or Materials do not conform to the requirements of the Contract Documents.

The payment of any compensation, irrespective of its character or form or the giving of any gratuity, or the granting of any valuable favor, directly or indirectly, by the

Contractor to any project representative is strictly prohibited, and any such act on the part of the Contractor will constitute a violation of the Contract.

If the Plans, Specifications, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested or approved by someone other than the Contractor, the Contractor shall give CFX timely notice of readiness therefore. The Contractor shall furnish CFX the required certificates of inspection, testing or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Materials, and/or the American Association of State Highway and Transportation Officials, such other applicable organizations as may be required by law, or the Plans and Specifications. If any such Work required so to be inspected, tested or approved is covered without written approval of CFX, it must, if requested by CFX, be uncovered for observation at the Contractor's expense. The cost of all such inspections, tests and approvals shall be borne by the Contractor unless otherwise provided.

3.5.3 Communications: Prior to the start of the Work, CFX will advise the Contractor as to how communications between CFX and Contractor will be handled. Thereafter, whenever reference is made to required communication between the Contractor and CFX, such communication, to be given consideration, must be addressed in accordance with the approved procedure.

3.6 Engineering and Layout

3.6.1 Control Points Furnished by CFX

CFX will provide control points and benchmarks as identified in the Plans along the line of the Project to facilitate the proper layout of the Work. A walk-through of the Project by the Consultant's surveyor will be provided to the Contractor to facilitate field location of these points. The Contractor shall preserve all reference points and benchmarks furnished by CFX.

As an exception to the above, if the Plans do not show a centerline or other survey control line for construction of the Work (e.g., resurfacing, safety modifications, etc.) CFX will provide only points marking the beginning and ending of the Project and all exceptions.

3.6.2 Furnishing of Stake Material

The Contractor shall furnish all stakes, templates and other Materials necessary to establish and maintain the lines and grades necessary for control and construction of the Work.

3.6.3 Layout of Work

Using the control points furnished by CFX in accordance with 3.6.1 above, the Contractor shall establish all horizontal and vertical controls necessary to construct the Work in conformance with the Plans and Specifications. The horizontal and vertical controls shall include performing all calculations required and setting all stakes needed such as grade stakes, offset stakes, reference point stakes, slope stakes and other reference points or marks necessary to provide lines and grades for construction of all roadway, bridge and miscellaneous items. The Contractor shall also establish all horizontal and vertical controls necessary to perform utility construction required to be performed by the Contractor. The Contractor shall maintain and protect the required station identification stakes in their correct and appropriate locations. Failure to comply with this provision will result in the withholding of the Contractor's partial payments.

The Contractor shall provide CFX with survey assistance for subsoil excavation quantities and other Project quantities as required by CFX.

3.6.4 Specific Staking Requirements

In circumstances involving new base construction, the Contractor shall set stakes to establish lines and grades for subgrade base, curb and related items at intervals along the line of Work no greater than 50 feet on tangents and 25 feet on curves. Grade stakes shall be set at locations directed by the CEI to facilitate checking of subgrade, base and pavement elevations in crossovers, intersections and irregular shaped areas. If Automated Machine Guidance (AMG) is utilized, set stakes as needed to document quantities. Use of AMG will require an approved Work Plan that describes portions of Work performed with AMG, system components including software, prior experience using this AMG system, site calibration procedures, and quality control procedures. Provide a man rover and a digital model for CEI verification.

For bridge construction stakes and other controls, the Contractor shall set references at intervals sufficient to assure that all components of the structure are constructed in accordance with the lines and grades shown on the Plans.

If the Plans do not show a centerline or other survey control line for construction of the Work (e.g., resurfacing, safety modifications, etc.), only such stakes as are necessary for horizontal and vertical control of Work items will be required.

For resurfacing and resurfacing/widening Work, the Contractor shall establish horizontal controls adequate to assure that the asphalt mix added coincides with the existing pavement. In tangent sections, horizontal control points shall be set at 100-foot intervals by an instrument survey. In curve sections, horizontal control points shall be set at 25-foot intervals by locating and referencing the centerline of the existing pavement.

The Contractor shall establish, by an instrument survey, and mark on the surface of the finished pavement at 25-foot intervals, points necessary for striping of the finished roadway. For resurfacing and resurfacing/widening Work these points shall be established in the same manner as for horizontal control of paving operations. Marks shall be made in white paint. If striping is included in the Work to be done by the Contractor an alternate method of layout of striping may be approved by the CEI provided that the alignment achieved is equal to or better than that which would be achieved using an instrument survey.

A station identification stake shall be set at each right of way line at 100-foot intervals and at all locations where a change in right of way width occurs. Each stake shall be marked with painted numerals of sufficient size to be readable from the roadway and corresponding to the Project station at which it is located. Where Plans do not show right of way lines, station identification stakes shall be set at locations and intervals appropriate to the type of Work being done. For resurfacing and resurfacing/widening Work, station identification stakes shall be set at 200-foot intervals.

3.6.5 Personnel, Equipment, and Record Requirements

The Contractor shall employ only competent personnel and use only suitable equipment in performing layout Work. The Contractor shall not engage the services of any person or persons in the employ of CFX for performance of layout Work.

Adequate field notes and records shall be kept as layout Work is accomplished. These field notes and records shall be available for review by the CEI as the Work progresses and copies shall be furnished to the CEI at the time of completion of the Project. Any review of the Contractor's field notes or layout Work by CFX and the acceptance of all or any part thereof, shall not relieve the Contractor of responsibility to achieve the lines, grades, and dimensions shown in the plans and indicated in the specifications.

Prior to final acceptance of the Project, the Contractor shall mark in a permanent manner on the surface of the completed Work all horizontal control points originally furnished by CFX.

3.6.6 Global Navigation Satellite Systems (GNSS) Work Plan

If used, submit a comprehensive written GNSS Work Plan to the Engineer for review and acceptance at the preconstruction conference or at least 30 days before starting work using GNSS. Update the plan as necessary during construction and notify CFX of all changes. The GNSS Work Plan shall describe how GNSS enabled Automated Machine Guidance technology will be integrated into other technologies employed on the project. At a minimum, the GNSS Work Plan will include the following:

1. Designate which portions of the Contract will be done using GNSS enabled Automated Machine Guidance and which portions will be constructed using conventional survey methodology.

2. Describe the manufacturer, model, and software version of the GNSS equipment.

3. Provide information on the qualifications of Contractor staff. Include formal training and field experience. Designate a single staff person as the primary contact for GNSS technology issues.

4. Describe how project control will be established. Include a list and map showing control points enveloping the site.

5. Describe site calibration procedures. Include a map of the control points used for site calibration and control points used to validate the site calibration. Describe the frequency of site calibration and how site calibration will be documented. At a minimum, verify the site calibration twice daily.

6. Describe the Contractor's quality control procedures for verifying mechanical calibration and maintenance of construction and guidance equipment. Include the frequency and type of verification performed to ensure the constructed grades conform to the Contract Documents.

Keep on site and provide upon request, a copy of the project’s most up-to-date GNSS Work Plan at the project site.

3.6.7 Payment

The cost of performing the layout Work as described above shall be included in the Contract unit prices for the various items of Work to which it is incidental.

3.7 Contractor's Supervision

3.7.1 Prosecution of Work

The Contractor shall give the Work the attention necessary to assure the scheduled progress is maintained. The Contractor shall cooperate with CFX and other contractors at Work in the vicinity of the Project.

3.7.2 Contractor's Superintendent

The Contractor shall have a competent superintendent on the Project at all times with the ability to speak and understand the English language. The superintendent shall be thoroughly experienced in the type of Work being performed and shall have full authority to execute the orders or directions of the CEI and to promptly supply or have supplied, any Materials, tools, equipment, labor and incidentals which may be required. The superintendent shall be provided regardless of the amount of Work sublet.

Prior to commencement of Work on the Project, the Contractor shall provide CFX with a written list of supervisory personnel that will be assigned to the Project. The Contractor shall not replace any of the listed personnel without written notice to CFX except under extraordinary circumstances. The Contractor shall not assign any supervisory personnel to the Project, whether initially or as a substitute, against whom CFX may have reasonable objection. CFX's acceptance of any supervisory personnel may be revoked based on reasonable objection after due investigation, in which case the Contractor shall submit an acceptable substitute. No acceptance by CFX of any such supervisory personnel shall constitute a waiver of any right of CFX to reject defective Work. The foregoing requirement shall also extend to Subcontractor's supervisory personnel.

3.7.3 Supervision for Emergencies

The Contractor shall have a responsible person available at or reasonably near the Work site on a 24-hour basis, 7 days per week. This individual shall be designated as the Contractor's contact in emergencies and in cases where immediate action must be taken to maintain traffic or to handle any other problem that might arise. The contact person shall have the ability to speak and understand the English language.

The Contractor shall submit the phone numbers and names of personnel designated to be contacted in cases of emergency, along with a description of the project location, to CFX's Troop Master Sergeant of the Florida Highway Patrol and other local law enforcement agencies. A copy of these submittals shall also be provided to

the CEI as part of the Contractor's Maintenance of Traffic Plan. Approval of the Maintenance of Traffic Plan will be withheld until these submittals are provided.

3.7.4 Worksite Traffic Supervisor

The Contractor shall have a Worksite Traffic Supervisor who shall be responsible for initiating, installing and maintaining all traffic control devices required for maintenance of traffic. The Worksite Traffic Supervisor shall have at least 1 year of experience directly related to worksite traffic control in a supervisory or responsible capacity and shall be certified by the American Traffic Safety Services Association under its Worksite Traffic Supervisor Certification Program, or an FDOT-approved advanced training Provider. Approved advanced training Providers will be posted on the FDOT's web site at the following URL address: http://www.motadmin.com/find-a-training-provider.aspx

The Worksite Traffic Supervisor shall be available on a 24-hour per day basis and shall be present to direct the initial setup of the traffic control plan. The Worksite Traffic Supervisor shall review the Project daily, be involved in all changes to traffic control and have access to all equipment and Materials needed to maintain traffic control and handle traffic related situations.

The Worksite Traffic Supervisor shall ensure that safety deficiencies are corrected immediately. In no case shall minor deficiencies, which are not immediate safety hazards, remain uncorrected for more than 24 hours. The Worksite Traffic Supervisor shall be available on the site within 45 minutes after notification of an emergency and be prepared to positively respond to repair the Work zone traffic control or to provide alternate traffic arrangements.

Failure by the Contractor to maintain a designated Worksite Traffic Supervisor may result in temporary suspension by CFX of all activities except traffic and erosion control and other activities deemed necessary for Project maintenance and safety.

3.8 General Inspection Requirements

3.8.1 Cooperation by Contractor

The Contractor shall provide CFX with every reasonable facility for ascertaining whether the Work performed and Materials used are in accordance with the requirements and intent of the Plans and Specifications. If CFX so requests, the Contractor shall, at any time before final acceptance of the Work, remove or uncover such portions of the finished Work as may be directed. After examination, the Contractor shall restore the uncovered portions of the Work to the standard required by the Specifications. If the exposed or examined Work is determined to be unacceptable, the cost of uncovering and/or removal and replacement of the covering

or making good of the parts removed, shall be at the Contractor's expense. The Contractor shall revise and upgrade both construction and testing procedures to prevent a recurrence of the conditions that contributed to the unacceptable Work. If the exposed or examined Work is determined to be acceptable, the cost of uncovering and/or removal and replacement of the covering or making good of the parts removed, shall be paid for as unforeseeable Work.

The Contractor shall give the CEI 24 hours advance notice whenever the Contractor intends to perform Work during other than normal daylight hours. On such occasions, the Contractor's supervisor and sufficient workmen shall be present to undertake the Work in a satisfactory manner. No additional compensation will be made to the Contractor for Work performed during such off periods.

The Contractor shall notify the CEI in writing prior to beginning pumping or dewatering activity in any new location on the project or the resumption of pumping after an interruption in any location. Pumping and discharge activities shall be discussed at each weekly progress meeting. Contractor will satisfy permit requirements at any pumping or dewatering activity.

3.8.2 Failure of CFX to Reject Work During Construction

If CFX should fail to reject defective Work or Materials, whether from lack of discovery of such defect or for any other reason, such failure to reject will not prevent CFX from subsequently rejecting defective Work when such defective Work is discovered or obligate CFX to final acceptance of the defective Work. The Contractor shall make no claim for losses suffered due to any necessary removals or repairs of such defects.

3.8.3 Failure to Remove and Renew Defective Materials and Work

If, within the time frame indicated in writing from CFX, the Contractor fails or refuses to remove and renew any defective Materials used or Work performed or fails or refuses to make necessary repairs in an acceptable manner, CFX shall have the right to repair or replace or have repaired or replaced, the unacceptable or defective Materials or Work. All costs incurred by CFX for repairs or replacements shall be paid for from moneys due, or which may become due, the Contractor, or may be charged against the Contractor's Public Construction Bond.

Continued failure or refusal by the Contractor to make necessary repairs promptly, fully and in an acceptable manner shall be sufficient cause for CFX, at its sole discretion and option, to perform the Work with its own forces or to contract with any individual, firm or corporation to perform the Work. Costs incurred by CFX shall be paid for from moneys due or which may become due the Contractor or may be charged against the Contractor's Public Construction Bond.

3.9 Final Inspection and Acceptance

3.9.1 Maintenance Until Final Acceptance

Until final acceptance by CFX, the Work shall be under the charge and custody of the Contractor. The Contractor shall take every necessary precaution against injury or damage to the Work by the action of the elements or from any other cause whatsoever arising either from the execution or non-execution of the Work and shall rebuild, repair, restore and make good, without additional compensation, all injury or damage to any portion of the Work including extensive or catastrophic damages.

The Contractor shall provide, at Contractor's expense, all temporary electrical power and lighting necessary for Contractor's operations under the Contract.

On new alignments, the Contractor shall be responsible for all electric bills until Final Acceptance of the project or until such time as CFX takes beneficial use of the alignment or portion thereof, whichever occurs first. Once installed, the roadway lighting shall remain in use and be maintained by the Contractor until Final Acceptance. The Contractor shall be responsible for payment of the electric bills until Final Acceptance at which time payment will be the responsibility of CFX.

3.9.2 Inspection for Substantial Completion

Prior to the inspection for Substantial Completion, the CEI may provide the Contractor with various deficiency lists. These lists are intended to assist the Contractor in preparing for Substantial Completion and are not to be considered as the Punch List discussed in Section 3.9.3.

Contractor shall submit a written request for semi-final inspection to the CEI a minimum of 14 days prior to the target Substantial Completion date and allow up to 14 days following any request for semi-final inspection for the CEI to perform the inspection and develop the Punch List in accordance with Section 3.9.3.

If any pay item Work is determined to be incomplete by the CEI during the semi-final inspection, in whole or in part, the CEI will give the Contractor a deficiency list of outstanding items required to be addressed. Upon satisfactory completion of the outstanding items, the Contractor shall notify the CEI and request another inspection for Substantial Completion.

If, at the semi-final inspection, it is determined that all pay item Work has been installed and the conditions of Substantial Completion have been met as defined in Section 1.3, written notification of Substantial Completion, including a Punch List, will be furnished by the CEI. The Punch List will meet the requirements of Section 3.9.3.

If all construction provided for and contemplated by the Contract is deemed complete and acceptable to the CEI at the semi-final inspection, such inspection shall constitute the final inspection in accordance with Section 3.9.4.

3.9.3 Punch List

3.9.3.1 Review, Development, and Delivery Timelines: The CEI will develop and furnish a Punch List to the Contractor upon issuance of written notice of Substantial Completion. The Punch List will include an estimated cost to complete each listed item, including without limitation the deliverables listed in Section 7.9. The estimated cost to complete items on the Punch List will be determined solely by the CEI. If the Punch List is not furnished upon issuance of Substantial Completion, Contract time will be adjusted by the number of days it is provided beyond the Substantial Completion date, pursuant to Section 6.7.3.1 and the applicable timeframes provided in Section 218.715(7), Florida Statutes.

3.9.3.2 Release of Retainage: Upon issuance of the Punch List, the CEI will process an interim estimate to pay the remaining balance of completed Work, including any retainage withheld by CFX, less an amount equal to 150% of the estimated cost to complete all items on the Punch List. The following notwithstanding:

A. CFX shall not be required to pay or release any amounts that are subject to good faith dispute made in writing pursuant to the Contract or that is the subject of a claim brought pursuant to Section 255.05, Florida Statutes, the amount for which CFX may hold in addition to 150% of the estimated cost to complete the items on the Punch List.

B. Warranty work and items not included on the Punch List cannot be used as a basis to withhold final payment for retainage.

C. Any failure to include any corrective work or pending items not yet completed on the Punch List shall not alter the responsibility of the Contractor to complete all the construction services purchased pursuant to this Contract. Additionally, all items that require correction under this Contract that are identified after the preparation and delivery of the Punch List remain the obligation of the Contractor as otherwise provided for in this Contract.

D. The estimated costs on the Punch List shall not in any manner be construed as increasing the Contract Price or adding any additional payment obligation on CFX. Instead, such estimated costs shall be used only for the purpose of calculating the amount of payment that CFX may continue to hold as retainage prior to the Contractor's completion of the items on the Punch List in accordance with applicable Florida law.

E. Upon completion of all items on the Punch List, payment for all remaining withholdings and retainage will be made in accordance with Section 7.9. If a good faith dispute exists as to whether one or more items identified on the Punch List have been completed pursuant to the Contract, CFX may continue to withhold up to 150% of the total costs to complete such items.

3.9.4 Final Inspection

When all items on the Punch List have been addressed, submit a written request for final inspection to the CEI. The final inspection will be made within seven days of such request. If any Punch List items are determined to be incomplete by the CEI during the final inspection, the CEI will detail the outstanding items required to achieve acceptance. Correct any outstanding items until the CEI accepts all Work.

3.9.5 Final Acceptance

When the entire Work of the Project contemplated by the Contract has been completed acceptably, as determined by the CEI, the Contractor will be given a written notice of final acceptance.

3.9.6 Recovery Rights Subsequent to Final Payment

CFX reserves the right for a period of 60 months following Final Acceptance, if CFX or its agents discovers an error in the partial or final estimates, or discovers that the Contractor performed defective Work or used defective materials, after the final payment has been made, to claim and recover from the Contractor or Contractor's surety, or both, by process of law, such sums as may be sufficient to correct the error or make good the defects in the Work and materials.

3.10 Audit and Examination of Contract Records and Bid Records

CFX reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Bid Records (as herein defined) of the Contractor or any subcontractor. By submitting a Bid, the Contractor or any first or second tier subcontractor submits to and agrees to comply with the provisions of this Article. In addition, the Contractor shall be entitled to enter into subcontracts with proper CFX approval provided that all subcontracts shall include the same or similar terms as are in this Contract with respect to subcontractors, providing CFX with equal or greater protections than herein.

If CFX requests access to (or review and copy of) any Contract Records or Bid Records and the Contractor refuses such access or review, the Contractor shall be in default under its Contract with CFX. Such refusal shall, without any other or additional actions, constitute

grounds for disqualification of the Contractor. This provision shall not be limited in any manner by the existence of any Contractor claims or pending disputes resolution or arbitration relating to the Contract. Disqualification or suspension of the Contractor for failure to comply with this section shall also preclude the Contractor from acting in the future as a subcontractor of another contractor doing work for CFX during the period of disqualification.

Disqualification shall mean the Contractor is not eligible for and shall be precluded from continuing current Work or doing future work for CFX until reinstated by CFX.

The Contractor shall preserve all Bid Records and Contract Records for the entire term of the Contract and for a period of three years after the later of: (i) final acceptance of the Project by CFX or (ii) until all claims (if any) regarding the Contract are resolved.

Contract Records shall include but not be limited to, all information, letters, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes, agreements, supporting documents, any other papers or preserved data related to the Contract or the Contractor's performance of the Contract determined necessary by CFX for any purpose. Bid Records shall include but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by the Contractor in determining labor, unit price, or any other component of a bid submitted to CFX. Bid Records shall also include but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subcontractors, truckers or material suppliers, profit contingencies and any manuals standard in the industry that may be used by the Contractor in determining its bid. These manuals shall be included in the Bid Records by reference and shall show the name and date of the publication and the publisher.

As a condition precedent to Contractor initially filing (and thereafter processing) any claim with CFX for additional compensation, damages, costs, time extensions or other matters in the nature of a Supplemental Agreement or which will have monetary consequences to CFX, Contractor shall (before and after filing a claim) fully comply with CFX's request to audit or examine the Contractor's Contract Records or Bid Records. Non-compliance shall be the basis for and result in dispute resolution being abated or the claim being dismissed until compliance occurs. Re-filing of the claim (and removal of disqualification) shall not occur unless the Contractor also reimburses CFX for costs and attorney's fees incurred in connection with the audit request and disqualification.

The purpose of this provision and requirement is to assure that CFX has full information with respect to any Contractor claims so as to expedite dispute resolution, processing and satisfying bona fide claims.

3.11 Escrow of Bid Records

Prior to the Contract becoming binding on CFX, the following procedure shall have been timely implemented to secure the Contractor's Bid Records to the satisfaction of CFX:

1. The Contractor, in the company of the CEI, shall rent a safe deposit box, at a bank in Orange, Seminole, Osceola, Lake or Brevard County, of adequate size to hold the original or a legible copy of the Bid Records used by the Contractor and all subcontractors to prepare its bid. The Bid Records, enclosed in a separate sealed container or containers, shall be deposited in the box at that time. The container(s) shall be clearly marked "Bid Records" with the face of the container(s) showing the Contractor's name, address, date of submittal and Project number.

2. Only the Contractor's representative(s) shall sign the signature card required by the bank to allow subsequent access to the box. The Contractor shall request a maximum of two keys to the box which shall be given to the CEI. The CEI will tag the keys, in the presence of the Contractor, with the name of the Contractor, the Project number, the name and location of the bank and the box number.

3. At the time the Bid Records are secured in the safe deposit box, the Contractor shall submit to the CEI an affidavit, signed under oath by the Contractor, listing each Bid Record submitted by author, date, nature and subject matter. By executing this affidavit, the Contractor waives the right to use, directly or indirectly, any Bid Record, other than the Bid Records placed in escrow in the sealed container(s), in any dispute arising out of the Contract. Failure by the Contractor to provide the affidavit will be sufficient cause for CFX to nullify the award of the Contract to the Contractor. The Contractor's Proposal Bond shall be forfeited, and the full amount of the bond shall be paid to CFX as stipulated for liquidated damages.

4. The CEI will transport the keys to CFX's office where the Director of Construction or his authorized representative will sign a receipt acknowledging acceptance of the keys on behalf of CFX. A copy of the receipt will be transmitted to the Contractor.

The keys will be stored in a secure location in CFX's office until such time as any of the following occurs: (i) the Contractor requests that the Bid Records be released to CFX in support of a claim by the Contractor for an adjustment in time or money under Article 2.4 of these General Specifications; (ii) the Contractor requests that the Bid Records be released to CFX as a result of the Contractor initiating arbitration against CFX; (iii) the Contractor requests that the Bid Records be released to CFX for any other reason; or (iv) the Contract

has been satisfactorily completed and the Project accepted by CFX, in writing, and the Contractor has executed a binding release of all claims and potential causes of action related to the Contract. Under any of these circumstances, the CEI will obtain the keys from CFX's office and, in the company of the Contractor's representative authorized by the bank signature card to access the safe deposit box, retrieve the Bid Records. The records will be transmitted by the CEI to the party requesting the release.

If the records are being returned as a result of acceptance of the Project by CFX, the Contractor shall sign a receipt acknowledging that the sealed container(s) has/have been returned to the Contractor unopened.

If the Bid Records are opened for any reason, CFX reserves the right to reveal the contents of the records to consultants, experts and legal counsel retained by CFX to assist with claims evaluation and arbitration preparation. Confidentiality of the Bid Records will be protected by CFX insofar as such protection does not conflict with the requirements of the Florida Public Records Act and Florida Sunshine laws.

All costs and fees associated with the rental and maintenance of the safe deposit box shall be paid by the Contractor.

3.12 Prevailing Party Attorney's Fees

If any dispute regarding Contractor claims arising hereunder or relating to the Contract (and the Contractor's Work hereunder) results in binding arbitration, the prevailing party in such arbitration shall be entitled to recover reasonable attorney's fees and costs including costs and expenses of expert witnesses.

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

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

The term "contested claim" or "claims" shall mean the initial written claim(s) submitted to CFX by the Contractor (disputed by CFX) which have not otherwise been resolved prior to the initiation of binding arbitration. Contractor claims or portions thereof which CFX agreed to pay or offered to pay, in writing, prior to initiation of arbitration shall not be deemed contested claims for purposes of this provision. If the Contractor submits a modified, amended or substituted claim after its original claim and such modified, amended or substituted claim(s) is for an amount greater than the prior claim(s), the higher amount shall be the claim(s) for purposes of determining whether the award is at least eighty percent (80%) of the Contractor's claim(s).

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

The term "costs" shall include any and all costs incurred, including without limitation consultant fees, expert witness fees, court reporter costs, photocopy costs, telephone charges and travel expenses, whether or not such costs are provided by statute or contained in the State-Wide Guidelines.

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

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

END OF SECTION 3

SECTION 4 - CONTROL OF MATERIALS

4.1 Acceptance Criteria

4.1.1 General: Acceptance of materials is based on the following criteria. All requirements may not apply to all materials. Use only materials in the work that meet the requirements of these Specifications. The CEI may inspect and test any material, at points of production, distribution and use.

4.1.2 Sampling and Testing: Use the CFX current sample identification and tracking system to provide related information and attach the information to each sample.

Restore immediately any site from which material has been removed for sampling purposes to the pre-sampled condition with materials and construction methods used in the initial construction, at no additional cost to CFX.

Ensure when a material is delivered to the location as described in the Contract Documents, there is enough material delivered to take samples, at no expense to CFX.

4.1.2.1 Pretest by Manufacturers: Submit certified manufacturer's test results to the CEI for qualification and use on CFX projects. Testing will be as specified in the Contract Documents. CFX may require that manufacturers submit samples of materials for independent verification purposes.

4.1.2.2 Point of Production Test: Test the material during production as specified in the Contract Documents.

4.1.2.3 Point of Distribution Test: Test the material at distribution facilities as specified in the Contract Documents.

4.1.2.4 Point of Use Test: Test the material immediately following placement as specified in the Specifications. After delivery to the project, CFX may require the retesting of materials that have been tested and accepted at the source of supply, or may require the testing of materials that are to be accepted by Producer Certification. CFX may reject all materials that, when retested, do not meet the requirements of these Specifications.

4.1.3 Certification:

4.1.3.1 Approved Products List: An Approved Products List (APL) is published and maintained by the FDOT and may be referenced in the Plans and Specifications. The items on the list have basic approval and are generally acceptable to CFX. However, the Contractor is advised that products on the APL are still subject to final approval and acceptance by CFX. The Contractor shall make no claim for additional compensation or extension of Contract time to replace an item on the APL that is rejected by CFX subsequent to execution of the Contract.

4.1.3.2 Contractor Installation Certification: Provide installation certifications as required by the Contract Documents.

4.1.3.3 Manufacturer Material Certification: Submit material certifications for all materials to the Engineer for approval when required by the Specifications. Materials will not be considered for payment when not accompanied by a material certification. Sample material certification forms are available on the Department's website at the following URL: https://www.fdot.gov/materials/administration/resources/library/publications/certifications/sampleforms.shtm. Ensure that the material certification follows the format of the sample form, is submitted on the manufacturer's letterhead and is signed by a legally responsible person employed by the manufacturer.

4.1.4 Warranty and Guaranty: CFX may require the Contractor to warrant and guaranty that certain Materials used in the construction of the Project meet all specification requirements for a specified time period. Warranty and guaranty requirements are specified in the appropriate Specifications sections governing the Materials.

4.2 Designation of a Specific Product as a Criterion ("Or Equal" Clause)

Reference in the Plans or Specifications to any proprietary article, device, product, material or fixture or any form or type of construction, by name, make or catalog number, with or without the words "or equal", shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may use any article, device, product, material or fixture or any form or type of construction, which in the sole opinion of CFX (expressed in writing) is equal, for the purpose intended, to that named and compatible with existing equipment.

4.3 Source of Supply and Quality Requirements

4.3.1 Only Approved Materials to be Used: Only Materials conforming to the requirements of the Specifications, holding a current approval for manufacturing and/or fabrication by the FDOT and approved by CFX shall be used in the Work. Any Materials

proposed for use by the Contractor may be inspected or tested by CFX at any time during preparation or use. No material shall be used in the Work that becomes unfit after approval. Materials containing asbestos will not be allowed.

4.3.2 Notification of Placing Order: The Contractor shall notify the CEI at least 15 days prior to ordering Materials to allow CFX time for sampling and testing.

4.3.2.1 Notification of Quality Assurance Inspection Arrangements for Fabrication of Critical Items: To facilitate quality assurance inspection of critical items, the Contractor shall submit a fabrication schedule for all items requiring commercial inspection. The fabrication schedule shall be submitted to the CEI before or at the pre-construction conference. Fabrication of critical items include, but is not limited to, steel bridge components, overhead cantilevered sign supports with cantilevered arms exceeding 45 feet, movable bridge components or any other item identified as a critical item in the Plans or Specifications.

4.3.3 Approval of Source of Supply: The source of supply for material proposed for use shall be submitted by the Contractor to the CEI for approval. Delivery of material shall not begin until approval of the CEI is received.

Representative preliminary samples of the character and quantity prescribed shall be submitted by the Contractor for examination and testing. If, after trial, the source of supply does not furnish a uniform product or if the product from any source proves unacceptable at any time, the Contractor shall furnish material from other approved sources.

The production of mineral aggregates shall be under a Producer Quality Control Program approved by the FDOT. Proof of such approval shall be submitted to the CEI. The program shall be in accordance with FDOT requirements and procedures for obtaining and maintaining FDOT approval of developed and operational mineral aggregate sources (mines and redistribution terminals) and the FDOT Mineral Aggregate Manual. Individual certification shall be furnished with each haul unit load of Materials shipped attesting that those specific Materials were produced under an FDOT-approved Producer Quality Control Program. Any haul unit load of mineral aggregates received by the Contractor without an individual certification being made available to the CEI will be considered defective.

4.4 Inspection and Tests at Source of Supply

4.4.1 General: If the volume, progress of Work and other considerations warrant, CFX may elect to inspect Materials at the source of supply. However, CFX assumes no obligation to inspect Materials at the source of supply. The responsibility for assuring that Materials are satisfactory rests entirely with the Contractor.

4.4.2 Cooperation by Contractor: The Contractor shall ensure that CFX has free entry and access at all times to the areas of the plant engaged in the manufacture or production of the Materials ordered. Contractor shall bear all costs incurred to provide all reasonable facilities to assist in determining whether the material furnished complies with the requirements of the Specifications.

4.4.3 Retest of Materials: CFX may retest or may require retesting of any Materials which have been tested and accepted at the source of supply after the same have been delivered to the job site. All Materials, which, when retested, do not comply with the requirements of the Specifications, will be rejected; in which case the cost of such retesting shall be at the expense of the Contractor.

4.5 Storage of Materials and Samples

4.5.1 Method of Storage: Store materials in such a manner as to preserve their quality and fitness for the work, to facilitate prompt inspection, and to minimize noise impacts on sensitive receivers. More detailed specifications concerning the storage of specific materials are prescribed under the applicable Specifications. CFX may reject improperly stored materials.

4.5.2 Use of Right-of-Way for Storage: If the CEI allows, the Contractor may use a portion of the right-of-way for storage purposes and for placing the Contractor's plant and equipment. Use only the portion of the right-of-way that is outside the clear zone, which is the portion not required for public vehicular or pedestrian travel. When used, restore the right-of-way to pre-construction condition at no additional cost to CFX or as specified in the Contract Documents. Provide any additional space required at no expense to CFX.

4.5.3 Responsibility for Stored Materials: Accept responsibility for the protection of stored materials. CFX is not liable for any loss of materials, by theft or otherwise, or for any damage to the stored materials.

4.5.4 Storage Facilities for Samples: Provide facilities for storage of samples as described in the Contract Documents and warranted by the test methods and Specifications.

4.6 Defective Materials

Materials not meeting the requirements of these Specifications will be considered defective. The CEI will reject all such materials, whether in place or not. Remove all rejected material immediately from the site of the work and from storage areas, at no expense to CFX.

Do not use material that has been rejected and the defects corrected, until the CEI has approved the material's use. Upon failure to comply promptly with any order of

the CEI made under the provisions of this Article, the CEI will remove and replace defective material and deduct the cost of removal and replacement from any moneys due or to become due the Contractor.

As an exception to the above, the Contractor may submit, upon approval of the CEI, an engineering and/or laboratory analysis to evaluate the effect of defective in place materials. A Specialty Engineer, who is an independent consultant or the Contractor's Engineer of Record as stated within each individual Section, shall perform any such analysis. The CEI will determine the final disposition of the material after review of the information submitted by the Contractor. No additional monetary compensation or time extension will be granted for the impact of any such analysis or review.

END OF SECTION 4

SECTION 5 - LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC

5.1 Laws to be Observed

5.1.1 General: The Contractor shall comply with all Federal, State, county and city laws, by-laws, ordinances and regulations which control the action or operation of those engaged or employed in the Work or which affect Materials used. CFX will acquire environmental permits required by federal, State, County, and local regulatory agencies for all final improvements. CFX will not provide permits for construction means and methods (burning, dewatering, etc.). The Contractor shall be responsible for these.

The Contractor shall indemnify and hold harmless CFX and all its officers, board members, agents, consultants and employees, in the amount of the Contract, against any claims or liability arising from or based on the violation of any such laws, by-laws, ordinances, regulations, orders or degrees by the Contractor or its subcontractors and suppliers.

5.1.2 Plant Quarantine Regulations: The Contractor shall contact the local or other available representatives of the U.S. Department of Agriculture Animal and Plant Health Inspection Service and the Florida Department of Agriculture and Consumer Services to ascertain any current restrictions regarding plant pests which may be imposed by those agencies. Contractor shall remain current with regard to the latest quarantine boundary lines during the construction period. Any restrictions imposed by authorized agencies may affect Contractor's operations involving items such as clearing and grubbing, earthwork, grassing and mulching, sodding, landscaping and other items that may involve the movement of Materials containing plant pests across quarantine lines. Any infringement, damages, remedial activities and/or costs thereof associated with imposed agency restrictions will be borne by the Contractor.

5.1.3 Introduction or Release of Prohibited Aquatic Plants, Plant Pests or Noxious Weeds: The Contractor shall not introduce or release prohibited aquatic plants, plant pests or noxious weeds into the Project limits for any reason. The Contractor shall immediately notify the CEI upon discovery of any prohibited aquatic plants, plant pests or noxious weeds within the Project limits. The Contractor shall not move prohibited aquatic plants, plant pests or noxious weeds and their reproductive parts without a permit from the respective State and/or Federal agency. Prohibited aquatic plants, plant pests and noxious weeds are defined in Rule 16C-52 and Rule 5B-57, Florida Administrative Code. Furnish the CEI, prior to incorporation into the project, with a certification from the Florida Department of Agriculture and Consumer Services, Division of Plant Industry, stating that the sod, hay, straw, and mulch materials are free of noxious weeds, including Tropical Soda Apple.

5.1.4 Compliance with Federal Endangered Species Act: Prior to establishing any off-project activity in conjunction with the Project (e.g., borrow pits, concrete or asphalt plant sites, material or Equipment storage sites), the Contractor shall certify to CFX that the Contractor has made, through the use of a qualified environmental scientist, such investigations as may be necessary to comply with the Federal Endangered Species Act. The Contractor shall immediately notify CFX if the Contractor's investigation reveals the need for a biological assessment to determine what measures, if any, are necessary to mitigate the impact on endangered species. The cost for any required biological assessment or subsequent measures required to mitigate the impact on endangered species shall be solely at the Contractor's expense.

No Work shall be performed on site preparation for any off-project activity until CFX receives the Contractor's certification.

5.1.5 Occupational Safety and Health Requirements: The Contractor shall take precautions necessary for the protection of life, health and general occupational welfare of all persons (including employees of both the Contractor, CFX and all of its officers, agents and consultants) until the Work has been completed and accepted by CFX.

The Contractor and all Subcontractors shall not allow any person employed in performance of the Work to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to health or safety, as determined under the safety and health standards, set forth in Title 29, Code of Federal Regulations, Part 1518 published in the Federal Register on April 17, 1971, as promulgated by the United States Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act, (83 Stat. 96) including any subsequent revisions and updates.

5.1.6 Discovery of Unmarked Human Burial Site: The Contractor shall notify the CEI within two hours of the Contractor's or subcontractor's discovery of an unmarked human burial site. All Contractor or subcontractor activity that may disturb the site shall cease immediately upon discovery of the site. The Contractor shall not resume activity at the burial site until written authorization is received from the CEI.

5.1.7 Insecticides and Herbicides: Contractor shall contact the Local County Extension Office for a list of approved Insecticides or Herbicides. Contractor shall: adhere to all labeling instructions; exercise extreme caution to prevent damage to vegetation adjacent to the treated area; and replace any damage as the result of these Materials being applied outside the designated treatment area at no expense to CFX.

5.2 Permits and Licenses

5.2.1 General: Except as specifically provided for elsewhere in the Specifications, the Contractor shall secure all permits and licenses and give all notices necessary and incidental to the due and lawful prosecution of the Work. The Contractor shall pay all charges and fees for any required licenses and permits.

5.2.2 Whenever the Work under or incidental to the Project requires structures and/or dredge/fill/construction activities within the Project limits in waters of the State, CFX will obtain the necessary permits. Any modifications or revisions to an original permit will also be obtained by CFX provided that it is shown that such modifications or revisions are required to complete the construction operations specifically called for in the Plans or Specifications and within the right-of-way limits.

The Contractor shall be responsible to obtain any permits that may be required for Work performed by the Contractor outside the right-of-way or easements for the Project.

In performing the Work, when under the jurisdiction of any environmental regulatory agency, the Contractor shall comply with all regulations issued by such agencies and with all general, special and particular conditions relating to construction activities of any kind and all permits issued to CFX as though such conditions were issued to the Contractor. The Contractor will be responsible for posting any permit placards in a protected location at the worksite.

In case of any discrepancy between any permit condition and a requirement of the Plans or Specifications, the permit condition shall prevail.

If the permit conditions require Work or the furnishing of Materials not specifically provided for in the basis of payment clause for a pay item, such Work or furnishing of Materials will be considered unforeseeable Work by CFX and the Contractor will be compensated in accordance with Article 2.5 of these General Specifications. Special sequencing or scheduling of operations that may be required by permit conditions will not be considered unforeseeable Work by CFX and no additional compensation will be made to the Contractor.

5.3 Patented Devices, Materials and Processes

Payments to the Contractor are understood to include all royalties and costs arising from patents, trademarks and copyrights in any way involved with the Work. Whenever the Contractor is required or desires to use any design, device, material or process covered by letters of patent, trademark, trade secret or copyright, CFX's and the Contractor's right for

such use shall be provided by suitable legal agreement with the patentee or owner of the copyright. A copy of such agreement shall be submitted to CFX; however, whether or not such agreement is made or filed, the Contractor and its surety, in all cases, shall indemnify and hold harmless CFX and all of its officers, board members, agents, consultants and employees, from any and all claims for infringement by reason of the use of any such patented design, device, material or process, on the Work and shall indemnify CFX and all of its officers, agents, consultants and employees for any costs, expenses and damages which CFX may be obligated to pay by reason of any such infringement, at any time during the Work and for a period of three years after completion and acceptance of the Project by CFX.

5.4 Right-of-Way Furnished by CFX

Except as may be otherwise stipulated in the Specifications or as may be shown on the Plans, all right-of-way necessary for completion of the Project will be furnished by CFX without cost to the Contractor. If borrow material areas furnished by CFX contain limerock, such material shall not be removed from the pit without specific written approval from CFX.

5.5 Sanitary Provisions

The Contractor shall provide and maintain in a neat and sanitary condition such accommodations for the use of Contractor's employees as are necessary to comply with the requirements and regulations of the State and local boards of health. The Contractor shall not create any public nuisance.

5.6 Control of the Contractor's Equipment

5.6.1 Traffic Interference: Contractor shall not permit Equipment to unreasonably interfere with traffic while the Equipment is on or traversing a road or street.

5.6.2 Overloaded Equipment: Any hauling unit or Equipment loaded in excess of the maximum weights set out in the Florida Uniform Traffic Control Law (or lower weights that may be legally established for any section of road or bridge by the FDOT or local authorities) shall not be operated on any road or street except as provided in subarticle 5.6.3 below for crossings or as provided by a special permit issued by the governmental unit having jurisdiction over a particular road or bridge. This restriction applies to all roads and bridges inside and outside the Project limits as long as these roads and bridges are open for public use. Roads and bridges, which are to be demolished, may be overloaded after they are permanently closed to the public. All liability for loss or damages resulting from Equipment operated on a structure permanently closed to the public shall be the responsibility of the Contractor.

5.6.3 Crossings: Where it is necessary to cross an existing road, including specifically the existing travel lanes of a divided highway within the limits of the Project, the Contractor shall obtain the necessary permits from the governmental unit having jurisdiction. The Contractor shall comply with all permit conditions at no additional cost to CFX. The Contractor will be required to provide flagging and watchman service or approved signal devices, for the protection of traffic at all such crossings, in accordance with an approved written plan for that activity.

5.6.4 Protection from Damage by Tractor-Type Equipment: Positive measures shall be taken by the Contractor to assure that tractor-type Equipment does not cause damage to roads. If any such damage occurs, the Contractor shall immediately repair the damage to the satisfaction of the governmental unit having jurisdiction over the road and at no cost to CFX.

5.6.5 Contractor's Equipment on Bridge Structures: The Contractor, through its Specialty Engineer, shall analyze the effect of imposed loads on bridge structures, within the limits of the Project, resulting from the following operations:

1) Overloaded Equipment as defined in subarticle 5.6.2 above:
   a) Operating on or crossing over completed bridge structures.
   b) Operating on or crossing over partially completed bridge structures.

2) Equipment within legal load limits:
   a) Operating on or crossing over partially completed bridge structures.

3) Construction cranes:
   a) Operating on completed bridge structures.
   b) Operating on partially completed bridge structures.

Any pipe culvert or box culvert qualifying as a bridge, as defined under subarticle 1.3.3 of these General Specifications is excluded from the above requirements.

A completed bridge structure is a structure in which all elemental components comprising the load carrying assembly have been completed, assembled and connected in their final position. The components to be considered shall also include any related mediums transferring load to any bridge structure.

The Contractor shall determine the effect the Equipment loads have on the bridge structure and the procedures by which the loaded Equipment can be used without exceeding the load capacity for which the structure was designed.

The Contractor shall submit to the CEI for approval eight (8) copies of design calculations, layout drawings and erection drawings showing how the Contractor's Equipment will be used so that the bridge structure will not be overstressed. One (1) of the eight (8) copies of the drawings and the cover sheet of one (1) of the eight (8) copies of the calculations shall be signed and sealed by the Contractor's Specialty Engineer as the CFX record set.

5.6.6 Posting of the Legal Gross Vehicular Weight: The maximum legal gross weight, as set out in the Florida Uniform Traffic Code, shall be displayed in a permanent manner on each side of any dump truck or any dump type tractor-trailer unit hauling embankment material, construction aggregates, road base material or hot bituminous mixture to the Project over any public road. The weight shall be displayed in a location clearly visible to the scale operator, in numbers that contrast in color with the background and are readily visible and readable from a distance of 50 feet.

5.7 Structures Over Navigable Waters

5.7.1 Compliance with Jurisdictional Regulations: Where structures are erected in, adjacent to or over navigable waters, the Contractor shall observe all regulations and instructions of jurisdictions having control over such waters. The Contractor shall not obstruct navigation channels without permission from the proper authority and shall provide and maintain navigation lights and signals in accordance with jurisdictional requirements.

5.8 Use of Explosives

The use of explosives will not be allowed.

5.9 Preservation of Property

5.9.1 General: The Contractor shall preserve from damage all property along the line of Work or which is in the vicinity of or is any way affected by the Work, the removal or destruction of which is not called for by the Plans. This requirement shall apply to public and private property, public and private utilities (except as modified by subarticle 5.9.6 below), trees, shrubs, crops, signs, monuments, fences, guardrail, pipe, underground structures, public highways (except natural wear and tear of highway resulting from legitimate use thereof by the Contractor) and the like. Property damaged due to the activities of the Contractor shall be immediately restored, at Contractor's expense, to a condition similar or equal to that existing before such damage or injury was done by the Contractor.

The Contractor shall protect existing bridges from damage caused by Contractor's operations during the entire construction period. The Contractor will not be required to provide routine repairs or maintenance for such structures but will be required, at Contractor's expense, to make immediate repairs of any damage caused by the Contractor's operations.

The Contractor shall protect all geodetic monuments, horizontal or vertical, located within the limits of construction.

5.9.2 Failure to Restore Damaged Property: If the Contractor fails to restore such property, bridge or road CFX may, at its sole option and with 48 hours notice to the Contractor, proceed to repair, rebuild or otherwise restore the damaged property, bridge or road at Contractor's cost or expense. The cost of such repairs will be deducted by CFX from any monies due or which may become due the Contractor.

5.9.3 Contractor's Use of Streets and Roads

5.9.3.1 On Systems Other than the CFX System: Where the Contractor hauls material or Equipment to the Project over roads and bridges on the state park road system, state highway system, county road system or city street system and such hauling causes damage, the Contractor, at Contractor's cost and expense, shall immediately repair such roads or bridges to as good a condition as existed before the hauling began.

5.9.3.2 On the CFX System: The Contractor shall also be responsible for repairing damage caused by hauling Materials to the Project along roads and bridges outside the limits of the Project which are on the CFX system (roads
under the jurisdiction of CFX) or are specifically designated in the Plans as haul roads from CFX furnished Materials pits.

5.9.3.3 Within the Limits of the Project: The Contractor shall not operate Equipment or hauling units of such weight as to cause damage to previously constructed elements of the Project including but not necessarily limited to, bridges, drainage structures, base course and pavement. Equipment or hauling units loaded in excess of the maximum weights set out in subarticle 5.6.2 above shall not be operated on existing pavements that are to remain in place (including pavement being resurfaced), cement-treated subgrades and bases, concrete pavement, any course of asphalt pavement and bridges. Exceptions to these weight restrictions may be allowed for movement of necessary Equipment to and from its work site, for hauling of offsite fabricated components to be incorporated into the Project and for crossings as detailed in subarticle 5.6.3 above.

5.9.3.4 Cleaning and Maintenance of Streets and Roads: Whenever the Contractor utilizes any streets or roads, whether on the CFX system or otherwise, for cyclical material hauling operations, for example embankment, excavation, etc., the condition of all affected streets or roads will be assessed by the Contractor through an initial video survey with the CEI prior to hauling operations. Throughout the hauling operations or when changes to haul routes occur, the Contractor shall provide updated video surveys performed every two weeks to monitor the current street, road and/or facility conditions. The video survey will be submitted in duplicate to the CEI and narrated to identify the respective street, road or facility, with detail of specific features, condition, etc. Any deterioration, whatsoever, to the condition of the streets or roads from this initial video survey and subsequent two-week updates will be viewed as being a result of the Contractor's operations and shall be repaired to equal or better condition, at the Contractor's expense, within two weeks after notification by the CEI. The Contractor will be responsible to prevent, clean and replace areas of the travel ways and appurtenances (including but not limited to bridge decks, drainage, roadway surface, striping) utilized by the Contractor where tracking and/or spillage of materials have occurred. Cleaning and preventive measures that will not deteriorate the existing facility conditions will be utilized and may include pressure washing, sanding etc.

5.9.4 Traffic Signs, Signal Equipment, Highway Lighting, and Guardrail: Contractor shall protect all existing roadside signs, signal equipment, highway lighting and guardrail, for which permanent removal is not indicated, against damage or displacement. Whenever such signs, signal equipment, highway lighting or guardrail lie within the limits of construction, or wherever so directed by the CEI due to urgency of construction operations, take up and properly store the existing roadside signs, signal equipment, highway lighting and guardrail and subsequently reset them at their original locations or, in the case of widened pavement or roadbed, at locations designated by the CEI.

If CFX determines that damage to such existing or permanent installations of traffic signs, signal equipment, highway lighting or guardrail is caused by a third party(ies), and is not otherwise due to any fault or activities of the Contractor, CFX will, except for any damage resulting from vandalism, compensate the Contractor for the costs associated with the repairs. Contractor shall repair damage caused by vandalism at no expense to CFX.

5.9.5 Operations Within Railroad Right of Way

5.9.5.1 Notification to the Railroad Company: The Contractor shall notify the CEI and the railroad company's division engineer or superintendent a minimum of 72 hours in advance of beginning any operations within the limits of the railroad right of

way, any operations requiring movement of employees, trucks or other Equipment across the tracks of the railroad company at other than established public crossings, and any other Work which may affect railroad operations or property.

5.9.5.2 Contractor's Responsibilities: The Contractor shall comply with the requirements that the railroad company's division engineer or superintendent considers necessary to safeguard the railroad's property and operations. Any damage, delay or injury and any suits, actions or claims made because of damages or injuries resulting from the Contractor's operations within or adjacent to railroad right of way shall be the Contractor's responsibility.

5.9.5.3 Watchman or Flagging Services: When protective services are necessary during certain periods of the Project to provide safety for railroad operations, the railroad company will provide such services (watchman or flagging) and CFX will reimburse the railroad company for the cost thereof. The Contractor shall schedule Work that affects railroad operations to minimize the need for protective services by the railroad company.

5.9.6 Utilities

5.9.6.1 Arrangements for Protection or Adjustment: Work shall not commence at points where the Contractor's operations adjacent to utility facilities may result in expense, loss or disruption of service to the public or owners of the utilities until the Contractor has made all arrangements necessary for the protection of the utilities. The Contractor shall be solely and directly responsible to the owners and operators of such utilities for any damage, injury, expense, loss, inconvenience, or delay caused by the Contractor's operations.

CFX will make the necessary arrangements with the utilities owners for removal or adjustment of utilities where such removal or adjustment is determined by CFX to be essential to the performance of the Work. Relocations or adjustments requested by the Contractor based on the Contractor's proposed use of a particular method of construction or type of Equipment will not be considered as being essential to the Work if other commonly used methods and Equipment could be used without the necessity of relocating or adjusting the utility. CFX will determine the responsibility for any such required adjustments of utilities. Relocations or adjustments requested because of delivery to the Project of Materials furnished by the Contractor shall be the responsibility and expense of the Contractor.

Circumstance under which CFX will consider utility relocations or adjustments essential include, but are not necessarily limited to, the following:

1) Utilities lying within the vertical and horizontal construction limits plus the reasonably required working room necessary for operation of

Equipment normally used for the particular type of construction except as provide in subparagraph 4 below. In the case of overhead electrical conductors which carry more than 400 volts, a minimum of 10 feet clearance between the conductor and the nearest possible approach of any part of the Equipment will be required, except where the utility owner effects safeguards approved by the Florida Department of Labor and Employment Security.

2) Utilities lying within the horizontal limits of the Project and within 12 inches below the ground surface or the excavation surface on which the construction Equipment is to be operated or within 12 inches below the bottom of any stabilizing course called for on the Plans.

3) Utilities lying within the normal limits of excavation for underground drainage facilities or other structures (except as provided in subparagraph 4 below). Such normal limits shall extend to side slopes along the angle of repose as established by sound engineering practice, unless the Plans or Specifications require the sides of the excavation to be supported by sheeting or the Contractor elects to sheet such excavation for the Contractor's convenience.

4) Where utilities cross pipe trenches transversely within the excavation area but not within positions from which relocation or removal is necessary, the utility owner will be responsible for providing and effecting all reasonable measures for their support and protection during construction operations. The Contractor shall cooperate with the utility owner in the owner's effecting such support and protective measures. The Contractor shall be responsible for any damage to the utility that is caused by neglect or failure on the Contractor's part to cooperate and to use proper precaution in performing the Work.

In the event that a temporary relocation of a utility or a particular sequence of timing in the relocation of a utility is necessary, such relocation shall be done only as directed by CFX. CFX will not be responsible for utility adjustments or temporary relocation work or for the conditions resulting therefrom, where such adjustments are: not necessitated by the construction of the Project; or done solely for the benefit or convenience of the utility owner or its contractor (or the Contractor where Contractor's construction procedures are considered by CFX to be other than normal); or not shown on the approved Plans for the utilities relocation or the construction.

5.9.6.2 Cooperation with Utility Owners: The Contractor shall cooperate with the utility owners in the removal and/or rearrangement of utilities. If utility service is interrupted due to construction operations, the Contractor shall immediately notify the owner of the utility and the CEI and cooperate in the prompt restoration of

service. If water service is interrupted, the Contractor's repair work shall be continuous until the service is restored. No Work shall be undertaken around fire hydrants until the local fire authority has approved provisions for continued service.

5.9.6.3 Utility Adjustments: Utility adjustments and reconstruction Work may be underway during the Work. The Contractor shall effectively cooperate, coordinate, and schedule utility adjustments with utility construction crews in maintaining utility service. The Contractor shall use caution when working adjacent to utilities that have been relocated. The Contractor shall repair, at Contractor's expense, damages to relocated utilities resulting from Contractor's operations.

5.9.6.4 Weekly Meetings: Contractor shall conduct weekly meetings on the job site with all the affected utility companies and the CEI in attendance to coordinate Project construction and utility relocation, and shall submit a list of all attendees one week in advance to the CEI for approval.

Provide the approved Work Progress Schedule and Work Plan for the project to document the schedule and plan for road construction and utility adjustments. When utility relocations no longer affect construction activities, the Contractor may discontinue the meetings with the CEI's approval.

5.10 Responsibility for Damages, Claims, etc.

5.10.1 Contractor to Provide Indemnification: The Contractor shall indemnify and hold harmless CFX, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the construction Contract.

The Contractor's obligation to indemnify and pay for the defense or, at CFX's option, to participate and associate with CFX in the defense and trial of any damage claim or suit and any related settlement negotiations, shall arise within 7 days of receipt by the Contractor of the CFX notice of claim for indemnification to the Contractor. The notice of claim for indemnification will be served by certified mail. The Contractor will pay all costs and fees related to this obligation and its enforcement by CFX.

It is specifically agreed between the parties executing this Contract that it is not intended by any of the provisions of any part of the Contract to create in the public or any member thereof, a third-party beneficiary hereunder, or to authorize anyone not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract

5.10.2 Guaranty of Payment for Claims: The Contractor guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against him or any subcontractor, in connection with the Contract. CFX's final acceptance and payment does not release the Contractor's bond until all such claims are paid or released.

5.11 Insurance

Anything contained herein to the contrary notwithstanding, during the term of the Contract and for such additional time as may be further required, the Contractor shall provide, pay for and maintain in full force and effect insurance outlined in subarticles 5.11.1 through 5.11.9 below for coverage at not less than the prescribed minimum limits of liability, covering the Contractor's activities and those of any and all subcontractors (including officers, directors, employees or agents of each and their successors). All insurance shall be provided through companies authorized to do business in the State of Florida and considered acceptable by CFX.

Upon execution of the Contract, the Contractor shall furnish to CFX, Certificates of Insurance bearing a manual signature of the authorized representative of the insurance company. No Work shall commence under the Contract unless and until the required Certificates of Insurance described herein are in effect and have been approved by CFX. The Certificate of Insurance shall be issued to CFX and shall reference the complete and correct Project number, as well as the full and complete name of each insurance company, including city and state of domicile, as listed by A.M. Best Company. All insurance must be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a Financial Strength Rating (FSR) of at least "A-" (Excellent) and a Financial Size Category (FSC) of at least Category "VIII" as defined by A.M. Best Company, or equivalent ratings from another nationally recognized insurance rating service. Such Certificates shall provide that in the event of cancellation, non-renewal or material reduction in coverage (including any material reduction of limits of Liability), the insurer will provide thirty (30) days prior notice of such cancellation, non-renewal or material reduction by certified mail to CFX. In addition, certified true copies of all policies shall be provided to CFX upon specific written request. Renewal Certificates of Insurance for all policies shall be submitted by the Contractor so that they are received by CFX no later than thirty (30) calendar days prior to the expiration of existing insurance coverage. Failure by the Contractor to meet this required timeframe will result in suspension of partial payments on monthly estimates until the certificates are received and accepted by CFX.

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

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

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

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

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

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

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

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

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

5.11.2 Worker's Compensation: The Contractor shall maintain coverage for its employees in accordance with the laws of the State of Florida. The amount of coverage shall not be less than the limits of insurance as required in subarticle 5.11.1.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of CFX for all work performed by the Contractor, its employees, agents and subcontractors.

5.11.3 Commercial General Liability Insurance: Coverage shall be maintained by the Contractor providing Commercial General Liability Insurance as provided on Insurance Services Office form GC 00 01 or an equivalent thereof. Limits of Liability for Bodily Injury Liability and/or Property Damage Liability shall not be less than the limits of insurance as required in Section 5.11.1. The 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.

The policy shall contain an endorsement providing for Aggregate Limits of Liability to be on a per Project basis. This endorsement shall state that Aggregate Limits as specified herein apply separately and specifically to this Project.

Products and Completed Operations coverage, evidenced by a Certificate of Insurance, shall be maintained for a period of not less than through the applicable statutes of limitation and period of repose under Florida law.

If watercrafts are to be used in the performance of any Work under the Contract, watercraft operations shall be covered under the Comprehensive General Liability policy providing limits in accordance with the General Liability requirements.

If the Project involves Work or operations by the Contractor within the limits of the railroad right-of-way, including any encroachments thereon from Work or operations in the vicinity of the railroad right-of-way, the railroad shall be named as an Additional Insured under this policy.

CFX, its employees, members, officers, agents, consultants, and successors shall be named as Additional Insured under this policy. Insurance Services Office endorsement CG 20 10 (11 85 edition date) or both CG 20 10 and CG 20 37(12 19 edition dates) forms (if later edition dates are used), shall be used to meet these requirements and a photocopy of same shall be provided with the Certificate.

5.11.4 Commercial Automobile Liability Insurance: The Contractor shall maintain coverage applicable to the ownership, maintenance, use, loading and unloading of any owned, non-owned, leased or hired vehicle issued on Insurance Services Office form CA 00 01 or its equivalent. The amount of coverage shall not be less than the limits of insurance as required in subarticle 5.11.1.

This policy shall include coverage for liability assumed under contract (if not provided for under the Commercial General Liability policy). In the event the Contractor does not own automobiles, the Contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or through a separate Business Auto Liability policy.

CFX, its employees, members, officers, agents, consultants, and successors shall be named as Additional Insured under this policy.

5.11.5 Umbrella/Excess Liability Insurance: If an Umbrella or Excess Liability Insurance policy is used to attain the required limits of liability, the sum of the limits provided by the Primary insurance and the Umbrella or Excess Liability insurance must at least equal the Limits of Liability as required by subarticle 5.11.1

The Umbrella/Excess Liability Insurance policy or Excess policy shall afford coverage equivalent to the required coverage as set forth in this Article 5.11. Policy inception date must also be concurrent with the inception dates of the underlying General Liability and Automobile Liability policies.

Umbrella or Excess policy Certificate of Insurance shall stipulate the underlying limits of liability applicable. A photocopy of the endorsement so evidencing shall be attached to the Certificate.

CFX, its employees, members, officers, agents, consultants, and successors shall be named as Additional Insured under this policy.

5.11.6 Builder's Risk: If this Contract includes: (1) construction of any new buildings, (2) any addition, improvement, alteration, or repair to existing buildings, or (3) the installation of machinery or equipment into any existing buildings, the Contractor shall maintain builders' risk insurance providing coverage to equally protect the interests of CFX, the Contractor and subcontractors of any tier.

Coverage shall be written on a completed value form in an amount at least equal to 100% of the estimated completed value of the buildings plus any subsequent modifications of that sum. The coverage shall be written on an "all-risk" basis and shall, at a minimum, cover the perils insured under the Insurance Services Office CP 10 30 Special Causes of Loss Form and shall include property in transit and property stored on or off premises that shall become part of the buildings.

The Contractor agrees not to maintain a wind or flood sub-limit less than 25% of the estimated completed value of the buildings. The Contractor agrees any flat deductible(s) shall not exceed $25,000, and any windstorm percentage deductible (when applicable) shall not exceed five percent (5%).

The coverage shall not be subject to automatic termination of coverage in the event the project/building is occupied in whole or in part, or put to its intended use, or partially accepted by CFX. If such restriction exists the Contractor shall request that the carrier endorse the policy to amend the automatic termination clause to only terminate coverage if the policy expires, is cancelled, CFX's interest in the project ceases, or the project is accepted and insured by CFX.

5.11.7 Railroad Insurance: If the Contractor performs Work on, adjacent to, over or under a railroad, railroad property or railroad right-of-way, the Contractor shall furnish CFX (for transmittal to the railroad company) an insurance certificate with the railroad named as the insured which (with respect to the operations the Contractor or any of its subcontractors perform) will provide for Railroad Protective Liability insurance providing coverage for bodily injury, death and property damage

of a combined single limit of Five Million Dollars ($5,000,000.00) per occurrence, with an aggregate limit of Ten Million Dollars ($10,000,000.00) for the term of the policy. The policy shall be written on the ISO/RIMA (CG 00 3S 11 85) with Pollution Exclusions Amendment (CG 28 31 11 85) endorsement deleting Common Policy Conditions (CG 99 01) if Common Policy Conditions are included in the policy and Broad Form Nuclear Exclusion (IC 00 21). CFX, its employees, members, officers, agents, consultants, and successors shall be named as Additional Insured under this policy.

5.11.8 Pollution Legal/Environmental Legal Liability Insurance (CPL) - If the Contractor performs work involving hazardous waste materials, the Contractor agrees to maintain Contractor's Pollution Legal/Environmental Legal Liability Insurance on a per-project basis. Coverage shall be for pollution losses arising from all services performed to comply with this contract. Coverage shall apply to sudden and gradual pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants, or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage.

If policy is written on a Claims Made form, a retroactive date prior to or equal to the effective date of the Contract is required, and coverage must be maintained for 3 years after completion of contract or "tail coverage" must be purchased. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the Contractor agrees to purchase the SERP with a minimum reporting period of not less than three years. Purchase of the SERP shall not relieve the Contractor of the obligation to provide replacement coverage.

Coverage should include and be for the at least the minimum limits listed below:

1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;

2) Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.

3) Cost of Cleanup/Remediation.

Limits
Each Occurrence - $ 2,000,000
General Aggregate - $ 4,000,000

For acceptance of Pollution Legal/Environmental Legal Liability coverage included within another policy coverage required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Pollution Legal/Environmental Legal Liability and other coverage combined.

If the CGL and CPL policy is issued by the same issuer, a total pollution exclusion shall be attached to the Contractor's CGL policy and an appropriate premium credit provided from the issuer to the Contractor.

CFX, its employees, members, officers, agents, consultants and successors shall be named as Additional Insured under this policy.

5.11.9 Professional Liability- If the construction method is "design-build" the Contractor agrees to maintain Professional Liability on a per-project basis. The Contractor agrees that the policy shall include a minimum three-year extended reporting period. The Contractor agrees that the Retroactive Date equals or precedes the execution date of this Contract or the performance of services specified hereunder. The Contractor agrees to provide coverage with limits and deductibles as prescribed below.

Total D-B Contract Price	Minimum Coverage Limits
Up to $30 Million	$1 Million coverage
$30 to $75 Million	$2 Million coverage
More than $75 Million	$5 Million coverage

This requirement maybe satisfied by the Design-Build Firm's professional team member qualified under Rule 14-75, FAC.

Contract Amount	**Minimum Limit**	**Maximum Deductible**
Up to $1 million	50% of project cost, minimum of $100,000 per occurrence	10% of project cost or $25,000, whichever is smaller
$1 million and Up	$1,000,000	$100,000

5.12 Contract Bond (Public Construction Bond) Required

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

5.12.2 Continued Acceptability of Surety: In the event that the surety executing the bond (although acceptable to CFX at the time of execution of the Contract) subsequently becomes insolvent or bankrupt or becomes unreliable or otherwise unsatisfactory due to any cause which becomes apparent after CFX's initial approval of the company, then CFX may require that the Contractor immediately replace the surety bond with a similar bond drawn on a surety company which is reliable and acceptable to CFX. In such event, all costs of the premium for the new bond, after deducting any amounts that might be returned to the Contractor from its payment of premium on the defaulting bond, will be borne by CFX.

5.13 Contractor's Responsibility for Work

Until final acceptance by CFX, the Work shall be under the charge and custody of the Contractor. The Contractor shall take every necessary precaution against injury or damage to the Work by the action of the elements or from any other cause whatsoever arising either from the execution or non-execution of the Work and shall rebuild, repair, restore and make good, without additional compensation, all injury or damage to any portion of the Work including extensive or catastrophic damages.

The Contractor is advised that the project is located within a hurricane region. The Contractor shall submit to CFX at the project Preconstruction Conference, a hurricane preparedness plan detailing the procedures to be followed by the Contractor to ensure the safety of personnel, equipment, stored materials, and the Work when a hurricane watch notice for the project area is issued by the United States Weather Service.

The Contractor will not be held responsible for damage to any landscape items caused by an officially declared hurricane that occurs after the final acceptance of the entire Work but during any remaining portion of the 90-day establishment period.

5.14 Opening Section of Highway to Traffic

When any bridge or section of roadway is, in the opinion of CFX, acceptable for travel, CFX may direct that the bridge or roadway be opened to traffic. Such opening shall not be considered, in any way, to be an acceptance of the bridge or roadway or any part thereof or as a waiver of any provision of the Contract. The Contractor shall make all repairs or renewals due to defective Work or Materials (or for any cause other than ordinary wear and tear) on such opened sections without additional compensation.

5.15 Scales for Weighing Materials

5.15.1 Applicable Regulations: Prior to the use of any scales, the Contractor shall submit to the CEI a copy of a certificate of accuracy for the scales that is not more than 1 year old. All scales which are used for the determination of the weight of Materials upon which compensation will be made by CFX shall conform to the requirements of Chapter 531, Florida Statutes, pertaining to specifications, tolerances and regulations as administered by the Bureau of Weights and Measures of the Florida Department of Agriculture. CFX reserves the right to perform scale checks/inspections at its sole discretion.

5.15.2 Base for Scales: Such scales shall be placed on a substantial horizontal base that will assure proper support, rigidity and maintenance of level of the scales.

5.15.3 Protection and Maintenance: All scale parts shall be in proper condition as to level and vertical alignment and shall be fully protected against contamination by dust, dirt and other matter which might affect operation of the parts.

5.16 Source of Forest Products

As required by Section 255.20, Florida Statutes, all timber, timber piling or other forest products which are used in the construction of the Project shall be produced and manufactured in the State of Florida, price and quality being equal and provided such Materials produced and manufactured in Florida are available.

5.17 Regulations of Air Pollution

5.17.1 General: All Work shall be done in accordance with all Federal, State and local laws and regulations regarding air pollution and burning.

5.17.2 Dust Control: The Contractor shall ensure that excessive dust is not transported beyond the limits of construction in populated areas. Dust control for embankment or other cleared or unsurfaced areas may be by application of water or calcium chloride, as directed by CFX. Any use of calcium chloride shall be in accordance

with Section 102 of the Technical Specifications. When included in the Plans, mulch, seed, sod or temporary paving shall be installed as early as practical. Dust control for storage and handling of dusty materials may be made by wetting, covering or other means as approved by the CEI.

5.17.3 Asphalt Material: Any asphalt used shall be emulsified asphalt unless otherwise stated in the Plans and allowed by Chapter 17-2 of the Rules and Regulations of the Florida Department of Environmental Protection. Asphalt materials and components shall be stored and handled to minimize unnecessary release of hydrocarbon vapors.

5.17.4 Asphalt Plants: The operation and maintenance of asphalt plants shall be in accordance with Chapter 17-2 of the Rules and Regulations of the Florida Department of Environmental Protection. A valid permit as required under Chapter 17-2 shall be available at the plant site prior to the start of Work.

5.18 Dredging and Filling

If required by the Work, the Contractor shall comply with Section 370.033, Florida Statutes, regarding obtaining a certificate of registration from the Florida Department of Environmental Protection and keeping accurate records and logs of all dredge and fill activities.

5.19 Erosion Control

This Project will be constructed on properties that may be subject to environmental permits and regulation promulgated by city, county, state, federal, and regional authorities. Requirements for erosion control are included in the Technical Specifications.

5.20 Contractor's Motor Vehicle Registration

The Contractor shall provide proof to CFX that all motor vehicles operated or caused to be operated by the Contractor are registered in compliance with Chapter 320, Florida Statutes. Such proof of registration shall be submitted in the form of a notarized affidavit to CFX. No payment will be made to the Contractor until the required proof of registration is on file with CFX.

5.21 Internal Revenue Service Form W-9

The Contractor shall complete and return with the executed Contract, Internal Revenue Service Form W-9, Request for Taxpayer Identification Number and Certification.

5.22 Tolls and Access

The Contractor shall pay all tolls incurred from using CFX's Expressway System to transport personnel, equipment, or materials to and from the site of Work. Any costs incurred by the Contractor in payment of tolls shall be considered incidental and included in associated items. The term "equipment" in this context includes loaders, graders and similar self-propelled equipment, operating under their own power, passing through a toll plaza.

Contractor shall access the Project by existing expressway ramps. No access will be allowed through the right-of-way fence.

5.23 Requests for References or Performance Evaluations

In the event CFX at any time receives any direct or third party inquiry or request concerning the Contractor, its employees or sub-contractors, or the performance of the Contractor, its employees or sub-contractors under this Contract, CFX, at any time and in all cases, may, but shall not be obligated to respond to any such inquiry or request, with or without notice to the Contractor, its employees, or subcontractors, as the case may be, but, in all cases, such response shall be limited to: (1) acknowledging that the Contractor has, or in the past has had, a contract with CFX; (2) the date, term and type of such contract; (3) whether a specified employee or subcontractor worked on the Contract, and if so, in what capacity; (4) whether such contract was terminated early for any reason other than the convenience of CFX; (5) whether such contract was eligible for renewal or extension; and, (6) if such contract was eligible for renewal or extension, whether in fact such contract was renewed or extended. Should the Contractor, its employees, its agents or subcontractors request that any further information be provided in response to such an inquiry or request, such additional information may be provided by CFX, in its sole discretion. Contractor for itself, its employees, its agents and sub-contractors, hereby expressly waives any and all claims of whatever kind or nature that the Contractor, its employees, its agents or sub-contractors may have, or may hereafter acquire, against CFX relating to, or arising out of CFX's response to any and all requests or inquiries concerning the Contractor, its employees or subcontractors under this Contract, or the performance of the Contractor, its employees or subcontractors under this Contract.

5.24 Unauthorized Aliens

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

5.25 Public Records

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

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

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

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

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

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

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONTRACTOR in conjunction with this Contract (including without limitation CONTRACTOR Records and Proposal Records, if and as applicable), CONTRACTOR shall immediately notify the CFX. In the event the CONTRACTOR has public records in its possession, CONTRACTOR shall comply with the Public Records Act.

5.26 Inspector General

It is the duty of every CONTRACTOR and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055, Florida Statutes. The corporation, partnership, or person entering into an Agreement with the Central Florida Expressway Authority understands and will comply with subsection. 20.055(5), Florida Statutes.

5.27 Florida Vendor Eligibility Requirements

5.27.1 E-Verification

A. This Contract is subject to the requirements found in Section 448.095(5), Florida Statutes. By executing this Contract, Contractor/Consultant 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/Consultant.

B. Contractor/Consultant additionally hereby acknowledges the responsibilities and obligations of both Contractor/Consultant and CFX under Section 448.095(5), Florida Statutes, which includes without limitation: (1) an obligation that Contractor/Consultant 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/Consultant's failure to comply with the applicable provisions of Section 448.095(5) and to impose upon Contractor/Consultant any additional costs incurred by CFX resulting from such termination.

5.27.2 Public Entity Crimes

Contractor/Consultant hereby represents, warrants, and certifies that: (1) neither Contractor/Consultant, nor one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of Contractor/Consultant, nor any affiliate of the entity, has been charged with and convicted of public entity crime subsequent to July 1, 1989; (2) Contractor/Consultant 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 (3) Contractor/Consultant 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.

5.27.3 Scrutinized Companies

A. Contractor/Consultant hereby represents, warrants, and certifies to the following: (1) Contractor/Consultant 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/Consultant 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.

B. If the Contract value meets or exceeds $1,000,000.00, then Contractor/Consultant hereby additionally represents, warrants, and certifies that: (1) Contractor/Consultant 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/Consultant is not engaged in business operations in Cuba or Syria.

C. 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/Consultant is found to have been placed on any of the applicable lists referenced in this provision at any time; and/or (3) if Contractor/Consultant becomes engaged in business operations in Cuba or Syria or any boycott of Israel.

5.27.4 Discriminatory Vendors and Anti-Trust Violators

Contractor/Consultant 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: (1) may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; (2) 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; (3) may not submit bids, proposals, or replies on leases of real property to a public entity; (4) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any

public entity; and (5) may not transact business with any public entity.

5.27.5 Countries of Foreign Concern

A. Contractor/Consultant hereby represents, warrants, and certifies that Contractor/Consultant 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.

B. If this Contract will in any manner give Contractor/Consultant access to any individual's personal identifying information, then:

(1) As a precondition to this Contract and prior to completing any work or otherwise performing hereunder, Contractor/Consultant shall submit to CFX an affidavit signed by an officer or representative of Contractor/Consultant under penalty of perjury attesting that Contractor/Consultant does not meet any of the following criteria: (a) Contractor/Consultant 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/Consultant; or (c) Contractor/Consultant 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).

(2) Contractor/Consultant 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), 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/Consultant is found to be in violation of this provision, Section 287.138, Florida Statutes, and/or its affidavit.

5.27.6 Common Carrier

A. Contractor/Consultant hereby represents, warrants, and certifies that Contractor/Consultant 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.

B. If Contractor/Consultant meets the definition of "common carrier" as provided in Section 908.111(1), Florida Statutes, then:

(1) As a precondition to this Contract and prior to completing any work or otherwise performing hereunder, Contractor/Consultant 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.

(2) In accordance with Section 908.111(3), Florida Statutes, CFX may terminate this Contract for cause if Contractor/Consultant is found to be in violation of this provision, Section 908.111, Florida Statutes, and/or its attestation.

5.27.7 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 services as defined in Section 787.06(2)(a), Florida Statutes. Such affidavit is hereto attached as CFX-220: Human Trafficking Affidavit.

5.27.8 Incorporation of Florida Vendor Eligibility Provision Forms

A. Either as part of the solicitation for this Contract, or as a precondition of this Contract, Contractor/Consultant has or will execute specific certifications, affidavits, and attestations regarding the various provisions in this Article by use of the following forms provided by CFX:

CFX-200: E-Verification Use and Registration Certification
CFX-210: Certifications Regarding Vendor Eligibility
CFX 220: Human Trafficking Affidavit
CFX-230: Common Carrier Attestation
CFX-240: Foreign Countries of Concern Affidavit

B. All such forms are hereby incorporated into this Contract and serve as a material part hereof. If for any reason Contractor/Consultant has not yet executed any such forms: (1) Contractor/Consultant doing so shall be a precondition to CFX's obligation to provide payment for any work or any other performance under this Contract; and (2) any failure of Contractor/Consultant to do shall be cause for termination of this Contract by CFX.

5.28 Severability

If any section of the Contract Documents that are incorporated into this Contract be judged void, unenforceable or illegal, then the illegal provision will be, if at all possible, interpreted or re-drafted into a valid, enforceable, legal provision as close to the parties' original intention, and the remaining portions of the Contract will remain in full force and effect and will be enforced and interpreted as closely as possible to the parties' intention for the whole of the Contract.

END OF SECTION 5

SECTION 6 - PROSECUTION AND PROGRESS OF THE WORK

6.1 Subletting or Assigning of Contract

6.1.1 The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof or of Contractor's right, title or interest therein, without consent of CFX. The Contractor will be permitted to sublet a portion of the Work but shall perform, with its own organization, Work amounting to not less than 50% of the total Contract amount less the total amount for those Contract items specifically designated as "Specialty Work" below or as otherwise designated as Specialty Work by CFX. The granting or denying of consent under this provision is at CFX's sole discretion. The Certification of Sublet Work request will be deemed acceptable by CFX, for purposes of CFX's consent, unless the Engineer notifies the Contractor within 5 business days of receipt of the Certification of Sublet Work that CFX is not consenting to the requested subletting. If, at any time, a subcontractor is determined to be discriminatory, debarred or suspended by the FHWA, CFX or FDOT, the determination will be considered grounds for removal from the project.

The total Contract amount shall include the cost of Materials, manufactured component products and their transportation to the Project site. Off-site commercial production of Materials and manufactured component products purchased by the Contractor and their transportation to the Project will not be considered subcontracted Work.

If a part of a Contract item is sublet, only its proportional cost will be used in determining the percentage of subcontracted normal Work.

All subcontracts entered into by the Contractor shall be in writing and shall contain all pertinent provisions and applicable requirements of the Contract. All subcontracts shall require subcontractor to indemnify and hold harmless CFX on the same terms as contained in the General Specifications and the Contract. The Contractor shall furnish CFX with a copy of any subcontract requested by CFX. Subletting of Work shall not relieve the Contractor or surety of their respective liabilities.

The Contractor shall ensure that all Subcontractors are competent, careful and reliable. The Contractor shall submit the names and qualifications of all first and second tier subcontractors to CFX for approval prior to their beginning Work on the Project. All first and second tier subcontractors shall have the skills and experience necessary to properly perform the Work assigned and as required by the plans and specifications.

If, in the opinion of CFX, any Subcontractor employed by the Contractor is not qualified to perform the Work or is insubordinate, disorderly, disrupts or is detrimental to the progress of the Work, such first or second tier subcontractor shall be immediately removed from the Project by the Contractor upon written direction from CFX. Such subcontractor shall not be employed again on the Project without

the written permission of CFX. If the Contractor fails to immediately remove such subcontractor, CFX may, at its sole discretion, withhold payments due or which may become due, or may suspend the Work until the subcontractor is removed. The Contractor shall indemnify and hold harmless CFX, its agents, consultants, officials and employees from any and all claims, actions or suits arising from such removal, discharge or suspension of a Subcontractor based on the direction of CFX. All subcontracts shall expressly include an acknowledgment of CFX's right to remove any Subcontractor in accordance with this paragraph.

A Subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor.

If the aggregate total of the dollar amount of Work performed by a subcontractor, including equipment rental agreements, equals or exceeds $20,000, a formal subcontract agreement shall be entered into between the Contractor and the Subcontractor.

6.1.2 Specialty Work: The following Work is designated as Specialty Work:

Auxiliary Power Unit
Cleaning, Coating, Injection, Grouting, Grinding, Grooving or Sealing Concrete Surfaces
Deep Well Installation
Electrical Work
Fencing
Highway Lighting
Installing Pipe or Pipe Liner by Jacking and Boring
Installing Structural Plate Pipe Structure
Landscaping
Painting
Plugging Water Wells
Pressure Grouting
Pumping Equipment
Roadway Signing and Pavement Marking
Riprap
Removal of Buildings
Rumble Strips
Sealing Wells by Injection
Septic Tank and Disposal System
Signalization
Utility Works
Vehicular Impact Attenuator
Water and Sewage Treatment Systems

6.2 Work Performed by Equipment Rental Agreement

The limitations set forth in 6.1, regarding the amount of Work that may be subcontracted, do not apply to Work performed by Equipment rental agreements. The Contractor shall notify CFX, in writing, if the Contractor intends to perform any Work through an Equipment rental agreement. The notification shall be submitted to CFX before any rental Equipment is used on the Project. The notification shall include a list of the Equipment being rented, the Work to be performed by the Equipment and whether the rental includes an Equipment operator. Notification to CFX will not be required for Equipment being rented (without operators) from an Equipment dealer or from a firm whose principle business is renting or leasing Equipment.

6.3 Prosecution of Work

6.3.1 Sufficient Labor, Materials and Equipment: The Contractor shall provide sufficient labor, Materials and Equipment to ensure the completion of the Work no later than the Contract completion date.

6.3.2 Impacts by Adjacent Projects: When there is a potential impact between two or more projects due to close proximity or due to logistics in moving labor, Materials, and Equipment between projects, all authorized representatives of the parties performing the projects have a responsibility to communicate and coordinate their work so that impacts to either party are eliminated or mitigated and do not endanger, delay, or create additional work or costs to either party. The Contractor shall not be compensated for any additional costs or delays so incurred by either party.

6.3.3 Submission of Preliminary, Baseline, Updated Baseline, and Two-Week Look-Ahead Schedules:

6.3.3.1 Scheduling Terminology

Accepted Baseline Schedule: The Accepted Baseline Schedule is the Baseline Schedule submitted by the Contractor and accepted by CFX. Review and acceptance of the schedule by CFX will be for the sole purpose of determining if the schedule is in substantial compliance with the General Specifications and does not mean that CFX agrees or disagrees, approves or disapproves of the constructability, means and methods, validity and accuracy of the submitted baseline schedule. The Contractor is solely responsible for the constructability, means and methods, validity and accuracy of the submitted baseline schedule.

Acknowledged Receipt of the Updated Baseline Schedule: The Contractor is solely responsible for the constructability, means and methods, validity and accuracy of the updated baseline schedule. CFX does not accept or reject, agree or disagree, approve or disapprove of the constructability, means and methods, validity or accuracy of the Updated Baseline Schedule. Instead, CFX will transmit a letter acknowledging receipt of the Contractor's submittal of the Updated Baseline Schedule.

Baseline Schedule: The Baseline Schedule does not contain any progressed activities. Therefore, each activity's early and late dates are planned dates, not actual dates. The Baseline Schedule contains the necessary breakdown of activities to adequately track the progress of the project. Activities in the Baseline Schedule shall include, but not be limited to, activities for all work to be performed. In addition, the baseline schedule should include milestone activities, and activities for the procurement of significant equipment and materials, including activities for submittals and approvals, orders, fabrication, request for delivery and delivery. Procurement activities should be logically tied to their respective work activities.

Contract Completion Date: Also called the Approved Contract Completion Date or the Authorized Contract Completion Date or the Last Chargeable Contract Date.

The Contract Completion Date is calculated by adding the number of calendar days stated in the contract to complete all work, to the first chargeable day of the Contract, less one day.

For time extensions granted by CFX, the Contract Completion Date is calculated by adding the number of calendar days granted to the Contract Completion Date.

If a critical activity is delayed, the Contract Completion Date(s) may also be delayed if the durations on the remaining activities on the critical path are accurate. The Contractor acknowledges and agrees that actual delays to activities which, according to the CPM schedule, do not directly affect the main project critical path, do not have any effect on the Contract Completion Date(s) and shall not be the basis for a change therein.

CPM: Critical Path Method of scheduling.

Critical Path: Defined as the Longest Path.

Early Dates: The earliest scheduled start and/or finish date assigned to a CPM scheduled activity.

Excusable Delay: As defined in subarticle 6.7.3.1.

Adjustments to Contract Time.

Extra Work: Any Work which is required by CFX to be performed and which is not otherwise covered or included in the existing Contract Documents, whether it be additional Work, altered Work, deleted Work, Work due to differing site conditions, or otherwise. This term does not include a delay.

Lag: An undefined delay between two scheduled activities. For instance, a 5 day lag between activity A (the predecessor) and activity B (the successor) with a Finish to Start (FS) relationship would mean that activity B would not start until 5 days after the finish of activity A.

Late Dates: The latest scheduled start and/or finish date assigned to a CPM scheduled activity.

Longest Path: In a Baseline Schedule, the Longest Path of the CPM schedule is a continuous series of activities starting from the first scheduled activity and ending with the last scheduled activity, that are linked in a logical sequence and where each activity in the sequence has the least value of total float in the schedule. If each of the longest path activities were assigned the same calendar, then each activity on the longest path would have the same value of total float. In an Updated Baseline Schedule (a baseline with actual progress recorded), the Longest Path will begin at the data date (also known as the cut-off date) and extend to the last activity scheduled in the Contract. The Contractor shall sequence work so that only one Longest Path is created in the Baseline or Updated Baseline schedule.

Negative Total Float: Also called Negative Float. The greatest number of days, stated as a negative number, that the Contract Completion Date is delayed. When an activity has negative total float, the activities with negative total float have early dates scheduled later than their late dates.

Planned Dates: Also called early and late dates.

P6: The scheduling software Primavera P6 Professional, produced by Oracle, Inc., which shall be used by the Contractor for all CPM scheduling tasks.

Preliminary Schedule: The Preliminary Schedule is a bar chart schedule submitted at the Pre-Construction Conference. Refer also to specification section 6.3.3.3.

Revised Baseline Schedule: The Baseline Schedule shall only be revised with the approval of CFX.

Total Float: Also called Float. The number of days an activity can be delayed without delaying the Contract completion date.

CFX and Contractor agree that float is not for the exclusive use or benefit of either the Contractor or CFX and must be used in the best interest of completing the Project on time. The Contractor agrees that: 1) float time may be used by CFX; and 2) there shall be no basis for a Project time extension as a result of any Project problem, change order or delay which only results in the loss of available positive float, or negative float that is greater that the most negative float in the CPM. The Contractor

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

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

1. Date delay began;

2. Date delay impact was resolved;

3. Detailed chronology of delay including the dates of all applicable notifications and submittals;

4. Specific critical activities affected and the dates of impact;

5. The activity durations used in the Time Impact Analysis shall be those reflected by the latest Project schedule update prevailing at the time of the initiation of the delay event.

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

Weather Event: As defined in 6.7.3

6.3.3.2 General Requirements for all Scheduling Tasks and Submittals:

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

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

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

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

6.3.3.3 Submission of the Preliminary Schedule:

The Contractor shall submit the following documents to CFX either at or prior to the Pre-construction conference.:

The Preliminary Schedule shall cover the entire scope of the Contractor's responsibilities for the entire Contract time. The Preliminary Schedule is either a CPM or a NON-CPM generated bar chart schedule. The Preliminary Schedule shall present the Contractor's general approach to the Project and show adequate detail for Work, procurement, and submittal and approval activities covering the first 120 days of Work from the First Chargeable Contract day. The remainder of the Contract time shall be represented by summary activities. On Contracts having an original Contract Time of less than 365 calendar days, a CPM schedule, in accordance with section 6.3.3.4, shall be submitted in lieu of a Preliminary Schedule.

Written Narrative: The written narrative shall explain the preliminary schedule's scope and approach to the Project in sufficient detail to demonstrate that the Contractor has a reasonable and workable plan to complete the Project within the Contract time allowed.

Geographical Layout of the Project: The geographical layout graphic of the project shall be suitable in size and content for presentation purposes. The Contractor shall also submit a copy of the geographical layout of the project in a legal landscape format.

Contractor's Oral Presentation: At the pre-construction conference, the Contractor shall show and refer to the geographical layout of the Project in an oral presentation of the Contractor's approach to performing the Work under the Contract. The Contractor's oral presentation shall conform to the format and content of the written narrative.

Within five (5) days after receipt of the Preliminary Schedule, CFX will either accept or reject the schedule. If the Preliminary Schedule is rejected, CFX and Contractor will meet within 3 days after notice of rejection at which time CFX will present the Contractor with a list of required changes to the Preliminary Schedule. The Contractor shall make the changes and submit a revised preliminary schedule acceptable to CFX within 3 days after receipt of the required changes.

Updating the Preliminary Schedule: The Contractor shall update each activity in the Preliminary Schedule with an actual start date, actual finish date, percent complete, and remaining duration through the data date each month until the Baseline Schedule is accepted by CFX. The cut-off date and submittal date for the Updated Preliminary Schedule shall be established by CFX and the Contractor shall submit the Updated Preliminary Schedule on that date. The Contractor shall include a written narrative with the Updated Preliminary Schedule explaining the progress made, any delays that have occurred, and work planned to be accomplished in the next month.

Retainage for Non-Submittal: If the Contractor fails to update the Preliminary Schedule and submit a written narrative, CFX may retain 10% of the Contractor's next Monthly Payment Request and 10% of each subsequent monthly payment request until the Contractor complies.

6.3.3.4 Submission of the CPM Baseline and Updated Baseline Schedules: The Contractor's CPM schedule shall be a detailed CPM schedule. The CPM schedule shall be generated by the latest version of Primavera (P6 Professional) by Oracle, Inc. The Contractor shall pay the scheduling software yearly maintenance fees and maintain scheduling software upgrades throughout the duration of the Contract. The Contractor shall use all default settings in Primavera P6 Professional for all schedule submittals. This includes using the "Retained Logic" setting for all calculations, unless CFX chooses to allow the use of the "Progress Override" setting. Each Baseline and Updated Baseline schedule submittal shall include all reports and graphics listed in specification section 6.3.3.4.9. All Baseline Schedule submittals shall also include the Logic Diagram required under Item number 4.

The Contractor shall submit to CFX two CDs with exported copies of the above schedules in ".xer" format. Other methods of electronic submittal may be approved by the CEI.

Schedule Submittal Deadlines: The Contractor shall prepare and submit a detailed CPM construction schedule. The schedule shall be prepared according to the specifications and submitted no later than 45 calendar days after the Notice to Proceed date. On Contracts having an original Contract Time of less than 365 calendar days, the schedule shall be submitted at or prior to the Pre-construction conference. The CEI shall have 30 calendar days from the Contractor's submittal date to review and notify the Contractor in writing of its findings. The Contractor shall have 15 calendar days from the date of the CEI's written notice to make all requested modifications to the schedule and re-submit the schedule.

Retainage for Non-Submittal: If the Contractor fails to submit a schedule that fully complies with the specifications within 90 calendar days from the Notice to Proceed date, CFX will automatically retain 10% of the Contractor's Current Period Monthly Payment Request amount in addition to other retainage.

CFX may retain an additional 10% of the Contractor's Period Monthly Payment Request amount for each successive month that the Contractor fails to submit any schedule on time in addition to other retainage. The Contractor must submit an Updated Baseline Schedule for each month of the Contract starting from the first chargeable day of the contract. The Due Date for the Updated Baseline Schedule shall be the Cut-Off Date established by CFX for submittal of the Contractor's Monthly Payment Request. The Due Date for the Updated Baseline Schedule may be changed from time to time by CFX. The Contractor's submitted schedule shall have a data date matching the cut-off date established by CFX.

Milestones: Construction and maintenance of traffic milestones, including completion of construction on roadway sections, building and removing temporary detours, bridges, traffic shifts, road closures and openings, and any contractually dictated interim milestones shall be adequately shown in the schedule.

Measurement of Progress: As the contract work progresses and the baseline schedule is updated with progress, each subsequent schedule update shall become the schedule upon which all Work progress will be measured.

6.3.3.4.1 CPM Activity Creation: Each schedule activity shall include the following detail in P6:

A.) ID Number - The format followed shall be uniform throughout the schedule. The activity number shall not exceed 6 digits.

B.) Original Duration (Working Days): No activity shall have a duration greater than 20 working days unless approved by CFX. However, activities such as long-term procurement, certain approvals and submittals may have durations greater than 20 working days or have a 7-day calendar assignment.

At the minimum, the schedule shall include, but not be limited to the following activities:

Bridge Activities:
Test Pile installation per bent per structure.
Production Pile installation per bent per structure.
Drilled shaft installation per pier per structure.
Pile caps per bent per structure.
Footings per pier per structure.
Columns per pier per structure.
Caps per pier per structure.
End bents per structure.
Beam or girder erection-span by span per structure.
Diaphragms.
Deck placement-span by span per structure.
Parapets-span by span per structure.
Roadway Activities:
Internal access and haul roads (location and duration in-place).
Utility relocation work by utility and by stationing and roadway.
Clearing and grubbing by stationing and roadway.
Excavation by stationing and roadway.
Embankment for each abutment location.
Embankment placed for each roadway by stationing and roadway.
Drainage by run with stationing and roadway.
Box Culvert or other large Pre-cast structure with stationing and roadway.
Reinforced Earth Wall leveling pad per bent per structure.
Reinforced Earth Wall per bent per structure.
Reinforced Earth Wall Coping per bent per structure.
Retaining walls by stationing and roadway.
Stabilization/Subgrade by stationing and roadway.
Limerock Base by stationing and roadway.
Asphalt Base by stationing and roadway.
Curb and Gutter by stationing and roadway.
Structural Pavement (asphalt and/or concrete) by stationing and roadway.
Bridge approach slabs per bridge and roadway.
Guardrail by stationing and roadway.
Slope pavement or riprap by stationing and roadway.
Roadway lighting by stationing and roadway.
Signing for each sign structure by stationing and roadway.
Striping by stationing and roadway.
Traffic signals by stationing and roadway.
Topsoil, sodding, seeding and mulching by stationing and roadway.
Landscaping by stationing and roadway.

Architectural Treatments.
Sound Walls.
Fiber Optic
Concrete Removal and Replacement.
Milling and Resurfacing.
Ponds.
Planter Walls.
Photovoltaic systems.
Integration of Photovoltaic and ITS systems.
Burn-In periods.
Tolls.

Building Activities:
Sitework, including, but not limited to clearing, excavation, storm and sanitary drainage, utility work, fill, grading, curb & gutter, sidewalks, asphalt and concrete paving, striping, retention pond excavation and grading, sodding.
Foundation work, including, but not limited to, piling, building pads, column, stem wall, slab work, conduit and piping.
Concrete work, including, but not limited to, stairwells, stairs, elevator shafts, tunnels.
Exterior Structures, including, but not limited to structural steel bridges, walkways, railings.
Exterior Walls, including, but not limited to, block, brick, pre-cast, poured-in-place concrete, wood and metal stud, stucco.
Roof, including, but not limited to, structural steel framing, wood framing, pre-cast, parapet walls, metal, poured-in-place, sheathing, underlayment, built-up, roof drainage, and soffits.
Exterior doors, windows, and store-front framing.
Interior Build-out, including, but not limited to, wood and metal stud, interior doors and windows, cabinetry, specialty work, drywall, insulation, sound proofing, carpet, tile, painting, furnishings, and miscellaneous finishes.
Electrical, including, but not limited to conduit, power supply, fixtures, wiring, finishes, and testing.
Plumbing, including, but not limited to, piping, sanitary sewer, water supply, fixtures, finishes, and testing.
HVAC, including, but not limited to, air handlers, compressors, duct work, finishes, and testing.
Fire Systems, including, but not limited to piping, sprinkler heads, and testing.

Security Systems, including, but not limited to, control panels, wiring, sensors, alarms, communications, and testing.

Specialty Work, including, but not limited to, elevators, escalators,

toll booth facilities, electronic toll equipment, conduit, wiring, voice and data communication systems, and testing.

The Contractor agrees to submit for acceptance a CPM baseline schedule showing Work commencing on the first chargeable Contract day and finishing on the last chargeable Contract day, thereby showing zero total float.

The Contractor shall sequence work so that only one Longest Path is created in the Baseline or Updated Baseline schedule.

The Contract Completion Date as defined in section 6.3.3.1 shall be entered into the Primavera Project Details window under "Project must finish by".

Mobilization Activities: Activities representing Contract pay item 1-101-1, Mobilization, shall be divided into 1 work activity with a duration no greater than 20 work days and 4 mobilization payment milestones that are revenue loaded according to the specification payment schedule as follows: 5% of Contract earned = 25% payment, 10% of Contract earned = 50% payment, 25% of Contract earned = 75% payment and 50% of Contract earned = 100% payment. The payment milestones should not be tied to any activities, but constrained by a "start no earlier than" constraint. The dates they are constrained to should be based on the early dates shown in the schedule cash flow tabular report by day generated by P6.

6.3.3.4.2 Activity Codes: The Contractor shall define and assign as appropriate, project-specific activity codes to allow for filtering, grouping, and sorting of activities by category to facilitate review and use of the Progress Schedule. The Contractor shall define the activity codes using the project-level option. The following are the minimum required activity codes and their values that are to be assigned to each activity in P6:

Phase: Shall have a field length of 4 characters. If the Project has more than one maintenance of traffic (M.O.T.) phase, each phase shall be identified. Each activity shall show which M.O.T. Phase it belongs to as shown in the Plans and Specifications.

Area: Shall have a field length of 6 characters. The Contractor shall create Area activity code values for each of the following areas. Each schedule activity shall have an assigned Area activity code value

Responsibility: Entity responsible for performing the work (i.e. CFX, Contractor, sub-Contractors, suppliers, utility companies, etc.).

Crew: Crew assigned to the work (i.e. Grading Crew #1, Drainage Crew #2, Pile Driving Crew, Concrete Crew, Paving Crew, Striping Crew, Signing Crew, etc.).

6.3.3.4.3 Activity Relationships: Relationships between activities shall be identified with the following information:

A. Activity ID - Shall not exceed 6 characters in length.
B. Predecessor and successor activity ID.
C. Relationship types:
FS -Finish to start
SS -Start to start
FF -Finish to finish
SF -Start to finish - This relationship is not allowed, unless authorized by CFX.
D. Lag -Negative lag is not allowed, unless authorized by CFX.

6.3.3.4.4 Schedule Constraints: All Contract milestone activities shall be constrained, as applicable, with a "Start On or After" (Early Start) date or "Finish On or Before" (Late Finish) date equal to the "Start No Earlier Than" or "Must Finish By" date specified in the Contract, except as specified below. The Contractor's use of schedule constraints not associated with Contract milestones is not allowed, unless approved by the CFX. The use of schedule constraints such as "Start On" or "Finish On" for the purpose of manipulating float or the use of schedule constraints that violate network logic such "Mandatory Start" or "Mandatory Finish" will not be allowed. When a schedule constraint is used, other than the schedule constraints specified herein, the Contractor shall provide explanation for the use of such constraint in the Progress Schedule or Progress Schedule Narrative.

Project Calendars: The Contractor shall define and assign as appropriate, project-specific calendar to each activity to indicate when the activity can be performed. The Contractor shall define the project calendars using the project-level option. The project calendars shall all use the same standard working hours per day, such as 8:00AM to 4:00PM. One of four calendars shall be used for each activity:

A. Calendar 1: shall be used for 5-day workweek activities: Monday through Friday. All holidays and non-work days shall be assigned to this calendar. This calendar shall be used for all normal Work activities. Calendar 1 shall be the default calendar.

B. Calendar 2: shall be used for 7-day workweek activities. No non-work days shall be entered into this calendar. Activities such as friction course curing shall use this calendar.

C. Calendar 3: shall be used for 7-day workweek activities. All holidays shall be entered into this calendar.

D. Calendar 4: shall be used for 6-day workweek activities. All holidays and non-work days shall be assigned to this calendar.

Additional calendars: May be assigned depending upon need. However, the Contractor shall consult with CFX before other calendars are entered and/or used in the Project schedule.

6.3.3.4.5 Revenue Loading the Schedule: Each Work activity in the schedule shall be revenue loaded using all the Contract pay items amounts related to the Work activity. Revenue shall be loaded using resources with the "Material" type. The Contractor shall verify that each pay item is represented in the schedule. The total of all revenue loading shall equal the Contract amount.

If the monthly payment requests do not reasonably agree with the monthly schedule updates/budgeted revenue of Work performed, CFX may request that the Contractor revise its revenue loading in the accepted baseline schedule and the most current updated baseline schedule. In addition, CFX may request that the Contractor revise its revenue loading in the accepted baseline and updated baseline schedules to incorporate all Supplemental Agreement changes affecting the Contract amount.

6.3.3.4.6 Updating the Baseline Schedule

Monthly Schedule Update Meetings: Monthly Schedule Update meetings shall be set by CFX and shall be transmitted to the Contractor by written notice.

CFX will establish a schedule cut-off date for each month of the Contract.

The updated baseline schedule, project progress, issues, delays, claims, planned Work, Contractor's monthly pay estimate, and baseline schedule revisions shall be among the priority items addressed in detail.

Schedule Update Process: The schedule update process shall include updating the activity actual start and finish dates, percent completion, remaining duration, and adjusting schedule logic to correct for activities being performed out of sequence, adjusting resource

allocations for activities, and changing the calendar assignments to activities as needed. The Contractor must submit evidence to CFX that any revision to schedule logic, resources, or calendar assignment is a logical, reasonable, and necessary change. If CFX decides that the revision is not sufficiently supported and does not serve a useful purpose, CFX shall request that the Contractor remove the revision from the schedule update, and the Contractor shall comply. The Contractor shall not change an activity original duration for any reason.

6.3.3.4.7 Revisions to the Baseline Schedule

1. Revisions to the accepted Baseline Schedule are only to be made at the request of CFX. CFX will request in writing that the Contractor submit a proposed revision to the Accepted Baseline Schedule to incorporate a Board Approved Supplemental Agreement.

2. The Contractor shall have fifteen calendar days from receipt of CFX's request to submit a proposed revision to the Accepted Baseline Schedule.

3. The Contractor's proposed revision shall include all transmittals, reports, diagrams, and bar charts listed in specification section 6.3.3.4.8, unless CFX requests otherwise in writing.

4. The Contractor shall submit two Schedule Comparison reports. The first report shall be a comparison between the Accepted Baseline Schedule and the Revised Baseline Schedule. The second report shall be a comparison between the current updated baseline schedule and the proposed updated baseline schedule containing the proposed revision to the accepted baseline schedule.

5. In its required narrative report, the Contractor shall state whether or not the proposed changes affect the critical path of the schedule.

6. CFX shall have 15 calendar days to review and transmit a written notice of acceptance or rejection of the Contractor's proposed revision. If CFX rejects the proposed revision, CFX shall state the reasons for rejection in the written notice. The Contractor shall have 5 calendar days to re-submit the proposed revision to CFX.

7. If the Contractor fails to submit a proposed revision that is accepted by CFX within 45 calendar days from CFX's original request date, CFX reserves the right to retain 10% of each of the Contractor's monthly payment requests until the Contractor submits a proposed revision that is accepted by CFX.

8. Upon CFX's review and acceptance, the proposed revision shall become the accepted baseline schedule. The Contractor shall incorporate the revision into the next baseline schedule update.

6.3.3.4.8 Schedule Submittals: Each baseline, revised baseline, and updated baseline schedule submittal shall include the following documents, unless CFX sends and the Contractor receives a written request to limit the submittal to certain documents for a specific submittal.

1. Transmittal: Shall be signed by the Contractor's Schedule Engineer or Resident Engineer. Shall contain the following information:

   Submittal date.
   Contractor Name.
   Complete CFX Contract Number.
   Project Description.
   Contract Resident Engineer.
   Four character P6 Project Number - Data Date

2. Schedule Update Narrative Report: The Contractor shall prepare a written narrative to accompany the required reports and graphics for the schedule update submittal. The narrative shall have the following sections:

   Schedule Status: The Schedule Status shall be a written narrative explaining the progress during the month in sufficient detail and referencing specific activities including longest path activities, milestones, design issues, means and methods issues, out of sequence activities, and actual production rates for various types of Work performed by the crews loaded as resources in the schedule.

   Delays: If the Contractor has experienced any delay, the Contractor shall explain what activities in the current period were affected by the delay and what caused the delay and how the Contractor intends to address the delay.

   Milestone Comparisons: Current period projected milestone dates versus previous period projected milestone dates, and current period projected contract completion date versus previous period projected contract completion date.

3. Schedule Comparison Report: The Contractor shall submit to CFX a detailed report showing all changes to the Project schedule since the previous monthly update, including, but not limited to the following information:

Activities worked out of sequence.
Changes in Total Float.
Changes in Early and Late Dates.
Changes in Original and Remaining Duration.
Changes in Activity Constraints.
Changes in Activity Predecessors, Successors, Relationship Type, and Lags.
Changes in Activity Resource Assignments.
Changes in Activity Cost Loading.
Changes in Activity percent completion.
Changes in Longest Path Activities.

Longest Path Bar chart: Bar chart shall be time scaled and filtered on the Longest Path activities and sorted by early start.

Area Code Bar chart: Bar chart shall be time scaled and sorted by area code. The bar chart shall include:

A. Each activity on a single line containing ID number, activity description, and a bar representing activity original duration, early start dates, early finish dates, late start dates, late finish dates and total float.

B. Key to identify all components in the bar chart and CPM.

C. Key to identify all the abbreviations used.

4. Revenue Loading Report: The Contractor shall submit to CFX a report entitled "Revenue Loading Report". The report shall include the following information:

A. Activity ID number
B. Description of activity
C. List of pay items included in activity including:
    1. Pay item number
    2. Pay item description
    3. Quantity of pay item to be applied
    4. Unit measure of pay item
    5. Unit-price of pay item
    6. Total price for pay item to be applied
D. Total revenue loading of activity (Sum of "C")

5. Revenue Flow Diagram: For any baseline Schedule, the Contractor shall submit to CFX a Revenue Flow Diagram by month. The Revenue Flow Diagram shall show the early and late curves

representing the accumulated projected dollars to be earned for each month of the Contract.

6. Tabular Revenue Report: For any Baseline Schedule, the Contractor shall submit a Tabular Revenue Report by day. The tabular report shall show columns for the accumulated and incremental projected dollar amounts to be earned on the early and late curve for each Contract day.

7. P6 Schedule Backup: The Contractor shall submit to CFX two copies of each baseline, revised baseline, and updated baseline schedule exported in ".xer" format. The files shall be submitted on compact disk (cd) or via the electronic submittal process approved by the CEI. Each submission shall have a typed label showing the following information:

   Contractor name
   The complete CFX Project number
   The four character P6 project number
   Data Date in format -> "01JAN15"
   Volume number _of _ total volume numbers (e.g., 1 of 5, 2 of 5)

8. Paper Sizes and Orientation: All printed reports shall be submitted on 8" x 11" portrait-bond paper. All printed bar charts and revenue flow diagrams shall be submitted on 8" x 11" landscape bond paper. All presentation layouts and logic diagrams shall be plotted in color with a color design jet plotter and submitted on ANSI E (34-inch x 44-inch) size coated paper.

6.3.3.4.9 Two Week Look Ahead Schedule: The Contractor shall submit a two-week look-ahead bar chart schedule produced in Microsoft Excel (or similar program) on a weekly basis. This schedule shall be submitted in advance of and reviewed at weekly progress meeting.

The look ahead schedule shall show at least one week behind for actual Work performed and two weeks ahead for planned Work. Activity IDs from the currently accepted CPM schedule shall be reflected and all major Work in progress shall be represented on the look ahead schedule. Identify all activities on the critical path.

The bar chart shall be date synchronized to the CEI's Weekly Summaries.

Changes and revisions that require the approval of CFX shall be brought forward for discussion.

6.3.3.4.10 Adjustments to Contract Time:

1. The Contract Completion Date shall not be changed in any schedule unless CFX approves a Supplemental Agreement granting an extension to the Contract Time.

2. The Contractor has the right to finish the Contract early; however, the Contractor agrees that any impact to the projected early completion date does not justify a request for a time extension because it would constitute changing the Contract completion date to match the Contractor's projected early completion date. Any float available as a result of a schedule showing early completion shall be considered project float for joint use by CFX and the Contractor.

3. The Contractor acknowledges and agrees that for purposes of considering a time extension request, a schedule activity shall not be considered to have been subject to a claimed delay unless all originally and presently scheduled predecessor activities have been completed so that no other restraints to the performance of that activity exist in the CPM schedule at the time claimed for the delay impact. The Contractor agrees that a Contract time extension request shall only be considered for one of the following reasons:

   A. The Contractor performed Extra Work that met all of the following conditions:

      1. CFX stated that the Extra Work was not to be performed concurrently with other Contract Work.

      2. The Extra Work delayed the Contract Completion Date.

      3. The Extra Work impacted one or more activities on the current CPM schedule longest path.

   B. The Contractor experienced an Excusable Delay, as defined in subarticle 6.7.3.1, that met all of the following conditions:

      1. The Contract Completion Date was delayed due to circumstances beyond the control of the Contractor.

      2. The Contractor took every reasonable action to prevent the delay.

      3. The delay impacted one or more activities on the current CPM schedule longest path.

4. The Contractor agrees that there shall be no basis for a Contract Time extension as a result of any Contract problem, Supplemental Agreement, or delay, which only results in the loss of available positive float, or an increase of negative float belonging to activities that do not reside on the CPM schedule's Longest Path.

6.3.3.4.11 Supplemental Agreements: Supplemental Agreements shall include a time impact analysis from the Contractor as to the effect of the requested change on the detailed schedule. In cases where the requested change has no impact on the Project duration, the time impact analysis shall still be included. The time impact analysis shall include a listing of the activities that are affected by the requested changes and an analysis of the change on the longest path of the detailed schedule. The Contractor and the CEI shall agree upon the impact to the schedule before a Supplemental Agreement is approved.

The approved Supplemental Agreements shall be incorporated into the next monthly schedule update.

6.3.3.4.12 Adjustment to the Contract Time: Adjustments to the Contract time are detailed in subarticle 6.7.3.

6.3.3.4.13 CPM Recovery Schedule: Should any of the following conditions exist, the Contractor shall, at no extra cost to CFX, prepare a CPM Recovery Schedule, which shall be submitted in addition to a Progress-Only schedule update of the same data date:

1. Should the Contractor's monthly progress review indicate that a CPM Recovery Schedule is required;

2. Should the CPM schedule show the Contractor to be thirty (30) or more days behind schedule at any time during the construction period;

3. Should the Contractor request to make changes in the logic of the CPM schedule which, in the opinion of CFX, are of a major nature.

The same requirements and submittals for the CPM Recovery Schedule shall apply as the original baseline schedule.

6.3.4 Beginning Work: See Article 6.7 below.

6.3.5 Provisions for Convenience of the Public: The Contractor shall schedule operations to minimize any inconvenience to adjacent businesses, vehicular or pedestrian traffic or residences. CFX reserves the right to direct the Contractor as to the performance and scheduling of Work in any areas along the Project where restrictions caused by construction operations present significant hazards to the health and safety of the general public.

When working adjacent to or over travel lanes, the Contractor shall ensure that dust, mud and other debris from Contractor's operation does not interfere with normal traffic operations or adjacent properties. All debris shall be removed from the Work area and clear zone of the Project before Work ends for the day. Trash shall be picked up and removed daily from the job by the Contractor.

6.3.6 Pre-Construction Conference: Prior to Contractor's commencement of Work on the Project, the CEI will schedule a pre-construction conference with the Contractor, utility companies and other affected parties to review the proposed Work activities and schedule of events.

6.4 Limitations of Operations

6.4.1 Night Work: In all areas where Work is being performed during the hours of dusk or darkness, the Contractor shall furnish, place and maintain lighting facilities capable of providing light of sufficient intensity (5 foot-candles minimum) to permit good workmanship and proper inspection at all times. The lighting shall be arranged so as not to interfere with or impede traffic approaching the Work site(s) from either direction or produce undue glare to property owners and traveling public.

Lighting of Work site(s) may be accomplished using any combination of portable floodlights, standard Equipment lights, existing street lights, temporary street lights, etc., that will provide the proper illumination. The Contractor shall provide a light meter to demonstrate that the minimum light intensity is being maintained. The Contractor shall provide sufficient fuel, spare lamps, generator, etc., to maintain lighting of the Work site.

The Contractor's lighting plan shall provide for and show the location of all lights necessary for every aspect of Work to be done at night. The plan shall be presented on standard size roadway plan sheets (no larger than 24" x 36") and on a scale of either 100' or 50' to the inch. The Contractor's lighting plan shall be submitted to the CEI for review and approval at least 10 days prior to beginning any night Work. The CEI may require that modifications be made to the lighting setup to fit field conditions.

The Contractor shall furnish and place variable message signs to alert approaching motorists of lighted construction area(s) ahead.

The Contractor's pickups and automobiles used on the Project shall be provided with amber flashing lights or flashing white strobe lights. These lights shall be in operation at all times while in the Project limits and/or Work area.

The Contractor's Equipment shall be provided with a minimum of four square feet of reflective sheeting or flashing lights that will be visible to approaching motorists.

The Contractor shall provide its personnel with reflective safety vests. The Contractor shall ensure that all Subcontractors are also provided with reflective safety vests. Vests shall be worn at all times while workers are within the Work area.

The Contractor shall use padding, shielding or locate mechanical and electrical Equipment to minimize noise as directed by the CEI. Noise generated by portable generators shall comply with all applicable Federal, State and local environmental regulations.

The Contractor shall have a superintendent present to control all operations involved during night Work. The superintendent shall maintain contact with the CEI and ensure that all required actions are taken to correct any problem noted.

All required traffic control devices such as signs, stripes, etc., shall be in place before the Contractor commences Work for the night and before the Contractor leaves the Work site the next morning.

Work operations that result in traffic delays more than five minutes may be temporarily suspended by the CEI to minimize the impact on the traveling public.

No private vehicles shall be parked within the limited access right of way.
The Contractor's Worksite Traffic Supervisor shall continually and adequately review traffic control devices to ensure proper installation and working order, including monitoring of lights.

Compensation for lighting for night Work shall be included in the Contract prices for the various items of the Contract. All lighting Equipment for night work shall remain the property of the Contractor.

6.4.2 Sequence of Operations: The Contractor shall not start new Work that will adversely impact Work in progress. Under such circumstances, CFX reserves the right to require the Contractor to finish a section on which Work is in progress before Work is started on any new section.

6.4.3 Interference with Traffic: The Contractor shall at all times conduct the Work in such a manner and such sequence as to ensure the least practicable interference with traffic. The Contractor's vehicles and other Equipment shall be operated in such a

manner that they will not be a hazard or hindrance to the traveling public. Materials stored along the roadway shall be placed to minimize obstruction to the traveling public.

Where existing pavement is to be widened and stabilizing is not required, the Contractor shall schedule operations such that at the end of each workday the full thickness of the base for widening will be in place. Construction of the widening strips will not be permitted simultaneously on both sides of the road except where separated by a distance of at least one-fourth of a mile along the road, where either the Work of excavation has not been started or the base has been completed.

6.4.4 Coordination with Other Contractors: The right is reserved by CFX to have other work performed by other contractors and to permit public utility companies and others to do work during the construction of and within the limits of or adjacent to the Project. The Contractor shall arrange the Work and dispose of Materials so as not to interfere with the operations of other contractors engaged upon adjacent work and shall perform the Work in the proper sequence in relation to that of other contractors and shall join with and connect to the work of others as required by the Plans and Specifications all as may be directed by the CEI.

Contractor shall be responsible for any damage done by Contractor's operations to the work performed by other contractors. Similarly, other contractors will be held responsible for damage caused their operations to the Contractor's Work. The Contractor agrees to make no claims against CFX for additional compensation due to delays or other conditions created by the operations of such other parties. Should a difference of opinion arise as to the rights of the Contractor and others working within the limits of, or adjacent to, the Project, CFX will decide as to the relative priority of all concerned.

6.4.5 Drainage: The Contractor shall conduct operations and maintain the Work in such condition that adequate drainage will be in effect at all times. Existing functioning storm sewers, gutters, ditches and other runoff facilities shall not be obstructed.

6.4.6 Fire Hydrants: Fire hydrants on or adjacent to the roadway shall be kept accessible to fire apparatus at all times and no material or obstruction shall be placed within 15 feet of any such hydrant.

6.4.7 Protection of Structures: Heavy Equipment shall not be operated close enough to pipe headwalls or other structures to cause their displacement.

6.4.8 Fencing: The Contractor shall expedite the installation of fencing at those locations where, in the opinion of the CEI, such installation is necessary for the protection, health, and safety of the public. All fencing shall be maintained by the Contractor at all times. Fence cuts shall be immediately replaced. All fence removed during any one working day shall be replaced during that same day. While the fence is down, continuous security shall be provided by the Contractor to ensure that no pedestrians

or vehicles enter or exit the roadway from the temporarily unfenced area. Specific attention shall be given to prevent any persons, animals, or vehicles moving from adjacent private property onto the roadway right-of-way.

6.4.9 Hazardous or Toxic Waste: When the Contractor's operations encounter or expose any abnormal condition which may indicate the presence of a hazardous substance, toxic waste or pollutants such operations shall be discontinued in the vicinity of the abnormal condition and the CEI shall be notified immediately. The presence of tanks or barrels; discolored earth, metal, wood, groundwater, etc.; visible fumes; abnormal odors; excessively hot earth; smoke; or other conditions which appear abnormal may be indicators of hazardous or toxic wastes or pollutants and shall be treated with extraordinary caution.

Every effort shall be made by the Contractor to minimize the spread of any hazardous substance, toxic waste or pollutant into uncontaminated areas.

The Contractor's operations in the affected area shall not resume until so directed by the CEI.

Disposition of the hazardous substance, toxic waste or pollutant shall be made in accordance with the laws, requirements and regulations of any local, state, or federal agency having jurisdiction. Where the Contractor performs Work necessary to dispose of hazardous substance, toxic waste or pollutant and the Contract does not include pay items for disposal, payment will be made, when approved in writing by a Supplemental Agreement, prior to the Work being performed.

6.4.10 Milling: The Contractor shall provide positive drainage of the remaining pavement after milling. This operation shall be done prior to opening to traffic.

The Contractor shall provide suitable transitions between milled areas of varying thickness in order to create a reasonably smooth longitudinal riding surface. In addition, the Contractor shall provide suitable transitions approaching all bridge ends at all times.

Wedges for Longitudinal and Transverse Joints: Asphalt Wedges for longitudinal and traverse joints shall be one foot wide or long, respectively, for each 1/4 inch of depth. The wedge must be installed prior to opening the lane to traffic.

The Contractor shall plan milling operations so that any lane milled will be repaved prior to opening to traffic.

6.5 Qualifications of Contractor's Personnel

The Contractor shall ensure that all of its employees are competent, careful, and reliable. All workers shall have the skills and experience necessary to properly perform the Work assigned and as required by the Plans and Specifications.

If, in the opinion of CFX, any person employed by the Contractor, or any Subcontractor, is not qualified to perform the Work or is insubordinate, disorderly, disrupts or is detrimental to the progress of the Work, such person shall be immediately removed from the Project by the Contractor upon written direction from CFX. Such person shall not be employed again on the Project without the written permission of CFX. If the Contractor fails to immediately remove such person, CFX may, at its sole discretion, withhold payments due or which may become due, or may suspend the Work until the person is removed. The Contractor shall indemnify and hold harmless CFX, its agents, consultants, officials and employees from any and all claims, actions or suits arising from such removal, discharge or suspension of a Contractor employee based on the direction of CFX.

6.6 Temporary Suspension of Contractor's Operations

6.6.1 Authority to Suspend Contractor's Operations: CFX, at its sole discretion, may suspend the Contractor's operations, wholly or in part, for such period(s) as CFX deems necessary. These periods of suspension may include adverse weather conditions, catastrophic occurrences and heavy traffic congestion caused by special events. Written notice, giving the particulars of the suspension, will be transmitted to the Contractor by CFX.

6.6.2 Prolonged Suspensions: If the suspension of operations is for an indefinite period of time, the Contractor shall store all Materials in such a manner that they will not become damaged or obstruct or impede the traveling public unnecessarily. The Contractor shall take reasonable precautions to prevent damage to or deterioration of the Work performed, shall provide suitable drainage of the roadway by opening ditches, shoulder drains, etc., and shall provide all temporary structures necessary for public travel and convenience.

6.6.3 Permission to Suspend Operations: The Contractor shall not suspend operations or remove Equipment or Materials necessary for the completion of the Work without the permission of CFX. All requests for suspension of the Contract time shall be in writing to CFX and shall identify specific dates to begin and end.

6.6.4 Suspension of Contractor's Operations - Holidays: Unless the Contractor submits a written request to work on a holiday at least ten days in advance of the requested date and receives written approval from the CEI, the Contractor shall not work on the following days: Martin Luther King, Jr. Day; Memorial Day; the Saturday and Sunday immediately preceding Memorial Day; Independence Day; Independence Day (Observed); Labor Day; the Friday, Saturday, and Sunday immediately preceding Labor Day; Veterans Day; Veterans Day (Observed); the Wednesday immediately preceding Thanksgiving Day; Thanksgiving Day; the Friday, Saturday and Sunday immediately following Thanksgiving Day; and December 24 through January 2, inclusive. Contract Time will be charged during these holiday periods regardless of whether or not the Contractor's operations have been suspended. The Contractor is not entitled to any additional compensation for suspension of operations during such holiday periods.

During such suspensions, the Contractor shall remove all Equipment and Materials from the clear zone, except those required for the safety of the traveling public and retain sufficient personnel at the job site to properly meet the requirements of Sections 102 and 104 of the Technical Specifications. The Contractor is not entitled to any additional compensation for removal of Equipment from clear zones or for compliance with Section 102 and Section 104 during such holiday periods.

Any special events known to CFX that may impact Contractor operations are shown on the Plans.

6.7 Contract Time

6.7.1 General: The Contractor shall complete the Work in accordance with the Plans and Specifications and within the Contract Time specified in the Special Provisions including approved extensions.

For scheduling purposes, the Contractor shall take into consideration holidays and all weather conditions (except those listed in subarticle 6.7.3) that may be encountered during the performance of the Work.

The effect on job progress of utility relocations and adjustments and scheduling of construction operations to maintain traffic shall also be considered by the Contractor in the scheduling of Contract time.

6.7.2 Date of Beginning of Contract Time: The date on which Contract time will begin shall be the date of notice to begin Work or as specified in the Notice to Proceed.

6.7.3 Adjusting Contract Time:

6.7.3.1 Contract Time Extension: CFX has established an allowable Contract duration, in terms of calendar days, sufficient to complete the Work covered by the Contract. By execution of the Contract, the Contractor agrees that the calendar days are sufficient to perform the Work and it has priced its bid considering the Contract duration. If the Contractor's Work (which Work is actually on the critical path) is impacted by one or more of the following events, CFX may (but is not obligated to) consider approving an extension of time:

1. War or other act of public enemies.

2. Riot that would endanger the well-being of Contractor's employees.

3. Earthquake.

4. Unpredictable acts of jurisdictional governmental authorities acting outside the scope of current laws and ordinances.

5. Hurricane (or other weather event) but only if the weather event results in the declaration of an emergency by the Governor of the State of Florida within the geographical area which includes the Work area.

6. Utility relocation and adjustment Work only if all the following criteria are met:

    a. Utility work actually affected progress toward completion of Work on the critical path.

    b. The Contractor took all reasonable measures to minimize the effect of utility work on critical path activities including cooperative scheduling of his operations with the scheduled utility work.

7. Temperature restrictions that prohibit placement of friction course (FC-5 only) provided all other Work is completed.

8. Epidemics, pandemics, quarantine restrictions, strikes (unless caused or provoked by actions of the Contractor, or its subcontractors, or its materialmen, or its suppliers or its agents), freight embargoes.

9. Impacts to the critical path caused by other contractors.

10. Punch List is not furnished by the CEI in accordance with the applicable timelines provided in Section 218.735(7), Florida Statutes.

Time will not be granted for inclement weather other than as provided for in this section. In submitting a request for time extension, the Contractor shall comply with the following requirements:

1. Notify CFX in writing of the occurrence of a delay event within 48 hours of the beginning of the event.

2. Furnish a detailed written explanation of the impact of the delaying event on the scheduled Work with supporting documentation in the form of job records.

3. Provide proof that the Contractor has taken all necessary steps to protect the Work, the Contractor's employees, Materials and Equipment from the effects of the event.

CFX will consider the delays in delivery of materials or component equipment that affect progress on a controlling item of work as a basis for granting a time extension if such delays are beyond the control of the Contractor or supplier. Such delays may include an area-wide shortage, an industry-wide strike, or a natural disaster that affects all feasible sources of supply. In such cases, the Contractor shall furnish substantiating letters from a representative number of manufacturers of such materials or equipment clearly confirming that the delays in delivery were the result of an area-wide shortage, an industry-wide strike, etc. No additional compensation will be made for delays caused by delivery of materials or component equipment.

CFX will not consider requests for time extension due to delay in the delivery of custom manufactured equipment such as traffic signal equipment, highway lighting equipment, etc., unless the Contractor furnishes documentation that the Contractor placed the order for such equipment in a timely manner, the delay was caused by factors beyond the manufacturer's control, and the lack of such equipment caused a delay in progress on a controlling item of work. No additional compensation will be paid for delays caused by delivery of custom manufactured equipment.

6.7.3.2 An extension of time (rather than monetary compensation) will be the Contractor's sole and exclusive remedy in the event that an extension of time is justified under subarticle 6.7.3.1. The Contractor shall not be entitled to damages when an extension of time is permitted or granted under said subarticle.

6.8 Failure of Contractor to Maintain Satisfactory Progress

6.8.1 General: Time is of the essence of the Contract. Unsatisfactory progress will be deemed to have occurred when:

1. The allowed Contract time for performing the Work has expired and the Contract Work is not complete; or

2. The specified time or date for performing a special milestone stage of the Work (as may be set forth in the Special Provisions) has expired and the Work for that milestone stage is not complete; or

3. The allowed Contract time has not expired and the net dollar value of completed Work (gross earnings less payment for stockpiled Materials) is 15 percentage points or more below the dollar value of Work that should have been completed according to the accepted working schedule for the Project. The dollar value of Work, which should have been completed, is defined as the average between the early start and late start scheduled earnings according to the approved working schedule. After falling 15 percent behind, the delinquency continues until the dollar value of Work is within 5 percentage points of the dollar value of Work that should be completed according to the accepted working schedule for the Project.

In addition to the retainage specified in Article 7.6 of these General Specifications, retainage may also be withheld on partial payments at any time throughout the duration of the Contract due to unsatisfactory progress. The amount of retainage withheld will be one (1) percent of the gross amount earned for the month for every one (1) percent the project is below the dollar value of the Work that should have been completed according to the accepted working schedule for the Project. Retainage held due to unsatisfactory progress will be returned once the delinquency has been cured.

6.9 Default and Termination of Contract

6.9.1 Determination of Default: CFX will give notice in writing to the Contractor and Contractor's surety of such delay, neglect, or default for any of the following:

a. If the Contractor fails to begin the Work under the Contract within the time specified in the Notice to Proceed or;
b. fails to perform the Work with sufficient workmen and Equipment or with sufficient Materials to assure the prompt completion of the Contract as related to the schedule or;
c. performs the Work unsuitably or neglects or refuses to remove Materials or;
d. to perform anew such Work as may be rejected as unacceptable and unsuitable or;
e. discontinues the prosecution of the Work or;
f. fails to resume Work which has been discontinued within a reasonable time after notice to do so or;
g. fails to pay timely its subcontractors, suppliers or laborers or;
h. submits a false or fraudulent Certificate of Disbursement of Previous Payments form or;
i. becomes insolvent or is declared bankrupt or;
j. files for reorganization under the bankruptcy code or;
k. commits any act of bankruptcy or insolvency, either voluntarily or involuntarily or;
l. allows any final judgment to stand against it unsatisfied for a period of ten calendar days or;
m. makes an assignment for the benefit of creditors or;
n. for any other cause whatsoever, fails to carry on the Work in an acceptable manner or;
o. if the surety executing the bond, for any reasonable cause, becomes unsatisfactory in the opinion of CFX. or;
p. Failure to ensure that D/M/WBE firms have the maximum opportunity to participate in performance of the Contract shall constitute failing to prosecute the Work in an acceptable manner.

If the Contractor, within a period of 10 calendar days after the notice described above, does not proceed to correct the default, CFX may give notice of default in writing to the Contractor and the surety stating the nature of the default and providing the amount of time which will be allowed to correct the default.

If the Contractor (within the curative period described in the notice of default) does not correct the default, CFX will have full power and authority to remove the Work from the Contractor and to declare the Contract in default and terminated.

If the Contract is declared in default, CFX may require the Contractor's surety to take over and complete the Contract performance. Upon the failure or refusal of the surety to assume the Contract within the time demanded, CFX may take over the Work covered by the Contract.

CFX shall have no liability for profits related to unfinished Work on a Contract terminated for default.

6.9.2 Public Interest Termination of Contract: CFX may, by written notice, terminate the Contract or a portion thereof after determining that, for reasons beyond either CFX or Contractor control, the Contractor is prevented from proceeding with or completing the Work as originally contracted for, and that termination would therefore be in the public interest. Such reasons for termination may include but need not be necessarily limited to, executive orders of the President relating to prosecution of war or national defense, national emergency which creates a serious shortage of Materials, orders from duly constituted authorities relating to energy conservation and restraining order or injunctions obtained by third-party citizen action resulting from national or local environmental protection laws or where the issuance of such order or injunction is primarily caused by acts or omissions of persons or agencies other than the Contractor.

When the Contract or any portion thereof, is terminated (as aforesaid) before completion of all items of Work in the Contract, payment will be made for the actual number of units or items of Work completed, at the Contract unit price or as mutually agreed for items of Work partially completed. No claims for loss of anticipated profits will be considered.

Reimbursement for mobilization expenses (when not otherwise included in the Contract), including moving Equipment to the job, will be considered where the volume of Work completed is too small to compensate the Contractor for these expenses under the Contract unit prices; the intent being that an equitable settlement will be made with the Contractor.

Acceptable Materials procured by the Contractor for the Work, that have been inspected, tested, and approved by CFX and that are not incorporated in the Work, may be purchased from the Contractor at actual cost, as shown by receipted bills and actual cost records, at such points of delivery as may be designated by CFX.

Termination of the Contract or a portion thereof, under the provisions of this subarticle, shall not relieve the Contractor of Contractor's responsibilities for the completed portion nor shall it relieve Contractor's surety of its obligation for, and concerning any just claims arising out of, the Work performed.

CFX may also, upon seven days written notice to the Contractor, without cause and without prejudice to any other right or remedy of CFX, elect to terminate the Contract. In such case, the Contractor will be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, in accordance with existing pay items;

2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, Materials or Equipment as required by the Contract Documents in connection with uncompleted Work, plus mutually agreeable sums for overhead and profit on such expenses.

The Contractor shall not be paid because loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

6.9.3 Completion of Work by CFX: Upon declaration of default and termination of the Contract, CFX will have the right to appropriate or use any or all Materials and Equipment on the sites where Work is or was occurring which are suitable and acceptable and may enter into agreements with others for the completion of the Work under the Contract or may use other methods which in the opinion of CFX are required for Contract completion. All costs and charges incurred by CFX because of or related to the Contractor's default (including the costs of completing Contract performance) shall be charged against the Contractor. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the Contractor and the surety shall be jointly and severally liable and shall pay CFX the amount of the excess.

6.10 Liquidated Damages for Failure to Complete the Work

6.10.1 Liquidated Damages for Failure to Complete the Work: The Contractor shall pay to CFX liquidated damages in the amount specified in the Special Provisions per calendar day for failure of the Contractor to complete the Work within the Contract time stipulated or within such additional time as may have been granted by CFX.

6.10.2 Determination of Number of Days of Default: Default days shall be counted in calendar days.

6.10.3 Conditions Under Which Liquidated Damages are Imposed: If the Contractor (or in circumstance of the Contractor default, the surety) fails to complete the Work within the Contract time stipulated or within such extra time as may have been granted by CFX, the Contractor (or the surety) shall pay to CFX, not as a penalty but as liquidated damages, the amount due.

6.10.4 Right of Collection: CFX reserves the right, at its sole option, to apply as payment on liquidated damages due any money which is due the Contractor by CFX.

6.10.5 Allowing the Contractor to Finish Work: Allowing the Contractor to continue and to finish the Work or any part of it, after the expiration of the Contract time allowed, including time extensions, shall in no way act as a waiver on the part of CFX of the liquidated damages due under the Contract.

6.10.6 Liability for Liquidated Damages: In the event of default of the Contract and the completion of the Work by CFX, the Contractor and the Contractor's surety shall be liable for the liquidated damages under the Contract. No liquidated damages shall be chargeable for any delay in the final completion of the Work due to any unreasonable action or delay on the part of CFX.

6.11 Release of Contractor's Responsibility

The Contract will be considered completed when all Work has been finally accepted, in writing, by CFX. The Contractor will then be released from further obligation except as set forth in the Public Construction Bond and as provided in subarticle 3.9.5, Recovery Rights Subsequent to Final Payment.

6.12 Recovery of Damages Suffered by Third Parties

In addition to liquidated damages, CFX may recover from the Contractor amounts paid by CFX for damages suffered by third parties unless the failure to timely complete the Work was caused by CFX acts or omissions.

6.13 Express Warranty

The Contractor warrants and guarantees the Work to the full extent provided for in and required by the Contract Documents. Without limiting the foregoing or any other liability or obligation with respect to the Work, the Contractor shall, at its expense and by reason of its express warranty, make good any faulty, defective, or improper parts of the Work discovered within one (1) year from the date of final acceptance of the Project, expressed in writing, by CFX. The Contractor also warrants that all materials furnished hereunder meet the requirements of the Contract Documents and expressly warrants that they are both merchantable and fit for the purpose for which they are to be used under the Contract Documents.

Should any subcontractor or material supplier of Contractor provide an express warranty for its work or materials to the Contractor which is thereafter assigned to CFX or provide a warranty for its work or materials directly to CFX, such warranty shall not preclude CFX from the exercise of any alternative means of relief against Contractor, whether contractual, extra-contractual, statutory, legal or equitable.

END OF SECTION 6

SECTION 7 - MEASUREMENT AND PAYMENT

7.1 Measurement of Quantities

7.1.1 Measurement Standards: Unless otherwise stipulated, all Work completed under the Contract shall be measured by CFX according to United States Standard Measures.

7.1.2 Method of Measurements: All measurements shall be taken horizontally or vertically unless otherwise stipulated. Consistent with this, any corrugations, rustications, or deviations in texture will not be quantified for surface area measurement and payment.

7.1.3 Determination of Pay Areas:

7.1.3.1 Final Calculation: In measurement of items paid for on the basis of area of finished Work, where the pay quantity is determined by calculation, the lengths and/or widths used in the calculations shall be either 1) the station to station dimensions shown on the Plans, 2) the station to station dimensions actually constructed within the limits designated by CFX or 3) the final dimensions measured along the surface of the completed Work within the neat lines shown on the Plans or designated by CFX. The method or combination of methods of measurement shall be those that reflect, with reasonable accuracy, the actual plane surface area, irrespective of surface and texture details of the finished Work as determined by CFX.

7.1.3.2 Plan Quantity: In measurement of items paid for on the basis of area of finished Work, where the pay quantity is designated to be the plan quantity, the final pay quantity shall be the plan quantity subject to the provisions of subarticle 7.3.2. In general, the plan quantity shall be calculated using lengths based on station to station dimensions and widths based on neat lines shown on the Plans.

7.1.4 Construction Outside Authorized Limits: Except where such Work is performed upon written instruction of CFX, no payment will be made for surfaces constructed over a greater area than authorized or for material moved from outside of slope stakes and lines shown on the Plans.

7.1.5 Truck Requirements:

The Contractor shall certify that all trucks used have a manufacturer's certification or permanent decal showing the truck capacity rounded to the nearest tenth of a cubic yard placed on both sides of the truck. The capacity shall include the truck body only and any side boards added shall not be included in the certified truck body capacity.

7.1.6 Ladders and Instrument Stands for Bridge Construction: To facilitate necessary measurements, the Contractor shall provide substantial ladders to the tops of piers and bents and shall place and move ladders as required by the CEI. For bridges crossing water or marshy areas, the Contractor shall provide fixed stands for instrument mounting and measurements.

7.2 Scope of Payments.

7.2.1 Items Included in Payment:

Accept the compensation as provided in the Contract as full payment for furnishing all materials and for performing all work contemplated and embraced under the Contract; also for all loss or damage arising out of the nature of the work or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its final acceptance; also for all other costs incurred under the provisions of the General Specifications.

For any item of work contained in the proposal, except as might be specifically provided otherwise in the basis of payment clause for the item, include in the Contract unit price (or lump sum price) for the pay item or items the cost of all labor, equipment, materials, tools, and incidentals required for the complete item of work, including all requirements of the Section specifying such item of work, except as specifically excluded from such payments.

7.2.1.1 Fuels: CFX will, in the Contract Documents, provide an estimated quantity for fuel requirements for gasoline and diesel to cover the work specified in the Contract. Price adjustments will be made only for the amount of gasoline and diesel fuel estimated by CFX as required to complete the Contract. The requirement of each type of fuel for each pay item is estimated by multiplying the CFX standard fuel factor for that pay item by the quantity of that pay item. Price adjustments made for fuel used after expiration of the last allowable Contract Day (including any time extensions) will be limited to the increases or decreases dictated by the index in effect on the last allowable Contract Day. On Contracts with an original Contract Time in excess of 120 calendar days, CFX will make price adjustments on each applicable progress estimate to reflect increases or decreases in the price of gasoline and diesel from those in effect during the month in which bids were received. The Contractor will not be given the option of accepting or rejecting these adjustments. Price adjustments for these fuels will be made only when the current fuel price (CFP) varies by more than 5% from the price published when bids were received (BFP), and then only on the portion that exceeds 5%. For definition purposes, should a project bid prior to the 15th of any month, the bid index will be the index for the month prior to the bid. Should a project bid after the 14th of the month, the bid index will be the index for the month of the bid.

Price adjustments will be based on the monthly bulk average price for gas and diesel as derived by the FDOT. These average indexes shall be determined by averaging bulk fuel prices on the first day of each month as quoted by major oil companies that are reasonably expected to furnish fuel for projects in the State of Florida. Average price indices for gasoline and diesel will be available on the FDOT Construction Office website before the 15th of each month, at the following URL: https://www.fdot.gov/construction/fuel-bit/fuel-bit.shtm.

Payment will be based on the quantities shown on the progress estimate on all items for which established standard fuel factors which are included in the bid documents or, if omitted, are on a file maintained by the FDOT at the time of bid.

Payment on progress estimates will be adjusted to reflect adjustments in the prices for gasoline and diesel in accordance with the following:

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

Ai = Fi (Pi - .95 Pb) during a period of decreasing prices.

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

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

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

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

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

Ai = Fi (Pi - 1.05 Pb) during a period of increasing prices.

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

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

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

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

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

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

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

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

$ Adjustment = (ID)(Gallons)

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

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

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

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

by the ton, that do contain Reclaimed Asphalt Pavement (RAP), the number of gallons will be determined assuming a mix design with 5% liquid asphalt weighing 8.58 lb/gal.

Asphalt concrete items payable by the square yard will be converted to equivalent tons assuming a weight of 100 lb/yd^2 per inch.

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

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

7.3 Compensation for Altered Quantities

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

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

7.3.2 Payment Based on Plan Quantity:

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

with the criteria for significant changes as defined in subarticle 2.3.1 of these General Specifications.

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

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

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

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

7.3.3 Lump Sum Quantities:

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

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

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

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

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

(a) Labor:

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

for general supervision and the furnishing and repairing of small tools used on the Work. Agreed wage rates shall not be in excess of the rates paid for comparable Work on the Project.

(b) Materials and Supplies:

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

(c) Equipment:

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

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

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

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

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

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

will be paid in a single day.

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

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

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

Allowable Hourly Operating Cost = Hourly Operating Cost x 100%

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

Standby Rate = Allowable Hourly Equipment Rate x 50%

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

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

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

(d) Subcontractor Work

The Contractor will be allowed a markup of 10% on the first $50,000 and a markup of 5% on any amount over $50,000 on any subcontract directly related to the alteration, change, additional or unforeseen Work. A

subcontractor mark-up will be allowed only by the prime Contractor and a first tier subcontractor.

(e) Insurance, Bond and Taxes:

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

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

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

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

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

7.5 Deleted Work

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

7.6 Partial Payments

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

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

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

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

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

7.6.2 Unsatisfactory Payment Record: CFX reserves the right to disqualify the Contractor from bidding on future contracts by CFX if the Contractor's payment record relating to the Work becomes unsatisfactory. The Contractor's surety may also be disqualified from issuing bonds for future contracts by CFX should the surety similarly fail to perform under the terms of the bond.

7.6.3 Withholding Payment for Defective Work: Should any defective Work or Materials be discovered prior to final acceptance or should a reasonable doubt arise prior to final acceptance as to the integrity of any part of the completed Work, payment for such defective or questioned Work will not be allowed until the defect has been remedied and causes of doubt removed.

7.6.4 Partial Payments for Delivery of Certain Materials:

7.6.4.1 General: Partial payments will be allowed for certain Materials stockpiled in approved locations in the vicinity of the Project. For structural steel, precast drainage structures and precast/prestressed concrete elements, where off-site

fabrication is required, the term "in the vicinity of the Project" will be interpreted to include a site remote from the Project provided that condition 1) listed below is satisfied.

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

1) There must be reasonable assurance that the stockpiled material will be incorporated into the specific project on which partial payment is made.

2) The stockpiled material must be approved as meeting applicable specifications.

3) The total quantity for which partial payment is made shall not exceed the estimated total quantity required to complete the project.

4) The Contractor shall furnish the CEI with copies of certified invoices to document the value of the materials received. The amount of the partial payment will be determined from invoices for the material up to the unit price in the Contract.

5) Delivery charges for materials delivered to the jobsite will be included in partial payments if properly documented.

6) Partial payments will not be made for materials which were stockpiled prior to award of the Contract for a project.

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

1) Partial payments less than $5,000 for any one month will not be processed.

2) Partial payments for structural steel and precast/prestressed items will not exceed 85% of the bid price for the item. Partial payments for all other items will not exceed 75% of the bid price of the item in which the material is to be used.

3) Partial payment will not be made for aggregate and base course material received after paving or base construction operations begin except when a construction sequence designated by the CEI requires suspension of paving and base construction after the initial paving operations, partial payments will be reinstated until the paving and base construction resumes.

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

locations will be allowed if the conditions of subarticle 7.6.4.1 and the following conditions are met:

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

2) The following clauses shall be added to the contract between the Contractor and the supplier of the stockpiled materials:

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

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

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

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

On initial payment, the Contractor shall assure that all subcontractors and Materials suppliers having an interest in the Contract receive their share of the payments due. CFX will not make any progress payments after the initial partial payment until the Contractor certifies pro rata shares of the payment out of previous progress payments received by the Contractor have been disbursed to all subcontractors and suppliers having an interest in the Contract, unless the Contractor demonstrates good cause for not making any required payment and furnishes written notification of any such good cause to both CFX and the affected subcontractors and suppliers. Contractor shall

execute and submit a Certification of Disbursement of Previous Payments form, supplied by CFX, with each payment request after the initial request. Submitting a false or fraudulent certification will result in a determination of default by the Contractor in accordance with Article 6.9.1 of these General Specifications.

7.6.6 Reduction of Payment for Unsatisfactory Services or Products

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

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

7.7 Record of Construction Materials

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

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

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

7.8 Disputed Amounts Due Contractor

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

7.9 Acceptance and Final Payment

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

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

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

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

B) The Contractor has properly maintained the Project as specified hereinbefore.

C) The Contractor has furnished a sworn affidavit to the effect that all bills are paid and no suits are pending (other than those exceptions listed if any) in connection with the Work of the Contract and that the Contractor has not

offered or made any gift or gratuity to or made any financial transaction of any nature with, any employee of CFX. Tort liability exceptions, if any, shall be accompanied by evidence of adequate insurance as required in Article 5.11 of these General Specifications.

D) The surety on the Public Construction Bond has consented (by completion of its portion of the affidavit and surety release) to final payment to the Contractor and agrees that the making of such payment shall not relieve the surety of any of its obligations under the bond.

E) The Contractor has submitted all mill tests and analysis reports to CFX.

F) The Contractor has submitted insurance certificates for extended coverage as required by Article 5.11 of these General Specifications.

G) The Contractor has previously submitted As-built Drawings as required by Article 3.3.1 of these General Specifications.

H) The Contractor has submitted the completed density log book as required by Article 120-10.4.2 of the Technical Specifications.

I) The Contractor has submitted the final material testing certification as required by Article 105-6 of the Technical Specifications.

J) The Contractor has submitted all warranties and operation and maintenance manuals required by various Articles and Subarticles of Specifications.

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

7.10 Offsetting Payments

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

END OF SECTION 7

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

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

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

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

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

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

(1) Whether the Contractor, provided written notice to certified D/M/WBEs performing the type of Work that the Contractor intends to subcontract, advising the D/M/WBEs (a) of the specific Work the Contractor intends to subcontract; and (b) that their interest in the Contract is being solicited;

(2) Whether the Contractor provided interested D/M/WBEs assistance in reviewing the Contract Plans and Specifications;

(3) Whether the Contractor assisted interested D/M/WBEs in obtaining any required bonding, lines of credit, or insurance;

(4) Whether the Contractor's efforts were merely pro forma and given all relevant circumstances, could not reasonably be expected to produce sufficient D/M/WBE participation to meet the objective.

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

8.2 Disadvantaged, Minority and Women Owned Businesses - Participation Objective

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

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

(1) "Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States or lawfully admitted permanent residents and who are women, Black Americans, Hispanic American, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans. Individuals in the following groups are presumed to be socially and economically disadvantaged:

(a) "Black Americans", which includes persons having origins in any of the black racial groups of Africa;

(b) "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish or Portuguese culture or origin, regardless of race;

(c) "Asian-Pacific Americans", which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the

Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific and the Northern Marianas;

(d) "Native Americans", which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

(e) "Asian-Indian Americans", which includes persons whose origins are from India, Pakistan, and Bangladesh; and

(f) "Women".

(2) "Joint Venture" means an association of two or more firms to carry out a single business enterprise for which purpose the firms combined their property, money, effects, skills or knowledge.

(3) "Certified" means a finding by Orange County, Florida, the City of Orlando, Florida, and Florida Department of Transportation that the business is a bona fide Minority, Women or Disadvantaged owned and operated business.

(4) " Independently Owned and Operated" means a business that is not affiliated or associated with the general contractor or prime contractor providing work or services on CFX project(s) or procurement in which the D/M/WBE seeks to participate. Affiliated status may be determined through common ownership, management, employees, facilities, inventory or any other factors, which would prevent or inhibit independent status

(5) "Women Business Enterprise" comprises all women. All women business owners will be classified as a Women Business Enterprise.

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

1. Soliciting price quotations and arranging a time for the review of plans, quantities, specifications, and delivery schedules, and for the preparation and presentation of quotations;

2. Providing assistance to D/M/WBEs in overcoming barriers such as the inability to obtain bonding, financing, or technical assistance;

3. Carrying out information and communication programs or workshops on contracting procedures and specific contracting opportunities in a timely manner, with such programs being bilingual where appropriate;

4. Contacting Minority Contractor Associations, city, and county agencies with

programs for disadvantaged individuals for assistance in recruiting and encouraging eligible D/M/WBE contractors to apply for certification.

5. Meeting with appropriate officials of CFX, including its Supplier Diversity Office, to assist with the Contractor's efforts to locate D/M/WBEs and assist with developing joint ventures, partnering, and mentorship.

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

1. The total dollar value of the contract to be awarded to the certified D/M/WBE will not be counted toward the applicable D/M/WBE objective unless approved by CFX.

2. A portion of the total dollar value of a contract, with an eligible joint venture, equal to the percentage of the ownership and control of the D/M/WBE partner in the joint venture may be counted toward the D/M/WBE objective.

3. Only expenditures to D/M/WBEs that perform a commercially useful function may be counted toward the D/M/WBE objective. A D/M/WBE is considered to perform a commercially useful function when it actually performs and manages at least 51 percent of the work subcontracted to it. To determine whether a D/M/WBE is performing a commercially useful function, CFX will evaluate all relevant factors such as the amount of Work subcontracted and industry practices.

4. Consistent with normal industry practices, a D/M/WBE may enter into subcontracts. If a D/M/WBE subcontracts 50 percent or more of the Work assigned to it, the D/M/WBE shall be presumed not to be performing a commercially useful function.

5. Expenditures for materials and supplies obtained from D/M/WBE suppliers and manufacturers may be counted toward the D/M/WBE objective, provided that the D/M/WBEs assume the actual and contractual responsibility for the provision of the materials and supplies. The percentage allowed toward the D/M/WBE objective is as follows:

(a) All expenditures to a D/M/WBE manufacturer (i.e., a supplier that produces goods from raw materials or substantially alters them before resale) may be counted toward the D/M/WBE objective.

(b) 1. A Contractor may count toward its D/M/WBE objective 60 percent of its expenditures for materials and supplies required under a contract and obtained from a D/M/WBE regular

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

2. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Contractor.

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

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

1. The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials of supplies required for performance of the Contract, provided that the fee or commission is determined by the recipient to be reasonable and not excessive as compared with fees customarily allowed for similar services.

2. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

3. The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the Contract, provided that the fee or commission is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

4. Those sums that, subsequent to the receipt of bids, CFX elects, under the provisions of the Direct Materials Purchase Option, to purchase materials originally proposed by the Contractor to CFX to have been an element of the Work of a certified D/M/WBE contractor/subcontractor/vendor.

8.2.5 Records and Reports: The Contractor shall develop a record keeping system to monitor its D/M/WBE participation and shall maintain the following records:

1. the procedures adopted to comply with these special provisions;

2. The number of subordinated contracts on CFX projects awarded to D/M/WBEs;

3. the dollar value of the contracts awarded to D/M/WBEs;

4. the percentage of the dollar value of all subordinate contracts awarded to D/M/WBEs as a percentage of the total contract amount;

5. a description of the general categories of contracts awarded to D/M/WBEs;

6. the specific efforts employed to identify and award contracts to D/M/WBEs;

7. maintenance of records of payments and monthly reports to CFX;

8. Subcontract Agreement between Contractor and D/M/WBE subcontractors; and

9. any other records required by CFX's Project Manager or Executive Director.

The records maintained by the Contractor in accordance with this Section shall be provided to CFX for review within 48 hours of the CFX request. The Contractor shall submit a properly executed D/M/WBE Payment Certification monthly during the life of the D/M/WBE subcontract whether payment is made or not.

8.3 Subletting of Contracts - Participation Objective

No request to sublet Work will be approved unless it is in compliance with the Contractor's approved D/M/WBE Utilization Form "Certification of Subcontract Amount to D/M/WBE Contractor", shall be completed and submitted with the Request for Authorization to Sublet Work. One copy of the certification will be attached to each copy of the Request for Authorization to Sublet Work.

END OF SECTION 8

SECTION 9 - BINDING ARBITRATION

9.1 CFX and the Contractor shall submit any and all unsettled claims, counterclaims, and disputes to the Disputes Review Board (DRB) prior to initiating a demand for arbitration pursuant to this Section.

9.2 No demand for arbitration of any claim, dispute or other matter referred to the DRB initially for decision will be made until after final acceptance, per Article 3.9, of all Contract Work by CFX. The filing party shall pay all applicable fees associated with requested arbitration proceedings.

The failure to demand arbitration within thirty (30) days after final acceptance will result in the DRB's decision being final and binding upon CFX and Contractor.

9.3 Notice of the demand for arbitration is satisfied when it is filed in writing with the other party to the Contract and with the American Arbitration Association (including required fees). A copy will be sent to the Board for information.

9.4 The arbitration shall occur in Orlando, Florida and shall be conducted by a three (3) member panel pursuant to and under the auspices of the Construction Industry Arbitration Rules of the American Arbitration Association.

9.5 Procedure for Binding Arbitration

Arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, subject to the limitations of this Section. The agreement to arbitrate (and any other agreement or consent to arbitrate entered into in accordance herewith) will be specifically enforceable under the laws of Florida.

Arbitration shall include by consolidation, joinder or in any other manner any person or entity who is not a party to the Contract in circumstances where:

- the inclusion of such other person or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration, and
- such other person or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings, and
- the written consent of the other person or entity sought to be included and of CFX and Contractor has been obtained for such inclusion, which consent shall make specific reference to this paragraph.

In order to assure complete resolution of any claim or controversy, the Contractor shall provide and require (in the agreements with subcontractors and material suppliers) for joinder in such arbitration proceedings. Therefore, if a claim, dispute or other matter in question between CFX and Contractor involves the work of a Subcontractor, either CFX or Contractor may join such subcontractor as a party to the arbitration. Nothing in this paragraph or in the provision of such subcontract consenting to joinder shall create any claim, right or cause of action in favor of subcontractor or supplier, and against CFX, CEI, or any of their consultants that does not otherwise exist.

In connection with the arbitration proceedings all participants shall be afforded pre-hearing discovery in accordance with the rules of the American Arbitration Association.

END OF SECTION 9

SECTION 10 - PARTNERING AND DISPUTES RESOLUTION

10.1 Partnering

The objective of Partnering is to establish a partnership charter and action plan for the Contractor, CFX and other parties impacted by the activities covered under the Contract to identify and achieve reciprocal goals. These objectives may be met through participation in workshops held periodically throughout the duration of the Contract.

Prior to the pre-construction conference, CFX, the CEI, and the Contractor shall meet and plan an initial partnering/team building workshop. At this planning session, arrangements will be made to select a workshop facilitator, determine attendees, agenda, duration and location. Attendees should include representatives of CFX, the CEI, and other key Project personnel, the Contractor's superintendent and other key personnel as well as others mutually agreed upon by CFX and the Contractor. Additional workshops may be held periodically throughout the duration of the Contract if authorized by CFX.

CFX will arrange for and pay the cost of providing a facilitator and meeting room and for all other direct costs associated with the Partnering workshops. No separate compensation will be paid to the Contractor to attend partnering meetings

10.2 Disputes Resolution

10.2.1 Disputes Review Board

A Disputes Review Board ("Board") will be established to assist in the resolution of disputes arising out of the Work on the Project. This document describes the purpose, procedure, function and features of the Board.

The Board will provide special expertise to assist and facilitate the timely and equitable resolution of disputes and controversies between CFX and the Contractor in an effort to avoid construction delays and future claims.

It is not intended for CFX or the Contractor to avoid the normal responsibility to cooperatively and fairly settle differences by indiscriminately requesting dispute resolution by the Board. It is intended the Board encourage CFX and the Contractor to first try resolving potential disputes without resorting to the procedure set forth herein.

The Board will be used only when the claims procedure detailed in the Contract has been followed and has been unsuccessful. It is a condition of the Contract that the parties use the Board. Adherence to the Contract claims procedure is a condition precedent to the submission of a dispute to the Board, and the submission of an unresolved dispute to the Board is, in turn, a condition precedent to arbitration of such issue.

The Board will fairly and impartially consider disputes referred to it. The Board will receive testimony and other relevant evidence regarding such disputes, will analyze the facts within the parameters of the Contract, and will then provide written recommendations (to CFX and Contractor) to assist in the resolution of the disputes. The recommendations of the Board will not be binding on either CFX or the Contractor; however, the Board's recommendations and findings shall be admissible for all purposes in any subsequent arbitration proceedings or the judicial enforcement thereof.

10.2.2 Continuance of Work During Dispute

During the dispute resolution process the Contractor shall conform to the CEI's decision or order and continue with the Work as directed by the CEI in a diligent manner and without delay. Such Work will be governed by all applicable provisions of the Contract. With respect to any protested Work, the Contractor will keep complete records of extra costs and time incurred. Except for sealed Bid Records, the Contractor will permit CEI and the Board access to any records needed for evaluating the dispute, without any claim of privilege or confidentiality.

10.2.3 Disputes Review Board Membership

The Board will consist of three Members, one Member selected by CFX and approved by the Contractor, and one Member selected by the Contractor and approved by CFX. The first two Members will mutually select and agree on the third Member, which third Member shall not be subject to approval by either the Contractor or CFX. Normally, the third Member will act as Chairman for all Board activities. If the third Member declines to act as Chairman, the Members shall select an alternative Chairman. Neither the Contractor nor CFX shall seek to influence the Chairman selection decision.

The Contractor and CFX shall each submit the name and credentials of their proposed Member to the other within ten (10) days of the Contract award. The two Members, upon acceptance, shall meet promptly and mutually agree on the third Member. A Notice to Proceed shall not be issued until the Board Members have been selected and have signed the Three-Party Agreement. All three Members shall attend the Pre-Construction Meeting.

All Board Members shall be experienced with major road and bridge construction and the associated construction methods involved in the Project, in the interpretation of contract documents and in contract dispute resolution. The goal in selecting the third Member is to complement the construction experience of the first two Members and to provide leadership of the Board's activities.

It is imperative that Board Members show no partiality to either the Contractor or CFX, or have any conflict of interest.

The criteria and limitations for membership will be as follows:

a. The person selected will not have any direct or indirect ownership or financial interest in (i) the Contractor, (ii) CEI or the CFX General Engineering Consultant ("GEC"), (iii) any subcontractor or supplier of the Project, or (iv) the employer of other Board Members.

b. Except for services as a Board Member on CFX projects, no Member shall have been an employee, contractor or consultant to the Contractor or CFX, CEI, the GEC or any subcontractor or supplier for the Project within a period of ten (10) years prior to the Contract award.

c. No Member will have had a close personal, professional or business relationship with CFX or the Contractor (or an employee or officer of CFX or the Contractor).

d. No Member will have had any prior involvement in the Project (other than as a dispute board member) of a nature which could be construed to compromise an ability to impartially resolve disputes.

e. No Member will be employed by the Contractor, the CEI, the GEC or any subcontractor or supplier of the Project during the term of the Contract, except as a Board Member pursuant to the Three Party Agreement.

f. During the term of the Contract no discussion or agreement will be made between a Board Member and CFX or Contractor regarding employment after the Contract is completed.

g. During the term of the Contract, ex-parte communications between a Board Member and a party to the Three Party Agreement is prohibited.

Before appointments are final, the first two prospective Members will submit complete disclosure statements for the approval of both CFX and the Contractor. Each statement (in the form prepared by CFX) will include a statement of experience and a declaration describing all past, present and anticipated or planned future relationships to the Project and with the parties to the Contract. Disclosure of professional or personal relationships with parties to the Contract will be included. The third Board Member will supply a similar statement to the first two Board Members (and to CFX and the Contractor) before the third Member appointment is finalized.

CFX and the Contractor will each select a Member, execute the Three Party Agreement (described below) and assure the Members execute the Three-Party Agreement within the first three (3) weeks after Contract award. CFX and the Contractor will immediately notify the selected Members to begin selection of the third Member. The first two Members will ensure the third Member meets all of the criteria listed above. The third Member will be selected within two (2) weeks after the first two Members are notified to proceed with the selection of the third Member. If there is an impasse in the selection of the third Member, the third Member will be selected by CFX and the Contractor, with the first consideration to the nominees reviewed by the first two Members.

In the event of death, disability or resignation of a Member, such Member shall be replaced in the same manner as the Member being replaced was selected. If for whatever other reason a Member fails or is unable to serve, the Chairman (or failing the action of the Chairman, then either of the other Members) shall inform the parties and such non-serving Member shall be replaced in the same manner as the Member being replaced was selected. Any replacement made by the parties shall be completed within fifteen (15) days after the event giving rise to the vacancy on the Board, failing which the replacement shall be made by the two remaining Members of the Board. Replacement shall be considered completed when the new Member executes the Dispute Review Board Three Party Agreement.

10.2.4 Board Operations

The Board will formulate procedures of operation that shall be flexible with respect to the functioning of the Board. The Board may formulate new or revised procedures respecting its operation from time to time to accommodate the needs of the Board and the circumstances.

Each Board Member shall be provided a complete set of the Contract Documents. CFX and the Contractor shall keep the Board informed of construction activity and progress by submitting written progress reports and other relevant data at least monthly. The Board will visit the Project at regular intervals and/or at times of critical construction events and meet with CEI and the Contractor. In circumstances of unresolved disputes, the Board will meet at least monthly until the unresolved disputes are concluded. The frequency of visits will be agreed upon by CFX, the Contractor and the Board, depending upon the progress of the Work.

Regular meetings will be held at the job site. Each meeting will consist of an informal discussion and a field inspection of the Work. The informal discussion will be attended by selected personnel from CFX, the CEI and the Contractor. Agenda for regular meetings of the Board will generally include the following:

a. Meeting opened by the Chairman of the Board.

b. Remarks by the CEI.

c. A description by the CEI and the Contractor of Work accomplished since the

last meeting, current status of the Work schedule, schedule for the future, potential problems and proposed solutions to anticipated problems.

d. Discussion by the CEI of Work schedule, potential new disputes or claims, status of past disputes and claims and other issues.

e. Set a date for next meeting.

The CEI will prepare minutes of all Board meetings and circulate them for comments, revisions and/or approval by all concerned.

The field inspection will cover all active segments of the Work. The Board will be accompanied by representatives of both the CEI and the Contractor. Soliciting any Board Member's advice or consultation regarding the Work or the Contract is expressly prohibited.

10.2.5 Procedure for Disputes Resolution

Disputes will be considered as quickly as possible, taking into consideration the particular circumstances and the time required to prepare detailed documentation. Steps may be omitted as agreed by both parties and the time periods stated below may be shortened in order to hasten resolution.

a. If either CFX or Contractor object to any decision of the CEI with respect to claims, change order requests, or other actions or orders of the CEI, the objecting party may file a written protest with the CEI within fifteen (15) days after the CEI's disputed decision, action or order. The written protest must clearly state in detail the basis for the objection.

b. The CEI will consider the written protest to its decision or directive, and make a final decision on the basis of the pertinent Contract provisions, together with the facts and circumstances involved in the protest. The decision will be furnished to CFX and Contractor in writing within fifteen (15) days after receipt of the written protest.

c. The CEI's decision with respect to the protest will be final, unless a written exception is filed by CFX or Contractor with the CEI within fifteen (15) days after receiving the protest decision. If either rejects the CEI's final decision, the disputed matter may be referred to the Board by either CFX or the Contractor.

d. Upon receipt by the Board of a written dispute, the Board will first decide when to conduct the hearing. If the matter is not urgent, it may be heard at the next regularly scheduled Board meeting. For an urgent matter, the Board will meet at its earliest convenience.

e. Either party furnishing written evidence or documentation to the Board will furnish copies of such information to the other party a minimum of fifteen (15) days prior to the date the Board sets to hear the dispute. If the Board requests additional documentation or evidence prior to, during or after the hearing, CFX and/or the Contractor will provide the requested information to the Board and to the other party. Because each side needs a reasonable opportunity to understand and rebut the opposing side's point of view, failure of either party to timely provide written documentation in accordance with this provision shall result in such written documentation being excluded from the hearing before the Board unless the other party consents to its admission or consents to a delay in the hearing.

f. The Contractor and CFX will each be afforded an opportunity to be heard by the Board and to offer evidence. The Board will consider all relevant evidence presented and analyze the same solely within the parameters of the Contract. Hearsay evidence shall be admissible but shall not be the sole basis for any recommendation of the Board.

g. The Board's recommendations for resolution of the dispute will be given in writing within fifteen (15) days of completion of the hearing(s). In cases of extreme complexity, both parties may agree to allow additional time for the Board to formulate its recommendations. Generally, the Board will initially focus its attention (in the written report) only to matters of entitlement, and allow the parties to thereafter determine the monetary relief. If both parties request, and sufficient documentation is available, the Board may also make a recommendation of monetary relief, but only after formulation of the entitlement recommendation and only after the parties have attempted to agree upon the monetary relief amount.

h. If the Board's recommendation for resolution is not unanimous, the dissenting member shall prepare a separate written opinion.

i. Within fifteen (15) days of receiving the Board's recommendations, both CFX and the Contractor will respond to the other and to the Board in writing, signifying either acceptance or rejection of the Board's recommendations. The failure of a party to respond within the fifteen (15) day period will be deemed an acceptance by such party of the Board's recommendations. If CFX and the Contractor are able to resolve the dispute (with or without the aid of the Board's recommendations), CFX will promptly process any required Contract changes.

j. If the dispute remains unresolved because of a bona fide lack of clear understanding of the recommendation, either party may request the Board clarify specific portions of its recommendations. Further, if new evidence becomes available, either party may request the Board reconsider its prior recommendation Only evidence which did not exist at the time of the hearing, or which existed but which could not be discovered with reasonable and normal diligence shall be considered new evidence.

k. If the Board's recommendation is rejected, either party may thereafter initiate resolution of the dispute by binding arbitration conducted pursuant to the Contract.

Both CFX and the Contractor should carefully consider the Board's recommendations, as the recommendations are binding unless written notice is provided to the other party within 30 days of the recommendations stating the party's intent to bring the disputed issue to arbitration. However, if the Board's recommendations do not resolve the dispute, all records and written recommendations, including any minority reports, will be admissible for informational purposes in any subsequent dispute resolution procedures. Such informational purposes shall include but not be limited to establishing that the Board considered the dispute, the qualifications of the Board Members, and the Board's recommendation that resulted from the dispute resolution process.

10.2.6 Conduct of Disputes Hearings

Each party shall file three copies of its written arguments with the Board no less than seven days prior to the scheduled hearing and shall simultaneously deliver a copy of such written arguments to the opposing party. Each party shall also submit to the Board along with its written arguments copies of its written evidence and documentation which has been previously provided to the opposing party as provided above.

Normally, the hearing will be conducted at the job site. However, any location more convenient and which provides all required facilities and access to necessary documentation is satisfactory.

While the Board will keep a record of its sessions during consideration of a dispute, the Board will not be required to keep its record in any particular form. The nature and completeness of the record will depend upon the nature and magnitude of the dispute and the desires of the parties. If possible, the hearings shall be kept informal. Formal records of the Board meetings may be taken and transcribed by a court reporter if requested by a party (at the requesting party's cost). Audio and/or video recording of the meeting is discouraged and shall only be made with the prior agreement of all parties and a majority of the Board.

CFX and the Contractor will have representatives at all dispute resolution hearings. The party requesting Board review will first discuss the dispute, followed by the other party. Each party will then be allowed successive rebuttals until all aspects are fully covered to the Board's satisfaction. The Members and the parties may ask questions, request clarification or ask for additional data. In large or complex cases, additional hearings may be necessary in order to consider and fully understand all evidence presented by both parties.

During the hearings, no Member will express any opinion concerning the merit of any facet of the dispute.

After the hearings are concluded, the Board will meet in private to formulate recommendations supported by two or more Members. All Board deliberations will be conducted in private, with individual views kept strictly confidential. No minutes shall be prepared of the Board's private meetings. The Board's recommendations and discussions of its reasoning will be submitted as a written report to both parties. The recommendations will be based on the pertinent Contract provisions and the facts and circumstances involved in the dispute.

The Board will make every effort to reach a unanimous decision. If a unanimous decision is not possible, the dissenting Member may (but is not required to) prepare a minority report.

10.2.7 Compensation

The Contractor shall pay the fees of all three Board Members for services rendered under the Three Party Agreement. An allowance pay item has been established in the Contract for the reimbursing the Contractor. Funds remaining in the pay item, if any, at the completion of the Project will belong to CFX. CFX and the Contractor shall agree on the procedures and method of processing payments made against the allowance. CFX or the CEI will mail minutes and progress reports, will provide administrative services, such as conference facilities and secretarial services. If the Board desires special services, such as legal consultation, accounting, data research, etc., both parties must agree and the costs will be paid from the allowance.

10.2.8 Three Party Agreement

The Contractor, CFX and the Members of the Board will execute the Dispute Review Board Three Party Agreement within four (4) weeks of the final selection of the third Member.

END OF SECTION 10

ATTACHMENT A

DISPUTES REVIEW BOARD
THREE PARTY AGREEMENT

THIS THREE PARTY AGREEMENT ("Agreement") made and entered into this ____ day of _____, 20__, between the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"),_____ ("Contractor")** and the **DISPUTES REVIEW BOARD ("Board")**, consisting of three members: _____, _____ and _____ **("Members")**.

WHEREAS, CFX is now engaged in the construction of the _____, and

WHEREAS, the _____ contract ("Contract") provides for the establishment and operation of the Board to assist in resolving disputes and claims.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein (or attached, incorporated and made a part hereof), the parties agree as set forth herein.

I
DESCRIPTION OF PURPOSE

To facilitate resolution of disputes between the Contractor and CFX, CFX has provided (in the Contract) for the establishment of the Board. The function of the Board is to fairly and impartially consider Contract disputes placed before it and provide written recommendations for resolution to both CFX and the Contractor. The Members of the Board shall perform the services designated in Section II, Scope of Work.

II
SCOPE OF WORK

The Scope of Work includes, but is not limited to, the following items:

A. Third Board Member Selection. The first duty of CFX and the Contractor selected Members of the Board is to select the third Member. The third Member shall not have any current financial or employment ties with either the Contractor or CFX. The selection goal is to obtain a third Board Member who will complement the first two by furnishing expertise, leadership and experience to facilitate the Board's operations. The first two Board Members selected shall proceed with the selection of the third Board Member upon receiving their appointment. If the first two Members are unable to select a third

Member within four (4) weeks, CFX and the Contractor will select the third Member.

B. Procedures. After selecting the third Board Member and prior to considering a dispute, the Board shall establish procedures to govern the conduct of its business and reporting procedures based on the Guidelines, attached as an Appendix to this Agreement. The Board recommendations (resulting from a consideration of a dispute) shall be furnished in writing to CFX and the Contractor. The recommendations shall be based solely on the pertinent Contract provisions and the facts as reasonably determined by the Board. The Board shall have no authority to disregard or unilaterally modify pertinent Contract provisions including, but not necessarily limited to, those provisions pertaining to notices and claims procedures.

C. Furnishing Documents. CFX shall, at the time of each Board Member's appointment, furnish such Member a copy of the Contract. Both CFX and the Contractor shall, no later than seven (7) days prior to the scheduled Board hearing, submit to the Board three copies of all written documents and arguments that such party wishes the Board to consider. Each party shall provide its written documentation to the other side no later than fifteen (15) days prior to the scheduled Board hearing and shall provide a copy of its written argument to the other side no later than seven (7) days before the hearing in order to afford the other side the opportunity to review such documents and prepare any necessary rebuttal for the hearing.

D. Site Visits. The Board shall visit the project site to: (i) keep abreast of construction activities, and (ii) develop a familiarity of the work in progress. The frequency, exact time and duration of visits shall be in accordance with the attached Guidelines or as mutually agreed between CFX, the Contractor and the Board.

In the circumstance of an alleged differing site condition (or specific construction problem), it will be advantageous for the Board to view any relevant conditions. If viewing by the Board would cause delay to the project, photographs and descriptions of conditions collected by either (or both) party will suffice.

E. Board Consideration of Disputes or Claims. Upon receipt by the Board of a written appeal of a dispute (from either the Contractor or CFX) the Board shall convene to review and consider the dispute. CFX, the Contractor and the Board shall determine the time and location of Board meetings. Both CFX and the Contractor shall be given the opportunity to present evidence and argument at such meetings. Absent good cause to the contrary, written evidence shall be limited to that evidence which was previously supplied to both the Board and the other party in accordance with the previous paragraph. Mere negligence in providing such written evidence shall not be considered good cause for its admission. Hearsay evidence shall be permitted but shall not be the sole basis for any recommendation by the Board. Additionally, Board Members may rely on their personal knowledge based on

prior site visits, ongoing document reviews, and general project familiarity. Each party may, but is not required to, submit its proposed recommendations for resolving the dispute to the Board for its consideration.

Board Members are to act impartially and independently in weighing the evidence and in considering the respective positions of the parties within the confines and literal interpretation of the Contract terms. The recommendations concerning any such dispute are advisory and not binding on either party. The Board shall make every effort to reach a unanimous recommendation. If a unanimous recommendation is not possible, the dissenting Member shall prepare a minority report.

The Board's recommendations, together with explanations of its reasoning, shall be submitted as a written report to both parties. The recommendation shall be based solely on the pertinent provisions of the Contract, applicable laws and regulations, and the relevant facts as determined by the Board based upon the evidence presented. It is important for the Board to express, clearly and completely, the logic and reasoning leading to the recommendation so that both parties fully understand the recommendation.

Either CFX or the Contractor may request the Board to reconsider its recommendation. However, reconsideration will only be allowed when there is new evidence to present, or a clarification is required.

F. Miscellaneous Board Responsibilities. In addition to the matters set forth above:

1. The Board Member shall become familiar with the Contract Documents, review periodic reports, and maintain a current file of the project.

2. Except for providing the services required in this Agreement, the Board and its individual Members shall refrain from giving any advice to either party concerning conduct of the work or the resolution of problems. Ex-parte communications between a party and a Board Member are prohibited.

3. The Board shall perform services not specifically listed herein to the extent necessary to achieve the purposes of this Agreement.

G. Board Member Replacement. If the need occurs to appoint a replacement Board Member, the replacement Board Member shall be appointed in the same manner as the

original Board Members were appointed. The selection of a replacement Board Member shall begin promptly upon notification of the necessity for a replacement. The Agreement will be supplemented to indicate change in Board membership.

III
CONTRACTOR RESPONSIBILITY

A party shall furnish to each Board Member one copy of all pertinent documents that are or may become necessary for the Board to perform its function. Pertinent documents are any drawings or sketches, calculations, procedures, schedules, estimates or other documents that are used in the performance of the work or in justifying or substantiating the party's position. A copy of such pertinent documents must also be furnished to the other party.

IV
CFX RESPONSIBILITIES

CFX shall furnish the following services and items:

A. Contract Related Documents. CFX shall furnish the Board copies of all Contract Documents, Supplemental Agreements, written instructions issued by the CEI or CFX to the Contractor, or other documents pertinent to the performance of the Contract and necessary for the Board to perform its function.

B. Coordination and Services. CFX (in cooperation with the Contractor) will coordinate the operations of the Board. CFX, through the CEI, will arrange or provide conference facilities at or near the site and provide secretarial and copying services.

V
TIME FOR BEGINNING AND COMPLETION

The Board shall be in operation throughout the term of the Contract and, if needed, for a reasonable post-construction period.

The Board Members shall not begin any work under the terms of this Agreement until authorized by CFX in writing.

VI
PAYMENT

The fees and expenses of all three Board Members for services rendered under this Agreement will be an expense to the Contractor with reimbursement under the pay item allowance as provided below. Payment for services of the CFX-appointed, Contractor-appointed, and the third Board Members will be full compensation for work performed or services rendered, and for all expenses, such as food, lodging, travel, telephone, postage etc.

A. Payment.

Each Board Member will be paid One Thousand Three Hundred Dollars ($1,300.00) per day for each day the Board meets. This daily rate includes fees and expenses related to membership on the Board. Subsequent changes in the rate must be authorized by a Supplemental Agreement to this Agreement.

B. Inspection of Costs Records. The Board Members shall keep available the cost records and accounts pertaining to this Agreement for inspection by representatives of CFX for a period of three (3) years after final payment. If any litigation, claim or audit arising out of, in connection with or related to this Agreement is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim or audit involving the records is completed.

VII
ASSIGNMENT OF TASKS OF WORK

Neither the Board nor the Board Members may assign or delegate any of the work of this Agreement.

VIII
TERMINATION OF AGREEMENT

With the mutual consent of CFX and the Contractor, this Agreement may be terminated at any time. However, individual Board Members may be terminated with or without cause, but only by their original appointer, i.e., CFX may terminate the CFX appointed Member, the Contractor may terminate the Contractor's appointed Member, and the first two Members must agree to terminate the third Member.

IX
LEGAL RELATIONS

A. Each Board Member in the performance of duties on the Board is acting in the capacity of an independent agent and not as an employee of either CFX or the Contractor.

B. CFX and the Contractor expressly acknowledge that each Board Member is acting in a capacity intended to facilitate resolution of disputes. Accordingly, to the fullest extent permitted by law, each Board Member shall be accorded quasi-judicial immunity for any actions or decisions associated with the consideration, hearing and recommendation of resolution for disputes referred to the Board.

C. Except for the negligent acts or omissions of a Board Member, or for activities outside of the scope of this Agreement, each Board Member shall be held harmless for any personal or professional liability arising from or related to Board activities. To the fullest extent permitted by law, CFX and the Contractor shall defend and indemnify all Board Members against claims, losses, demands, costs and damages (including reasonable attorney's fees) for bodily injury, property damage or economic loss arising out of or related to Board Members carrying out Board functions. The foregoing indemnity is a joint and several obligations of the Contractor and CFX.

X
ARBITRATION, VENUE, APPLICABLE LAW

Any dispute, claim or controversy between the parties hereto arising out of or related to this Agreement shall be resolved by arbitration. The American Arbitration Association pursuant to its Construction Industry Arbitration Rules shall conduct such arbitration, and the arbitration proceeding shall occur in Orange County, Florida. All questions and issues respecting this Agreement and the arbitration shall be resolved by application of Florida law and the judgment of the arbitration panel shall be enforceable in accordance with the provisions of the Florida Arbitration Code.

XI
NO BONUS

The Contractor and CFX shall not pay and the Members shall not receive any additional commission, percentage, bonus or consideration of any nature (other than the payment provided for in Section VI above) for performance and services under this Agreement.

XII
NO CONFLICT

The Members of the Board agree individually they do not now and during the term of this Agreement will not have any direct or indirect ownership or financial interest in the Contractor, the Engineer of Record for the project, the CEI or any subcontractor or supplier of the project. The

Members of the Board affirm they have not for a period of ten (10) years prior to this Agreement been an employee, Contractor or consultant to the Contractor, the Engineer of Record for this project, the CEI or any subcontractor or supplier of the project, and that during the term of this Agreement they shall not become so employed. During the term of the Agreement no discussion or Agreement will be made between any Board Member and any party to this Agreement for employment after the Contract is completed.

By executing this Agreement the parties mutually agree that the Members of the Board identified herein are qualified and desirable and that the criteria and limitations detailed in subarticles 10.2.3 b and 10.2.3 c of the project General Specifications are satisfied or are hereby waived.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CFX:

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:_____
Print Name:_____
Title:_____

BOARD:

DISPUTES REVIEW BOARD

By:_____
Print Name:_____

By:_____
Print Name:_____

By:_____
Print Name:_____

CONTRACTOR:

By:_____
Print Name:_____
Title:_____

APPENDIX

PROCEDURE GUIDELINES

1. GENERAL MEETINGS

General Meetings are defined as those meetings required for the Board to develop a familiarity of the work in progress and keep abreast of construction activities such as progress, status and nature of items in the earlier stages of escalation, changes to personnel, etc. General Meetings shall occur 60days after Notice to Proceed for the Project and every 120 days thereafter, or as determined by the parties to be in the best interest of the project. Site visits as described in Subarticle II D above shall be considered General Meetings. Site visits may be coordinated to coincide with, or be replaced by, Board meetings to review disputes brought to the Board by CFX or Contractor.

2. MONTHLY PROJECT DOCUMENT REVIEW

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

3. REVIEW OF DISPUTES OR CLAIMS BY THE BOARD

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

CONSENT AGENDA ITEM #6

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement

DATE: May 23, 2025

SUBJECT: Approval of Contract Award to RTech Engineering, LLC for Systemwide Generator Replacements
Project No. 599-426, Contract No. 002226

An Invitation to Bid for the above referenced project was advertised on April 13, 2025. Four (4) responses were received by the May 15, 2025 deadline.

Bid results were as follows:

	Bidder	Bid Amount
1.	RTech Engineering, LLC	$580,200.00
2.	Accurate Power and Technology, Inc.	$699,953.15
3.	Chinchor Electric, Inc.	$780,603.74
4.	SICE, Inc.	$822,208.08

The engineer's estimate for this project is $1,036,804.80 and $812,000.00 is included in the Five-Year Work Plan.

The work to be performed includes providing all labor, materials, equipment and incidentals to replace existing generators and any associated equipment at six (6) ramp plazas.

Board award of the contract to RTech Engineering, LLC in the amount of $580,200.00 is requested.

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

Reviewed by:

David Falk, PE
Director of Engineering

Glenn Pressimone, PE
Chief of Infrastructure

CONTRACT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

AND

RTECH ENGINEERING, LLC

SYSTEMWIDE GENERATOR REPLACEMENTS

PROJECT NO. 599-426 CONTRACT NO. 002226

CONTRACT AMOUNT: $580,200.00

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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

FOR

SYSTEMWIDE GENERATOR REPLACEMENTS

PROJECT NO. 599-426 CONTRACT NO. 002226

TABLE OF CONTENTS

Section	Title	Page
C	CONTRACT	C-1 to C-2
	Memorandum of Agreement	1 to 6
GS	GENERAL SPECIFICATIONS	1 to 159
	Attachment A	ATT-1 to ATT-9
	(See General Specifications Table of Contents for listing of individual specifications sections.)	
TS	TECHNICAL SPECIFICATIONS	TS-1 to TS-25
	(See Technical Specifications Table of Contents for listing of individual specifications sections.)	
TSP	TECHNICAL SPECIAL PROVISIONS	
	(See Technical Special Provisions Table of Contents for listing of individual specifications sections.)	
SP	SPECIAL PROVISIONS	SP-1 to SP-14
	ADDENDUM No. 1	
P	PROPOSAL	P-1 to P-16
VR	VEHICLE REGISTRATION FORM	VR-1 to VR-2
PCB	PUBLIC CONSTRUCTION BOND	PCB-1 to PCB-4
Plans		

CONTRACT

This Contract No. 002226 (the "Contract"), is made and entered into by the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, hereinafter called "CFX" and RTECH ENGINEERING, LLC, of 11117 W. Okeechobee Rd., Suite 125, Hialeah Garden, FL. 33018, hereinafter the "CONTRACTOR":

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

The work to be done under this Contract includes construction of all items associated with Project No. 599-426, Contract No. 002226, Systemwide Generator Replacements, as detailed in the Contract Documents and any addenda or modifications thereto. Contract time for this project shall be 150 calendar days. The Contract Amount is $580,200.00.

The Contract Documents consist of:

1. The Contract,
2. The Memorandum of Agreement,
3. The Addenda (if any), modifying the General Specifications, Technical Specifications, Special Provisions, Technical Special Provisions, Plans, or other Contract Documents,
4. The Plans,
5. The Special Provisions,
6. The Technical Special Provisions,
7. The Technical Specifications,
8. The General Specifications,
9. The Proposal.

In consideration of the foregoing premises, CFX agrees to pay the CONTRACTOR for work performed and materials furnished at the unit and lump sum prices, and under the conditions set forth, in the Proposal.

IN WITNESS WHEREOF, the Parties have made and executed this Contract: Central Florida Expressway Authority, signing by and through the Director of Procurement, authorized to execute same by Board action on the 12th day of June 2025, and Rtech Engineering, LLC, signing through its undersigned signatory authorized to execute same.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Aneth Williams
Print Name

DATE: _____

RTECH ENGINEERING, LLC

By: _____
Signature

_____
Print Name

_____
Title

ATTEST: _____ (Seal)

DATE: _____

Approved as to form for reliance upon by CFX only, on this ____ day of _____, 20____.

_____
Cristina T. Berrios, Deputy General Counsel

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TABLE OF CONTENTS

GENERAL SPECIFICATIONS

Section Name	Page No.
Section 1 - Abbreviations and Definitions	1
1.1 General	1
1.2 Abbreviations	1
1.3 Definitions	2
Section 2 - Scope of Work	11
2.1 Intent of Contract	11
2.2 Work Not Covered by the General Specifications	11
2.3 Alteration of Plans	11
2.3.1 General	
2.3.2 Increase, Decrease or Alteration in the Work	
2.3.3 No Waiver of Contract	
2.3.4 Suspensions of Work Ordered by CFX	
2.3.5 Conditions Requiring Supplemental Agreement	
2.3.6 Unilateral Payments	
2.3.7 Extra Work	
2.3.8 Connections to Existing Pavements, Drives, and Walks	
2.3.9 Differing Site Conditions	
2.3.10 Changes Affecting Utilities	
2.3.11 Cost Savings Initiative Proposal	
2.4 Claims by Contractor	24
2.4.1 General	
2.4.2 Notice of Claim	
2.4.3 Content of Written Claim	
2.4.4 Action on Claim	
2.4.5 Compensation for Extra Work or Delay	
2.4.6 Mandatory Claim Records	
2.4.7 Claims for Acceleration	
2.4.8 Certificate of Claim	
2.4.9 Non-Recoverable Items	
2.4.10 Exclusive Remedies	
2.4.11 Settlement Discussions	
2.4.12 Personal Liability of Public Officials	
2.4.13 Auditing of Claims	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TABLE OF CONTENTS

GENERAL SPECIFICATIONS

Section Name		Page No.
2.5	Unforeseeable Work	32
2.6	Right To and Use of Materials Found at the Site of the Work	32
	2.6.1 Ownership and Disposal of Existing Materials	
	2.6.2 Ornamental Trees and Shrubs	
2.7	Restoration of Right of Way	32
Section 3 - Control of Work		34
3.1	Plans and Working Drawings	34
	3.1.1 Plans and Contract Documents	
	3.1.2 CFX Plans	
	3.1.3 Alterations in the Plans	
	3.1.4 Shop Drawings	
3.2	Coordination of Plans and Specifications	45
3.3	Conformity of Work with Plans	45
	3.3.1 Record Drawings	
3.4	Pre-Award Meeting	46
3.5	Orders and Instructions	47
	3.5.1 Observation of the Work	
	3.5.2 Examination of the Work	
	3.5.3 Communications	
3.6	Engineering and Layout	49
	3.6.1 Control Points Furnished by CFX	
	3.6.2 Furnishing of Stake Material	
	3.6.3 Layout of Work	
	3.6.4 Specific Staking Requirements	
	3.6.5 Personnel, Equipment, and Record Requirements	
	3.6.6 Global Navigation Satellite Systems (GNSS) Work Plan	
	3.6.7 Payment	
3.7	Contractor's Supervision	53
	3.7.1 Prosecution of Work	
	3.7.2 Contractor's Superintendent	
	3.7.3 Supervision for Emergencies	
	3.7.4 Worksite Traffic Supervisor	
3.8	General Inspection Requirements	54
	3.8.1 Cooperation by Contractor	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TABLE OF CONTENTS

GENERAL SPECIFICATIONS

Section Name		Page No.
	3.8.2 Failure of CFX to Reject Work During Construction	
	3.8.3 Failure to Remove and Renew Defective Materials and Work	
3.9	Final Inspection and Acceptance	56
	3.9.1 Maintenance Until Final Acceptance	
	3.9.2 Inspection for Substantial Completion	
	3.9.3 Punch List	
	3.9.4 Final Inspection	
	3.9.5 Final Acceptance	
	3.9.6 Recovery Rights Subsequent to Final Payment	
3.10	Audit and Examination of Contract Records and Bid Records	58
3.11	Escrow of Bid Records	60
3.12	Prevailing Party Attorney's Fees	61
Section 4 - Control of Materials		63
4.1	Acceptance Criteria	63
	4.1.1 General	
	4.1.2 Sampling and Testing	
	4.1.3 Certification	
	4.1.4 Warranty and Guaranty	
4.2	Designation of a Specific Product as a Criterion ("Or Equal" Clause)	64
4.3	Source of Supply and Quality Requirements	64
	4.3.1 Only Approved Materials to be Used	
	4.3.2 Notification of Placing Order	
	4.3.3 Approval of Source of Supply	
4.4	Inspection and Tests at Source of Supply	65
	4.4.1 General	
	4.4.2 Cooperation by Contractor	
	4.4.3 Retest of Materials	
4.5	Storage of Materials and Samples	66
	4.5.1 Method of Storage	
	4.5.2 Use of Right of Way for Storage	
	4.5.3 Responsibility for Stored Materials	
	4.5.4 Storage Facilities for Samples	
4.6	Defective Materials	66
Section 5 - Legal Requirements and Responsibility to the Public		68
5.1	Laws to be Observed	68

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TABLE OF CONTENTS

GENERAL SPECIFICATIONS

Section Name		Page No.
	5.1.1 General	
	5.1.2 Plant Quarantine Regulations	
	5.1.3 Introduction or Release of Prohibited Aquatic Plants, Plant Pests or Noxious Weeds	
	5.1.4 Compliance with Federal Endangered Species Act	
	5.1.5 Occupational Safety and Health Requirements	
	5.1.6 Discovery of Unmarked Human Burial Site	
	5.1.7 Insecticides and Herbicides	
5.2	Permits and Licenses	70
5.3	Patented Devices, Materials and Processes	70
5.4	Right of Way Furnished by CFX	71
5.5	Sanitary Provisions	71
5.6	Control of the Contractor's Equipment	71
	5.6.1 Traffic Interference	
	5.6.2 Overloaded Equipment	
	5.6.3 Crossings	
	5.6.4 Protection from Damage by Tractor-Type Equipment	
	5.6.5 Contractor's Equipment on Bridge Structures	
	5.6.6 Posting of the Legal Gross Vehicular Weight	
5.7	Structures Over Navigable Waters	73
	5.7.1 Compliance with Jurisdictional Regulations	
5.8	Use of Explosives	73
5.9	Preservation of Property	73
	5.9.1 General	
	5.9.2 Failure to Restore Damaged Property	
	5.9.3 Contractor's Use of Streets and Roads	
	5.9.4 Traffic Signs, Signal Equipment, Highway Lighting and Guardrail	
	5.9.5 Operations Within Railroad Right of Way	
	5.9.6 Utilities	
5.10	Responsibility for Damages, Claims, etc.	78
	5.10.1 Contractor to Provide Defense Against Claims and Suits	
	5.10.2 Guaranty of Payment for Claims	
5.11	Insurance	79
	5.11.1 Schedule of Required Limits for Workers' Compensation, General Liability and Automobile Liability	
	5.11.2 Workers' Compensation and Employer's Liability Insurance	
	5.11.3 Comprehensive General Liability Insurance	
	5.11.4 Comprehensive Automobile Liability Insurance	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TABLE OF CONTENTS

GENERAL SPECIFICATIONS

Section Name		Page No.
	5.11.5 Umbrella/Excess Liability Insurance	
	5.11.6 Reserved	
	5.11.7 Reserved	
	5.11.8 Reserved	
	5.11.9 Reserved	
5.12	Contract Bond (Public Construction Bond) Required	86
	5.12.1 General Requirements of the Bond	
	5.12.2 Continued Acceptability of Surety	
5.13	Contractor's Responsibility for Work	86
5.14	Opening Section of Highway to Traffic	87
5.15	Scales for Weighing Materials	87
	5.15.1 Applicable Regulations	
	5.15.2 Base for Scales	
	5.15.3 Protection and Maintenance	
5.16	Source of Forest Products	87
5.17	Regulations of Air Pollution	87
	5.17.1 General	
	5.17.2 Dust Control	
	5.17.3 Asphalt Material	
	5.17.4 Asphalt Plants	
5.18	Dredging and Filling	88
5.19	Erosion Control	88
5.20	Contractor's Motor Vehicle Registration	88
5.21	Internal Revenue Service Form W-9	88
5.22	Tolls and Access	89
5.23	Requests for References or Performance Evaluations	89
5.24	Unauthorized Aliens	89
5.25	Public Records	90
5.26	Inspector General	91
5.27	Florida Vendor Eligibility Requirements	91
	5.27.1 E-Verification	
	5.27.2 Public Entity Crimes	
	5.27.3 Scrutinized Companies	
	5.27.4 Discriminatory Vendors and Anti-Trust Violators	
	5.27.5 Countries of Foreign Concern	
	5.27.6 Common Carrier	
	5.27.7 Human Trafficking	
	5.27.8 Incorporation of Florida Vendor Eligibility Provision Forms	
5.28	Severability	95

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TABLE OF CONTENTS

GENERAL SPECIFICATIONS

Section Name		Page No.
Section 6 - Prosecution and Progress of the Work		96
6.1	Subletting or Assigning of Contract	96
6.2	Work Performed by Equipment Rental Agreement	98
6.3	Prosecution of Work	98
	6.3.1 Sufficient Labor, Materials and Equipment	
	6.3.2 Impacts by Adjacent Projects	
	6.3.3 Submission of Preliminary, Baseline, Updated Baseline, and Two-Week Look-Ahead Schedules	
	6.3.4 Beginning Work	
	6.3.5 Provisions for Convenience of the Public	
	6.3.6 Pre-Construction Conference	
6.4	Limitations of Operations	116
	6.4.1 Night Work	
	6.4.2 Sequence of Operations	
	6.4.3 Interference with Traffic	
	6.4.4 Coordination with Other Contractors	
	6.4.5 Drainage	
	6.4.6 Fire Hydrants	
	6.4.7 Protection of Structures	
	6.4.8 Fencing	
	6.4.9 Hazardous or Toxic Waste	
	6.4.10 Milling	
6.5	Qualifications of Contractor's Personnel	119
6.6	Temporary Suspension of Contractor's Operations	120
	6.6.1 Authority to Suspend Contractor's Operations	
	6.6.2 Prolonged Suspensions	
	6.6.3 Permission to Suspend Operations	
	6.6.4 Suspension of Contractor's Operations – Holidays	
6.7	Contract Time	121
	6.7.1 General	
	6.7.2 Date of Beginning of Contract Time	
	6.7.3 Adjusting Contract Time	
6.8	Failure of Contractor to Maintain Satisfactory Progress	123
	6.8.1 General	
6.9	Default and Termination of Contract	124
	6.9.1 Determination of Default	
	6.9.2 Public Interest Termination of Contract	
	6.9.3 Completion of Work by CFX	
6.10	Liquidated Damages for Failure to Complete the Work	126

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TABLE OF CONTENTS

GENERAL SPECIFICATIONS

Section Name		Page No.
	6.10.1 Liquidated Damages for Failure to Complete the Work	
	6.10.2 Determination of Number of Days of Default	
	6.10.3 Conditions Under Which Liquidated Damages are Imposed	
	6.10.4 Right of Collection	
	6.10.5 Allowing the Contractor to Finish Work	
	6.10.6 Liability for Liquidated Damages	
6.11	Release of Contractor's Responsibility	127
6.12	Recovery of Damages Suffered by Third Parties	127
6.13	Express Warranty	127
Section 7 - Measurement and Payment		128
7.1	Measurement of Quantities	128
	7.1.1 Measurement Standards	
	7.1.2 Method of Measurements	
	7.1.3 Determination of Pay Areas	
	7.1.4 Construction Outside Authorized Limits	
	7.1.5 Truck Requirements	
	7.1.6 Ladders and Instrument Stands for Bridge Construction	
7.2	Scope of Payments	129
	7.2.1 Items Included in Payment	
	7.2.2 Non-Duplication of Payment	
7.3	Compensation for Altered Quantities	132
	7.3.1 General	
	7.3.2 Payment Based on Plan Quantity	
	7.3.3 Lump Sum Quantities	
	7.3.4 Deviation from Plan Dimensions	
7.4	Force Account Work	134
	7.4.1 Method of Payment	
	7.4.2 Records	
	7.4.3 Preliminary Order-of-Magnitude Estimate	
7.5	Deleted Work	137
7.6	Partial Payments	138
	7.6.1 General	
	7.6.2 Unsatisfactory Payment Record	
	7.6.3 Withholding Payment for Defective Work	
	7.6.4 Partial Payments for Delivery of Certain Materials	
	7.6.5 Certification of Payment to Subcontractors	
	7.6.6 Reduction of Payment for Unsatisfactory Services or Products	
7.7	Record of Construction Materials	141

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TABLE OF CONTENTS

GENERAL SPECIFICATIONS

Section Name		Page No.
	7.7.1 General	
	7.7.2 Non-Commercial Materials	
7.8	Disputed Amounts Due Contractor	141
7.9	Acceptance and Final Payment	142
7.10	Offsetting Payments	143
Section 8 – Disadvantaged/Minority/Women Business Enterprise (D/M/WBE) Participation		144
8.1	General	144
8.2	Disadvantaged/Minority and Women Owned Businesses – Participation Objectives	145
	8.2.1 General	
	8.2.2 Definitions	
	8.2.3 Specific Requirements	
	8.2.4 Qualified Participation	
	8.2.5 Records and Reports	
8.3	Subletting of Contracts - Participation Objectives	149
Section 9 - Binding Arbitration		150
Section 10 – Partnering and Disputes Resolution		152
10.1	Partnering	152
10.2	Disputes Resolution	152
	10.2.1 Disputes Review Board	
	10.2.2 Continuance of Work During Dispute	
	10.2.3 Disputes Review Board Membership	
	10.2.4 Board Operations	
	10.2.5 Procedure for Disputes Resolution	
	10.2.6 Conduct of Disputes Hearings	
	10.2.7 Compensation	
	10.2.8 Three Party Agreement	
Attachment A - Disputes Review Board Three Party Agreement		

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

GENERAL SPECIFICATIONS

SECTION 1 - ABBREVIATIONS AND DEFINITIONS

1.1 General

These General Specifications are intended for use on all construction projects awarded by CFX. However, each Article, subarticle, or paragraph of the General Specifications may not be relevant or applicable to every project. It is the responsibility of the Contractor to submit to the CEI any questions regarding relevance or applicability of any article or sub-article prior to the Pre-Construction conference. The CEI will respond with a determination which will be binding and final.

1.2 Abbreviations

Whenever in these General Specifications or in other documents pertaining to the Contract, the following terms and abbreviations appear, their intent and meaning shall, unless specifically stated otherwise, be interpreted as shown in this Section.

AAN	American Association of Nurserymen, Inc.
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AGC	The Associated General Contractors of America, Inc.
AGMA	American Gear Manufacturers Association
AIA	American Institute of Architects
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute
AREA	American Railway Engineering Association
ASCE	American Society of Civil Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWG	American Wire Gauge
AWPA	American Wood Preservers Association
AWS	American Welding Society
AWWA	American Water Works Association
CRSI	Concrete Reinforcing Steel Institute
EASA	Electrical Apparatus Service Association
EPA	Environmental Protection Agency of the United States Government
FDOT	Florida Department of Transportation
FHWA	Federal Highway Administration
FNGLA	Florida Nursery, Growers and Landscape Association
FSS	Federal Specifications and Standards
IEEE	Institute of Electrical and Electronics Engineers
IES	Illuminating Engineering Society

IPCEA	Insulated Power Cable Engineers Association
ISO	International Organization for Standards
MASH	AASHTO Manual for Assessing Safety Hardware
MUTCD	Manual on Uniform Traffic Control Devices
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
NIST	National Institute for Standards and Technology
NOAA	National Oceanic and Atmospheric Administration
OSHA	Occupational Safety and Health Administration
SAE	Society of Automotive Engineers
SI	International System of Units
SSPC	The Society for Protective Coatings
UL	Underwriters' Laboratories

When any of the above abbreviations is followed by a number or letter designation, or combination of numbers or letters, it is understood to designate a specification, test method, or other code or recommendation of the organization so shown.

1.3 Definitions

Wherever used in these General Specifications or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof and all genders:

1.3.1 **Advertisement** - The public announcement, as required by law, inviting bids for work to be performed or materials to be furnished, usually issued as “Notice to Contractors,” or “Notice to Bidders.”

1.3.2 **Addendum** - A written or graphic instrument issued prior to the bid opening which modifies or interprets the proposed Contract Documents by additions, deletions, clarifications, or corrections

1.3.3 **Article** - The prime subdivision of a Section of the General and/or Technical Specifications.

1.3.4 **Bid** - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed. All Bids will include a Bid Bond in the amount of 5% of the total bid as a surety to CFX that the Bidder will honor the Bid and enter into a Contract with CFX.

1.3.5 **Bidder** - An individual, firm, or corporation submitting a proposal for the proposed work.

1.3.6 **Bridge** - A structure, including supports, erected over a depression or over an obstruction such as water, highway, railway, or for elevated roadway, for carrying traffic or other moving loads and having a length, measured along the center of the roadway, of more than 20 feet between the inside faces of bridge supports. A multi-span box culvert is considered a bridge when the length between the extreme ends of the openings exceeds 20 feet.

1.3.7 **Calendar Day** - Every day shown on the calendar, ending and beginning at midnight.

1.3.8 **CFX** - The Central Florida Expressway Authority. To avoid unnecessary repetition of expressions, whenever in the General Specifications, Technical Specifications, or Special Provisions, the term "CFX" is used, it is understood that "or designated representative" is a part of the term unless specifically indicated otherwise. Such designated representative may be the "Engineer", the "CEI", the "Resident Engineer" or other individual or entity identified by CFX and defined herein.

1.3.9 **Construction Engineering & Inspection (CEI) Consultant** - The firm employed by CFX to observe the progress and quality of the Work being performed by the Contractor.

1.3.10 **Consultant** - The Professional Engineer or engineering firm, registered in the State of Florida, under contract to CFX to perform professional services for CFX. The Consultant may be the Engineer of Record or may provide services through and be subcontracted to the Engineer of Record.

1.3.11 **Contract -** The written agreement between CFX and the Contractor setting forth the obligations of the parties thereto including but not limited to, the performance of the Work, the furnishing of labor and materials, and the basis of payment.

1.3.12 **Contract Bond** - The security furnished by the Contractor and the surety as a guaranty that the Contractor shall fulfill the terms of the Contract and pay all legal debts pertaining to the construction of the project.

1.3.13 **Contract Claim (Claim)** - A written demand submitted to CFX by the Contractor in compliance with Article 2.4 of these General Specifications seeking additional monetary compensation, time and/or other adjustments to the Contract, the entitlement or impact of which is disputed by CFX.

1.3.14 **Contract Documents** - The Contract, addenda (which pertain to the Contract Documents), the Memorandum of Agreement, Contractor's Bid (including documentation accompanying the Bid and any post-bid documentation submitted prior to the Notice of Award), the Notice to Proceed, the Public Construction Bond, these General Specifications, the Technical Specifications, the Standard Specifications, the Contractor's certification required pursuant to Article 3.4 of these General Specifications, the Special Provisions, the Plans, any supplemental

agreements required to complete the construction of the Project and elements incorporated by reference including, but not necessarily limited to, the FDOT Standard Plans (edition per plans).

1.3.15 **Contract Price** - The money payable by CFX to the Contractor for completion of the Work in accordance with the Contract Documents.

1.3.16 **Contract Time** - The number of calendar days allowed for completion of the Work including authorized time extensions.

1.3.17 **Contractor** - The person, firm, or corporation with whom CFX has entered into the Contract.

1.3.18 **Contractor's Engineer of Record** - A Professional Engineer registered in the State of Florida, other than the Engineer of Record or his subcontracted consultant, who undertakes the design and drawing of components of the permanent structure as part of a redesign or Cost Savings Initiative Proposal, or for repair designs and details of the permanent work. The Contractor's Engineer of Record may also serve as the Specialty Engineer.

The Contractor's Engineer of Record must be an employee of a prequalified firm. The firm shall be pre-qualified in accordance with the Rules of the Department of Transportation, Chapter 14-75. Any Corporation or Partnership offering engineering services must hold a Certificate of Authorization from the Florida Department of Business and Professional Regulation.

As an alternate to being an employee of a pre-qualified firm, the Contractor's Engineer of Record may be a Department-approved Specialty Engineer. For items of the permanent work declared by to be "major" or "structural", the work performed by a Department-approved Specialty Engineer must be checked by another Department-approved Specialty Engineer. An individual Engineer may become a Department-approved Specialty Engineer if the individual meets the Professional Engineer experience requirements set forth within the individual work groups in Chapter 14-75, Rules of the Department of Transportation, Florida Administrative Code. Department-approved Specialty Engineers are listed on the State Construction Website. Department-approved Specialty Engineers will not be authorized to perform redesigns or Cost Savings Initiative Proposal designs of items fully detailed in the Plans.

1.3.19 **Controlling Work Items** - The activity or work item on the critical path having the least amount of total float. The controlling item of work will also be referred to as a Critical Activity.

1.3.20 **Culverts** - Any structure not classified as a bridge, which provides an opening under the roadway.

1.3.21 **Delay** - With the exception of the items listed in Subarticle 6.7.3.1 of these General Specifications, any unanticipated event, action, force or factor which extends the Contractor's time of performance of any critical path activity under the Contract. The term delay is intended to cover all such events, actions, forces or factors, whether styled "delay", "disruption", "interference", "impedance", "hindrance" or otherwise, which are beyond the control of and not caused by the Contractor or Contractor's subcontractors, materialmen, suppliers, or other agents. This term does not include Extra Work.

1.3.22 **Director of Construction** - Director of Construction, Central Florida Expressway Authority, acting directly or through an authorized representative.

1.3.23 **Engineer** - The term as may be used in various documents is understood to mean CFX or designated representative.

1.3.24 **Engineer of Record** - The professional engineer or engineering firm, contracted by CFX and registered in the State of Florida, who develops criteria and concept for the Project, performs the analysis and is responsible for the preparation of the plans and specifications.

1.3.25 **Equipment** - The machinery and equipment, together with the necessary supplies for upkeep and maintenance thereof, the tools and all other apparatus necessary for the construction and acceptable completion of the Work.

1.3.26 **Executive Director** - Executive Director, Central Florida Expressway Authority, acting directly or through an assistant or other representative authorized by him; the chief officer of the Central Florida Expressway Authority

1.3.27 **Extra Work** - Any Work which is required by CFX to be performed and which is not otherwise covered or included in the project by the existing Contract Documents, whether it be in the nature of additional work, altered work, deleted work, work due to differing site conditions or otherwise. This term does not include a "delay."

1.3.28 **Federal, State, and Local Rules and Regulations -** The term "Federal, State and Local Rules and Regulations" includes: any and all Federal, State, and Local laws, bylaws, ordinances, rules, regulations, orders, permits, or decrees including environmental laws, rules, regulations, and permits.

1.3.29 **Force Account** - Work authorized by CFX and performed in addition to that set forth in the original Contract and is paid on an actual cost basis plus a fixed percent markup and stipulated rental rates for equipment. All costs paid under Force Account will be fully documented and signed by both parties not later than the following work day.

1.3.30 **Highway, Street, or Road** - A general term denoting a public way for purposes of vehicular travel, including the entire area within the right-of-way.

1.3.31 **Holidays** - Martin Luther King, Jr. Day; Memorial Day; the Saturday and Sunday immediately preceding Memorial Day; Independence Day; Independence Day (Observed); Labor Day; the Friday, Saturday, and Sunday immediately preceding Labor Day; Veterans Day; Veterans Day (Observed); the Wednesday immediately preceding Thanksgiving Day; Thanksgiving Day; the Friday, Saturday and Sunday immediately following Thanksgiving Day; and December 24 through January 2, inclusive.

1.3.32 **Inspector** - An authorized representative of the Engineer, assigned to make official inspections of the materials furnished and of the work performed by the Contractor and to monitor compliance with the Plans and Specifications of the Contract.

1.3.33 **Invitation to Bid** - The invitation by which the Contractor submitted its Bid for the Work.

1.3.34 **Laboratory -** A Testing facility certified with the Florida Department of Transportation.

1.3.35 **Major Item of Work** - Any item of Work having an original Contract value in excess of 5% of the original Contract amount.

1.3.36 **Materials** - Any substances to be incorporated in the Work.

1.3.37 **Median** - The portion of a divided highway or street separating the traveled ways for traffic moving in opposite directions.

1.3.38 **Memorandum of Agreement** - A formal summarization of the Project Pre-Award meeting, signed by CFX and a representative of the Contractor and made part of the contract documents.

1.3.39 **Notice to Proceed** - A written notice given by CFX to the Contractor fixing the latest date on which the Contract Time will commence to run and on which the Contractor shall start to perform the Contractor's obligations under the Contract Documents.

1.3.40 **Plans** - The drawings which show the scope, extent, and character of the Work to be furnished and performed by the Contractor and which are referred to in the Contract Documents.

1.3.41 **Project** - The total construction of which the Work to be provided under the Contract Documents may be the whole or a part as indicated elsewhere in the Contract Documents.

1.3.42 **Public Construction Bond** - The security furnished by the Contractor and the surety as a guaranty that the Contractor will fulfill the terms of the Contract in accordance with the Contract Documents and pay all legal debts pertaining to the construction of the Project.

1.3.43 **Resident Engineer** - The authorized representative of the CEI who may be assigned to the site or any part thereof.

1.3.44 **Right of Way** - The land to which CFX has title or right of use for the road and its structures and appurtenances and for material pits furnished or to be furnished by CFX.

1.3.45 **Roadbed** - That portion of the roadway occupied by the subgrade and shoulders.

1.3.46 **Roadway** - The portion of a highway within the limits of construction.

1.3.47 **Shop Drawings** - All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for the Contractor and submitted by the Contractor to illustrate some portion of the Work.

1.3.48 **Shoulder** - That portion of the roadbed outside the edges of the travel way (or back of curb) and extending to the top of front slopes. The shoulders may be either paved or unpaved.

1.3.51 **Special Event** - Any event, including but not limited to, a festival, fair, run or race, motorcade, parade, civic activity, cultural activity, charity or fund drive, sporting event, rocket/shuttle launch or similar activity.

1.3.49 **Special Provisions** - Specific requirements for the Project not otherwise addressed in the General Specifications, Technical Specifications, or Standard Specifications.

1.3.50 **Specialty Engineer** - A Professional Engineer registered in the State of Florida (specifically other than the Engineer of Record or its subcontracted consultant) who undertakes the design and drawing preparation of components, systems, or installation methods and equipment for specific portions of the Project Work. The Specialty Engineer may be an employee or officer of the Contractor or a fabricator, an employee or officer of an entity providing components to a fabricator or an independent consultant.

A Specialty Engineer shall be qualified in accordance with the Rules of the Florida Department of Transportation, Chapter 14-75, Florida Administrative

Code. Any corporation or partnership, which offers engineering services, must have their business registered with the Florida State Board of Professional Engineers and be qualified as a Professional Engineer licensed in Florida. Prior approval by CFX is required if the Contractor wishes to use a Specialty Engineer not qualified in accordance with Chapter 14-75. Approval must be received prior to proceeding with the specialty design.

For items of Work not specifically covered by Chapter 14-75, a Specialty Engineer will be considered qualified if he/she has the following qualifications:

1. Registration as a Professional Engineer in the State of Florida
2. Education and experience necessary to perform the submitted design as required by the Florida Department of Professional Regulation.

1.3.52 **Specifications** - The directions, provisions, and requirements contained in the General Specifications, Technical Specifications, Special Provisions, and Standard Specifications.

1.3.53 **Standard Plans** - "Standard Plans for Road and Bridge Construction", an electronic book describing and detailing aspects of the Work. Where the term Design Standards appears in the Contract Documents, it will be synonymous with Standard Plans.

1.3.54 **Standard Specifications** - The FDOT Standard Specifications for Road and Bridge Construction, 2023-24 edition, Divisions II and III, hereby incorporated by reference and as may be amended in the Technical Specifications and Plans. Division I of the FDOT Standard Specifications is specifically not included in this definition and is not a part of the Contract Documents.

1.3.55 **State** - State of Florida

1.3.56 **Subarticle** - Any headed subdivision of an Article of the General Specifications, Technical Specifications, or Standard Specifications.

1.3.57 **Subgrade** - That portion of the roadbed immediately below the base course or pavement (including below the curb and gutter, valley gutter, shoulder and driveway pavement), the limits of which will ordinarily include those portions of the roadway bed shown in the plans to be constructed to a design bearing value or to be otherwise specially treated. Where no limits are shown in the plans, the subgrade section shall be considered to extend to a depth of 12 inches below the bottom of the base or pavement and outward to 6 inches beyond the base, pavement or curb and gutter.

1.3.58 **Subcontractor** - An individual, firm or corporation having a direct contract with the Contractor or with any other subcontractor for performance of a part of the Work at the site.

1.3.59 **Substantial Completion** - The completion of all pay item Work in its entirety in conjunction with the performance of the semi-final inspection. As a minimum the following conditions apply:

1. All pay item work is installed and functioning including Supplemental Agreement Work, Force Account, or Extra Work.
2. All disturbed areas have been restored and vegetative growth is emerging including landscaping.
3. All erosion control measures have been removed, and sediments removed from traps and drainage structures.
4. All pavement areas are complete and final signing and striping in place.
5. All Signals, Lighting, ITS, and Tolling systems are tested, commissioned, and operating.
6. All roadway appurtenances are installed, intact, and functioning such as signs, guardrail, striping, rumble strips, curbing, sidewalk, etc.
7. All structures such as bridges, walls, barriers, attenuators, overhead trusses, toll buildings, tolling gantries, etc. are in place with their final coatings applied, and devoid of blemishes or graffiti.
8. All temporary traffic control devices are removed, and traffic is using the facility as designed.
9. All testing is complete and documentation submitted.

Direction by CFX to open a bridge or roadway or portion thereof does not constitute an acceptance or Substantial Completion of the Project or portion of the Project or waive any part of the Contract provisions.

1.3.60 **Substructure** – All of that part of a bridge structure below the bridge seats including the parapets, backwalls and wingwalls of abutments.

1.3.61 **Superintendent** - The Contractor’s authorized representative responsible and in charge of the Work.

1.3.62 **Superstructure** - The entire bridge structure above the substructure including anchorage and anchor bolts but excluding the parapets, backwalls, and wingwalls of abutments.

1.3.63 **Supplemental Agreement** - A written agreement between CFX and the Contractor, signed by the surety, modifying the Contract within the limitations set forth in these specifications.

1.3.64 **Surety** - The corporate body that is bound by the Contract Bond with and for the Contractor and responsible for the performance of the Contract and for payment of all legal debts pertaining thereto.

1.3.65 **Supplier** - A manufacturer, fabricator, supplier, distributor, materialmen, or vendor having a direct contract with the Contractor or with any subcontractor to furnish materials or equipment to be incorporated in the Work by the Contractor or any subcontractor.

1.3.66 **Technical Specifications** - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards, and workmanship as applied to the Work associated with road and bridge construction.

1.3.67 **Travel Way** - The portion of the roadway for the movement of vehicles, exclusive of shoulders and bicycle lanes.

1.3.68 **Unilateral Adjustment** - A payment of money or granting of Contract time made to the Contractor by CFX for sums CFX determines to be due to the Contractor for work performed on the project, and whereby the Contractor by acceptance of such payment does not waive any rights the Contractor may otherwise have against CFX for payment of any additional sums the Contractor claims are due for the work.

1.3.69 **Work** - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work includes and is the result of performing or furnishing labor and furnishings and incorporating materials and equipment into the construction and performing or furnishing services and furnishing documents all as required by the Contract Documents.

1.3.70 **Working Day -** Any calendar day on which the Contractor works or is expected to work in accordance with the approved work progress schedule.

1.3.71 **Work Order Allowance** - A monetary amount established by CFX and included in the Contract Price to cover the cost of Work, that may or may not be anticipated, but is not otherwise defined by the Plans or Specifications. No Work paid for under the Work Order Allowance shall be performed until written authorization is given to the Contractor by CFX. Any amount remaining in the Allowance upon completion and acceptance of the project remains the property of CFX.

END OF SECTION 1

SECTION 2 - SCOPE OF WORK

2.1 Intent of Contract

It is the intent of the Contract Documents to provide for the construction and completion of every detail of the Work described in the Contract Documents. Any labor, documentation, services, Materials, or Equipment that may be reasonably inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result shall be provided whether or not specifically called for, at no additional cost to CFX.

Upon execution of the Contract, written communication associated with the Contract may be conducted using a paperless electronic means. When the Specifications require a submission of documentation, such documents may be submitted and exchanged electronically.

Documents requiring a signature may be executed electronically by both parties in accordance with Chapter 668, Florida Statutes, and have the same force and effect as a written signature. All persons requiring access to any collaboration sites shall be identified during the preconstruction conference and instructions for access to this site will be discussed and documented in the minutes. Persons may be added or removed during the life of the Contract on an as needed basis. All signatories executing documents electronically must acquire digital signature certificates.

2.2 Work Not Covered by the General Specifications

Proposed construction and any contractual requirements not covered by these General Specifications may be covered by notes shown on the Plans or by the Technical Specifications, Technical Special Provisions or Special Provisions for the Contract.

2.3 Alteration of Plans

2.3.1 General: CFX reserves the right to make, at any time prior to or during the progress of the Work, such increases or decreases in quantities, whether a significant change or not, and such alterations in the details of construction, whether a significant change or not, including but not limited to alteration in the grade or alignment of the road or structure or both, as may be found necessary or desirable by CFX. Such increases, decreases or alterations shall not constitute a breach of Contract, shall not invalidate the Contract, nor release the Surety from any liability arising out of this Contract or the Surety bond. The Contractor agrees to perform the Work, as altered, the same as if it had been part of the original Contract.

The term "significant change" applies only when:

A) CFX determines that the Work as altered differs materially in kind or nature from that involved or included in the original proposed construction or

B) A Major Item of Work, as defined in Section 1, is increased in excess of 125% or decreased below 75% of the original Contract quantity. CFX will apply any price adjustment for an increase in quantity only to that portion in excess of 125% of the original Contract item quantity, or in case of a decrease below 75% to the actual amount of work performed, such allowance to be determined in accordance with 2.3.2, below.

In the instance of A) above, the determination by CFX shall be final and shall not be subject to challenge by the Contractor except through the claims procedure as described herein.

2.3.2 Increase, Decrease, or Alteration in the Work: CFX reserves the right to make alterations in the character of the Work which involve a substantial change in the nature of the design or in the type of construction or which materially increases or decreases the cost or time of performance. Such alteration shall not constitute a breach of Contract, shall not invalidate the Contract or release the Surety.

Notwithstanding that the Contractor shall have no formal right whatsoever to any extra compensation or time extension deemed due by the Contractor for any cause unless and until the Contractor follows the procedures set forth in 2.4.2 for preservation, presentation and resolution of the claim, the Contractor may at any time, after having otherwise timely provided a notice of intent to claim or preliminary time extension request pursuant to 2.4.2, submit to CFX a request for equitable adjustment of compensation or time or other dispute resolution proposal. The Contractor shall in any request for equitable adjustment of compensation, time, or other dispute resolution proposal certify under oath and in writing, in accordance with the formalities required by Florida law, that the request is made in good faith, that any supportive data provided are accurate and complete to the Contractor's best knowledge and belief, and that the amount of the request accurately reflects what the Contractor in good faith believes to be CFX's responsibility. Such certification must be made by an officer or director of the Contractor with the authority to bind the Contractor. Any such certified statements of entitlement and costs shall be subject to the audit provisions set forth in 2.4.13. While the submittal or review of a duly certified request for equitable adjustment shall neither create, modify, nor activate any legal rights or obligations as to the Contractor or CFX, CFX will review the content of any duly certified request for equitable adjustment or other dispute resolution proposal, with any further action or inaction by CFX thereafter being in its

sole discretion. Any request for equitable adjustment that fails to fully comply with the certification requirements will not be reviewed by CFX.

The monetary compensation provided for below constitutes full and complete payment for such additional work and the Contractor shall have no right to any additional monetary compensation for any direct or indirect costs or profit for any such additional work beyond that expressly provided below. The Contractor shall be entitled to a time extension only to the extent that the performance of any portion of the additional work is a controlling work item and the performance of such controlling work item actually extends completion of the project due to no fault of the Contractor. All time related costs for actual performance of such additional work are included in the compensation already provided below and any time extension entitlement hereunder will be without additional monetary compensation. The Contractor shall have no right to any monetary compensation or damages whatsoever for any direct or indirect delay to a controlling work item arising out of or in any way related to the circumstances leading up to or resulting from additional work (but not relating to the actual performance of the additional work, which is paid for as otherwise provided herein), except only as provided for under 2.4.5.3.

2.3.2.1 Allowable Costs for Extra Work: The CEI may direct in writing that extra work be done and, at the CEI's sole discretion, the Contractor will be paid pursuant to an agreed Supplemental Agreement or in the following manner:

(a) Labor and Burden: The Contractor will receive payment for actual costs of direct labor and burden for the additional or unforeseen work. Labor includes foremen actually engaged in the work; and will not include project supervisory personnel nor necessary on-site clerical staff, except when the additional or unforeseen work is a controlling work item and the performance of such controlling work item actually extends completion of the project due to no fault of the Contractor. Compensation for project supervisory personnel, but in no case higher than a Project Manager's position, shall only be for the pro-rata time such supervisory personnel spent on the contract. In no case shall an officer or director of the Company, nor those persons who own more than 1 % of the Company, be considered as project supervisory personnel, direct labor or foremen hereunder.

Payment for burden shall be limited solely to the following:

Table 2.3.2.1

Item	Rate
FICA	Rate established by Law
FUTA/SUTA	Rate established by Law
Medical Insurance	Actual
Holidays, Sick & Vacation benefits	Actual
Retirement benefits	Actual
Workers Compensation	Rates based on the National Council on Compensation Insurance basic rate tables adjusted by Contractor's actual experience modification factor in effect at the time of the additional work or unforeseen work.
Per Diem	Actual but not to exceed State of Florida's rate
Insurance*	Actual

*Compensation for Insurance is limited solely to General Liability Coverage and does not include any other insurance coverage (such as, but not limited to, Umbrella Coverage, Automobile Insurance, etc.).

At the pre-construction conference, certify to the CEI the following:

(1) A listing of on-site clerical staff, supervisory personnel and their pro-rated time assigned to the Contract,

(2) Actual Rate for items listed in Table 2.3.2.1,

(3) Existence of employee benefit plan for Holiday, Sick and Vacation benefits and a Retirement Plan, and,

(4) Payment of Per Diem is a company practice for instances when compensation for Per Diem is requested.

Such certification must be made by an officer or director of the Contractor with authority to bind the Contractor. Timely certification is a condition precedent to any right of the Contractor to recover compensations for such costs, and failure to timely submit the certification will constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to recover such costs. Any subsequent changes shall be certified to the CEI as part of the cost proposal or seven calendar days in advance of performing such extra work.

(b) Materials and Supplies: For materials accepted by the CEI and used on the project, the Contractor will receive the actual cost of such materials incorporated into the work, including Contractor paid transportation charges (exclusive of equipment as hereinafter set forth). For supplies reasonably needed for performing the work, the Contractor will receive the actual cost of such supplies.

(c) Equipment: For any machinery or special equipment (other than small tools), including fuel and lubricant, the Contractor will receive 100% of the "Rental Rate Blue Book" for the actual time that such equipment is in operation on the work, and 50% of the "Rental Rate Blue Book" for the time the equipment is directed to standby and remain on the project site, to be calculated as indicated below. The equipment rates will be based on the latest edition (as of the date the work to be performed begins) of the "Rental Rate Blue Book for Construction Equipment", as published by EquipmentWatch, a division of Informa Business Media, Inc., using all instructions and adjustments contained therein and as modified below. On all projects, the CEI will adjust the rates using regional adjustments and Rate Adjustment Tables according to the instructions in the "Rental Rate Blue Book."

Allowable Equipment Rates will be established as set out below:

(1) Allowable Hourly Equipment Rate = Monthly Rate/176 x Adjustment Factors x 100%.

(2) Allowable Hourly Operating Cost = Hourly Operating Cost x 100%.

(3) Allowable Rate Per Hour = Allowable Hourly Equipment Rate + Allowable Hourly Operating Cost.

(4) Standby Rate = Allowable Hourly Equipment Rate x 50%.

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

CFX will allow for the cost of transporting the equipment to and from the location at which it will be used. If the equipment requires assembly or disassembly for transport, CFX will pay for the time to perform this work at the rate for standby equipment.

Equipment may include vehicles utilized only by Labor, as defined above.

(d) Indirect Costs, Expenses, and Profit: Compensation for all indirect costs, expenses, and profit of the Contractor, including but not limited to overhead of any kind, whether jobsite, field office, division office, regional office, home office, or otherwise, is expressly limited to the greater of either (1) or (2) below:

(1) Solely a mark-up on the payments in (a) through (c), above in accordance with the corresponding portions of section 7.4.

(i) Bond: The Contractor will receive compensation for any premium for acquiring a bond for such additional or unforeseen work at the original contract bond rate paid by the Contractor. Should the Contractor have previously elected to provide subguard coverage in lieu of requiring a bond from a sub on the original work, the Contractor shall be entitled to reimbursement for the subguard premium for the added work upon proof of said premium.

(ii) The Contractor will be allowed a markup of 10% on the first $50,000 and a markup of 5% on any amount over $50,000 on any subcontract directly related to the additional or unforeseen work. Any such subcontractor mark-up will be allowed only by the prime Contractor and a first-tier subcontractor, and the Contractor must elect the markup for any eligible first tier subcontractor to do so.

(2) Solely the formula set forth below and only as applied solely as to such number of calendar days of entitlement that are in excess of ten cumulative calendar days as defined below.

$$D = \frac{A \times C}{B}$$

Where A = Original Contract Amount

B = Original Contract Time

C = 8%

D = Average Overhead Per Day

Cumulative Calendar Days is defined as the cumulative total number of calendar days granted for a time extension due to delay of a controlling work item caused solely by CFX, or the cumulative total number of calendar days for which entitlement to a time extension due to delay of a controlling work item caused solely by CFX is otherwise ultimately determined in favor of the Contractor.

Further, in the event there are concurrent delays to one or more controlling work items, one or more being caused by CFX and one or more being caused by the Contractor, the Contractor shall be entitled to a time extension for each day that a controlling work item is delayed by CFX but shall have no right to nor receive any monetary compensation for any indirect costs for any days of concurrent delay. No compensation will be paid to the Contractor for any jobsite overhead and other indirect impacts when the total number of calendar days granted for time extension due to delay of a controlling work item is equal to or less than ten calendar days and the Contractor also fully assumes all monetary risk of any and all partial or single calendar day delay periods, due to delay of a controlling work item that when cumulatively totaled together are equal to or less than ten calendar days. All calculations under this provision shall exclude days granted for performing additional work.

2.3.2.2 Subcontracted Work: For work performed by a subcontractor, compensation for the additional or unforeseen work shall be solely limited to as provided for in 2.3.2.1 (a), (b), (c) and (d)(1), with the exception of, in the instance of subcontractor performed work only, the subcontractor may receive compensation for any premium for acquiring a bond for the additional or unforeseen work; provided, however, that such payment for additional subcontractor bond will only be paid upon presentment to CFX of clear and convincing proof that the subcontractor has actually provided and paid for separate bond premiums for such additional or unforeseen work in such amount. The Contractor shall require the subcontractor to provide a certification, in accordance with 2.3.2.1(a), as part of the cost proposal and provide such to the CEI. Such certification must be made by an officer or director of the subcontractor with authority to bind the subcontractor. Timely certification is a condition precedent to any right of the Contractor to recover compensation for such subcontractor costs, and failure to timely submit the certification will constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to recover such subcontractor costs.

2.3.3 No Waiver of Contract: Changes made by CFX will not be considered to waive any of the provisions of the Contract, nor may the Contractor make any claim for loss of anticipated profits because of the changes or by reason of any variation between the approximate quantities and the quantities of Work actually performed. All Work shall be performed as directed by CFX and in accordance with the Contract Documents.

2.3.4 Suspensions of Work Ordered by CFX: If the performance of all or any portion of the Work is suspended or delayed by CFX, in writing, for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes additional compensation is due as a result of such suspension or delay, the Contractor shall submit to CFX in writing a request for adjustment within 7 calendar days of receipt of the notice to resume Work. The request shall be complete, set forth all the reasons and support for such adjustment.

CFX will evaluate the Contractor's request. If CFX agrees the cost and/or time required for the performance of the Contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers or subcontractors at any approved tier (and not caused by weather), CFX will make an adjustment (excluding profit) and modify the Contract in writing accordingly. CFX will notify the Contractor whether an adjustment of the Contract is warranted.

No Contract adjustment will be allowed unless the Contractor has submitted the complete request for adjustment within the time prescribed.

No Contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for, excluded under, or effectively precluded by any other term or condition of the Contract.

2.3.5 Conditions Requiring Supplemental Agreement: A Supplemental Agreement will be used to clarify the Plans and Specifications of the Contract; to document quantities that deviate from the original Contract amount; to provide for unforeseen Work, grade changes or alterations in Plans which could not reasonably have been contemplated or foreseen in the original Plans and Specifications; to change the limits of construction to meet field conditions; to provide a safe and functional connection to an existing pavement; to make the project functionally operational in accordance with the intent of the original Contract and subsequent amendments thereto; to settle Contract claims.

No Work covered by a Supplemental Agreement shall be performed before written authorization is given by CFX. Such written authorization will set forth the prices and other pertinent information and will be promptly reduced to written Contract document form.

2.3.6 Unilateral Payments: Unilateral Payments will be used to pay the Contractor for Work performed on the Project when:

a) The Contractor agrees to perform the Work at an agreed upon cost but refuses to timely execute a Supplemental Agreement so as to allow timely payment for the Work by CFX or,

b) CFX and the Contractor cannot agree on the cost of the Work and the Contractor refuses to execute a Supplemental Agreement or,

c) CFX determines it is in the best interest to make a Unilateral Payment for Work CFX directed to be performed in lieu of pursuing a Supplemental Agreement.

2.3.7 Extra Work: Alterations, changes, additional or unforeseen Work of the type already provided by the Contract for which there is a Contract Price will be paid for at such Contract price.

Alterations, changes, additional or unforeseen Work having no quantity or price provided in the Contract will be paid at a negotiated price. Where the cost is negotiated, the Contractor shall submit an estimate to CFX in terms of labor, Materials, Equipment, overhead with a time impact analysis, and other expenses incurred solely as a result of the alteration, change, additional or unforeseen Work as stipulated in 2.3.2.

Where a price cannot be negotiated for alterations, changes, additional or unforeseen Work having no quantity or price provided in the Contract, payment will be made in accordance with 2.3.2.

2.3.8 Connections to Existing Pavements, Drives, and Walks: Limits of construction at the beginning and end of the Project are detailed in the Plans and will generally be adhered to; however, where in the opinion of CFX it is necessary to extend the construction in order to make suitable connections to existing pavement, such change may be permitted upon written authorization.

For any connections to existing walks and drives which are necessary although not indicated on the Plans, proper connections shall be made at the direction of CFX in accordance with the FDOT's Standard Plans identified in the Contract Documents.

2.3.9 Differing Site Conditions: During the progress of the Work, if subsurface or latent conditions are encountered at the site differing materially from those indicated on the Plans or in the Specifications or if unknown physical conditions of an unusual nature (differing materially from those ordinarily encountered and generally recognized as inherent in the Work) are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and before the affected Work is performed.

Upon written notification from the Contractor, CFX will have the conditions investigated and if it is determined that the conditions differ materially and cause an increase or decrease in the cost or time required for the performance of any Work under the Contract, an adjustment (excluding loss of anticipated profits) will be made and the Contract modified in writing accordingly. CFX will notify the Contractor whether an adjustment of the Contract is warranted.

No Contract adjustment that results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice.

No Contract adjustment will be allowed under this clause for any impacts caused to or by any other projects.

2.3.10 Changes Affecting Utilities: The Contractor shall be responsible for identifying and assessing any potential impacts to a utility that may be caused by the changes proposed by the Contractor and the Contractor shall, at the time of making the request for change, notify CFX in writing of any such potential impacts to utilities.

CFX approval of a Contractor proposed change does not relieve the Contractor of sole responsibility for all utility impacts, costs, delays or damages, whether direct or indirect, resulting from Contractor initiated changes in the design or construction activities from those in the original Contract, design plans (including traffic control plans) or other Contract Documents and which effect a change in utility work different from that shown in the utility plans, joint project agreements or utility relocation schedules.

2.3.11 Cost Savings Initiative Proposal

2.3.11.1 Intent and Objective: This subarticle applies to any Cost Savings Initiative Proposal (CSIP) that the Contractor initiates and develops for the purpose of refining the Contract to increase cost effectiveness or significantly improve the quality of the end result. Any potential CSIPs being considered by the Contractor shall NOT be discussed at the pre-award meeting, as this meeting is for the sole purpose of discussing the Contractor's bid and the documents on which the bid is based. Subsequent to Contract execution and prior to Contract Time beginning, a mandatory Cost Savings Initiative Workshop will be held for the Contractor and CFX to discuss potential Proposals.

This subarticle does not apply to any CSIP unless the Contractor identifies it at the time of its submission to CFX as a CSIP submitted in accordance with this subarticle.

CFX will consider CSIPs that, in the sole opinion of CFX, will result in net savings to CFX by providing a decrease on the cost of the Contract. Additionally, the CSIP

must result in savings without impairing essential functions and characteristics such as safety, service life, reliability, economy of operation, ease of maintenance, aesthetics, and necessary standard design features. CFX will not recognize the Contractor's elimination of work or correction of plan errors that result in a cost reduction as a CSIP.

CFX reserves the right to reject, at its sole discretion, any CSIP submitted that proposes a change in the design of the pavement system or that would require additional right-of-way. Pending CFX's execution of a formal supplemental agreement implementing an approved CSIP, the Contractor shall remain obligated to perform the Work in accordance with the terms of the Contract. CFX is under no obligation to grant time extensions to allow for the time required to develop and review a CSIP.

For potential CSIPs not discussed between Contract Execution and Contract Time beginning, a mandatory concept meeting will be held between CFX and the Contractor to discuss the potential CSIP prior to its development.

2.3.11.2 Data Requirements: As a minimum, the Contractor shall submit the following information with each CSIP:

1. a description of the differences between the existing Contract requirements, including any time extension request, and the proposed change, and the comparative advantages and disadvantages.

2. separate detailed (Labor, Equipment, Material, and Subcontract) cost estimates for both the existing Contract requirement and the proposed change. Allocate the above detailed cost estimates by pay item numbers indicating quantity increases or decreases and deleted pay items. Identify additional proposed work not covered by pay items within the Contract, by using pay item numbers in the FDOT Basis of Estimates Manual. In preparing the estimates, include overhead, profit, and bond within pay items in the Contract. Separate pay item(s) for the cost of overhead, profit, and bond will not be allowed.

3. an itemization of the changes, deletions, or additions to plan details, plan sheets, Standard Plans, and Specifications that are required to implement the CSIP if CFX adopts it. Provide preliminary plan drawings sufficient to describe the proposed changes.

4. engineering or other analysis in sufficient detail to identify and describe specific features of the Contract that must be changed if CFX accepts the CSIP with a proposal as to how the changes can be accomplished and an assessment of their effect on other Project elements. CFX may require that engineering analyses be performed by a Specialty Engineer in the applicable class of work. Support all

design changes that result from the CSIP with drawings and computations signed and sealed by the Contractor's Specialty Engineer. Written documentation or drawings shall be provided that clearly delineate the responsibility of the Contractor's Specialty Engineer.

5. the date by which CFX must approve the CSIP to obtain the total estimated cost reduction during the remainder of the Contract, noting any effect on the Contract completion time or delivery schedule.

6. a revised Project schedule that would be followed upon approval of the CSIP. The schedule shall include submittal dates and review time for CFX review.

2.3.11.3 Processing Procedures: The Contractor shall submit the CSIP to CFX. CFX will process the CSIP expeditiously; however, CFX is not liable for any delay in acting upon a CSIP submitted pursuant to this subarticle. The Contractor may withdraw, in whole or in part, a CSIP not accepted by CFX within the period specified in the CSIP. CFX is not liable for any CSIP development cost in the case where CFX rejects, or the Contractor withdraws, a CSIP.

CFX is the sole judge of the acceptability of a CSIP and of the estimated net savings in construction costs from the adoption of all or any part of the CSIP. In determining the estimated net savings, CFX reserves the right to disregard the Contract bid prices if, in the judgment of CFX, such prices do not represent a fair measure of the value of the Work to be performed or to be deleted.

Prior to approval, CFX may modify a CSIP, with the concurrence of the Contractor, to make it acceptable. If any modification increases or decreases the net savings resulting from the CSIP, CFX will determine the Contractor's fair share upon the basis of the CSIP as modified and upon final quantities. CFX will compute the net savings by subtracting the revised total cost of all bid items affected by the CSIP from the total cost of the same bid items as represented in the Contract, provided that in the sole judgment of CFX that such bid item prices represent fair measure of the value of the associated work.

Prior to approval of the CSIP that initiates the supplemental agreement, provide acceptable Contract-quality plan sheets revised to show all details consistent with the CSIP design.

2.3.11.4 Computation for Change in Contract Cost Performance: If the CSIP is adopted, the Contractor's share of the net savings as defined hereinafter represents full compensation to the Contractor for the CSIP.

CFX will include its cost to process and implement a CSIP in the estimate.

2.3.11.5 Conditions of Acceptance for Major Design Modifications of Category 2 Bridges: A CSIP that proposes major design modifications of a category 2 bridge, as determined by CFX, shall have the following conditions of acceptance:

1. All bridge plans relating to the CSIP shall undergo an independent peer review conducted by a single independent engineering firm referred to for the purpose of this requirement as the Independent Review Engineer (IRE). The IRE shall not be the originator of the CSIP design and shall be pre-qualified by FDOT in accordance with Rule 14-75, Florida Administrative Code. The independent peer review is intended to be a comprehensive and thorough verification of the original Work, giving assurance that the design is in compliance with all CFX requirements. The IRE's comments, along with the resolution of each comment, shall be submitted to CFX. The IRE shall sign and seal the submittal cover letter stating that all comments have been adequately addressed and the design is in compliance with CFX's requirements. If there are any unresolved comments, the IRE shall specifically list all unresolved issues in the signed and sealed cover letter.

2. CFX reserves the right to require the Contractor's Specialty Engineer to assume responsibility for the design of the entire structure.

3. New designs and independent peer reviews shall be in compliance with all applicable CFX, FDOT, and AASHTO criteria requirements including bridge loading ratings.

2.3.11.6 Sharing Arrangements: If CFX approves a CSIP, the Contractor will receive 50% of the net reduction in the cost of performance of the Contract as determined by the final negotiated agreement between the Contractor and CFX. The net reduction will be determined by subtracting from the savings of the construction costs the reasonable documented engineering costs incurred by the Contractor to design and develop a CSIP and CFX's direct costs for reviewing the CSIP. Contractor's engineering costs will be based on the Specialty Engineer's certified invoice and may include the costs of the IRE. The Contractor's total engineering costs to be subtracted from the savings to determine the net reduction will be limited to 25% of the construction savings and will not include any markup by the Contractor for the costs for engineering services performed by the Contractor.

2.3.11.7 Notice of Intellectual Property Interests and CFX's Future Rights to a CSIP: The Contractor's CSIP submittal shall identify with specificity any and all forms of intellectual property rights that either the Contractor or any officer, shareholder, employee, consultant, or affiliate, of the Contractor, or any other entity who contributed in any measure to the substance of the Contractor's CSIP development, have or may have that are in whole or in part implicated in the CSIP. Such required intellectual property rights notice includes, but is not limited to, disclosure of any:

issued patents, copyrights, or licenses; pending patent, copyright or license applications; and any intellectual property right that though not yet issued, applied for or intended to be pursued, could nevertheless otherwise be subsequently the subject of patent, copyright or license protection by the Contractor or others in the future. The notice requirement does not extend to intellectual property rights as to stand-alone or integral components of the CSIP that are already on the FDOT's APL or Standard Plans, Standard Plans indexes, or are otherwise generally known in the industry as being subject to patent or copyright protection.

Notwithstanding Article 5.3 of the General Specifications nor any provisions of the Standard Specifications, upon acceptance of the CSIP, the Contractor grants to CFX and its contractors (such grant being expressly limited solely to any and all existing or future CFX construction projects and any other CFX projects that are partially or wholly funded by or for CFX) a royalty-free and perpetual license under all forms of intellectual property rights to manufacture, to use, to design, to construct, to disclose, to reproduce, to prepare and fully utilize derivative works, to distribute, display and publish, in whole or in part, and to permit others to do any of the above, and to otherwise in any manner and for any purpose whatsoever do anything reasonably necessary to fully utilize any and all aspects of such CSIP on any and all existing and future construction projects and any other CFX projects.

The Contractor shall hold harmless and indemnify CFX and its contractors and others in privity therewith from and against any and all claims, liabilities, other obligations or losses, and reasonable expenses related thereto (including reasonable attorney's fees) which are incurred or are suffered by any breach of the foregoing grants, and regardless of whether such intellectual property rights were or were not disclosed by the Contractor pursuant to the language herein, unless CFX has by express written exception in the CSIP acceptance process specifically released the Contractor from such obligation to hold harmless and indemnify as to one or more disclosed intellectual property rights.

2.4 Claims by Contractor

2.4.1 General: When the Contractor deems that extra compensation, or a time extension is due beyond that agreed to by CFX, whether due to delay, additional Work, altered Work, differing site conditions, breach of Contract, or for any other cause, the Contractor shall follow the procedures set forth herein for preservation, presentation, and resolution of the claim.

2.4.2 Notice of Claim:

2.4.2.1 Claims For Extra Work: Where the Contractor deems that additional compensation or a time extension is due for Work or Materials not expressly provided for in the Contract or which is by written directive expressly ordered by CFX pursuant to 2.3, the Contractor shall notify CFX in writing, including the words "NOTICE OF CLAIM" in the document heading of the intention to make a claim for additional compensation before beginning the Work on which the claim is based, and if seeking a time extension, the Contractor shall also submit a preliminary request for time extension pursuant to 6.7.3 within ten (10) calendar days after commencement of a delay. Within (10) calendar days after the elimination of the delay, the Contractor shall submit a request for Contract Time extension pursuant to 6.7.3. If such notification is not given and CFX is not afforded the opportunity for keeping strict account of actual labor, Materials, Equipment, and time, the Contractor waives the claim for additional compensation or a time extension. Such notice by the Contractor, and the fact that CFX has kept account of the labor, Materials, and Equipment, and time, shall not in any way be construed as establishing the validity of the claim or method for computing any compensation or time extension for such claim. Notice of the amount of the claim with supporting data shall be delivered within sixty days after the start of such occurrence or event (unless CFX allows additional time for the Contractor to submit additional or more accurate data in support of the claim) and shall be accompanied by the Contractor's written statement that the adjustment claimed covers all known amounts to which the Contractor is entitled as a result of said occurrence or event. For any claim or part of a claim that pertains solely to final estimate quantity disputes the Contractor shall submit full and complete claim documentation as described in 2.4.3, as to such final estimate claim dispute issues, within 30 calendar days of the Contractor's receipt of CFX's Offer of Final Payment. Submission of timely notice of intent to file a claim, preliminary time extension request, time extension request, and the claim, together with full and complete claim documentation, are each a condition precedent to the Contractor bringing any arbitration or other formal claims resolution proceeding against CFX for the items and for the sums or time set forth in the Contractor's written claim, and the failure to provide such notice of intent, preliminary time extension request, time extension request, claim and full and complete claim documentation within the time required shall constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to additional compensation or a time extension for such claim.

2.4.2.2 Claims For Delay: Where the Contractor deems that additional compensation or a time extension is due on account of delay, differing site conditions, breach of Contract, or any other cause other than for Work or Materials not expressly provided for in the Contract (Extra Work) or which is by written directive of CFX expressly ordered by CFX pursuant to 2.3, the Contractor shall submit a written notice of intent

to CFX within 48 hours after commencement of a delay to a Work item on the critical path expressly notifying CFX that the Contractor intends to seek additional compensation, and if seeking a time extension, the Contractor shall also submit a preliminary request for time extension pursuant to 6.7.3 within 48 hours after commencement of a delay to a Work item on the critical path, as to such delay and providing a reasonably complete description as to the cause and nature of the delay and the possible impacts to the Contractor's Work by such delay. Within (10) calendar days after the elimination of the delay, the Contractor shall submit a request for Contract Time extension pursuant to 6.7.3. The timely providing of a written notice of intent or preliminary time extension request to CFX are each a condition precedent to any right on behalf of the Contractor to request additional compensation or an extension of Contract Time for that delay, and the failure of the Contractor to provide such written notice of intent or preliminary time extension request within the time required shall constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to additional compensation or a time extension for that delay. Notice of the amount of the claim with supporting data shall be delivered within sixty days after the start of such occurrence or event (unless CFX allows additional time for the Contractor to submit additional or more accurate data in support of the claim) and shall be accompanied by the Contractor's written statement that the adjustment claimed covers all known amounts to which the Contractor is entitled as a result of said occurrence or event. There shall be no Contractor entitlement to any monetary compensation or time extension for any delays or delay impacts, whatsoever, that are not related to a Work item on the critical path, and then as to any such delay to such item entitlement to any monetary compensation or time extension shall only be to the extent such is otherwise provided for expressly under 2.3 or 2.4, except that in the instance of delay to an item of Work not on the critical path the Contractor may be compensated for the direct costs of idle labor or Equipment only, at the rates set forth in 2.3, and then only to the extent the Contractor could not reasonably mitigate such idleness. The existence of an accepted schedule, including any required update(s), as stated in Article 6.3.3, is a condition precedent to the Contractor having any right to the granting of an extension of Contract Time arising out of any delay. Contractor failure to have an accepted schedule, including any required update(s), for the period of potential impact, or in the event the currently accepted schedule and applicable update(s) do not accurately reflect the actual status of the project or fail to accurately show the true controlling or non-controlling work activities for the period of potential impact, will result in any entitlement determination as to time or money for such period of potential impact being limited solely to CFX's analysis and identification of the actual controlling or non-controlling work activities. Further, in such instances. CFX's determination as to entitlement as to either time or compensability will be final, unless the Contractor can prove by clear and convincing evidence to a Disputes Review Board that the CFX's determination was without any reasonable factual basis.

2.4.3 Content of Written Claim: As a condition precedent to the Contractor being entitled to additional compensation or a time extension under the Contract for any claim, the Contractor shall submit a written claim to CFX which will include for each individual claim, at a minimum, the following information:

(a) A detailed factual statement of the claim providing all relevant dates, locations, and items of Work affected and included in each claim;
(b) The date or dates on which actions or events resulting in the claim occurred or conditions resulting in the claim became evident;
(c) Identification of all pertinent documents and the substance of any material oral communications relating to such claim and the name of the persons making such material oral communications;
(d) Identification of the provisions of the Contract which support the claim and a statement of the reasons why such provisions support the claim, or alternatively, the provisions of the Contract which allegedly have been breached and the actions constituting such breach;
(e) A detailed compilation of the amount of additional compensation sought and a breakdown of the amount sought as follows:

(1) documented additional job site labor expenses;
(2) documented additional cost of Materials and supplies;
(3) a list of additional Equipment costs claimed, including each piece of Equipment and the rental rate claimed for each;
(4) any other additional direct costs or damages and the documents in support thereof;
(5) any additional indirect costs or damages and all documentation in support thereof;

(f) A detailed compilation of the specific dates and the exact number of calendar days sought for a time extension, the basis for entitlement to time for each day, all documentation of the delay, and a breakout of the number of days claimed for each identified event, circumstance or occurrence.

Further, the Contractor shall be prohibited from amending either the basis of entitlement or the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder, and any arbitration or other formal claims resolution proceeding shall be limited solely to the basis of entitlement and the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder. This shall not, however, preclude the Contractor from withdrawing or reducing any of the basis of entitlement and the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder at any time.

2.4.4 Action on Claim: CFX will respond within 30 calendar days of receipt of a complete claim submitted by Contractor in compliance with 2.4.3. Failure by CFX to respond to a claim within 30 calendar days after receipt of a complete claim in compliance with 2.4.3 constitutes a denial of the claim by CFX. If CFX finds the claim or any part thereof to be valid, such partial or whole claim will be allowed and paid for to the extent deemed valid and any time extension granted, if applicable, as provided in the Contract.

2.4.5 Compensation for Extra Work or Delay:

2.4.5.1 Compensation for Extra Work: Notwithstanding anything to the contrary contained in the Contract Documents, the Contractor shall not be entitled to any compensation beyond that provided for in 2.3.2.

2.4.5.2 Compensation for Delay: Notwithstanding anything to the contrary contained in the Contract Documents, the additional compensation set forth in 2.4.5.3 shall be the Contractor's sole monetary remedy for any delay other than to perform extra work caused by CFX unless the delay shall have been caused by acts constituting willful or intentional interference by CFX with the Contractor's performance of the work and then only where such acts continue after Contractor's written notice to CFX of such interference. The parties anticipate that delays may be caused by or arise from any number of events during the term of the Contract, including, but not limited to, work performed, work deleted, change orders, supplemental agreements, disruptions, differing site conditions, utility conflicts, design changes or defects, time extensions, extra work, right-of-way issues, permitting issues, actions of suppliers, subcontractors or other contractors, actions by third parties, suspensions of work by the CEI pursuant to Article 6.6 of the General Specifications, shop drawing approval process delays, expansion of the physical limits of the project to make it functional, weather, weekends, holidays, special events, suspension of Contract time, or other events, forces or factors sometimes experienced in construction work. Such delays or events and their potential impacts on the performance by the Contractor are specifically contemplated and acknowledged by the parties in entering into this Contract, and shall not be deemed to constitute willful or intentional interference with the Contractor's performance of the work without clear and convincing proof that they were the result of a deliberate act, without reasonable and good-faith basis, and specifically intended to disrupt the Contractor's performance.

2.4.5.3 Compensation for Direct Costs, Indirect Costs, Expenses, and Profit thereon, of or from Delay: For any delay claim, the Contractor shall only be entitled to monetary compensation for the actual idle labor and equipment, and indirect costs, expenses, and profit thereon, as provided for in 2.3.2.1(d) and solely for costs incurred beyond what reasonable mitigation thereof the Contractor could have undertaken.

2.4.6 Mandatory Claim Records: After giving CFX notice of intent to file a claim for Extra Work or delay, the Contractor shall keep daily records of all labor, Materials and Equipment costs incurred for operations affected by the Extra Work or delay. These daily records shall identify each operation affected by the Extra Work or delay and the specific locations where Work is affected by the Extra Work or delay, as nearly as possible. CFX may also keep records of all labor, Materials, and Equipment used on the operations affected by the Extra Work or delay. The Contractor shall, once a notice of intent to claim has been timely filed, and not less than weekly thereafter as long as appropriate, provide CFX with a copy of the Contractor's daily records and be likewise entitled to receive a copy of CFX's daily records. The copies of daily records to be provided hereunder shall be provided at no cost to the recipient.

2.4.7 Claims for Acceleration: CFX shall have no liability for any constructive acceleration of the Work, nor shall the Contractor have any right to make any claim for constructive acceleration nor include the same as an element of any claim the Contractor may otherwise submit under this Contract. If CFX gives express written direction for the Contractor to accelerate its efforts, such written direction will set forth the prices and other pertinent information and will be reduced to a written Contract Document promptly. No payment will be made on a Supplemental Agreement for acceleration prior to CFX's approval of the documents.

2.4.8 Certificate of Claim: When submitting any claim, the Contractor shall certify under oath and in writing, in accordance with the formalities required by Florida law, that the claim is made in good faith, that the supportive data are accurate and complete to the Contractor's best knowledge and belief, and that the amount of the claim accurately reflects what the Contractor in good faith believes to be CFX's liability. Such certification must be made by an officer or director of the Contractor with the authority to bind the Contractor.

2.4.9 Non-Recoverable Items: The parties agree that for any claim CFX will not have liability for the following items of damages or expense:

a. Loss of profit, incentives, or bonuses;
b. Any claim for other than Extra Work or delay;
c. Consequential damages including, but not limited to, loss of bonding capacity, loss of bidding opportunities, loss of credit standing, cost of financing, interest paid, loss of other work or insolvency;
d. Acceleration costs and expenses, except where CFX has expressly and specifically directed the Contractor in writing "to accelerate at CFX's expense";
e. Attorney fees except in accordance with 3.12, claims preparation expenses and costs of litigation.

2.4.10 Exclusive Remedies: Notwithstanding any other provision of the Contract, the parties agree that CFX shall have no liability to the Contractor for expenses, costs, or items of damages other than those which are specifically identified as payable under 2.4. In the event of any formal claims resolution process for additional compensation, whether on account of delay, acceleration, breach of Contract, or otherwise, the Contractor agrees that CFX's liability will be limited to those items which are specifically identified as payable in 2.4.

2.4.11 Settlement Discussions: The content of any discussions or meetings held between CFX and the Contractor to settle or resolve any claims submitted by the Contractor against CFX shall be inadmissible in any legal, equitable, arbitration or administrative proceedings, including the Disputes Review Board, brought by the Contractor against CFX for payment of such claim. Dispute Review Board proceedings are not settlement discussions, for purposes of this provision.

2.4.12 Personal Liability of Public Officials: In carrying out any of the provisions of the Contract or in exercising any power or authority granted to the Central Florida Expressway Authority, its employees, members, officers, agents, consultants and successors, there shall be no liability of any employee, officer, official agent or consultant of CFX either personally or as officials or representatives of CFX. It is understood that in all such matters such individuals act solely as agents and representatives of CFX.

2.4.13 Auditing of Claims: All claims filed against CFX shall be subject to audit at any time following the filing of the claim, whether or not such claim is part of a suit pending in the Courts of the State of Florida. The audit may be performed at CFX's sole discretion by employees of CFX or by any independent auditor appointed by CFX, or both. The audit may begin after ten days written notice to the Contractor, subcontractor, or supplier. The Contractor, subcontractor, or supplier shall make a good faith effort to cooperate with the auditors. As a condition precedent to recovery on any claim, the Contractor, subcontractor, or supplier must retain sufficient records, and provide full and reasonable access to such records to allow the CFX auditors to verify the claim. Failure to retain sufficient records of the claim or failure to provide full and reasonable access to such records shall constitute a waiver of that portion of such claim that cannot be verified and shall bar recovery thereunder. Further, and in addition to such audit access, upon the Contractor submitting a written claim, CFX shall have the right to request and receive, and the Contractor shall have the affirmative obligation to provide to CFX, copies of any and all documents in the possession of the Contractor or its subcontractors, materialmen or suppliers as may be deemed relevant by CFX in its review of the basis, validity or value of the Contractor's claim.

Without limiting the generality of the foregoing, the Contractor shall upon written request of CFX make available to CFX auditors, or upon CFX's written request for copies, provide copies at CFX's expense, any or all of the following documents:

1. Daily time sheets and superintendent's daily reports and diaries;
2. Insurance, welfare and benefits records;
3. Payroll registers;
4. Earnings records;
5. Payroll tax returns;
6. Materials invoices, purchase orders, and all Materials and supply acquisition contracts;
7. Materials cost distribution worksheets;
8. Equipment records (list of company owned, rented or other Equipment used)
9. Vendor rental agreements and subcontractor invoices;
10. Subcontractor payment certificates;
11. Canceled checks for the project, including payroll and vendors;
12. Job cost reports;
13. Job payroll ledgers;
14. General ledger, general journal, (if used) and all subsidiary ledgers and journals together with all supporting documentation pertinent to entries made in these ledgers and journals;
15. Cash disbursements journal;
16. Financial statements for all years reflecting the operations on the Project;
17. Income tax returns for all years reflecting the operations on the Project;
18. All documents which reflect the Contractor's actual profit and overhead during the years the Contract was being performed and for each of the five years prior to the commencement of the Contract;
19. All documents related to the preparation of the Contractor's bid including the final calculations on which the bid was based;
20. All documents that relate to each and every claim together with all documents which support the amount of damages as to each claim;
21. Worksheets used to prepare the claim establishing the cost components for items of the claim including, but not limited to, labor, benefits and insurance, Materials, Equipment, subcontractors, and all documents that establish which time periods and individuals were involved, and the hours and rates for such individuals.
22. Electronic Payment Transfers and like records

2.5 Unforeseeable Work

When Work is required which is not covered by a price in the Contract and such Work does not constitute a "significant change" as defined in 2.3.1, and such Work is found essential to the satisfactory completion of the Contract within its intended scope, an adjustment will be made to the Contract. The basis of payment for such adjustment will be in an amount as CFX may determine to be fair and equitable.

2.6 Right To and Use of Materials Found at the Site of the Work

2.6.1 Ownership and Disposal of Existing Materials: Except as might be stipulated or implied otherwise on the Plans or in the Specifications, all Materials which are not the property of other parties (in both roadway and structures) found on the right of way and all material in structures removed by the Contractor, shall become the property of the Contractor and shall be properly disposed of by the Contractor. Such Materials shall not include earth or other excavated material required for the construction of the Project. Materials from existing structures required to be removed and which are designated to remain the property of CFX may generally be used by the Contractor during construction. Such material shall not be cut or otherwise damaged during removal unless permission is given and shall subsequently be stored in an accessible location if so directed by CFX.

2.6.2 Ornamental Trees and Shrubs: Any ornamental trees or shrubs existing in the right-of-way (which are required to be removed for the construction operations and which are not specifically designated on the Plans to be reset or to be removed by others prior to the construction operations) shall remain the property of CFX, and shall be relocated by the Contractor as directed. The Contractor shall be fully responsible for maintaining in good condition all grass plots, trees and shrubs outside the limits of construction as shown on the Plans. Tree limbs that interfere with Equipment operation and are approved for pruning shall be neatly trimmed and the tree cut coated with tree paint.

2.7 Restoration of Right of Way

Areas outside the Project limits within CFX right of way used as a plant site shall be shaped and dressed so as not to present an objectionable appearance and grassed. The Work of grassing will not be paid for separately but will be considered incidental to the other items of Work for which payment is made. Property outside CFX's right of way that is damaged due to the activities of the Contractor shall be immediately restored, at Contractor's expense, to a condition similar or equal to that existing before such damage or injury was done by the Contractor.

Upon completion of the Work and before final acceptance and final payment will be made, the Contractor shall remove from the right of way and adjacent property all falsework, Equipment, surplus and discarded Materials, rubbish and temporary structures; shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the Work, and shall leave the roadway in a neat and presentable condition throughout the entire length of the Work under the Contract. The placing of Materials of any character, rubbish or Equipment, on abutting property, with or without the consent of the property owners, shall not constitute satisfactory disposal. However, the Contractor will be allowed to temporarily store Equipment, surplus Materials, usable forms, etc., on a well-kept site owned or leased by the Contractor, adjacent to the Project, but no discarded Equipment or Materials or rubbish shall be placed on such site.

END OF SECTION 2

SECTION 3 - CONTROL OF WORK

3.1 Plans and Working Drawings

3.1.1 Plans and Contract Documents: The Contractor will be supplied, without charge, one (1) set of Plans and Contract Documents on electronic media and one (1) hard copy set of "Approved for Construction" documents including the Plans, General Specifications, Technical Specifications and Special Provisions and addenda, if any. Copies of the FDOT Standard Specifications and Standard Plans are available from the FDOT.

3.1.2 CFX Plans: The Plans furnished by CFX consist of general drawings showing such details as are necessary to give a comprehensive idea of the construction contemplated. Roadway plans will show in general, alignment, profile grades, typical cross sections and general cross sections. Structure plans, in general, will show in detail all dimensions of the Work contemplated. When the structure plans do not show the dimensions in detail, they will show general features and such details as are necessary to give a comprehensive idea of the structure.

Grades shown are finished grades and B.M. Datum is National Geodetic Vertical Datum of 1929 (NGVD-1929), North American Vertical Datum 1988 (NAVD-1988), or other datum as noted in the Plans.

3.1.3 Alterations in the Plans: All authorized alterations affecting the requirements and information given on the approved Plans shall be in writing. No changes shall be made on any plan or drawing after its approval by CFX, except by direction of CFX.

3.1.4 Shop Drawings

3.1.4.1. Definitions:

(a) Shop Drawings include all working, shop and erection drawings, associated trade literature, calculations, schedules, manuals or similar documents submitted by the Contractor to define some portion of the Work. The type of Work includes both permanent and temporary Work.

(b) Permanent Work is the term deemed to include all the permanent structure and parts thereof required of the completed Contract.

(c) Temporary Work is the term deemed to include any temporary construction work necessary for the construction of the permanent Work. This includes falsework, formwork, scaffolding, shoring, temporary earthworks, sheeting, cofferdams, special erection Equipment and the like.

(d) Construction Affecting Public Safety applies to construction that may jeopardize public safety such as structures spanning functioning vehicular roadways, pedestrian walkways, railroads, navigation channels, navigable waterways and walls or other structure's foundations located in embankments immediately adjacent to functioning roadways. It does not apply to those areas of the site under the Contractor's control and outside the limits of normal public access.

(e) Major and unusual structures include bridges of complex geometry and/or complex design. Generally, this includes the following types of structures:

Bridges with an individual span longer than 300 feet.
Structurally continuous superstructures with spans over 150 feet.
Steel box and plate girder bridges.
Steel truss bridges.
Concrete segmental and longitudinally post-tensioned continuous girder bridges.
Cable stayed or suspension bridges.
Curved girder bridges.
Arch bridges.
Tunnels.
Movable bridges (specifically electrical and mechanical components).
Rehabilitation, widening or lengthening of any of the above.

(f) Special Erection Equipment includes launching gantries, beam and winch Equipment, form travelers, stability towers, strongbacks, erection trusses, launching noses or similar items made purposely for construction of the structure. It does not apply to commonly available proprietary construction Equipment such as cranes.

(g) Falsework includes any temporary construction Work used to support the permanent structure until it becomes self-supporting. Falsework includes steel or timber beams, girders, columns, piles and foundations and any proprietary Equipment including modular shoring frames, post shores and adjustable horizontal shoring.

(h) Formwork includes any temporary structure or mold used to retain plastic or fluid concrete in its designated shape until it hardens. Formwork comprises common materials such as wood or metal sheets, battens, soldiers and walers, ties, proprietary forming systems such as stay-in-place metal forms, and proprietary supporting bolts, hangers and brackets.

(i) Scaffolding is an elevated work platform used to support workmen, Materials and Equipment but not intended to support the structure.

(j) Shoring is a component of falsework such as horizontal, vertical or inclined support members. In this specification, this term is used interchangeably with falsework.

3.1.4.2. Work Items Requiring Shop Drawings: The requirement for submittals for certain items may be waived by other provisions of these specifications; i.e. items constructed from standard drawings or those complying with alternate details for pre-stressed members under Section 450. Precast components that are not detailed in the Plans or Standard Drawings will require approved shop drawings. The Contractor shall review the Plans and Specifications to determine the submittals required.

The following signing and lighting items are defined as structural items:

> Lighting: poles, bracket arms, frangible bases and foundations.
>
> Signing: Mounting brackets for bridge mounted signs, overhead cantilever structures, overhead truss structures, overhead sequential sign structures and multiple post sign supports, along with applicable foundations.

In general, shop drawings shall be required for:

(a) Bridge, Bulkhead and Retaining Wall Structures, cofferdams, Lighting and Signing Structural Items along with applicable foundations.

(b) Signing, Lighting, Drainage Structures and Attenuators and other nonstructural items.

(c) Building Structures.

(d) Contractor Originated Re-Design.

(e) Design and/or structural details furnished by the Contractor in compliance with the Contract, according to the sections of the Specifications pertaining to the Work, to the Plans or other Contract Documents.

(f) Special Erection Equipment.

(g) Falsework and Shoring.

Additional clarification for certain types of bridge structures is provided in 3.1.4.9.

3.1.4.3 Schedule of Submittals: The Contractor shall prepare and submit to the CEI a schedule of submittals identifying the Work for which Contractor intends to submit shop drawings, the type, approximate number of drawings or other documents and

approximate dates of anticipated submittals with due regard to processing requirements herein. The schedule of submittals shall be submitted to the CEI within 15 days of the start of the date of the Notice to Proceed, and prior to the submission of any shop drawings.

Subsequent submittals shall be coordinated with construction schedules to allow sufficient time for review, approval and re-submittal as necessary.

3.1.4.4 Style, Numbering and Material of Submittals:

3.1.4.4.1 Drawings: The Contractor shall furnish such shop drawings as may be required to complete the structure in compliance with the design shown on the Plans. Each page shall be numbered consecutively for the series and the page number shall indicate the total number in the series (e.g., 1 of 12, 2 of 12, ...12 of 12). Each shop drawing shall contain the following items as a minimum requirement: the CFX Project Number, drawing title and number, a title block showing the names of the fabricator or producer and the Contractor for which the Work is being done, the initials of the person(s) responsible for the drawing, the date on which the Work was performed, the location of the item(s) within the Project, the Contractor's approval stamp and initials and when applicable, the signature and seal of the Contractor's Florida registered Specialty Engineer. The absence of any of this minimum information may be cause for a request for a re-submittal.

3.1.4.4.2 Other Documents: Documents other than drawings, such as trade literature, catalogue information, calculations and manuals shall be original copies or clearly legible photographic or xerographic copies. The page size shall be no larger than 11 by 17 inches. Such information shall be clearly labeled and numbered and the page numbers shall indicate the total number of pages in the series (e.g., 1 of 12, 2 of 12, ... 12 of 12).

All documents shall be submitted with a Table of Contents cover sheet. The cover sheet shall list the total number of pages and appendices and shall also include the CFX Project Number, a title to reference the item(s) for which it is submitted, the name of the firm and person(s) responsible for the preparation of the document, the Contractor's approval stamp and initials and, when applicable, the signature and seal of the Contractor's Florida registered Specialty Engineer.

The calculations or manuals shall clearly outline the design criteria and shall be appropriately prepared and checked. The internal sheets shall include the complete CFX Project Number and initials of the persons responsible for preparing and checking the document.

Trade literature and catalogue information shall be clearly labeled with the title, CFX Project Number, date and name of the firm and person responsible for that document displayed on the front cover.

3.1.4.5 Submittal Paths and Copies: All submittals will be transmitted from the Contractor to the CEI. Should additional distribution be desired in order to expedite processing, contact information for additional reviewers will be provided to the Contractor. These contacts may include the Engineer of Record (EOR), General Engineering Consultant (GEC), Specialty Engineers, and/or CFX. At the preconstruction conference, CFX may notify the Contractor of any additional entities to be included in the submittal distribution.

3.1.4.5.1 Bridge, Bulkhead and Retaining Wall Structures and Lighting and Signing Structural Items with appropriate foundations: Shop drawings for pre-qualified items, excluding their corresponding foundations, are not required.

3.1.4.5.2 Signing, Lighting, Drainage Structures, Attenuators and other nonstructural items.

3.1.4.5.3 Building Structures: Each series of working, shop and erection drawings.

3.1.4.5.4 Contractor Originated Design or Redesign: The Contractor shall submit to the CEI each series of shop drawings and applicable calculations. The cover sheet of each copy of applicable calculations shall be signed and sealed by the Contractor's Specialty Engineer. The submittal and copies shall be transmitted in accordance with the requirements of 3.1.4.5.1 through 3.1.4.5.3, as appropriate.

3.1.4.5.5 Special Erection Equipment: For (a) Construction Affecting Public Safety and (b) Major or Unusual Structures: The Contractor shall submit to the CEI, each series of shop drawings and applicable calculations. Each cover sheet of each copy of applicable calculations shall be signed and sealed by the Contractor's Specialty Engineer.

3.1.4.5.6 Falsework and Shoring: For (a) Construction Affecting Public Safety and (b) Major and Unusual Structures: The Contractor shall submit to the CEI of each series of shop drawings and applicable calculations. Each cover sheet of applicable calculations shall be signed and sealed by the Contractor's Specialty Engineer.

3.1.4.5.7 Formwork: Formwork shall be in accordance with Section 400-5 of the Standard Specifications.

3.1.4.5.8 Scaffolding: The Contractor shall be responsible for the safe installation and use of all scaffolding. No submittals are required.

3.1.4.5.9 Other miscellaneous design and/or structural details furnished by the Contractor in compliance with the contract: The Contractor shall submit to the CEI each series of shop drawings and applicable calculations. Each cover sheet of each copy of applicable calculations shall be signed and sealed by the Contractor's Specialty Engineer.

3.1.4.5.10 Beam and Girder Temporary Bracing: The Contractor is solely responsible for ensuring stability of beams and girders during all handling, storage, shipping and erection. Adequately brace beams and girders to resist wind, weight of forms and other temporary loads, especially those eccentric to the vertical axis of the products, considering actual beam geometry and support conditions during all stages of erection and deck construction. Develop the required designs following the AASHTO Guide Design Specifications for Bridge Temporary Works and Construction Handbook for Bridge Temporary Works and the Contract Documents.

For Construction Affecting Public Safety, submit signed and sealed calculations for stability of all beams and girders.

3.1.4.5.11 Erection Plan: Submit, for the Engineer's review, an Erection Plan that meets the specific requirements of Sections 450, 452, 460 and this section. Refer to the Standard Plans, Index 102-600 for construction activities not permitted over traffic.

3.1.4.6 Certifications:

3.1.4.6.1 Special Erection Equipment: Prior to its use, special erection Equipment shall be personally inspected by the Specialty Engineer who shall certify to the CEI in writing that the Equipment has been fabricated in accordance with the submitted drawings and calculations. In addition, after assembly, the Specialty Engineer shall observe the Equipment in use and shall certify to the CEI in writing that it is being utilized as intended and in accordance with the submitted drawings and calculations. In each case, the Specialty Engineer shall also sign and seal the letter of certification.

3.1.4.6.2 Falsework and Shoring requiring shop drawings per 3.1.4.5.6: After its erection or installation but prior to the application of any superimposed load, the falsework shall be personally inspected by the Specialty Engineer

who shall certify to the CEI in writing that the falsework has been constructed in accordance with the Materials and details shown on the submitted drawings and calculations. The Specialty Engineer shall also sign and seal the letter of certification.

3.1.4.6.3 Formwork: For Construction Affecting Public Safety, prior to the placement of any concrete, the Contractor shall certify to the CEI in writing that formwork has been constructed to safely withstand the superimposed loads to which it will be subjected.

3.1.4.6.4 Erection: For Construction Affecting Public Safety, submit an erection plan signed and sealed by the Specialty Engineer to the Engineer at least four weeks prior to erection commencing. Include, as part of this submittal, signed and sealed calculations and details for any falsework, bracing, or other connection supporting the structural elements shown in the erection plan. Unless otherwise specified in the Contract Documents, erection plans are not required for simple span precast prestressed concrete girder bridges with spans of 170 feet or less.

At least two weeks prior to beginning erection, conduct a Pre-erection meeting to review details of the plan with the Specialty Engineer that signed and sealed the plan, and any Specialty Engineers that may inspect the work and the Engineer.

After erection of the elements, but prior to opening of the facility below the structure, ensure that a Specialty Engineer or a designee has inspected the erected member. Ensure that the Specialty Engineer has submitted a written certification to the Engineer that the structure has been erected in accordance with the signed and sealed erection plan.

For structures without temporary supports but with temporary girder bracing systems, perform, as a minimum, weekly inspections of the bracing until all the diaphragms and cross frames are in place. For structures with temporary supports, perform daily inspections until the temporary supports are no longer needed as indicated in the erection plans. Submit written documentation of the inspections to the Engineer within 24 hours of the inspection.

3.1.4.6.5 Crane Pad: For all erection plans required by Section 3 and all planned lifts with the potential to influence a MSE wall or other structure (either new, to remain, or to be removed) provide a signed and sealed evaluation of the crane pad, embankment, and MSE wall/structure stability.

3.1.4.7 Processing of Shop Drawings:

3.1.4.7.1 Contractor Responsibility for Accuracy and Coordination of Shop Drawings: The Contractor shall coordinate, schedule and control all submittals including those of its various subcontractors, suppliers and engineers to provide for an orderly and balanced distribution of the Work.

All shop drawings prepared by the Contractor or its agents (subcontractor, fabricator, supplier, etc.) shall be coordinated, reviewed, dated, stamped, approved and signed by the Contractor prior to submission to the CEI for review. The Contractor's signed approval of drawings submitted shall confirm the Contractor has verified the Work requirements, field measurements, construction criteria, sequence of assembly and erection, access and clearances, catalog numbers and other similar data. Each series of drawings shall indicate the specification section and page or drawing number of the Contract plans to which the submission applies. The Contractor shall indicate on the shop drawings all deviations from the Contract drawings and shall itemize all deviations in the letter of transmittal. Likewise, whenever a submittal does not deviate from the Contract plans, the Contractor shall also clearly state so in the transmittal letter.

The Contractor shall schedule the submission of shop drawings to allow for a 45 calendar day review period by the CEI. The review period commences upon receipt of the Contractor's submittal by the CEI as stipulated in 3.1.4.5 and terminates upon transmittal of the submittal back to the Contractor by the CEI. The Contractor shall adjust its schedules so that a 30 calendar day period is provided for each re-submittal.

It is incumbent upon the Contractor to submit shop drawings to facilitate expeditious review. Voluminous submittals of shop drawings at one time are discouraged and may result in increased review time. The submittal/re-submittal clock will start upon receipt of a valid submittal. A valid submittal shall include all the minimum requirements outlined in 3.1.4.4. CFX will not be liable to the Contractor for resulting delays, added costs and/or related damages when the actual time required for approval extends beyond the 45 day and 30 day review periods shown above.

Only CEI approvals of miscellaneous submittals and red ink stamps on shop drawings are valid and any Work performed in advance of approval will be at the Contractor's risk.

3.1.4.7.2 Scope of Review by CEI: The review of the shop drawings by the CEI shall be for conformity to the Contract requirements and intent of design and not for the adequacy of the means, methods, techniques, sequences and procedures proposed for construction. Review by the CEI does not relieve the Contractor of responsibility for dimensional accuracy to assure field fit and for conformity of the various components and details.

3.1.4.7.3 Special Review by CEI of Shop Drawings for Construction Affecting Public Safety: For Construction Affecting Public Safety, the CEI will make an independent review of all relevant shop drawings and similar documents in order to verify the safety of the intended construction and construction of the permanent Work shall not proceed until receipt of the CEI's approval. The requirement herein does not supercede the Contractor's duty and responsibility for all safety provisions, public and/or otherwise, for the Project.

3.1.4.8 Avoidance of Conflict of Interest: Neither the CEI, the Consultant nor any design engineer who participated in the design phase of the Project can be engaged by the Contractor to perform Work as the Contractor's Specialty Engineer unless expressly approved in writing by CFX.

3.1.4.9 Other Requirements for Shop Drawings for Bridges:

3.1.4.9.1 Shop Drawings for Structural Steel and Miscellaneous Metals: Shop drawings shall be furnished by the Contractor for structural steel and miscellaneous metals. Shop drawings shall consist of working, shop and erection drawings, welding procedures and other working plans, showing details, dimensions, sizes of material, and other information necessary for the complete fabrication and erection of the metal work.

3.1.4.9.2 Shop Drawings for Concrete Structures: Shop drawings shall be furnished by the Contractor for such details as may reasonably be required for the effective prosecution of the Work and which are not included in the plans furnished by CFX. These may include details of falsework, shoring, special erection Equipment, bracing, centering, formwork, masonry layout diagrams and diagrams for bending reinforcing steel in addition to any details required for concrete components for the permanent Work.

3.1.4.9.3 Shop Drawings for Major and Unusual Structures: In addition to any other requirements, no less than 60 days from the start of Work as shown in the latest CPM, the Contractor shall submit information to the CEI outlining Contractor's overall approach to the Project. Where applicable to the Project, this information shall include but need not be limited to items such as:

(1) Overall construction program for the duration of the Contract. milestone dates should be clearly shown. (For example; the need to open a structure by a certain time for traffic operations.)

(2) Overall construction sequence. The order in which individual structures are to be built, the sequence in which individual spans of girders or cantilevers are erected and the sequence in which spans are to be made continuous.

(3) The general location of any physical obstacles to construction that might impose restraints or otherwise affect the construction and an outline of how the Contractor intends to deal with such obstacles as it builds the structure(s). (For example; obstacles might include road, rail and waterway clearances, temporary diversions, transmission lines, utilities, property and the Contractor's own temporary Work such as haul roads, cofferdams, plant clearances and the like.)

(4) The approximate location of any special lifting Equipment in relation to the structure including clearances required for the operation of the Equipment. (For example; crane positions and operating radii and the like.)

(5) The approximate location of any temporary falsework and conceptual outline of any special erection Equipment. (The precise locations and details of attachments, fixing devices, loads etc. will be covered under later detailed submittals.)

(6) An outline of the handling, transportation and storage of fabricated components, such as girders or concrete segments. (Precise details will be covered under later detailed submittals).

(7) Any other information pertinent to the Contractor's proposed scheme or intentions.

The above information shall be clear and concise and shall be presented on as few drawings as possible in order to provide an overall, integrated summary of the Contractor's intentions and approach to the Project. These drawings are for information, review planning and to assess the Contractor's approach in relation to the intent of the original design. Their delivery to and receipt by the CEI shall not constitute any acceptance or approval to the proposals shown thereon. The details of such proposals shall be the subject of subsequent detailed shop drawing submittals. Variations from these overall scheme proposals shall be covered by timely revisions and re-submittals.

3.1.4.10 Corrections for Construction Errors: For Work that is constructed incorrectly or does not conform to the requirements of the Contract drawings or Specifications, the Contractor has the prerogative to submit an acceptance proposal to the CEI for review and disposition. Any such proposal will be judged both for its effect on the integrity and maintainability of the structure or component thereof and also for its effect on Contract administration.

Any proposal judged by the CEI to infringe on the structural integrity or maintainability of the structure will require a technical assessment and submittal by the Contractor's Specialty Engineer as described in 3.1.4.5.4.
The cost of carrying out all approved corrective construction measures shall be entirely at the Contractor's expense.

Notwithstanding any disposition on the compensation aspects of the defective Work, the CEI's decision on the technical merits of a proposal shall be final.

3.1.4.11 Modifications for Construction: Where the Contractor is permitted to make modifications to the permanent Work for the purposes of expediting the Contractor's chosen construction methods, Contractor shall submit its proposals to the CEI for review and approval. Proposals for modifications shall be submitted under the shop drawing process.

Minor modifications shall be limited to those items that in the opinion of the CEI do not significantly affect the quantity of measured Work nor the integrity or maintainability of the structure or its components.

Major modifications are any modifications that in the opinion of the CEI significantly affect the quantity of measured Work or the integrity or maintainability of the structure or its components. (For example, substitutions of alternative beam sizes and spacing, change of material strength or type, and the like.)

The CEI's decision on the delineation between a minor and a major modification and disposition on a proposal shall be final.

3.1.4.12 Cost of Shop Drawings: The Contract Prices shall include the cost of furnishing shop and working drawings and the Contractor will be allowed no extra compensation for such drawings.

3.2 Coordination of Plans and Specifications

The Plans, Specifications and all supplementary documents are integral parts of the Contract and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete Work. In addition to the Work and Materials specifically identified as being included in any specific pay item, additional incidental Work not specifically mentioned will be included in such pay item when shown in the Plans or if indicated or obvious and apparent as being necessary for proper completion of the Work.

In case of discrepancy, the governing order of the documents shall be as follows:

1. The Contract,
2. The Memorandum of Agreement,
3. The Addenda (if any), modifying the General Specifications, Technical Specifications, Special Provisions, Technical Special Provisions (if any), Plans or other Contract Documents,
4. The Plans,
5. The Special Provisions,
6. The Technical Special Provisions (if any),
7. The Technical Specifications,
8. The General Specifications,
9. The Standard Specifications,
10. The Standard Plans, and
11. The Proposal.

Computed dimensions shall govern over scaled dimensions.

3.3 Conformity of Work with Plans

All Work performed, and all Materials furnished shall be in reasonably close conformity with the lines, grades, cross sections, dimensions and material requirements, including tolerances, shown on the Plans or indicated in the Specifications.

In the event CFX finds that the Materials or the finished product in which the Materials are used are not within reasonable close conformity with the Plans and Specifications, but that reasonably acceptable Work has been produced, CFX will make a determination if the Work will be accepted and remain in place. In this event, CFX will document the basis of acceptance by Contract modification which will provide for an appropriate adjustment in the Contract price for such Work or Materials as CFX deems necessary to conform to CFX's determination based on engineering judgment.

In the event CFX finds that the Materials or the finished product in which the Materials are used, or the Work performed are not in reasonable close conformity with the Plans and Specifications and have resulted in an inferior or unsatisfactory product, the Work or Materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor.

For base and surface courses, the finished grade may vary as much as 0.1 foot from the grade shown on the Plans, provided that all template and straightedge requirements are met and that suitable transitions are affected.

3.3.1 As-Built Drawings: During the entire construction operation, both the CEI and the Contractor shall maintain independent, separate records of all deviations from the plans and specifications including Requests for Information (RFI), field directives, sketches, etc. The Contractor shall submit a draft of the as-built drawings, including all deviations, to the CEI no less than once every two months for review. A minimum submittal would be a pdf with all changes in red, accurately plotted. The Contractor's as-built drawings shall be reviewed regularly throughout the course of the project by the CEI. The Contractor's final as-built drawing submittal shall also include cross-sections, prepared by a registered surveyor, of all retention ponds in the Project limits. The Contractor's final as-built drawings shall be submitted within 15 days of the Project acceptance or termination of Work.

3.4 Pre-Award Meeting

The Plans and Specifications will be reviewed in a joint pre-award meeting between the Contractor's key personnel and CFX representatives. The purpose of the meeting will be to address all questions or differences in interpretations of the documents and to provide clarifications. The meeting will also provide the opportunity for the Contractor to disclose advantages that may have been gained through a strict and literal interpretation of the bid documents. If the Contractor suspects or believes, based on its prior experience, or on the overall specifications, that a literal interpretation of one or more specifications may not reflect CFX's intentions or desires, the Contractor shall disclose such belief at this meeting. CFX will make a determination as to whether or not any adjustments to the Plans, Specifications and/or bid price are appropriate and desired and will make such corrections and interpretations as CFX deems necessary to reflect the intent of the Plans and Specifications.

A Memorandum of Agreement will be prepared by CFX summarizing the results of the meeting. Except as noted in the Memorandum of Agreement, the Contractor shall certify there are no known errors or omissions in the Plans, Specifications and other Contract Documents before the Contract is executed. The memorandum will be signed by CFX and a representative of the Contractor authorized to act on behalf of the Contractor and will be made a part of the Contract Documents.

Notwithstanding that the pre-award meeting is mandatory as to the Contractor, and notwithstanding that the items to be agreed upon at the pre-award meeting shall become terms of the ultimate Contract, the Contractor expressly acknowledges and agrees that all of the essential terms of the ultimate Contract are contained in the Bid and Bidding Documents, and all issues addressed at the pre-award meeting are deemed non-essential to the existence of the Contract, unless (i) it is discovered that the Contractor misrepresented any item of the Bid, or (ii) CFX determines that the Bid does not conform to the specifications of the Bidding Documents.

3.5 Orders and Instructions

The supervision of the execution of the Contract is vested wholly in the Contractor. The orders, instructions, directions or requests of CFX may come directly from CFX or may be given through CFX's designated representative. The Contractor shall designate a representative to receive such instructions, directions or requests and failing to do so, will be held responsible for the execution of them.

CFX will have the right to suspend the Work wholly or in part for such period or periods as may be deemed necessary due to failure on the part of the Contractor to carry out orders given to perform any or all provisions of the Contract. The Contractor shall not suspend the Work and shall not remove any Equipment, tools, lumber or other Materials without the written permission of CFX.

3.5.1 Observation of the Work: CFX will have free access to the Materials and the Work at all times for measuring or observing the same, and the Contractor shall afford either or both all necessary facilities and assistance for so doing.

After written authorization to proceed with the Work, CFX or its designated representative will:

3.5.1.1 Make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine in general if the Work is proceeding in accordance with the Plans and Specifications. CFX will not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work, will not be responsible for the construction means, methods, procedures, techniques and will not be responsible for the Contractor's failure to perform the construction Work in accordance with the Plans and Specifications. CFX will not be responsible for safety precautions and procedures concerning the Work. During such visits and based on on-site observations, CFX may disapprove Work as failing to conform to the Plans and Specifications.

3.5.1.2 Check and approve samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of Materials and Equipment and other data which the Contractor is required to submit, only for conformance with the design concept of the Project and compliance with the information given by the Plans and Specifications.

3.5.1.3 Conduct, in company with the Contractor, a final inspection of the Project for conformance with the design concept of the Project and compliance with the information given by the Plans and Specifications.

3.5.1.4 Prepare final record drawings.

3.5.2 Examination of the Work: The authority and duties of the CEI, if one is so designated by CFX, are limited to examining the material furnished, observing the Work done and reporting its findings to CFX. Neither CFX nor the CEI underwrites, guarantees or ensures the Work done by the Contractor. It is the Contractor's responsibility to perform the Work in all details in accordance with the Plans and Specifications. Failure by any representative of CFX engaged in on-the-site observation to discover defects or deficiencies in the Work of the Contractor shall never, under any circumstances, relieve the Contractor from the Contractor's liability therefore.

The CEI will have no authority to permit deviation from or to modify any of the provisions of the Plans or Specifications without the written permission or instruction of CFX or to delay the Contractor by failure to observe the Materials and Work with reasonable promptness.

The CEI will not have authority to supervise, direct, expedite or otherwise control the Contractor's means, methods, techniques or sequences of construction. The CEI may only advise the Contractor when it appears that the Work and/or Materials do not conform to the requirements of the Contract Documents.

The payment of any compensation, irrespective of its character or form or the giving of any gratuity, or the granting of any valuable favor, directly or indirectly, by the

Contractor to any project representative is strictly prohibited, and any such act on the part of the Contractor will constitute a violation of the Contract.

If the Plans, Specifications, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested or approved by someone other than the Contractor, the Contractor shall give CFX timely notice of readiness therefore. The Contractor shall furnish CFX the required certificates of inspection, testing or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Materials, and/or the American Association of State Highway and Transportation Officials, such other applicable organizations as may be required by law, or the Plans and Specifications. If any such Work required so to be inspected, tested or approved is covered without written approval of CFX, it must, if requested by CFX, be uncovered for observation at the Contractor's expense. The cost of all such inspections, tests and approvals shall be borne by the Contractor unless otherwise provided.

3.5.3 Communications: Prior to the start of the Work, CFX will advise the Contractor as to how communications between CFX and Contractor will be handled. Thereafter, whenever reference is made to required communication between the Contractor and CFX, such communication, to be given consideration, must be addressed in accordance with the approved procedure.

3.6 Engineering and Layout

3.6.1 Control Points Furnished by CFX

CFX will provide control points and benchmarks as identified in the Plans along the line of the Project to facilitate the proper layout of the Work. A walk-through of the Project by the Consultant's surveyor will be provided to the Contractor to facilitate field location of these points. The Contractor shall preserve all reference points and benchmarks furnished by CFX.

As an exception to the above, if the Plans do not show a centerline or other survey control line for construction of the Work (e.g., resurfacing, safety modifications, etc.) CFX will provide only points marking the beginning and ending of the Project and all exceptions.

3.6.2 Furnishing of Stake Material

The Contractor shall furnish all stakes, templates and other Materials necessary to establish and maintain the lines and grades necessary for control and construction of the Work.

3.6.3 Layout of Work

Using the control points furnished by CFX in accordance with 3.6.1 above, the Contractor shall establish all horizontal and vertical controls necessary to construct the Work in conformance with the Plans and Specifications. The horizontal and vertical controls shall include performing all calculations required and setting all stakes needed such as grade stakes, offset stakes, reference point stakes, slope stakes and other reference points or marks necessary to provide lines and grades for construction of all roadway, bridge and miscellaneous items. The Contractor shall also establish all horizontal and vertical controls necessary to perform utility construction required to be performed by the Contractor. The Contractor shall maintain and protect the required station identification stakes in their correct and appropriate locations. Failure to comply with this provision will result in the withholding of the Contractor's partial payments.

The Contractor shall provide CFX with survey assistance for subsoil excavation quantities and other Project quantities as required by CFX.

3.6.4 Specific Staking Requirements

In circumstances involving new base construction, the Contractor shall set stakes to establish lines and grades for subgrade base, curb and related items at intervals along the line of Work no greater than 50 feet on tangents and 25 feet on curves. Grade stakes shall be set at locations directed by the CEI to facilitate checking of subgrade, base and pavement elevations in crossovers, intersections and irregular shaped areas. If Automated Machine Guidance (AMG) is utilized, set stakes as needed to document quantities. Use of AMG will require an approved Work Plan that describes portions of Work performed with AMG, system components including software, prior experience using this AMG system, site calibration procedures, and quality control procedures. Provide a man rover and a digital model for CEI verification.

For bridge construction stakes and other controls, the Contractor shall set references at intervals sufficient to assure that all components of the structure are constructed in accordance with the lines and grades shown on the Plans.

If the Plans do not show a centerline or other survey control line for construction of the Work (e.g., resurfacing, safety modifications, etc.), only such stakes as are necessary for horizontal and vertical control of Work items will be required.

For resurfacing and resurfacing/widening Work, the Contractor shall establish horizontal controls adequate to assure that the asphalt mix added coincides with the existing pavement. In tangent sections, horizontal control points shall be set at 100-foot intervals by an instrument survey. In curve sections, horizontal control points shall be set at 25-foot intervals by locating and referencing the centerline of the existing pavement.

The Contractor shall establish, by an instrument survey, and mark on the surface of the finished pavement at 25-foot intervals, points necessary for striping of the finished roadway. For resurfacing and resurfacing/widening Work these points shall be established in the same manner as for horizontal control of paving operations. Marks shall be made in white paint. If striping is included in the Work to be done by the Contractor an alternate method of layout of striping may be approved by the CEI provided that the alignment achieved is equal to or better than that which would be achieved using an instrument survey.

A station identification stake shall be set at each right of way line at 100-foot intervals and at all locations where a change in right of way width occurs. Each stake shall be marked with painted numerals of sufficient size to be readable from the roadway and corresponding to the Project station at which it is located. Where Plans do not show right of way lines, station identification stakes shall be set at locations and intervals appropriate to the type of Work being done. For resurfacing and resurfacing/widening Work, station identification stakes shall be set at 200-foot intervals.

3.6.5 Personnel, Equipment, and Record Requirements

The Contractor shall employ only competent personnel and use only suitable equipment in performing layout Work. The Contractor shall not engage the services of any person or persons in the employ of CFX for performance of layout Work.

Adequate field notes and records shall be kept as layout Work is accomplished. These field notes and records shall be available for review by the CEI as the Work progresses and copies shall be furnished to the CEI at the time of completion of the Project. Any review of the Contractor's field notes or layout Work by CFX and the acceptance of all or any part thereof, shall not relieve the Contractor of responsibility to achieve the lines, grades, and dimensions shown in the plans and indicated in the specifications.

Prior to final acceptance of the Project, the Contractor shall mark in a permanent manner on the surface of the completed Work all horizontal control points originally furnished by CFX.

3.6.6 Global Navigation Satellite Systems (GNSS) Work Plan

If used, submit a comprehensive written GNSS Work Plan to the Engineer for review and acceptance at the preconstruction conference or at least 30 days before starting work using GNSS. Update the plan as necessary during construction and notify CFX of all changes. The GNSS Work Plan shall describe how GNSS enabled Automated Machine Guidance technology will be integrated into other technologies employed on the project. At a minimum, the GNSS Work Plan will include the following:

1. Designate which portions of the Contract will be done using GNSS enabled Automated Machine Guidance and which portions will be constructed using conventional survey methodology.
2. Describe the manufacturer, model, and software version of the GNSS equipment.
3. Provide information on the qualifications of Contractor staff. Include formal training and field experience. Designate a single staff person as the primary contact for GNSS technology issues.
4. Describe how project control will be established. Include a list and map showing control points enveloping the site.
5. Describe site calibration procedures. Include a map of the control points used for site calibration and control points used to validate the site calibration. Describe the frequency of site calibration and how site calibration will be documented. At a minimum, verify the site calibration twice daily.
6. Describe the Contractor's quality control procedures for verifying mechanical calibration and maintenance of construction and guidance equipment. Include the frequency and type of verification performed to ensure the constructed grades conform to the Contract Documents.

Keep on site and provide upon request, a copy of the project’s most up-to-date GNSS Work Plan at the project site.

3.6.7 Payment

The cost of performing the layout Work as described above shall be included in the Contract unit prices for the various items of Work to which it is incidental.

3.7 Contractor's Supervision

3.7.1 Prosecution of Work

The Contractor shall give the Work the attention necessary to assure the scheduled progress is maintained. The Contractor shall cooperate with CFX and other contractors at Work in the vicinity of the Project.

3.7.2 Contractor's Superintendent

The Contractor shall have a competent superintendent on the Project at all times with the ability to speak and understand the English language. The superintendent shall be thoroughly experienced in the type of Work being performed and shall have full authority to execute the orders or directions of the CEI and to promptly supply or have supplied, any Materials, tools, equipment, labor and incidentals which may be required. The superintendent shall be provided regardless of the amount of Work sublet.

Prior to commencement of Work on the Project, the Contractor shall provide CFX with a written list of supervisory personnel that will be assigned to the Project. The Contractor shall not replace any of the listed personnel without written notice to CFX except under extraordinary circumstances. The Contractor shall not assign any supervisory personnel to the Project, whether initially or as a substitute, against whom CFX may have reasonable objection. CFX's acceptance of any supervisory personnel may be revoked based on reasonable objection after due investigation, in which case the Contractor shall submit an acceptable substitute. No acceptance by CFX of any such supervisory personnel shall constitute a waiver of any right of CFX to reject defective Work. The foregoing requirement shall also extend to Subcontractor's supervisory personnel.

3.7.3 Supervision for Emergencies

The Contractor shall have a responsible person available at or reasonably near the Work site on a 24-hour basis, 7 days per week. This individual shall be designated as the Contractor's contact in emergencies and in cases where immediate action must be taken to maintain traffic or to handle any other problem that might arise. The contact person shall have the ability to speak and understand the English language.

The Contractor shall submit the phone numbers and names of personnel designated to be contacted in cases of emergency, along with a description of the project location, to CFX's Troop Master Sergeant of the Florida Highway Patrol and other local law enforcement agencies. A copy of these submittals shall also be provided to

the CEI as part of the Contractor's Maintenance of Traffic Plan. Approval of the Maintenance of Traffic Plan will be withheld until these submittals are provided.

3.7.4 Worksite Traffic Supervisor

The Contractor shall have a Worksite Traffic Supervisor who shall be responsible for initiating, installing and maintaining all traffic control devices required for maintenance of traffic. The Worksite Traffic Supervisor shall have at least 1 year of experience directly related to worksite traffic control in a supervisory or responsible capacity and shall be certified by the American Traffic Safety Services Association under its Worksite Traffic Supervisor Certification Program, or an FDOT-approved advanced training Provider. Approved advanced training Providers will be posted on the FDOT's web site at the following URL address: http://www.motadmin.com/find-a-training-provider.aspx

The Worksite Traffic Supervisor shall be available on a 24-hour per day basis and shall be present to direct the initial setup of the traffic control plan. The Worksite Traffic Supervisor shall review the Project daily, be involved in all changes to traffic control and have access to all equipment and Materials needed to maintain traffic control and handle traffic related situations.

The Worksite Traffic Supervisor shall ensure that safety deficiencies are corrected immediately. In no case shall minor deficiencies, which are not immediate safety hazards, remain uncorrected for more than 24 hours. The Worksite Traffic Supervisor shall be available on the site within 45 minutes after notification of an emergency and be prepared to positively respond to repair the Work zone traffic control or to provide alternate traffic arrangements.

Failure by the Contractor to maintain a designated Worksite Traffic Supervisor may result in temporary suspension by CFX of all activities except traffic and erosion control and other activities deemed necessary for Project maintenance and safety.

3.8 General Inspection Requirements

3.8.1 Cooperation by Contractor

The Contractor shall provide CFX with every reasonable facility for ascertaining whether the Work performed and Materials used are in accordance with the requirements and intent of the Plans and Specifications. If CFX so requests, the Contractor shall, at any time before final acceptance of the Work, remove or uncover such portions of the finished Work as may be directed. After examination, the Contractor shall restore the uncovered portions of the Work to the standard required by the Specifications. If the exposed or examined Work is determined to be unacceptable, the cost of uncovering and/or removal and replacement of the covering

or making good of the parts removed, shall be at the Contractor's expense. The Contractor shall revise and upgrade both construction and testing procedures to prevent a recurrence of the conditions that contributed to the unacceptable Work. If the exposed or examined Work is determined to be acceptable, the cost of uncovering and/or removal and replacement of the covering or making good of the parts removed, shall be paid for as unforeseeable Work.

The Contractor shall give the CEI 24 hours advance notice whenever the Contractor intends to perform Work during other than normal daylight hours. On such occasions, the Contractor's supervisor and sufficient workmen shall be present to undertake the Work in a satisfactory manner. No additional compensation will be made to the Contractor for Work performed during such off periods.

The Contractor shall notify the CEI in writing prior to beginning pumping or dewatering activity in any new location on the project or the resumption of pumping after an interruption in any location. Pumping and discharge activities shall be discussed at each weekly progress meeting. Contractor will satisfy permit requirements at any pumping or dewatering activity.

3.8.2 Failure of CFX to Reject Work During Construction

If CFX should fail to reject defective Work or Materials, whether from lack of discovery of such defect or for any other reason, such failure to reject will not prevent CFX from subsequently rejecting defective Work when such defective Work is discovered or obligate CFX to final acceptance of the defective Work. The Contractor shall make no claim for losses suffered due to any necessary removals or repairs of such defects.

3.8.3 Failure to Remove and Renew Defective Materials and Work

If, within the time frame indicated in writing from CFX, the Contractor fails or refuses to remove and renew any defective Materials used or Work performed or fails or refuses to make necessary repairs in an acceptable manner, CFX shall have the right to repair or replace or have repaired or replaced, the unacceptable or defective Materials or Work. All costs incurred by CFX for repairs or replacements shall be paid for from moneys due, or which may become due, the Contractor, or may be charged against the Contractor's Public Construction Bond.

Continued failure or refusal by the Contractor to make necessary repairs promptly, fully and in an acceptable manner shall be sufficient cause for CFX, at its sole discretion and option, to perform the Work with its own forces or to contract with any individual, firm or corporation to perform the Work. Costs incurred by CFX shall be paid for from moneys due or which may become due the Contractor or may be charged against the Contractor's Public Construction Bond.

3.9 Final Inspection and Acceptance

3.9.1 Maintenance Until Final Acceptance

Until final acceptance by CFX, the Work shall be under the charge and custody of the Contractor. The Contractor shall take every necessary precaution against injury or damage to the Work by the action of the elements or from any other cause whatsoever arising either from the execution or non-execution of the Work and shall rebuild, repair, restore and make good, without additional compensation, all injury or damage to any portion of the Work including extensive or catastrophic damages.

The Contractor shall provide, at Contractor's expense, all temporary electrical power and lighting necessary for Contractor's operations under the Contract.

On new alignments, the Contractor shall be responsible for all electric bills until Final Acceptance of the project or until such time as CFX takes beneficial use of the alignment or portion thereof, whichever occurs first. Once installed, the roadway lighting shall remain in use and be maintained by the Contractor until Final Acceptance. The Contractor shall be responsible for payment of the electric bills until Final Acceptance at which time payment will be the responsibility of CFX.

3.9.2 Inspection for Substantial Completion

Prior to the inspection for Substantial Completion, the CEI may provide the Contractor with various deficiency lists. These lists are intended to assist the Contractor in preparing for Substantial Completion and are not to be considered as the Punch List discussed in Section 3.9.3.

Contractor shall submit a written request for semi-final inspection to the CEI a minimum of 14 days prior to the target Substantial Completion date and allow up to 14 days following any request for semi-final inspection for the CEI to perform the inspection and develop the Punch List in accordance with Section 3.9.3.

If any pay item Work is determined to be incomplete by the CEI during the semi-final inspection, in whole or in part, the CEI will give the Contractor a deficiency list of outstanding items required to be addressed. Upon satisfactory completion of the outstanding items, the Contractor shall notify the CEI and request another inspection for Substantial Completion.

If, at the semi-final inspection, it is determined that all pay item Work has been installed and the conditions of Substantial Completion have been met as defined in Section 1.3, written notification of Substantial Completion, including a Punch List, will be furnished by the CEI. The Punch List will meet the requirements of Section 3.9.3.

If all construction provided for and contemplated by the Contract is deemed complete and acceptable to the CEI at the semi-final inspection, such inspection shall constitute the final inspection in accordance with Section 3.9.4.

3.9.3 Punch List

3.9.3.1 Review, Development, and Delivery Timelines: The CEI will develop and furnish a Punch List to the Contractor upon issuance of written notice of Substantial Completion. The Punch List will include an estimated cost to complete each listed item, including without limitation the deliverables listed in Section 7.9. The estimated cost to complete items on the Punch List will be determined solely by the CEI. If the Punch List is not furnished upon issuance of Substantial Completion, Contract time will be adjusted by the number of days it is provided beyond the Substantial Completion date, pursuant to Section 6.7.3.1 and the applicable timeframes provided in Section 218.735(7), Florida Statutes.

3.9.3.2 Release of Retainage: Upon issuance of the Punch List, the CEI will process an interim estimate to pay the remaining balance of completed Work, including any retainage withheld by CFX, less an amount equal to 150% of the estimated cost to complete all items on the Punch List. The following notwithstanding:

A. CFX shall not be required to pay or release any amounts that are subject to good faith dispute made in writing pursuant to the Contract or that is the subject of a claim brought pursuant to Section 255.05, Florida Statutes, the amount for which CFX may hold in addition to 150% of the estimated cost to complete the items on the Punch List.

B. Warranty work and items not included on the Punch List cannot be used as a basis to withhold final payment for retainage.

C. Any failure to include any corrective work or pending items not yet completed on the Punch List shall not alter the responsibility of the Contractor to complete all the construction services purchased pursuant to this Contract. Additionally, all items that require correction under this Contract that are identified after the preparation and delivery of the Punch List remain the obligation of the Contractor as otherwise provided for in this Contract.

D. The estimated costs on the Punch List shall not in any manner be construed as increasing the Contract Price or adding any additional payment obligation on CFX. Instead, such estimated costs shall be used only for the purpose of calculating the amount of payment that CFX may continue to hold as retainage prior to the Contractor's completion of the items on the Punch List in accordance with applicable Florida law.

E. Upon completion of all items on the Punch List, payment for all remaining withholdings and retainage will be made in accordance with Section 7.9. If a good faith dispute exists as to whether one or more items identified on the Punch List have been completed pursuant to the Contract, CFX may continue to withhold up to 150% of the total costs to complete such items.

3.9.4 Final Inspection

When all items on the Punch List have been addressed, submit a written request for final inspection to the CEI. The final inspection will be made within seven days of such request. If any Punch List items are determined to be incomplete by the CEI during the final inspection, the CEI will detail the outstanding items required to achieve acceptance. Correct any outstanding items until the CEI accepts all Work.

3.9.5 Final Acceptance

When the entire Work of the Project contemplated by the Contract has been completed acceptably, as determined by the CEI, the Contractor will be given a written notice of final acceptance.

3.9.6 Recovery Rights Subsequent to Final Payment

CFX reserves the right for a period of 60 months following Final Acceptance, if CFX or its agents discovers an error in the partial or final estimates, or discovers that the Contractor performed defective Work or used defective materials, after the final payment has been made, to claim and recover from the Contractor or Contractor's surety, or both, by process of law, such sums as may be sufficient to correct the error or make good the defects in the Work and materials.

3.10 Audit and Examination of Contract Records and Bid Records

CFX reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Bid Records (as herein defined) of the Contractor or any subcontractor. By submitting a Bid, the Contractor or any first or second tier subcontractor submits to and agrees to comply with the provisions of this Article. In addition, the Contractor shall be entitled to enter into subcontracts with proper CFX approval provided that all subcontracts shall include the same or similar terms as are in this Contract with respect to subcontractors, providing CFX with equal or greater protections than herein.

If CFX requests access to (or review and copy of) any Contract Records or Bid Records and the Contractor refuses such access or review, the Contractor shall be in default under its Contract with CFX. Such refusal shall, without any other or additional actions, constitute

grounds for disqualification of the Contractor. This provision shall not be limited in any manner by the existence of any Contractor claims or pending disputes resolution or arbitration relating to the Contract. Disqualification or suspension of the Contractor for failure to comply with this section shall also preclude the Contractor from acting in the future as a subcontractor of another contractor doing work for CFX during the period of disqualification.

Disqualification shall mean the Contractor is not eligible for and shall be precluded from continuing current Work or doing future work for CFX until reinstated by CFX.

The Contractor shall preserve all Bid Records and Contract Records for the entire term of the Contract and for a period of three years after the later of: (i) final acceptance of the Project by CFX or (ii) until all claims (if any) regarding the Contract are resolved.

Contract Records shall include but not be limited to, all information, letters, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes, agreements, supporting documents, any other papers or preserved data related to the Contract or the Contractor's performance of the Contract determined necessary by CFX for any purpose. Bid Records shall include but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by the Contractor in determining labor, unit price, or any other component of a bid submitted to CFX. Bid Records shall also include but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subcontractors, truckers or material suppliers, profit contingencies and any manuals standard in the industry that may be used by the Contractor in determining its bid. These manuals shall be included in the Bid Records by reference and shall show the name and date of the publication and the publisher.

As a condition precedent to Contractor initially filing (and thereafter processing) any claim with CFX for additional compensation, damages, costs, time extensions or other matters in the nature of a Supplemental Agreement or which will have monetary consequences to CFX, Contractor shall (before and after filing a claim) fully comply with CFX's request to audit or examine the Contractor's Contract Records or Bid Records. Non-compliance shall be the basis for and result in dispute resolution being abated or the claim being dismissed until compliance occurs. Re-filing of the claim (and removal of disqualification) shall not occur unless the Contractor also reimburses CFX for costs and attorney's fees incurred in connection with the audit request and disqualification.

The purpose of this provision and requirement is to assure that CFX has full information with respect to any Contractor claims so as to expedite dispute resolution, processing and satisfying bona fide claims.

3.11 Escrow of Bid Records

Prior to the Contract becoming binding on CFX, the following procedure shall have been timely implemented to secure the Contractor's Bid Records to the satisfaction of CFX:

1. The Contractor, in the company of the CEI, shall rent a safe deposit box, at a bank in Orange, Seminole, Osceola, Lake or Brevard County, of adequate size to hold the original or a legible copy of the Bid Records used by the Contractor and all subcontractors to prepare its bid. The Bid Records, enclosed in a separate sealed container or containers, shall be deposited in the box at that time. The container(s) shall be clearly marked "Bid Records" with the face of the container(s) showing the Contractor's name, address, date of submittal and Project number.

2. Only the Contractor's representative(s) shall sign the signature card required by the bank to allow subsequent access to the box. The Contractor shall request a maximum of two keys to the box which shall be given to the CEI. The CEI will tag the keys, in the presence of the Contractor, with the name of the Contractor, the Project number, the name and location of the bank and the box number.

3. At the time the Bid Records are secured in the safe deposit box, the Contractor shall submit to the CEI an affidavit, signed under oath by the Contractor, listing each Bid Record submitted by author, date, nature and subject matter. By executing this affidavit, the Contractor waives the right to use, directly or indirectly, any Bid Record, other than the Bid Records placed in escrow in the sealed container(s), in any dispute arising out of the Contract. Failure by the Contractor to provide the affidavit will be sufficient cause for CFX to nullify the award of the Contract to the Contractor. The Contractor's Proposal Bond shall be forfeited, and the full amount of the bond shall be paid to CFX as stipulated for liquidated damages.

4. The CEI will transport the keys to CFX's office where the Director of Construction or his authorized representative will sign a receipt acknowledging acceptance of the keys on behalf of CFX. A copy of the receipt will be transmitted to the Contractor.

The keys will be stored in a secure location in CFX's office until such time as any of the following occurs: (i) the Contractor requests that the Bid Records be released to CFX in support of a claim by the Contractor for an adjustment in time or money under Article 2.4 of these General Specifications; (ii) the Contractor requests that the Bid Records be released to CFX as a result of the Contractor initiating arbitration against CFX; (iii) the Contractor requests that the Bid Records be released to CFX for any other reason; or (iv) the Contract

has been satisfactorily completed and the Project accepted by CFX, in writing, and the Contractor has executed a binding release of all claims and potential causes of action related to the Contract. Under any of these circumstances, the CEI will obtain the keys from CFX's office and, in the company of the Contractor's representative authorized by the bank signature card to access the safe deposit box, retrieve the Bid Records. The records will be transmitted by the CEI to the party requesting the release.

If the records are being returned as a result of acceptance of the Project by CFX, the Contractor shall sign a receipt acknowledging that the sealed container(s) has/have been returned to the Contractor unopened.

If the Bid Records are opened for any reason, CFX reserves the right to reveal the contents of the records to consultants, experts and legal counsel retained by CFX to assist with claims evaluation and arbitration preparation. Confidentiality of the Bid Records will be protected by CFX insofar as such protection does not conflict with the requirements of the Florida Public Records Act and Florida Sunshine laws.

All costs and fees associated with the rental and maintenance of the safe deposit box shall be paid by the Contractor.

3.12 Prevailing Party Attorney's Fees

If any dispute regarding Contractor claims arising hereunder or relating to the Contract (and the Contractor's Work hereunder) results in binding arbitration, the prevailing party in such arbitration shall be entitled to recover reasonable attorney's fees and costs including costs and expenses of expert witnesses.

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

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

The term "contested claim" or "claims" shall mean the initial written claim(s) submitted to CFX by the Contractor (disputed by CFX) which have not otherwise been resolved prior to the initiation of binding arbitration. Contractor claims or portions thereof which CFX agreed to pay or offered to pay, in writing, prior to initiation of arbitration shall not be deemed contested claims for purposes of this provision. If the Contractor submits a modified, amended or substituted claim after its original claim and such modified, amended or substituted claim(s) is for an amount greater than the prior claim(s), the higher amount shall be the claim(s) for purposes of determining whether the award is at least eighty percent (80%) of the Contractor's claim(s).

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

The term "costs" shall include any and all costs incurred, including without limitation consultant fees, expert witness fees, court reporter costs, photocopy costs, telephone charges and travel expenses, whether or not such costs are provided by statute or contained in the State-Wide Guidelines.

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

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

END OF SECTION 3

SECTION 4 - CONTROL OF MATERIALS

4.1 Acceptance Criteria

4.1.1 General: Acceptance of materials is based on the following criteria. All requirements may not apply to all materials. Use only materials in the work that meet the requirements of these Specifications. The CEI may inspect and test any material, at points of production, distribution and use.

4.1.2 Sampling and Testing: Use the CFX current sample identification and tracking system to provide related information and attach the information to each sample.

Restore immediately any site from which material has been removed for sampling purposes to the pre-sampled condition with materials and construction methods used in the initial construction, at no additional cost to CFX.

Ensure when a material is delivered to the location as described in the Contract Documents, there is enough material delivered to take samples, at no expense to CFX.

4.1.2.1 Pretest by Manufacturers: Submit certified manufacturer's test results to the CEI for qualification and use on CFX projects. Testing will be as specified in the Contract Documents. CFX may require that manufacturers submit samples of materials for independent verification purposes.

4.1.2.2 Point of Production Test: Test the material during production as specified in the Contract Documents.

4.1.2.3 Point of Distribution Test: Test the material at distribution facilities as specified in the Contract Documents.

4.1.2.4 Point of Use Test: Test the material immediately following placement as specified in the Specifications. After delivery to the project, CFX may require the retesting of materials that have been tested and accepted at the source of supply, or may require the testing of materials that are to be accepted by Producer Certification. CFX may reject all materials that, when retested, do not meet the requirements of these Specifications.

4.1.3 Certification:

4.1.3.1 Approved Products List: An Approved Products List (APL) is published and maintained by the FDOT and may be referenced in the Plans and Specifications. The items on the list have basic approval and are generally acceptable to CFX. However, the Contractor is advised that products on the APL are still subject to final approval and acceptance by CFX. The Contractor shall make no claim for additional compensation or extension of Contract time to replace an item on the APL that is rejected by CFX subsequent to execution of the Contract.

4.1.3.2 Contractor Installation Certification: Provide installation certifications as required by the Contract Documents.

4.1.3.3 Manufacturer Material Certification: Submit material certifications for all materials to the Engineer for approval when required by the Specifications. Materials will not be considered for payment when not accompanied by a material certification. Sample material certification forms are available on the Department's website at the following URL: https://www.fdot.gov/materials/administration/resources/library/publications/certifications/sampleforms.shtm. Ensure that the material certification follows the format of the sample form, is submitted on the manufacturer's letterhead and is signed by a legally responsible person employed by the manufacturer.

4.1.4 Warranty and Guaranty: CFX may require the Contractor to warrant and guaranty that certain Materials used in the construction of the Project meet all specification requirements for a specified time period. Warranty and guaranty requirements are specified in the appropriate Specifications sections governing the Materials.

4.2 Designation of a Specific Product as a Criterion ("Or Equal" Clause)

Reference in the Plans or Specifications to any proprietary article, device, product, material or fixture or any form or type of construction, by name, make or catalog number, with or without the words "or equal", shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may use any article, device, product, material or fixture or any form or type of construction, which in the sole opinion of CFX (expressed in writing) is equal, for the purpose intended, to that named and compatible with existing equipment.

4.3 Source of Supply and Quality Requirements

4.3.1 Only Approved Materials to be Used: Only Materials conforming to the requirements of the Specifications, holding a current approval for manufacturing and/or fabrication by the FDOT and approved by CFX shall be used in the Work. Any Materials

proposed for use by the Contractor may be inspected or tested by CFX at any time during preparation or use. No material shall be used in the Work that becomes unfit after approval. Materials containing asbestos will not be allowed.

4.3.2 Notification of Placing Order: The Contractor shall notify the CEI at least 15 days prior to ordering Materials to allow CFX time for sampling and testing.

4.3.2.1 Notification of Quality Assurance Inspection Arrangements for Fabrication of Critical Items: To facilitate quality assurance inspection of critical items, the Contractor shall submit a fabrication schedule for all items requiring commercial inspection. The fabrication schedule shall be submitted to the CEI before or at the pre-construction conference. Fabrication of critical items include, but is not limited to, steel bridge components, overhead cantilevered sign supports with cantilevered arms exceeding 45 feet, movable bridge components or any other item identified as a critical item in the Plans or Specifications.

4.3.3 Approval of Source of Supply: The source of supply for material proposed for use shall be submitted by the Contractor to the CEI for approval. Delivery of material shall not begin until approval of the CEI is received.

Representative preliminary samples of the character and quantity prescribed shall be submitted by the Contractor for examination and testing. If, after trial, the source of supply does not furnish a uniform product or if the product from any source proves unacceptable at any time, the Contractor shall furnish material from other approved sources.

The production of mineral aggregates shall be under a Producer Quality Control Program approved by the FDOT. Proof of such approval shall be submitted to the CEI. The program shall be in accordance with FDOT requirements and procedures for obtaining and maintaining FDOT approval of developed and operational mineral aggregate sources (mines and redistribution terminals) and the FDOT Mineral Aggregate Manual. Individual certification shall be furnished with each haul unit load of Materials shipped attesting that those specific Materials were produced under an FDOT-approved Producer Quality Control Program. Any haul unit load of mineral aggregates received by the Contractor without an individual certification being made available to the CEI will be considered defective.

4.4 Inspection and Tests at Source of Supply

4.4.1 General: If the volume, progress of Work and other considerations warrant, CFX may elect to inspect Materials at the source of supply. However, CFX assumes no obligation to inspect Materials at the source of supply. The responsibility for assuring that Materials are satisfactory rests entirely with the Contractor.

4.4.2 Cooperation by Contractor: The Contractor shall ensure that CFX has free entry and access at all times to the areas of the plant engaged in the manufacture or production of the Materials ordered. Contractor shall bear all costs incurred to provide all reasonable facilities to assist in determining whether the material furnished complies with the requirements of the Specifications.

4.4.3 Retest of Materials: CFX may retest or may require retesting of any Materials which have been tested and accepted at the source of supply after the same have been delivered to the job site. All Materials, which, when retested, do not comply with the requirements of the Specifications, will be rejected; in which case the cost of such retesting shall be at the expense of the Contractor.

4.5 Storage of Materials and Samples

4.5.1 Method of Storage: Store materials in such a manner as to preserve their quality and fitness for the work, to facilitate prompt inspection, and to minimize noise impacts on sensitive receivers. More detailed specifications concerning the storage of specific materials are prescribed under the applicable Specifications. CFX may reject improperly stored materials.

4.5.2 Use of Right-of-Way for Storage: If the CEI allows, the Contractor may use a portion of the right-of-way for storage purposes and for placing the Contractor's plant and equipment. Use only the portion of the right-of-way that is outside the clear zone, which is the portion not required for public vehicular or pedestrian travel. When used, restore the right-of-way to pre-construction condition at no additional cost to CFX or as specified in the Contract Documents. Provide any additional space required at no expense to CFX.

4.5.3 Responsibility for Stored Materials: Accept responsibility for the protection of stored materials. CFX is not liable for any loss of materials, by theft or otherwise, or for any damage to the stored materials.

4.5.4 Storage Facilities for Samples: Provide facilities for storage of samples as described in the Contract Documents and warranted by the test methods and Specifications.

4.6 Defective Materials

Materials not meeting the requirements of these Specifications will be considered defective. The CEI will reject all such materials, whether in place or not. Remove all rejected material immediately from the site of the work and from storage areas, at no expense to CFX.

Do not use material that has been rejected and the defects corrected, until the CEI has approved the material's use. Upon failure to comply promptly with any order of

the CEI made under the provisions of this Article, the CEI will remove and replace defective material and deduct the cost of removal and replacement from any moneys due or to become due the Contractor.

As an exception to the above, the Contractor may submit, upon approval of the CEI, an engineering and/or laboratory analysis to evaluate the effect of defective in place materials. A Specialty Engineer, who is an independent consultant or the Contractor's Engineer of Record as stated within each individual Section, shall perform any such analysis. The CEI will determine the final disposition of the material after review of the information submitted by the Contractor. No additional monetary compensation or time extension will be granted for the impact of any such analysis or review.

END OF SECTION 4

SECTION 5 - LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC

5.1 Laws to be Observed

5.1.1 General: The Contractor shall comply with all Federal, State, county and city laws, by-laws, ordinances and regulations which control the action or operation of those engaged or employed in the Work or which affect Materials used. CFX will acquire environmental permits required by federal, State, County, and local regulatory agencies for all final improvements. CFX will not provide permits for construction means and methods (burning, dewatering, etc.). The Contractor shall be responsible for these.

The Contractor shall indemnify and hold harmless CFX and all its officers, board members, agents, consultants and employees, in the amount of the Contract, against any claims or liability arising from or based on the violation of any such laws, by-laws, ordinances, regulations, orders or degrees by the Contractor or its subcontractors and suppliers.

5.1.2 Plant Quarantine Regulations: The Contractor shall contact the local or other available representatives of the U.S. Department of Agriculture Animal and Plant Health Inspection Service and the Florida Department of Agriculture and Consumer Services to ascertain any current restrictions regarding plant pests which may be imposed by those agencies. Contractor shall remain current with regard to the latest quarantine boundary lines during the construction period. Any restrictions imposed by authorized agencies may affect Contractor's operations involving items such as clearing and grubbing, earthwork, grassing and mulching, sodding, landscaping and other items that may involve the movement of Materials containing plant pests across quarantine lines. Any infringement, damages, remedial activities and/or costs thereof associated with imposed agency restrictions will be borne by the Contractor.

5.1.3 Introduction or Release of Prohibited Aquatic Plants, Plant Pests or Noxious Weeds: The Contractor shall not introduce or release prohibited aquatic plants, plant pests or noxious weeds into the Project limits for any reason. The Contractor shall immediately notify the CEI upon discovery of any prohibited aquatic plants, plant pests or noxious weeds within the Project limits. The Contractor shall not move prohibited aquatic plants, plant pests or noxious weeds and their reproductive parts without a permit from the respective State and/or Federal agency. Prohibited aquatic plants, plant pests and noxious weeds are defined in Rule 16C-52 and Rule 5B-57, Florida Administrative Code. Furnish the CEI, prior to incorporation into the project, with a certification from the Florida Department of Agriculture and Consumer Services, Division of Plant Industry, stating that the sod, hay, straw, and mulch materials are free of noxious weeds, including Tropical Soda Apple.

5.1.4 Compliance with Federal Endangered Species Act: Prior to establishing any off-project activity in conjunction with the Project (e.g., borrow pits, concrete or asphalt plant sites, material or Equipment storage sites), the Contractor shall certify to CFX that the Contractor has made, through the use of a qualified environmental scientist, such investigations as may be necessary to comply with the Federal Endangered Species Act. The Contractor shall immediately notify CFX if the Contractor's investigation reveals the need for a biological assessment to determine what measures, if any, are necessary to mitigate the impact on endangered species. The cost for any required biological assessment or subsequent measures required to mitigate the impact on endangered species shall be solely at the Contractor's expense.

No Work shall be performed on site preparation for any off-project activity until CFX receives the Contractor's certification.

5.1.5 Occupational Safety and Health Requirements: The Contractor shall take precautions necessary for the protection of life, health and general occupational welfare of all persons (including employees of both the Contractor, CFX and all of its officers, agents and consultants) until the Work has been completed and accepted by CFX.

The Contractor and all Subcontractors shall not allow any person employed in performance of the Work to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to health or safety, as determined under the safety and health standards, set forth in Title 29, Code of Federal Regulations, Part 1518 published in the Federal Register on April 17, 1971, as promulgated by the United States Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act, (83 Stat. 96) including any subsequent revisions and updates.

5.1.6 Discovery of Unmarked Human Burial Site: The Contractor shall notify the CEI within two hours of the Contractor's or subcontractor's discovery of an unmarked human burial site. All Contractor or subcontractor activity that may disturb the site shall cease immediately upon discovery of the site. The Contractor shall not resume activity at the burial site until written authorization is received from the CEI.

5.1.7 Insecticides and Herbicides: Contractor shall contact the Local County Extension Office for a list of approved Insecticides or Herbicides. Contractor shall: adhere to all labeling instructions; exercise extreme caution to prevent damage to vegetation adjacent to the treated area; and replace any damage as the result of these Materials being applied outside the designated treatment area at no expense to CFX.

5.2 Permits and Licenses

5.2.1 General: Except as specifically provided for elsewhere in the Specifications, the Contractor shall secure all permits and licenses and give all notices necessary and incidental to the due and lawful prosecution of the Work. The Contractor shall pay all charges and fees for any required licenses and permits.

5.2.2 Whenever the Work under or incidental to the Project requires structures and/or dredge/fill/construction activities within the Project limits in waters of the State, CFX will obtain the necessary permits. Any modifications or revisions to an original permit will also be obtained by CFX provided that it is shown that such modifications or revisions are required to complete the construction operations specifically called for in the Plans or Specifications and within the right-of-way limits.

The Contractor shall be responsible to obtain any permits that may be required for Work performed by the Contractor outside the right-of-way or easements for the Project.

In performing the Work, when under the jurisdiction of any environmental regulatory agency, the Contractor shall comply with all regulations issued by such agencies and with all general, special and particular conditions relating to construction activities of any kind and all permits issued to CFX as though such conditions were issued to the Contractor. The Contractor will be responsible for posting any permit placards in a protected location at the worksite.

In case of any discrepancy between any permit condition and a requirement of the Plans or Specifications, the permit condition shall prevail.

If the permit conditions require Work or the furnishing of Materials not specifically provided for in the basis of payment clause for a pay item, such Work or furnishing of Materials will be considered unforeseeable Work by CFX and the Contractor will be compensated in accordance with Article 2.5 of these General Specifications. Special sequencing or scheduling of operations that may be required by permit conditions will not be considered unforeseeable Work by CFX and no additional compensation will be made to the Contractor.

5.3 Patented Devices, Materials and Processes

Payments to the Contractor are understood to include all royalties and costs arising from patents, trademarks and copyrights in any way involved with the Work. Whenever the Contractor is required or desires to use any design, device, material or process covered by letters of patent, trademark, trade secret or copyright, CFX's and the Contractor's right for

such use shall be provided by suitable legal agreement with the patentee or owner of the copyright. A copy of such agreement shall be submitted to CFX; however, whether or not such agreement is made or filed, the Contractor and its surety, in all cases, shall indemnify and hold harmless CFX and all of its officers, board members, agents, consultants and employees, from any and all claims for infringement by reason of the use of any such patented design, device, material or process, on the Work and shall indemnify CFX and all of its officers, agents, consultants and employees for any costs, expenses and damages which CFX may be obligated to pay by reason of any such infringement, at any time during the Work and for a period of three years after completion and acceptance of the Project by CFX.

5.4 Right-of-Way Furnished by CFX

Except as may be otherwise stipulated in the Specifications or as may be shown on the Plans, all right-of-way necessary for completion of the Project will be furnished by CFX without cost to the Contractor. If borrow material areas furnished by CFX contain limerock, such material shall not be removed from the pit without specific written approval from CFX.

5.5 Sanitary Provisions

The Contractor shall provide and maintain in a neat and sanitary condition such accommodations for the use of Contractor's employees as are necessary to comply with the requirements and regulations of the State and local boards of health. The Contractor shall not create any public nuisance.

5.6 Control of the Contractor's Equipment

5.6.1 Traffic Interference: Contractor shall not permit Equipment to unreasonably interfere with traffic while the Equipment is on or traversing a road or street.

5.6.2 Overloaded Equipment: Any hauling unit or Equipment loaded in excess of the maximum weights set out in the Florida Uniform Traffic Control Law (or lower weights that may be legally established for any section of road or bridge by the FDOT or local authorities) shall not be operated on any road or street except as provided in subarticle 5.6.3 below for crossings or as provided by a special permit issued by the governmental unit having jurisdiction over a particular road or bridge. This restriction applies to all roads and bridges inside and outside the Project limits as long as these roads and bridges are open for public use. Roads and bridges, which are to be demolished, may be overloaded after they are permanently closed to the public. All liability for loss or damages resulting from Equipment operated on a structure permanently closed to the public shall be the responsibility of the Contractor.

5.6.3 Crossings: Where it is necessary to cross an existing road, including specifically the existing travel lanes of a divided highway within the limits of the Project, the Contractor shall obtain the necessary permits from the governmental unit having jurisdiction. The Contractor shall comply with all permit conditions at no additional cost to CFX. The Contractor will be required to provide flagging and watchman service or approved signal devices, for the protection of traffic at all such crossings, in accordance with an approved written plan for that activity.

5.6.4 Protection from Damage by Tractor-Type Equipment: Positive measures shall be taken by the Contractor to assure that tractor-type Equipment does not cause damage to roads. If any such damage occurs, the Contractor shall immediately repair the damage to the satisfaction of the governmental unit having jurisdiction over the road and at no cost to CFX.

5.6.5 Contractor's Equipment on Bridge Structures: The Contractor, through its Specialty Engineer, shall analyze the effect of imposed loads on bridge structures, within the limits of the Project, resulting from the following operations:

1) Overloaded Equipment as defined in subarticle 5.6.2 above:
   a) Operating on or crossing over completed bridge structures.
   b) Operating on or crossing over partially completed bridge structures.

2) Equipment within legal load limits:
   a) Operating on or crossing over partially completed bridge structures.

3) Construction cranes:
   a) Operating on completed bridge structures.
   b) Operating on partially completed bridge structures.

Any pipe culvert or box culvert qualifying as a bridge, as defined under subarticle 1.3.3 of these General Specifications is excluded from the above requirements.

A completed bridge structure is a structure in which all elemental components comprising the load carrying assembly have been completed, assembled and connected in their final position. The components to be considered shall also include any related mediums transferring load to any bridge structure.

The Contractor shall determine the effect the Equipment loads have on the bridge structure and the procedures by which the loaded Equipment can be used without exceeding the load capacity for which the structure was designed.

The Contractor shall submit to the CEI for approval eight (8) copies of design calculations, layout drawings and erection drawings showing how the Contractor's Equipment will be used so that the bridge structure will not be overstressed. One (1) of the eight (8) copies of the drawings and the cover sheet of one (1) of the eight (8) copies of the calculations shall be signed and sealed by the Contractor's Specialty Engineer as the CFX record set.

5.6.6 Posting of the Legal Gross Vehicular Weight: The maximum legal gross weight, as set out in the Florida Uniform Traffic Code, shall be displayed in a permanent manner on each side of any dump truck or any dump type tractor-trailer unit hauling embankment material, construction aggregates, road base material or hot bituminous mixture to the Project over any public road. The weight shall be displayed in a location clearly visible to the scale operator, in numbers that contrast in color with the background and are readily visible and readable from a distance of 50 feet.

5.7 Structures Over Navigable Waters

5.7.1 Compliance with Jurisdictional Regulations: Where structures are erected in, adjacent to or over navigable waters, the Contractor shall observe all regulations and instructions of jurisdictions having control over such waters. The Contractor shall not obstruct navigation channels without permission from the proper authority and shall provide and maintain navigation lights and signals in accordance with jurisdictional requirements.

5.8 Use of Explosives

The use of explosives will not be allowed.

5.9 Preservation of Property

5.9.1 General: The Contractor shall preserve from damage all property along the line of Work or which is in the vicinity of or is any way affected by the Work, the removal or destruction of which is not called for by the Plans. This requirement shall apply to public and private property, public and private utilities (except as modified by subarticle 5.9.6 below), trees, shrubs, crops, signs, monuments, fences, guardrail, pipe, underground structures, public highways (except natural wear and tear of highway resulting from legitimate use thereof by the Contractor) and the like. Property damaged due to the activities of the Contractor shall be immediately restored, at Contractor's expense, to a condition similar or equal to that existing before such damage or injury was done by the Contractor.

The Contractor shall protect existing bridges from damage caused by Contractor's operations during the entire construction period. The Contractor will not be required to provide routine repairs or maintenance for such structures but will be required, at Contractor's expense, to make immediate repairs of any damage caused by the Contractor's operations.

The Contractor shall protect all geodetic monuments, horizontal or vertical, located within the limits of construction.

5.9.2 Failure to Restore Damaged Property: If the Contractor fails to restore such property, bridge or road CFX may, at its sole option and with 48 hours notice to the Contractor, proceed to repair, rebuild or otherwise restore the damaged property, bridge or road at Contractor's cost or expense. The cost of such repairs will be deducted by CFX from any monies due or which may become due the Contractor.

5.9.3 Contractor's Use of Streets and Roads

5.9.3.1 On Systems Other than the CFX System: Where the Contractor hauls material or Equipment to the Project over roads and bridges on the state park road system, state highway system, county road system or city street system and such hauling causes damage, the Contractor, at Contractor's cost and expense, shall immediately repair such roads or bridges to as good a condition as existed before the hauling began.

5.9.3.2 On the CFX System: The Contractor shall also be responsible for repairing damage caused by hauling Materials to the Project along roads and bridges outside the limits of the Project which are on the CFX system (roads
under the jurisdiction of CFX) or are specifically designated in the Plans as haul roads from CFX furnished Materials pits.

5.9.3.3 Within the Limits of the Project: The Contractor shall not operate Equipment or hauling units of such weight as to cause damage to previously constructed elements of the Project including but not necessarily limited to, bridges, drainage structures, base course and pavement. Equipment or hauling units loaded in excess of the maximum weights set out in subarticle 5.6.2 above shall not be operated on existing pavements that are to remain in place (including pavement being resurfaced), cement-treated subgrades and bases, concrete pavement, any course of asphalt pavement and bridges. Exceptions to these weight restrictions may be allowed for movement of necessary Equipment to and from its work site, for hauling of offsite fabricated components to be incorporated into the Project and for crossings as detailed in subarticle 5.6.3 above.

5.9.3.4 Cleaning and Maintenance of Streets and Roads: Whenever the Contractor utilizes any streets or roads, whether on the CFX system or otherwise, for cyclical material hauling operations, for example embankment, excavation, etc., the condition of all affected streets or roads will be assessed by the Contractor through an initial video survey with the CEI prior to hauling operations. Throughout the hauling operations or when changes to haul routes occur, the Contractor shall provide updated video surveys performed every two weeks to monitor the current street, road and/or facility conditions. The video survey will be submitted in duplicate to the CEI and narrated to identify the respective street, road or facility, with detail of specific features, condition, etc. Any deterioration, whatsoever, to the condition of the streets or roads from this initial video survey and subsequent two-week updates will be viewed as being a result of the Contractor's operations and shall be repaired to equal or better condition, at the Contractor's expense, within two weeks after notification by the CEI. The Contractor will be responsible to prevent, clean and replace areas of the travel ways and appurtenances (including but not limited to bridge decks, drainage, roadway surface, striping) utilized by the Contractor where tracking and/or spillage of materials have occurred. Cleaning and preventive measures that will not deteriorate the existing facility conditions will be utilized and may include pressure washing, sanding etc.

5.9.4 Traffic Signs, Signal Equipment, Highway Lighting, and Guardrail: Contractor shall protect all existing roadside signs, signal equipment, highway lighting and guardrail, for which permanent removal is not indicated, against damage or displacement. Whenever such signs, signal equipment, highway lighting or guardrail lie within the limits of construction, or wherever so directed by the CEI due to urgency of construction operations, take up and properly store the existing roadside signs, signal equipment, highway lighting and guardrail and subsequently reset them at their original locations or, in the case of widened pavement or roadbed, at locations designated by the CEI.

If CFX determines that damage to such existing or permanent installations of traffic signs, signal equipment, highway lighting or guardrail is caused by a third party(ies), and is not otherwise due to any fault or activities of the Contractor, CFX will, except for any damage resulting from vandalism, compensate the Contractor for the costs associated with the repairs. Contractor shall repair damage caused by vandalism at no expense to CFX.

5.9.5 Operations Within Railroad Right of Way

5.9.5.1 Notification to the Railroad Company: The Contractor shall notify the CEI and the railroad company's division engineer or superintendent a minimum of 72 hours in advance of beginning any operations within the limits of the railroad right of

way, any operations requiring movement of employees, trucks or other Equipment across the tracks of the railroad company at other than established public crossings, and any other Work which may affect railroad operations or property.

5.9.5.2 Contractor's Responsibilities: The Contractor shall comply with the requirements that the railroad company's division engineer or superintendent considers necessary to safeguard the railroad's property and operations. Any damage, delay or injury and any suits, actions or claims made because of damages or injuries resulting from the Contractor's operations within or adjacent to railroad right of way shall be the Contractor's responsibility.

5.9.5.3 Watchman or Flagging Services: When protective services are necessary during certain periods of the Project to provide safety for railroad operations, the railroad company will provide such services (watchman or flagging) and CFX will reimburse the railroad company for the cost thereof. The Contractor shall schedule Work that affects railroad operations to minimize the need for protective services by the railroad company.

5.9.6 Utilities

5.9.6.1 Arrangements for Protection or Adjustment: Work shall not commence at points where the Contractor's operations adjacent to utility facilities may result in expense, loss or disruption of service to the public or owners of the utilities until the Contractor has made all arrangements necessary for the protection of the utilities. The Contractor shall be solely and directly responsible to the owners and operators of such utilities for any damage, injury, expense, loss, inconvenience, or delay caused by the Contractor's operations.

CFX will make the necessary arrangements with the utilities owners for removal or adjustment of utilities where such removal or adjustment is determined by CFX to be essential to the performance of the Work. Relocations or adjustments requested by the Contractor based on the Contractor's proposed use of a particular method of construction or type of Equipment will not be considered as being essential to the Work if other commonly used methods and Equipment could be used without the necessity of relocating or adjusting the utility. CFX will determine the responsibility for any such required adjustments of utilities. Relocations or adjustments requested because of delivery to the Project of Materials furnished by the Contractor shall be the responsibility and expense of the Contractor.

Circumstance under which CFX will consider utility relocations or adjustments essential include, but are not necessarily limited to, the following:

1) Utilities lying within the vertical and horizontal construction limits plus the reasonably required working room necessary for operation of

Equipment normally used for the particular type of construction except as provide in subparagraph 4 below. In the case of overhead electrical conductors which carry more than 400 volts, a minimum of 10 feet clearance between the conductor and the nearest possible approach of any part of the Equipment will be required, except where the utility owner effects safeguards approved by the Florida Department of Labor and Employment Security.

2) Utilities lying within the horizontal limits of the Project and within 12 inches below the ground surface or the excavation surface on which the construction Equipment is to be operated or within 12 inches below the bottom of any stabilizing course called for on the Plans.

3) Utilities lying within the normal limits of excavation for underground drainage facilities or other structures (except as provided in subparagraph 4 below). Such normal limits shall extend to side slopes along the angle of repose as established by sound engineering practice, unless the Plans or Specifications require the sides of the excavation to be supported by sheeting or the Contractor elects to sheet such excavation for the Contractor's convenience.

4) Where utilities cross pipe trenches transversely within the excavation area but not within positions from which relocation or removal is necessary, the utility owner will be responsible for providing and effecting all reasonable measures for their support and protection during construction operations. The Contractor shall cooperate with the utility owner in the owner's effecting such support and protective measures. The Contractor shall be responsible for any damage to the utility that is caused by neglect or failure on the Contractor's part to cooperate and to use proper precaution in performing the Work.

In the event that a temporary relocation of a utility or a particular sequence of timing in the relocation of a utility is necessary, such relocation shall be done only as directed by CFX. CFX will not be responsible for utility adjustments or temporary relocation work or for the conditions resulting therefrom, where such adjustments are: not necessitated by the construction of the Project; or done solely for the benefit or convenience of the utility owner or its contractor (or the Contractor where Contractor's construction procedures are considered by CFX to be other than normal); or not shown on the approved Plans for the utilities relocation or the construction.

5.9.6.2 Cooperation with Utility Owners: The Contractor shall cooperate with the utility owners in the removal and/or rearrangement of utilities. If utility service is interrupted due to construction operations, the Contractor shall immediately notify the owner of the utility and the CEI and cooperate in the prompt restoration of

service. If water service is interrupted, the Contractor's repair work shall be continuous until the service is restored. No Work shall be undertaken around fire hydrants until the local fire authority has approved provisions for continued service.

5.9.6.3 Utility Adjustments: Utility adjustments and reconstruction Work may be underway during the Work. The Contractor shall effectively cooperate, coordinate, and schedule utility adjustments with utility construction crews in maintaining utility service. The Contractor shall use caution when working adjacent to utilities that have been relocated. The Contractor shall repair, at Contractor's expense, damages to relocated utilities resulting from Contractor's operations.

5.9.6.4 Weekly Meetings: Contractor shall conduct weekly meetings on the job site with all the affected utility companies and the CEI in attendance to coordinate Project construction and utility relocation, and shall submit a list of all attendees one week in advance to the CEI for approval.

Provide the approved Work Progress Schedule and Work Plan for the project to document the schedule and plan for road construction and utility adjustments. When utility relocations no longer affect construction activities, the Contractor may discontinue the meetings with the CEI's approval.

5.10 Responsibility for Damages, Claims, etc.

5.10.1 Contractor to Provide Indemnification: The Contractor shall indemnify and hold harmless CFX, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the construction Contract.

The Contractor's obligation to indemnify and pay for the defense or, at CFX's option, to participate and associate with CFX in the defense and trial of any damage claim or suit and any related settlement negotiations, shall arise within 7 days of receipt by the Contractor of the CFX notice of claim for indemnification to the Contractor. The notice of claim for indemnification will be served by certified mail. The Contractor will pay all costs and fees related to this obligation and its enforcement by CFX.

It is specifically agreed between the parties executing this Contract that it is not intended by any of the provisions of any part of the Contract to create in the public or any member thereof, a third-party beneficiary hereunder, or to authorize anyone not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract

5.10.2 Guaranty of Payment for Claims: The Contractor guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against him or any subcontractor, in connection with the Contract. CFX's final acceptance and payment does not release the Contractor's bond until all such claims are paid or released.

5.11 Insurance

Anything contained herein to the contrary notwithstanding, during the term of the Contract and for such additional time as may be further required, the Contractor shall provide, pay for and maintain in full force and effect insurance outlined in subarticles 5.11.1 through 5.11.9 below for coverage at not less than the prescribed minimum limits of liability, covering the Contractor's activities and those of any and all subcontractors (including officers, directors, employees or agents of each and their successors). All insurance shall be provided through companies authorized to do business in the State of Florida and considered acceptable by CFX.

Upon execution of the Contract, the Contractor shall furnish to CFX, Certificates of Insurance bearing a manual signature of the authorized representative of the insurance company. No Work shall commence under the Contract unless and until the required Certificates of Insurance described herein are in effect and have been approved by CFX. The Certificate of Insurance shall be issued to CFX and shall reference the complete and correct Project number, as well as the full and complete name of each insurance company, including city and state of domicile, as listed by A.M. Best Company. All insurance must be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a Financial Strength Rating (FSR) of at least "A-" (Excellent) and a Financial Size Category (FSC) of at least Category "VIII" as defined by A.M. Best Company, or equivalent ratings from another nationally recognized insurance rating service. Such Certificates shall provide that in the event of cancellation, non-renewal or material reduction in coverage (including any material reduction of limits of Liability), the insurer will provide thirty (30) days prior notice of such cancellation, non-renewal or material reduction by certified mail to CFX. In addition, certified true copies of all policies shall be provided to CFX upon specific written request. Renewal Certificates of Insurance for all policies shall be submitted by the Contractor so that they are received by CFX no later than thirty (30) calendar days prior to the expiration of existing insurance coverage. Failure by the Contractor to meet this required timeframe will result in suspension of partial payments on monthly estimates until the certificates are received and accepted by CFX.

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

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

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

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

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

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

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

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

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

5.11.2 Worker's Compensation: The Contractor shall maintain coverage for its employees in accordance with the laws of the State of Florida. The amount of coverage shall not be less than the limits of insurance as required in subarticle 5.11.1.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of CFX for all work performed by the Contractor, its employees, agents and subcontractors.

5.11.3 Commercial General Liability Insurance: Coverage shall be maintained by the Contractor providing Commercial General Liability Insurance as provided on Insurance Services Office form GC 00 01 or an equivalent thereof. Limits of Liability for Bodily Injury Liability and/or Property Damage Liability shall not be less than the limits of insurance as required in Section 5.11.1. The 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.

The policy shall contain an endorsement providing for Aggregate Limits of Liability to be on a per Project basis. This endorsement shall state that Aggregate Limits as specified herein apply separately and specifically to this Project.

Products and Completed Operations coverage, evidenced by a Certificate of Insurance, shall be maintained for a period of not less than through the applicable statutes of limitation and period of repose under Florida law.

If watercrafts are to be used in the performance of any Work under the Contract, watercraft operations shall be covered under the Comprehensive General Liability policy providing limits in accordance with the General Liability requirements.

If the Project involves Work or operations by the Contractor within the limits of the railroad right-of-way, including any encroachments thereon from Work or operations in the vicinity of the railroad right-of-way, the railroad shall be named as an Additional Insured under this policy.

CFX, its employees, members, officers, agents, consultants, and successors shall be named as Additional Insured under this policy. Insurance Services Office endorsement CG 20 10 (11 85 edition date) or both CG 20 10 and CG 20 37(12 19 edition dates) forms (if later edition dates are used), shall be used to meet these requirements and a photocopy of same shall be provided with the Certificate.

5.11.4 Commercial Automobile Liability Insurance: The Contractor shall maintain coverage applicable to the ownership, maintenance, use, loading and unloading of any owned, non-owned, leased or hired vehicle issued on Insurance Services Office form CA 00 01 or its equivalent. The amount of coverage shall not be less than the limits of insurance as required in subarticle 5.11.1.

This policy shall include coverage for liability assumed under contract (if not provided for under the Commercial General Liability policy). In the event the Contractor does not own automobiles, the Contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or through a separate Business Auto Liability policy.

CFX, its employees, members, officers, agents, consultants, and successors shall be named as Additional Insured under this policy.

5.11.5 Umbrella/Excess Liability Insurance: If an Umbrella or Excess Liability Insurance policy is used to attain the required limits of liability, the sum of the limits provided by the Primary insurance and the Umbrella or Excess Liability insurance must at least equal the Limits of Liability as required by subarticle 5.11.1

The Umbrella/Excess Liability Insurance policy or Excess policy shall afford coverage equivalent to the required coverage as set forth in this Article 5.11. Policy inception date must also be concurrent with the inception dates of the underlying General Liability and Automobile Liability policies.

Umbrella or Excess policy Certificate of Insurance shall stipulate the underlying limits of liability applicable. A photocopy of the endorsement so evidencing shall be attached to the Certificate.

CFX, its employees, members, officers, agents, consultants, and successors shall be named as Additional Insured under this policy.

5.11.6 Reserved

5.11.7 Reserved

5.11.8 Reserved

5.11.9 Reserved

5.12 Contract Bond (Public Construction Bond) Required

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

5.12.2 Continued Acceptability of Surety: In the event that the surety executing the bond (although acceptable to CFX at the time of execution of the Contract) subsequently becomes insolvent or bankrupt or becomes unreliable or otherwise unsatisfactory due to any cause which becomes apparent after CFX's initial approval of the company, then CFX may require that the Contractor immediately replace the surety bond with a similar bond drawn on a surety company which is reliable and acceptable to CFX. In such event, all costs of the premium for the new bond, after deducting any amounts that might be returned to the Contractor from its payment of premium on the defaulting bond, will be borne by CFX.

5.13 Contractor's Responsibility for Work

Until final acceptance by CFX, the Work shall be under the charge and custody of the Contractor. The Contractor shall take every necessary precaution against injury or damage to the Work by the action of the elements or from any other cause whatsoever arising either from the execution or non-execution of the Work and shall rebuild, repair, restore and make good, without additional compensation, all injury or damage to any portion of the Work including extensive or catastrophic damages.

The Contractor is advised that the project is located within a hurricane region. The Contractor shall submit to CFX at the project Preconstruction Conference, a hurricane preparedness plan detailing the procedures to be followed by the Contractor to ensure the safety of personnel, equipment, stored materials, and the Work when a hurricane watch notice for the project area is issued by the United States Weather Service.

The Contractor will not be held responsible for damage to any landscape items caused by an officially declared hurricane that occurs after the final acceptance of the entire Work but during any remaining portion of the 90-day establishment period.

5.14 Opening Section of Highway to Traffic

When any bridge or section of roadway is, in the opinion of CFX, acceptable for travel, CFX may direct that the bridge or roadway be opened to traffic. Such opening shall not be considered, in any way, to be an acceptance of the bridge or roadway or any part thereof or as a waiver of any provision of the Contract. The Contractor shall make all repairs or renewals due to defective Work or Materials (or for any cause other than ordinary wear and tear) on such opened sections without additional compensation.

5.15 Scales for Weighing Materials

5.15.1 Applicable Regulations: Prior to the use of any scales, the Contractor shall submit to the CEI a copy of a certificate of accuracy for the scales that is not more than 1 year old. All scales which are used for the determination of the weight of Materials upon which compensation will be made by CFX shall conform to the requirements of Chapter 531, Florida Statutes, pertaining to specifications, tolerances and regulations as administered by the Bureau of Weights and Measures of the Florida Department of Agriculture. CFX reserves the right to perform scale checks/inspections at its sole discretion.

5.15.2 Base for Scales: Such scales shall be placed on a substantial horizontal base that will assure proper support, rigidity and maintenance of level of the scales.

5.15.3 Protection and Maintenance: All scale parts shall be in proper condition as to level and vertical alignment and shall be fully protected against contamination by dust, dirt and other matter which might affect operation of the parts.

5.16 Source of Forest Products

As required by Section 255.20, Florida Statutes, all timber, timber piling or other forest products which are used in the construction of the Project shall be produced and manufactured in the State of Florida, price and quality being equal and provided such Materials produced and manufactured in Florida are available.

5.17 Regulations of Air Pollution

5.17.1 General: All Work shall be done in accordance with all Federal, State and local laws and regulations regarding air pollution and burning.

5.17.2 Dust Control: The Contractor shall ensure that excessive dust is not transported beyond the limits of construction in populated areas. Dust control for embankment or other cleared or unsurfaced areas may be by application of water or calcium chloride, as directed by CFX. Any use of calcium chloride shall be in accordance

with Section 102 of the Technical Specifications. When included in the Plans, mulch, seed, sod or temporary paving shall be installed as early as practical. Dust control for storage and handling of dusty materials may be made by wetting, covering or other means as approved by the CEI.

5.17.3 Asphalt Material: Any asphalt used shall be emulsified asphalt unless otherwise stated in the Plans and allowed by Chapter 17-2 of the Rules and Regulations of the Florida Department of Environmental Protection. Asphalt materials and components shall be stored and handled to minimize unnecessary release of hydrocarbon vapors.

5.17.4 Asphalt Plants: The operation and maintenance of asphalt plants shall be in accordance with Chapter 17-2 of the Rules and Regulations of the Florida Department of Environmental Protection. A valid permit as required under Chapter 17-2 shall be available at the plant site prior to the start of Work.

5.18 Dredging and Filling

If required by the Work, the Contractor shall comply with Section 370.033, Florida Statutes, regarding obtaining a certificate of registration from the Florida Department of Environmental Protection and keeping accurate records and logs of all dredge and fill activities.

5.19 Erosion Control

This Project will be constructed on properties that may be subject to environmental permits and regulation promulgated by city, county, state, federal, and regional authorities. Requirements for erosion control are included in the Technical Specifications.

5.20 Contractor's Motor Vehicle Registration

The Contractor shall provide proof to CFX that all motor vehicles operated or caused to be operated by the Contractor are registered in compliance with Chapter 320, Florida Statutes. Such proof of registration shall be submitted in the form of a notarized affidavit to CFX. No payment will be made to the Contractor until the required proof of registration is on file with CFX.

5.21 Internal Revenue Service Form W-9

The Contractor shall complete and return with the executed Contract, Internal Revenue Service Form W-9, Request for Taxpayer Identification Number and Certification.

5.22 Tolls and Access

The Contractor shall pay all tolls incurred from using CFX's Expressway System to transport personnel, equipment, or materials to and from the site of Work. Any costs incurred by the Contractor in payment of tolls shall be considered incidental and included in associated items. The term "equipment" in this context includes loaders, graders and similar self-propelled equipment, operating under their own power, passing through a toll plaza.

Contractor shall access the Project by existing expressway ramps. No access will be allowed through the right-of-way fence.

5.23 Requests for References or Performance Evaluations

In the event CFX at any time receives any direct or third party inquiry or request concerning the Contractor, its employees or sub-contractors, or the performance of the Contractor, its employees or sub-contractors under this Contract, CFX, at any time and in all cases, may, but shall not be obligated to respond to any such inquiry or request, with or without notice to the Contractor, its employees, or subcontractors, as the case may be, but, in all cases, such response shall be limited to: (1) acknowledging that the Contractor has, or in the past has had, a contract with CFX; (2) the date, term and type of such contract; (3) whether a specified employee or subcontractor worked on the Contract, and if so, in what capacity; (4) whether such contract was terminated early for any reason other than the convenience of CFX; (5) whether such contract was eligible for renewal or extension; and, (6) if such contract was eligible for renewal or extension, whether in fact such contract was renewed or extended. Should the Contractor, its employees, its agents or subcontractors request that any further information be provided in response to such an inquiry or request, such additional information may be provided by CFX, in its sole discretion. Contractor for itself, its employees, its agents and sub-contractors, hereby expressly waives any and all claims of whatever kind or nature that the Contractor, its employees, its agents or sub-contractors may have, or may hereafter acquire, against CFX relating to, or arising out of CFX's response to any and all requests or inquiries concerning the Contractor, its employees or subcontractors under this Contract, or the performance of the Contractor, its employees or subcontractors under this Contract.

5.24 Unauthorized Aliens

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

5.25 Public Records

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

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

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

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

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

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

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONTRACTOR in conjunction with this Contract (including without limitation CONTRACTOR Records and Proposal Records, if and as applicable), CONTRACTOR shall immediately notify the CFX. In the event the CONTRACTOR has public records in its possession, CONTRACTOR shall comply with the Public Records Act.

5.26 Inspector General

It is the duty of every CONTRACTOR and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055, Florida Statutes. The corporation, partnership, or person entering into an Agreement with the Central Florida Expressway Authority understands and will comply with subsection. 20.055(5), Florida Statutes.

5.27 Florida Vendor Eligibility Requirements

5.27.1 E-Verification

A. This Contract is subject to the requirements found in Section 448.095(5), Florida Statutes. By executing this Contract, Contractor/Consultant 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/Consultant.

B. Contractor/Consultant additionally hereby acknowledges the responsibilities and obligations of both Contractor/Consultant and CFX under Section 448.095(5), Florida Statutes, which includes without limitation: (1) an obligation that Contractor/Consultant 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/Consultant's failure to comply with the applicable provisions of Section 448.095(5) and to impose upon Contractor/Consultant any additional costs incurred by CFX resulting from such termination.

5.27.2 Public Entity Crimes

Contractor/Consultant hereby represents, warrants, and certifies that: (1) neither Contractor/Consultant, nor one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of Contractor/Consultant, nor any affiliate of the entity, has been charged with and convicted of public entity crime subsequent to July 1, 1989; (2) Contractor/Consultant 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 (3) Contractor/Consultant 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.

5.27.3 Scrutinized Companies

A. Contractor/Consultant hereby represents, warrants, and certifies to the following: (1) Contractor/Consultant 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/Consultant 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.

B. If the Contract value meets or exceeds $1,000,000.00, then Contractor/Consultant hereby additionally represents, warrants, and certifies that: (1) Contractor/Consultant 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/Consultant is not engaged in business operations in Cuba or Syria.

C. 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/Consultant is found to have been placed on any of the applicable lists referenced in this provision at any time; and/or (3) if Contractor/Consultant becomes engaged in business operations in Cuba or Syria or any boycott of Israel.

5.27.4 Discriminatory Vendors and Anti-Trust Violators

Contractor/Consultant 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: (1) may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; (2) 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; (3) may not submit bids, proposals, or replies on leases of real property to a public entity; (4) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any

public entity; and (5) may not transact business with any public entity.

5.27.5 Countries of Foreign Concern

A. Contractor/Consultant hereby represents, warrants, and certifies that Contractor/Consultant 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.

B. If this Contract will in any manner give Contractor/Consultant access to any individual's personal identifying information, then:

(1) As a precondition to this Contract and prior to completing any work or otherwise performing hereunder, Contractor/Consultant shall submit to CFX an affidavit signed by an officer or representative of Contractor/Consultant under penalty of perjury attesting that Contractor/Consultant does not meet any of the following criteria: (a) Contractor/Consultant 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/Consultant; or (c) Contractor/Consultant 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).

(2) Contractor/Consultant 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), 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/Consultant is found to be in violation of this provision, Section 287.138, Florida Statutes, and/or its affidavit.

5.27.6 Common Carrier

A. Contractor/Consultant hereby represents, warrants, and certifies that Contractor/Consultant 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.

B. If Contractor/Consultant meets the definition of "common carrier" as provided in Section 908.111(1), Florida Statutes, then:

(1) As a precondition to this Contract and prior to completing any work or otherwise performing hereunder, Contractor/Consultant 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.

(2) In accordance with Section 908.111(3), Florida Statutes, CFX may terminate this Contract for cause if Contractor/Consultant is found to be in violation of this provision, Section 908.111, Florida Statutes, and/or its attestation.

5.27.7 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 services as defined in Section 787.06(2)(a), Florida Statutes. Such affidavit is hereto attached as CFX-220: Human Trafficking Affidavit.

5.27.8 Incorporation of Florida Vendor Eligibility Provision Forms

A. Either as part of the solicitation for this Contract, or as a precondition of this Contract, Contractor/Consultant has or will execute specific certifications, affidavits, and attestations regarding the various provisions in this Article by use of the following forms provided by CFX:

CFX-200: E-Verification Use and Registration Certification
CFX-210: Certifications Regarding Vendor Eligibility
CFX 220: Human Trafficking Affidavit
CFX-230: Common Carrier Attestation
CFX-240: Foreign Countries of Concern Affidavit

B. All such forms are hereby incorporated into this Contract and serve as a material part hereof. If for any reason Contractor/Consultant has not yet executed any such forms: (1) Contractor/Consultant doing so shall be a precondition to CFX's obligation to provide payment for any work or any other performance under this Contract; and (2) any failure of Contractor/Consultant to do shall be cause for termination of this Contract by CFX.

5.28 Severability

If any section of the Contract Documents that are incorporated into this Contract be judged void, unenforceable or illegal, then the illegal provision will be, if at all possible, interpreted or re-drafted into a valid, enforceable, legal provision as close to the parties' original intention, and the remaining portions of the Contract will remain in full force and effect and will be enforced and interpreted as closely as possible to the parties' intention for the whole of the Contract.

END OF SECTION 5

SECTION 6 - PROSECUTION AND PROGRESS OF THE WORK

6.1 Subletting or Assigning of Contract

6.1.1 The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof or of Contractor's right, title or interest therein, without consent of CFX. The Contractor will be permitted to sublet a portion of the Work but shall perform, with its own organization, Work amounting to not less than 50% of the total Contract amount less the total amount for those Contract items specifically designated as "Specialty Work" below or as otherwise designated as Specialty Work by CFX. The granting or denying of consent under this provision is at CFX's sole discretion. The Certification of Sublet Work request will be deemed acceptable by CFX, for purposes of CFX's consent, unless the Engineer notifies the Contractor within 5 business days of receipt of the Certification of Sublet Work that CFX is not consenting to the requested subletting. If, at any time, a subcontractor is determined to be discriminatory, debarred or suspended by the FHWA, CFX or FDOT, the determination will be considered grounds for removal from the project.

The total Contract amount shall include the cost of Materials, manufactured component products and their transportation to the Project site. Off-site commercial production of Materials and manufactured component products purchased by the Contractor and their transportation to the Project will not be considered subcontracted Work.

If a part of a Contract item is sublet, only its proportional cost will be used in determining the percentage of subcontracted normal Work.

All subcontracts entered into by the Contractor shall be in writing and shall contain all pertinent provisions and applicable requirements of the Contract. All subcontracts shall require subcontractor to indemnify and hold harmless CFX on the same terms as contained in the General Specifications and the Contract. The Contractor shall furnish CFX with a copy of any subcontract requested by CFX. Subletting of Work shall not relieve the Contractor or surety of their respective liabilities.

The Contractor shall ensure that all Subcontractors are competent, careful and reliable. The Contractor shall submit the names and qualifications of all first and second tier subcontractors to CFX for approval prior to their beginning Work on the Project. All first and second tier subcontractors shall have the skills and experience necessary to properly perform the Work assigned and as required by the plans and specifications.

If, in the opinion of CFX, any Subcontractor employed by the Contractor is not qualified to perform the Work or is insubordinate, disorderly, disrupts or is detrimental to the progress of the Work, such first or second tier subcontractor shall be immediately removed from the Project by the Contractor upon written direction from CFX. Such subcontractor shall not be employed again on the Project without

the written permission of CFX. If the Contractor fails to immediately remove such subcontractor, CFX may, at its sole discretion, withhold payments due or which may become due, or may suspend the Work until the subcontractor is removed. The Contractor shall indemnify and hold harmless CFX, its agents, consultants, officials and employees from any and all claims, actions or suits arising from such removal, discharge or suspension of a Subcontractor based on the direction of CFX. All subcontracts shall expressly include an acknowledgment of CFX's right to remove any Subcontractor in accordance with this paragraph.

A Subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor.

If the aggregate total of the dollar amount of Work performed by a subcontractor, including equipment rental agreements, equals or exceeds $20,000, a formal subcontract agreement shall be entered into between the Contractor and the Subcontractor.

6.1.2 Specialty Work: The following Work is designated as Specialty Work:

Auxiliary Power Unit
Cleaning, Coating, Injection, Grouting, Grinding, Grooving or Sealing Concrete Surfaces
Deep Well Installation
Electrical Work
Fencing
Highway Lighting
Installing Pipe or Pipe Liner by Jacking and Boring
Installing Structural Plate Pipe Structure
Landscaping
Painting
Plugging Water Wells
Pressure Grouting
Pumping Equipment
Roadway Signing and Pavement Marking
Riprap
Removal of Buildings
Rumble Strips
Sealing Wells by Injection
Septic Tank and Disposal System
Signalization
Utility Works
Vehicular Impact Attenuator
Water and Sewage Treatment Systems

6.2 Work Performed by Equipment Rental Agreement

The limitations set forth in 6.1, regarding the amount of Work that may be subcontracted, do not apply to Work performed by Equipment rental agreements. The Contractor shall notify CFX, in writing, if the Contractor intends to perform any Work through an Equipment rental agreement. The notification shall be submitted to CFX before any rental Equipment is used on the Project. The notification shall include a list of the Equipment being rented, the Work to be performed by the Equipment and whether the rental includes an Equipment operator. Notification to CFX will not be required for Equipment being rented (without operators) from an Equipment dealer or from a firm whose principle business is renting or leasing Equipment.

6.3 Prosecution of Work

6.3.1 Sufficient Labor, Materials and Equipment: The Contractor shall provide sufficient labor, Materials and Equipment to ensure the completion of the Work no later than the Contract completion date.

6.3.2 Impacts by Adjacent Projects: When there is a potential impact between two or more projects due to close proximity or due to logistics in moving labor, Materials, and Equipment between projects, all authorized representatives of the parties performing the projects have a responsibility to communicate and coordinate their work so that impacts to either party are eliminated or mitigated and do not endanger, delay, or create additional work or costs to either party. The Contractor shall not be compensated for any additional costs or delays so incurred by either party.

6.3.3 Submission of Preliminary, Baseline, Updated Baseline, and Two-Week Look-Ahead Schedules:

6.3.3.1 Scheduling Terminology

Accepted Baseline Schedule: The Accepted Baseline Schedule is the Baseline Schedule submitted by the Contractor and accepted by CFX. Review and acceptance of the schedule by CFX will be for the sole purpose of determining if the schedule is in substantial compliance with the General Specifications and does not mean that CFX agrees or disagrees, approves or disapproves of the constructability, means and methods, validity and accuracy of the submitted baseline schedule. The Contractor is solely responsible for the constructability, means and methods, validity and accuracy of the submitted baseline schedule.

Acknowledged Receipt of the Updated Baseline Schedule: The Contractor is solely responsible for the constructability, means and methods, validity and accuracy of the updated baseline schedule. CFX does not accept or reject, agree or disagree, approve or disapprove of the constructability, means and methods, validity or accuracy of the Updated Baseline Schedule. Instead, CFX will transmit a letter acknowledging receipt of the Contractor's submittal of the Updated Baseline Schedule.

Baseline Schedule: The Baseline Schedule does not contain any progressed activities. Therefore, each activity's early and late dates are planned dates, not actual dates. The Baseline Schedule contains the necessary breakdown of activities to adequately track the progress of the project. Activities in the Baseline Schedule shall include, but not be limited to, activities for all work to be performed. In addition, the baseline schedule should include milestone activities, and activities for the procurement of significant equipment and materials, including activities for submittals and approvals, orders, fabrication, request for delivery and delivery. Procurement activities should be logically tied to their respective work activities.

Contract Completion Date: Also called the Approved Contract Completion Date or the Authorized Contract Completion Date or the Last Chargeable Contract Date.

The Contract Completion Date is calculated by adding the number of calendar days stated in the contract to complete all work, to the first chargeable day of the Contract, less one day.

For time extensions granted by CFX, the Contract Completion Date is calculated by adding the number of calendar days granted to the Contract Completion Date.

If a critical activity is delayed, the Contract Completion Date(s) may also be delayed if the durations on the remaining activities on the critical path are accurate. The Contractor acknowledges and agrees that actual delays to activities which, according to the CPM schedule, do not directly affect the main project critical path, do not have any effect on the Contract Completion Date(s) and shall not be the basis for a change therein.

CPM: Critical Path Method of scheduling.

Critical Path: Defined as the Longest Path.

Early Dates: The earliest scheduled start and/or finish date assigned to a CPM scheduled activity.

Excusable Delay: As defined in subarticle 6.7.3.1.

Adjustments to Contract Time.

Extra Work: Any Work which is required by CFX to be performed and which is not otherwise covered or included in the existing Contract Documents, whether it be additional Work, altered Work, deleted Work, Work due to differing site conditions, or otherwise. This term does not include a delay.

Lag: An undefined delay between two scheduled activities. For instance, a 5 day lag between activity A (the predecessor) and activity B (the successor) with a Finish to Start (FS) relationship would mean that activity B would not start until 5 days after the finish of activity A.

Late Dates: The latest scheduled start and/or finish date assigned to a CPM scheduled activity.

Longest Path: In a Baseline Schedule, the Longest Path of the CPM schedule is a continuous series of activities starting from the first scheduled activity and ending with the last scheduled activity, that are linked in a logical sequence and where each activity in the sequence has the least value of total float in the schedule. If each of the longest path activities were assigned the same calendar, then each activity on the longest path would have the same value of total float. In an Updated Baseline Schedule (a baseline with actual progress recorded), the Longest Path will begin at the data date (also known as the cut-off date) and extend to the last activity scheduled in the Contract. The Contractor shall sequence work so that only one Longest Path is created in the Baseline or Updated Baseline schedule.

Negative Total Float: Also called Negative Float. The greatest number of days, stated as a negative number, that the Contract Completion Date is delayed. When an activity has negative total float, the activities with negative total float have early dates scheduled later than their late dates.

Planned Dates: Also called early and late dates.

P6: The scheduling software Primavera P6 Professional, produced by Oracle, Inc., which shall be used by the Contractor for all CPM scheduling tasks.

Preliminary Schedule: The Preliminary Schedule is a bar chart schedule submitted at the Pre-Construction Conference. Refer also to specification section 6.3.3.3.

Revised Baseline Schedule: The Baseline Schedule shall only be revised with the approval of CFX.

Total Float: Also called Float. The number of days an activity can be delayed without delaying the Contract completion date.

CFX and Contractor agree that float is not for the exclusive use or benefit of either the Contractor or CFX and must be used in the best interest of completing the Project on time. The Contractor agrees that: 1) float time may be used by CFX; and 2) there shall be no basis for a Project time extension as a result of any Project problem, change order or delay which only results in the loss of available positive float, or negative float that is greater that the most negative float in the CPM. The Contractor

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

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

1. Date delay began;

2. Date delay impact was resolved;

3. Detailed chronology of delay including the dates of all applicable notifications and submittals;

4. Specific critical activities affected and the dates of impact;

5. The activity durations used in the Time Impact Analysis shall be those reflected by the latest Project schedule update prevailing at the time of the initiation of the delay event.

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

Weather Event: As defined in 6.7.3

6.3.3.2 General Requirements for all Scheduling Tasks and Submittals:

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

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

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

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

6.3.3.3 Submission of the Preliminary Schedule:

The Contractor shall submit the following documents to CFX either at or prior to the Pre-construction conference.:

The Preliminary Schedule shall cover the entire scope of the Contractor's responsibilities for the entire Contract time. The Preliminary Schedule is either a CPM or a NON-CPM generated bar chart schedule. The Preliminary Schedule shall present the Contractor's general approach to the Project and show adequate detail for Work, procurement, and submittal and approval activities covering the first 120 days of Work from the First Chargeable Contract day. The remainder of the Contract time shall be represented by summary activities. On Contracts having an original Contract Time of less than 365 calendar days, a CPM schedule, in accordance with section 6.3.3.4, shall be submitted in lieu of a Preliminary Schedule.

Written Narrative: The written narrative shall explain the preliminary schedule's scope and approach to the Project in sufficient detail to demonstrate that the Contractor has a reasonable and workable plan to complete the Project within the Contract time allowed.

Geographical Layout of the Project: The geographical layout graphic of the project shall be suitable in size and content for presentation purposes. The Contractor shall also submit a copy of the geographical layout of the project in a legal landscape format.

Contractor's Oral Presentation: At the pre-construction conference, the Contractor shall show and refer to the geographical layout of the Project in an oral presentation of the Contractor's approach to performing the Work under the Contract. The Contractor's oral presentation shall conform to the format and content of the written narrative.

Within five (5) days after receipt of the Preliminary Schedule, CFX will either accept or reject the schedule. If the Preliminary Schedule is rejected, CFX and Contractor will meet within 3 days after notice of rejection at which time CFX will present the Contractor with a list of required changes to the Preliminary Schedule. The Contractor shall make the changes and submit a revised preliminary schedule acceptable to CFX within 3 days after receipt of the required changes.

Updating the Preliminary Schedule: The Contractor shall update each activity in the Preliminary Schedule with an actual start date, actual finish date, percent complete, and remaining duration through the data date each month until the Baseline Schedule is accepted by CFX. The cut-off date and submittal date for the Updated Preliminary Schedule shall be established by CFX and the Contractor shall submit the Updated Preliminary Schedule on that date. The Contractor shall include a written narrative with the Updated Preliminary Schedule explaining the progress made, any delays that have occurred, and work planned to be accomplished in the next month.

Retainage for Non-Submittal: If the Contractor fails to update the Preliminary Schedule and submit a written narrative, CFX may retain 10% of the Contractor's next Monthly Payment Request and 10% of each subsequent monthly payment request until the Contractor complies.

6.3.3.4 Submission of the CPM Baseline and Updated Baseline Schedules: The Contractor's CPM schedule shall be a detailed CPM schedule. The CPM schedule shall be generated by the latest version of Primavera (P6 Professional) by Oracle, Inc. The Contractor shall pay the scheduling software yearly maintenance fees and maintain scheduling software upgrades throughout the duration of the Contract. The Contractor shall use all default settings in Primavera P6 Professional for all schedule submittals. This includes using the "Retained Logic" setting for all calculations, unless CFX chooses to allow the use of the "Progress Override" setting. Each Baseline and Updated Baseline schedule submittal shall include all reports and graphics listed in specification section 6.3.3.4.9. All Baseline Schedule submittals shall also include the Logic Diagram required under Item number 4.

The Contractor shall submit to CFX two CDs with exported copies of the above schedules in ".xer" format. Other methods of electronic submittal may be approved by the CEI.

Schedule Submittal Deadlines: The Contractor shall prepare and submit a detailed CPM construction schedule. The schedule shall be prepared according to the specifications and submitted no later than 45 calendar days after the Notice to Proceed date. On Contracts having an original Contract Time of less than 365 calendar days, the schedule shall be submitted at or prior to the Pre-construction conference. The CEI shall have 30 calendar days from the Contractor's submittal date to review and notify the Contractor in writing of its findings. The Contractor shall have 15 calendar days from the date of the CEI's written notice to make all requested modifications to the schedule and re-submit the schedule.

Retainage for Non-Submittal: If the Contractor fails to submit a schedule that fully complies with the specifications within 90 calendar days from the Notice to Proceed date, CFX will automatically retain 10% of the Contractor's Current Period Monthly Payment Request amount in addition to other retainage.

CFX may retain an additional 10% of the Contractor's Period Monthly Payment Request amount for each successive month that the Contractor fails to submit any schedule on time in addition to other retainage. The Contractor must submit an Updated Baseline Schedule for each month of the Contract starting from the first chargeable day of the contract. The Due Date for the Updated Baseline Schedule shall be the Cut-Off Date established by CFX for submittal of the Contractor's Monthly Payment Request. The Due Date for the Updated Baseline Schedule may be changed from time to time by CFX. The Contractor's submitted schedule shall have a data date matching the cut-off date established by CFX.

Milestones: Construction and maintenance of traffic milestones, including completion of construction on roadway sections, building and removing temporary detours, bridges, traffic shifts, road closures and openings, and any contractually dictated interim milestones shall be adequately shown in the schedule.

Measurement of Progress: As the contract work progresses and the baseline schedule is updated with progress, each subsequent schedule update shall become the schedule upon which all Work progress will be measured.

6.3.3.4.1 CPM Activity Creation: Each schedule activity shall include the following detail in P6:

A.) ID Number - The format followed shall be uniform throughout the schedule. The activity number shall not exceed 6 digits.

B.) Original Duration (Working Days): No activity shall have a duration greater than 20 working days unless approved by CFX. However, activities such as long-term procurement, certain approvals and submittals may have durations greater than 20 working days or have a 7-day calendar assignment.

At the minimum, the schedule shall include, but not be limited to the following activities:

Bridge Activities:
Test Pile installation per bent per structure.
Production Pile installation per bent per structure.
Drilled shaft installation per pier per structure.
Pile caps per bent per structure.
Footings per pier per structure.
Columns per pier per structure.
Caps per pier per structure.
End bents per structure.
Beam or girder erection-span by span per structure.
Diaphragms.
Deck placement-span by span per structure.
Parapets-span by span per structure.
Roadway Activities:
Internal access and haul roads (location and duration in-place).
Utility relocation work by utility and by stationing and roadway.
Clearing and grubbing by stationing and roadway.
Excavation by stationing and roadway.
Embankment for each abutment location.
Embankment placed for each roadway by stationing and roadway.
Drainage by run with stationing and roadway.
Box Culvert or other large Pre-cast structure with stationing and roadway.
Reinforced Earth Wall leveling pad per bent per structure.
Reinforced Earth Wall per bent per structure.
Reinforced Earth Wall Coping per bent per structure.
Retaining walls by stationing and roadway.
Stabilization/Subgrade by stationing and roadway.
Limerock Base by stationing and roadway.
Asphalt Base by stationing and roadway.
Curb and Gutter by stationing and roadway.
Structural Pavement (asphalt and/or concrete) by stationing and roadway.
Bridge approach slabs per bridge and roadway.
Guardrail by stationing and roadway.
Slope pavement or riprap by stationing and roadway.
Roadway lighting by stationing and roadway.
Signing for each sign structure by stationing and roadway.
Striping by stationing and roadway.
Traffic signals by stationing and roadway.
Topsoil, sodding, seeding and mulching by stationing and roadway.
Landscaping by stationing and roadway.

Architectural Treatments.
Sound Walls.
Fiber Optic
Concrete Removal and Replacement.
Milling and Resurfacing.
Ponds.
Planter Walls.
Photovoltaic systems.
Integration of Photovoltaic and ITS systems.
Burn-In periods.
Tolls.

Building Activities:
Sitework, including, but not limited to clearing, excavation, storm and sanitary drainage, utility work, fill, grading, curb & gutter, sidewalks, asphalt and concrete paving, striping, retention pond excavation and grading, sodding.
Foundation work, including, but not limited to, piling, building pads, column, stem wall, slab work, conduit and piping.
Concrete work, including, but not limited to, stairwells, stairs, elevator shafts, tunnels.
Exterior Structures, including, but not limited to structural steel bridges, walkways, railings.
Exterior Walls, including, but not limited to, block, brick, pre-cast, poured-in-place concrete, wood and metal stud, stucco.
Roof, including, but not limited to, structural steel framing, wood framing, pre-cast, parapet walls, metal, poured-in-place, sheathing, underlayment, built-up, roof drainage, and soffits.
Exterior doors, windows, and store-front framing.
Interior Build-out, including, but not limited to, wood and metal stud, interior doors and windows, cabinetry, specialty work, drywall, insulation, sound proofing, carpet, tile, painting, furnishings, and miscellaneous finishes.
Electrical, including, but not limited to conduit, power supply, fixtures, wiring, finishes, and testing.
Plumbing, including, but not limited to, piping, sanitary sewer, water supply, fixtures, finishes, and testing.
HVAC, including, but not limited to, air handlers, compressors, duct work, finishes, and testing.
Fire Systems, including, but not limited to piping, sprinkler heads, and testing.

Security Systems, including, but not limited to, control panels, wiring, sensors, alarms, communications, and testing.

Specialty Work, including, but not limited to, elevators, escalators,

toll booth facilities, electronic toll equipment, conduit, wiring, voice and data communication systems, and testing.

The Contractor agrees to submit for acceptance a CPM baseline schedule showing Work commencing on the first chargeable Contract day and finishing on the last chargeable Contract day, thereby showing zero total float.

The Contractor shall sequence work so that only one Longest Path is created in the Baseline or Updated Baseline schedule.

The Contract Completion Date as defined in section 6.3.3.1 shall be entered into the Primavera Project Details window under "Project must finish by".

Mobilization Activities: Activities representing Contract pay item 1-101-1, Mobilization, shall be divided into 1 work activity with a duration no greater than 20 work days and 4 mobilization payment milestones that are revenue loaded according to the specification payment schedule as follows: 5% of Contract earned = 25% payment, 10% of Contract earned = 50% payment, 25% of Contract earned = 75% payment and 50% of Contract earned = 100% payment. The payment milestones should not be tied to any activities, but constrained by a "start no earlier than" constraint. The dates they are constrained to should be based on the early dates shown in the schedule cash flow tabular report by day generated by P6.

6.3.3.4.2 Activity Codes: The Contractor shall define and assign as appropriate, project-specific activity codes to allow for filtering, grouping, and sorting of activities by category to facilitate review and use of the Progress Schedule. The Contractor shall define the activity codes using the project-level option. The following are the minimum required activity codes and their values that are to be assigned to each activity in P6:

Phase: Shall have a field length of 4 characters. If the Project has more than one maintenance of traffic (M.O.T.) phase, each phase shall be identified. Each activity shall show which M.O.T. Phase it belongs to as shown in the Plans and Specifications.

Area: Shall have a field length of 6 characters. The Contractor shall create Area activity code values for each of the following areas. Each schedule activity shall have an assigned Area activity code value

Responsibility: Entity responsible for performing the work (i.e. CFX, Contractor, sub-Contractors, suppliers, utility companies, etc.).

Crew: Crew assigned to the work (i.e. Grading Crew #1, Drainage Crew #2, Pile Driving Crew, Concrete Crew, Paving Crew, Striping Crew, Signing Crew, etc.).

6.3.3.4.3 Activity Relationships: Relationships between activities shall be identified with the following information:

A. Activity ID - Shall not exceed 6 characters in length.
B. Predecessor and successor activity ID.
C. Relationship types:
FS -Finish to start
SS -Start to start
FF -Finish to finish
SF -Start to finish - This relationship is not allowed, unless authorized by CFX.
D. Lag -Negative lag is not allowed, unless authorized by CFX.

6.3.3.4.4 Schedule Constraints: All Contract milestone activities shall be constrained, as applicable, with a "Start On or After" (Early Start) date or "Finish On or Before" (Late Finish) date equal to the "Start No Earlier Than" or "Must Finish By" date specified in the Contract, except as specified below. The Contractor's use of schedule constraints not associated with Contract milestones is not allowed, unless approved by the CFX. The use of schedule constraints such as "Start On" or "Finish On" for the purpose of manipulating float or the use of schedule constraints that violate network logic such "Mandatory Start" or "Mandatory Finish" will not be allowed. When a schedule constraint is used, other than the schedule constraints specified herein, the Contractor shall provide explanation for the use of such constraint in the Progress Schedule or Progress Schedule Narrative.

Project Calendars: The Contractor shall define and assign as appropriate, project-specific calendar to each activity to indicate when the activity can be performed. The Contractor shall define the project calendars using the project-level option. The project calendars shall all use the same standard working hours per day, such as 8:00AM to 4:00PM. One of four calendars shall be used for each activity:

A. Calendar 1: shall be used for 5-day workweek activities: Monday through Friday. All holidays and non-work days shall be assigned to this calendar. This calendar shall be used for all normal Work activities. Calendar 1 shall be the default calendar.

B. Calendar 2: shall be used for 7-day workweek activities. No non-work days shall be entered into this calendar. Activities such as friction course curing shall use this calendar.

C. Calendar 3: shall be used for 7-day workweek activities. All holidays shall be entered into this calendar.

D. Calendar 4: shall be used for 6-day workweek activities. All holidays and non-work days shall be assigned to this calendar.

Additional calendars: May be assigned depending upon need. However, the Contractor shall consult with CFX before other calendars are entered and/or used in the Project schedule.

6.3.3.4.5 Revenue Loading the Schedule: Each Work activity in the schedule shall be revenue loaded using all the Contract pay items amounts related to the Work activity. Revenue shall be loaded using resources with the "Material" type. The Contractor shall verify that each pay item is represented in the schedule. The total of all revenue loading shall equal the Contract amount.

If the monthly payment requests do not reasonably agree with the monthly schedule updates/budgeted revenue of Work performed, CFX may request that the Contractor revise its revenue loading in the accepted baseline schedule and the most current updated baseline schedule. In addition, CFX may request that the Contractor revise its revenue loading in the accepted baseline and updated baseline schedules to incorporate all Supplemental Agreement changes affecting the Contract amount.

6.3.3.4.6 Updating the Baseline Schedule

Monthly Schedule Update Meetings: Monthly Schedule Update meetings shall be set by CFX and shall be transmitted to the Contractor by written notice.

CFX will establish a schedule cut-off date for each month of the Contract.

The updated baseline schedule, project progress, issues, delays, claims, planned Work, Contractor's monthly pay estimate, and baseline schedule revisions shall be among the priority items addressed in detail.

Schedule Update Process: The schedule update process shall include updating the activity actual start and finish dates, percent completion, remaining duration, and adjusting schedule logic to correct for activities being performed out of sequence, adjusting resource

allocations for activities, and changing the calendar assignments to activities as needed. The Contractor must submit evidence to CFX that any revision to schedule logic, resources, or calendar assignment is a logical, reasonable, and necessary change. If CFX decides that the revision is not sufficiently supported and does not serve a useful purpose, CFX shall request that the Contractor remove the revision from the schedule update, and the Contractor shall comply. The Contractor shall not change an activity original duration for any reason.

6.3.3.4.7 Revisions to the Baseline Schedule

1. Revisions to the accepted Baseline Schedule are only to be made at the request of CFX. CFX will request in writing that the Contractor submit a proposed revision to the Accepted Baseline Schedule to incorporate a Board Approved Supplemental Agreement.

2. The Contractor shall have fifteen calendar days from receipt of CFX's request to submit a proposed revision to the Accepted Baseline Schedule.

3. The Contractor's proposed revision shall include all transmittals, reports, diagrams, and bar charts listed in specification section 6.3.3.4.8, unless CFX requests otherwise in writing.

4. The Contractor shall submit two Schedule Comparison reports. The first report shall be a comparison between the Accepted Baseline Schedule and the Revised Baseline Schedule. The second report shall be a comparison between the current updated baseline schedule and the proposed updated baseline schedule containing the proposed revision to the accepted baseline schedule.

5. In its required narrative report, the Contractor shall state whether or not the proposed changes affect the critical path of the schedule.

6. CFX shall have 15 calendar days to review and transmit a written notice of acceptance or rejection of the Contractor's proposed revision. If CFX rejects the proposed revision, CFX shall state the reasons for rejection in the written notice. The Contractor shall have 5 calendar days to re-submit the proposed revision to CFX.

7. If the Contractor fails to submit a proposed revision that is accepted by CFX within 45 calendar days from CFX's original request date, CFX reserves the right to retain 10% of each of the Contractor's monthly payment requests until the Contractor submits a proposed revision that is accepted by CFX.

8. Upon CFX's review and acceptance, the proposed revision shall become the accepted baseline schedule. The Contractor shall incorporate the revision into the next baseline schedule update.

6.3.3.4.8 Schedule Submittals: Each baseline, revised baseline, and updated baseline schedule submittal shall include the following documents, unless CFX sends and the Contractor receives a written request to limit the submittal to certain documents for a specific submittal.

1. Transmittal: Shall be signed by the Contractor's Schedule Engineer or Resident Engineer. Shall contain the following information:

   Submittal date.
   Contractor Name.
   Complete CFX Contract Number.
   Project Description.
   Contract Resident Engineer.
   Four character P6 Project Number - Data Date

2. Schedule Update Narrative Report: The Contractor shall prepare a written narrative to accompany the required reports and graphics for the schedule update submittal. The narrative shall have the following sections:

   Schedule Status: The Schedule Status shall be a written narrative explaining the progress during the month in sufficient detail and referencing specific activities including longest path activities, milestones, design issues, means and methods issues, out of sequence activities, and actual production rates for various types of Work performed by the crews loaded as resources in the schedule.

   Delays: If the Contractor has experienced any delay, the Contractor shall explain what activities in the current period were affected by the delay and what caused the delay and how the Contractor intends to address the delay.

   Milestone Comparisons: Current period projected milestone dates versus previous period projected milestone dates, and current period projected contract completion date versus previous period projected contract completion date.

3. Schedule Comparison Report: The Contractor shall submit to CFX a detailed report showing all changes to the Project schedule since the previous monthly update, including, but not limited to the following information:

Activities worked out of sequence.
Changes in Total Float.
Changes in Early and Late Dates.
Changes in Original and Remaining Duration.
Changes in Activity Constraints.
Changes in Activity Predecessors, Successors, Relationship Type, and Lags.
Changes in Activity Resource Assignments.
Changes in Activity Cost Loading.
Changes in Activity percent completion.
Changes in Longest Path Activities.

Longest Path Bar chart: Bar chart shall be time scaled and filtered on the Longest Path activities and sorted by early start.

Area Code Bar chart: Bar chart shall be time scaled and sorted by area code. The bar chart shall include:

A. Each activity on a single line containing ID number, activity description, and a bar representing activity original duration, early start dates, early finish dates, late start dates, late finish dates and total float.

B. Key to identify all components in the bar chart and CPM.

C. Key to identify all the abbreviations used.

4. Revenue Loading Report: The Contractor shall submit to CFX a report entitled "Revenue Loading Report". The report shall include the following information:

A. Activity ID number
B. Description of activity
C. List of pay items included in activity including:
    1. Pay item number
    2. Pay item description
    3. Quantity of pay item to be applied
    4. Unit measure of pay item
    5. Unit-price of pay item
    6. Total price for pay item to be applied
D. Total revenue loading of activity (Sum of "C")

5. Revenue Flow Diagram: For any baseline Schedule, the Contractor shall submit to CFX a Revenue Flow Diagram by month. The Revenue Flow Diagram shall show the early and late curves

representing the accumulated projected dollars to be earned for each month of the Contract.

6. Tabular Revenue Report: For any Baseline Schedule, the Contractor shall submit a Tabular Revenue Report by day. The tabular report shall show columns for the accumulated and incremental projected dollar amounts to be earned on the early and late curve for each Contract day.

7. P6 Schedule Backup: The Contractor shall submit to CFX two copies of each baseline, revised baseline, and updated baseline schedule exported in ".xer" format. The files shall be submitted on compact disk (cd) or via the electronic submittal process approved by the CEI. Each submission shall have a typed label showing the following information:

    Contractor name
    The complete CFX Project number
    The four character P6 project number
    Data Date in format -> "01JAN15"
    Volume number _of _ total volume numbers (e.g., 1 of 5, 2 of 5)

8. Paper Sizes and Orientation: All printed reports shall be submitted on 8" x 11" portrait-bond paper. All printed bar charts and revenue flow diagrams shall be submitted on 8" x 11" landscape bond paper. All presentation layouts and logic diagrams shall be plotted in color with a color design jet plotter and submitted on ANSI E (34-inch x 44-inch) size coated paper.

6.3.3.4.9 Two Week Look Ahead Schedule: The Contractor shall submit a two-week look-ahead bar chart schedule produced in Microsoft Excel (or similar program) on a weekly basis. This schedule shall be submitted in advance of and reviewed at weekly progress meeting.

The look ahead schedule shall show at least one week behind for actual Work performed and two weeks ahead for planned Work. Activity IDs from the currently accepted CPM schedule shall be reflected and all major Work in progress shall be represented on the look ahead schedule. Identify all activities on the critical path.

The bar chart shall be date synchronized to the CEI's Weekly Summaries.

Changes and revisions that require the approval of CFX shall be brought forward for discussion.

6.3.3.4.10 Adjustments to Contract Time:

1. The Contract Completion Date shall not be changed in any schedule unless CFX approves a Supplemental Agreement granting an extension to the Contract Time.

2. The Contractor has the right to finish the Contract early; however, the Contractor agrees that any impact to the projected early completion date does not justify a request for a time extension because it would constitute changing the Contract completion date to match the Contractor's projected early completion date. Any float available as a result of a schedule showing early completion shall be considered project float for joint use by CFX and the Contractor.

3. The Contractor acknowledges and agrees that for purposes of considering a time extension request, a schedule activity shall not be considered to have been subject to a claimed delay unless all originally and presently scheduled predecessor activities have been completed so that no other restraints to the performance of that activity exist in the CPM schedule at the time claimed for the delay impact. The Contractor agrees that a Contract time extension request shall only be considered for one of the following reasons:

   A. The Contractor performed Extra Work that met all of the following conditions:

      1. CFX stated that the Extra Work was not to be performed concurrently with other Contract Work.

      2. The Extra Work delayed the Contract Completion Date.

      3. The Extra Work impacted one or more activities on the current CPM schedule longest path.

   B. The Contractor experienced an Excusable Delay, as defined in subarticle 6.7.3.1, that met all of the following conditions:

      1. The Contract Completion Date was delayed due to circumstances beyond the control of the Contractor.

      2. The Contractor took every reasonable action to prevent the delay.

      3. The delay impacted one or more activities on the current CPM schedule longest path.

4. The Contractor agrees that there shall be no basis for a Contract Time extension as a result of any Contract problem, Supplemental Agreement, or delay, which only results in the loss of available positive float, or an increase of negative float belonging to activities that do not reside on the CPM schedule's Longest Path.

6.3.3.4.11 Supplemental Agreements: Supplemental Agreements shall include a time impact analysis from the Contractor as to the effect of the requested change on the detailed schedule. In cases where the requested change has no impact on the Project duration, the time impact analysis shall still be included. The time impact analysis shall include a listing of the activities that are affected by the requested changes and an analysis of the change on the longest path of the detailed schedule. The Contractor and the CEI shall agree upon the impact to the schedule before a Supplemental Agreement is approved.

The approved Supplemental Agreements shall be incorporated into the next monthly schedule update.

6.3.3.4.12 Adjustment to the Contract Time: Adjustments to the Contract time are detailed in subarticle 6.7.3.

6.3.3.4.13 CPM Recovery Schedule: Should any of the following conditions exist, the Contractor shall, at no extra cost to CFX, prepare a CPM Recovery Schedule, which shall be submitted in addition to a Progress-Only schedule update of the same data date:

1. Should the Contractor's monthly progress review indicate that a CPM Recovery Schedule is required;

2. Should the CPM schedule show the Contractor to be thirty (30) or more days behind schedule at any time during the construction period;

3. Should the Contractor request to make changes in the logic of the CPM schedule which, in the opinion of CFX, are of a major nature.

The same requirements and submittals for the CPM Recovery Schedule shall apply as the original baseline schedule.

6.3.4 Beginning Work: See Article 6.7 below.

6.3.5 Provisions for Convenience of the Public: The Contractor shall schedule operations to minimize any inconvenience to adjacent businesses, vehicular or pedestrian traffic or residences. CFX reserves the right to direct the Contractor as to the performance and scheduling of Work in any areas along the Project where restrictions caused by construction operations present significant hazards to the health and safety of the general public.

When working adjacent to or over travel lanes, the Contractor shall ensure that dust, mud and other debris from Contractor's operation does not interfere with normal traffic operations or adjacent properties. All debris shall be removed from the Work area and clear zone of the Project before Work ends for the day. Trash shall be picked up and removed daily from the job by the Contractor.

6.3.6 Pre-Construction Conference: Prior to Contractor's commencement of Work on the Project, the CEI will schedule a pre-construction conference with the Contractor, utility companies and other affected parties to review the proposed Work activities and schedule of events.

6.4 Limitations of Operations

6.4.1 Night Work: In all areas where Work is being performed during the hours of dusk or darkness, the Contractor shall furnish, place and maintain lighting facilities capable of providing light of sufficient intensity (5 foot-candles minimum) to permit good workmanship and proper inspection at all times. The lighting shall be arranged so as not to interfere with or impede traffic approaching the Work site(s) from either direction or produce undue glare to property owners and traveling public.

Lighting of Work site(s) may be accomplished using any combination of portable floodlights, standard Equipment lights, existing street lights, temporary street lights, etc., that will provide the proper illumination. The Contractor shall provide a light meter to demonstrate that the minimum light intensity is being maintained. The Contractor shall provide sufficient fuel, spare lamps, generator, etc., to maintain lighting of the Work site.

The Contractor's lighting plan shall provide for and show the location of all lights necessary for every aspect of Work to be done at night. The plan shall be presented on standard size roadway plan sheets (no larger than 24" x 36") and on a scale of either 100' or 50' to the inch. The Contractor's lighting plan shall be submitted to the CEI for review and approval at least 10 days prior to beginning any night Work. The CEI may require that modifications be made to the lighting setup to fit field conditions.

The Contractor shall furnish and place variable message signs to alert approaching motorists of lighted construction area(s) ahead.

The Contractor's pickups and automobiles used on the Project shall be provided with amber flashing lights or flashing white strobe lights. These lights shall be in operation at all times while in the Project limits and/or Work area.

The Contractor's Equipment shall be provided with a minimum of four square feet of reflective sheeting or flashing lights that will be visible to approaching motorists.

The Contractor shall provide its personnel with reflective safety vests. The Contractor shall ensure that all Subcontractors are also provided with reflective safety vests. Vests shall be worn at all times while workers are within the Work area.

The Contractor shall use padding, shielding or locate mechanical and electrical Equipment to minimize noise as directed by the CEI. Noise generated by portable generators shall comply with all applicable Federal, State and local environmental regulations.

The Contractor shall have a superintendent present to control all operations involved during night Work. The superintendent shall maintain contact with the CEI and ensure that all required actions are taken to correct any problem noted.

All required traffic control devices such as signs, stripes, etc., shall be in place before the Contractor commences Work for the night and before the Contractor leaves the Work site the next morning.

Work operations that result in traffic delays more than five minutes may be temporarily suspended by the CEI to minimize the impact on the traveling public.

No private vehicles shall be parked within the limited access right of way.
The Contractor's Worksite Traffic Supervisor shall continually and adequately review traffic control devices to ensure proper installation and working order, including monitoring of lights.

Compensation for lighting for night Work shall be included in the Contract prices for the various items of the Contract. All lighting Equipment for night work shall remain the property of the Contractor.

6.4.2 Sequence of Operations: The Contractor shall not start new Work that will adversely impact Work in progress. Under such circumstances, CFX reserves the right to require the Contractor to finish a section on which Work is in progress before Work is started on any new section.

6.4.3 Interference with Traffic: The Contractor shall at all times conduct the Work in such a manner and such sequence as to ensure the least practicable interference with traffic. The Contractor's vehicles and other Equipment shall be operated in such a

manner that they will not be a hazard or hindrance to the traveling public. Materials stored along the roadway shall be placed to minimize obstruction to the traveling public.

Where existing pavement is to be widened and stabilizing is not required, the Contractor shall schedule operations such that at the end of each workday the full thickness of the base for widening will be in place. Construction of the widening strips will not be permitted simultaneously on both sides of the road except where separated by a distance of at least one-fourth of a mile along the road, where either the Work of excavation has not been started or the base has been completed.

6.4.4 Coordination with Other Contractors: The right is reserved by CFX to have other work performed by other contractors and to permit public utility companies and others to do work during the construction of and within the limits of or adjacent to the Project. The Contractor shall arrange the Work and dispose of Materials so as not to interfere with the operations of other contractors engaged upon adjacent work and shall perform the Work in the proper sequence in relation to that of other contractors and shall join with and connect to the work of others as required by the Plans and Specifications all as may be directed by the CEI.

Contractor shall be responsible for any damage done by Contractor's operations to the work performed by other contractors. Similarly, other contractors will be held responsible for damage caused their operations to the Contractor's Work. The Contractor agrees to make no claims against CFX for additional compensation due to delays or other conditions created by the operations of such other parties. Should a difference of opinion arise as to the rights of the Contractor and others working within the limits of, or adjacent to, the Project, CFX will decide as to the relative priority of all concerned.

6.4.5 Drainage: The Contractor shall conduct operations and maintain the Work in such condition that adequate drainage will be in effect at all times. Existing functioning storm sewers, gutters, ditches and other runoff facilities shall not be obstructed.

6.4.6 Fire Hydrants: Fire hydrants on or adjacent to the roadway shall be kept accessible to fire apparatus at all times and no material or obstruction shall be placed within 15 feet of any such hydrant.

6.4.7 Protection of Structures: Heavy Equipment shall not be operated close enough to pipe headwalls or other structures to cause their displacement.

6.4.8 Fencing: The Contractor shall expedite the installation of fencing at those locations where, in the opinion of the CEI, such installation is necessary for the protection, health, and safety of the public. All fencing shall be maintained by the Contractor at all times. Fence cuts shall be immediately replaced. All fence removed during any one working day shall be replaced during that same day. While the fence is down, continuous security shall be provided by the Contractor to ensure that no pedestrians

or vehicles enter or exit the roadway from the temporarily unfenced area. Specific attention shall be given to prevent any persons, animals, or vehicles moving from adjacent private property onto the roadway right-of-way.

6.4.9 Hazardous or Toxic Waste: When the Contractor's operations encounter or expose any abnormal condition which may indicate the presence of a hazardous substance, toxic waste or pollutants such operations shall be discontinued in the vicinity of the abnormal condition and the CEI shall be notified immediately. The presence of tanks or barrels; discolored earth, metal, wood, groundwater, etc.; visible fumes; abnormal odors; excessively hot earth; smoke; or other conditions which appear abnormal may be indicators of hazardous or toxic wastes or pollutants and shall be treated with extraordinary caution.

Every effort shall be made by the Contractor to minimize the spread of any hazardous substance, toxic waste or pollutant into uncontaminated areas.

The Contractor's operations in the affected area shall not resume until so directed by the CEI.

Disposition of the hazardous substance, toxic waste or pollutant shall be made in accordance with the laws, requirements and regulations of any local, state, or federal agency having jurisdiction. Where the Contractor performs Work necessary to dispose of hazardous substance, toxic waste or pollutant and the Contract does not include pay items for disposal, payment will be made, when approved in writing by a Supplemental Agreement, prior to the Work being performed.

6.4.10 Milling: The Contractor shall provide positive drainage of the remaining pavement after milling. This operation shall be done prior to opening to traffic.

The Contractor shall provide suitable transitions between milled areas of varying thickness in order to create a reasonably smooth longitudinal riding surface. In addition, the Contractor shall provide suitable transitions approaching all bridge ends at all times.

Wedges for Longitudinal and Transverse Joints: Asphalt Wedges for longitudinal and traverse joints shall be one foot wide or long, respectively, for each 1/4 inch of depth. The wedge must be installed prior to opening the lane to traffic.

The Contractor shall plan milling operations so that any lane milled will be repaved prior to opening to traffic.

6.5 Qualifications of Contractor's Personnel

The Contractor shall ensure that all of its employees are competent, careful, and reliable. All workers shall have the skills and experience necessary to properly perform the Work assigned and as required by the Plans and Specifications.

If, in the opinion of CFX, any person employed by the Contractor, or any Subcontractor, is not qualified to perform the Work or is insubordinate, disorderly, disrupts or is detrimental to the progress of the Work, such person shall be immediately removed from the Project by the Contractor upon written direction from CFX. Such person shall not be employed again on the Project without the written permission of CFX. If the Contractor fails to immediately remove such person, CFX may, at its sole discretion, withhold payments due or which may become due, or may suspend the Work until the person is removed. The Contractor shall indemnify and hold harmless CFX, its agents, consultants, officials and employees from any and all claims, actions or suits arising from such removal, discharge or suspension of a Contractor employee based on the direction of CFX.

6.6 Temporary Suspension of Contractor's Operations

6.6.1 Authority to Suspend Contractor's Operations: CFX, at its sole discretion, may suspend the Contractor's operations, wholly or in part, for such period(s) as CFX deems necessary. These periods of suspension may include adverse weather conditions, catastrophic occurrences and heavy traffic congestion caused by special events. Written notice, giving the particulars of the suspension, will be transmitted to the Contractor by CFX.

6.6.2 Prolonged Suspensions: If the suspension of operations is for an indefinite period of time, the Contractor shall store all Materials in such a manner that they will not become damaged or obstruct or impede the traveling public unnecessarily. The Contractor shall take reasonable precautions to prevent damage to or deterioration of the Work performed, shall provide suitable drainage of the roadway by opening ditches, shoulder drains, etc., and shall provide all temporary structures necessary for public travel and convenience.

6.6.3 Permission to Suspend Operations: The Contractor shall not suspend operations or remove Equipment or Materials necessary for the completion of the Work without the permission of CFX. All requests for suspension of the Contract time shall be in writing to CFX and shall identify specific dates to begin and end.

6.6.4 Suspension of Contractor's Operations - Holidays: Unless the Contractor submits a written request to work on a holiday at least ten days in advance of the requested date and receives written approval from the CEI, the Contractor shall not work on the following days: Martin Luther King, Jr. Day; Memorial Day; the Saturday and Sunday immediately preceding Memorial Day; Independence Day; Independence Day (Observed); Labor Day; the Friday, Saturday, and Sunday immediately preceding Labor Day; Veterans Day; Veterans Day (Observed); the Wednesday immediately preceding Thanksgiving Day; Thanksgiving Day; the Friday, Saturday and Sunday immediately following Thanksgiving Day; and December 24 through January 2, inclusive. Contract Time will be charged during these holiday periods regardless of whether or not the Contractor's operations have been suspended. The Contractor is not entitled to any additional compensation for suspension of operations during such holiday periods.

During such suspensions, the Contractor shall remove all Equipment and Materials from the clear zone, except those required for the safety of the traveling public and retain sufficient personnel at the job site to properly meet the requirements of Sections 102 and 104 of the Technical Specifications. The Contractor is not entitled to any additional compensation for removal of Equipment from clear zones or for compliance with Section 102 and Section 104 during such holiday periods.

Any special events known to CFX that may impact Contractor operations are shown on the Plans.

6.7 Contract Time

6.7.1 General: The Contractor shall complete the Work in accordance with the Plans and Specifications and within the Contract Time specified in the Special Provisions including approved extensions.

For scheduling purposes, the Contractor shall take into consideration holidays and all weather conditions (except those listed in subarticle 6.7.3) that may be encountered during the performance of the Work.

The effect on job progress of utility relocations and adjustments and scheduling of construction operations to maintain traffic shall also be considered by the Contractor in the scheduling of Contract time.

6.7.2 Date of Beginning of Contract Time: The date on which Contract time will begin shall be the date of notice to begin Work or as specified in the Notice to Proceed.

6.7.3 Adjusting Contract Time:

6.7.3.1 Contract Time Extension: CFX has established an allowable Contract duration, in terms of calendar days, sufficient to complete the Work covered by the Contract. By execution of the Contract, the Contractor agrees that the calendar days are sufficient to perform the Work and it has priced its bid considering the Contract duration. If the Contractor's Work (which Work is actually on the critical path) is impacted by one or more of the following events, CFX may (but is not obligated to) consider approving an extension of time:

1. War or other act of public enemies.

2. Riot that would endanger the well-being of Contractor's employees.

3. Earthquake.

4. Unpredictable acts of jurisdictional governmental authorities acting outside the scope of current laws and ordinances.

5. Hurricane (or other weather event) but only if the weather event results in the declaration of an emergency by the Governor of the State of Florida within the geographical area which includes the Work area.

6. Utility relocation and adjustment Work only if all the following criteria are met:

   a. Utility work actually affected progress toward completion of Work on the critical path.

   b. The Contractor took all reasonable measures to minimize the effect of utility work on critical path activities including cooperative scheduling of his operations with the scheduled utility work.

7. Temperature restrictions that prohibit placement of friction course (FC-5 only) provided all other Work is completed.

8. Epidemics, pandemics, quarantine restrictions, strikes (unless caused or provoked by actions of the Contractor, or its subcontractors, or its materialmen, or its suppliers or its agents), freight embargoes.

9. Impacts to the critical path caused by other contractors.

10. Punch List is not furnished by the CEI in accordance with the applicable timelines provided in Section 218.735(7), Florida Statutes.

Time will not be granted for inclement weather other than as provided for in this section. In submitting a request for time extension, the Contractor shall comply with the following requirements:

1. Notify CFX in writing of the occurrence of a delay event within 48 hours of the beginning of the event.

2. Furnish a detailed written explanation of the impact of the delaying event on the scheduled Work with supporting documentation in the form of job records.

3. Provide proof that the Contractor has taken all necessary steps to protect the Work, the Contractor's employees, Materials and Equipment from the effects of the event.

CFX will consider the delays in delivery of materials or component equipment that affect progress on a controlling item of work as a basis for granting a time extension if such delays are beyond the control of the Contractor or supplier. Such delays may include an area-wide shortage, an industry-wide strike, or a natural disaster that affects all feasible sources of supply. In such cases, the Contractor shall furnish substantiating letters from a representative number of manufacturers of such materials or equipment clearly confirming that the delays in delivery were the result of an area-wide shortage, an industry-wide strike, etc. No additional compensation will be made for delays caused by delivery of materials or component equipment.

CFX will not consider requests for time extension due to delay in the delivery of custom manufactured equipment such as traffic signal equipment, highway lighting equipment, etc., unless the Contractor furnishes documentation that the Contractor placed the order for such equipment in a timely manner, the delay was caused by factors beyond the manufacturer's control, and the lack of such equipment caused a delay in progress on a controlling item of work. No additional compensation will be paid for delays caused by delivery of custom manufactured equipment.

6.7.3.2 An extension of time (rather than monetary compensation) will be the Contractor's sole and exclusive remedy in the event that an extension of time is justified under subarticle 6.7.3.1. The Contractor shall not be entitled to damages when an extension of time is permitted or granted under said subarticle.

6.8 Failure of Contractor to Maintain Satisfactory Progress

6.8.1 General: Time is of the essence of the Contract. Unsatisfactory progress will be deemed to have occurred when:

1. The allowed Contract time for performing the Work has expired and the Contract Work is not complete; or

2. The specified time or date for performing a special milestone stage of the Work (as may be set forth in the Special Provisions) has expired and the Work for that milestone stage is not complete; or

3. The allowed Contract time has not expired and the net dollar value of completed Work (gross earnings less payment for stockpiled Materials) is 15 percentage points or more below the dollar value of Work that should have been completed according to the accepted working schedule for the Project. The dollar value of Work, which should have been completed, is defined as the average between the early start and late start scheduled earnings according to the approved working schedule. After falling 15 percent behind, the delinquency continues until the dollar value of Work is within 5 percentage points of the dollar value of Work that should be completed according to the accepted working schedule for the Project.

In addition to the retainage specified in Article 7.6 of these General Specifications, retainage may also be withheld on partial payments at any time throughout the duration of the Contract due to unsatisfactory progress. The amount of retainage withheld will be one (1) percent of the gross amount earned for the month for every one (1) percent the project is below the dollar value of the Work that should have been completed according to the accepted working schedule for the Project. Retainage held due to unsatisfactory progress will be returned once the delinquency has been cured.

6.9 Default and Termination of Contract

6.9.1 Determination of Default: CFX will give notice in writing to the Contractor and Contractor's surety of such delay, neglect, or default for any of the following:

a. If the Contractor fails to begin the Work under the Contract within the time specified in the Notice to Proceed or;
b. fails to perform the Work with sufficient workmen and Equipment or with sufficient Materials to assure the prompt completion of the Contract as related to the schedule or;
c. performs the Work unsuitably or neglects or refuses to remove Materials or;
d. to perform anew such Work as may be rejected as unacceptable and unsuitable or;
e. discontinues the prosecution of the Work or;
f. fails to resume Work which has been discontinued within a reasonable time after notice to do so or;
g. fails to pay timely its subcontractors, suppliers or laborers or;
h. submits a false or fraudulent Certificate of Disbursement of Previous Payments form or;
i. becomes insolvent or is declared bankrupt or;
j. files for reorganization under the bankruptcy code or;
k. commits any act of bankruptcy or insolvency, either voluntarily or involuntarily or;
l. allows any final judgment to stand against it unsatisfied for a period of ten calendar days or;
m. makes an assignment for the benefit of creditors or;
n. for any other cause whatsoever, fails to carry on the Work in an acceptable manner or;
o. if the surety executing the bond, for any reasonable cause, becomes unsatisfactory in the opinion of CFX. or;
p. Failure to ensure that D/M/WBE firms have the maximum opportunity to participate in performance of the Contract shall constitute failing to prosecute the Work in an acceptable manner.

If the Contractor, within a period of 10 calendar days after the notice described above, does not proceed to correct the default, CFX may give notice of default in writing to the Contractor and the surety stating the nature of the default and providing the amount of time which will be allowed to correct the default.

If the Contractor (within the curative period described in the notice of default) does not correct the default, CFX will have full power and authority to remove the Work from the Contractor and to declare the Contract in default and terminated.

If the Contract is declared in default, CFX may require the Contractor's surety to take over and complete the Contract performance. Upon the failure or refusal of the surety to assume the Contract within the time demanded, CFX may take over the Work covered by the Contract.

CFX shall have no liability for profits related to unfinished Work on a Contract terminated for default.

6.9.2 Public Interest Termination of Contract: CFX may, by written notice, terminate the Contract or a portion thereof after determining that, for reasons beyond either CFX or Contractor control, the Contractor is prevented from proceeding with or completing the Work as originally contracted for, and that termination would therefore be in the public interest. Such reasons for termination may include but need not be necessarily limited to, executive orders of the President relating to prosecution of war or national defense, national emergency which creates a serious shortage of Materials, orders from duly constituted authorities relating to energy conservation and restraining order or injunctions obtained by third-party citizen action resulting from national or local environmental protection laws or where the issuance of such order or injunction is primarily caused by acts or omissions of persons or agencies other than the Contractor.

When the Contract or any portion thereof, is terminated (as aforesaid) before completion of all items of Work in the Contract, payment will be made for the actual number of units or items of Work completed, at the Contract unit price or as mutually agreed for items of Work partially completed. No claims for loss of anticipated profits will be considered.

Reimbursement for mobilization expenses (when not otherwise included in the Contract), including moving Equipment to the job, will be considered where the volume of Work completed is too small to compensate the Contractor for these expenses under the Contract unit prices; the intent being that an equitable settlement will be made with the Contractor.

Acceptable Materials procured by the Contractor for the Work, that have been inspected, tested, and approved by CFX and that are not incorporated in the Work, may be purchased from the Contractor at actual cost, as shown by receipted bills and actual cost records, at such points of delivery as may be designated by CFX.

Termination of the Contract or a portion thereof, under the provisions of this subarticle, shall not relieve the Contractor of Contractor's responsibilities for the completed portion nor shall it relieve Contractor's surety of its obligation for, and concerning any just claims arising out of, the Work performed.

CFX may also, upon seven days written notice to the Contractor, without cause and without prejudice to any other right or remedy of CFX, elect to terminate the Contract. In such case, the Contractor will be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, in accordance with existing pay items;

2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, Materials or Equipment as required by the Contract Documents in connection with uncompleted Work, plus mutually agreeable sums for overhead and profit on such expenses.

The Contractor shall not be paid because loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

6.9.3 Completion of Work by CFX: Upon declaration of default and termination of the Contract, CFX will have the right to appropriate or use any or all Materials and Equipment on the sites where Work is or was occurring which are suitable and acceptable and may enter into agreements with others for the completion of the Work under the Contract or may use other methods which in the opinion of CFX are required for Contract completion. All costs and charges incurred by CFX because of or related to the Contractor's default (including the costs of completing Contract performance) shall be charged against the Contractor. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the Contractor and the surety shall be jointly and severally liable and shall pay CFX the amount of the excess.

6.10 Liquidated Damages for Failure to Complete the Work

6.10.1 Liquidated Damages for Failure to Complete the Work: The Contractor shall pay to CFX liquidated damages in the amount specified in the Special Provisions per calendar day for failure of the Contractor to complete the Work within the Contract time stipulated or within such additional time as may have been granted by CFX.

6.10.2 Determination of Number of Days of Default: Default days shall be counted in calendar days.

6.10.3 Conditions Under Which Liquidated Damages are Imposed: If the Contractor (or in circumstance of the Contractor default, the surety) fails to complete the Work within the Contract time stipulated or within such extra time as may have been granted by CFX, the Contractor (or the surety) shall pay to CFX, not as a penalty but as liquidated damages, the amount due.

6.10.4 Right of Collection: CFX reserves the right, at its sole option, to apply as payment on liquidated damages due any money which is due the Contractor by CFX.

6.10.5 Allowing the Contractor to Finish Work: Allowing the Contractor to continue and to finish the Work or any part of it, after the expiration of the Contract time allowed, including time extensions, shall in no way act as a waiver on the part of CFX of the liquidated damages due under the Contract.

6.10.6 Liability for Liquidated Damages: In the event of default of the Contract and the completion of the Work by CFX, the Contractor and the Contractor's surety shall be liable for the liquidated damages under the Contract. No liquidated damages shall be chargeable for any delay in the final completion of the Work due to any unreasonable action or delay on the part of CFX.

6.11 Release of Contractor's Responsibility

The Contract will be considered completed when all Work has been finally accepted, in writing, by CFX. The Contractor will then be released from further obligation except as set forth in the Public Construction Bond and as provided in subarticle 3.9.5, Recovery Rights Subsequent to Final Payment.

6.12 Recovery of Damages Suffered by Third Parties

In addition to liquidated damages, CFX may recover from the Contractor amounts paid by CFX for damages suffered by third parties unless the failure to timely complete the Work was caused by CFX acts or omissions.

6.13 Express Warranty

The Contractor warrants and guarantees the Work to the full extent provided for in and required by the Contract Documents. Without limiting the foregoing or any other liability or obligation with respect to the Work, the Contractor shall, at its expense and by reason of its express warranty, make good any faulty, defective, or improper parts of the Work discovered within one (1) year from the date of final acceptance of the Project, expressed in writing, by CFX. The Contractor also warrants that all materials furnished hereunder meet the requirements of the Contract Documents and expressly warrants that they are both merchantable and fit for the purpose for which they are to be used under the Contract Documents.

Should any subcontractor or material supplier of Contractor provide an express warranty for its work or materials to the Contractor which is thereafter assigned to CFX or provide a warranty for its work or materials directly to CFX, such warranty shall not preclude CFX from the exercise of any alternative means of relief against Contractor, whether contractual, extra-contractual, statutory, legal or equitable.

END OF SECTION 6

SECTION 7 - MEASUREMENT AND PAYMENT

7.1 Measurement of Quantities

7.1.1 Measurement Standards: Unless otherwise stipulated, all Work completed under the Contract shall be measured by CFX according to United States Standard Measures.

7.1.2 Method of Measurements: All measurements shall be taken horizontally or vertically unless otherwise stipulated. Consistent with this, any corrugations, rustications, or deviations in texture will not be quantified for surface area measurement and payment.

7.1.3 Determination of Pay Areas:

7.1.3.1 Final Calculation: In measurement of items paid for on the basis of area of finished Work, where the pay quantity is determined by calculation, the lengths and/or widths used in the calculations shall be either 1) the station to station dimensions shown on the Plans, 2) the station to station dimensions actually constructed within the limits designated by CFX or 3) the final dimensions measured along the surface of the completed Work within the neat lines shown on the Plans or designated by CFX. The method or combination of methods of measurement shall be those that reflect, with reasonable accuracy, the actual plane surface area, irrespective of surface and texture details of the finished Work as determined by CFX.

7.1.3.2 Plan Quantity: In measurement of items paid for on the basis of area of finished Work, where the pay quantity is designated to be the plan quantity, the final pay quantity shall be the plan quantity subject to the provisions of subarticle 7.3.2. In general, the plan quantity shall be calculated using lengths based on station to station dimensions and widths based on neat lines shown on the Plans.

7.1.4 Construction Outside Authorized Limits: Except where such Work is performed upon written instruction of CFX, no payment will be made for surfaces constructed over a greater area than authorized or for material moved from outside of slope stakes and lines shown on the Plans.

7.1.5 Truck Requirements:

The Contractor shall certify that all trucks used have a manufacturer's certification or permanent decal showing the truck capacity rounded to the nearest tenth of a cubic yard placed on both sides of the truck. The capacity shall include the truck body only and any side boards added shall not be included in the certified truck body capacity.

7.1.6 Ladders and Instrument Stands for Bridge Construction: To facilitate necessary measurements, the Contractor shall provide substantial ladders to the tops of piers and bents and shall place and move ladders as required by the CEI. For bridges crossing water or marshy areas, the Contractor shall provide fixed stands for instrument mounting and measurements.

7.2 Scope of Payments.

7.2.1 Items Included in Payment:

Accept the compensation as provided in the Contract as full payment for furnishing all materials and for performing all work contemplated and embraced under the Contract; also for all loss or damage arising out of the nature of the work or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its final acceptance; also for all other costs incurred under the provisions of the General Specifications.

For any item of work contained in the proposal, except as might be specifically provided otherwise in the basis of payment clause for the item, include in the Contract unit price (or lump sum price) for the pay item or items the cost of all labor, equipment, materials, tools, and incidentals required for the complete item of work, including all requirements of the Section specifying such item of work, except as specifically excluded from such payments.

7.2.1.1 Fuels: CFX will, in the Contract Documents, provide an estimated quantity for fuel requirements for gasoline and diesel to cover the work specified in the Contract. Price adjustments will be made only for the amount of gasoline and diesel fuel estimated by CFX as required to complete the Contract. The requirement of each type of fuel for each pay item is estimated by multiplying the CFX standard fuel factor for that pay item by the quantity of that pay item. Price adjustments made for fuel used after expiration of the last allowable Contract Day (including any time extensions) will be limited to the increases or decreases dictated by the index in effect on the last allowable Contract Day. On Contracts with an original Contract Time in excess of 120 calendar days, CFX will make price adjustments on each applicable progress estimate to reflect increases or decreases in the price of gasoline and diesel from those in effect during the month in which bids were received. The Contractor will not be given the option of accepting or rejecting these adjustments. Price adjustments for these fuels will be made only when the current fuel price (CFP) varies by more than 5% from the price published when bids were received (BFP), and then only on the portion that exceeds 5%. For definition purposes, should a project bid prior to the 15th of any month, the bid index will be the index for the month prior to the bid. Should a project bid after the 14th of the month, the bid index will be the index for the month of the bid.

Price adjustments will be based on the monthly bulk average price for gas and diesel as derived by the FDOT. These average indexes shall be determined by averaging bulk fuel prices on the first day of each month as quoted by major oil companies that are reasonably expected to furnish fuel for projects in the State of Florida. Average price indices for gasoline and diesel will be available on the FDOT Construction Office website before the 15th of each month, at the following URL: https://www.fdot.gov/construction/fuel-bit/fuel-bit.shtm.

Payment will be based on the quantities shown on the progress estimate on all items for which established standard fuel factors which are included in the bid documents or, if omitted, are on a file maintained by the FDOT at the time of bid.

Payment on progress estimates will be adjusted to reflect adjustments in the prices for gasoline and diesel in accordance with the following:

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

Ai = Fi (Pi - .95 Pb) during a period of decreasing prices.

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

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

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

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

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

Ai = Fi (Pi - 1.05 Pb) during a period of increasing prices.

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

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

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

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

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

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

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

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

$ Adjustment = (ID)(Gallons)

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

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

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

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

by the ton, that do contain Reclaimed Asphalt Pavement (RAP), the number of gallons will be determined assuming a mix design with 5% liquid asphalt weighing 8.58 lb/gal.

Asphalt concrete items payable by the square yard will be converted to equivalent tons assuming a weight of 100 lb/yd^2 per inch.

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

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

7.3 Compensation for Altered Quantities

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

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

7.3.2 Payment Based on Plan Quantity:

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

with the criteria for significant changes as defined in subarticle 2.3.1 of these General Specifications.

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

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

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

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

7.3.3 Lump Sum Quantities:

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

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

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

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

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

(a) Labor:

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

for general supervision and the furnishing and repairing of small tools used on the Work. Agreed wage rates shall not be in excess of the rates paid for comparable Work on the Project.

(b) Materials and Supplies:

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

(c) Equipment:

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

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

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

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

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

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

will be paid in a single day.

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

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

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

Allowable Hourly Operating Cost = Hourly Operating Cost x 100%

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

Standby Rate = Allowable Hourly Equipment Rate x 50%

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

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

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

(d) Subcontractor Work

The Contractor will be allowed a markup of 10% on the first $50,000 and a markup of 5% on any amount over $50,000 on any subcontract directly related to the alteration, change, additional or unforeseen Work. A

subcontractor mark-up will be allowed only by the prime Contractor and a first tier subcontractor.

(e) Insurance, Bond and Taxes:

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

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

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

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

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

7.5 Deleted Work

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

7.6 Partial Payments

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

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

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

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

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

7.6.2 Unsatisfactory Payment Record: CFX reserves the right to disqualify the Contractor from bidding on future contracts by CFX if the Contractor's payment record relating to the Work becomes unsatisfactory. The Contractor's surety may also be disqualified from issuing bonds for future contracts by CFX should the surety similarly fail to perform under the terms of the bond.

7.6.3 Withholding Payment for Defective Work: Should any defective Work or Materials be discovered prior to final acceptance or should a reasonable doubt arise prior to final acceptance as to the integrity of any part of the completed Work, payment for such defective or questioned Work will not be allowed until the defect has been remedied and causes of doubt removed.

7.6.4 Partial Payments for Delivery of Certain Materials:

7.6.4.1 General: Partial payments will be allowed for certain Materials stockpiled in approved locations in the vicinity of the Project. For structural steel, precast drainage structures and precast/prestressed concrete elements, where off-site

fabrication is required, the term "in the vicinity of the Project" will be interpreted to include a site remote from the Project provided that condition 1) listed below is satisfied.

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

1) There must be reasonable assurance that the stockpiled material will be incorporated into the specific project on which partial payment is made.

2) The stockpiled material must be approved as meeting applicable specifications.

3) The total quantity for which partial payment is made shall not exceed the estimated total quantity required to complete the project.

4) The Contractor shall furnish the CEI with copies of certified invoices to document the value of the materials received. The amount of the partial payment will be determined from invoices for the material up to the unit price in the Contract.

5) Delivery charges for materials delivered to the jobsite will be included in partial payments if properly documented.

6) Partial payments will not be made for materials which were stockpiled prior to award of the Contract for a project.

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

1) Partial payments less than $5,000 for any one month will not be processed.

2) Partial payments for structural steel and precast/prestressed items will not exceed 85% of the bid price for the item. Partial payments for all other items will not exceed 75% of the bid price of the item in which the material is to be used.

3) Partial payment will not be made for aggregate and base course material received after paving or base construction operations begin except when a construction sequence designated by the CEI requires suspension of paving and base construction after the initial paving operations, partial payments will be reinstated until the paving and base construction resumes.

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

locations will be allowed if the conditions of subarticle 7.6.4.1 and the following conditions are met:

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

2) The following clauses shall be added to the contract between the Contractor and the supplier of the stockpiled materials:

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

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

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

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

On initial payment, the Contractor shall assure that all subcontractors and Materials suppliers having an interest in the Contract receive their share of the payments due. CFX will not make any progress payments after the initial partial payment until the Contractor certifies pro rata shares of the payment out of previous progress payments received by the Contractor have been disbursed to all subcontractors and suppliers having an interest in the Contract, unless the Contractor demonstrates good cause for not making any required payment and furnishes written notification of any such good cause to both CFX and the affected subcontractors and suppliers. Contractor shall

execute and submit a Certification of Disbursement of Previous Payments form, supplied by CFX, with each payment request after the initial request. Submitting a false or fraudulent certification will result in a determination of default by the Contractor in accordance with Article 6.9.1 of these General Specifications.

7.6.6 Reduction of Payment for Unsatisfactory Services or Products

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

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

7.7 Record of Construction Materials

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

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

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

7.8 Disputed Amounts Due Contractor

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

7.9 Acceptance and Final Payment

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

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

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

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

B) The Contractor has properly maintained the Project as specified hereinbefore.

C) The Contractor has furnished a sworn affidavit to the effect that all bills are paid and no suits are pending (other than those exceptions listed if any) in connection with the Work of the Contract and that the Contractor has not

offered or made any gift or gratuity to or made any financial transaction of any nature with, any employee of CFX. Tort liability exceptions, if any, shall be accompanied by evidence of adequate insurance as required in Article 5.11 of these General Specifications.

D) The surety on the Public Construction Bond has consented (by completion of its portion of the affidavit and surety release) to final payment to the Contractor and agrees that the making of such payment shall not relieve the surety of any of its obligations under the bond.

E) The Contractor has submitted all mill tests and analysis reports to CFX.

F) The Contractor has submitted insurance certificates for extended coverage as required by Article 5.11 of these General Specifications.

G) The Contractor has previously submitted As-built Drawings as required by Article 3.3.1 of these General Specifications.

H) The Contractor has submitted the completed density log book as required by Article 120-10.4.2 of the Technical Specifications.

I) The Contractor has submitted the final material testing certification as required by Article 105-6 of the Technical Specifications.

J) The Contractor has submitted all warranties and operation and maintenance manuals required by various Articles and Subarticles of Specifications.

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

7.10 Offsetting Payments

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

END OF SECTION 7

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

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

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

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

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

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

(1) Whether the Contractor, provided written notice to certified D/M/WBEs performing the type of Work that the Contractor intends to subcontract, advising the D/M/WBEs (a) of the specific Work the Contractor intends to subcontract; and (b) that their interest in the Contract is being solicited;

(2) Whether the Contractor provided interested D/M/WBEs assistance in reviewing the Contract Plans and Specifications;

(3) Whether the Contractor assisted interested D/M/WBEs in obtaining any required bonding, lines of credit, or insurance;

(4) Whether the Contractor's efforts were merely pro forma and given all relevant circumstances, could not reasonably be expected to produce sufficient D/M/WBE participation to meet the objective.

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

8.2 Disadvantaged, Minority and Women Owned Businesses - Participation Objective

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

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

(1) "Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States or lawfully admitted permanent residents and who are women, Black Americans, Hispanic American, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans. Individuals in the following groups are presumed to be socially and economically disadvantaged:

(a) "Black Americans", which includes persons having origins in any of the black racial groups of Africa;

(b) "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish or Portuguese culture or origin, regardless of race;

(c) "Asian-Pacific Americans", which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the

Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific and the Northern Marianas;

(d) "Native Americans", which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

(e) "Asian-Indian Americans", which includes persons whose origins are from India, Pakistan, and Bangladesh; and

(f) "Women".

(2) "Joint Venture" means an association of two or more firms to carry out a single business enterprise for which purpose the firms combined their property, money, effects, skills or knowledge.

(3) "Certified" means a finding by Orange County, Florida, the City of Orlando, Florida, and Florida Department of Transportation that the business is a bona fide Minority, Women or Disadvantaged owned and operated business.

(4) " Independently Owned and Operated" means a business that is not affiliated or associated with the general contractor or prime contractor providing work or services on CFX project(s) or procurement in which the D/M/WBE seeks to participate. Affiliated status may be determined through common ownership, management, employees, facilities, inventory or any other factors, which would prevent or inhibit independent status

(5) "Women Business Enterprise" comprises all women. All women business owners will be classified as a Women Business Enterprise.

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

1. Soliciting price quotations and arranging a time for the review of plans, quantities, specifications, and delivery schedules, and for the preparation and presentation of quotations;

2. Providing assistance to D/M/WBEs in overcoming barriers such as the inability to obtain bonding, financing, or technical assistance;

3. Carrying out information and communication programs or workshops on contracting procedures and specific contracting opportunities in a timely manner, with such programs being bilingual where appropriate;

4. Contacting Minority Contractor Associations, city, and county agencies with

programs for disadvantaged individuals for assistance in recruiting and encouraging eligible D/M/WBE contractors to apply for certification.

5. Meeting with appropriate officials of CFX, including its Supplier Diversity Office, to assist with the Contractor's efforts to locate D/M/WBEs and assist with developing joint ventures, partnering, and mentorship.

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

1. The total dollar value of the contract to be awarded to the certified D/M/WBE will not be counted toward the applicable D/M/WBE objective unless approved by CFX.

2. A portion of the total dollar value of a contract, with an eligible joint venture, equal to the percentage of the ownership and control of the D/M/WBE partner in the joint venture may be counted toward the D/M/WBE objective.

3. Only expenditures to D/M/WBEs that perform a commercially useful function may be counted toward the D/M/WBE objective. A D/M/WBE is considered to perform a commercially useful function when it actually performs and manages at least 51 percent of the work subcontracted to it. To determine whether a D/M/WBE is performing a commercially useful function, CFX will evaluate all relevant factors such as the amount of Work subcontracted and industry practices.

4. Consistent with normal industry practices, a D/M/WBE may enter into subcontracts. If a D/M/WBE subcontracts 50 percent or more of the Work assigned to it, the D/M/WBE shall be presumed not to be performing a commercially useful function.

5. Expenditures for materials and supplies obtained from D/M/WBE suppliers and manufacturers may be counted toward the D/M/WBE objective, provided that the D/M/WBEs assume the actual and contractual responsibility for the provision of the materials and supplies. The percentage allowed toward the D/M/WBE objective is as follows:

(a) All expenditures to a D/M/WBE manufacturer (i.e., a supplier that produces goods from raw materials or substantially alters them before resale) may be counted toward the D/M/WBE objective.

(b) 1. A Contractor may count toward its D/M/WBE objective 60 percent of its expenditures for materials and supplies required under a contract and obtained from a D/M/WBE regular

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

2. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Contractor.

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

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

1. The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials of supplies required for performance of the Contract, provided that the fee or commission is determined by the recipient to be reasonable and not excessive as compared with fees customarily allowed for similar services.

2. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

3. The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the Contract, provided that the fee or commission is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

4. Those sums that, subsequent to the receipt of bids, CFX elects, under the provisions of the Direct Materials Purchase Option, to purchase materials originally proposed by the Contractor to CFX to have been an element of the Work of a certified D/M/WBE contractor/subcontractor/vendor.

8.2.5 Records and Reports: The Contractor shall develop a record keeping system to monitor its D/M/WBE participation and shall maintain the following records:

1. the procedures adopted to comply with these special provisions;

2. The number of subordinated contracts on CFX projects awarded to D/M/WBEs;

3. the dollar value of the contracts awarded to D/M/WBEs;

4. the percentage of the dollar value of all subordinate contracts awarded to D/M/WBEs as a percentage of the total contract amount;

5. a description of the general categories of contracts awarded to D/M/WBEs;

6. the specific efforts employed to identify and award contracts to D/M/WBEs;

7. maintenance of records of payments and monthly reports to CFX;

8. Subcontract Agreement between Contractor and D/M/WBE subcontractors; and

9. any other records required by CFX's Project Manager or Executive Director.

The records maintained by the Contractor in accordance with this Section shall be provided to CFX for review within 48 hours of the CFX request. The Contractor shall submit a properly executed D/M/WBE Payment Certification monthly during the life of the D/M/WBE subcontract whether payment is made or not.

8.3 Subletting of Contracts - Participation Objective

No request to sublet Work will be approved unless it is in compliance with the Contractor's approved D/M/WBE Utilization Form "Certification of Subcontract Amount to D/M/WBE Contractor", shall be completed and submitted with the Request for Authorization to Sublet Work. One copy of the certification will be attached to each copy of the Request for Authorization to Sublet Work.

END OF SECTION 8

SECTION 9 - BINDING ARBITRATION

9.1 CFX and the Contractor shall submit any and all unsettled claims, counterclaims, and disputes to the Disputes Review Board (DRB) prior to initiating a demand for arbitration pursuant to this Section.

9.2 No demand for arbitration of any claim, dispute or other matter referred to the DRB initially for decision will be made until after final acceptance, per Article 3.9, of all Contract Work by CFX. The filing party shall pay all applicable fees associated with requested arbitration proceedings.

The failure to demand arbitration within thirty (30) days after final acceptance will result in the DRB's decision being final and binding upon CFX and Contractor.

9.3 Notice of the demand for arbitration is satisfied when it is filed in writing with the other party to the Contract and with the American Arbitration Association (including required fees). A copy will be sent to the Board for information.

9.4 The arbitration shall occur in Orlando, Florida and shall be conducted by a three (3) member panel pursuant to and under the auspices of the Construction Industry Arbitration Rules of the American Arbitration Association.

9.5 Procedure for Binding Arbitration

Arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, subject to the limitations of this Section. The agreement to arbitrate (and any other agreement or consent to arbitrate entered into in accordance herewith) will be specifically enforceable under the laws of Florida.

Arbitration shall include by consolidation, joinder or in any other manner any person or entity who is not a party to the Contract in circumstances where:

- the inclusion of such other person or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration, and
- such other person or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings, and
- the written consent of the other person or entity sought to be included and of CFX and Contractor has been obtained for such inclusion, which consent shall make specific reference to this paragraph.

In order to assure complete resolution of any claim or controversy, the Contractor shall provide and require (in the agreements with subcontractors and material suppliers) for joinder in such arbitration proceedings. Therefore, if a claim, dispute or other matter in question between CFX and Contractor involves the work of a Subcontractor, either CFX or Contractor may join such subcontractor as a party to the arbitration. Nothing in this paragraph or in the provision of such subcontract consenting to joinder shall create any claim, right or cause of action in favor of subcontractor or supplier, and against CFX, CEI, or any of their consultants that does not otherwise exist.

In connection with the arbitration proceedings all participants shall be afforded pre-hearing discovery in accordance with the rules of the American Arbitration Association.

END OF SECTION 9

SECTION 10 - PARTNERING AND DISPUTES RESOLUTION

10.1 Partnering

The objective of Partnering is to establish a partnership charter and action plan for the Contractor, CFX and other parties impacted by the activities covered under the Contract to identify and achieve reciprocal goals. These objectives may be met through participation in workshops held periodically throughout the duration of the Contract.

Prior to the pre-construction conference, CFX, the CEI, and the Contractor shall meet and plan an initial partnering/team building workshop. At this planning session, arrangements will be made to select a workshop facilitator, determine attendees, agenda, duration and location. Attendees should include representatives of CFX, the CEI, and other key Project personnel, the Contractor's superintendent and other key personnel as well as others mutually agreed upon by CFX and the Contractor. Additional workshops may be held periodically throughout the duration of the Contract if authorized by CFX.

CFX will arrange for and pay the cost of providing a facilitator and meeting room and for all other direct costs associated with the Partnering workshops. No separate compensation will be paid to the Contractor to attend partnering meetings

10.2 Disputes Resolution

10.2.1 Disputes Review Board

A Disputes Review Board ("Board") will be established to assist in the resolution of disputes arising out of the Work on the Project. This document describes the purpose, procedure, function and features of the Board.

The Board will provide special expertise to assist and facilitate the timely and equitable resolution of disputes and controversies between CFX and the Contractor in an effort to avoid construction delays and future claims.

It is not intended for CFX or the Contractor to avoid the normal responsibility to cooperatively and fairly settle differences by indiscriminately requesting dispute resolution by the Board. It is intended the Board encourage CFX and the Contractor to first try resolving potential disputes without resorting to the procedure set forth herein.

The Board will be used only when the claims procedure detailed in the Contract has been followed and has been unsuccessful. It is a condition of the Contract that the parties use the Board. Adherence to the Contract claims procedure is a condition precedent to the submission of a dispute to the Board, and the submission of an unresolved dispute to the Board is, in turn, a condition precedent to arbitration of such issue.

The Board will fairly and impartially consider disputes referred to it. The Board will receive testimony and other relevant evidence regarding such disputes, will analyze the facts within the parameters of the Contract, and will then provide written recommendations (to CFX and Contractor) to assist in the resolution of the disputes. The recommendations of the Board will not be binding on either CFX or the Contractor; however, the Board's recommendations and findings shall be admissible for all purposes in any subsequent arbitration proceedings or the judicial enforcement thereof.

10.2.2 Continuance of Work During Dispute

During the dispute resolution process the Contractor shall conform to the CEI's decision or order and continue with the Work as directed by the CEI in a diligent manner and without delay. Such Work will be governed by all applicable provisions of the Contract. With respect to any protested Work, the Contractor will keep complete records of extra costs and time incurred. Except for sealed Bid Records, the Contractor will permit CEI and the Board access to any records needed for evaluating the dispute, without any claim of privilege or confidentiality.

10.2.3 Disputes Review Board Membership

The Board will consist of three Members, one Member selected by CFX and approved by the Contractor, and one Member selected by the Contractor and approved by CFX. The first two Members will mutually select and agree on the third Member, which third Member shall not be subject to approval by either the Contractor or CFX. Normally, the third Member will act as Chairman for all Board activities. If the third Member declines to act as Chairman, the Members shall select an alternative Chairman. Neither the Contractor nor CFX shall seek to influence the Chairman selection decision.

The Contractor and CFX shall each submit the name and credentials of their proposed Member to the other within ten (10) days of the Contract award. The two Members, upon acceptance, shall meet promptly and mutually agree on the third Member. A Notice to Proceed shall not be issued until the Board Members have been selected and have signed the Three-Party Agreement. All three Members shall attend the Pre-Construction Meeting.

All Board Members shall be experienced with major road and bridge construction and the associated construction methods involved in the Project, in the interpretation of contract documents and in contract dispute resolution. The goal in selecting the third Member is to complement the construction experience of the first two Members and to provide leadership of the Board's activities.

It is imperative that Board Members show no partiality to either the Contractor or CFX, or have any conflict of interest.

The criteria and limitations for membership will be as follows:

a. The person selected will not have any direct or indirect ownership or financial interest in (i) the Contractor, (ii) CEI or the CFX General Engineering Consultant ("GEC"), (iii) any subcontractor or supplier of the Project, or (iv) the employer of other Board Members.

b. Except for services as a Board Member on CFX projects, no Member shall have been an employee, contractor or consultant to the Contractor or CFX, CEI, the GEC or any subcontractor or supplier for the Project within a period of ten (10) years prior to the Contract award.

c. No Member will have had a close personal, professional or business relationship with CFX or the Contractor (or an employee or officer of CFX or the Contractor).

d. No Member will have had any prior involvement in the Project (other than as a dispute board member) of a nature which could be construed to compromise an ability to impartially resolve disputes.

e. No Member will be employed by the Contractor, the CEI, the GEC or any subcontractor or supplier of the Project during the term of the Contract, except as a Board Member pursuant to the Three Party Agreement.

f. During the term of the Contract no discussion or agreement will be made between a Board Member and CFX or Contractor regarding employment after the Contract is completed.

g. During the term of the Contract, ex-parte communications between a Board Member and a party to the Three Party Agreement is prohibited.

Before appointments are final, the first two prospective Members will submit complete disclosure statements for the approval of both CFX and the Contractor. Each statement (in the form prepared by CFX) will include a statement of experience and a declaration describing all past, present and anticipated or planned future relationships to the Project and with the parties to the Contract. Disclosure of professional or personal relationships with parties to the Contract will be included. The third Board Member will supply a similar statement to the first two Board Members (and to CFX and the Contractor) before the third Member appointment is finalized.

CFX and the Contractor will each select a Member, execute the Three Party Agreement (described below) and assure the Members execute the Three-Party Agreement within the first three (3) weeks after Contract award. CFX and the Contractor will immediately notify the selected Members to begin selection of the third Member. The first two Members will ensure the third Member meets all of the criteria listed above. The third Member will be selected within two (2) weeks after the first two Members are notified to proceed with the selection of the third Member. If there is an impasse in the selection of the third Member, the third Member will be selected by CFX and the Contractor, with the first consideration to the nominees reviewed by the first two Members.

In the event of death, disability or resignation of a Member, such Member shall be replaced in the same manner as the Member being replaced was selected. If for whatever other reason a Member fails or is unable to serve, the Chairman (or failing the action of the Chairman, then either of the other Members) shall inform the parties and such non-serving Member shall be replaced in the same manner as the Member being replaced was selected. Any replacement made by the parties shall be completed within fifteen (15) days after the event giving rise to the vacancy on the Board, failing which the replacement shall be made by the two remaining Members of the Board. Replacement shall be considered completed when the new Member executes the Dispute Review Board Three Party Agreement.

10.2.4 Board Operations

The Board will formulate procedures of operation that shall be flexible with respect to the functioning of the Board. The Board may formulate new or revised procedures respecting its operation from time to time to accommodate the needs of the Board and the circumstances.

Each Board Member shall be provided a complete set of the Contract Documents. CFX and the Contractor shall keep the Board informed of construction activity and progress by submitting written progress reports and other relevant data at least monthly. The Board will visit the Project at regular intervals and/or at times of critical construction events and meet with CEI and the Contractor. In circumstances of unresolved disputes, the Board will meet at least monthly until the unresolved disputes are concluded. The frequency of visits will be agreed upon by CFX, the Contractor and the Board, depending upon the progress of the Work.

Regular meetings will be held at the job site. Each meeting will consist of an informal discussion and a field inspection of the Work. The informal discussion will be attended by selected personnel from CFX, the CEI and the Contractor. Agenda for regular meetings of the Board will generally include the following:

a. Meeting opened by the Chairman of the Board.

b. Remarks by the CEI.

c. A description by the CEI and the Contractor of Work accomplished since the

last meeting, current status of the Work schedule, schedule for the future, potential problems and proposed solutions to anticipated problems.

d. Discussion by the CEI of Work schedule, potential new disputes or claims, status of past disputes and claims and other issues.

e. Set a date for next meeting.

The CEI will prepare minutes of all Board meetings and circulate them for comments, revisions and/or approval by all concerned.

The field inspection will cover all active segments of the Work. The Board will be accompanied by representatives of both the CEI and the Contractor. Soliciting any Board Member's advice or consultation regarding the Work or the Contract is expressly prohibited.

10.2.5 Procedure for Disputes Resolution

Disputes will be considered as quickly as possible, taking into consideration the particular circumstances and the time required to prepare detailed documentation. Steps may be omitted as agreed by both parties and the time periods stated below may be shortened in order to hasten resolution.

a. If either CFX or Contractor object to any decision of the CEI with respect to claims, change order requests, or other actions or orders of the CEI, the objecting party may file a written protest with the CEI within fifteen (15) days after the CEI's disputed decision, action or order. The written protest must clearly state in detail the basis for the objection.

b. The CEI will consider the written protest to its decision or directive, and make a final decision on the basis of the pertinent Contract provisions, together with the facts and circumstances involved in the protest. The decision will be furnished to CFX and Contractor in writing within fifteen (15) days after receipt of the written protest.

c. The CEI's decision with respect to the protest will be final, unless a written exception is filed by CFX or Contractor with the CEI within fifteen (15) days after receiving the protest decision. If either rejects the CEI's final decision, the disputed matter may be referred to the Board by either CFX or the Contractor.

d. Upon receipt by the Board of a written dispute, the Board will first decide when to conduct the hearing. If the matter is not urgent, it may be heard at the next regularly scheduled Board meeting. For an urgent matter, the Board will meet at its earliest convenience.

e. Either party furnishing written evidence or documentation to the Board will furnish copies of such information to the other party a minimum of fifteen (15) days prior to the date the Board sets to hear the dispute. If the Board requests additional documentation or evidence prior to, during or after the hearing, CFX and/or the Contractor will provide the requested information to the Board and to the other party. Because each side needs a reasonable opportunity to understand and rebut the opposing side's point of view, failure of either party to timely provide written documentation in accordance with this provision shall result in such written documentation being excluded from the hearing before the Board unless the other party consents to its admission or consents to a delay in the hearing.

f. The Contractor and CFX will each be afforded an opportunity to be heard by the Board and to offer evidence. The Board will consider all relevant evidence presented and analyze the same solely within the parameters of the Contract. Hearsay evidence shall be admissible but shall not be the sole basis for any recommendation of the Board.

g. The Board's recommendations for resolution of the dispute will be given in writing within fifteen (15) days of completion of the hearing(s). In cases of extreme complexity, both parties may agree to allow additional time for the Board to formulate its recommendations. Generally, the Board will initially focus its attention (in the written report) only to matters of entitlement, and allow the parties to thereafter determine the monetary relief. If both parties request, and sufficient documentation is available, the Board may also make a recommendation of monetary relief, but only after formulation of the entitlement recommendation and only after the parties have attempted to agree upon the monetary relief amount.

h. If the Board's recommendation for resolution is not unanimous, the dissenting member shall prepare a separate written opinion.

i. Within fifteen (15) days of receiving the Board's recommendations, both CFX and the Contractor will respond to the other and to the Board in writing, signifying either acceptance or rejection of the Board's recommendations. The failure of a party to respond within the fifteen (15) day period will be deemed an acceptance by such party of the Board's recommendations. If CFX and the Contractor are able to resolve the dispute (with or without the aid of the Board's recommendations), CFX will promptly process any required Contract changes.

j. If the dispute remains unresolved because of a bona fide lack of clear understanding of the recommendation, either party may request the Board clarify specific portions of its recommendations. Further, if new evidence becomes available, either party may request the Board reconsider its prior recommendation Only evidence which did not exist at the time of the hearing, or which existed but which could not be discovered with reasonable and normal diligence shall be considered new evidence.

k. If the Board's recommendation is rejected, either party may thereafter initiate resolution of the dispute by binding arbitration conducted pursuant to the Contract.

Both CFX and the Contractor should carefully consider the Board's recommendations, as the recommendations are binding unless written notice is provided to the other party within 30 days of the recommendations stating the party's intent to bring the disputed issue to arbitration. However, if the Board's recommendations do not resolve the dispute, all records and written recommendations, including any minority reports, will be admissible for informational purposes in any subsequent dispute resolution procedures. Such informational purposes shall include but not be limited to establishing that the Board considered the dispute, the qualifications of the Board Members, and the Board's recommendation that resulted from the dispute resolution process.

10.2.6 Conduct of Disputes Hearings

Each party shall file three copies of its written arguments with the Board no less than seven days prior to the scheduled hearing and shall simultaneously deliver a copy of such written arguments to the opposing party. Each party shall also submit to the Board along with its written arguments copies of its written evidence and documentation which has been previously provided to the opposing party as provided above.

Normally, the hearing will be conducted at the job site. However, any location more convenient and which provides all required facilities and access to necessary documentation is satisfactory.

While the Board will keep a record of its sessions during consideration of a dispute, the Board will not be required to keep its record in any particular form. The nature and completeness of the record will depend upon the nature and magnitude of the dispute and the desires of the parties. If possible, the hearings shall be kept informal. Formal records of the Board meetings may be taken and transcribed by a court reporter if requested by a party (at the requesting party's cost). Audio and/or video recording of the meeting is discouraged and shall only be made with the prior agreement of all parties and a majority of the Board.

CFX and the Contractor will have representatives at all dispute resolution hearings. The party requesting Board review will first discuss the dispute, followed by the other party. Each party will then be allowed successive rebuttals until all aspects are fully covered to the Board's satisfaction. The Members and the parties may ask questions, request clarification or ask for additional data. In large or complex cases, additional hearings may be necessary in order to consider and fully understand all evidence presented by both parties.

During the hearings, no Member will express any opinion concerning the merit of any facet of the dispute.

After the hearings are concluded, the Board will meet in private to formulate recommendations supported by two or more Members. All Board deliberations will be conducted in private, with individual views kept strictly confidential. No minutes shall be prepared of the Board's private meetings. The Board's recommendations and discussions of its reasoning will be submitted as a written report to both parties. The recommendations will be based on the pertinent Contract provisions and the facts and circumstances involved in the dispute.

The Board will make every effort to reach a unanimous decision. If a unanimous decision is not possible, the dissenting Member may (but is not required to) prepare a minority report.

10.2.7 Compensation

The Contractor shall pay the fees of all three Board Members for services rendered under the Three Party Agreement. An allowance pay item has been established in the Contract for the reimbursing the Contractor. Funds remaining in the pay item, if any, at the completion of the Project will belong to CFX. CFX and the Contractor shall agree on the procedures and method of processing payments made against the allowance. CFX or the CEI will mail minutes and progress reports, will provide administrative services, such as conference facilities and secretarial services. If the Board desires special services, such as legal consultation, accounting, data research, etc., both parties must agree and the costs will be paid from the allowance.

10.2.8 Three Party Agreement

The Contractor, CFX and the Members of the Board will execute the Dispute Review Board Three Party Agreement within four (4) weeks of the final selection of the third Member.

END OF SECTION 10

ATTACHMENT A

DISPUTES REVIEW BOARD
THREE PARTY AGREEMENT

THIS THREE PARTY AGREEMENT ("Agreement") made and entered into this ____ day of _____, 20__, between the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"),_____ ("Contractor")** and the **DISPUTES REVIEW BOARD ("Board")**, consisting of three members: _____, _____ and _____ **("Members")**.

WHEREAS, CFX is now engaged in the construction of the _____, and

WHEREAS, the _____ contract ("Contract") provides for the establishment and operation of the Board to assist in resolving disputes and claims.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein (or attached, incorporated and made a part hereof), the parties agree as set forth herein.

I
DESCRIPTION OF PURPOSE

To facilitate resolution of disputes between the Contractor and CFX, CFX has provided (in the Contract) for the establishment of the Board. The function of the Board is to fairly and impartially consider Contract disputes placed before it and provide written recommendations for resolution to both CFX and the Contractor. The Members of the Board shall perform the services designated in Section II, Scope of Work.

II
SCOPE OF WORK

The Scope of Work includes, but is not limited to, the following items:

A. Third Board Member Selection. The first duty of CFX and the Contractor selected Members of the Board is to select the third Member. The third Member shall not have any current financial or employment ties with either the Contractor or CFX. The selection goal is to obtain a third Board Member who will complement the first two by furnishing expertise, leadership and experience to facilitate the Board's operations. The first two Board Members selected shall proceed with the selection of the third Board Member upon receiving their appointment. If the first two Members are unable to select a third

Member within four (4) weeks, CFX and the Contractor will select the third Member.

B. Procedures. After selecting the third Board Member and prior to considering a dispute, the Board shall establish procedures to govern the conduct of its business and reporting procedures based on the Guidelines, attached as an Appendix to this Agreement. The Board recommendations (resulting from a consideration of a dispute) shall be furnished in writing to CFX and the Contractor. The recommendations shall be based solely on the pertinent Contract provisions and the facts as reasonably determined by the Board. The Board shall have no authority to disregard or unilaterally modify pertinent Contract provisions including, but not necessarily limited to, those provisions pertaining to notices and claims procedures.

C. Furnishing Documents. CFX shall, at the time of each Board Member's appointment, furnish such Member a copy of the Contract. Both CFX and the Contractor shall, no later than seven (7) days prior to the scheduled Board hearing, submit to the Board three copies of all written documents and arguments that such party wishes the Board to consider. Each party shall provide its written documentation to the other side no later than fifteen (15) days prior to the scheduled Board hearing and shall provide a copy of its written argument to the other side no later than seven (7) days before the hearing in order to afford the other side the opportunity to review such documents and prepare any necessary rebuttal for the hearing.

D. Site Visits. The Board shall visit the project site to: (i) keep abreast of construction activities, and (ii) develop a familiarity of the work in progress. The frequency, exact time and duration of visits shall be in accordance with the attached Guidelines or as mutually agreed between CFX, the Contractor and the Board.

In the circumstance of an alleged differing site condition (or specific construction problem), it will be advantageous for the Board to view any relevant conditions. If viewing by the Board would cause delay to the project, photographs and descriptions of conditions collected by either (or both) party will suffice.

E. Board Consideration of Disputes or Claims. Upon receipt by the Board of a written appeal of a dispute (from either the Contractor or CFX) the Board shall convene to review and consider the dispute. CFX, the Contractor and the Board shall determine the time and location of Board meetings. Both CFX and the Contractor shall be given the opportunity to present evidence and argument at such meetings. Absent good cause to the contrary, written evidence shall be limited to that evidence which was previously supplied to both the Board and the other party in accordance with the previous paragraph. Mere negligence in providing such written evidence shall not be considered good cause for its admission. Hearsay evidence shall be permitted but shall not be the sole basis for any recommendation by the Board. Additionally, Board Members may rely on their personal knowledge based on

prior site visits, ongoing document reviews, and general project familiarity. Each party may, but is not required to, submit its proposed recommendations for resolving the dispute to the Board for its consideration.

Board Members are to act impartially and independently in weighing the evidence and in considering the respective positions of the parties within the confines and literal interpretation of the Contract terms. The recommendations concerning any such dispute are advisory and not binding on either party. The Board shall make every effort to reach a unanimous recommendation. If a unanimous recommendation is not possible, the dissenting Member shall prepare a minority report.

The Board's recommendations, together with explanations of its reasoning, shall be submitted as a written report to both parties. The recommendation shall be based solely on the pertinent provisions of the Contract, applicable laws and regulations, and the relevant facts as determined by the Board based upon the evidence presented. It is important for the Board to express, clearly and completely, the logic and reasoning leading to the recommendation so that both parties fully understand the recommendation.

Either CFX or the Contractor may request the Board to reconsider its recommendation. However, reconsideration will only be allowed when there is new evidence to present, or a clarification is required.

F. Miscellaneous Board Responsibilities. In addition to the matters set forth above:

1. The Board Member shall become familiar with the Contract Documents, review periodic reports, and maintain a current file of the project.

2. Except for providing the services required in this Agreement, the Board and its individual Members shall refrain from giving any advice to either party concerning conduct of the work or the resolution of problems. Ex-parte communications between a party and a Board Member are prohibited.

3. The Board shall perform services not specifically listed herein to the extent necessary to achieve the purposes of this Agreement.

G. Board Member Replacement. If the need occurs to appoint a replacement Board Member, the replacement Board Member shall be appointed in the same manner as the

original Board Members were appointed. The selection of a replacement Board Member shall begin promptly upon notification of the necessity for a replacement. The Agreement will be supplemented to indicate change in Board membership.

III
CONTRACTOR RESPONSIBILITY

A party shall furnish to each Board Member one copy of all pertinent documents that are or may become necessary for the Board to perform its function. Pertinent documents are any drawings or sketches, calculations, procedures, schedules, estimates or other documents that are used in the performance of the work or in justifying or substantiating the party's position. A copy of such pertinent documents must also be furnished to the other party.

IV
CFX RESPONSIBILITIES

CFX shall furnish the following services and items:

A. Contract Related Documents. CFX shall furnish the Board copies of all Contract Documents, Supplemental Agreements, written instructions issued by the CEI or CFX to the Contractor, or other documents pertinent to the performance of the Contract and necessary for the Board to perform its function.

B. Coordination and Services. CFX (in cooperation with the Contractor) will coordinate the operations of the Board. CFX, through the CEI, will arrange or provide conference facilities at or near the site and provide secretarial and copying services.

V
TIME FOR BEGINNING AND COMPLETION

The Board shall be in operation throughout the term of the Contract and, if needed, for a reasonable post-construction period.

The Board Members shall not begin any work under the terms of this Agreement until authorized by CFX in writing.

VI
PAYMENT

The fees and expenses of all three Board Members for services rendered under this Agreement will be an expense to the Contractor with reimbursement under the pay item allowance as provided below. Payment for services of the CFX-appointed, Contractor-appointed, and the third Board Members will be full compensation for work performed or services rendered, and for all expenses, such as food, lodging, travel, telephone, postage etc.

A. Payment.

Each Board Member will be paid One Thousand Three Hundred Dollars ($1,300.00) per day for each day the Board meets. This daily rate includes fees and expenses related to membership on the Board. Subsequent changes in the rate must be authorized by a Supplemental Agreement to this Agreement.

B. Inspection of Costs Records. The Board Members shall keep available the cost records and accounts pertaining to this Agreement for inspection by representatives of CFX for a period of three (3) years after final payment. If any litigation, claim or audit arising out of, in connection with or related to this Agreement is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim or audit involving the records is completed.

VII
ASSIGNMENT OF TASKS OF WORK

Neither the Board nor the Board Members may assign or delegate any of the work of this Agreement.

VIII
TERMINATION OF AGREEMENT

With the mutual consent of CFX and the Contractor, this Agreement may be terminated at any time. However, individual Board Members may be terminated with or without cause, but only by their original appointer, i.e., CFX may terminate the CFX appointed Member, the Contractor may terminate the Contractor's appointed Member, and the first two Members must agree to terminate the third Member.

IX
LEGAL RELATIONS

A. Each Board Member in the performance of duties on the Board is acting in the capacity of an independent agent and not as an employee of either CFX or the Contractor.

B. CFX and the Contractor expressly acknowledge that each Board Member is acting in a capacity intended to facilitate resolution of disputes. Accordingly, to the fullest extent permitted by law, each Board Member shall be accorded quasi-judicial immunity for any actions or decisions associated with the consideration, hearing and recommendation of resolution for disputes referred to the Board.

C. Except for the negligent acts or omissions of a Board Member, or for activities outside of the scope of this Agreement, each Board Member shall be held harmless for any personal or professional liability arising from or related to Board activities. To the fullest extent permitted by law, CFX and the Contractor shall defend and indemnify all Board Members against claims, losses, demands, costs and damages (including reasonable attorney's fees) for bodily injury, property damage or economic loss arising out of or related to Board Members carrying out Board functions. The foregoing indemnity is a joint and several obligations of the Contractor and CFX.

X
ARBITRATION, VENUE, APPLICABLE LAW

Any dispute, claim or controversy between the parties hereto arising out of or related to this Agreement shall be resolved by arbitration. The American Arbitration Association pursuant to its Construction Industry Arbitration Rules shall conduct such arbitration, and the arbitration proceeding shall occur in Orange County, Florida. All questions and issues respecting this Agreement and the arbitration shall be resolved by application of Florida law and the judgment of the arbitration panel shall be enforceable in accordance with the provisions of the Florida Arbitration Code.

XI
NO BONUS

The Contractor and CFX shall not pay and the Members shall not receive any additional commission, percentage, bonus or consideration of any nature (other than the payment provided for in Section VI above) for performance and services under this Agreement.

XII
NO CONFLICT

The Members of the Board agree individually they do not now and during the term of this Agreement will not have any direct or indirect ownership or financial interest in the Contractor, the Engineer of Record for the project, the CEI or any subcontractor or supplier of the project. The

Members of the Board affirm they have not for a period of ten (10) years prior to this Agreement been an employee, Contractor or consultant to the Contractor, the Engineer of Record for this project, the CEI or any subcontractor or supplier of the project, and that during the term of this Agreement they shall not become so employed. During the term of the Agreement no discussion or Agreement will be made between any Board Member and any party to this Agreement for employment after the Contract is completed.

By executing this Agreement the parties mutually agree that the Members of the Board identified herein are qualified and desirable and that the criteria and limitations detailed in subarticles 10.2.3 b and 10.2.3 c of the project General Specifications are satisfied or are hereby waived.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CFX:

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:_____
Print Name:_____
Title:_____

BOARD:

DISPUTES REVIEW BOARD

By:_____
Print Name:_____

By:_____
Print Name:_____

By:_____
Print Name:_____

CONTRACTOR:

By:_____
Print Name:_____
Title:_____

APPENDIX

PROCEDURE GUIDELINES

1. GENERAL MEETINGS

General Meetings are defined as those meetings required for the Board to develop a familiarity of the work in progress and keep abreast of construction activities such as progress, status and nature of items in the earlier stages of escalation, changes to personnel, etc. General Meetings shall occur 60days after Notice to Proceed for the Project and every 120 days thereafter, or as determined by the parties to be in the best interest of the project. Site visits as described in Subarticle II D above shall be considered General Meetings. Site visits may be coordinated to coincide with, or be replaced by, Board meetings to review disputes brought to the Board by CFX or Contractor.

2. MONTHLY PROJECT DOCUMENT REVIEW

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

3. REVIEW OF DISPUTES OR CLAIMS BY THE BOARD

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

CONSENT AGENDA ITEM
#7

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*
Director of Procurement

DATE: May 19, 2025

SUBJECT: Approval of Contract Award to Chinchor Electric, Inc. for
SR 528 Guide Sign Replacement – Boggy Creek to SR 436
Project No. 528-670, Contract No. 002227

An Invitation to Bid for the above referenced project was advertised on April 13, 2025. Two (2) responses were received by the May 15, 2025 deadline. The Procurement Director met with the Director of Engineering to review options when less than three bids are received. After discussion and consideration, it was agreed that the solicitation process should proceed.

Bid results were as follows:

	Bidder	**Bid Amount**
1.	Chinchor Electric, Inc.	$591,745.48
2.	Traffic Control Devices, LLC	$756,906.00

The engineer's estimate for this project is $821,876.00 and $1,572,000.00 is included in the Five-Year Work Plan.

The work to be performed includes providing all labor, materials and equipment necessary to furnish, install, and remove sign panels, sign panel overlays, and sign assemblies for ground mount and overhead mount signs.

Board award of the contract to Chinchor Electric, Inc. in the amount of $591,745.48 is requested.

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

Reviewed by: *David V. Falk* _____ _____

David Falk, PE
Director of Engineering

Glenn Pressimone, PE
Chief of Infrastructure

CONTRACT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

AND

CHINCHOR ELECTRIC, INC.

SR 528 GUIDE SIGN REPLACEMENT
BOGGY CREEK TO SR 436

PROJECT NO. 528-670 CONTRACT NO. 002227

CONTRACT AMOUNT: $591,745.48

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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

FOR

SR 528 GUIDE SIGN REPLACEMENT BOGGY CREEK TO SR 436

PROJECT NO. 528-670 CONTRACT NO. 002227

TABLE OF CONTENTS

Section	Title	Page
C	CONTRACT	C-1 to C-2
	Memorandum of Agreement	1 to 6
GS	GENERAL SPECIFICATIONS	1 to 159
	Attachment A	ATT-1 to ATT-9
	(See General Specifications Table of Contents for listing of individual specifications sections.)	
TS	TECHNICAL SPECIFICATIONS	TS-1 to TS-25
	(See Technical Specifications Table of Contents for listing of individual specifications sections.)	
SP	SPECIAL PROVISIONS	SP-1 to SP-29
	(See Special Provisions Table of Contents for listing of individual specifications sections.)	
	ADDENDUM No. 1	
P	PROPOSAL	P-1 to P-17
VR	VEHICLE REGISTRATION FORM	VR-1 to VR-2
PCB	PUBLIC CONSTRUCTION BOND	PCB-1 to PCB-4
Plans		

CONTRACT

This Contract No. 002227 (the "Contract"), is made and entered into by the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, hereinafter called "CFX" and CHINCHOR ELECTRIC, INC., of 1460 South Leavitt Ave., Orange City, FL. 32763, hereinafter the "CONTRACTOR":

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

The work to be done under this Contract includes construction of all items associated with Project No. 528-670, Contract No. 002227, SR 528 Guide Sign Replacement Boggy Creek to SR 436, as detailed in the Contract Documents and any addenda or modifications thereto. Contract time for this project shall be 90 calendar days. The Contract Amount is $591,745.48.

The Contract Documents consist of:

1. The Contract,
2. The Memorandum of Agreement,
3. The Addenda (if any), modifying the General Specifications, Technical Specifications, Special Provisions, Plans, or other Contract Documents,
4. The Plans,
5. The Special Provisions,
6. The Technical Specifications,
7. The General Specifications,
8. The Proposal.

In consideration of the foregoing premises, CFX agrees to pay the CONTRACTOR for work performed and materials furnished at the unit and lump sum prices, and under the conditions set forth, in the Proposal.

IN WITNESS WHEREOF, the Parties have made and executed this Contract: Central Florida Expressway Authority, signing by and through the Director of Procurement, authorized to execute same by Board action on the 12th day of June 2025, and CHINCHOR ELECTRIC, INC., signing through its undersigned signatory authorized to execute same.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Aneth Williams
Print Name

DATE: _____

CHINCHOR ELECTRIC, INC.

By: _____
Signature

_____
Print Name

_____
Title

ATTEST: _____

DATE: _____

Approved as to form for reliance upon by CFX only, on this ____ day of _____, 20____.

_____
Cristina T. Berrios, Deputy General Counsel

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TABLE OF CONTENTS

GENERAL SPECIFICATIONS

Section Name	Page No.
Section 1 - Abbreviations and Definitions	1
1.1 General	1
1.2 Abbreviations	1
1.3 Definitions	2
Section 2 - Scope of Work	11
2.1 Intent of Contract	11
2.2 Work Not Covered by the General Specifications	11
2.3 Alteration of Plans	11
2.3.1 General	
2.3.2 Increase, Decrease or Alteration in the Work	
2.3.3 No Waiver of Contract	
2.3.4 Suspensions of Work Ordered by CFX	
2.3.5 Conditions Requiring Supplemental Agreement	
2.3.6 Unilateral Payments	
2.3.7 Extra Work	
2.3.8 Connections to Existing Pavements, Drives, and Walks	
2.3.9 Differing Site Conditions	
2.3.10 Changes Affecting Utilities	
2.3.11 Cost Savings Initiative Proposal	
2.4 Claims by Contractor	24
2.4.1 General	
2.4.2 Notice of Claim	
2.4.3 Content of Written Claim	
2.4.4 Action on Claim	
2.4.5 Compensation for Extra Work or Delay	
2.4.6 Mandatory Claim Records	
2.4.7 Claims for Acceleration	
2.4.8 Certificate of Claim	
2.4.9 Non-Recoverable Items	
2.4.10 Exclusive Remedies	
2.4.11 Settlement Discussions	
2.4.12 Personal Liability of Public Officials	
2.4.13 Auditing of Claims	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TABLE OF CONTENTS

GENERAL SPECIFICATIONS

Section Name		Page No.
2.5	Unforeseeable Work	32
2.6	Right To and Use of Materials Found at the Site of the Work	32
	2.6.1 Ownership and Disposal of Existing Materials	
	2.6.2 Ornamental Trees and Shrubs	
2.7	Restoration of Right of Way	32
Section 3 - Control of Work		34
3.1	Plans and Working Drawings	34
	3.1.1 Plans and Contract Documents	
	3.1.2 CFX Plans	
	3.1.3 Alterations in the Plans	
	3.1.4 Shop Drawings	
3.2	Coordination of Plans and Specifications	45
3.3	Conformity of Work with Plans	45
	3.3.1 Record Drawings	
3.4	Pre-Award Meeting	46
3.5	Orders and Instructions	47
	3.5.1 Observation of the Work	
	3.5.2 Examination of the Work	
	3.5.3 Communications	
3.6	Engineering and Layout	49
	3.6.1 Control Points Furnished by CFX	
	3.6.2 Furnishing of Stake Material	
	3.6.3 Layout of Work	
	3.6.4 Specific Staking Requirements	
	3.6.5 Personnel, Equipment, and Record Requirements	
	3.6.6 Global Navigation Satellite Systems (GNSS) Work Plan	
	3.6.7 Payment	
3.7	Contractor's Supervision	53
	3.7.1 Prosecution of Work	
	3.7.2 Contractor's Superintendent	
	3.7.3 Supervision for Emergencies	
	3.7.4 Worksite Traffic Supervisor	
3.8	General Inspection Requirements	54
	3.8.1 Cooperation by Contractor	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TABLE OF CONTENTS

GENERAL SPECIFICATIONS

Section Name		Page No.
	3.8.2 Failure of CFX to Reject Work During Construction	
	3.8.3 Failure to Remove and Renew Defective Materials and Work	
3.9	Final Inspection and Acceptance	56
	3.9.1 Maintenance Until Final Acceptance	
	3.9.2 Inspection for Substantial Completion	
	3.9.3 Punch List	
	3.9.4 Final Inspection	
	3.9.5 Final Acceptance	
	3.9.6 Recovery Rights Subsequent to Final Payment	
3.10	Audit and Examination of Contract Records and Bid Records	58
3.11	Escrow of Bid Records	60
3.12	Prevailing Party Attorney's Fees	61
Section 4 - Control of Materials		63
4.1	Acceptance Criteria	63
	4.1.1 General	
	4.1.2 Sampling and Testing	
	4.1.3 Certification	
	4.1.4 Warranty and Guaranty	
4.2	Designation of a Specific Product as a Criterion ("Or Equal" Clause)	64
4.3	Source of Supply and Quality Requirements	64
	4.3.1 Only Approved Materials to be Used	
	4.3.2 Notification of Placing Order	
	4.3.3 Approval of Source of Supply	
4.4	Inspection and Tests at Source of Supply	65
	4.4.1 General	
	4.4.2 Cooperation by Contractor	
	4.4.3 Retest of Materials	
4.5	Storage of Materials and Samples	66
	4.5.1 Method of Storage	
	4.5.2 Use of Right of Way for Storage	
	4.5.3 Responsibility for Stored Materials	
	4.5.4 Storage Facilities for Samples	
4.6	Defective Materials	66
Section 5 - Legal Requirements and Responsibility to the Public		68
5.1	Laws to be Observed	68

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TABLE OF CONTENTS

GENERAL SPECIFICATIONS

Section Name		Page No.
	5.1.1 General	
	5.1.2 Plant Quarantine Regulations	
	5.1.3 Introduction or Release of Prohibited Aquatic Plants, Plant Pests or Noxious Weeds	
	5.1.4 Compliance with Federal Endangered Species Act	
	5.1.5 Occupational Safety and Health Requirements	
	5.1.6 Discovery of Unmarked Human Burial Site	
	5.1.7 Insecticides and Herbicides	
5.2	Permits and Licenses	70
5.3	Patented Devices, Materials and Processes	70
5.4	Right of Way Furnished by CFX	71
5.5	Sanitary Provisions	71
5.6	Control of the Contractor's Equipment	71
	5.6.1 Traffic Interference	
	5.6.2 Overloaded Equipment	
	5.6.3 Crossings	
	5.6.4 Protection from Damage by Tractor-Type Equipment	
	5.6.5 Contractor's Equipment on Bridge Structures	
	5.6.6 Posting of the Legal Gross Vehicular Weight	
5.7	Structures Over Navigable Waters	73
	5.7.1 Compliance with Jurisdictional Regulations	
5.8	Use of Explosives	73
5.9	Preservation of Property	73
	5.9.1 General	
	5.9.2 Failure to Restore Damaged Property	
	5.9.3 Contractor's Use of Streets and Roads	
	5.9.4 Traffic Signs, Signal Equipment, Highway Lighting and Guardrail	
	5.9.5 Operations Within Railroad Right of Way	
	5.9.6 Utilities	
5.10	Responsibility for Damages, Claims, etc.	78
	5.10.1 Contractor to Provide Defense Against Claims and Suits	
	5.10.2 Guaranty of Payment for Claims	
5.11	Insurance	79
	5.11.1 Schedule of Required Limits for Workers' Compensation, General Liability and Automobile Liability	
	5.11.2 Workers' Compensation and Employer's Liability Insurance	
	5.11.3 Comprehensive General Liability Insurance	
	5.11.4 Comprehensive Automobile Liability Insurance	

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TABLE OF CONTENTS

GENERAL SPECIFICATIONS

Section Name		Page No.
	5.11.5 Umbrella/Excess Liability Insurance	
	5.11.6 Reserved	
	5.11.7 Railroad Insurance	
	5.11.8 Reserved	
	5.11.9 Reserved	
5.12	Contract Bond (Public Construction Bond) Required	86
	5.12.1 General Requirements of the Bond	
	5.12.2 Continued Acceptability of Surety	
5.13	Contractor's Responsibility for Work	86
5.14	Opening Section of Highway to Traffic	87
5.15	Scales for Weighing Materials	87
	5.15.1 Applicable Regulations	
	5.15.2 Base for Scales	
	5.15.3 Protection and Maintenance	
5.16	Source of Forest Products	87
5.17	Regulations of Air Pollution	87
	5.17.1 General	
	5.17.2 Dust Control	
	5.17.3 Asphalt Material	
	5.17.4 Asphalt Plants	
5.18	Dredging and Filling	88
5.19	Erosion Control	88
5.20	Contractor's Motor Vehicle Registration	88
5.21	Internal Revenue Service Form W-9	88
5.22	Tolls and Access	89
5.23	Requests for References or Performance Evaluations	89
5.24	Unauthorized Aliens	89
5.25	Public Records	90
5.26	Inspector General	91
5.27	Florida Vendor Eligibility Requirements	91
	5.27.1 E-Verification	
	5.27.2 Public Entity Crimes	
	5.27.3 Scrutinized Companies	
	5.27.4 Discriminatory Vendors and Anti-Trust Violators	
	5.27.5 Countries of Foreign Concern	
	5.27.6 Common Carrier	
	5.27.7 Human Trafficking	
	5.27.8 Incorporation of Florida Vendor Eligibility Provision Forms	
5.28	Severability	95

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TABLE OF CONTENTS

GENERAL SPECIFICATIONS

Section Name		Page No.
Section 6 - Prosecution and Progress of the Work		96
6.1	Subletting or Assigning of Contract	96
6.2	Work Performed by Equipment Rental Agreement	98
6.3	Prosecution of Work	98
	6.3.1 Sufficient Labor, Materials and Equipment	
	6.3.2 Impacts by Adjacent Projects	
	6.3.3 Submission of Preliminary, Baseline, Updated Baseline, and Two-Week Look-Ahead Schedules	
	6.3.4 Beginning Work	
	6.3.5 Provisions for Convenience of the Public	
	6.3.6 Pre-Construction Conference	
6.4	Limitations of Operations	116
	6.4.1 Night Work	
	6.4.2 Sequence of Operations	
	6.4.3 Interference with Traffic	
	6.4.4 Coordination with Other Contractors	
	6.4.5 Drainage	
	6.4.6 Fire Hydrants	
	6.4.7 Protection of Structures	
	6.4.8 Fencing	
	6.4.9 Hazardous or Toxic Waste	
	6.4.10 Milling	
6.5	Qualifications of Contractor's Personnel	119
6.6	Temporary Suspension of Contractor's Operations	120
	6.6.1 Authority to Suspend Contractor's Operations	
	6.6.2 Prolonged Suspensions	
	6.6.3 Permission to Suspend Operations	
	6.6.4 Suspension of Contractor's Operations – Holidays	
6.7	Contract Time	121
	6.7.1 General	
	6.7.2 Date of Beginning of Contract Time	
	6.7.3 Adjusting Contract Time	
6.8	Failure of Contractor to Maintain Satisfactory Progress	123
	6.8.1 General	
6.9	Default and Termination of Contract	124
	6.9.1 Determination of Default	
	6.9.2 Public Interest Termination of Contract	
	6.9.3 Completion of Work by CFX	
6.10	Liquidated Damages for Failure to Complete the Work	126

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TABLE OF CONTENTS

GENERAL SPECIFICATIONS

Section Name		Page No.
	6.10.1 Liquidated Damages for Failure to Complete the Work	
	6.10.2 Determination of Number of Days of Default	
	6.10.3 Conditions Under Which Liquidated Damages are Imposed	
	6.10.4 Right of Collection	
	6.10.5 Allowing the Contractor to Finish Work	
	6.10.6 Liability for Liquidated Damages	
6.11	Release of Contractor's Responsibility	127
6.12	Recovery of Damages Suffered by Third Parties	127
6.13	Express Warranty	127
Section 7 - Measurement and Payment		128
7.1	Measurement of Quantities	128
	7.1.1 Measurement Standards	
	7.1.2 Method of Measurements	
	7.1.3 Determination of Pay Areas	
	7.1.4 Construction Outside Authorized Limits	
	7.1.5 Truck Requirements	
	7.1.6 Ladders and Instrument Stands for Bridge Construction	
7.2	Scope of Payments	129
	7.2.1 Items Included in Payment	
	7.2.2 Non-Duplication of Payment	
7.3	Compensation for Altered Quantities	132
	7.3.1 General	
	7.3.2 Payment Based on Plan Quantity	
	7.3.3 Lump Sum Quantities	
	7.3.4 Deviation from Plan Dimensions	
7.4	Force Account Work	134
	7.4.1 Method of Payment	
	7.4.2 Records	
	7.4.3 Preliminary Order-of-Magnitude Estimate	
7.5	Deleted Work	137
7.6	Partial Payments	138
	7.6.1 General	
	7.6.2 Unsatisfactory Payment Record	
	7.6.3 Withholding Payment for Defective Work	
	7.6.4 Partial Payments for Delivery of Certain Materials	
	7.6.5 Certification of Payment to Subcontractors	
	7.6.6 Reduction of Payment for Unsatisfactory Services or Products	
7.7	Record of Construction Materials	141

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
TABLE OF CONTENTS

GENERAL SPECIFICATIONS

Section Name		Page No.
7.7.1	General	
7.7.2	Non-Commercial Materials	
7.8	Disputed Amounts Due Contractor	141
7.9	Acceptance and Final Payment	142
7.10	Offsetting Payments	143
Section 8 – Disadvantaged/Minority/Women Business Enterprise (D/M/WBE) Participation		144
8.1	General	144
8.2	Disadvantaged/Minority and Women Owned Businesses – Participation Objectives	145
8.2.1	General	
8.2.2	Definitions	
8.2.3	Specific Requirements	
8.2.4	Qualified Participation	
8.2.5	Records and Reports	
8.3	Subletting of Contracts - Participation Objectives	149
Section 9 - Binding Arbitration		150
Section 10 – Partnering and Disputes Resolution		152
10.1	Partnering	152
10.2	Disputes Resolution	152
10.2.1	Disputes Review Board	
10.2.2	Continuance of Work During Dispute	
10.2.3	Disputes Review Board Membership	
10.2.4	Board Operations	
10.2.5	Procedure for Disputes Resolution	
10.2.6	Conduct of Disputes Hearings	
10.2.7	Compensation	
10.2.8	Three Party Agreement	
Attachment A - Disputes Review Board Three Party Agreement		

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

GENERAL SPECIFICATIONS

SECTION 1 - ABBREVIATIONS AND DEFINITIONS

1.1 General

These General Specifications are intended for use on all construction projects awarded by CFX. However, each Article, subarticle, or paragraph of the General Specifications may not be relevant or applicable to every project. It is the responsibility of the Contractor to submit to the CEI any questions regarding relevance or applicability of any article or sub-article prior to the Pre-Construction conference. The CEI will respond with a determination which will be binding and final.

1.2 Abbreviations

Whenever in these General Specifications or in other documents pertaining to the Contract, the following terms and abbreviations appear, their intent and meaning shall, unless specifically stated otherwise, be interpreted as shown in this Section.

AAN	American Association of Nurserymen, Inc.
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AGC	The Associated General Contractors of America, Inc.
AGMA	American Gear Manufacturers Association
AIA	American Institute of Architects
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute
AREA	American Railway Engineering Association
ASCE	American Society of Civil Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWG	American Wire Gauge
AWPA	American Wood Preservers Association
AWS	American Welding Society
AWWA	American Water Works Association
CRSI	Concrete Reinforcing Steel Institute
EASA	Electrical Apparatus Service Association
EPA	Environmental Protection Agency of the United States Government
FDOT	Florida Department of Transportation
FHWA	Federal Highway Administration
FNGLA	Florida Nursery, Growers and Landscape Association
FSS	Federal Specifications and Standards
IEEE	Institute of Electrical and Electronics Engineers
IES	Illuminating Engineering Society

IPCEA	Insulated Power Cable Engineers Association
ISO	International Organization for Standards
MASH	AASHTO Manual for Assessing Safety Hardware
MUTCD	Manual on Uniform Traffic Control Devices
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
NIST	National Institute for Standards and Technology
NOAA	National Oceanic and Atmospheric Administration
OSHA	Occupational Safety and Health Administration
SAE	Society of Automotive Engineers
SI	International System of Units
SSPC	The Society for Protective Coatings
UL	Underwriters' Laboratories

When any of the above abbreviations is followed by a number or letter designation, or combination of numbers or letters, it is understood to designate a specification, test method, or other code or recommendation of the organization so shown.

1.3 Definitions

Wherever used in these General Specifications or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof and all genders:

1.3.1 **Advertisement** - The public announcement, as required by law, inviting bids for work to be performed or materials to be furnished, usually issued as “Notice to Contractors,” or “Notice to Bidders.”

1.3.2 **Addendum** - A written or graphic instrument issued prior to the bid opening which modifies or interprets the proposed Contract Documents by additions, deletions, clarifications, or corrections

1.3.3 **Article** - The prime subdivision of a Section of the General and/or Technical Specifications.

1.3.4 **Bid** - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed. All Bids will include a Bid Bond in the amount of 5% of the total bid as a surety to CFX that the Bidder will honor the Bid and enter into a Contract with CFX.

1.3.5 **Bidder** - An individual, firm, or corporation submitting a proposal for the proposed work.

1.3.6 **Bridge** - A structure, including supports, erected over a depression or over an obstruction such as water, highway, railway, or for elevated roadway, for carrying traffic or other moving loads and having a length, measured along the center of the roadway, of more than 20 feet between the inside faces of bridge supports. A multi-span box culvert is considered a bridge when the length between the extreme ends of the openings exceeds 20 feet.

1.3.7 **Calendar Day** - Every day shown on the calendar, ending and beginning at midnight.

1.3.8 **CFX** - The Central Florida Expressway Authority. To avoid unnecessary repetition of expressions, whenever in the General Specifications, Technical Specifications, or Special Provisions, the term "CFX" is used, it is understood that "or designated representative" is a part of the term unless specifically indicated otherwise. Such designated representative may be the "Engineer", the "CEI", the "Resident Engineer" or other individual or entity identified by CFX and defined herein.

1.3.9 **Construction Engineering & Inspection (CEI) Consultant** - The firm employed by CFX to observe the progress and quality of the Work being performed by the Contractor.

1.3.10 **Consultant** - The Professional Engineer or engineering firm, registered in the State of Florida, under contract to CFX to perform professional services for CFX. The Consultant may be the Engineer of Record or may provide services through and be subcontracted to the Engineer of Record.

1.3.11 **Contract -** The written agreement between CFX and the Contractor setting forth the obligations of the parties thereto including but not limited to, the performance of the Work, the furnishing of labor and materials, and the basis of payment.

1.3.12 **Contract Bond** - The security furnished by the Contractor and the surety as a guaranty that the Contractor shall fulfill the terms of the Contract and pay all legal debts pertaining to the construction of the project.

1.3.13 **Contract Claim (Claim)** - A written demand submitted to CFX by the Contractor in compliance with Article 2.4 of these General Specifications seeking additional monetary compensation, time and/or other adjustments to the Contract, the entitlement or impact of which is disputed by CFX.

1.3.14 **Contract Documents** - The Contract, addenda (which pertain to the Contract Documents), the Memorandum of Agreement, Contractor's Bid (including documentation accompanying the Bid and any post-bid documentation submitted prior to the Notice of Award), the Notice to Proceed, the Public Construction Bond, these General Specifications, the Technical Specifications, the Standard Specifications, the Contractor's certification required pursuant to Article 3.4 of these General Specifications, the Special Provisions, the Plans, any supplemental

agreements required to complete the construction of the Project and elements incorporated by reference including, but not necessarily limited to, the FDOT Standard Plans (edition per plans).

1.3.15 **Contract Price** - The money payable by CFX to the Contractor for completion of the Work in accordance with the Contract Documents.

1.3.16 **Contract Time** - The number of calendar days allowed for completion of the Work including authorized time extensions.

1.3.17 **Contractor** - The person, firm, or corporation with whom CFX has entered into the Contract.

1.3.18 **Contractor's Engineer of Record** - A Professional Engineer registered in the State of Florida, other than the Engineer of Record or his subcontracted consultant, who undertakes the design and drawing of components of the permanent structure as part of a redesign or Cost Savings Initiative Proposal, or for repair designs and details of the permanent work. The Contractor's Engineer of Record may also serve as the Specialty Engineer.

The Contractor's Engineer of Record must be an employee of a prequalified firm. The firm shall be pre-qualified in accordance with the Rules of the Department of Transportation, Chapter 14-75. Any Corporation or Partnership offering engineering services must hold a Certificate of Authorization from the Florida Department of Business and Professional Regulation.

As an alternate to being an employee of a pre-qualified firm, the Contractor's Engineer of Record may be a Department-approved Specialty Engineer. For items of the permanent work declared by to be "major" or "structural", the work performed by a Department-approved Specialty Engineer must be checked by another Department-approved Specialty Engineer. An individual Engineer may become a Department-approved Specialty Engineer if the individual meets the Professional Engineer experience requirements set forth within the individual work groups in Chapter 14-75, Rules of the Department of Transportation, Florida Administrative Code. Department-approved Specialty Engineers are listed on the State Construction Website. Department-approved Specialty Engineers will not be authorized to perform redesigns or Cost Savings Initiative Proposal designs of items fully detailed in the Plans.

1.3.19 **Controlling Work Items** - The activity or work item on the critical path having the least amount of total float. The controlling item of work will also be referred to as a Critical Activity.

1.3.20 **Culverts** - Any structure not classified as a bridge, which provides an opening under the roadway.

1.3.21 **Delay** - With the exception of the items listed in Subarticle 6.7.3.1 of these General Specifications, any unanticipated event, action, force or factor which extends the Contractor's time of performance of any critical path activity under the Contract. The term delay is intended to cover all such events, actions, forces or factors, whether styled "delay", "disruption", "interference", "impedance", "hindrance" or otherwise, which are beyond the control of and not caused by the Contractor or Contractor's subcontractors, materialmen, suppliers, or other agents. This term does not include Extra Work.

1.3.22 **Director of Construction** - Director of Construction, Central Florida Expressway Authority, acting directly or through an authorized representative.

1.3.23 **Engineer** - The term as may be used in various documents is understood to mean CFX or designated representative.

1.3.24 **Engineer of Record** - The professional engineer or engineering firm, contracted by CFX and registered in the State of Florida, who develops criteria and concept for the Project, performs the analysis and is responsible for the preparation of the plans and specifications.

1.3.25 **Equipment** - The machinery and equipment, together with the necessary supplies for upkeep and maintenance thereof, the tools and all other apparatus necessary for the construction and acceptable completion of the Work.

1.3.26 **Executive Director** - Executive Director, Central Florida Expressway Authority, acting directly or through an assistant or other representative authorized by him; the chief officer of the Central Florida Expressway Authority

1.3.27 **Extra Work** - Any Work which is required by CFX to be performed and which is not otherwise covered or included in the project by the existing Contract Documents, whether it be in the nature of additional work, altered work, deleted work, work due to differing site conditions or otherwise. This term does not include a "delay."

1.3.28 **Federal, State, and Local Rules and Regulations -** The term "Federal, State and Local Rules and Regulations" includes: any and all Federal, State, and Local laws, bylaws, ordinances, rules, regulations, orders, permits, or decrees including environmental laws, rules, regulations, and permits.

1.3.29 **Force Account** - Work authorized by CFX and performed in addition to that set forth in the original Contract and is paid on an actual cost basis plus a fixed percent markup and stipulated rental rates for equipment. All costs paid under Force Account will be fully documented and signed by both parties not later than the following work day.

1.3.30 **Highway, Street, or Road** - A general term denoting a public way for purposes of vehicular travel, including the entire area within the right-of-way.

1.3.31 **Holidays** - Martin Luther King, Jr. Day; Memorial Day; the Saturday and Sunday immediately preceding Memorial Day; Independence Day; Independence Day (Observed); Labor Day; the Friday, Saturday, and Sunday immediately preceding Labor Day; Veterans Day; Veterans Day (Observed); the Wednesday immediately preceding Thanksgiving Day; Thanksgiving Day; the Friday, Saturday and Sunday immediately following Thanksgiving Day; and December 24 through January 2, inclusive.

1.3.32 **Inspector** - An authorized representative of the Engineer, assigned to make official inspections of the materials furnished and of the work performed by the Contractor and to monitor compliance with the Plans and Specifications of the Contract.

1.3.33 **Invitation to Bid** - The invitation by which the Contractor submitted its Bid for the Work.

1.3.34 **Laboratory -** A Testing facility certified with the Florida Department of Transportation.

1.3.35 **Major Item of Work** - Any item of Work having an original Contract value in excess of 5% of the original Contract amount.

1.3.36 **Materials** - Any substances to be incorporated in the Work.

1.3.37 **Median** - The portion of a divided highway or street separating the traveled ways for traffic moving in opposite directions.

1.3.38 **Memorandum of Agreement** - A formal summarization of the Project Pre-Award meeting, signed by CFX and a representative of the Contractor and made part of the contract documents.

1.3.39 **Notice to Proceed** - A written notice given by CFX to the Contractor fixing the latest date on which the Contract Time will commence to run and on which the Contractor shall start to perform the Contractor's obligations under the Contract Documents.

1.3.40 **Plans** - The drawings which show the scope, extent, and character of the Work to be furnished and performed by the Contractor and which are referred to in the Contract Documents.

1.3.41 **Project** - The total construction of which the Work to be provided under the Contract Documents may be the whole or a part as indicated elsewhere in the Contract Documents.

1.3.42 **Public Construction Bond** - The security furnished by the Contractor and the surety as a guaranty that the Contractor will fulfill the terms of the Contract in accordance with the Contract Documents and pay all legal debts pertaining to the construction of the Project.

1.3.43 **Resident Engineer** - The authorized representative of the CEI who may be assigned to the site or any part thereof.

1.3.44 **Right of Way** - The land to which CFX has title or right of use for the road and its structures and appurtenances and for material pits furnished or to be furnished by CFX.

1.3.45 **Roadbed** - That portion of the roadway occupied by the subgrade and shoulders.

1.3.46 **Roadway** - The portion of a highway within the limits of construction.

1.3.47 **Shop Drawings** - All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for the Contractor and submitted by the Contractor to illustrate some portion of the Work.

1.3.48 **Shoulder** - That portion of the roadbed outside the edges of the travel way (or back of curb) and extending to the top of front slopes. The shoulders may be either paved or unpaved.

1.3.51 **Special Event** - Any event, including but not limited to, a festival, fair, run or race, motorcade, parade, civic activity, cultural activity, charity or fund drive, sporting event, rocket/shuttle launch or similar activity.

1.3.49 **Special Provisions** - Specific requirements for the Project not otherwise addressed in the General Specifications, Technical Specifications, or Standard Specifications.

1.3.50 **Specialty Engineer** - A Professional Engineer registered in the State of Florida (specifically other than the Engineer of Record or its subcontracted consultant) who undertakes the design and drawing preparation of components, systems, or installation methods and equipment for specific portions of the Project Work. The Specialty Engineer may be an employee or officer of the Contractor or a fabricator, an employee or officer of an entity providing components to a fabricator or an independent consultant.

A Specialty Engineer shall be qualified in accordance with the Rules of the Florida Department of Transportation, Chapter 14-75, Florida Administrative

Code. Any corporation or partnership, which offers engineering services, must have their business registered with the Florida State Board of Professional Engineers and be qualified as a Professional Engineer licensed in Florida. Prior approval by CFX is required if the Contractor wishes to use a Specialty Engineer not qualified in accordance with Chapter 14-75. Approval must be received prior to proceeding with the specialty design.

For items of Work not specifically covered by Chapter 14-75, a Specialty Engineer will be considered qualified if he/she has the following qualifications:

1. Registration as a Professional Engineer in the State of Florida
2. Education and experience necessary to perform the submitted design as required by the Florida Department of Professional Regulation.

1.3.52 **Specifications** - The directions, provisions, and requirements contained in the General Specifications, Technical Specifications, Special Provisions, and Standard Specifications.

1.3.53 **Standard Plans** - "Standard Plans for Road and Bridge Construction", an electronic book describing and detailing aspects of the Work. Where the term Design Standards appears in the Contract Documents, it will be synonymous with Standard Plans.

1.3.54 **Standard Specifications** - The FDOT Standard Specifications for Road and Bridge Construction, 2023-24 edition, Divisions II and III, hereby incorporated by reference and as may be amended in the Technical Specifications and Plans. Division I of the FDOT Standard Specifications is specifically not included in this definition and is not a part of the Contract Documents.

1.3.55 **State** - State of Florida

1.3.56 **Subarticle** - Any headed subdivision of an Article of the General Specifications, Technical Specifications, or Standard Specifications.

1.3.57 **Subgrade** - That portion of the roadbed immediately below the base course or pavement (including below the curb and gutter, valley gutter, shoulder and driveway pavement), the limits of which will ordinarily include those portions of the roadway bed shown in the plans to be constructed to a design bearing value or to be otherwise specially treated. Where no limits are shown in the plans, the subgrade section shall be considered to extend to a depth of 12 inches below the bottom of the base or pavement and outward to 6 inches beyond the base, pavement or curb and gutter.

1.3.58 **Subcontractor** - An individual, firm or corporation having a direct contract with the Contractor or with any other subcontractor for performance of a part of the Work at the site.

1.3.59 **Substantial Completion** - The completion of all pay item Work in its entirety in conjunction with the performance of the semi-final inspection. As a minimum the following conditions apply:

1. All pay item work is installed and functioning including Supplemental Agreement Work, Force Account, or Extra Work.
2. All disturbed areas have been restored and vegetative growth is emerging including landscaping.
3. All erosion control measures have been removed, and sediments removed from traps and drainage structures.
4. All pavement areas are complete and final signing and striping in place.
5. All Signals, Lighting, ITS, and Tolling systems are tested, commissioned, and operating.
6. All roadway appurtenances are installed, intact, and functioning such as signs, guardrail, striping, rumble strips, curbing, sidewalk, etc.
7. All structures such as bridges, walls, barriers, attenuators, overhead trusses, toll buildings, tolling gantries, etc. are in place with their final coatings applied, and devoid of blemishes or graffiti.
8. All temporary traffic control devices are removed, and traffic is using the facility as designed.
9. All testing is complete and documentation submitted.

Direction by CFX to open a bridge or roadway or portion thereof does not constitute an acceptance or Substantial Completion of the Project or portion of the Project or waive any part of the Contract provisions.

1.3.60 **Substructure** – All of that part of a bridge structure below the bridge seats including the parapets, backwalls and wingwalls of abutments.

1.3.61 **Superintendent** - The Contractor’s authorized representative responsible and in charge of the Work.

1.3.62 **Superstructure** - The entire bridge structure above the substructure including anchorage and anchor bolts but excluding the parapets, backwalls, and wingwalls of abutments.

1.3.63 **Supplemental Agreement** - A written agreement between CFX and the Contractor, signed by the surety, modifying the Contract within the limitations set forth in these specifications.

1.3.64 **Surety** - The corporate body that is bound by the Contract Bond with and for the Contractor and responsible for the performance of the Contract and for payment of all legal debts pertaining thereto.

1.3.65 **Supplier** - A manufacturer, fabricator, supplier, distributor, materialmen, or vendor having a direct contract with the Contractor or with any subcontractor to furnish materials or equipment to be incorporated in the Work by the Contractor or any subcontractor.

1.3.66 **Technical Specifications** - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards, and workmanship as applied to the Work associated with road and bridge construction.

1.3.67 **Travel Way** - The portion of the roadway for the movement of vehicles, exclusive of shoulders and bicycle lanes.

1.3.68 **Unilateral Adjustment** - A payment of money or granting of Contract time made to the Contractor by CFX for sums CFX determines to be due to the Contractor for work performed on the project, and whereby the Contractor by acceptance of such payment does not waive any rights the Contractor may otherwise have against CFX for payment of any additional sums the Contractor claims are due for the work.

1.3.69 **Work** - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work includes and is the result of performing or furnishing labor and furnishings and incorporating materials and equipment into the construction and performing or furnishing services and furnishing documents all as required by the Contract Documents.

1.3.70 **Working Day -** Any calendar day on which the Contractor works or is expected to work in accordance with the approved work progress schedule.

1.3.71 **Work Order Allowance** - A monetary amount established by CFX and included in the Contract Price to cover the cost of Work, that may or may not be anticipated, but is not otherwise defined by the Plans or Specifications. No Work paid for under the Work Order Allowance shall be performed until written authorization is given to the Contractor by CFX. Any amount remaining in the Allowance upon completion and acceptance of the project remains the property of CFX.

END OF SECTION 1

SECTION 2 - SCOPE OF WORK

2.1 Intent of Contract

It is the intent of the Contract Documents to provide for the construction and completion of every detail of the Work described in the Contract Documents. Any labor, documentation, services, Materials, or Equipment that may be reasonably inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result shall be provided whether or not specifically called for, at no additional cost to CFX.

Upon execution of the Contract, written communication associated with the Contract may be conducted using a paperless electronic means. When the Specifications require a submission of documentation, such documents may be submitted and exchanged electronically.

Documents requiring a signature may be executed electronically by both parties in accordance with Chapter 668, Florida Statutes, and have the same force and effect as a written signature. All persons requiring access to any collaboration sites shall be identified during the preconstruction conference and instructions for access to this site will be discussed and documented in the minutes. Persons may be added or removed during the life of the Contract on an as needed basis. All signatories executing documents electronically must acquire digital signature certificates.

2.2 Work Not Covered by the General Specifications

Proposed construction and any contractual requirements not covered by these General Specifications may be covered by notes shown on the Plans or by the Technical Specifications, Technical Special Provisions or Special Provisions for the Contract.

2.3 Alteration of Plans

2.3.1 General: CFX reserves the right to make, at any time prior to or during the progress of the Work, such increases or decreases in quantities, whether a significant change or not, and such alterations in the details of construction, whether a significant change or not, including but not limited to alteration in the grade or alignment of the road or structure or both, as may be found necessary or desirable by CFX. Such increases, decreases or alterations shall not constitute a breach of Contract, shall not invalidate the Contract, nor release the Surety from any liability arising out of this Contract or the Surety bond. The Contractor agrees to perform the Work, as altered, the same as if it had been part of the original Contract.

The term "significant change" applies only when:

A) CFX determines that the Work as altered differs materially in kind or nature from that involved or included in the original proposed construction or

B) A Major Item of Work, as defined in Section 1, is increased in excess of 125% or decreased below 75% of the original Contract quantity. CFX will apply any price adjustment for an increase in quantity only to that portion in excess of 125% of the original Contract item quantity, or in case of a decrease below 75% to the actual amount of work performed, such allowance to be determined in accordance with 2.3.2, below.

In the instance of A) above, the determination by CFX shall be final and shall not be subject to challenge by the Contractor except through the claims procedure as described herein.

2.3.2 Increase, Decrease, or Alteration in the Work: CFX reserves the right to make alterations in the character of the Work which involve a substantial change in the nature of the design or in the type of construction or which materially increases or decreases the cost or time of performance. Such alteration shall not constitute a breach of Contract, shall not invalidate the Contract or release the Surety.

Notwithstanding that the Contractor shall have no formal right whatsoever to any extra compensation or time extension deemed due by the Contractor for any cause unless and until the Contractor follows the procedures set forth in 2.4.2 for preservation, presentation and resolution of the claim, the Contractor may at any time, after having otherwise timely provided a notice of intent to claim or preliminary time extension request pursuant to 2.4.2, submit to CFX a request for equitable adjustment of compensation or time or other dispute resolution proposal. The Contractor shall in any request for equitable adjustment of compensation, time, or other dispute resolution proposal certify under oath and in writing, in accordance with the formalities required by Florida law, that the request is made in good faith, that any supportive data provided are accurate and complete to the Contractor's best knowledge and belief, and that the amount of the request accurately reflects what the Contractor in good faith believes to be CFX's responsibility. Such certification must be made by an officer or director of the Contractor with the authority to bind the Contractor. Any such certified statements of entitlement and costs shall be subject to the audit provisions set forth in 2.4.13. While the submittal or review of a duly certified request for equitable adjustment shall neither create, modify, nor activate any legal rights or obligations as to the Contractor or CFX, CFX will review the content of any duly certified request for equitable adjustment or other dispute resolution proposal, with any further action or inaction by CFX thereafter being in its

sole discretion. Any request for equitable adjustment that fails to fully comply with the certification requirements will not be reviewed by CFX.

The monetary compensation provided for below constitutes full and complete payment for such additional work and the Contractor shall have no right to any additional monetary compensation for any direct or indirect costs or profit for any such additional work beyond that expressly provided below. The Contractor shall be entitled to a time extension only to the extent that the performance of any portion of the additional work is a controlling work item and the performance of such controlling work item actually extends completion of the project due to no fault of the Contractor. All time related costs for actual performance of such additional work are included in the compensation already provided below and any time extension entitlement hereunder will be without additional monetary compensation. The Contractor shall have no right to any monetary compensation or damages whatsoever for any direct or indirect delay to a controlling work item arising out of or in any way related to the circumstances leading up to or resulting from additional work (but not relating to the actual performance of the additional work, which is paid for as otherwise provided herein), except only as provided for under 2.4.5.3.

2.3.2.1 Allowable Costs for Extra Work: The CEI may direct in writing that extra work be done and, at the CEI's sole discretion, the Contractor will be paid pursuant to an agreed Supplemental Agreement or in the following manner:

(a) Labor and Burden: The Contractor will receive payment for actual costs of direct labor and burden for the additional or unforeseen work. Labor includes foremen actually engaged in the work; and will not include project supervisory personnel nor necessary on-site clerical staff, except when the additional or unforeseen work is a controlling work item and the performance of such controlling work item actually extends completion of the project due to no fault of the Contractor. Compensation for project supervisory personnel, but in no case higher than a Project Manager's position, shall only be for the pro-rata time such supervisory personnel spent on the contract. In no case shall an officer or director of the Company, nor those persons who own more than 1 % of the Company, be considered as project supervisory personnel, direct labor or foremen hereunder.

Payment for burden shall be limited solely to the following:

Table 2.3.2.1

Item	Rate
FICA	Rate established by Law
FUTA/SUTA	Rate established by Law
Medical Insurance	Actual
Holidays, Sick & Vacation benefits	Actual
Retirement benefits	Actual
Workers Compensation	Rates based on the National Council on Compensation Insurance basic rate tables adjusted by Contractor's actual experience modification factor in effect at the time of the additional work or unforeseen work.
Per Diem	Actual but not to exceed State of Florida's rate
Insurance*	Actual

*Compensation for Insurance is limited solely to General Liability Coverage and does not include any other insurance coverage (such as, but not limited to, Umbrella Coverage, Automobile Insurance, etc.).

At the pre-construction conference, certify to the CEI the following:

(1) A listing of on-site clerical staff, supervisory personnel and their pro-rated time assigned to the Contract,

(2) Actual Rate for items listed in Table 2.3.2.1,

(3) Existence of employee benefit plan for Holiday, Sick and Vacation benefits and a Retirement Plan, and,

(4) Payment of Per Diem is a company practice for instances when compensation for Per Diem is requested.

Such certification must be made by an officer or director of the Contractor with authority to bind the Contractor. Timely certification is a condition precedent to any right of the Contractor to recover compensations for such costs, and failure to timely submit the certification will constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to recover such costs. Any subsequent changes shall be certified to the CEI as part of the cost proposal or seven calendar days in advance of performing such extra work.

(b) Materials and Supplies: For materials accepted by the CEI and used on the project, the Contractor will receive the actual cost of such materials incorporated into the work, including Contractor paid transportation charges (exclusive of equipment as hereinafter set forth). For supplies reasonably needed for performing the work, the Contractor will receive the actual cost of such supplies.

(c) Equipment: For any machinery or special equipment (other than small tools), including fuel and lubricant, the Contractor will receive 100% of the "Rental Rate Blue Book" for the actual time that such equipment is in operation on the work, and 50% of the "Rental Rate Blue Book" for the time the equipment is directed to standby and remain on the project site, to be calculated as indicated below. The equipment rates will be based on the latest edition (as of the date the work to be performed begins) of the "Rental Rate Blue Book for Construction Equipment", as published by EquipmentWatch, a division of Informa Business Media, Inc., using all instructions and adjustments contained therein and as modified below. On all projects, the CEI will adjust the rates using regional adjustments and Rate Adjustment Tables according to the instructions in the "Rental Rate Blue Book."

Allowable Equipment Rates will be established as set out below:

(1) Allowable Hourly Equipment Rate = Monthly Rate/176 x Adjustment Factors x 100%.

(2) Allowable Hourly Operating Cost = Hourly Operating Cost x 100%.

(3) Allowable Rate Per Hour = Allowable Hourly Equipment Rate + Allowable Hourly Operating Cost.

(4) Standby Rate = Allowable Hourly Equipment Rate x 50%.

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

CFX will allow for the cost of transporting the equipment to and from the location at which it will be used. If the equipment requires assembly or disassembly for transport, CFX will pay for the time to perform this work at the rate for standby equipment.

Equipment may include vehicles utilized only by Labor, as defined above.

(d) Indirect Costs, Expenses, and Profit: Compensation for all indirect costs, expenses, and profit of the Contractor, including but not limited to overhead of any kind, whether jobsite, field office, division office, regional office, home office, or otherwise, is expressly limited to the greater of either (1) or (2) below:

(1) Solely a mark-up on the payments in (a) through (c), above in accordance with the corresponding portions of section 7.4.

(i) Bond: The Contractor will receive compensation for any premium for acquiring a bond for such additional or unforeseen work at the original contract bond rate paid by the Contractor. Should the Contractor have previously elected to provide subguard coverage in lieu of requiring a bond from a sub on the original work, the Contractor shall be entitled to reimbursement for the subguard premium for the added work upon proof of said premium.

(ii) The Contractor will be allowed a markup of 10% on the first $50,000 and a markup of 5% on any amount over $50,000 on any subcontract directly related to the additional or unforeseen work. Any such subcontractor mark-up will be allowed only by the prime Contractor and a first-tier subcontractor, and the Contractor must elect the markup for any eligible first tier subcontractor to do so.

(2) Solely the formula set forth below and only as applied solely as to such number of calendar days of entitlement that are in excess of ten cumulative calendar days as defined below.

$$D = \frac{A \times C}{B}$$

Where A = Original Contract Amount

B = Original Contract Time

C = 8%

D = Average Overhead Per Day

Cumulative Calendar Days is defined as the cumulative total number of calendar days granted for a time extension due to delay of a controlling work item caused solely by CFX, or the cumulative total number of calendar days for which entitlement to a time extension due to delay of a controlling work item caused solely by CFX is otherwise ultimately determined in favor of the Contractor.

Further, in the event there are concurrent delays to one or more controlling work items, one or more being caused by CFX and one or more being caused by the Contractor, the Contractor shall be entitled to a time extension for each day that a controlling work item is delayed by CFX but shall have no right to nor receive any monetary compensation for any indirect costs for any days of concurrent delay. No compensation will be paid to the Contractor for any jobsite overhead and other indirect impacts when the total number of calendar days granted for time extension due to delay of a controlling work item is equal to or less than ten calendar days and the Contractor also fully assumes all monetary risk of any and all partial or single calendar day delay periods, due to delay of a controlling work item that when cumulatively totaled together are equal to or less than ten calendar days. All calculations under this provision shall exclude days granted for performing additional work.

2.3.2.2 Subcontracted Work: For work performed by a subcontractor, compensation for the additional or unforeseen work shall be solely limited to as provided for in 2.3.2.1 (a), (b), (c) and (d)(1), with the exception of, in the instance of subcontractor performed work only, the subcontractor may receive compensation for any premium for acquiring a bond for the additional or unforeseen work; provided, however, that such payment for additional subcontractor bond will only be paid upon presentment to CFX of clear and convincing proof that the subcontractor has actually provided and paid for separate bond premiums for such additional or unforeseen work in such amount. The Contractor shall require the subcontractor to provide a certification, in accordance with 2.3.2.1(a), as part of the cost proposal and provide such to the CEI. Such certification must be made by an officer or director of the subcontractor with authority to bind the subcontractor. Timely certification is a condition precedent to any right of the Contractor to recover compensation for such subcontractor costs, and failure to timely submit the certification will constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to recover such subcontractor costs.

2.3.3 No Waiver of Contract: Changes made by CFX will not be considered to waive any of the provisions of the Contract, nor may the Contractor make any claim for loss of anticipated profits because of the changes or by reason of any variation between the approximate quantities and the quantities of Work actually performed. All Work shall be performed as directed by CFX and in accordance with the Contract Documents.

2.3.4 Suspensions of Work Ordered by CFX: If the performance of all or any portion of the Work is suspended or delayed by CFX, in writing, for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes additional compensation is due as a result of such suspension or delay, the Contractor shall submit to CFX in writing a request for adjustment within 7 calendar days of receipt of the notice to resume Work. The request shall be complete, set forth all the reasons and support for such adjustment.

CFX will evaluate the Contractor's request. If CFX agrees the cost and/or time required for the performance of the Contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers or subcontractors at any approved tier (and not caused by weather), CFX will make an adjustment (excluding profit) and modify the Contract in writing accordingly. CFX will notify the Contractor whether an adjustment of the Contract is warranted.

No Contract adjustment will be allowed unless the Contractor has submitted the complete request for adjustment within the time prescribed.

No Contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for, excluded under, or effectively precluded by any other term or condition of the Contract.

2.3.5 Conditions Requiring Supplemental Agreement: A Supplemental Agreement will be used to clarify the Plans and Specifications of the Contract; to document quantities that deviate from the original Contract amount; to provide for unforeseen Work, grade changes or alterations in Plans which could not reasonably have been contemplated or foreseen in the original Plans and Specifications; to change the limits of construction to meet field conditions; to provide a safe and functional connection to an existing pavement; to make the project functionally operational in accordance with the intent of the original Contract and subsequent amendments thereto; to settle Contract claims.

No Work covered by a Supplemental Agreement shall be performed before written authorization is given by CFX. Such written authorization will set forth the prices and other pertinent information and will be promptly reduced to written Contract document form.

2.3.6 Unilateral Payments: Unilateral Payments will be used to pay the Contractor for Work performed on the Project when:

a) The Contractor agrees to perform the Work at an agreed upon cost but refuses to timely execute a Supplemental Agreement so as to allow timely payment for the Work by CFX or,

b) CFX and the Contractor cannot agree on the cost of the Work and the Contractor refuses to execute a Supplemental Agreement or,

c) CFX determines it is in the best interest to make a Unilateral Payment for Work CFX directed to be performed in lieu of pursuing a Supplemental Agreement.

2.3.7 Extra Work: Alterations, changes, additional or unforeseen Work of the type already provided by the Contract for which there is a Contract Price will be paid for at such Contract price.

Alterations, changes, additional or unforeseen Work having no quantity or price provided in the Contract will be paid at a negotiated price. Where the cost is negotiated, the Contractor shall submit an estimate to CFX in terms of labor, Materials, Equipment, overhead with a time impact analysis, and other expenses incurred solely as a result of the alteration, change, additional or unforeseen Work as stipulated in 2.3.2.

Where a price cannot be negotiated for alterations, changes, additional or unforeseen Work having no quantity or price provided in the Contract, payment will be made in accordance with 2.3.2.

2.3.8 Connections to Existing Pavements, Drives, and Walks: Limits of construction at the beginning and end of the Project are detailed in the Plans and will generally be adhered to; however, where in the opinion of CFX it is necessary to extend the construction in order to make suitable connections to existing pavement, such change may be permitted upon written authorization.

For any connections to existing walks and drives which are necessary although not indicated on the Plans, proper connections shall be made at the direction of CFX in accordance with the FDOT's Standard Plans identified in the Contract Documents.

2.3.9 Differing Site Conditions: During the progress of the Work, if subsurface or latent conditions are encountered at the site differing materially from those indicated on the Plans or in the Specifications or if unknown physical conditions of an unusual nature (differing materially from those ordinarily encountered and generally recognized as inherent in the Work) are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and before the affected Work is performed.

Upon written notification from the Contractor, CFX will have the conditions investigated and if it is determined that the conditions differ materially and cause an increase or decrease in the cost or time required for the performance of any Work under the Contract, an adjustment (excluding loss of anticipated profits) will be made and the Contract modified in writing accordingly. CFX will notify the Contractor whether an adjustment of the Contract is warranted.

No Contract adjustment that results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice.

No Contract adjustment will be allowed under this clause for any impacts caused to or by any other projects.

2.3.10 Changes Affecting Utilities: The Contractor shall be responsible for identifying and assessing any potential impacts to a utility that may be caused by the changes proposed by the Contractor and the Contractor shall, at the time of making the request for change, notify CFX in writing of any such potential impacts to utilities.

CFX approval of a Contractor proposed change does not relieve the Contractor of sole responsibility for all utility impacts, costs, delays or damages, whether direct or indirect, resulting from Contractor initiated changes in the design or construction activities from those in the original Contract, design plans (including traffic control plans) or other Contract Documents and which effect a change in utility work different from that shown in the utility plans, joint project agreements or utility relocation schedules.

2.3.11 Cost Savings Initiative Proposal

2.3.11.1 Intent and Objective: This subarticle applies to any Cost Savings Initiative Proposal (CSIP) that the Contractor initiates and develops for the purpose of refining the Contract to increase cost effectiveness or significantly improve the quality of the end result. Any potential CSIPs being considered by the Contractor shall NOT be discussed at the pre-award meeting, as this meeting is for the sole purpose of discussing the Contractor's bid and the documents on which the bid is based. Subsequent to Contract execution and prior to Contract Time beginning, a mandatory Cost Savings Initiative Workshop will be held for the Contractor and CFX to discuss potential Proposals.

This subarticle does not apply to any CSIP unless the Contractor identifies it at the time of its submission to CFX as a CSIP submitted in accordance with this subarticle.

CFX will consider CSIPs that, in the sole opinion of CFX, will result in net savings to CFX by providing a decrease on the cost of the Contract. Additionally, the CSIP

must result in savings without impairing essential functions and characteristics such as safety, service life, reliability, economy of operation, ease of maintenance, aesthetics, and necessary standard design features. CFX will not recognize the Contractor's elimination of work or correction of plan errors that result in a cost reduction as a CSIP.

CFX reserves the right to reject, at its sole discretion, any CSIP submitted that proposes a change in the design of the pavement system or that would require additional right-of-way. Pending CFX's execution of a formal supplemental agreement implementing an approved CSIP, the Contractor shall remain obligated to perform the Work in accordance with the terms of the Contract. CFX is under no obligation to grant time extensions to allow for the time required to develop and review a CSIP.

For potential CSIPs not discussed between Contract Execution and Contract Time beginning, a mandatory concept meeting will be held between CFX and the Contractor to discuss the potential CSIP prior to its development.

2.3.11.2 Data Requirements: As a minimum, the Contractor shall submit the following information with each CSIP:

1. a description of the differences between the existing Contract requirements, including any time extension request, and the proposed change, and the comparative advantages and disadvantages.

2. separate detailed (Labor, Equipment, Material, and Subcontract) cost estimates for both the existing Contract requirement and the proposed change. Allocate the above detailed cost estimates by pay item numbers indicating quantity increases or decreases and deleted pay items. Identify additional proposed work not covered by pay items within the Contract, by using pay item numbers in the FDOT Basis of Estimates Manual. In preparing the estimates, include overhead, profit, and bond within pay items in the Contract. Separate pay item(s) for the cost of overhead, profit, and bond will not be allowed.

3. an itemization of the changes, deletions, or additions to plan details, plan sheets, Standard Plans, and Specifications that are required to implement the CSIP if CFX adopts it. Provide preliminary plan drawings sufficient to describe the proposed changes.

4. engineering or other analysis in sufficient detail to identify and describe specific features of the Contract that must be changed if CFX accepts the CSIP with a proposal as to how the changes can be accomplished and an assessment of their effect on other Project elements. CFX may require that engineering analyses be performed by a Specialty Engineer in the applicable class of work. Support all

design changes that result from the CSIP with drawings and computations signed and sealed by the Contractor's Specialty Engineer. Written documentation or drawings shall be provided that clearly delineate the responsibility of the Contractor's Specialty Engineer.

5. the date by which CFX must approve the CSIP to obtain the total estimated cost reduction during the remainder of the Contract, noting any effect on the Contract completion time or delivery schedule.

6. a revised Project schedule that would be followed upon approval of the CSIP. The schedule shall include submittal dates and review time for CFX review.

2.3.11.3 Processing Procedures: The Contractor shall submit the CSIP to CFX. CFX will process the CSIP expeditiously; however, CFX is not liable for any delay in acting upon a CSIP submitted pursuant to this subarticle. The Contractor may withdraw, in whole or in part, a CSIP not accepted by CFX within the period specified in the CSIP. CFX is not liable for any CSIP development cost in the case where CFX rejects, or the Contractor withdraws, a CSIP.

CFX is the sole judge of the acceptability of a CSIP and of the estimated net savings in construction costs from the adoption of all or any part of the CSIP. In determining the estimated net savings, CFX reserves the right to disregard the Contract bid prices if, in the judgment of CFX, such prices do not represent a fair measure of the value of the Work to be performed or to be deleted.

Prior to approval, CFX may modify a CSIP, with the concurrence of the Contractor, to make it acceptable. If any modification increases or decreases the net savings resulting from the CSIP, CFX will determine the Contractor's fair share upon the basis of the CSIP as modified and upon final quantities. CFX will compute the net savings by subtracting the revised total cost of all bid items affected by the CSIP from the total cost of the same bid items as represented in the Contract, provided that in the sole judgment of CFX that such bid item prices represent fair measure of the value of the associated work.

Prior to approval of the CSIP that initiates the supplemental agreement, provide acceptable Contract-quality plan sheets revised to show all details consistent with the CSIP design.

2.3.11.4 Computation for Change in Contract Cost Performance: If the CSIP is adopted, the Contractor's share of the net savings as defined hereinafter represents full compensation to the Contractor for the CSIP.

CFX will include its cost to process and implement a CSIP in the estimate.

2.3.11.5 Conditions of Acceptance for Major Design Modifications of Category 2 Bridges: A CSIP that proposes major design modifications of a category 2 bridge, as determined by CFX, shall have the following conditions of acceptance:

1. All bridge plans relating to the CSIP shall undergo an independent peer review conducted by a single independent engineering firm referred to for the purpose of this requirement as the Independent Review Engineer (IRE). The IRE shall not be the originator of the CSIP design and shall be pre-qualified by FDOT in accordance with Rule 14-75, Florida Administrative Code. The independent peer review is intended to be a comprehensive and thorough verification of the original Work, giving assurance that the design is in compliance with all CFX requirements. The IRE's comments, along with the resolution of each comment, shall be submitted to CFX. The IRE shall sign and seal the submittal cover letter stating that all comments have been adequately addressed and the design is in compliance with CFX's requirements. If there are any unresolved comments, the IRE shall specifically list all unresolved issues in the signed and sealed cover letter.

2. CFX reserves the right to require the Contractor's Specialty Engineer to assume responsibility for the design of the entire structure.

3. New designs and independent peer reviews shall be in compliance with all applicable CFX, FDOT, and AASHTO criteria requirements including bridge loading ratings.

2.3.11.6 Sharing Arrangements: If CFX approves a CSIP, the Contractor will receive 50% of the net reduction in the cost of performance of the Contract as determined by the final negotiated agreement between the Contractor and CFX. The net reduction will be determined by subtracting from the savings of the construction costs the reasonable documented engineering costs incurred by the Contractor to design and develop a CSIP and CFX's direct costs for reviewing the CSIP. Contractor's engineering costs will be based on the Specialty Engineer's certified invoice and may include the costs of the IRE. The Contractor's total engineering costs to be subtracted from the savings to determine the net reduction will be limited to 25% of the construction savings and will not include any markup by the Contractor for the costs for engineering services performed by the Contractor.

2.3.11.7 Notice of Intellectual Property Interests and CFX's Future Rights to a CSIP: The Contractor's CSIP submittal shall identify with specificity any and all forms of intellectual property rights that either the Contractor or any officer, shareholder, employee, consultant, or affiliate, of the Contractor, or any other entity who contributed in any measure to the substance of the Contractor's CSIP development, have or may have that are in whole or in part implicated in the CSIP. Such required intellectual property rights notice includes, but is not limited to, disclosure of any:

issued patents, copyrights, or licenses; pending patent, copyright or license applications; and any intellectual property right that though not yet issued, applied for or intended to be pursued, could nevertheless otherwise be subsequently the subject of patent, copyright or license protection by the Contractor or others in the future. The notice requirement does not extend to intellectual property rights as to stand-alone or integral components of the CSIP that are already on the FDOT's APL or Standard Plans, Standard Plans indexes, or are otherwise generally known in the industry as being subject to patent or copyright protection.

Notwithstanding Article 5.3 of the General Specifications nor any provisions of the Standard Specifications, upon acceptance of the CSIP, the Contractor grants to CFX and its contractors (such grant being expressly limited solely to any and all existing or future CFX construction projects and any other CFX projects that are partially or wholly funded by or for CFX) a royalty-free and perpetual license under all forms of intellectual property rights to manufacture, to use, to design, to construct, to disclose, to reproduce, to prepare and fully utilize derivative works, to distribute, display and publish, in whole or in part, and to permit others to do any of the above, and to otherwise in any manner and for any purpose whatsoever do anything reasonably necessary to fully utilize any and all aspects of such CSIP on any and all existing and future construction projects and any other CFX projects.

The Contractor shall hold harmless and indemnify CFX and its contractors and others in privity therewith from and against any and all claims, liabilities, other obligations or losses, and reasonable expenses related thereto (including reasonable attorney's fees) which are incurred or are suffered by any breach of the foregoing grants, and regardless of whether such intellectual property rights were or were not disclosed by the Contractor pursuant to the language herein, unless CFX has by express written exception in the CSIP acceptance process specifically released the Contractor from such obligation to hold harmless and indemnify as to one or more disclosed intellectual property rights.

2.4 Claims by Contractor

2.4.1 General: When the Contractor deems that extra compensation, or a time extension is due beyond that agreed to by CFX, whether due to delay, additional Work, altered Work, differing site conditions, breach of Contract, or for any other cause, the Contractor shall follow the procedures set forth herein for preservation, presentation, and resolution of the claim.

2.4.2 Notice of Claim:

2.4.2.1 Claims For Extra Work: Where the Contractor deems that additional compensation or a time extension is due for Work or Materials not expressly provided for in the Contract or which is by written directive expressly ordered by CFX pursuant to 2.3, the Contractor shall notify CFX in writing, including the words "NOTICE OF CLAIM" in the document heading of the intention to make a claim for additional compensation before beginning the Work on which the claim is based, and if seeking a time extension, the Contractor shall also submit a preliminary request for time extension pursuant to 6.7.3 within ten (10) calendar days after commencement of a delay. Within (10) calendar days after the elimination of the delay, the Contractor shall submit a request for Contract Time extension pursuant to 6.7.3. If such notification is not given and CFX is not afforded the opportunity for keeping strict account of actual labor, Materials, Equipment, and time, the Contractor waives the claim for additional compensation or a time extension. Such notice by the Contractor, and the fact that CFX has kept account of the labor, Materials, and Equipment, and time, shall not in any way be construed as establishing the validity of the claim or method for computing any compensation or time extension for such claim. Notice of the amount of the claim with supporting data shall be delivered within sixty days after the start of such occurrence or event (unless CFX allows additional time for the Contractor to submit additional or more accurate data in support of the claim) and shall be accompanied by the Contractor's written statement that the adjustment claimed covers all known amounts to which the Contractor is entitled as a result of said occurrence or event. For any claim or part of a claim that pertains solely to final estimate quantity disputes the Contractor shall submit full and complete claim documentation as described in 2.4.3, as to such final estimate claim dispute issues, within 30 calendar days of the Contractor's receipt of CFX's Offer of Final Payment. Submission of timely notice of intent to file a claim, preliminary time extension request, time extension request, and the claim, together with full and complete claim documentation, are each a condition precedent to the Contractor bringing any arbitration or other formal claims resolution proceeding against CFX for the items and for the sums or time set forth in the Contractor's written claim, and the failure to provide such notice of intent, preliminary time extension request, time extension request, claim and full and complete claim documentation within the time required shall constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to additional compensation or a time extension for such claim.

2.4.2.2 Claims For Delay: Where the Contractor deems that additional compensation or a time extension is due on account of delay, differing site conditions, breach of Contract, or any other cause other than for Work or Materials not expressly provided for in the Contract (Extra Work) or which is by written directive of CFX expressly ordered by CFX pursuant to 2.3, the Contractor shall submit a written notice of intent

to CFX within 48 hours after commencement of a delay to a Work item on the critical path expressly notifying CFX that the Contractor intends to seek additional compensation, and if seeking a time extension, the Contractor shall also submit a preliminary request for time extension pursuant to 6.7.3 within 48 hours after commencement of a delay to a Work item on the critical path, as to such delay and providing a reasonably complete description as to the cause and nature of the delay and the possible impacts to the Contractor's Work by such delay. Within (10) calendar days after the elimination of the delay, the Contractor shall submit a request for Contract Time extension pursuant to 6.7.3. The timely providing of a written notice of intent or preliminary time extension request to CFX are each a condition precedent to any right on behalf of the Contractor to request additional compensation or an extension of Contract Time for that delay, and the failure of the Contractor to provide such written notice of intent or preliminary time extension request within the time required shall constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to additional compensation or a time extension for that delay. Notice of the amount of the claim with supporting data shall be delivered within sixty days after the start of such occurrence or event (unless CFX allows additional time for the Contractor to submit additional or more accurate data in support of the claim) and shall be accompanied by the Contractor's written statement that the adjustment claimed covers all known amounts to which the Contractor is entitled as a result of said occurrence or event. There shall be no Contractor entitlement to any monetary compensation or time extension for any delays or delay impacts, whatsoever, that are not related to a Work item on the critical path, and then as to any such delay to such item entitlement to any monetary compensation or time extension shall only be to the extent such is otherwise provided for expressly under 2.3 or 2.4, except that in the instance of delay to an item of Work not on the critical path the Contractor may be compensated for the direct costs of idle labor or Equipment only, at the rates set forth in 2.3, and then only to the extent the Contractor could not reasonably mitigate such idleness. The existence of an accepted schedule, including any required update(s), as stated in Article 6.3.3, is a condition precedent to the Contractor having any right to the granting of an extension of Contract Time arising out of any delay. Contractor failure to have an accepted schedule, including any required update(s), for the period of potential impact, or in the event the currently accepted schedule and applicable update(s) do not accurately reflect the actual status of the project or fail to accurately show the true controlling or non-controlling work activities for the period of potential impact, will result in any entitlement determination as to time or money for such period of potential impact being limited solely to CFX's analysis and identification of the actual controlling or non-controlling work activities. Further, in such instances. CFX's determination as to entitlement as to either time or compensability will be final, unless the Contractor can prove by clear and convincing evidence to a Disputes Review Board that the CFX's determination was without any reasonable factual basis.

2.4.3 Content of Written Claim: As a condition precedent to the Contractor being entitled to additional compensation or a time extension under the Contract for any claim, the Contractor shall submit a written claim to CFX which will include for each individual claim, at a minimum, the following information:

(a) A detailed factual statement of the claim providing all relevant dates, locations, and items of Work affected and included in each claim;
(b) The date or dates on which actions or events resulting in the claim occurred or conditions resulting in the claim became evident;
(c) Identification of all pertinent documents and the substance of any material oral communications relating to such claim and the name of the persons making such material oral communications;
(d) Identification of the provisions of the Contract which support the claim and a statement of the reasons why such provisions support the claim, or alternatively, the provisions of the Contract which allegedly have been breached and the actions constituting such breach;
(e) A detailed compilation of the amount of additional compensation sought and a breakdown of the amount sought as follows:

(1) documented additional job site labor expenses;
(2) documented additional cost of Materials and supplies;
(3) a list of additional Equipment costs claimed, including each piece of Equipment and the rental rate claimed for each;
(4) any other additional direct costs or damages and the documents in support thereof;
(5) any additional indirect costs or damages and all documentation in support thereof;

(f) A detailed compilation of the specific dates and the exact number of calendar days sought for a time extension, the basis for entitlement to time for each day, all documentation of the delay, and a breakout of the number of days claimed for each identified event, circumstance or occurrence.

Further, the Contractor shall be prohibited from amending either the basis of entitlement or the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder, and any arbitration or other formal claims resolution proceeding shall be limited solely to the basis of entitlement and the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder. This shall not, however, preclude the Contractor from withdrawing or reducing any of the basis of entitlement and the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder at any time.

2.4.4 Action on Claim: CFX will respond within 30 calendar days of receipt of a complete claim submitted by Contractor in compliance with 2.4.3. Failure by CFX to respond to a claim within 30 calendar days after receipt of a complete claim in compliance with 2.4.3 constitutes a denial of the claim by CFX. If CFX finds the claim or any part thereof to be valid, such partial or whole claim will be allowed and paid for to the extent deemed valid and any time extension granted, if applicable, as provided in the Contract.

2.4.5 Compensation for Extra Work or Delay:

2.4.5.1 Compensation for Extra Work: Notwithstanding anything to the contrary contained in the Contract Documents, the Contractor shall not be entitled to any compensation beyond that provided for in 2.3.2.

2.4.5.2 Compensation for Delay: Notwithstanding anything to the contrary contained in the Contract Documents, the additional compensation set forth in 2.4.5.3 shall be the Contractor's sole monetary remedy for any delay other than to perform extra work caused by CFX unless the delay shall have been caused by acts constituting willful or intentional interference by CFX with the Contractor's performance of the work and then only where such acts continue after Contractor's written notice to CFX of such interference. The parties anticipate that delays may be caused by or arise from any number of events during the term of the Contract, including, but not limited to, work performed, work deleted, change orders, supplemental agreements, disruptions, differing site conditions, utility conflicts, design changes or defects, time extensions, extra work, right-of-way issues, permitting issues, actions of suppliers, subcontractors or other contractors, actions by third parties, suspensions of work by the CEI pursuant to Article 6.6 of the General Specifications, shop drawing approval process delays, expansion of the physical limits of the project to make it functional, weather, weekends, holidays, special events, suspension of Contract time, or other events, forces or factors sometimes experienced in construction work. Such delays or events and their potential impacts on the performance by the Contractor are specifically contemplated and acknowledged by the parties in entering into this Contract, and shall not be deemed to constitute willful or intentional interference with the Contractor's performance of the work without clear and convincing proof that they were the result of a deliberate act, without reasonable and good-faith basis, and specifically intended to disrupt the Contractor's performance.

2.4.5.3 Compensation for Direct Costs, Indirect Costs, Expenses, and Profit thereon, of or from Delay: For any delay claim, the Contractor shall only be entitled to monetary compensation for the actual idle labor and equipment, and indirect costs, expenses, and profit thereon, as provided for in 2.3.2.1(d) and solely for costs incurred beyond what reasonable mitigation thereof the Contractor could have undertaken.

2.4.6 Mandatory Claim Records: After giving CFX notice of intent to file a claim for Extra Work or delay, the Contractor shall keep daily records of all labor, Materials and Equipment costs incurred for operations affected by the Extra Work or delay. These daily records shall identify each operation affected by the Extra Work or delay and the specific locations where Work is affected by the Extra Work or delay, as nearly as possible. CFX may also keep records of all labor, Materials, and Equipment used on the operations affected by the Extra Work or delay. The Contractor shall, once a notice of intent to claim has been timely filed, and not less than weekly thereafter as long as appropriate, provide CFX with a copy of the Contractor's daily records and be likewise entitled to receive a copy of CFX's daily records. The copies of daily records to be provided hereunder shall be provided at no cost to the recipient.

2.4.7 Claims for Acceleration: CFX shall have no liability for any constructive acceleration of the Work, nor shall the Contractor have any right to make any claim for constructive acceleration nor include the same as an element of any claim the Contractor may otherwise submit under this Contract. If CFX gives express written direction for the Contractor to accelerate its efforts, such written direction will set forth the prices and other pertinent information and will be reduced to a written Contract Document promptly. No payment will be made on a Supplemental Agreement for acceleration prior to CFX's approval of the documents.

2.4.8 Certificate of Claim: When submitting any claim, the Contractor shall certify under oath and in writing, in accordance with the formalities required by Florida law, that the claim is made in good faith, that the supportive data are accurate and complete to the Contractor's best knowledge and belief, and that the amount of the claim accurately reflects what the Contractor in good faith believes to be CFX's liability. Such certification must be made by an officer or director of the Contractor with the authority to bind the Contractor.

2.4.9 Non-Recoverable Items: The parties agree that for any claim CFX will not have liability for the following items of damages or expense:

a. Loss of profit, incentives, or bonuses;
b. Any claim for other than Extra Work or delay;
c. Consequential damages including, but not limited to, loss of bonding capacity, loss of bidding opportunities, loss of credit standing, cost of financing, interest paid, loss of other work or insolvency;
d. Acceleration costs and expenses, except where CFX has expressly and specifically directed the Contractor in writing "to accelerate at CFX's expense";
e. Attorney fees except in accordance with 3.12, claims preparation expenses and costs of litigation.

2.4.10 Exclusive Remedies: Notwithstanding any other provision of the Contract, the parties agree that CFX shall have no liability to the Contractor for expenses, costs, or items of damages other than those which are specifically identified as payable under 2.4. In the event of any formal claims resolution process for additional compensation, whether on account of delay, acceleration, breach of Contract, or otherwise, the Contractor agrees that CFX's liability will be limited to those items which are specifically identified as payable in 2.4.

2.4.11 Settlement Discussions: The content of any discussions or meetings held between CFX and the Contractor to settle or resolve any claims submitted by the Contractor against CFX shall be inadmissible in any legal, equitable, arbitration or administrative proceedings, including the Disputes Review Board, brought by the Contractor against CFX for payment of such claim. Dispute Review Board proceedings are not settlement discussions, for purposes of this provision.

2.4.12 Personal Liability of Public Officials: In carrying out any of the provisions of the Contract or in exercising any power or authority granted to the Central Florida Expressway Authority, its employees, members, officers, agents, consultants and successors, there shall be no liability of any employee, officer, official agent or consultant of CFX either personally or as officials or representatives of CFX. It is understood that in all such matters such individuals act solely as agents and representatives of CFX.

2.4.13 Auditing of Claims: All claims filed against CFX shall be subject to audit at any time following the filing of the claim, whether or not such claim is part of a suit pending in the Courts of the State of Florida. The audit may be performed at CFX's sole discretion by employees of CFX or by any independent auditor appointed by CFX, or both. The audit may begin after ten days written notice to the Contractor, subcontractor, or supplier. The Contractor, subcontractor, or supplier shall make a good faith effort to cooperate with the auditors. As a condition precedent to recovery on any claim, the Contractor, subcontractor, or supplier must retain sufficient records, and provide full and reasonable access to such records to allow the CFX auditors to verify the claim. Failure to retain sufficient records of the claim or failure to provide full and reasonable access to such records shall constitute a waiver of that portion of such claim that cannot be verified and shall bar recovery thereunder. Further, and in addition to such audit access, upon the Contractor submitting a written claim, CFX shall have the right to request and receive, and the Contractor shall have the affirmative obligation to provide to CFX, copies of any and all documents in the possession of the Contractor or its subcontractors, materialmen or suppliers as may be deemed relevant by CFX in its review of the basis, validity or value of the Contractor's claim.

Without limiting the generality of the foregoing, the Contractor shall upon written request of CFX make available to CFX auditors, or upon CFX's written request for copies, provide copies at CFX's expense, any or all of the following documents:

1. Daily time sheets and superintendent's daily reports and diaries;
2. Insurance, welfare and benefits records;
3. Payroll registers;
4. Earnings records;
5. Payroll tax returns;
6. Materials invoices, purchase orders, and all Materials and supply acquisition contracts;
7. Materials cost distribution worksheets;
8. Equipment records (list of company owned, rented or other Equipment used)
9. Vendor rental agreements and subcontractor invoices;
10. Subcontractor payment certificates;
11. Canceled checks for the project, including payroll and vendors;
12. Job cost reports;
13. Job payroll ledgers;
14. General ledger, general journal, (if used) and all subsidiary ledgers and journals together with all supporting documentation pertinent to entries made in these ledgers and journals;
15. Cash disbursements journal;
16. Financial statements for all years reflecting the operations on the Project;
17. Income tax returns for all years reflecting the operations on the Project;
18. All documents which reflect the Contractor's actual profit and overhead during the years the Contract was being performed and for each of the five years prior to the commencement of the Contract;
19. All documents related to the preparation of the Contractor's bid including the final calculations on which the bid was based;
20. All documents that relate to each and every claim together with all documents which support the amount of damages as to each claim;
21. Worksheets used to prepare the claim establishing the cost components for items of the claim including, but not limited to, labor, benefits and insurance, Materials, Equipment, subcontractors, and all documents that establish which time periods and individuals were involved, and the hours and rates for such individuals.
22. Electronic Payment Transfers and like records

2.5 Unforeseeable Work

When Work is required which is not covered by a price in the Contract and such Work does not constitute a "significant change" as defined in 2.3.1, and such Work is found essential to the satisfactory completion of the Contract within its intended scope, an adjustment will be made to the Contract. The basis of payment for such adjustment will be in an amount as CFX may determine to be fair and equitable.

2.6 Right To and Use of Materials Found at the Site of the Work

2.6.1 Ownership and Disposal of Existing Materials: Except as might be stipulated or implied otherwise on the Plans or in the Specifications, all Materials which are not the property of other parties (in both roadway and structures) found on the right of way and all material in structures removed by the Contractor, shall become the property of the Contractor and shall be properly disposed of by the Contractor. Such Materials shall not include earth or other excavated material required for the construction of the Project. Materials from existing structures required to be removed and which are designated to remain the property of CFX may generally be used by the Contractor during construction. Such material shall not be cut or otherwise damaged during removal unless permission is given and shall subsequently be stored in an accessible location if so directed by CFX.

2.6.2 Ornamental Trees and Shrubs: Any ornamental trees or shrubs existing in the right-of-way (which are required to be removed for the construction operations and which are not specifically designated on the Plans to be reset or to be removed by others prior to the construction operations) shall remain the property of CFX, and shall be relocated by the Contractor as directed. The Contractor shall be fully responsible for maintaining in good condition all grass plots, trees and shrubs outside the limits of construction as shown on the Plans. Tree limbs that interfere with Equipment operation and are approved for pruning shall be neatly trimmed and the tree cut coated with tree paint.

2.7 Restoration of Right of Way

Areas outside the Project limits within CFX right of way used as a plant site shall be shaped and dressed so as not to present an objectionable appearance and grassed. The Work of grassing will not be paid for separately but will be considered incidental to the other items of Work for which payment is made. Property outside CFX's right of way that is damaged due to the activities of the Contractor shall be immediately restored, at Contractor's expense, to a condition similar or equal to that existing before such damage or injury was done by the Contractor.

Upon completion of the Work and before final acceptance and final payment will be made, the Contractor shall remove from the right of way and adjacent property all falsework, Equipment, surplus and discarded Materials, rubbish and temporary structures; shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the Work, and shall leave the roadway in a neat and presentable condition throughout the entire length of the Work under the Contract. The placing of Materials of any character, rubbish or Equipment, on abutting property, with or without the consent of the property owners, shall not constitute satisfactory disposal. However, the Contractor will be allowed to temporarily store Equipment, surplus Materials, usable forms, etc., on a well-kept site owned or leased by the Contractor, adjacent to the Project, but no discarded Equipment or Materials or rubbish shall be placed on such site.

END OF SECTION 2

SECTION 3 - CONTROL OF WORK

3.1 Plans and Working Drawings

3.1.1 Plans and Contract Documents: The Contractor will be supplied, without charge, one (1) set of Plans and Contract Documents on electronic media and one (1) hard copy set of "Approved for Construction" documents including the Plans, General Specifications, Technical Specifications and Special Provisions and addenda, if any. Copies of the FDOT Standard Specifications and Standard Plans are available from the FDOT.

3.1.2 CFX Plans: The Plans furnished by CFX consist of general drawings showing such details as are necessary to give a comprehensive idea of the construction contemplated. Roadway plans will show in general, alignment, profile grades, typical cross sections and general cross sections. Structure plans, in general, will show in detail all dimensions of the Work contemplated. When the structure plans do not show the dimensions in detail, they will show general features and such details as are necessary to give a comprehensive idea of the structure.

Grades shown are finished grades and B.M. Datum is National Geodetic Vertical Datum of 1929 (NGVD-1929), North American Vertical Datum 1988 (NAVD-1988), or other datum as noted in the Plans.

3.1.3 Alterations in the Plans: All authorized alterations affecting the requirements and information given on the approved Plans shall be in writing. No changes shall be made on any plan or drawing after its approval by CFX, except by direction of CFX.

3.1.4 Shop Drawings

3.1.4.1. Definitions:

(a) Shop Drawings include all working, shop and erection drawings, associated trade literature, calculations, schedules, manuals or similar documents submitted by the Contractor to define some portion of the Work. The type of Work includes both permanent and temporary Work.

(b) Permanent Work is the term deemed to include all the permanent structure and parts thereof required of the completed Contract.

(c) Temporary Work is the term deemed to include any temporary construction work necessary for the construction of the permanent Work. This includes falsework, formwork, scaffolding, shoring, temporary earthworks, sheeting, cofferdams, special erection Equipment and the like.

(d) Construction Affecting Public Safety applies to construction that may jeopardize public safety such as structures spanning functioning vehicular roadways, pedestrian walkways, railroads, navigation channels, navigable waterways and walls or other structure's foundations located in embankments immediately adjacent to functioning roadways. It does not apply to those areas of the site under the Contractor's control and outside the limits of normal public access.

(e) Major and unusual structures include bridges of complex geometry and/or complex design. Generally, this includes the following types of structures:

Bridges with an individual span longer than 300 feet.
Structurally continuous superstructures with spans over 150 feet.
Steel box and plate girder bridges.
Steel truss bridges.
Concrete segmental and longitudinally post-tensioned continuous girder bridges.
Cable stayed or suspension bridges.
Curved girder bridges.
Arch bridges.
Tunnels.
Movable bridges (specifically electrical and mechanical components).
Rehabilitation, widening or lengthening of any of the above.

(f) Special Erection Equipment includes launching gantries, beam and winch Equipment, form travelers, stability towers, strongbacks, erection trusses, launching noses or similar items made purposely for construction of the structure. It does not apply to commonly available proprietary construction Equipment such as cranes.

(g) Falsework includes any temporary construction Work used to support the permanent structure until it becomes self-supporting. Falsework includes steel or timber beams, girders, columns, piles and foundations and any proprietary Equipment including modular shoring frames, post shores and adjustable horizontal shoring.

(h) Formwork includes any temporary structure or mold used to retain plastic or fluid concrete in its designated shape until it hardens. Formwork comprises common materials such as wood or metal sheets, battens, soldiers and walers, ties, proprietary forming systems such as stay-in-place metal forms, and proprietary supporting bolts, hangers and brackets.

(i) Scaffolding is an elevated work platform used to support workmen, Materials and Equipment but not intended to support the structure.

(j) Shoring is a component of falsework such as horizontal, vertical or inclined support members. In this specification, this term is used interchangeably with falsework.

3.1.4.2. Work Items Requiring Shop Drawings: The requirement for submittals for certain items may be waived by other provisions of these specifications; i.e. items constructed from standard drawings or those complying with alternate details for pre-stressed members under Section 450. Precast components that are not detailed in the Plans or Standard Drawings will require approved shop drawings. The Contractor shall review the Plans and Specifications to determine the submittals required.

The following signing and lighting items are defined as structural items:

Lighting: poles, bracket arms, frangible bases and foundations.

Signing: Mounting brackets for bridge mounted signs, overhead cantilever structures, overhead truss structures, overhead sequential sign structures and multiple post sign supports, along with applicable foundations.

In general, shop drawings shall be required for:

(a) Bridge, Bulkhead and Retaining Wall Structures, cofferdams, Lighting and Signing Structural Items along with applicable foundations.

(b) Signing, Lighting, Drainage Structures and Attenuators and other nonstructural items.

(c) Building Structures.

(d) Contractor Originated Re-Design.

(e) Design and/or structural details furnished by the Contractor in compliance with the Contract, according to the sections of the Specifications pertaining to the Work, to the Plans or other Contract Documents.

(f) Special Erection Equipment.

(g) Falsework and Shoring.

Additional clarification for certain types of bridge structures is provided in 3.1.4.9.

3.1.4.3 Schedule of Submittals: The Contractor shall prepare and submit to the CEI a schedule of submittals identifying the Work for which Contractor intends to submit shop drawings, the type, approximate number of drawings or other documents and

approximate dates of anticipated submittals with due regard to processing requirements herein. The schedule of submittals shall be submitted to the CEI within 15 days of the start of the date of the Notice to Proceed, and prior to the submission of any shop drawings.

Subsequent submittals shall be coordinated with construction schedules to allow sufficient time for review, approval and re-submittal as necessary.

3.1.4.4 Style, Numbering and Material of Submittals:

3.1.4.4.1 Drawings: The Contractor shall furnish such shop drawings as may be required to complete the structure in compliance with the design shown on the Plans. Each page shall be numbered consecutively for the series and the page number shall indicate the total number in the series (e.g., 1 of 12, 2 of 12, ...12 of 12). Each shop drawing shall contain the following items as a minimum requirement: the CFX Project Number, drawing title and number, a title block showing the names of the fabricator or producer and the Contractor for which the Work is being done, the initials of the person(s) responsible for the drawing, the date on which the Work was performed, the location of the item(s) within the Project, the Contractor's approval stamp and initials and when applicable, the signature and seal of the Contractor's Florida registered Specialty Engineer. The absence of any of this minimum information may be cause for a request for a re-submittal.

3.1.4.4.2 Other Documents: Documents other than drawings, such as trade literature, catalogue information, calculations and manuals shall be original copies or clearly legible photographic or xerographic copies. The page size shall be no larger than 11 by 17 inches. Such information shall be clearly labeled and numbered and the page numbers shall indicate the total number of pages in the series (e.g., 1 of 12, 2 of 12, ... 12 of 12).

All documents shall be submitted with a Table of Contents cover sheet. The cover sheet shall list the total number of pages and appendices and shall also include the CFX Project Number, a title to reference the item(s) for which it is submitted, the name of the firm and person(s) responsible for the preparation of the document, the Contractor's approval stamp and initials and, when applicable, the signature and seal of the Contractor's Florida registered Specialty Engineer.

The calculations or manuals shall clearly outline the design criteria and shall be appropriately prepared and checked. The internal sheets shall include the complete CFX Project Number and initials of the persons responsible for preparing and checking the document.

Trade literature and catalogue information shall be clearly labeled with the title, CFX Project Number, date and name of the firm and person responsible for that document displayed on the front cover.

3.1.4.5 Submittal Paths and Copies: All submittals will be transmitted from the Contractor to the CEI. Should additional distribution be desired in order to expedite processing, contact information for additional reviewers will be provided to the Contractor. These contacts may include the Engineer of Record (EOR), General Engineering Consultant (GEC), Specialty Engineers, and/or CFX. At the preconstruction conference, CFX may notify the Contractor of any additional entities to be included in the submittal distribution.

3.1.4.5.1 Bridge, Bulkhead and Retaining Wall Structures and Lighting and Signing Structural Items with appropriate foundations: Shop drawings for pre-qualified items, excluding their corresponding foundations, are not required.

3.1.4.5.2 Signing, Lighting, Drainage Structures, Attenuators and other nonstructural items.

3.1.4.5.3 Building Structures: Each series of working, shop and erection drawings.

3.1.4.5.4 Contractor Originated Design or Redesign: The Contractor shall submit to the CEI each series of shop drawings and applicable calculations. The cover sheet of each copy of applicable calculations shall be signed and sealed by the Contractor's Specialty Engineer. The submittal and copies shall be transmitted in accordance with the requirements of 3.1.4.5.1 through 3.1.4.5.3, as appropriate.

3.1.4.5.5 Special Erection Equipment: For (a) Construction Affecting Public Safety and (b) Major or Unusual Structures: The Contractor shall submit to the CEI, each series of shop drawings and applicable calculations. Each cover sheet of each copy of applicable calculations shall be signed and sealed by the Contractor's Specialty Engineer.

3.1.4.5.6 Falsework and Shoring: For (a) Construction Affecting Public Safety and (b) Major and Unusual Structures: The Contractor shall submit to the CEI of each series of shop drawings and applicable calculations. Each cover sheet of applicable calculations shall be signed and sealed by the Contractor's Specialty Engineer.

3.1.4.5.7 Formwork: Formwork shall be in accordance with Section 400-5 of the Standard Specifications.

3.1.4.5.8 Scaffolding: The Contractor shall be responsible for the safe installation and use of all scaffolding. No submittals are required.

3.1.4.5.9 Other miscellaneous design and/or structural details furnished by the Contractor in compliance with the contract: The Contractor shall submit to the CEI each series of shop drawings and applicable calculations. Each cover sheet of each copy of applicable calculations shall be signed and sealed by the Contractor's Specialty Engineer.

3.1.4.5.10 Beam and Girder Temporary Bracing: The Contractor is solely responsible for ensuring stability of beams and girders during all handling, storage, shipping and erection. Adequately brace beams and girders to resist wind, weight of forms and other temporary loads, especially those eccentric to the vertical axis of the products, considering actual beam geometry and support conditions during all stages of erection and deck construction. Develop the required designs following the AASHTO Guide Design Specifications for Bridge Temporary Works and Construction Handbook for Bridge Temporary Works and the Contract Documents.

For Construction Affecting Public Safety, submit signed and sealed calculations for stability of all beams and girders.

3.1.4.5.11 Erection Plan: Submit, for the Engineer's review, an Erection Plan that meets the specific requirements of Sections 450, 452, 460 and this section. Refer to the Standard Plans, Index 102-600 for construction activities not permitted over traffic.

3.1.4.6 Certifications:

3.1.4.6.1 Special Erection Equipment: Prior to its use, special erection Equipment shall be personally inspected by the Specialty Engineer who shall certify to the CEI in writing that the Equipment has been fabricated in accordance with the submitted drawings and calculations. In addition, after assembly, the Specialty Engineer shall observe the Equipment in use and shall certify to the CEI in writing that it is being utilized as intended and in accordance with the submitted drawings and calculations. In each case, the Specialty Engineer shall also sign and seal the letter of certification.

3.1.4.6.2 Falsework and Shoring requiring shop drawings per 3.1.4.5.6: After its erection or installation but prior to the application of any superimposed load, the falsework shall be personally inspected by the Specialty Engineer

who shall certify to the CEI in writing that the falsework has been constructed in accordance with the Materials and details shown on the submitted drawings and calculations. The Specialty Engineer shall also sign and seal the letter of certification.

3.1.4.6.3 Formwork: For Construction Affecting Public Safety, prior to the placement of any concrete, the Contractor shall certify to the CEI in writing that formwork has been constructed to safely withstand the superimposed loads to which it will be subjected.

3.1.4.6.4 Erection: For Construction Affecting Public Safety, submit an erection plan signed and sealed by the Specialty Engineer to the Engineer at least four weeks prior to erection commencing. Include, as part of this submittal, signed and sealed calculations and details for any falsework, bracing, or other connection supporting the structural elements shown in the erection plan. Unless otherwise specified in the Contract Documents, erection plans are not required for simple span precast prestressed concrete girder bridges with spans of 170 feet or less.

At least two weeks prior to beginning erection, conduct a Pre-erection meeting to review details of the plan with the Specialty Engineer that signed and sealed the plan, and any Specialty Engineers that may inspect the work and the Engineer.

After erection of the elements, but prior to opening of the facility below the structure, ensure that a Specialty Engineer or a designee has inspected the erected member. Ensure that the Specialty Engineer has submitted a written certification to the Engineer that the structure has been erected in accordance with the signed and sealed erection plan.

For structures without temporary supports but with temporary girder bracing systems, perform, as a minimum, weekly inspections of the bracing until all the diaphragms and cross frames are in place. For structures with temporary supports, perform daily inspections until the temporary supports are no longer needed as indicated in the erection plans. Submit written documentation of the inspections to the Engineer within 24 hours of the inspection.

3.1.4.6.5 Crane Pad: For all erection plans required by Section 3 and all planned lifts with the potential to influence a MSE wall or other structure (either new, to remain, or to be removed) provide a signed and sealed evaluation of the crane pad, embankment, and MSE wall/structure stability.

3.1.4.7 Processing of Shop Drawings:

3.1.4.7.1 Contractor Responsibility for Accuracy and Coordination of Shop Drawings: The Contractor shall coordinate, schedule and control all submittals including those of its various subcontractors, suppliers and engineers to provide for an orderly and balanced distribution of the Work.

All shop drawings prepared by the Contractor or its agents (subcontractor, fabricator, supplier, etc.) shall be coordinated, reviewed, dated, stamped, approved and signed by the Contractor prior to submission to the CEI for review. The Contractor's signed approval of drawings submitted shall confirm the Contractor has verified the Work requirements, field measurements, construction criteria, sequence of assembly and erection, access and clearances, catalog numbers and other similar data. Each series of drawings shall indicate the specification section and page or drawing number of the Contract plans to which the submission applies. The Contractor shall indicate on the shop drawings all deviations from the Contract drawings and shall itemize all deviations in the letter of transmittal. Likewise, whenever a submittal does not deviate from the Contract plans, the Contractor shall also clearly state so in the transmittal letter.

The Contractor shall schedule the submission of shop drawings to allow for a 45 calendar day review period by the CEI. The review period commences upon receipt of the Contractor's submittal by the CEI as stipulated in 3.1.4.5 and terminates upon transmittal of the submittal back to the Contractor by the CEI. The Contractor shall adjust its schedules so that a 30 calendar day period is provided for each re-submittal.

It is incumbent upon the Contractor to submit shop drawings to facilitate expeditious review. Voluminous submittals of shop drawings at one time are discouraged and may result in increased review time. The submittal/re-submittal clock will start upon receipt of a valid submittal. A valid submittal shall include all the minimum requirements outlined in 3.1.4.4. CFX will not be liable to the Contractor for resulting delays, added costs and/or related damages when the actual time required for approval extends beyond the 45 day and 30 day review periods shown above.

Only CEI approvals of miscellaneous submittals and red ink stamps on shop drawings are valid and any Work performed in advance of approval will be at the Contractor's risk.

3.1.4.7.2 Scope of Review by CEI: The review of the shop drawings by the CEI shall be for conformity to the Contract requirements and intent of design and not for the adequacy of the means, methods, techniques, sequences and procedures proposed for construction. Review by the CEI does not relieve the Contractor of responsibility for dimensional accuracy to assure field fit and for conformity of the various components and details.

3.1.4.7.3 Special Review by CEI of Shop Drawings for Construction Affecting Public Safety: For Construction Affecting Public Safety, the CEI will make an independent review of all relevant shop drawings and similar documents in order to verify the safety of the intended construction and construction of the permanent Work shall not proceed until receipt of the CEI's approval. The requirement herein does not supercede the Contractor's duty and responsibility for all safety provisions, public and/or otherwise, for the Project.

3.1.4.8 Avoidance of Conflict of Interest: Neither the CEI, the Consultant nor any design engineer who participated in the design phase of the Project can be engaged by the Contractor to perform Work as the Contractor's Specialty Engineer unless expressly approved in writing by CFX.

3.1.4.9 Other Requirements for Shop Drawings for Bridges:

3.1.4.9.1 Shop Drawings for Structural Steel and Miscellaneous Metals: Shop drawings shall be furnished by the Contractor for structural steel and miscellaneous metals. Shop drawings shall consist of working, shop and erection drawings, welding procedures and other working plans, showing details, dimensions, sizes of material, and other information necessary for the complete fabrication and erection of the metal work.

3.1.4.9.2 Shop Drawings for Concrete Structures: Shop drawings shall be furnished by the Contractor for such details as may reasonably be required for the effective prosecution of the Work and which are not included in the plans furnished by CFX. These may include details of falsework, shoring, special erection Equipment, bracing, centering, formwork, masonry layout diagrams and diagrams for bending reinforcing steel in addition to any details required for concrete components for the permanent Work.

3.1.4.9.3 Shop Drawings for Major and Unusual Structures: In addition to any other requirements, no less than 60 days from the start of Work as shown in the latest CPM, the Contractor shall submit information to the CEI outlining Contractor's overall approach to the Project. Where applicable to the Project, this information shall include but need not be limited to items such as:

(1) Overall construction program for the duration of the Contract. milestone dates should be clearly shown. (For example; the need to open a structure by a certain time for traffic operations.)

(2) Overall construction sequence. The order in which individual structures are to be built, the sequence in which individual spans of girders or cantilevers are erected and the sequence in which spans are to be made continuous.

(3) The general location of any physical obstacles to construction that might impose restraints or otherwise affect the construction and an outline of how the Contractor intends to deal with such obstacles as it builds the structure(s). (For example; obstacles might include road, rail and waterway clearances, temporary diversions, transmission lines, utilities, property and the Contractor's own temporary Work such as haul roads, cofferdams, plant clearances and the like.)

(4) The approximate location of any special lifting Equipment in relation to the structure including clearances required for the operation of the Equipment. (For example; crane positions and operating radii and the like.)

(5) The approximate location of any temporary falsework and conceptual outline of any special erection Equipment. (The precise locations and details of attachments, fixing devices, loads etc. will be covered under later detailed submittals.)

(6) An outline of the handling, transportation and storage of fabricated components, such as girders or concrete segments. (Precise details will be covered under later detailed submittals).

(7) Any other information pertinent to the Contractor's proposed scheme or intentions.

The above information shall be clear and concise and shall be presented on as few drawings as possible in order to provide an overall, integrated summary of the Contractor's intentions and approach to the Project. These drawings are for information, review planning and to assess the Contractor's approach in relation to the intent of the original design. Their delivery to and receipt by the CEI shall not constitute any acceptance or approval to the proposals shown thereon. The details of such proposals shall be the subject of subsequent detailed shop drawing submittals. Variations from these overall scheme proposals shall be covered by timely revisions and re-submittals.

3.1.4.10 Corrections for Construction Errors: For Work that is constructed incorrectly or does not conform to the requirements of the Contract drawings or Specifications, the Contractor has the prerogative to submit an acceptance proposal to the CEI for review and disposition. Any such proposal will be judged both for its effect on the integrity and maintainability of the structure or component thereof and also for its effect on Contract administration.

Any proposal judged by the CEI to infringe on the structural integrity or maintainability of the structure will require a technical assessment and submittal by the Contractor's Specialty Engineer as described in 3.1.4.5.4.
The cost of carrying out all approved corrective construction measures shall be entirely at the Contractor's expense.

Notwithstanding any disposition on the compensation aspects of the defective Work, the CEI's decision on the technical merits of a proposal shall be final.

3.1.4.11 Modifications for Construction: Where the Contractor is permitted to make modifications to the permanent Work for the purposes of expediting the Contractor's chosen construction methods, Contractor shall submit its proposals to the CEI for review and approval. Proposals for modifications shall be submitted under the shop drawing process.

Minor modifications shall be limited to those items that in the opinion of the CEI do not significantly affect the quantity of measured Work nor the integrity or maintainability of the structure or its components.

Major modifications are any modifications that in the opinion of the CEI significantly affect the quantity of measured Work or the integrity or maintainability of the structure or its components. (For example, substitutions of alternative beam sizes and spacing, change of material strength or type, and the like.)

The CEI's decision on the delineation between a minor and a major modification and disposition on a proposal shall be final.

3.1.4.12 Cost of Shop Drawings: The Contract Prices shall include the cost of furnishing shop and working drawings and the Contractor will be allowed no extra compensation for such drawings.

3.2 Coordination of Plans and Specifications

The Plans, Specifications and all supplementary documents are integral parts of the Contract and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete Work. In addition to the Work and Materials specifically identified as being included in any specific pay item, additional incidental Work not specifically mentioned will be included in such pay item when shown in the Plans or if indicated or obvious and apparent as being necessary for proper completion of the Work.

In case of discrepancy, the governing order of the documents shall be as follows:

1. The Contract,
2. The Memorandum of Agreement,
3. The Addenda (if any), modifying the General Specifications, Technical Specifications, Special Provisions, Technical Special Provisions (if any), Plans or other Contract Documents,
4. The Plans,
5. The Special Provisions,
6. The Technical Special Provisions (if any),
7. The Technical Specifications,
8. The General Specifications,
9. The Standard Specifications,
10. The Standard Plans, and
11. The Proposal.

Computed dimensions shall govern over scaled dimensions.

3.3 Conformity of Work with Plans

All Work performed, and all Materials furnished shall be in reasonably close conformity with the lines, grades, cross sections, dimensions and material requirements, including tolerances, shown on the Plans or indicated in the Specifications.

In the event CFX finds that the Materials or the finished product in which the Materials are used are not within reasonable close conformity with the Plans and Specifications, but that reasonably acceptable Work has been produced, CFX will make a determination if the Work will be accepted and remain in place. In this event, CFX will document the basis of acceptance by Contract modification which will provide for an appropriate adjustment in the Contract price for such Work or Materials as CFX deems necessary to conform to CFX's determination based on engineering judgment.

In the event CFX finds that the Materials or the finished product in which the Materials are used, or the Work performed are not in reasonable close conformity with the Plans and Specifications and have resulted in an inferior or unsatisfactory product, the Work or Materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor.

For base and surface courses, the finished grade may vary as much as 0.1 foot from the grade shown on the Plans, provided that all template and straightedge requirements are met and that suitable transitions are affected.

3.3.1 As-Built Drawings: During the entire construction operation, both the CEI and the Contractor shall maintain independent, separate records of all deviations from the plans and specifications including Requests for Information (RFI), field directives, sketches, etc. The Contractor shall submit a draft of the as-built drawings, including all deviations, to the CEI no less than once every two months for review. A minimum submittal would be a pdf with all changes in red, accurately plotted. The Contractor's as-built drawings shall be reviewed regularly throughout the course of the project by the CEI. The Contractor's final as-built drawing submittal shall also include cross-sections, prepared by a registered surveyor, of all retention ponds in the Project limits. The Contractor's final as-built drawings shall be submitted within 15 days of the Project acceptance or termination of Work.

3.4 Pre-Award Meeting

The Plans and Specifications will be reviewed in a joint pre-award meeting between the Contractor's key personnel and CFX representatives. The purpose of the meeting will be to address all questions or differences in interpretations of the documents and to provide clarifications. The meeting will also provide the opportunity for the Contractor to disclose advantages that may have been gained through a strict and literal interpretation of the bid documents. If the Contractor suspects or believes, based on its prior experience, or on the overall specifications, that a literal interpretation of one or more specifications may not reflect CFX's intentions or desires, the Contractor shall disclose such belief at this meeting. CFX will make a determination as to whether or not any adjustments to the Plans, Specifications and/or bid price are appropriate and desired and will make such corrections and interpretations as CFX deems necessary to reflect the intent of the Plans and Specifications.

A Memorandum of Agreement will be prepared by CFX summarizing the results of the meeting. Except as noted in the Memorandum of Agreement, the Contractor shall certify there are no known errors or omissions in the Plans, Specifications and other Contract Documents before the Contract is executed. The memorandum will be signed by CFX and a representative of the Contractor authorized to act on behalf of the Contractor and will be made a part of the Contract Documents.

Notwithstanding that the pre-award meeting is mandatory as to the Contractor, and notwithstanding that the items to be agreed upon at the pre-award meeting shall become terms of the ultimate Contract, the Contractor expressly acknowledges and agrees that all of the essential terms of the ultimate Contract are contained in the Bid and Bidding Documents, and all issues addressed at the pre-award meeting are deemed non-essential to the existence of the Contract, unless (i) it is discovered that the Contractor misrepresented any item of the Bid, or (ii) CFX determines that the Bid does not conform to the specifications of the Bidding Documents.

3.5 Orders and Instructions

The supervision of the execution of the Contract is vested wholly in the Contractor. The orders, instructions, directions or requests of CFX may come directly from CFX or may be given through CFX's designated representative. The Contractor shall designate a representative to receive such instructions, directions or requests and failing to do so, will be held responsible for the execution of them.

CFX will have the right to suspend the Work wholly or in part for such period or periods as may be deemed necessary due to failure on the part of the Contractor to carry out orders given to perform any or all provisions of the Contract. The Contractor shall not suspend the Work and shall not remove any Equipment, tools, lumber or other Materials without the written permission of CFX.

3.5.1 Observation of the Work: CFX will have free access to the Materials and the Work at all times for measuring or observing the same, and the Contractor shall afford either or both all necessary facilities and assistance for so doing.

After written authorization to proceed with the Work, CFX or its designated representative will:

3.5.1.1 Make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine in general if the Work is proceeding in accordance with the Plans and Specifications. CFX will not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work, will not be responsible for the construction means, methods, procedures, techniques and will not be responsible for the Contractor's failure to perform the construction Work in accordance with the Plans and Specifications. CFX will not be responsible for safety precautions and procedures concerning the Work. During such visits and based on on-site observations, CFX may disapprove Work as failing to conform to the Plans and Specifications.

3.5.1.2 Check and approve samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of Materials and Equipment and other data which the Contractor is required to submit, only for conformance with the design concept of the Project and compliance with the information given by the Plans and Specifications.

3.5.1.3 Conduct, in company with the Contractor, a final inspection of the Project for conformance with the design concept of the Project and compliance with the information given by the Plans and Specifications.

3.5.1.4 Prepare final record drawings.

3.5.2 Examination of the Work: The authority and duties of the CEI, if one is so designated by CFX, are limited to examining the material furnished, observing the Work done and reporting its findings to CFX. Neither CFX nor the CEI underwrites, guarantees or ensures the Work done by the Contractor. It is the Contractor's responsibility to perform the Work in all details in accordance with the Plans and Specifications. Failure by any representative of CFX engaged in on-the-site observation to discover defects or deficiencies in the Work of the Contractor shall never, under any circumstances, relieve the Contractor from the Contractor's liability therefore.

The CEI will have no authority to permit deviation from or to modify any of the provisions of the Plans or Specifications without the written permission or instruction of CFX or to delay the Contractor by failure to observe the Materials and Work with reasonable promptness.

The CEI will not have authority to supervise, direct, expedite or otherwise control the Contractor's means, methods, techniques or sequences of construction. The CEI may only advise the Contractor when it appears that the Work and/or Materials do not conform to the requirements of the Contract Documents.

The payment of any compensation, irrespective of its character or form or the giving of any gratuity, or the granting of any valuable favor, directly or indirectly, by the

Contractor to any project representative is strictly prohibited, and any such act on the part of the Contractor will constitute a violation of the Contract.

If the Plans, Specifications, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested or approved by someone other than the Contractor, the Contractor shall give CFX timely notice of readiness therefore. The Contractor shall furnish CFX the required certificates of inspection, testing or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Materials, and/or the American Association of State Highway and Transportation Officials, such other applicable organizations as may be required by law, or the Plans and Specifications. If any such Work required so to be inspected, tested or approved is covered without written approval of CFX, it must, if requested by CFX, be uncovered for observation at the Contractor's expense. The cost of all such inspections, tests and approvals shall be borne by the Contractor unless otherwise provided.

3.5.3 Communications: Prior to the start of the Work, CFX will advise the Contractor as to how communications between CFX and Contractor will be handled. Thereafter, whenever reference is made to required communication between the Contractor and CFX, such communication, to be given consideration, must be addressed in accordance with the approved procedure.

3.6 Engineering and Layout

3.6.1 Control Points Furnished by CFX

CFX will provide control points and benchmarks as identified in the Plans along the line of the Project to facilitate the proper layout of the Work. A walk-through of the Project by the Consultant's surveyor will be provided to the Contractor to facilitate field location of these points. The Contractor shall preserve all reference points and benchmarks furnished by CFX.

As an exception to the above, if the Plans do not show a centerline or other survey control line for construction of the Work (e.g., resurfacing, safety modifications, etc.) CFX will provide only points marking the beginning and ending of the Project and all exceptions.

3.6.2 Furnishing of Stake Material

The Contractor shall furnish all stakes, templates and other Materials necessary to establish and maintain the lines and grades necessary for control and construction of the Work.

3.6.3 Layout of Work

Using the control points furnished by CFX in accordance with 3.6.1 above, the Contractor shall establish all horizontal and vertical controls necessary to construct the Work in conformance with the Plans and Specifications. The horizontal and vertical controls shall include performing all calculations required and setting all stakes needed such as grade stakes, offset stakes, reference point stakes, slope stakes and other reference points or marks necessary to provide lines and grades for construction of all roadway, bridge and miscellaneous items. The Contractor shall also establish all horizontal and vertical controls necessary to perform utility construction required to be performed by the Contractor. The Contractor shall maintain and protect the required station identification stakes in their correct and appropriate locations. Failure to comply with this provision will result in the withholding of the Contractor's partial payments.

The Contractor shall provide CFX with survey assistance for subsoil excavation quantities and other Project quantities as required by CFX.

3.6.4 Specific Staking Requirements

In circumstances involving new base construction, the Contractor shall set stakes to establish lines and grades for subgrade base, curb and related items at intervals along the line of Work no greater than 50 feet on tangents and 25 feet on curves. Grade stakes shall be set at locations directed by the CEI to facilitate checking of subgrade, base and pavement elevations in crossovers, intersections and irregular shaped areas. If Automated Machine Guidance (AMG) is utilized, set stakes as needed to document quantities. Use of AMG will require an approved Work Plan that describes portions of Work performed with AMG, system components including software, prior experience using this AMG system, site calibration procedures, and quality control procedures. Provide a man rover and a digital model for CEI verification.

For bridge construction stakes and other controls, the Contractor shall set references at intervals sufficient to assure that all components of the structure are constructed in accordance with the lines and grades shown on the Plans.

If the Plans do not show a centerline or other survey control line for construction of the Work (e.g., resurfacing, safety modifications, etc.), only such stakes as are necessary for horizontal and vertical control of Work items will be required.

For resurfacing and resurfacing/widening Work, the Contractor shall establish horizontal controls adequate to assure that the asphalt mix added coincides with the existing pavement. In tangent sections, horizontal control points shall be set at 100-foot intervals by an instrument survey. In curve sections, horizontal control points shall be set at 25-foot intervals by locating and referencing the centerline of the existing pavement.

The Contractor shall establish, by an instrument survey, and mark on the surface of the finished pavement at 25-foot intervals, points necessary for striping of the finished roadway. For resurfacing and resurfacing/widening Work these points shall be established in the same manner as for horizontal control of paving operations. Marks shall be made in white paint. If striping is included in the Work to be done by the Contractor an alternate method of layout of striping may be approved by the CEI provided that the alignment achieved is equal to or better than that which would be achieved using an instrument survey.

A station identification stake shall be set at each right of way line at 100-foot intervals and at all locations where a change in right of way width occurs. Each stake shall be marked with painted numerals of sufficient size to be readable from the roadway and corresponding to the Project station at which it is located. Where Plans do not show right of way lines, station identification stakes shall be set at locations and intervals appropriate to the type of Work being done. For resurfacing and resurfacing/widening Work, station identification stakes shall be set at 200-foot intervals.

3.6.5 Personnel, Equipment, and Record Requirements

The Contractor shall employ only competent personnel and use only suitable equipment in performing layout Work. The Contractor shall not engage the services of any person or persons in the employ of CFX for performance of layout Work.

Adequate field notes and records shall be kept as layout Work is accomplished. These field notes and records shall be available for review by the CEI as the Work progresses and copies shall be furnished to the CEI at the time of completion of the Project. Any review of the Contractor's field notes or layout Work by CFX and the acceptance of all or any part thereof, shall not relieve the Contractor of responsibility to achieve the lines, grades, and dimensions shown in the plans and indicated in the specifications.

Prior to final acceptance of the Project, the Contractor shall mark in a permanent manner on the surface of the completed Work all horizontal control points originally furnished by CFX.

3.6.6 Global Navigation Satellite Systems (GNSS) Work Plan

If used, submit a comprehensive written GNSS Work Plan to the Engineer for review and acceptance at the preconstruction conference or at least 30 days before starting work using GNSS. Update the plan as necessary during construction and notify CFX of all changes. The GNSS Work Plan shall describe how GNSS enabled Automated Machine Guidance technology will be integrated into other technologies employed on the project. At a minimum, the GNSS Work Plan will include the following:

1. Designate which portions of the Contract will be done using GNSS enabled Automated Machine Guidance and which portions will be constructed using conventional survey methodology.

2. Describe the manufacturer, model, and software version of the GNSS equipment.

3. Provide information on the qualifications of Contractor staff. Include formal training and field experience. Designate a single staff person as the primary contact for GNSS technology issues.

4. Describe how project control will be established. Include a list and map showing control points enveloping the site.

5. Describe site calibration procedures. Include a map of the control points used for site calibration and control points used to validate the site calibration. Describe the frequency of site calibration and how site calibration will be documented. At a minimum, verify the site calibration twice daily.

6. Describe the Contractor's quality control procedures for verifying mechanical calibration and maintenance of construction and guidance equipment. Include the frequency and type of verification performed to ensure the constructed grades conform to the Contract Documents.

Keep on site and provide upon request, a copy of the project’s most up-to-date GNSS Work Plan at the project site.

3.6.7 Payment

The cost of performing the layout Work as described above shall be included in the Contract unit prices for the various items of Work to which it is incidental.

3.7 Contractor's Supervision

3.7.1 Prosecution of Work

The Contractor shall give the Work the attention necessary to assure the scheduled progress is maintained. The Contractor shall cooperate with CFX and other contractors at Work in the vicinity of the Project.

3.7.2 Contractor's Superintendent

The Contractor shall have a competent superintendent on the Project at all times with the ability to speak and understand the English language. The superintendent shall be thoroughly experienced in the type of Work being performed and shall have full authority to execute the orders or directions of the CEI and to promptly supply or have supplied, any Materials, tools, equipment, labor and incidentals which may be required. The superintendent shall be provided regardless of the amount of Work sublet.

Prior to commencement of Work on the Project, the Contractor shall provide CFX with a written list of supervisory personnel that will be assigned to the Project. The Contractor shall not replace any of the listed personnel without written notice to CFX except under extraordinary circumstances. The Contractor shall not assign any supervisory personnel to the Project, whether initially or as a substitute, against whom CFX may have reasonable objection. CFX's acceptance of any supervisory personnel may be revoked based on reasonable objection after due investigation, in which case the Contractor shall submit an acceptable substitute. No acceptance by CFX of any such supervisory personnel shall constitute a waiver of any right of CFX to reject defective Work. The foregoing requirement shall also extend to Subcontractor's supervisory personnel.

3.7.3 Supervision for Emergencies

The Contractor shall have a responsible person available at or reasonably near the Work site on a 24-hour basis, 7 days per week. This individual shall be designated as the Contractor's contact in emergencies and in cases where immediate action must be taken to maintain traffic or to handle any other problem that might arise. The contact person shall have the ability to speak and understand the English language.

The Contractor shall submit the phone numbers and names of personnel designated to be contacted in cases of emergency, along with a description of the project location, to CFX's Troop Master Sergeant of the Florida Highway Patrol and other local law enforcement agencies. A copy of these submittals shall also be provided to

the CEI as part of the Contractor's Maintenance of Traffic Plan. Approval of the Maintenance of Traffic Plan will be withheld until these submittals are provided.

3.7.4 Worksite Traffic Supervisor

The Contractor shall have a Worksite Traffic Supervisor who shall be responsible for initiating, installing and maintaining all traffic control devices required for maintenance of traffic. The Worksite Traffic Supervisor shall have at least 1 year of experience directly related to worksite traffic control in a supervisory or responsible capacity and shall be certified by the American Traffic Safety Services Association under its Worksite Traffic Supervisor Certification Program, or an FDOT-approved advanced training Provider. Approved advanced training Providers will be posted on the FDOT's web site at the following URL address: http://www.motadmin.com/find-a-training-provider.aspx

The Worksite Traffic Supervisor shall be available on a 24-hour per day basis and shall be present to direct the initial setup of the traffic control plan. The Worksite Traffic Supervisor shall review the Project daily, be involved in all changes to traffic control and have access to all equipment and Materials needed to maintain traffic control and handle traffic related situations.

The Worksite Traffic Supervisor shall ensure that safety deficiencies are corrected immediately. In no case shall minor deficiencies, which are not immediate safety hazards, remain uncorrected for more than 24 hours. The Worksite Traffic Supervisor shall be available on the site within 45 minutes after notification of an emergency and be prepared to positively respond to repair the Work zone traffic control or to provide alternate traffic arrangements.

Failure by the Contractor to maintain a designated Worksite Traffic Supervisor may result in temporary suspension by CFX of all activities except traffic and erosion control and other activities deemed necessary for Project maintenance and safety.

3.8 General Inspection Requirements

3.8.1 Cooperation by Contractor

The Contractor shall provide CFX with every reasonable facility for ascertaining whether the Work performed and Materials used are in accordance with the requirements and intent of the Plans and Specifications. If CFX so requests, the Contractor shall, at any time before final acceptance of the Work, remove or uncover such portions of the finished Work as may be directed. After examination, the Contractor shall restore the uncovered portions of the Work to the standard required by the Specifications. If the exposed or examined Work is determined to be unacceptable, the cost of uncovering and/or removal and replacement of the covering

or making good of the parts removed, shall be at the Contractor's expense. The Contractor shall revise and upgrade both construction and testing procedures to prevent a recurrence of the conditions that contributed to the unacceptable Work. If the exposed or examined Work is determined to be acceptable, the cost of uncovering and/or removal and replacement of the covering or making good of the parts removed, shall be paid for as unforeseeable Work.

The Contractor shall give the CEI 24 hours advance notice whenever the Contractor intends to perform Work during other than normal daylight hours. On such occasions, the Contractor's supervisor and sufficient workmen shall be present to undertake the Work in a satisfactory manner. No additional compensation will be made to the Contractor for Work performed during such off periods.

The Contractor shall notify the CEI in writing prior to beginning pumping or dewatering activity in any new location on the project or the resumption of pumping after an interruption in any location. Pumping and discharge activities shall be discussed at each weekly progress meeting. Contractor will satisfy permit requirements at any pumping or dewatering activity.

3.8.2 Failure of CFX to Reject Work During Construction

If CFX should fail to reject defective Work or Materials, whether from lack of discovery of such defect or for any other reason, such failure to reject will not prevent CFX from subsequently rejecting defective Work when such defective Work is discovered or obligate CFX to final acceptance of the defective Work. The Contractor shall make no claim for losses suffered due to any necessary removals or repairs of such defects.

3.8.3 Failure to Remove and Renew Defective Materials and Work

If, within the time frame indicated in writing from CFX, the Contractor fails or refuses to remove and renew any defective Materials used or Work performed or fails or refuses to make necessary repairs in an acceptable manner, CFX shall have the right to repair or replace or have repaired or replaced, the unacceptable or defective Materials or Work. All costs incurred by CFX for repairs or replacements shall be paid for from moneys due, or which may become due, the Contractor, or may be charged against the Contractor's Public Construction Bond.

Continued failure or refusal by the Contractor to make necessary repairs promptly, fully and in an acceptable manner shall be sufficient cause for CFX, at its sole discretion and option, to perform the Work with its own forces or to contract with any individual, firm or corporation to perform the Work. Costs incurred by CFX shall be paid for from moneys due or which may become due the Contractor or may be charged against the Contractor's Public Construction Bond.

3.9 Final Inspection and Acceptance

3.9.1 Maintenance Until Final Acceptance

Until final acceptance by CFX, the Work shall be under the charge and custody of the Contractor. The Contractor shall take every necessary precaution against injury or damage to the Work by the action of the elements or from any other cause whatsoever arising either from the execution or non-execution of the Work and shall rebuild, repair, restore and make good, without additional compensation, all injury or damage to any portion of the Work including extensive or catastrophic damages.

The Contractor shall provide, at Contractor's expense, all temporary electrical power and lighting necessary for Contractor's operations under the Contract.

On new alignments, the Contractor shall be responsible for all electric bills until Final Acceptance of the project or until such time as CFX takes beneficial use of the alignment or portion thereof, whichever occurs first. Once installed, the roadway lighting shall remain in use and be maintained by the Contractor until Final Acceptance. The Contractor shall be responsible for payment of the electric bills until Final Acceptance at which time payment will be the responsibility of CFX.

3.9.2 Inspection for Substantial Completion

Prior to the inspection for Substantial Completion, the CEI may provide the Contractor with various deficiency lists. These lists are intended to assist the Contractor in preparing for Substantial Completion and are not to be considered as the Punch List discussed in Section 3.9.3.

Contractor shall submit a written request for semi-final inspection to the CEI a minimum of 14 days prior to the target Substantial Completion date and allow up to 14 days following any request for semi-final inspection for the CEI to perform the inspection and develop the Punch List in accordance with Section 3.9.3.

If any pay item Work is determined to be incomplete by the CEI during the semi-final inspection, in whole or in part, the CEI will give the Contractor a deficiency list of outstanding items required to be addressed. Upon satisfactory completion of the outstanding items, the Contractor shall notify the CEI and request another inspection for Substantial Completion.

If, at the semi-final inspection, it is determined that all pay item Work has been installed and the conditions of Substantial Completion have been met as defined in Section 1.3, written notification of Substantial Completion, including a Punch List, will be furnished by the CEI. The Punch List will meet the requirements of Section 3.9.3.

If all construction provided for and contemplated by the Contract is deemed complete and acceptable to the CEI at the semi-final inspection, such inspection shall constitute the final inspection in accordance with Section 3.9.4.

3.9.3 Punch List

3.9.3.1 Review, Development, and Delivery Timelines: The CEI will develop and furnish a Punch List to the Contractor upon issuance of written notice of Substantial Completion. The Punch List will include an estimated cost to complete each listed item, including without limitation the deliverables listed in Section 7.9. The estimated cost to complete items on the Punch List will be determined solely by the CEI. If the Punch List is not furnished upon issuance of Substantial Completion, Contract time will be adjusted by the number of days it is provided beyond the Substantial Completion date, pursuant to Section 6.7.3.1 and the applicable timeframes provided in Section 218.735(7), Florida Statutes.

3.9.3.2 Release of Retainage: Upon issuance of the Punch List, the CEI will process an interim estimate to pay the remaining balance of completed Work, including any retainage withheld by CFX, less an amount equal to 150% of the estimated cost to complete all items on the Punch List. The following notwithstanding:

A. CFX shall not be required to pay or release any amounts that are subject to good faith dispute made in writing pursuant to the Contract or that is the subject of a claim brought pursuant to Section 255.05, Florida Statutes, the amount for which CFX may hold in addition to 150% of the estimated cost to complete the items on the Punch List.

B. Warranty work and items not included on the Punch List cannot be used as a basis to withhold final payment for retainage.

C. Any failure to include any corrective work or pending items not yet completed on the Punch List shall not alter the responsibility of the Contractor to complete all the construction services purchased pursuant to this Contract. Additionally, all items that require correction under this Contract that are identified after the preparation and delivery of the Punch List remain the obligation of the Contractor as otherwise provided for in this Contract.

D. The estimated costs on the Punch List shall not in any manner be construed as increasing the Contract Price or adding any additional payment obligation on CFX. Instead, such estimated costs shall be used only for the purpose of calculating the amount of payment that CFX may continue to hold as retainage prior to the Contractor's completion of the items on the Punch List in accordance with applicable Florida law.

E. Upon completion of all items on the Punch List, payment for all remaining withholdings and retainage will be made in accordance with Section 7.9. If a good faith dispute exists as to whether one or more items identified on the Punch List have been completed pursuant to the Contract, CFX may continue to withhold up to 150% of the total costs to complete such items.

3.9.4 Final Inspection

When all items on the Punch List have been addressed, submit a written request for final inspection to the CEI. The final inspection will be made within seven days of such request. If any Punch List items are determined to be incomplete by the CEI during the final inspection, the CEI will detail the outstanding items required to achieve acceptance. Correct any outstanding items until the CEI accepts all Work.

3.9.5 Final Acceptance

When the entire Work of the Project contemplated by the Contract has been completed acceptably, as determined by the CEI, the Contractor will be given a written notice of final acceptance.

3.9.6 Recovery Rights Subsequent to Final Payment

CFX reserves the right for a period of 60 months following Final Acceptance, if CFX or its agents discovers an error in the partial or final estimates, or discovers that the Contractor performed defective Work or used defective materials, after the final payment has been made, to claim and recover from the Contractor or Contractor's surety, or both, by process of law, such sums as may be sufficient to correct the error or make good the defects in the Work and materials.

3.10 Audit and Examination of Contract Records and Bid Records

CFX reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Bid Records (as herein defined) of the Contractor or any subcontractor. By submitting a Bid, the Contractor or any first or second tier subcontractor submits to and agrees to comply with the provisions of this Article. In addition, the Contractor shall be entitled to enter into subcontracts with proper CFX approval provided that all subcontracts shall include the same or similar terms as are in this Contract with respect to subcontractors, providing CFX with equal or greater protections than herein.

If CFX requests access to (or review and copy of) any Contract Records or Bid Records and the Contractor refuses such access or review, the Contractor shall be in default under its Contract with CFX. Such refusal shall, without any other or additional actions, constitute

grounds for disqualification of the Contractor. This provision shall not be limited in any manner by the existence of any Contractor claims or pending disputes resolution or arbitration relating to the Contract. Disqualification or suspension of the Contractor for failure to comply with this section shall also preclude the Contractor from acting in the future as a subcontractor of another contractor doing work for CFX during the period of disqualification.

Disqualification shall mean the Contractor is not eligible for and shall be precluded from continuing current Work or doing future work for CFX until reinstated by CFX.

The Contractor shall preserve all Bid Records and Contract Records for the entire term of the Contract and for a period of three years after the later of: (i) final acceptance of the Project by CFX or (ii) until all claims (if any) regarding the Contract are resolved.

Contract Records shall include but not be limited to, all information, letters, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes, agreements, supporting documents, any other papers or preserved data related to the Contract or the Contractor's performance of the Contract determined necessary by CFX for any purpose. Bid Records shall include but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by the Contractor in determining labor, unit price, or any other component of a bid submitted to CFX. Bid Records shall also include but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subcontractors, truckers or material suppliers, profit contingencies and any manuals standard in the industry that may be used by the Contractor in determining its bid. These manuals shall be included in the Bid Records by reference and shall show the name and date of the publication and the publisher.

As a condition precedent to Contractor initially filing (and thereafter processing) any claim with CFX for additional compensation, damages, costs, time extensions or other matters in the nature of a Supplemental Agreement or which will have monetary consequences to CFX, Contractor shall (before and after filing a claim) fully comply with CFX's request to audit or examine the Contractor's Contract Records or Bid Records. Non-compliance shall be the basis for and result in dispute resolution being abated or the claim being dismissed until compliance occurs. Re-filing of the claim (and removal of disqualification) shall not occur unless the Contractor also reimburses CFX for costs and attorney's fees incurred in connection with the audit request and disqualification.

The purpose of this provision and requirement is to assure that CFX has full information with respect to any Contractor claims so as to expedite dispute resolution, processing and satisfying bona fide claims.

3.11 Escrow of Bid Records

Prior to the Contract becoming binding on CFX, the following procedure shall have been timely implemented to secure the Contractor's Bid Records to the satisfaction of CFX:

1. The Contractor, in the company of the CEI, shall rent a safe deposit box, at a bank in Orange, Seminole, Osceola, Lake or Brevard County, of adequate size to hold the original or a legible copy of the Bid Records used by the Contractor and all subcontractors to prepare its bid. The Bid Records, enclosed in a separate sealed container or containers, shall be deposited in the box at that time. The container(s) shall be clearly marked "Bid Records" with the face of the container(s) showing the Contractor's name, address, date of submittal and Project number.

2. Only the Contractor's representative(s) shall sign the signature card required by the bank to allow subsequent access to the box. The Contractor shall request a maximum of two keys to the box which shall be given to the CEI. The CEI will tag the keys, in the presence of the Contractor, with the name of the Contractor, the Project number, the name and location of the bank and the box number.

3. At the time the Bid Records are secured in the safe deposit box, the Contractor shall submit to the CEI an affidavit, signed under oath by the Contractor, listing each Bid Record submitted by author, date, nature and subject matter. By executing this affidavit, the Contractor waives the right to use, directly or indirectly, any Bid Record, other than the Bid Records placed in escrow in the sealed container(s), in any dispute arising out of the Contract. Failure by the Contractor to provide the affidavit will be sufficient cause for CFX to nullify the award of the Contract to the Contractor. The Contractor's Proposal Bond shall be forfeited, and the full amount of the bond shall be paid to CFX as stipulated for liquidated damages.

4. The CEI will transport the keys to CFX's office where the Director of Construction or his authorized representative will sign a receipt acknowledging acceptance of the keys on behalf of CFX. A copy of the receipt will be transmitted to the Contractor.

The keys will be stored in a secure location in CFX's office until such time as any of the following occurs: (i) the Contractor requests that the Bid Records be released to CFX in support of a claim by the Contractor for an adjustment in time or money under Article 2.4 of these General Specifications; (ii) the Contractor requests that the Bid Records be released to CFX as a result of the Contractor initiating arbitration against CFX; (iii) the Contractor requests that the Bid Records be released to CFX for any other reason; or (iv) the Contract

has been satisfactorily completed and the Project accepted by CFX, in writing, and the Contractor has executed a binding release of all claims and potential causes of action related to the Contract. Under any of these circumstances, the CEI will obtain the keys from CFX's office and, in the company of the Contractor's representative authorized by the bank signature card to access the safe deposit box, retrieve the Bid Records. The records will be transmitted by the CEI to the party requesting the release.

If the records are being returned as a result of acceptance of the Project by CFX, the Contractor shall sign a receipt acknowledging that the sealed container(s) has/have been returned to the Contractor unopened.

If the Bid Records are opened for any reason, CFX reserves the right to reveal the contents of the records to consultants, experts and legal counsel retained by CFX to assist with claims evaluation and arbitration preparation. Confidentiality of the Bid Records will be protected by CFX insofar as such protection does not conflict with the requirements of the Florida Public Records Act and Florida Sunshine laws.

All costs and fees associated with the rental and maintenance of the safe deposit box shall be paid by the Contractor.

3.12 Prevailing Party Attorney's Fees

If any dispute regarding Contractor claims arising hereunder or relating to the Contract (and the Contractor's Work hereunder) results in binding arbitration, the prevailing party in such arbitration shall be entitled to recover reasonable attorney's fees and costs including costs and expenses of expert witnesses.

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

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

The term "contested claim" or "claims" shall mean the initial written claim(s) submitted to CFX by the Contractor (disputed by CFX) which have not otherwise been resolved prior to the initiation of binding arbitration. Contractor claims or portions thereof which CFX agreed to pay or offered to pay, in writing, prior to initiation of arbitration shall not be deemed contested claims for purposes of this provision. If the Contractor submits a modified, amended or substituted claim after its original claim and such modified, amended or substituted claim(s) is for an amount greater than the prior claim(s), the higher amount shall be the claim(s) for purposes of determining whether the award is at least eighty percent (80%) of the Contractor's claim(s).

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

The term "costs" shall include any and all costs incurred, including without limitation consultant fees, expert witness fees, court reporter costs, photocopy costs, telephone charges and travel expenses, whether or not such costs are provided by statute or contained in the State-Wide Guidelines.

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

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

END OF SECTION 3

SECTION 4 - CONTROL OF MATERIALS

4.1 Acceptance Criteria

4.1.1 General: Acceptance of materials is based on the following criteria. All requirements may not apply to all materials. Use only materials in the work that meet the requirements of these Specifications. The CEI may inspect and test any material, at points of production, distribution and use.

4.1.2 Sampling and Testing: Use the CFX current sample identification and tracking system to provide related information and attach the information to each sample.

Restore immediately any site from which material has been removed for sampling purposes to the pre-sampled condition with materials and construction methods used in the initial construction, at no additional cost to CFX.

Ensure when a material is delivered to the location as described in the Contract Documents, there is enough material delivered to take samples, at no expense to CFX.

4.1.2.1 Pretest by Manufacturers: Submit certified manufacturer's test results to the CEI for qualification and use on CFX projects. Testing will be as specified in the Contract Documents. CFX may require that manufacturers submit samples of materials for independent verification purposes.

4.1.2.2 Point of Production Test: Test the material during production as specified in the Contract Documents.

4.1.2.3 Point of Distribution Test: Test the material at distribution facilities as specified in the Contract Documents.

4.1.2.4 Point of Use Test: Test the material immediately following placement as specified in the Specifications. After delivery to the project, CFX may require the retesting of materials that have been tested and accepted at the source of supply, or may require the testing of materials that are to be accepted by Producer Certification. CFX may reject all materials that, when retested, do not meet the requirements of these Specifications.

4.1.3 Certification:

4.1.3.1 Approved Products List: An Approved Products List (APL) is published and maintained by the FDOT and may be referenced in the Plans and Specifications. The items on the list have basic approval and are generally acceptable to CFX. However, the Contractor is advised that products on the APL are still subject to final approval and acceptance by CFX. The Contractor shall make no claim for additional compensation or extension of Contract time to replace an item on the APL that is rejected by CFX subsequent to execution of the Contract.

4.1.3.2 Contractor Installation Certification: Provide installation certifications as required by the Contract Documents.

4.1.3.3 Manufacturer Material Certification: Submit material certifications for all materials to the Engineer for approval when required by the Specifications. Materials will not be considered for payment when not accompanied by a material certification. Sample material certification forms are available on the Department's website at the following URL: https://www.fdot.gov/materials/administration/resources/library/publications/certifications/sampleforms.shtm. Ensure that the material certification follows the format of the sample form, is submitted on the manufacturer's letterhead and is signed by a legally responsible person employed by the manufacturer.

4.1.4 Warranty and Guaranty: CFX may require the Contractor to warrant and guaranty that certain Materials used in the construction of the Project meet all specification requirements for a specified time period. Warranty and guaranty requirements are specified in the appropriate Specifications sections governing the Materials.

4.2 Designation of a Specific Product as a Criterion ("Or Equal" Clause)

Reference in the Plans or Specifications to any proprietary article, device, product, material or fixture or any form or type of construction, by name, make or catalog number, with or without the words "or equal", shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may use any article, device, product, material or fixture or any form or type of construction, which in the sole opinion of CFX (expressed in writing) is equal, for the purpose intended, to that named and compatible with existing equipment.

4.3 Source of Supply and Quality Requirements

4.3.1 Only Approved Materials to be Used: Only Materials conforming to the requirements of the Specifications, holding a current approval for manufacturing and/or fabrication by the FDOT and approved by CFX shall be used in the Work. Any Materials

proposed for use by the Contractor may be inspected or tested by CFX at any time during preparation or use. No material shall be used in the Work that becomes unfit after approval. Materials containing asbestos will not be allowed.

4.3.2 Notification of Placing Order: The Contractor shall notify the CEI at least 15 days prior to ordering Materials to allow CFX time for sampling and testing.

4.3.2.1 Notification of Quality Assurance Inspection Arrangements for Fabrication of Critical Items: To facilitate quality assurance inspection of critical items, the Contractor shall submit a fabrication schedule for all items requiring commercial inspection. The fabrication schedule shall be submitted to the CEI before or at the pre-construction conference. Fabrication of critical items include, but is not limited to, steel bridge components, overhead cantilevered sign supports with cantilevered arms exceeding 45 feet, movable bridge components or any other item identified as a critical item in the Plans or Specifications.

4.3.3 Approval of Source of Supply: The source of supply for material proposed for use shall be submitted by the Contractor to the CEI for approval. Delivery of material shall not begin until approval of the CEI is received.

Representative preliminary samples of the character and quantity prescribed shall be submitted by the Contractor for examination and testing. If, after trial, the source of supply does not furnish a uniform product or if the product from any source proves unacceptable at any time, the Contractor shall furnish material from other approved sources.

The production of mineral aggregates shall be under a Producer Quality Control Program approved by the FDOT. Proof of such approval shall be submitted to the CEI. The program shall be in accordance with FDOT requirements and procedures for obtaining and maintaining FDOT approval of developed and operational mineral aggregate sources (mines and redistribution terminals) and the FDOT Mineral Aggregate Manual. Individual certification shall be furnished with each haul unit load of Materials shipped attesting that those specific Materials were produced under an FDOT-approved Producer Quality Control Program. Any haul unit load of mineral aggregates received by the Contractor without an individual certification being made available to the CEI will be considered defective.

4.4 Inspection and Tests at Source of Supply

4.4.1 General: If the volume, progress of Work and other considerations warrant, CFX may elect to inspect Materials at the source of supply. However, CFX assumes no obligation to inspect Materials at the source of supply. The responsibility for assuring that Materials are satisfactory rests entirely with the Contractor.

4.4.2 Cooperation by Contractor: The Contractor shall ensure that CFX has free entry and access at all times to the areas of the plant engaged in the manufacture or production of the Materials ordered. Contractor shall bear all costs incurred to provide all reasonable facilities to assist in determining whether the material furnished complies with the requirements of the Specifications.

4.4.3 Retest of Materials: CFX may retest or may require retesting of any Materials which have been tested and accepted at the source of supply after the same have been delivered to the job site. All Materials, which, when retested, do not comply with the requirements of the Specifications, will be rejected; in which case the cost of such retesting shall be at the expense of the Contractor.

4.5 Storage of Materials and Samples

4.5.1 Method of Storage: Store materials in such a manner as to preserve their quality and fitness for the work, to facilitate prompt inspection, and to minimize noise impacts on sensitive receivers. More detailed specifications concerning the storage of specific materials are prescribed under the applicable Specifications. CFX may reject improperly stored materials.

4.5.2 Use of Right-of-Way for Storage: If the CEI allows, the Contractor may use a portion of the right-of-way for storage purposes and for placing the Contractor's plant and equipment. Use only the portion of the right-of-way that is outside the clear zone, which is the portion not required for public vehicular or pedestrian travel. When used, restore the right-of-way to pre-construction condition at no additional cost to CFX or as specified in the Contract Documents. Provide any additional space required at no expense to CFX.

4.5.3 Responsibility for Stored Materials: Accept responsibility for the protection of stored materials. CFX is not liable for any loss of materials, by theft or otherwise, or for any damage to the stored materials.

4.5.4 Storage Facilities for Samples: Provide facilities for storage of samples as described in the Contract Documents and warranted by the test methods and Specifications.

4.6 Defective Materials

Materials not meeting the requirements of these Specifications will be considered defective. The CEI will reject all such materials, whether in place or not. Remove all rejected material immediately from the site of the work and from storage areas, at no expense to CFX.

Do not use material that has been rejected and the defects corrected, until the CEI has approved the material's use. Upon failure to comply promptly with any order of

the CEI made under the provisions of this Article, the CEI will remove and replace defective material and deduct the cost of removal and replacement from any moneys due or to become due the Contractor.

As an exception to the above, the Contractor may submit, upon approval of the CEI, an engineering and/or laboratory analysis to evaluate the effect of defective in place materials. A Specialty Engineer, who is an independent consultant or the Contractor's Engineer of Record as stated within each individual Section, shall perform any such analysis. The CEI will determine the final disposition of the material after review of the information submitted by the Contractor. No additional monetary compensation or time extension will be granted for the impact of any such analysis or review.

END OF SECTION 4

SECTION 5 - LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC

5.1 Laws to be Observed

5.1.1 General: The Contractor shall comply with all Federal, State, county and city laws, by-laws, ordinances and regulations which control the action or operation of those engaged or employed in the Work or which affect Materials used. CFX will acquire environmental permits required by federal, State, County, and local regulatory agencies for all final improvements. CFX will not provide permits for construction means and methods (burning, dewatering, etc.). The Contractor shall be responsible for these.

The Contractor shall indemnify and hold harmless CFX and all its officers, board members, agents, consultants and employees, in the amount of the Contract, against any claims or liability arising from or based on the violation of any such laws, by-laws, ordinances, regulations, orders or degrees by the Contractor or its subcontractors and suppliers.

5.1.2 Plant Quarantine Regulations: The Contractor shall contact the local or other available representatives of the U.S. Department of Agriculture Animal and Plant Health Inspection Service and the Florida Department of Agriculture and Consumer Services to ascertain any current restrictions regarding plant pests which may be imposed by those agencies. Contractor shall remain current with regard to the latest quarantine boundary lines during the construction period. Any restrictions imposed by authorized agencies may affect Contractor's operations involving items such as clearing and grubbing, earthwork, grassing and mulching, sodding, landscaping and other items that may involve the movement of Materials containing plant pests across quarantine lines. Any infringement, damages, remedial activities and/or costs thereof associated with imposed agency restrictions will be borne by the Contractor.

5.1.3 Introduction or Release of Prohibited Aquatic Plants, Plant Pests or Noxious Weeds: The Contractor shall not introduce or release prohibited aquatic plants, plant pests or noxious weeds into the Project limits for any reason. The Contractor shall immediately notify the CEI upon discovery of any prohibited aquatic plants, plant pests or noxious weeds within the Project limits. The Contractor shall not move prohibited aquatic plants, plant pests or noxious weeds and their reproductive parts without a permit from the respective State and/or Federal agency. Prohibited aquatic plants, plant pests and noxious weeds are defined in Rule 16C-52 and Rule 5B-57, Florida Administrative Code. Furnish the CEI, prior to incorporation into the project, with a certification from the Florida Department of Agriculture and Consumer Services, Division of Plant Industry, stating that the sod, hay, straw, and mulch materials are free of noxious weeds, including Tropical Soda Apple.

5.1.4 Compliance with Federal Endangered Species Act: Prior to establishing any off-project activity in conjunction with the Project (e.g., borrow pits, concrete or asphalt plant sites, material or Equipment storage sites), the Contractor shall certify to CFX that the Contractor has made, through the use of a qualified environmental scientist, such investigations as may be necessary to comply with the Federal Endangered Species Act. The Contractor shall immediately notify CFX if the Contractor's investigation reveals the need for a biological assessment to determine what measures, if any, are necessary to mitigate the impact on endangered species. The cost for any required biological assessment or subsequent measures required to mitigate the impact on endangered species shall be solely at the Contractor's expense.

No Work shall be performed on site preparation for any off-project activity until CFX receives the Contractor's certification.

5.1.5 Occupational Safety and Health Requirements: The Contractor shall take precautions necessary for the protection of life, health and general occupational welfare of all persons (including employees of both the Contractor, CFX and all of its officers, agents and consultants) until the Work has been completed and accepted by CFX.

The Contractor and all Subcontractors shall not allow any person employed in performance of the Work to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to health or safety, as determined under the safety and health standards, set forth in Title 29, Code of Federal Regulations, Part 1518 published in the Federal Register on April 17, 1971, as promulgated by the United States Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act, (83 Stat. 96) including any subsequent revisions and updates.

5.1.6 Discovery of Unmarked Human Burial Site: The Contractor shall notify the CEI within two hours of the Contractor's or subcontractor's discovery of an unmarked human burial site. All Contractor or subcontractor activity that may disturb the site shall cease immediately upon discovery of the site. The Contractor shall not resume activity at the burial site until written authorization is received from the CEI.

5.1.7 Insecticides and Herbicides: Contractor shall contact the Local County Extension Office for a list of approved Insecticides or Herbicides. Contractor shall: adhere to all labeling instructions; exercise extreme caution to prevent damage to vegetation adjacent to the treated area; and replace any damage as the result of these Materials being applied outside the designated treatment area at no expense to CFX.

5.2 Permits and Licenses

5.2.1 General: Except as specifically provided for elsewhere in the Specifications, the Contractor shall secure all permits and licenses and give all notices necessary and incidental to the due and lawful prosecution of the Work. The Contractor shall pay all charges and fees for any required licenses and permits.

5.2.2 Whenever the Work under or incidental to the Project requires structures and/or dredge/fill/construction activities within the Project limits in waters of the State, CFX will obtain the necessary permits. Any modifications or revisions to an original permit will also be obtained by CFX provided that it is shown that such modifications or revisions are required to complete the construction operations specifically called for in the Plans or Specifications and within the right-of-way limits.

The Contractor shall be responsible to obtain any permits that may be required for Work performed by the Contractor outside the right-of-way or easements for the Project.

In performing the Work, when under the jurisdiction of any environmental regulatory agency, the Contractor shall comply with all regulations issued by such agencies and with all general, special and particular conditions relating to construction activities of any kind and all permits issued to CFX as though such conditions were issued to the Contractor. The Contractor will be responsible for posting any permit placards in a protected location at the worksite.

In case of any discrepancy between any permit condition and a requirement of the Plans or Specifications, the permit condition shall prevail.

If the permit conditions require Work or the furnishing of Materials not specifically provided for in the basis of payment clause for a pay item, such Work or furnishing of Materials will be considered unforeseeable Work by CFX and the Contractor will be compensated in accordance with Article 2.5 of these General Specifications. Special sequencing or scheduling of operations that may be required by permit conditions will not be considered unforeseeable Work by CFX and no additional compensation will be made to the Contractor.

5.3 Patented Devices, Materials and Processes

Payments to the Contractor are understood to include all royalties and costs arising from patents, trademarks and copyrights in any way involved with the Work. Whenever the Contractor is required or desires to use any design, device, material or process covered by letters of patent, trademark, trade secret or copyright, CFX's and the Contractor's right for

such use shall be provided by suitable legal agreement with the patentee or owner of the copyright. A copy of such agreement shall be submitted to CFX; however, whether or not such agreement is made or filed, the Contractor and its surety, in all cases, shall indemnify and hold harmless CFX and all of its officers, board members, agents, consultants and employees, from any and all claims for infringement by reason of the use of any such patented design, device, material or process, on the Work and shall indemnify CFX and all of its officers, agents, consultants and employees for any costs, expenses and damages which CFX may be obligated to pay by reason of any such infringement, at any time during the Work and for a period of three years after completion and acceptance of the Project by CFX.

5.4 Right-of-Way Furnished by CFX

Except as may be otherwise stipulated in the Specifications or as may be shown on the Plans, all right-of-way necessary for completion of the Project will be furnished by CFX without cost to the Contractor. If borrow material areas furnished by CFX contain limerock, such material shall not be removed from the pit without specific written approval from CFX.

5.5 Sanitary Provisions

The Contractor shall provide and maintain in a neat and sanitary condition such accommodations for the use of Contractor's employees as are necessary to comply with the requirements and regulations of the State and local boards of health. The Contractor shall not create any public nuisance.

5.6 Control of the Contractor's Equipment

5.6.1 Traffic Interference: Contractor shall not permit Equipment to unreasonably interfere with traffic while the Equipment is on or traversing a road or street.

5.6.2 Overloaded Equipment: Any hauling unit or Equipment loaded in excess of the maximum weights set out in the Florida Uniform Traffic Control Law (or lower weights that may be legally established for any section of road or bridge by the FDOT or local authorities) shall not be operated on any road or street except as provided in subarticle 5.6.3 below for crossings or as provided by a special permit issued by the governmental unit having jurisdiction over a particular road or bridge. This restriction applies to all roads and bridges inside and outside the Project limits as long as these roads and bridges are open for public use. Roads and bridges, which are to be demolished, may be overloaded after they are permanently closed to the public. All liability for loss or damages resulting from Equipment operated on a structure permanently closed to the public shall be the responsibility of the Contractor.

5.6.3 Crossings: Where it is necessary to cross an existing road, including specifically the existing travel lanes of a divided highway within the limits of the Project, the Contractor shall obtain the necessary permits from the governmental unit having jurisdiction. The Contractor shall comply with all permit conditions at no additional cost to CFX. The Contractor will be required to provide flagging and watchman service or approved signal devices, for the protection of traffic at all such crossings, in accordance with an approved written plan for that activity.

5.6.4 Protection from Damage by Tractor-Type Equipment: Positive measures shall be taken by the Contractor to assure that tractor-type Equipment does not cause damage to roads. If any such damage occurs, the Contractor shall immediately repair the damage to the satisfaction of the governmental unit having jurisdiction over the road and at no cost to CFX.

5.6.5 Contractor's Equipment on Bridge Structures: The Contractor, through its Specialty Engineer, shall analyze the effect of imposed loads on bridge structures, within the limits of the Project, resulting from the following operations:

1) Overloaded Equipment as defined in subarticle 5.6.2 above:
   a) Operating on or crossing over completed bridge structures.
   b) Operating on or crossing over partially completed bridge structures.

2) Equipment within legal load limits:
   a) Operating on or crossing over partially completed bridge structures.

3) Construction cranes:
   a) Operating on completed bridge structures.
   b) Operating on partially completed bridge structures.

Any pipe culvert or box culvert qualifying as a bridge, as defined under subarticle 1.3.3 of these General Specifications is excluded from the above requirements.

A completed bridge structure is a structure in which all elemental components comprising the load carrying assembly have been completed, assembled and connected in their final position. The components to be considered shall also include any related mediums transferring load to any bridge structure.

The Contractor shall determine the effect the Equipment loads have on the bridge structure and the procedures by which the loaded Equipment can be used without exceeding the load capacity for which the structure was designed.

The Contractor shall submit to the CEI for approval eight (8) copies of design calculations, layout drawings and erection drawings showing how the Contractor's Equipment will be used so that the bridge structure will not be overstressed. One (1) of the eight (8) copies of the drawings and the cover sheet of one (1) of the eight (8) copies of the calculations shall be signed and sealed by the Contractor's Specialty Engineer as the CFX record set.

5.6.6 Posting of the Legal Gross Vehicular Weight: The maximum legal gross weight, as set out in the Florida Uniform Traffic Code, shall be displayed in a permanent manner on each side of any dump truck or any dump type tractor-trailer unit hauling embankment material, construction aggregates, road base material or hot bituminous mixture to the Project over any public road. The weight shall be displayed in a location clearly visible to the scale operator, in numbers that contrast in color with the background and are readily visible and readable from a distance of 50 feet.

5.7 Structures Over Navigable Waters

5.7.1 Compliance with Jurisdictional Regulations: Where structures are erected in, adjacent to or over navigable waters, the Contractor shall observe all regulations and instructions of jurisdictions having control over such waters. The Contractor shall not obstruct navigation channels without permission from the proper authority and shall provide and maintain navigation lights and signals in accordance with jurisdictional requirements.

5.8 Use of Explosives

The use of explosives will not be allowed.

5.9 Preservation of Property

5.9.1 General: The Contractor shall preserve from damage all property along the line of Work or which is in the vicinity of or is any way affected by the Work, the removal or destruction of which is not called for by the Plans. This requirement shall apply to public and private property, public and private utilities (except as modified by subarticle 5.9.6 below), trees, shrubs, crops, signs, monuments, fences, guardrail, pipe, underground structures, public highways (except natural wear and tear of highway resulting from legitimate use thereof by the Contractor) and the like. Property damaged due to the activities of the Contractor shall be immediately restored, at Contractor's expense, to a condition similar or equal to that existing before such damage or injury was done by the Contractor.

The Contractor shall protect existing bridges from damage caused by Contractor's operations during the entire construction period. The Contractor will not be required to provide routine repairs or maintenance for such structures but will be required, at Contractor's expense, to make immediate repairs of any damage caused by the Contractor's operations.

The Contractor shall protect all geodetic monuments, horizontal or vertical, located within the limits of construction.

5.9.2 Failure to Restore Damaged Property: If the Contractor fails to restore such property, bridge or road CFX may, at its sole option and with 48 hours notice to the Contractor, proceed to repair, rebuild or otherwise restore the damaged property, bridge or road at Contractor's cost or expense. The cost of such repairs will be deducted by CFX from any monies due or which may become due the Contractor.

5.9.3 Contractor's Use of Streets and Roads

5.9.3.1 On Systems Other than the CFX System: Where the Contractor hauls material or Equipment to the Project over roads and bridges on the state park road system, state highway system, county road system or city street system and such hauling causes damage, the Contractor, at Contractor's cost and expense, shall immediately repair such roads or bridges to as good a condition as existed before the hauling began.

5.9.3.2 On the CFX System: The Contractor shall also be responsible for repairing damage caused by hauling Materials to the Project along roads and bridges outside the limits of the Project which are on the CFX system (roads
under the jurisdiction of CFX) or are specifically designated in the Plans as haul roads from CFX furnished Materials pits.

5.9.3.3 Within the Limits of the Project: The Contractor shall not operate Equipment or hauling units of such weight as to cause damage to previously constructed elements of the Project including but not necessarily limited to, bridges, drainage structures, base course and pavement. Equipment or hauling units loaded in excess of the maximum weights set out in subarticle 5.6.2 above shall not be operated on existing pavements that are to remain in place (including pavement being resurfaced), cement-treated subgrades and bases, concrete pavement, any course of asphalt pavement and bridges. Exceptions to these weight restrictions may be allowed for movement of necessary Equipment to and from its work site, for hauling of offsite fabricated components to be incorporated into the Project and for crossings as detailed in subarticle 5.6.3 above.

5.9.3.4 Cleaning and Maintenance of Streets and Roads: Whenever the Contractor utilizes any streets or roads, whether on the CFX system or otherwise, for cyclical material hauling operations, for example embankment, excavation, etc., the condition of all affected streets or roads will be assessed by the Contractor through an initial video survey with the CEI prior to hauling operations. Throughout the hauling operations or when changes to haul routes occur, the Contractor shall provide updated video surveys performed every two weeks to monitor the current street, road and/or facility conditions. The video survey will be submitted in duplicate to the CEI and narrated to identify the respective street, road or facility, with detail of specific features, condition, etc. Any deterioration, whatsoever, to the condition of the streets or roads from this initial video survey and subsequent two-week updates will be viewed as being a result of the Contractor's operations and shall be repaired to equal or better condition, at the Contractor's expense, within two weeks after notification by the CEI. The Contractor will be responsible to prevent, clean and replace areas of the travel ways and appurtenances (including but not limited to bridge decks, drainage, roadway surface, striping) utilized by the Contractor where tracking and/or spillage of materials have occurred. Cleaning and preventive measures that will not deteriorate the existing facility conditions will be utilized and may include pressure washing, sanding etc.

5.9.4 Traffic Signs, Signal Equipment, Highway Lighting, and Guardrail: Contractor shall protect all existing roadside signs, signal equipment, highway lighting and guardrail, for which permanent removal is not indicated, against damage or displacement. Whenever such signs, signal equipment, highway lighting or guardrail lie within the limits of construction, or wherever so directed by the CEI due to urgency of construction operations, take up and properly store the existing roadside signs, signal equipment, highway lighting and guardrail and subsequently reset them at their original locations or, in the case of widened pavement or roadbed, at locations designated by the CEI.

If CFX determines that damage to such existing or permanent installations of traffic signs, signal equipment, highway lighting or guardrail is caused by a third party(ies), and is not otherwise due to any fault or activities of the Contractor, CFX will, except for any damage resulting from vandalism, compensate the Contractor for the costs associated with the repairs. Contractor shall repair damage caused by vandalism at no expense to CFX.

5.9.5 Operations Within Railroad Right of Way

5.9.5.1 Notification to the Railroad Company: The Contractor shall notify the CEI and the railroad company's division engineer or superintendent a minimum of 72 hours in advance of beginning any operations within the limits of the railroad right of

way, any operations requiring movement of employees, trucks or other Equipment across the tracks of the railroad company at other than established public crossings, and any other Work which may affect railroad operations or property.

5.9.5.2 Contractor's Responsibilities: The Contractor shall comply with the requirements that the railroad company's division engineer or superintendent considers necessary to safeguard the railroad's property and operations. Any damage, delay or injury and any suits, actions or claims made because of damages or injuries resulting from the Contractor's operations within or adjacent to railroad right of way shall be the Contractor's responsibility.

5.9.5.3 Watchman or Flagging Services: When protective services are necessary during certain periods of the Project to provide safety for railroad operations, the railroad company will provide such services (watchman or flagging) and CFX will reimburse the railroad company for the cost thereof. The Contractor shall schedule Work that affects railroad operations to minimize the need for protective services by the railroad company.

5.9.6 Utilities

5.9.6.1 Arrangements for Protection or Adjustment: Work shall not commence at points where the Contractor's operations adjacent to utility facilities may result in expense, loss or disruption of service to the public or owners of the utilities until the Contractor has made all arrangements necessary for the protection of the utilities. The Contractor shall be solely and directly responsible to the owners and operators of such utilities for any damage, injury, expense, loss, inconvenience, or delay caused by the Contractor's operations.

CFX will make the necessary arrangements with the utilities owners for removal or adjustment of utilities where such removal or adjustment is determined by CFX to be essential to the performance of the Work. Relocations or adjustments requested by the Contractor based on the Contractor's proposed use of a particular method of construction or type of Equipment will not be considered as being essential to the Work if other commonly used methods and Equipment could be used without the necessity of relocating or adjusting the utility. CFX will determine the responsibility for any such required adjustments of utilities. Relocations or adjustments requested because of delivery to the Project of Materials furnished by the Contractor shall be the responsibility and expense of the Contractor.

Circumstance under which CFX will consider utility relocations or adjustments essential include, but are not necessarily limited to, the following:

1) Utilities lying within the vertical and horizontal construction limits plus the reasonably required working room necessary for operation of

Equipment normally used for the particular type of construction except as provide in subparagraph 4 below. In the case of overhead electrical conductors which carry more than 400 volts, a minimum of 10 feet clearance between the conductor and the nearest possible approach of any part of the Equipment will be required, except where the utility owner effects safeguards approved by the Florida Department of Labor and Employment Security.

2) Utilities lying within the horizontal limits of the Project and within 12 inches below the ground surface or the excavation surface on which the construction Equipment is to be operated or within 12 inches below the bottom of any stabilizing course called for on the Plans.

3) Utilities lying within the normal limits of excavation for underground drainage facilities or other structures (except as provided in subparagraph 4 below). Such normal limits shall extend to side slopes along the angle of repose as established by sound engineering practice, unless the Plans or Specifications require the sides of the excavation to be supported by sheeting or the Contractor elects to sheet such excavation for the Contractor's convenience.

4) Where utilities cross pipe trenches transversely within the excavation area but not within positions from which relocation or removal is necessary, the utility owner will be responsible for providing and effecting all reasonable measures for their support and protection during construction operations. The Contractor shall cooperate with the utility owner in the owner's effecting such support and protective measures. The Contractor shall be responsible for any damage to the utility that is caused by neglect or failure on the Contractor's part to cooperate and to use proper precaution in performing the Work.

In the event that a temporary relocation of a utility or a particular sequence of timing in the relocation of a utility is necessary, such relocation shall be done only as directed by CFX. CFX will not be responsible for utility adjustments or temporary relocation work or for the conditions resulting therefrom, where such adjustments are: not necessitated by the construction of the Project; or done solely for the benefit or convenience of the utility owner or its contractor (or the Contractor where Contractor's construction procedures are considered by CFX to be other than normal); or not shown on the approved Plans for the utilities relocation or the construction.

5.9.6.2 Cooperation with Utility Owners: The Contractor shall cooperate with the utility owners in the removal and/or rearrangement of utilities. If utility service is interrupted due to construction operations, the Contractor shall immediately notify the owner of the utility and the CEI and cooperate in the prompt restoration of

service. If water service is interrupted, the Contractor's repair work shall be continuous until the service is restored. No Work shall be undertaken around fire hydrants until the local fire authority has approved provisions for continued service.

5.9.6.3 Utility Adjustments: Utility adjustments and reconstruction Work may be underway during the Work. The Contractor shall effectively cooperate, coordinate, and schedule utility adjustments with utility construction crews in maintaining utility service. The Contractor shall use caution when working adjacent to utilities that have been relocated. The Contractor shall repair, at Contractor's expense, damages to relocated utilities resulting from Contractor's operations.

5.9.6.4 Weekly Meetings: Contractor shall conduct weekly meetings on the job site with all the affected utility companies and the CEI in attendance to coordinate Project construction and utility relocation, and shall submit a list of all attendees one week in advance to the CEI for approval.

Provide the approved Work Progress Schedule and Work Plan for the project to document the schedule and plan for road construction and utility adjustments. When utility relocations no longer affect construction activities, the Contractor may discontinue the meetings with the CEI's approval.

5.10 Responsibility for Damages, Claims, etc.

5.10.1 Contractor to Provide Indemnification: The Contractor shall indemnify and hold harmless CFX, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the construction Contract.

The Contractor's obligation to indemnify and pay for the defense or, at CFX's option, to participate and associate with CFX in the defense and trial of any damage claim or suit and any related settlement negotiations, shall arise within 7 days of receipt by the Contractor of the CFX notice of claim for indemnification to the Contractor. The notice of claim for indemnification will be served by certified mail. The Contractor will pay all costs and fees related to this obligation and its enforcement by CFX.

It is specifically agreed between the parties executing this Contract that it is not intended by any of the provisions of any part of the Contract to create in the public or any member thereof, a third-party beneficiary hereunder, or to authorize anyone not a party to this Contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract

5.10.2 Guaranty of Payment for Claims: The Contractor guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against him or any subcontractor, in connection with the Contract. CFX's final acceptance and payment does not release the Contractor's bond until all such claims are paid or released.

5.11 Insurance

Anything contained herein to the contrary notwithstanding, during the term of the Contract and for such additional time as may be further required, the Contractor shall provide, pay for and maintain in full force and effect insurance outlined in subarticles 5.11.1 through 5.11.9 below for coverage at not less than the prescribed minimum limits of liability, covering the Contractor's activities and those of any and all subcontractors (including officers, directors, employees or agents of each and their successors). All insurance shall be provided through companies authorized to do business in the State of Florida and considered acceptable by CFX.

Upon execution of the Contract, the Contractor shall furnish to CFX, Certificates of Insurance bearing a manual signature of the authorized representative of the insurance company. No Work shall commence under the Contract unless and until the required Certificates of Insurance described herein are in effect and have been approved by CFX. The Certificate of Insurance shall be issued to CFX and shall reference the complete and correct Project number, as well as the full and complete name of each insurance company, including city and state of domicile, as listed by A.M. Best Company. All insurance must be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a Financial Strength Rating (FSR) of at least "A-" (Excellent) and a Financial Size Category (FSC) of at least Category "VIII" as defined by A.M. Best Company, or equivalent ratings from another nationally recognized insurance rating service. Such Certificates shall provide that in the event of cancellation, non-renewal or material reduction in coverage (including any material reduction of limits of Liability), the insurer will provide thirty (30) days prior notice of such cancellation, non-renewal or material reduction by certified mail to CFX. In addition, certified true copies of all policies shall be provided to CFX upon specific written request. Renewal Certificates of Insurance for all policies shall be submitted by the Contractor so that they are received by CFX no later than thirty (30) calendar days prior to the expiration of existing insurance coverage. Failure by the Contractor to meet this required timeframe will result in suspension of partial payments on monthly estimates until the certificates are received and accepted by CFX.

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

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

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

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

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

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

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

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

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

5.11.2 Worker's Compensation: The Contractor shall maintain coverage for its employees in accordance with the laws of the State of Florida. The amount of coverage shall not be less than the limits of insurance as required in subarticle 5.11.1.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of CFX for all work performed by the Contractor, its employees, agents and subcontractors.

5.11.3 Commercial General Liability Insurance: Coverage shall be maintained by the Contractor providing Commercial General Liability Insurance as provided on Insurance Services Office form GC 00 01 or an equivalent thereof. Limits of Liability for Bodily Injury Liability and/or Property Damage Liability shall not be less than the limits of insurance as required in Section 5.11.1. The 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.

The policy shall contain an endorsement providing for Aggregate Limits of Liability to be on a per Project basis. This endorsement shall state that Aggregate Limits as specified herein apply separately and specifically to this Project.

Products and Completed Operations coverage, evidenced by a Certificate of Insurance, shall be maintained for a period of not less than through the applicable statutes of limitation and period of repose under Florida law.

If watercrafts are to be used in the performance of any Work under the Contract, watercraft operations shall be covered under the Comprehensive General Liability policy providing limits in accordance with the General Liability requirements.

If the Project involves Work or operations by the Contractor within the limits of the railroad right-of-way, including any encroachments thereon from Work or operations in the vicinity of the railroad right-of-way, the railroad shall be named as an Additional Insured under this policy.

CFX, its employees, members, officers, agents, consultants, and successors shall be named as Additional Insured under this policy. Insurance Services Office endorsement CG 20 10 (11 85 edition date) or both CG 20 10 and CG 20 37(12 19 edition dates) forms (if later edition dates are used), shall be used to meet these requirements and a photocopy of same shall be provided with the Certificate.

5.11.4 Commercial Automobile Liability Insurance: The Contractor shall maintain coverage applicable to the ownership, maintenance, use, loading and unloading of any owned, non-owned, leased or hired vehicle issued on Insurance Services Office form CA 00 01 or its equivalent. The amount of coverage shall not be less than the limits of insurance as required in subarticle 5.11.1.

This policy shall include coverage for liability assumed under contract (if not provided for under the Commercial General Liability policy). In the event the Contractor does not own automobiles, the Contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or through a separate Business Auto Liability policy.

CFX, its employees, members, officers, agents, consultants, and successors shall be named as Additional Insured under this policy.

5.11.5 Umbrella/Excess Liability Insurance: If an Umbrella or Excess Liability Insurance policy is used to attain the required limits of liability, the sum of the limits provided by the Primary insurance and the Umbrella or Excess Liability insurance must at least equal the Limits of Liability as required by subarticle 5.11.1

The Umbrella/Excess Liability Insurance policy or Excess policy shall afford coverage equivalent to the required coverage as set forth in this Article 5.11. Policy inception date must also be concurrent with the inception dates of the underlying General Liability and Automobile Liability policies.

Umbrella or Excess policy Certificate of Insurance shall stipulate the underlying limits of liability applicable. A photocopy of the endorsement so evidencing shall be attached to the Certificate.

CFX, its employees, members, officers, agents, consultants, and successors shall be named as Additional Insured under this policy.

5.11.6 Reserved

5.11.7 Railroad Insurance: If the Contractor performs Work on, adjacent to, over or under a railroad, railroad property or railroad right-of-way, the Contractor shall furnish CFX (for transmittal to the railroad company) an insurance certificate with the railroad named as the insured which (with respect to the operations the Contractor or any of its subcontractors perform) will provide for Railroad Protective Liability insurance providing coverage for bodily injury, death and property damage

of a combined single limit of Five Million Dollars ($5,000,000.00) per occurrence, with an aggregate limit of Ten Million Dollars ($10,000,000.00) for the term of the policy. The policy shall be written on the ISO/RIMA (CG 00 3S 11 85) with Pollution Exclusions Amendment (CG 28 31 11 85) endorsement deleting Common Policy Conditions (CG 99 01) if Common Policy Conditions are included in the policy and Broad Form Nuclear Exclusion (IC 00 21). CFX, its employees, members, officers, agents, consultants, and successors shall be named as Additional Insured under this policy.

5.11.8 Reserved

5.11.9 Reserved

5.12 Contract Bond (Public Construction Bond) Required

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

5.12.2 Continued Acceptability of Surety: In the event that the surety executing the bond (although acceptable to CFX at the time of execution of the Contract) subsequently becomes insolvent or bankrupt or becomes unreliable or otherwise unsatisfactory due to any cause which becomes apparent after CFX's initial approval of the company, then CFX may require that the Contractor immediately replace the surety bond with a similar bond drawn on a surety company which is reliable and acceptable to CFX. In such event, all costs of the premium for the new bond, after deducting any amounts that might be returned to the Contractor from its payment of premium on the defaulting bond, will be borne by CFX.

5.13 Contractor's Responsibility for Work

Until final acceptance by CFX, the Work shall be under the charge and custody of the Contractor. The Contractor shall take every necessary precaution against injury or damage to the Work by the action of the elements or from any other cause whatsoever arising either from the execution or non-execution of the Work and shall rebuild, repair, restore and make good, without additional compensation, all injury or damage to any portion of the Work including extensive or catastrophic damages.

The Contractor is advised that the project is located within a hurricane region. The Contractor shall submit to CFX at the project Preconstruction Conference, a hurricane preparedness plan detailing the procedures to be followed by the Contractor to ensure the safety of personnel, equipment, stored materials, and the Work when a hurricane watch notice for the project area is issued by the United States Weather Service.

The Contractor will not be held responsible for damage to any landscape items caused by an officially declared hurricane that occurs after the final acceptance of the entire Work but during any remaining portion of the 90-day establishment period.

5.14 Opening Section of Highway to Traffic

When any bridge or section of roadway is, in the opinion of CFX, acceptable for travel, CFX may direct that the bridge or roadway be opened to traffic. Such opening shall not be considered, in any way, to be an acceptance of the bridge or roadway or any part thereof or as a waiver of any provision of the Contract. The Contractor shall make all repairs or renewals due to defective Work or Materials (or for any cause other than ordinary wear and tear) on such opened sections without additional compensation.

5.15 Scales for Weighing Materials

5.15.1 Applicable Regulations: Prior to the use of any scales, the Contractor shall submit to the CEI a copy of a certificate of accuracy for the scales that is not more than 1 year old. All scales which are used for the determination of the weight of Materials upon which compensation will be made by CFX shall conform to the requirements of Chapter 531, Florida Statutes, pertaining to specifications, tolerances and regulations as administered by the Bureau of Weights and Measures of the Florida Department of Agriculture. CFX reserves the right to perform scale checks/inspections at its sole discretion.

5.15.2 Base for Scales: Such scales shall be placed on a substantial horizontal base that will assure proper support, rigidity and maintenance of level of the scales.

5.15.3 Protection and Maintenance: All scale parts shall be in proper condition as to level and vertical alignment and shall be fully protected against contamination by dust, dirt and other matter which might affect operation of the parts.

5.16 Source of Forest Products

As required by Section 255.20, Florida Statutes, all timber, timber piling or other forest products which are used in the construction of the Project shall be produced and manufactured in the State of Florida, price and quality being equal and provided such Materials produced and manufactured in Florida are available.

5.17 Regulations of Air Pollution

5.17.1 General: All Work shall be done in accordance with all Federal, State and local laws and regulations regarding air pollution and burning.

5.17.2 Dust Control: The Contractor shall ensure that excessive dust is not transported beyond the limits of construction in populated areas. Dust control for embankment or other cleared or unsurfaced areas may be by application of water or calcium chloride, as directed by CFX. Any use of calcium chloride shall be in accordance

with Section 102 of the Technical Specifications. When included in the Plans, mulch, seed, sod or temporary paving shall be installed as early as practical. Dust control for storage and handling of dusty materials may be made by wetting, covering or other means as approved by the CEI.

5.17.3 Asphalt Material: Any asphalt used shall be emulsified asphalt unless otherwise stated in the Plans and allowed by Chapter 17-2 of the Rules and Regulations of the Florida Department of Environmental Protection. Asphalt materials and components shall be stored and handled to minimize unnecessary release of hydrocarbon vapors.

5.17.4 Asphalt Plants: The operation and maintenance of asphalt plants shall be in accordance with Chapter 17-2 of the Rules and Regulations of the Florida Department of Environmental Protection. A valid permit as required under Chapter 17-2 shall be available at the plant site prior to the start of Work.

5.18 Dredging and Filling

If required by the Work, the Contractor shall comply with Section 370.033, Florida Statutes, regarding obtaining a certificate of registration from the Florida Department of Environmental Protection and keeping accurate records and logs of all dredge and fill activities.

5.19 Erosion Control

This Project will be constructed on properties that may be subject to environmental permits and regulation promulgated by city, county, state, federal, and regional authorities. Requirements for erosion control are included in the Technical Specifications.

5.20 Contractor's Motor Vehicle Registration

The Contractor shall provide proof to CFX that all motor vehicles operated or caused to be operated by the Contractor are registered in compliance with Chapter 320, Florida Statutes. Such proof of registration shall be submitted in the form of a notarized affidavit to CFX. No payment will be made to the Contractor until the required proof of registration is on file with CFX.

5.21 Internal Revenue Service Form W-9

The Contractor shall complete and return with the executed Contract, Internal Revenue Service Form W-9, Request for Taxpayer Identification Number and Certification.

5.22 Tolls and Access

The Contractor shall pay all tolls incurred from using CFX's Expressway System to transport personnel, equipment, or materials to and from the site of Work. Any costs incurred by the Contractor in payment of tolls shall be considered incidental and included in associated items. The term "equipment" in this context includes loaders, graders and similar self-propelled equipment, operating under their own power, passing through a toll plaza.

Contractor shall access the Project by existing expressway ramps. No access will be allowed through the right-of-way fence.

5.23 Requests for References or Performance Evaluations

In the event CFX at any time receives any direct or third party inquiry or request concerning the Contractor, its employees or sub-contractors, or the performance of the Contractor, its employees or sub-contractors under this Contract, CFX, at any time and in all cases, may, but shall not be obligated to respond to any such inquiry or request, with or without notice to the Contractor, its employees, or subcontractors, as the case may be, but, in all cases, such response shall be limited to: (1) acknowledging that the Contractor has, or in the past has had, a contract with CFX; (2) the date, term and type of such contract; (3) whether a specified employee or subcontractor worked on the Contract, and if so, in what capacity; (4) whether such contract was terminated early for any reason other than the convenience of CFX; (5) whether such contract was eligible for renewal or extension; and, (6) if such contract was eligible for renewal or extension, whether in fact such contract was renewed or extended. Should the Contractor, its employees, its agents or subcontractors request that any further information be provided in response to such an inquiry or request, such additional information may be provided by CFX, in its sole discretion. Contractor for itself, its employees, its agents and sub-contractors, hereby expressly waives any and all claims of whatever kind or nature that the Contractor, its employees, its agents or sub-contractors may have, or may hereafter acquire, against CFX relating to, or arising out of CFX's response to any and all requests or inquiries concerning the Contractor, its employees or subcontractors under this Contract, or the performance of the Contractor, its employees or subcontractors under this Contract.

5.24 Unauthorized Aliens

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

5.25 Public Records

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

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

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

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

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

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

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONTRACTOR in conjunction with this Contract (including without limitation CONTRACTOR Records and Proposal Records, if and as applicable), CONTRACTOR shall immediately notify the CFX. In the event the CONTRACTOR has public records in its possession, CONTRACTOR shall comply with the Public Records Act.

5.26 Inspector General

It is the duty of every CONTRACTOR and subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to section 20.055, Florida Statutes. The corporation, partnership, or person entering into an Agreement with the Central Florida Expressway Authority understands and will comply with subsection. 20.055(5), Florida Statutes.

5.27 Florida Vendor Eligibility Requirements

5.27.1 E-Verification

A. This Contract is subject to the requirements found in Section 448.095(5), Florida Statutes. By executing this Contract, Contractor/Consultant 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/Consultant.

B. Contractor/Consultant additionally hereby acknowledges the responsibilities and obligations of both Contractor/Consultant and CFX under Section 448.095(5), Florida Statutes, which includes without limitation: (1) an obligation that Contractor/Consultant 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/Consultant's failure to comply with the applicable provisions of Section 448.095(5) and to impose upon Contractor/Consultant any additional costs incurred by CFX resulting from such termination.

5.27.2 Public Entity Crimes

Contractor/Consultant hereby represents, warrants, and certifies that: (1) neither Contractor/Consultant, nor one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of Contractor/Consultant, nor any affiliate of the entity, has been charged with and convicted of public entity crime subsequent to July 1, 1989; (2) Contractor/Consultant 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 (3) Contractor/Consultant 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.

5.27.3 Scrutinized Companies

A. Contractor/Consultant hereby represents, warrants, and certifies to the following: (1) Contractor/Consultant 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/Consultant 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.

B. If the Contract value meets or exceeds $1,000,000.00, then Contractor/Consultant hereby additionally represents, warrants, and certifies that: (1) Contractor/Consultant 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/Consultant is not engaged in business operations in Cuba or Syria.

C. 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/Consultant is found to have been placed on any of the applicable lists referenced in this provision at any time; and/or (3) if Contractor/Consultant becomes engaged in business operations in Cuba or Syria or any boycott of Israel.

5.27.4 Discriminatory Vendors and Anti-Trust Violators

Contractor/Consultant 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: (1) may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; (2) 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; (3) may not submit bids, proposals, or replies on leases of real property to a public entity; (4) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any

public entity; and (5) may not transact business with any public entity.

5.27.5 Countries of Foreign Concern

A. Contractor/Consultant hereby represents, warrants, and certifies that Contractor/Consultant 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.

B. If this Contract will in any manner give Contractor/Consultant access to any individual's personal identifying information, then:

(1) As a precondition to this Contract and prior to completing any work or otherwise performing hereunder, Contractor/Consultant shall submit to CFX an affidavit signed by an officer or representative of Contractor/Consultant under penalty of perjury attesting that Contractor/Consultant does not meet any of the following criteria: (a) Contractor/Consultant 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/Consultant; or (c) Contractor/Consultant 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).

(2) Contractor/Consultant 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), 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/Consultant is found to be in violation of this provision, Section 287.138, Florida Statutes, and/or its affidavit.

5.27.6 Common Carrier

A. Contractor/Consultant hereby represents, warrants, and certifies that Contractor/Consultant 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.

B. If Contractor/Consultant meets the definition of "common carrier" as provided in Section 908.111(1), Florida Statutes, then:

(1) As a precondition to this Contract and prior to completing any work or otherwise performing hereunder, Contractor/Consultant 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.

(2) In accordance with Section 908.111(3), Florida Statutes, CFX may terminate this Contract for cause if Contractor/Consultant is found to be in violation of this provision, Section 908.111, Florida Statutes, and/or its attestation.

5.27.7 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 services as defined in Section 787.06(2)(a), Florida Statutes. Such affidavit is hereto attached as CFX-220: Human Trafficking Affidavit.

5.27.8 Incorporation of Florida Vendor Eligibility Provision Forms

A. Either as part of the solicitation for this Contract, or as a precondition of this Contract, Contractor/Consultant has or will execute specific certifications, affidavits, and attestations regarding the various provisions in this Article by use of the following forms provided by CFX:

CFX-200: E-Verification Use and Registration Certification
CFX-210: Certifications Regarding Vendor Eligibility
CFX 220: Human Trafficking Affidavit
CFX-230: Common Carrier Attestation
CFX-240: Foreign Countries of Concern Affidavit

B. All such forms are hereby incorporated into this Contract and serve as a material part hereof. If for any reason Contractor/Consultant has not yet executed any such forms: (1) Contractor/Consultant doing so shall be a precondition to CFX's obligation to provide payment for any work or any other performance under this Contract; and (2) any failure of Contractor/Consultant to do shall be cause for termination of this Contract by CFX.

5.28 Severability

If any section of the Contract Documents that are incorporated into this Contract be judged void, unenforceable or illegal, then the illegal provision will be, if at all possible, interpreted or re-drafted into a valid, enforceable, legal provision as close to the parties' original intention, and the remaining portions of the Contract will remain in full force and effect and will be enforced and interpreted as closely as possible to the parties' intention for the whole of the Contract.

END OF SECTION 5

SECTION 6 - PROSECUTION AND PROGRESS OF THE WORK

6.1 Subletting or Assigning of Contract

6.1.1 The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof or of Contractor's right, title or interest therein, without consent of CFX. The Contractor will be permitted to sublet a portion of the Work but shall perform, with its own organization, Work amounting to not less than 50% of the total Contract amount less the total amount for those Contract items specifically designated as "Specialty Work" below or as otherwise designated as Specialty Work by CFX. The granting or denying of consent under this provision is at CFX's sole discretion. The Certification of Sublet Work request will be deemed acceptable by CFX, for purposes of CFX's consent, unless the Engineer notifies the Contractor within 5 business days of receipt of the Certification of Sublet Work that CFX is not consenting to the requested subletting. If, at any time, a subcontractor is determined to be discriminatory, debarred or suspended by the FHWA, CFX or FDOT, the determination will be considered grounds for removal from the project.

The total Contract amount shall include the cost of Materials, manufactured component products and their transportation to the Project site. Off-site commercial production of Materials and manufactured component products purchased by the Contractor and their transportation to the Project will not be considered subcontracted Work.

If a part of a Contract item is sublet, only its proportional cost will be used in determining the percentage of subcontracted normal Work.

All subcontracts entered into by the Contractor shall be in writing and shall contain all pertinent provisions and applicable requirements of the Contract. All subcontracts shall require subcontractor to indemnify and hold harmless CFX on the same terms as contained in the General Specifications and the Contract. The Contractor shall furnish CFX with a copy of any subcontract requested by CFX. Subletting of Work shall not relieve the Contractor or surety of their respective liabilities.

The Contractor shall ensure that all Subcontractors are competent, careful and reliable. The Contractor shall submit the names and qualifications of all first and second tier subcontractors to CFX for approval prior to their beginning Work on the Project. All first and second tier subcontractors shall have the skills and experience necessary to properly perform the Work assigned and as required by the plans and specifications.

If, in the opinion of CFX, any Subcontractor employed by the Contractor is not qualified to perform the Work or is insubordinate, disorderly, disrupts or is detrimental to the progress of the Work, such first or second tier subcontractor shall be immediately removed from the Project by the Contractor upon written direction from CFX. Such subcontractor shall not be employed again on the Project without

the written permission of CFX. If the Contractor fails to immediately remove such subcontractor, CFX may, at its sole discretion, withhold payments due or which may become due, or may suspend the Work until the subcontractor is removed. The Contractor shall indemnify and hold harmless CFX, its agents, consultants, officials and employees from any and all claims, actions or suits arising from such removal, discharge or suspension of a Subcontractor based on the direction of CFX. All subcontracts shall expressly include an acknowledgment of CFX's right to remove any Subcontractor in accordance with this paragraph.

A Subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor.

If the aggregate total of the dollar amount of Work performed by a subcontractor, including equipment rental agreements, equals or exceeds $20,000, a formal subcontract agreement shall be entered into between the Contractor and the Subcontractor.

6.1.2 Specialty Work: The following Work is designated as Specialty Work:

Auxiliary Power Unit
Cleaning, Coating, Injection, Grouting, Grinding, Grooving or Sealing Concrete Surfaces
Deep Well Installation
Electrical Work
Fencing
Highway Lighting
Installing Pipe or Pipe Liner by Jacking and Boring
Installing Structural Plate Pipe Structure
Landscaping
Painting
Plugging Water Wells
Pressure Grouting
Pumping Equipment
Roadway Signing and Pavement Marking
Riprap
Removal of Buildings
Rumble Strips
Sealing Wells by Injection
Septic Tank and Disposal System
Signalization
Utility Works
Vehicular Impact Attenuator
Water and Sewage Treatment Systems

6.2 Work Performed by Equipment Rental Agreement

The limitations set forth in 6.1, regarding the amount of Work that may be subcontracted, do not apply to Work performed by Equipment rental agreements. The Contractor shall notify CFX, in writing, if the Contractor intends to perform any Work through an Equipment rental agreement. The notification shall be submitted to CFX before any rental Equipment is used on the Project. The notification shall include a list of the Equipment being rented, the Work to be performed by the Equipment and whether the rental includes an Equipment operator. Notification to CFX will not be required for Equipment being rented (without operators) from an Equipment dealer or from a firm whose principle business is renting or leasing Equipment.

6.3 Prosecution of Work

6.3.1 Sufficient Labor, Materials and Equipment: The Contractor shall provide sufficient labor, Materials and Equipment to ensure the completion of the Work no later than the Contract completion date.

6.3.2 Impacts by Adjacent Projects: When there is a potential impact between two or more projects due to close proximity or due to logistics in moving labor, Materials, and Equipment between projects, all authorized representatives of the parties performing the projects have a responsibility to communicate and coordinate their work so that impacts to either party are eliminated or mitigated and do not endanger, delay, or create additional work or costs to either party. The Contractor shall not be compensated for any additional costs or delays so incurred by either party.

6.3.3 Submission of Preliminary, Baseline, Updated Baseline, and Two-Week Look-Ahead Schedules:

6.3.3.1 Scheduling Terminology

Accepted Baseline Schedule: The Accepted Baseline Schedule is the Baseline Schedule submitted by the Contractor and accepted by CFX. Review and acceptance of the schedule by CFX will be for the sole purpose of determining if the schedule is in substantial compliance with the General Specifications and does not mean that CFX agrees or disagrees, approves or disapproves of the constructability, means and methods, validity and accuracy of the submitted baseline schedule. The Contractor is solely responsible for the constructability, means and methods, validity and accuracy of the submitted baseline schedule.

Acknowledged Receipt of the Updated Baseline Schedule: The Contractor is solely responsible for the constructability, means and methods, validity and accuracy of the updated baseline schedule. CFX does not accept or reject, agree or disagree, approve or disapprove of the constructability, means and methods, validity or accuracy of the Updated Baseline Schedule. Instead, CFX will transmit a letter acknowledging receipt of the Contractor's submittal of the Updated Baseline Schedule.

Baseline Schedule: The Baseline Schedule does not contain any progressed activities. Therefore, each activity's early and late dates are planned dates, not actual dates. The Baseline Schedule contains the necessary breakdown of activities to adequately track the progress of the project. Activities in the Baseline Schedule shall include, but not be limited to, activities for all work to be performed. In addition, the baseline schedule should include milestone activities, and activities for the procurement of significant equipment and materials, including activities for submittals and approvals, orders, fabrication, request for delivery and delivery. Procurement activities should be logically tied to their respective work activities.

Contract Completion Date: Also called the Approved Contract Completion Date or the Authorized Contract Completion Date or the Last Chargeable Contract Date.

The Contract Completion Date is calculated by adding the number of calendar days stated in the contract to complete all work, to the first chargeable day of the Contract, less one day.

For time extensions granted by CFX, the Contract Completion Date is calculated by adding the number of calendar days granted to the Contract Completion Date.

If a critical activity is delayed, the Contract Completion Date(s) may also be delayed if the durations on the remaining activities on the critical path are accurate. The Contractor acknowledges and agrees that actual delays to activities which, according to the CPM schedule, do not directly affect the main project critical path, do not have any effect on the Contract Completion Date(s) and shall not be the basis for a change therein.

CPM: Critical Path Method of scheduling.

Critical Path: Defined as the Longest Path.

Early Dates: The earliest scheduled start and/or finish date assigned to a CPM scheduled activity.

Excusable Delay: As defined in subarticle 6.7.3.1.

Adjustments to Contract Time.

Extra Work: Any Work which is required by CFX to be performed and which is not otherwise covered or included in the existing Contract Documents, whether it be additional Work, altered Work, deleted Work, Work due to differing site conditions, or otherwise. This term does not include a delay.

Lag: An undefined delay between two scheduled activities. For instance, a 5 day lag between activity A (the predecessor) and activity B (the successor) with a Finish to Start (FS) relationship would mean that activity B would not start until 5 days after the finish of activity A.

Late Dates: The latest scheduled start and/or finish date assigned to a CPM scheduled activity.

Longest Path: In a Baseline Schedule, the Longest Path of the CPM schedule is a continuous series of activities starting from the first scheduled activity and ending with the last scheduled activity, that are linked in a logical sequence and where each activity in the sequence has the least value of total float in the schedule. If each of the longest path activities were assigned the same calendar, then each activity on the longest path would have the same value of total float. In an Updated Baseline Schedule (a baseline with actual progress recorded), the Longest Path will begin at the data date (also known as the cut-off date) and extend to the last activity scheduled in the Contract. The Contractor shall sequence work so that only one Longest Path is created in the Baseline or Updated Baseline schedule.

Negative Total Float: Also called Negative Float. The greatest number of days, stated as a negative number, that the Contract Completion Date is delayed. When an activity has negative total float, the activities with negative total float have early dates scheduled later than their late dates.

Planned Dates: Also called early and late dates.

P6: The scheduling software Primavera P6 Professional, produced by Oracle, Inc., which shall be used by the Contractor for all CPM scheduling tasks.

Preliminary Schedule: The Preliminary Schedule is a bar chart schedule submitted at the Pre-Construction Conference. Refer also to specification section 6.3.3.3.

Revised Baseline Schedule: The Baseline Schedule shall only be revised with the approval of CFX.

Total Float: Also called Float. The number of days an activity can be delayed without delaying the Contract completion date.

CFX and Contractor agree that float is not for the exclusive use or benefit of either the Contractor or CFX and must be used in the best interest of completing the Project on time. The Contractor agrees that: 1) float time may be used by CFX; and 2) there shall be no basis for a Project time extension as a result of any Project problem, change order or delay which only results in the loss of available positive float, or negative float that is greater that the most negative float in the CPM. The Contractor

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

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

1. Date delay began;

2. Date delay impact was resolved;

3. Detailed chronology of delay including the dates of all applicable notifications and submittals;

4. Specific critical activities affected and the dates of impact;

5. The activity durations used in the Time Impact Analysis shall be those reflected by the latest Project schedule update prevailing at the time of the initiation of the delay event.

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

Weather Event: As defined in 6.7.3

6.3.3.2 General Requirements for all Scheduling Tasks and Submittals:

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

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

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

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

6.3.3.3 Submission of the Preliminary Schedule:

The Contractor shall submit the following documents to CFX either at or prior to the Pre-construction conference.:

The Preliminary Schedule shall cover the entire scope of the Contractor's responsibilities for the entire Contract time. The Preliminary Schedule is either a CPM or a NON-CPM generated bar chart schedule. The Preliminary Schedule shall present the Contractor's general approach to the Project and show adequate detail for Work, procurement, and submittal and approval activities covering the first 120 days of Work from the First Chargeable Contract day. The remainder of the Contract time shall be represented by summary activities. On Contracts having an original Contract Time of less than 365 calendar days, a CPM schedule, in accordance with section 6.3.3.4, shall be submitted in lieu of a Preliminary Schedule.

Written Narrative: The written narrative shall explain the preliminary schedule's scope and approach to the Project in sufficient detail to demonstrate that the Contractor has a reasonable and workable plan to complete the Project within the Contract time allowed.

Geographical Layout of the Project: The geographical layout graphic of the project shall be suitable in size and content for presentation purposes. The Contractor shall also submit a copy of the geographical layout of the project in a legal landscape format.

Contractor's Oral Presentation: At the pre-construction conference, the Contractor shall show and refer to the geographical layout of the Project in an oral presentation of the Contractor's approach to performing the Work under the Contract. The Contractor's oral presentation shall conform to the format and content of the written narrative.

Within five (5) days after receipt of the Preliminary Schedule, CFX will either accept or reject the schedule. If the Preliminary Schedule is rejected, CFX and Contractor will meet within 3 days after notice of rejection at which time CFX will present the Contractor with a list of required changes to the Preliminary Schedule. The Contractor shall make the changes and submit a revised preliminary schedule acceptable to CFX within 3 days after receipt of the required changes.

Updating the Preliminary Schedule: The Contractor shall update each activity in the Preliminary Schedule with an actual start date, actual finish date, percent complete, and remaining duration through the data date each month until the Baseline Schedule is accepted by CFX. The cut-off date and submittal date for the Updated Preliminary Schedule shall be established by CFX and the Contractor shall submit the Updated Preliminary Schedule on that date. The Contractor shall include a written narrative with the Updated Preliminary Schedule explaining the progress made, any delays that have occurred, and work planned to be accomplished in the next month.

Retainage for Non-Submittal: If the Contractor fails to update the Preliminary Schedule and submit a written narrative, CFX may retain 10% of the Contractor's next Monthly Payment Request and 10% of each subsequent monthly payment request until the Contractor complies.

6.3.3.4 Submission of the CPM Baseline and Updated Baseline Schedules: The Contractor's CPM schedule shall be a detailed CPM schedule. The CPM schedule shall be generated by the latest version of Primavera (P6 Professional) by Oracle, Inc. The Contractor shall pay the scheduling software yearly maintenance fees and maintain scheduling software upgrades throughout the duration of the Contract. The Contractor shall use all default settings in Primavera P6 Professional for all schedule submittals. This includes using the "Retained Logic" setting for all calculations, unless CFX chooses to allow the use of the "Progress Override" setting. Each Baseline and Updated Baseline schedule submittal shall include all reports and graphics listed in specification section 6.3.3.4.9. All Baseline Schedule submittals shall also include the Logic Diagram required under Item number 4.

The Contractor shall submit to CFX two CDs with exported copies of the above schedules in ".xer" format. Other methods of electronic submittal may be approved by the CEI.

Schedule Submittal Deadlines: The Contractor shall prepare and submit a detailed CPM construction schedule. The schedule shall be prepared according to the specifications and submitted no later than 45 calendar days after the Notice to Proceed date. On Contracts having an original Contract Time of less than 365 calendar days, the schedule shall be submitted at or prior to the Pre-construction conference. The CEI shall have 30 calendar days from the Contractor's submittal date to review and notify the Contractor in writing of its findings. The Contractor shall have 15 calendar days from the date of the CEI's written notice to make all requested modifications to the schedule and re-submit the schedule.

Retainage for Non-Submittal: If the Contractor fails to submit a schedule that fully complies with the specifications within 90 calendar days from the Notice to Proceed date, CFX will automatically retain 10% of the Contractor's Current Period Monthly Payment Request amount in addition to other retainage.

CFX may retain an additional 10% of the Contractor's Period Monthly Payment Request amount for each successive month that the Contractor fails to submit any schedule on time in addition to other retainage. The Contractor must submit an Updated Baseline Schedule for each month of the Contract starting from the first chargeable day of the contract. The Due Date for the Updated Baseline Schedule shall be the Cut-Off Date established by CFX for submittal of the Contractor's Monthly Payment Request. The Due Date for the Updated Baseline Schedule may be changed from time to time by CFX. The Contractor's submitted schedule shall have a data date matching the cut-off date established by CFX.

Milestones: Construction and maintenance of traffic milestones, including completion of construction on roadway sections, building and removing temporary detours, bridges, traffic shifts, road closures and openings, and any contractually dictated interim milestones shall be adequately shown in the schedule.

Measurement of Progress: As the contract work progresses and the baseline schedule is updated with progress, each subsequent schedule update shall become the schedule upon which all Work progress will be measured.

6.3.3.4.1 CPM Activity Creation: Each schedule activity shall include the following detail in P6:

A.) ID Number - The format followed shall be uniform throughout the schedule. The activity number shall not exceed 6 digits.

B.) Original Duration (Working Days): No activity shall have a duration greater than 20 working days unless approved by CFX. However, activities such as long-term procurement, certain approvals and submittals may have durations greater than 20 working days or have a 7-day calendar assignment.

At the minimum, the schedule shall include, but not be limited to the following activities:

Bridge Activities:
Test Pile installation per bent per structure.
Production Pile installation per bent per structure.
Drilled shaft installation per pier per structure.
Pile caps per bent per structure.
Footings per pier per structure.
Columns per pier per structure.
Caps per pier per structure.
End bents per structure.
Beam or girder erection-span by span per structure.
Diaphragms.
Deck placement-span by span per structure.
Parapets-span by span per structure.
Roadway Activities:
Internal access and haul roads (location and duration in-place).
Utility relocation work by utility and by stationing and roadway.
Clearing and grubbing by stationing and roadway.
Excavation by stationing and roadway.
Embankment for each abutment location.
Embankment placed for each roadway by stationing and roadway.
Drainage by run with stationing and roadway.
Box Culvert or other large Pre-cast structure with stationing and roadway.
Reinforced Earth Wall leveling pad per bent per structure.
Reinforced Earth Wall per bent per structure.
Reinforced Earth Wall Coping per bent per structure.
Retaining walls by stationing and roadway.
Stabilization/Subgrade by stationing and roadway.
Limerock Base by stationing and roadway.
Asphalt Base by stationing and roadway.
Curb and Gutter by stationing and roadway.
Structural Pavement (asphalt and/or concrete) by stationing and roadway.
Bridge approach slabs per bridge and roadway.
Guardrail by stationing and roadway.
Slope pavement or riprap by stationing and roadway.
Roadway lighting by stationing and roadway.
Signing for each sign structure by stationing and roadway.
Striping by stationing and roadway.
Traffic signals by stationing and roadway.
Topsoil, sodding, seeding and mulching by stationing and roadway.
Landscaping by stationing and roadway.

Architectural Treatments.
Sound Walls.
Fiber Optic
Concrete Removal and Replacement.
Milling and Resurfacing.
Ponds.
Planter Walls.
Photovoltaic systems.
Integration of Photovoltaic and ITS systems.
Burn-In periods.
Tolls.

Building Activities:
Sitework, including, but not limited to clearing, excavation, storm and sanitary drainage, utility work, fill, grading, curb & gutter, sidewalks, asphalt and concrete paving, striping, retention pond excavation and grading, sodding.
Foundation work, including, but not limited to, piling, building pads, column, stem wall, slab work, conduit and piping.
Concrete work, including, but not limited to, stairwells, stairs, elevator shafts, tunnels.
Exterior Structures, including, but not limited to structural steel bridges, walkways, railings.
Exterior Walls, including, but not limited to, block, brick, pre-cast, poured-in-place concrete, wood and metal stud, stucco.
Roof, including, but not limited to, structural steel framing, wood framing, pre-cast, parapet walls, metal, poured-in-place, sheathing, underlayment, built-up, roof drainage, and soffits.
Exterior doors, windows, and store-front framing.
Interior Build-out, including, but not limited to, wood and metal stud, interior doors and windows, cabinetry, specialty work, drywall, insulation, sound proofing, carpet, tile, painting, furnishings, and miscellaneous finishes.
Electrical, including, but not limited to conduit, power supply, fixtures, wiring, finishes, and testing.
Plumbing, including, but not limited to, piping, sanitary sewer, water supply, fixtures, finishes, and testing.
HVAC, including, but not limited to, air handlers, compressors, duct work, finishes, and testing.
Fire Systems, including, but not limited to piping, sprinkler heads, and testing.

Security Systems, including, but not limited to, control panels, wiring, sensors, alarms, communications, and testing.

Specialty Work, including, but not limited to, elevators, escalators,

toll booth facilities, electronic toll equipment, conduit, wiring, voice and data communication systems, and testing.

The Contractor agrees to submit for acceptance a CPM baseline schedule showing Work commencing on the first chargeable Contract day and finishing on the last chargeable Contract day, thereby showing zero total float.

The Contractor shall sequence work so that only one Longest Path is created in the Baseline or Updated Baseline schedule.

The Contract Completion Date as defined in section 6.3.3.1 shall be entered into the Primavera Project Details window under "Project must finish by".

Mobilization Activities: Activities representing Contract pay item 1-101-1, Mobilization, shall be divided into 1 work activity with a duration no greater than 20 work days and 4 mobilization payment milestones that are revenue loaded according to the specification payment schedule as follows: 5% of Contract earned = 25% payment, 10% of Contract earned = 50% payment, 25% of Contract earned = 75% payment and 50% of Contract earned = 100% payment. The payment milestones should not be tied to any activities, but constrained by a "start no earlier than" constraint. The dates they are constrained to should be based on the early dates shown in the schedule cash flow tabular report by day generated by P6.

6.3.3.4.2 Activity Codes: The Contractor shall define and assign as appropriate, project-specific activity codes to allow for filtering, grouping, and sorting of activities by category to facilitate review and use of the Progress Schedule. The Contractor shall define the activity codes using the project-level option. The following are the minimum required activity codes and their values that are to be assigned to each activity in P6:

Phase: Shall have a field length of 4 characters. If the Project has more than one maintenance of traffic (M.O.T.) phase, each phase shall be identified. Each activity shall show which M.O.T. Phase it belongs to as shown in the Plans and Specifications.

Area: Shall have a field length of 6 characters. The Contractor shall create Area activity code values for each of the following areas. Each schedule activity shall have an assigned Area activity code value

Responsibility: Entity responsible for performing the work (i.e. CFX, Contractor, sub-Contractors, suppliers, utility companies, etc.).

Crew: Crew assigned to the work (i.e. Grading Crew #1, Drainage Crew #2, Pile Driving Crew, Concrete Crew, Paving Crew, Striping Crew, Signing Crew, etc.).

6.3.3.4.3 Activity Relationships: Relationships between activities shall be identified with the following information:

A. Activity ID - Shall not exceed 6 characters in length.
B. Predecessor and successor activity ID.
C. Relationship types:
FS -Finish to start
SS -Start to start
FF -Finish to finish
SF -Start to finish - This relationship is not allowed, unless authorized by CFX.
D. Lag -Negative lag is not allowed, unless authorized by CFX.

6.3.3.4.4 Schedule Constraints: All Contract milestone activities shall be constrained, as applicable, with a "Start On or After" (Early Start) date or "Finish On or Before" (Late Finish) date equal to the "Start No Earlier Than" or "Must Finish By" date specified in the Contract, except as specified below. The Contractor's use of schedule constraints not associated with Contract milestones is not allowed, unless approved by the CFX. The use of schedule constraints such as "Start On" or "Finish On" for the purpose of manipulating float or the use of schedule constraints that violate network logic such "Mandatory Start" or "Mandatory Finish" will not be allowed. When a schedule constraint is used, other than the schedule constraints specified herein, the Contractor shall provide explanation for the use of such constraint in the Progress Schedule or Progress Schedule Narrative.

Project Calendars: The Contractor shall define and assign as appropriate, project-specific calendar to each activity to indicate when the activity can be performed. The Contractor shall define the project calendars using the project-level option. The project calendars shall all use the same standard working hours per day, such as 8:00AM to 4:00PM. One of four calendars shall be used for each activity:

A. Calendar 1: shall be used for 5-day workweek activities: Monday through Friday. All holidays and non-work days shall be assigned to this calendar. This calendar shall be used for all normal Work activities. Calendar 1 shall be the default calendar.

B. Calendar 2: shall be used for 7-day workweek activities. No non-work days shall be entered into this calendar. Activities such as friction course curing shall use this calendar.

C. Calendar 3: shall be used for 7-day workweek activities. All holidays shall be entered into this calendar.

D. Calendar 4: shall be used for 6-day workweek activities. All holidays and non-work days shall be assigned to this calendar.

Additional calendars: May be assigned depending upon need. However, the Contractor shall consult with CFX before other calendars are entered and/or used in the Project schedule.

6.3.3.4.5 Revenue Loading the Schedule: Each Work activity in the schedule shall be revenue loaded using all the Contract pay items amounts related to the Work activity. Revenue shall be loaded using resources with the "Material" type. The Contractor shall verify that each pay item is represented in the schedule. The total of all revenue loading shall equal the Contract amount.

If the monthly payment requests do not reasonably agree with the monthly schedule updates/budgeted revenue of Work performed, CFX may request that the Contractor revise its revenue loading in the accepted baseline schedule and the most current updated baseline schedule. In addition, CFX may request that the Contractor revise its revenue loading in the accepted baseline and updated baseline schedules to incorporate all Supplemental Agreement changes affecting the Contract amount.

6.3.3.4.6 Updating the Baseline Schedule

Monthly Schedule Update Meetings: Monthly Schedule Update meetings shall be set by CFX and shall be transmitted to the Contractor by written notice.

CFX will establish a schedule cut-off date for each month of the Contract.

The updated baseline schedule, project progress, issues, delays, claims, planned Work, Contractor's monthly pay estimate, and baseline schedule revisions shall be among the priority items addressed in detail.

Schedule Update Process: The schedule update process shall include updating the activity actual start and finish dates, percent completion, remaining duration, and adjusting schedule logic to correct for activities being performed out of sequence, adjusting resource

allocations for activities, and changing the calendar assignments to activities as needed. The Contractor must submit evidence to CFX that any revision to schedule logic, resources, or calendar assignment is a logical, reasonable, and necessary change. If CFX decides that the revision is not sufficiently supported and does not serve a useful purpose, CFX shall request that the Contractor remove the revision from the schedule update, and the Contractor shall comply. The Contractor shall not change an activity original duration for any reason.

6.3.3.4.7 Revisions to the Baseline Schedule

1. Revisions to the accepted Baseline Schedule are only to be made at the request of CFX. CFX will request in writing that the Contractor submit a proposed revision to the Accepted Baseline Schedule to incorporate a Board Approved Supplemental Agreement.

2. The Contractor shall have fifteen calendar days from receipt of CFX's request to submit a proposed revision to the Accepted Baseline Schedule.

3. The Contractor's proposed revision shall include all transmittals, reports, diagrams, and bar charts listed in specification section 6.3.3.4.8, unless CFX requests otherwise in writing.

4. The Contractor shall submit two Schedule Comparison reports. The first report shall be a comparison between the Accepted Baseline Schedule and the Revised Baseline Schedule. The second report shall be a comparison between the current updated baseline schedule and the proposed updated baseline schedule containing the proposed revision to the accepted baseline schedule.

5. In its required narrative report, the Contractor shall state whether or not the proposed changes affect the critical path of the schedule.

6. CFX shall have 15 calendar days to review and transmit a written notice of acceptance or rejection of the Contractor's proposed revision. If CFX rejects the proposed revision, CFX shall state the reasons for rejection in the written notice. The Contractor shall have 5 calendar days to re-submit the proposed revision to CFX.

7. If the Contractor fails to submit a proposed revision that is accepted by CFX within 45 calendar days from CFX's original request date, CFX reserves the right to retain 10% of each of the Contractor's monthly payment requests until the Contractor submits a proposed revision that is accepted by CFX.

8. Upon CFX's review and acceptance, the proposed revision shall become the accepted baseline schedule. The Contractor shall incorporate the revision into the next baseline schedule update.

6.3.3.4.8 Schedule Submittals: Each baseline, revised baseline, and updated baseline schedule submittal shall include the following documents, unless CFX sends and the Contractor receives a written request to limit the submittal to certain documents for a specific submittal.

1. Transmittal: Shall be signed by the Contractor's Schedule Engineer or Resident Engineer. Shall contain the following information:

   Submittal date.
   Contractor Name.
   Complete CFX Contract Number.
   Project Description.
   Contract Resident Engineer.
   Four character P6 Project Number - Data Date

2. Schedule Update Narrative Report: The Contractor shall prepare a written narrative to accompany the required reports and graphics for the schedule update submittal. The narrative shall have the following sections:

   Schedule Status: The Schedule Status shall be a written narrative explaining the progress during the month in sufficient detail and referencing specific activities including longest path activities, milestones, design issues, means and methods issues, out of sequence activities, and actual production rates for various types of Work performed by the crews loaded as resources in the schedule.

   Delays: If the Contractor has experienced any delay, the Contractor shall explain what activities in the current period were affected by the delay and what caused the delay and how the Contractor intends to address the delay.

   Milestone Comparisons: Current period projected milestone dates versus previous period projected milestone dates, and current period projected contract completion date versus previous period projected contract completion date.

3. Schedule Comparison Report: The Contractor shall submit to CFX a detailed report showing all changes to the Project schedule since the previous monthly update, including, but not limited to the following information:

Activities worked out of sequence.
Changes in Total Float.
Changes in Early and Late Dates.
Changes in Original and Remaining Duration.
Changes in Activity Constraints.
Changes in Activity Predecessors, Successors, Relationship Type, and Lags.
Changes in Activity Resource Assignments.
Changes in Activity Cost Loading.
Changes in Activity percent completion.
Changes in Longest Path Activities.

Longest Path Bar chart: Bar chart shall be time scaled and filtered on the Longest Path activities and sorted by early start.

Area Code Bar chart: Bar chart shall be time scaled and sorted by area code. The bar chart shall include:

A. Each activity on a single line containing ID number, activity description, and a bar representing activity original duration, early start dates, early finish dates, late start dates, late finish dates and total float.

B. Key to identify all components in the bar chart and CPM.

C. Key to identify all the abbreviations used.

4. Revenue Loading Report: The Contractor shall submit to CFX a report entitled "Revenue Loading Report". The report shall include the following information:

A. Activity ID number
B. Description of activity
C. List of pay items included in activity including:
    1. Pay item number
    2. Pay item description
    3. Quantity of pay item to be applied
    4. Unit measure of pay item
    5. Unit-price of pay item
    6. Total price for pay item to be applied
D. Total revenue loading of activity (Sum of "C")

5. Revenue Flow Diagram: For any baseline Schedule, the Contractor shall submit to CFX a Revenue Flow Diagram by month. The Revenue Flow Diagram shall show the early and late curves

representing the accumulated projected dollars to be earned for each month of the Contract.

6. Tabular Revenue Report: For any Baseline Schedule, the Contractor shall submit a Tabular Revenue Report by day. The tabular report shall show columns for the accumulated and incremental projected dollar amounts to be earned on the early and late curve for each Contract day.

7. P6 Schedule Backup: The Contractor shall submit to CFX two copies of each baseline, revised baseline, and updated baseline schedule exported in ".xer" format. The files shall be submitted on compact disk (cd) or via the electronic submittal process approved by the CEI. Each submission shall have a typed label showing the following information:

    Contractor name
    The complete CFX Project number
    The four character P6 project number
    Data Date in format -> "01JAN15"
    Volume number _of _ total volume numbers (e.g., 1 of 5, 2 of 5)

8. Paper Sizes and Orientation: All printed reports shall be submitted on 8" x 11" portrait-bond paper. All printed bar charts and revenue flow diagrams shall be submitted on 8" x 11" landscape bond paper. All presentation layouts and logic diagrams shall be plotted in color with a color design jet plotter and submitted on ANSI E (34-inch x 44-inch) size coated paper.

6.3.3.4.9 Two Week Look Ahead Schedule: The Contractor shall submit a two-week look-ahead bar chart schedule produced in Microsoft Excel (or similar program) on a weekly basis. This schedule shall be submitted in advance of and reviewed at weekly progress meeting.

The look ahead schedule shall show at least one week behind for actual Work performed and two weeks ahead for planned Work. Activity IDs from the currently accepted CPM schedule shall be reflected and all major Work in progress shall be represented on the look ahead schedule. Identify all activities on the critical path.

The bar chart shall be date synchronized to the CEI's Weekly Summaries.

Changes and revisions that require the approval of CFX shall be brought forward for discussion.

6.3.3.4.10 Adjustments to Contract Time:

1. The Contract Completion Date shall not be changed in any schedule unless CFX approves a Supplemental Agreement granting an extension to the Contract Time.

2. The Contractor has the right to finish the Contract early; however, the Contractor agrees that any impact to the projected early completion date does not justify a request for a time extension because it would constitute changing the Contract completion date to match the Contractor's projected early completion date. Any float available as a result of a schedule showing early completion shall be considered project float for joint use by CFX and the Contractor.

3. The Contractor acknowledges and agrees that for purposes of considering a time extension request, a schedule activity shall not be considered to have been subject to a claimed delay unless all originally and presently scheduled predecessor activities have been completed so that no other restraints to the performance of that activity exist in the CPM schedule at the time claimed for the delay impact. The Contractor agrees that a Contract time extension request shall only be considered for one of the following reasons:

   A. The Contractor performed Extra Work that met all of the following conditions:

      1. CFX stated that the Extra Work was not to be performed concurrently with other Contract Work.

      2. The Extra Work delayed the Contract Completion Date.

      3. The Extra Work impacted one or more activities on the current CPM schedule longest path.

   B. The Contractor experienced an Excusable Delay, as defined in subarticle 6.7.3.1, that met all of the following conditions:

      1. The Contract Completion Date was delayed due to circumstances beyond the control of the Contractor.

      2. The Contractor took every reasonable action to prevent the delay.

      3. The delay impacted one or more activities on the current CPM schedule longest path.

4. The Contractor agrees that there shall be no basis for a Contract Time extension as a result of any Contract problem, Supplemental Agreement, or delay, which only results in the loss of available positive float, or an increase of negative float belonging to activities that do not reside on the CPM schedule's Longest Path.

6.3.3.4.11 Supplemental Agreements: Supplemental Agreements shall include a time impact analysis from the Contractor as to the effect of the requested change on the detailed schedule. In cases where the requested change has no impact on the Project duration, the time impact analysis shall still be included. The time impact analysis shall include a listing of the activities that are affected by the requested changes and an analysis of the change on the longest path of the detailed schedule. The Contractor and the CEI shall agree upon the impact to the schedule before a Supplemental Agreement is approved.

The approved Supplemental Agreements shall be incorporated into the next monthly schedule update.

6.3.3.4.12 Adjustment to the Contract Time: Adjustments to the Contract time are detailed in subarticle 6.7.3.

6.3.3.4.13 CPM Recovery Schedule: Should any of the following conditions exist, the Contractor shall, at no extra cost to CFX, prepare a CPM Recovery Schedule, which shall be submitted in addition to a Progress-Only schedule update of the same data date:

1. Should the Contractor's monthly progress review indicate that a CPM Recovery Schedule is required;

2. Should the CPM schedule show the Contractor to be thirty (30) or more days behind schedule at any time during the construction period;

3. Should the Contractor request to make changes in the logic of the CPM schedule which, in the opinion of CFX, are of a major nature.

The same requirements and submittals for the CPM Recovery Schedule shall apply as the original baseline schedule.

6.3.4 Beginning Work: See Article 6.7 below.

6.3.5 Provisions for Convenience of the Public: The Contractor shall schedule operations to minimize any inconvenience to adjacent businesses, vehicular or pedestrian traffic or residences. CFX reserves the right to direct the Contractor as to the performance and scheduling of Work in any areas along the Project where restrictions caused by construction operations present significant hazards to the health and safety of the general public.

When working adjacent to or over travel lanes, the Contractor shall ensure that dust, mud and other debris from Contractor's operation does not interfere with normal traffic operations or adjacent properties. All debris shall be removed from the Work area and clear zone of the Project before Work ends for the day. Trash shall be picked up and removed daily from the job by the Contractor.

6.3.6 Pre-Construction Conference: Prior to Contractor's commencement of Work on the Project, the CEI will schedule a pre-construction conference with the Contractor, utility companies and other affected parties to review the proposed Work activities and schedule of events.

6.4 Limitations of Operations

6.4.1 Night Work: In all areas where Work is being performed during the hours of dusk or darkness, the Contractor shall furnish, place and maintain lighting facilities capable of providing light of sufficient intensity (5 foot-candles minimum) to permit good workmanship and proper inspection at all times. The lighting shall be arranged so as not to interfere with or impede traffic approaching the Work site(s) from either direction or produce undue glare to property owners and traveling public.

Lighting of Work site(s) may be accomplished using any combination of portable floodlights, standard Equipment lights, existing street lights, temporary street lights, etc., that will provide the proper illumination. The Contractor shall provide a light meter to demonstrate that the minimum light intensity is being maintained. The Contractor shall provide sufficient fuel, spare lamps, generator, etc., to maintain lighting of the Work site.

The Contractor's lighting plan shall provide for and show the location of all lights necessary for every aspect of Work to be done at night. The plan shall be presented on standard size roadway plan sheets (no larger than 24" x 36") and on a scale of either 100' or 50' to the inch. The Contractor's lighting plan shall be submitted to the CEI for review and approval at least 10 days prior to beginning any night Work. The CEI may require that modifications be made to the lighting setup to fit field conditions.

The Contractor shall furnish and place variable message signs to alert approaching motorists of lighted construction area(s) ahead.

The Contractor's pickups and automobiles used on the Project shall be provided with amber flashing lights or flashing white strobe lights. These lights shall be in operation at all times while in the Project limits and/or Work area.

The Contractor's Equipment shall be provided with a minimum of four square feet of reflective sheeting or flashing lights that will be visible to approaching motorists.

The Contractor shall provide its personnel with reflective safety vests. The Contractor shall ensure that all Subcontractors are also provided with reflective safety vests. Vests shall be worn at all times while workers are within the Work area.

The Contractor shall use padding, shielding or locate mechanical and electrical Equipment to minimize noise as directed by the CEI. Noise generated by portable generators shall comply with all applicable Federal, State and local environmental regulations.

The Contractor shall have a superintendent present to control all operations involved during night Work. The superintendent shall maintain contact with the CEI and ensure that all required actions are taken to correct any problem noted.

All required traffic control devices such as signs, stripes, etc., shall be in place before the Contractor commences Work for the night and before the Contractor leaves the Work site the next morning.

Work operations that result in traffic delays more than five minutes may be temporarily suspended by the CEI to minimize the impact on the traveling public.

No private vehicles shall be parked within the limited access right of way.
The Contractor's Worksite Traffic Supervisor shall continually and adequately review traffic control devices to ensure proper installation and working order, including monitoring of lights.

Compensation for lighting for night Work shall be included in the Contract prices for the various items of the Contract. All lighting Equipment for night work shall remain the property of the Contractor.

6.4.2 Sequence of Operations: The Contractor shall not start new Work that will adversely impact Work in progress. Under such circumstances, CFX reserves the right to require the Contractor to finish a section on which Work is in progress before Work is started on any new section.

6.4.3 Interference with Traffic: The Contractor shall at all times conduct the Work in such a manner and such sequence as to ensure the least practicable interference with traffic. The Contractor's vehicles and other Equipment shall be operated in such a

manner that they will not be a hazard or hindrance to the traveling public. Materials stored along the roadway shall be placed to minimize obstruction to the traveling public.

Where existing pavement is to be widened and stabilizing is not required, the Contractor shall schedule operations such that at the end of each workday the full thickness of the base for widening will be in place. Construction of the widening strips will not be permitted simultaneously on both sides of the road except where separated by a distance of at least one-fourth of a mile along the road, where either the Work of excavation has not been started or the base has been completed.

6.4.4 Coordination with Other Contractors: The right is reserved by CFX to have other work performed by other contractors and to permit public utility companies and others to do work during the construction of and within the limits of or adjacent to the Project. The Contractor shall arrange the Work and dispose of Materials so as not to interfere with the operations of other contractors engaged upon adjacent work and shall perform the Work in the proper sequence in relation to that of other contractors and shall join with and connect to the work of others as required by the Plans and Specifications all as may be directed by the CEI.

Contractor shall be responsible for any damage done by Contractor's operations to the work performed by other contractors. Similarly, other contractors will be held responsible for damage caused their operations to the Contractor's Work. The Contractor agrees to make no claims against CFX for additional compensation due to delays or other conditions created by the operations of such other parties. Should a difference of opinion arise as to the rights of the Contractor and others working within the limits of, or adjacent to, the Project, CFX will decide as to the relative priority of all concerned.

6.4.5 Drainage: The Contractor shall conduct operations and maintain the Work in such condition that adequate drainage will be in effect at all times. Existing functioning storm sewers, gutters, ditches and other runoff facilities shall not be obstructed.

6.4.6 Fire Hydrants: Fire hydrants on or adjacent to the roadway shall be kept accessible to fire apparatus at all times and no material or obstruction shall be placed within 15 feet of any such hydrant.

6.4.7 Protection of Structures: Heavy Equipment shall not be operated close enough to pipe headwalls or other structures to cause their displacement.

6.4.8 Fencing: The Contractor shall expedite the installation of fencing at those locations where, in the opinion of the CEI, such installation is necessary for the protection, health, and safety of the public. All fencing shall be maintained by the Contractor at all times. Fence cuts shall be immediately replaced. All fence removed during any one working day shall be replaced during that same day. While the fence is down, continuous security shall be provided by the Contractor to ensure that no pedestrians

or vehicles enter or exit the roadway from the temporarily unfenced area. Specific attention shall be given to prevent any persons, animals, or vehicles moving from adjacent private property onto the roadway right-of-way.

6.4.9 Hazardous or Toxic Waste: When the Contractor's operations encounter or expose any abnormal condition which may indicate the presence of a hazardous substance, toxic waste or pollutants such operations shall be discontinued in the vicinity of the abnormal condition and the CEI shall be notified immediately. The presence of tanks or barrels; discolored earth, metal, wood, groundwater, etc.; visible fumes; abnormal odors; excessively hot earth; smoke; or other conditions which appear abnormal may be indicators of hazardous or toxic wastes or pollutants and shall be treated with extraordinary caution.

Every effort shall be made by the Contractor to minimize the spread of any hazardous substance, toxic waste or pollutant into uncontaminated areas.

The Contractor's operations in the affected area shall not resume until so directed by the CEI.

Disposition of the hazardous substance, toxic waste or pollutant shall be made in accordance with the laws, requirements and regulations of any local, state, or federal agency having jurisdiction. Where the Contractor performs Work necessary to dispose of hazardous substance, toxic waste or pollutant and the Contract does not include pay items for disposal, payment will be made, when approved in writing by a Supplemental Agreement, prior to the Work being performed.

6.4.10 Milling: The Contractor shall provide positive drainage of the remaining pavement after milling. This operation shall be done prior to opening to traffic.

The Contractor shall provide suitable transitions between milled areas of varying thickness in order to create a reasonably smooth longitudinal riding surface. In addition, the Contractor shall provide suitable transitions approaching all bridge ends at all times.

Wedges for Longitudinal and Transverse Joints: Asphalt Wedges for longitudinal and traverse joints shall be one foot wide or long, respectively, for each 1/4 inch of depth. The wedge must be installed prior to opening the lane to traffic.

The Contractor shall plan milling operations so that any lane milled will be repaved prior to opening to traffic.

6.5 Qualifications of Contractor's Personnel

The Contractor shall ensure that all of its employees are competent, careful, and reliable. All workers shall have the skills and experience necessary to properly perform the Work assigned and as required by the Plans and Specifications.

If, in the opinion of CFX, any person employed by the Contractor, or any Subcontractor, is not qualified to perform the Work or is insubordinate, disorderly, disrupts or is detrimental to the progress of the Work, such person shall be immediately removed from the Project by the Contractor upon written direction from CFX. Such person shall not be employed again on the Project without the written permission of CFX. If the Contractor fails to immediately remove such person, CFX may, at its sole discretion, withhold payments due or which may become due, or may suspend the Work until the person is removed. The Contractor shall indemnify and hold harmless CFX, its agents, consultants, officials and employees from any and all claims, actions or suits arising from such removal, discharge or suspension of a Contractor employee based on the direction of CFX.

6.6 Temporary Suspension of Contractor's Operations

6.6.1 Authority to Suspend Contractor's Operations: CFX, at its sole discretion, may suspend the Contractor's operations, wholly or in part, for such period(s) as CFX deems necessary. These periods of suspension may include adverse weather conditions, catastrophic occurrences and heavy traffic congestion caused by special events. Written notice, giving the particulars of the suspension, will be transmitted to the Contractor by CFX.

6.6.2 Prolonged Suspensions: If the suspension of operations is for an indefinite period of time, the Contractor shall store all Materials in such a manner that they will not become damaged or obstruct or impede the traveling public unnecessarily. The Contractor shall take reasonable precautions to prevent damage to or deterioration of the Work performed, shall provide suitable drainage of the roadway by opening ditches, shoulder drains, etc., and shall provide all temporary structures necessary for public travel and convenience.

6.6.3 Permission to Suspend Operations: The Contractor shall not suspend operations or remove Equipment or Materials necessary for the completion of the Work without the permission of CFX. All requests for suspension of the Contract time shall be in writing to CFX and shall identify specific dates to begin and end.

6.6.4 Suspension of Contractor's Operations - Holidays: Unless the Contractor submits a written request to work on a holiday at least ten days in advance of the requested date and receives written approval from the CEI, the Contractor shall not work on the following days: Martin Luther King, Jr. Day; Memorial Day; the Saturday and Sunday immediately preceding Memorial Day; Independence Day; Independence Day (Observed); Labor Day; the Friday, Saturday, and Sunday immediately preceding Labor Day; Veterans Day; Veterans Day (Observed); the Wednesday immediately preceding Thanksgiving Day; Thanksgiving Day; the Friday, Saturday and Sunday immediately following Thanksgiving Day; and December 24 through January 2, inclusive. Contract Time will be charged during these holiday periods regardless of whether or not the Contractor's operations have been suspended. The Contractor is not entitled to any additional compensation for suspension of operations during such holiday periods.

During such suspensions, the Contractor shall remove all Equipment and Materials from the clear zone, except those required for the safety of the traveling public and retain sufficient personnel at the job site to properly meet the requirements of Sections 102 and 104 of the Technical Specifications. The Contractor is not entitled to any additional compensation for removal of Equipment from clear zones or for compliance with Section 102 and Section 104 during such holiday periods.

Any special events known to CFX that may impact Contractor operations are shown on the Plans.

6.7 Contract Time

6.7.1 General: The Contractor shall complete the Work in accordance with the Plans and Specifications and within the Contract Time specified in the Special Provisions including approved extensions.

For scheduling purposes, the Contractor shall take into consideration holidays and all weather conditions (except those listed in subarticle 6.7.3) that may be encountered during the performance of the Work.

The effect on job progress of utility relocations and adjustments and scheduling of construction operations to maintain traffic shall also be considered by the Contractor in the scheduling of Contract time.

6.7.2 Date of Beginning of Contract Time: The date on which Contract time will begin shall be the date of notice to begin Work or as specified in the Notice to Proceed.

6.7.3 Adjusting Contract Time:

6.7.3.1 Contract Time Extension: CFX has established an allowable Contract duration, in terms of calendar days, sufficient to complete the Work covered by the Contract. By execution of the Contract, the Contractor agrees that the calendar days are sufficient to perform the Work and it has priced its bid considering the Contract duration. If the Contractor's Work (which Work is actually on the critical path) is impacted by one or more of the following events, CFX may (but is not obligated to) consider approving an extension of time:

1. War or other act of public enemies.

2. Riot that would endanger the well-being of Contractor's employees.

3. Earthquake.

4. Unpredictable acts of jurisdictional governmental authorities acting outside the scope of current laws and ordinances.

5. Hurricane (or other weather event) but only if the weather event results in the declaration of an emergency by the Governor of the State of Florida within the geographical area which includes the Work area.

6. Utility relocation and adjustment Work only if all the following criteria are met:

   a. Utility work actually affected progress toward completion of Work on the critical path.

   b. The Contractor took all reasonable measures to minimize the effect of utility work on critical path activities including cooperative scheduling of his operations with the scheduled utility work.

7. Temperature restrictions that prohibit placement of friction course (FC-5 only) provided all other Work is completed.

8. Epidemics, pandemics, quarantine restrictions, strikes (unless caused or provoked by actions of the Contractor, or its subcontractors, or its materialmen, or its suppliers or its agents), freight embargoes.

9. Impacts to the critical path caused by other contractors.

10. Punch List is not furnished by the CEI in accordance with the applicable timelines provided in Section 218.735(7), Florida Statutes.

Time will not be granted for inclement weather other than as provided for in this section. In submitting a request for time extension, the Contractor shall comply with the following requirements:

1. Notify CFX in writing of the occurrence of a delay event within 48 hours of the beginning of the event.

2. Furnish a detailed written explanation of the impact of the delaying event on the scheduled Work with supporting documentation in the form of job records.

3. Provide proof that the Contractor has taken all necessary steps to protect the Work, the Contractor's employees, Materials and Equipment from the effects of the event.

CFX will consider the delays in delivery of materials or component equipment that affect progress on a controlling item of work as a basis for granting a time extension if such delays are beyond the control of the Contractor or supplier. Such delays may include an area-wide shortage, an industry-wide strike, or a natural disaster that affects all feasible sources of supply. In such cases, the Contractor shall furnish substantiating letters from a representative number of manufacturers of such materials or equipment clearly confirming that the delays in delivery were the result of an area-wide shortage, an industry-wide strike, etc. No additional compensation will be made for delays caused by delivery of materials or component equipment.

CFX will not consider requests for time extension due to delay in the delivery of custom manufactured equipment such as traffic signal equipment, highway lighting equipment, etc., unless the Contractor furnishes documentation that the Contractor placed the order for such equipment in a timely manner, the delay was caused by factors beyond the manufacturer's control, and the lack of such equipment caused a delay in progress on a controlling item of work. No additional compensation will be paid for delays caused by delivery of custom manufactured equipment.

6.7.3.2 An extension of time (rather than monetary compensation) will be the Contractor's sole and exclusive remedy in the event that an extension of time is justified under subarticle 6.7.3.1. The Contractor shall not be entitled to damages when an extension of time is permitted or granted under said subarticle.

6.8 Failure of Contractor to Maintain Satisfactory Progress

6.8.1 General: Time is of the essence of the Contract. Unsatisfactory progress will be deemed to have occurred when:

1. The allowed Contract time for performing the Work has expired and the Contract Work is not complete; or

2. The specified time or date for performing a special milestone stage of the Work (as may be set forth in the Special Provisions) has expired and the Work for that milestone stage is not complete; or

3. The allowed Contract time has not expired and the net dollar value of completed Work (gross earnings less payment for stockpiled Materials) is 15 percentage points or more below the dollar value of Work that should have been completed according to the accepted working schedule for the Project. The dollar value of Work, which should have been completed, is defined as the average between the early start and late start scheduled earnings according to the approved working schedule. After falling 15 percent behind, the delinquency continues until the dollar value of Work is within 5 percentage points of the dollar value of Work that should be completed according to the accepted working schedule for the Project.

In addition to the retainage specified in Article 7.6 of these General Specifications, retainage may also be withheld on partial payments at any time throughout the duration of the Contract due to unsatisfactory progress. The amount of retainage withheld will be one (1) percent of the gross amount earned for the month for every one (1) percent the project is below the dollar value of the Work that should have been completed according to the accepted working schedule for the Project. Retainage held due to unsatisfactory progress will be returned once the delinquency has been cured.

6.9 Default and Termination of Contract

6.9.1 Determination of Default: CFX will give notice in writing to the Contractor and Contractor's surety of such delay, neglect, or default for any of the following:

a. If the Contractor fails to begin the Work under the Contract within the time specified in the Notice to Proceed or;
b. fails to perform the Work with sufficient workmen and Equipment or with sufficient Materials to assure the prompt completion of the Contract as related to the schedule or;
c. performs the Work unsuitably or neglects or refuses to remove Materials or;
d. to perform anew such Work as may be rejected as unacceptable and unsuitable or;
e. discontinues the prosecution of the Work or;
f. fails to resume Work which has been discontinued within a reasonable time after notice to do so or;
g. fails to pay timely its subcontractors, suppliers or laborers or;
h. submits a false or fraudulent Certificate of Disbursement of Previous Payments form or;
i. becomes insolvent or is declared bankrupt or;
j. files for reorganization under the bankruptcy code or;
k. commits any act of bankruptcy or insolvency, either voluntarily or involuntarily or;
l. allows any final judgment to stand against it unsatisfied for a period of ten calendar days or;
m. makes an assignment for the benefit of creditors or;
n. for any other cause whatsoever, fails to carry on the Work in an acceptable manner or;
o. if the surety executing the bond, for any reasonable cause, becomes unsatisfactory in the opinion of CFX. or;
p. Failure to ensure that D/M/WBE firms have the maximum opportunity to participate in performance of the Contract shall constitute failing to prosecute the Work in an acceptable manner.

If the Contractor, within a period of 10 calendar days after the notice described above, does not proceed to correct the default, CFX may give notice of default in writing to the Contractor and the surety stating the nature of the default and providing the amount of time which will be allowed to correct the default.

If the Contractor (within the curative period described in the notice of default) does not correct the default, CFX will have full power and authority to remove the Work from the Contractor and to declare the Contract in default and terminated.

If the Contract is declared in default, CFX may require the Contractor's surety to take over and complete the Contract performance. Upon the failure or refusal of the surety to assume the Contract within the time demanded, CFX may take over the Work covered by the Contract.

CFX shall have no liability for profits related to unfinished Work on a Contract terminated for default.

6.9.2 Public Interest Termination of Contract: CFX may, by written notice, terminate the Contract or a portion thereof after determining that, for reasons beyond either CFX or Contractor control, the Contractor is prevented from proceeding with or completing the Work as originally contracted for, and that termination would therefore be in the public interest. Such reasons for termination may include but need not be necessarily limited to, executive orders of the President relating to prosecution of war or national defense, national emergency which creates a serious shortage of Materials, orders from duly constituted authorities relating to energy conservation and restraining order or injunctions obtained by third-party citizen action resulting from national or local environmental protection laws or where the issuance of such order or injunction is primarily caused by acts or omissions of persons or agencies other than the Contractor.

When the Contract or any portion thereof, is terminated (as aforesaid) before completion of all items of Work in the Contract, payment will be made for the actual number of units or items of Work completed, at the Contract unit price or as mutually agreed for items of Work partially completed. No claims for loss of anticipated profits will be considered.

Reimbursement for mobilization expenses (when not otherwise included in the Contract), including moving Equipment to the job, will be considered where the volume of Work completed is too small to compensate the Contractor for these expenses under the Contract unit prices; the intent being that an equitable settlement will be made with the Contractor.

Acceptable Materials procured by the Contractor for the Work, that have been inspected, tested, and approved by CFX and that are not incorporated in the Work, may be purchased from the Contractor at actual cost, as shown by receipted bills and actual cost records, at such points of delivery as may be designated by CFX.

Termination of the Contract or a portion thereof, under the provisions of this subarticle, shall not relieve the Contractor of Contractor's responsibilities for the completed portion nor shall it relieve Contractor's surety of its obligation for, and concerning any just claims arising out of, the Work performed.

CFX may also, upon seven days written notice to the Contractor, without cause and without prejudice to any other right or remedy of CFX, elect to terminate the Contract. In such case, the Contractor will be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, in accordance with existing pay items;

2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, Materials or Equipment as required by the Contract Documents in connection with uncompleted Work, plus mutually agreeable sums for overhead and profit on such expenses.

The Contractor shall not be paid because loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

6.9.3 Completion of Work by CFX: Upon declaration of default and termination of the Contract, CFX will have the right to appropriate or use any or all Materials and Equipment on the sites where Work is or was occurring which are suitable and acceptable and may enter into agreements with others for the completion of the Work under the Contract or may use other methods which in the opinion of CFX are required for Contract completion. All costs and charges incurred by CFX because of or related to the Contractor's default (including the costs of completing Contract performance) shall be charged against the Contractor. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the Contractor and the surety shall be jointly and severally liable and shall pay CFX the amount of the excess.

6.10 Liquidated Damages for Failure to Complete the Work

6.10.1 Liquidated Damages for Failure to Complete the Work: The Contractor shall pay to CFX liquidated damages in the amount specified in the Special Provisions per calendar day for failure of the Contractor to complete the Work within the Contract time stipulated or within such additional time as may have been granted by CFX.

6.10.2 Determination of Number of Days of Default: Default days shall be counted in calendar days.

6.10.3 Conditions Under Which Liquidated Damages are Imposed: If the Contractor (or in circumstance of the Contractor default, the surety) fails to complete the Work within the Contract time stipulated or within such extra time as may have been granted by CFX, the Contractor (or the surety) shall pay to CFX, not as a penalty but as liquidated damages, the amount due.

6.10.4 Right of Collection: CFX reserves the right, at its sole option, to apply as payment on liquidated damages due any money which is due the Contractor by CFX.

6.10.5 Allowing the Contractor to Finish Work: Allowing the Contractor to continue and to finish the Work or any part of it, after the expiration of the Contract time allowed, including time extensions, shall in no way act as a waiver on the part of CFX of the liquidated damages due under the Contract.

6.10.6 Liability for Liquidated Damages: In the event of default of the Contract and the completion of the Work by CFX, the Contractor and the Contractor's surety shall be liable for the liquidated damages under the Contract. No liquidated damages shall be chargeable for any delay in the final completion of the Work due to any unreasonable action or delay on the part of CFX.

6.11 Release of Contractor's Responsibility

The Contract will be considered completed when all Work has been finally accepted, in writing, by CFX. The Contractor will then be released from further obligation except as set forth in the Public Construction Bond and as provided in subarticle 3.9.5, Recovery Rights Subsequent to Final Payment.

6.12 Recovery of Damages Suffered by Third Parties

In addition to liquidated damages, CFX may recover from the Contractor amounts paid by CFX for damages suffered by third parties unless the failure to timely complete the Work was caused by CFX acts or omissions.

6.13 Express Warranty

The Contractor warrants and guarantees the Work to the full extent provided for in and required by the Contract Documents. Without limiting the foregoing or any other liability or obligation with respect to the Work, the Contractor shall, at its expense and by reason of its express warranty, make good any faulty, defective, or improper parts of the Work discovered within one (1) year from the date of final acceptance of the Project, expressed in writing, by CFX. The Contractor also warrants that all materials furnished hereunder meet the requirements of the Contract Documents and expressly warrants that they are both merchantable and fit for the purpose for which they are to be used under the Contract Documents.

Should any subcontractor or material supplier of Contractor provide an express warranty for its work or materials to the Contractor which is thereafter assigned to CFX or provide a warranty for its work or materials directly to CFX, such warranty shall not preclude CFX from the exercise of any alternative means of relief against Contractor, whether contractual, extra-contractual, statutory, legal or equitable.

END OF SECTION 6

SECTION 7 - MEASUREMENT AND PAYMENT

7.1 Measurement of Quantities

7.1.1 Measurement Standards: Unless otherwise stipulated, all Work completed under the Contract shall be measured by CFX according to United States Standard Measures.

7.1.2 Method of Measurements: All measurements shall be taken horizontally or vertically unless otherwise stipulated. Consistent with this, any corrugations, rustications, or deviations in texture will not be quantified for surface area measurement and payment.

7.1.3 Determination of Pay Areas:

7.1.3.1 Final Calculation: In measurement of items paid for on the basis of area of finished Work, where the pay quantity is determined by calculation, the lengths and/or widths used in the calculations shall be either 1) the station to station dimensions shown on the Plans, 2) the station to station dimensions actually constructed within the limits designated by CFX or 3) the final dimensions measured along the surface of the completed Work within the neat lines shown on the Plans or designated by CFX. The method or combination of methods of measurement shall be those that reflect, with reasonable accuracy, the actual plane surface area, irrespective of surface and texture details of the finished Work as determined by CFX.

7.1.3.2 Plan Quantity: In measurement of items paid for on the basis of area of finished Work, where the pay quantity is designated to be the plan quantity, the final pay quantity shall be the plan quantity subject to the provisions of subarticle 7.3.2. In general, the plan quantity shall be calculated using lengths based on station to station dimensions and widths based on neat lines shown on the Plans.

7.1.4 Construction Outside Authorized Limits: Except where such Work is performed upon written instruction of CFX, no payment will be made for surfaces constructed over a greater area than authorized or for material moved from outside of slope stakes and lines shown on the Plans.

7.1.5 Truck Requirements:

The Contractor shall certify that all trucks used have a manufacturer's certification or permanent decal showing the truck capacity rounded to the nearest tenth of a cubic yard placed on both sides of the truck. The capacity shall include the truck body only and any side boards added shall not be included in the certified truck body capacity.

7.1.6 Ladders and Instrument Stands for Bridge Construction: To facilitate necessary measurements, the Contractor shall provide substantial ladders to the tops of piers and bents and shall place and move ladders as required by the CEI. For bridges crossing water or marshy areas, the Contractor shall provide fixed stands for instrument mounting and measurements.

7.2 Scope of Payments.

7.2.1 Items Included in Payment:

Accept the compensation as provided in the Contract as full payment for furnishing all materials and for performing all work contemplated and embraced under the Contract; also for all loss or damage arising out of the nature of the work or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its final acceptance; also for all other costs incurred under the provisions of the General Specifications.

For any item of work contained in the proposal, except as might be specifically provided otherwise in the basis of payment clause for the item, include in the Contract unit price (or lump sum price) for the pay item or items the cost of all labor, equipment, materials, tools, and incidentals required for the complete item of work, including all requirements of the Section specifying such item of work, except as specifically excluded from such payments.

7.2.1.1 Fuels: CFX will, in the Contract Documents, provide an estimated quantity for fuel requirements for gasoline and diesel to cover the work specified in the Contract. Price adjustments will be made only for the amount of gasoline and diesel fuel estimated by CFX as required to complete the Contract. The requirement of each type of fuel for each pay item is estimated by multiplying the CFX standard fuel factor for that pay item by the quantity of that pay item. Price adjustments made for fuel used after expiration of the last allowable Contract Day (including any time extensions) will be limited to the increases or decreases dictated by the index in effect on the last allowable Contract Day. On Contracts with an original Contract Time in excess of 120 calendar days, CFX will make price adjustments on each applicable progress estimate to reflect increases or decreases in the price of gasoline and diesel from those in effect during the month in which bids were received. The Contractor will not be given the option of accepting or rejecting these adjustments. Price adjustments for these fuels will be made only when the current fuel price (CFP) varies by more than 5% from the price published when bids were received (BFP), and then only on the portion that exceeds 5%. For definition purposes, should a project bid prior to the 15th of any month, the bid index will be the index for the month prior to the bid. Should a project bid after the 14th of the month, the bid index will be the index for the month of the bid.

Price adjustments will be based on the monthly bulk average price for gas and diesel as derived by the FDOT. These average indexes shall be determined by averaging bulk fuel prices on the first day of each month as quoted by major oil companies that are reasonably expected to furnish fuel for projects in the State of Florida. Average price indices for gasoline and diesel will be available on the FDOT Construction Office website before the 15th of each month, at the following URL: https://www.fdot.gov/construction/fuel-bit/fuel-bit.shtm.

Payment will be based on the quantities shown on the progress estimate on all items for which established standard fuel factors which are included in the bid documents or, if omitted, are on a file maintained by the FDOT at the time of bid.

Payment on progress estimates will be adjusted to reflect adjustments in the prices for gasoline and diesel in accordance with the following:

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

Ai = Fi (Pi - .95 Pb) during a period of decreasing prices.

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

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

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

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

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

Ai = Fi (Pi - 1.05 Pb) during a period of increasing prices.

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

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

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

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

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

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

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

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

$ Adjustment = (ID)(Gallons)

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

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

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

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

by the ton, that do contain Reclaimed Asphalt Pavement (RAP), the number of gallons will be determined assuming a mix design with 5% liquid asphalt weighing 8.58 lb/gal.

Asphalt concrete items payable by the square yard will be converted to equivalent tons assuming a weight of 100 lb/yd^2 per inch.

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

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

7.3 Compensation for Altered Quantities

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

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

7.3.2 Payment Based on Plan Quantity:

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

with the criteria for significant changes as defined in subarticle 2.3.1 of these General Specifications.

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

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

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

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

7.3.3 Lump Sum Quantities:

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

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

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

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

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

(a) Labor:

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

for general supervision and the furnishing and repairing of small tools used on the Work. Agreed wage rates shall not be in excess of the rates paid for comparable Work on the Project.

(b) Materials and Supplies:

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

(c) Equipment:

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

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

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

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

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

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

will be paid in a single day.

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

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

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

Allowable Hourly Operating Cost = Hourly Operating Cost x 100%

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

Standby Rate = Allowable Hourly Equipment Rate x 50%

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

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

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

(d) Subcontractor Work

The Contractor will be allowed a markup of 10% on the first $50,000 and a markup of 5% on any amount over $50,000 on any subcontract directly related to the alteration, change, additional or unforeseen Work. A

subcontractor mark-up will be allowed only by the prime Contractor and a first tier subcontractor.

(e) Insurance, Bond and Taxes:

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

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

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

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

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

7.5 Deleted Work

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

7.6 Partial Payments

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

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

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

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

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

7.6.2 Unsatisfactory Payment Record: CFX reserves the right to disqualify the Contractor from bidding on future contracts by CFX if the Contractor's payment record relating to the Work becomes unsatisfactory. The Contractor's surety may also be disqualified from issuing bonds for future contracts by CFX should the surety similarly fail to perform under the terms of the bond.

7.6.3 Withholding Payment for Defective Work: Should any defective Work or Materials be discovered prior to final acceptance or should a reasonable doubt arise prior to final acceptance as to the integrity of any part of the completed Work, payment for such defective or questioned Work will not be allowed until the defect has been remedied and causes of doubt removed.

7.6.4 Partial Payments for Delivery of Certain Materials:

7.6.4.1 General: Partial payments will be allowed for certain Materials stockpiled in approved locations in the vicinity of the Project. For structural steel, precast drainage structures and precast/prestressed concrete elements, where off-site

fabrication is required, the term "in the vicinity of the Project" will be interpreted to include a site remote from the Project provided that condition 1) listed below is satisfied.

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

1) There must be reasonable assurance that the stockpiled material will be incorporated into the specific project on which partial payment is made.

2) The stockpiled material must be approved as meeting applicable specifications.

3) The total quantity for which partial payment is made shall not exceed the estimated total quantity required to complete the project.

4) The Contractor shall furnish the CEI with copies of certified invoices to document the value of the materials received. The amount of the partial payment will be determined from invoices for the material up to the unit price in the Contract.

5) Delivery charges for materials delivered to the jobsite will be included in partial payments if properly documented.

6) Partial payments will not be made for materials which were stockpiled prior to award of the Contract for a project.

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

1) Partial payments less than $5,000 for any one month will not be processed.

2) Partial payments for structural steel and precast/prestressed items will not exceed 85% of the bid price for the item. Partial payments for all other items will not exceed 75% of the bid price of the item in which the material is to be used.

3) Partial payment will not be made for aggregate and base course material received after paving or base construction operations begin except when a construction sequence designated by the CEI requires suspension of paving and base construction after the initial paving operations, partial payments will be reinstated until the paving and base construction resumes.

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

locations will be allowed if the conditions of subarticle 7.6.4.1 and the following conditions are met:

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

2) The following clauses shall be added to the contract between the Contractor and the supplier of the stockpiled materials:

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

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

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

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

On initial payment, the Contractor shall assure that all subcontractors and Materials suppliers having an interest in the Contract receive their share of the payments due. CFX will not make any progress payments after the initial partial payment until the Contractor certifies pro rata shares of the payment out of previous progress payments received by the Contractor have been disbursed to all subcontractors and suppliers having an interest in the Contract, unless the Contractor demonstrates good cause for not making any required payment and furnishes written notification of any such good cause to both CFX and the affected subcontractors and suppliers. Contractor shall

execute and submit a Certification of Disbursement of Previous Payments form, supplied by CFX, with each payment request after the initial request. Submitting a false or fraudulent certification will result in a determination of default by the Contractor in accordance with Article 6.9.1 of these General Specifications.

7.6.6 Reduction of Payment for Unsatisfactory Services or Products

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

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

7.7 Record of Construction Materials

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

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

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

7.8 Disputed Amounts Due Contractor

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

7.9 Acceptance and Final Payment

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

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

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

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

B) The Contractor has properly maintained the Project as specified hereinbefore.

C) The Contractor has furnished a sworn affidavit to the effect that all bills are paid and no suits are pending (other than those exceptions listed if any) in connection with the Work of the Contract and that the Contractor has not

offered or made any gift or gratuity to or made any financial transaction of any nature with, any employee of CFX. Tort liability exceptions, if any, shall be accompanied by evidence of adequate insurance as required in Article 5.11 of these General Specifications.

D) The surety on the Public Construction Bond has consented (by completion of its portion of the affidavit and surety release) to final payment to the Contractor and agrees that the making of such payment shall not relieve the surety of any of its obligations under the bond.

E) The Contractor has submitted all mill tests and analysis reports to CFX.

F) The Contractor has submitted insurance certificates for extended coverage as required by Article 5.11 of these General Specifications.

G) The Contractor has previously submitted As-built Drawings as required by Article 3.3.1 of these General Specifications.

H) The Contractor has submitted the completed density log book as required by Article 120-10.4.2 of the Technical Specifications.

I) The Contractor has submitted the final material testing certification as required by Article 105-6 of the Technical Specifications.

J) The Contractor has submitted all warranties and operation and maintenance manuals required by various Articles and Subarticles of Specifications.

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

7.10 Offsetting Payments

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

END OF SECTION 7

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

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

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

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

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

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

(1) Whether the Contractor, provided written notice to certified D/M/WBEs performing the type of Work that the Contractor intends to subcontract, advising the D/M/WBEs (a) of the specific Work the Contractor intends to subcontract; and (b) that their interest in the Contract is being solicited;

(2) Whether the Contractor provided interested D/M/WBEs assistance in reviewing the Contract Plans and Specifications;

(3) Whether the Contractor assisted interested D/M/WBEs in obtaining any required bonding, lines of credit, or insurance;

(4) Whether the Contractor's efforts were merely pro forma and given all relevant circumstances, could not reasonably be expected to produce sufficient D/M/WBE participation to meet the objective.

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

8.2 Disadvantaged, Minority and Women Owned Businesses - Participation Objective

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

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

(1) "Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States or lawfully admitted permanent residents and who are women, Black Americans, Hispanic American, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans. Individuals in the following groups are presumed to be socially and economically disadvantaged:

(a) "Black Americans", which includes persons having origins in any of the black racial groups of Africa;

(b) "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish or Portuguese culture or origin, regardless of race;

(c) "Asian-Pacific Americans", which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the

Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific and the Northern Marianas;

(d) "Native Americans", which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

(e) "Asian-Indian Americans", which includes persons whose origins are from India, Pakistan, and Bangladesh; and

(f) "Women".

(2) "Joint Venture" means an association of two or more firms to carry out a single business enterprise for which purpose the firms combined their property, money, effects, skills or knowledge.

(3) "Certified" means a finding by Orange County, Florida, the City of Orlando, Florida, and Florida Department of Transportation that the business is a bona fide Minority, Women or Disadvantaged owned and operated business.

(4) " Independently Owned and Operated" means a business that is not affiliated or associated with the general contractor or prime contractor providing work or services on CFX project(s) or procurement in which the D/M/WBE seeks to participate. Affiliated status may be determined through common ownership, management, employees, facilities, inventory or any other factors, which would prevent or inhibit independent status

(5) "Women Business Enterprise" comprises all women. All women business owners will be classified as a Women Business Enterprise.

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

1. Soliciting price quotations and arranging a time for the review of plans, quantities, specifications, and delivery schedules, and for the preparation and presentation of quotations;

2. Providing assistance to D/M/WBEs in overcoming barriers such as the inability to obtain bonding, financing, or technical assistance;

3. Carrying out information and communication programs or workshops on contracting procedures and specific contracting opportunities in a timely manner, with such programs being bilingual where appropriate;

4. Contacting Minority Contractor Associations, city, and county agencies with

programs for disadvantaged individuals for assistance in recruiting and encouraging eligible D/M/WBE contractors to apply for certification.

5. Meeting with appropriate officials of CFX, including its Supplier Diversity Office, to assist with the Contractor's efforts to locate D/M/WBEs and assist with developing joint ventures, partnering, and mentorship.

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

1. The total dollar value of the contract to be awarded to the certified D/M/WBE will not be counted toward the applicable D/M/WBE objective unless approved by CFX.

2. A portion of the total dollar value of a contract, with an eligible joint venture, equal to the percentage of the ownership and control of the D/M/WBE partner in the joint venture may be counted toward the D/M/WBE objective.

3. Only expenditures to D/M/WBEs that perform a commercially useful function may be counted toward the D/M/WBE objective. A D/M/WBE is considered to perform a commercially useful function when it actually performs and manages at least 51 percent of the work subcontracted to it. To determine whether a D/M/WBE is performing a commercially useful function, CFX will evaluate all relevant factors such as the amount of Work subcontracted and industry practices.

4. Consistent with normal industry practices, a D/M/WBE may enter into subcontracts. If a D/M/WBE subcontracts 50 percent or more of the Work assigned to it, the D/M/WBE shall be presumed not to be performing a commercially useful function.

5. Expenditures for materials and supplies obtained from D/M/WBE suppliers and manufacturers may be counted toward the D/M/WBE objective, provided that the D/M/WBEs assume the actual and contractual responsibility for the provision of the materials and supplies. The percentage allowed toward the D/M/WBE objective is as follows:

(a) All expenditures to a D/M/WBE manufacturer (i.e., a supplier that produces goods from raw materials or substantially alters them before resale) may be counted toward the D/M/WBE objective.

(b) 1. A Contractor may count toward its D/M/WBE objective 60 percent of its expenditures for materials and supplies required under a contract and obtained from a D/M/WBE regular

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

2. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Contractor.

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

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

1. The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials of supplies required for performance of the Contract, provided that the fee or commission is determined by the recipient to be reasonable and not excessive as compared with fees customarily allowed for similar services.

2. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

3. The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the Contract, provided that the fee or commission is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

4. Those sums that, subsequent to the receipt of bids, CFX elects, under the provisions of the Direct Materials Purchase Option, to purchase materials originally proposed by the Contractor to CFX to have been an element of the Work of a certified D/M/WBE contractor/subcontractor/vendor.

8.2.5 Records and Reports: The Contractor shall develop a record keeping system to monitor its D/M/WBE participation and shall maintain the following records:

1. the procedures adopted to comply with these special provisions;

2. The number of subordinated contracts on CFX projects awarded to D/M/WBEs;

3. the dollar value of the contracts awarded to D/M/WBEs;

4. the percentage of the dollar value of all subordinate contracts awarded to D/M/WBEs as a percentage of the total contract amount;

5. a description of the general categories of contracts awarded to D/M/WBEs;

6. the specific efforts employed to identify and award contracts to D/M/WBEs;

7. maintenance of records of payments and monthly reports to CFX;

8. Subcontract Agreement between Contractor and D/M/WBE subcontractors; and

9. any other records required by CFX's Project Manager or Executive Director.

The records maintained by the Contractor in accordance with this Section shall be provided to CFX for review within 48 hours of the CFX request. The Contractor shall submit a properly executed D/M/WBE Payment Certification monthly during the life of the D/M/WBE subcontract whether payment is made or not.

8.3 Subletting of Contracts - Participation Objective

No request to sublet Work will be approved unless it is in compliance with the Contractor's approved D/M/WBE Utilization Form "Certification of Subcontract Amount to D/M/WBE Contractor", shall be completed and submitted with the Request for Authorization to Sublet Work. One copy of the certification will be attached to each copy of the Request for Authorization to Sublet Work.

END OF SECTION 8

SECTION 9 - BINDING ARBITRATION

9.1 CFX and the Contractor shall submit any and all unsettled claims, counterclaims, and disputes to the Disputes Review Board (DRB) prior to initiating a demand for arbitration pursuant to this Section.

9.2 No demand for arbitration of any claim, dispute or other matter referred to the DRB initially for decision will be made until after final acceptance, per Article 3.9, of all Contract Work by CFX. The filing party shall pay all applicable fees associated with requested arbitration proceedings.

The failure to demand arbitration within thirty (30) days after final acceptance will result in the DRB's decision being final and binding upon CFX and Contractor.

9.3 Notice of the demand for arbitration is satisfied when it is filed in writing with the other party to the Contract and with the American Arbitration Association (including required fees). A copy will be sent to the Board for information.

9.4 The arbitration shall occur in Orlando, Florida and shall be conducted by a three (3) member panel pursuant to and under the auspices of the Construction Industry Arbitration Rules of the American Arbitration Association.

9.5 Procedure for Binding Arbitration

Arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, subject to the limitations of this Section. The agreement to arbitrate (and any other agreement or consent to arbitrate entered into in accordance herewith) will be specifically enforceable under the laws of Florida.

Arbitration shall include by consolidation, joinder or in any other manner any person or entity who is not a party to the Contract in circumstances where:

- the inclusion of such other person or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration, and
- such other person or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings, and
- the written consent of the other person or entity sought to be included and of CFX and Contractor has been obtained for such inclusion, which consent shall make specific reference to this paragraph.

In order to assure complete resolution of any claim or controversy, the Contractor shall provide and require (in the agreements with subcontractors and material suppliers) for joinder in such arbitration proceedings. Therefore, if a claim, dispute or other matter in question between CFX and Contractor involves the work of a Subcontractor, either CFX or Contractor may join such subcontractor as a party to the arbitration. Nothing in this paragraph or in the provision of such subcontract consenting to joinder shall create any claim, right or cause of action in favor of subcontractor or supplier, and against CFX, CEI, or any of their consultants that does not otherwise exist.

In connection with the arbitration proceedings all participants shall be afforded pre-hearing discovery in accordance with the rules of the American Arbitration Association.

END OF SECTION 9

SECTION 10 - PARTNERING AND DISPUTES RESOLUTION

10.1 Partnering

The objective of Partnering is to establish a partnership charter and action plan for the Contractor, CFX and other parties impacted by the activities covered under the Contract to identify and achieve reciprocal goals. These objectives may be met through participation in workshops held periodically throughout the duration of the Contract.

Prior to the pre-construction conference, CFX, the CEI, and the Contractor shall meet and plan an initial partnering/team building workshop. At this planning session, arrangements will be made to select a workshop facilitator, determine attendees, agenda, duration and location. Attendees should include representatives of CFX, the CEI, and other key Project personnel, the Contractor's superintendent and other key personnel as well as others mutually agreed upon by CFX and the Contractor. Additional workshops may be held periodically throughout the duration of the Contract if authorized by CFX.

CFX will arrange for and pay the cost of providing a facilitator and meeting room and for all other direct costs associated with the Partnering workshops. No separate compensation will be paid to the Contractor to attend partnering meetings

10.2 Disputes Resolution

10.2.1 Disputes Review Board

A Disputes Review Board ("Board") will be established to assist in the resolution of disputes arising out of the Work on the Project. This document describes the purpose, procedure, function and features of the Board.

The Board will provide special expertise to assist and facilitate the timely and equitable resolution of disputes and controversies between CFX and the Contractor in an effort to avoid construction delays and future claims.

It is not intended for CFX or the Contractor to avoid the normal responsibility to cooperatively and fairly settle differences by indiscriminately requesting dispute resolution by the Board. It is intended the Board encourage CFX and the Contractor to first try resolving potential disputes without resorting to the procedure set forth herein.

The Board will be used only when the claims procedure detailed in the Contract has been followed and has been unsuccessful. It is a condition of the Contract that the parties use the Board. Adherence to the Contract claims procedure is a condition precedent to the submission of a dispute to the Board, and the submission of an unresolved dispute to the Board is, in turn, a condition precedent to arbitration of such issue.

The Board will fairly and impartially consider disputes referred to it. The Board will receive testimony and other relevant evidence regarding such disputes, will analyze the facts within the parameters of the Contract, and will then provide written recommendations (to CFX and Contractor) to assist in the resolution of the disputes. The recommendations of the Board will not be binding on either CFX or the Contractor; however, the Board's recommendations and findings shall be admissible for all purposes in any subsequent arbitration proceedings or the judicial enforcement thereof.

10.2.2 Continuance of Work During Dispute

During the dispute resolution process the Contractor shall conform to the CEI's decision or order and continue with the Work as directed by the CEI in a diligent manner and without delay. Such Work will be governed by all applicable provisions of the Contract. With respect to any protested Work, the Contractor will keep complete records of extra costs and time incurred. Except for sealed Bid Records, the Contractor will permit CEI and the Board access to any records needed for evaluating the dispute, without any claim of privilege or confidentiality.

10.2.3 Disputes Review Board Membership

The Board will consist of three Members, one Member selected by CFX and approved by the Contractor, and one Member selected by the Contractor and approved by CFX. The first two Members will mutually select and agree on the third Member, which third Member shall not be subject to approval by either the Contractor or CFX. Normally, the third Member will act as Chairman for all Board activities. If the third Member declines to act as Chairman, the Members shall select an alternative Chairman. Neither the Contractor nor CFX shall seek to influence the Chairman selection decision.

The Contractor and CFX shall each submit the name and credentials of their proposed Member to the other within ten (10) days of the Contract award. The two Members, upon acceptance, shall meet promptly and mutually agree on the third Member. A Notice to Proceed shall not be issued until the Board Members have been selected and have signed the Three-Party Agreement. All three Members shall attend the Pre-Construction Meeting.

All Board Members shall be experienced with major road and bridge construction and the associated construction methods involved in the Project, in the interpretation of contract documents and in contract dispute resolution. The goal in selecting the third Member is to complement the construction experience of the first two Members and to provide leadership of the Board's activities.

It is imperative that Board Members show no partiality to either the Contractor or CFX, or have any conflict of interest.

The criteria and limitations for membership will be as follows:

a. The person selected will not have any direct or indirect ownership or financial interest in (i) the Contractor, (ii) CEI or the CFX General Engineering Consultant ("GEC"), (iii) any subcontractor or supplier of the Project, or (iv) the employer of other Board Members.

b. Except for services as a Board Member on CFX projects, no Member shall have been an employee, contractor or consultant to the Contractor or CFX, CEI, the GEC or any subcontractor or supplier for the Project within a period of ten (10) years prior to the Contract award.

c. No Member will have had a close personal, professional or business relationship with CFX or the Contractor (or an employee or officer of CFX or the Contractor).

d. No Member will have had any prior involvement in the Project (other than as a dispute board member) of a nature which could be construed to compromise an ability to impartially resolve disputes.

e. No Member will be employed by the Contractor, the CEI, the GEC or any subcontractor or supplier of the Project during the term of the Contract, except as a Board Member pursuant to the Three Party Agreement.

f. During the term of the Contract no discussion or agreement will be made between a Board Member and CFX or Contractor regarding employment after the Contract is completed.

g. During the term of the Contract, ex-parte communications between a Board Member and a party to the Three Party Agreement is prohibited.

Before appointments are final, the first two prospective Members will submit complete disclosure statements for the approval of both CFX and the Contractor. Each statement (in the form prepared by CFX) will include a statement of experience and a declaration describing all past, present and anticipated or planned future relationships to the Project and with the parties to the Contract. Disclosure of professional or personal relationships with parties to the Contract will be included. The third Board Member will supply a similar statement to the first two Board Members (and to CFX and the Contractor) before the third Member appointment is finalized.

CFX and the Contractor will each select a Member, execute the Three Party Agreement (described below) and assure the Members execute the Three-Party Agreement within the first three (3) weeks after Contract award. CFX and the Contractor will immediately notify the selected Members to begin selection of the third Member. The first two Members will ensure the third Member meets all of the criteria listed above. The third Member will be selected within two (2) weeks after the first two Members are notified to proceed with the selection of the third Member. If there is an impasse in the selection of the third Member, the third Member will be selected by CFX and the Contractor, with the first consideration to the nominees reviewed by the first two Members.

In the event of death, disability or resignation of a Member, such Member shall be replaced in the same manner as the Member being replaced was selected. If for whatever other reason a Member fails or is unable to serve, the Chairman (or failing the action of the Chairman, then either of the other Members) shall inform the parties and such non-serving Member shall be replaced in the same manner as the Member being replaced was selected. Any replacement made by the parties shall be completed within fifteen (15) days after the event giving rise to the vacancy on the Board, failing which the replacement shall be made by the two remaining Members of the Board. Replacement shall be considered completed when the new Member executes the Dispute Review Board Three Party Agreement.

10.2.4 Board Operations

The Board will formulate procedures of operation that shall be flexible with respect to the functioning of the Board. The Board may formulate new or revised procedures respecting its operation from time to time to accommodate the needs of the Board and the circumstances.

Each Board Member shall be provided a complete set of the Contract Documents. CFX and the Contractor shall keep the Board informed of construction activity and progress by submitting written progress reports and other relevant data at least monthly. The Board will visit the Project at regular intervals and/or at times of critical construction events and meet with CEI and the Contractor. In circumstances of unresolved disputes, the Board will meet at least monthly until the unresolved disputes are concluded. The frequency of visits will be agreed upon by CFX, the Contractor and the Board, depending upon the progress of the Work.

Regular meetings will be held at the job site. Each meeting will consist of an informal discussion and a field inspection of the Work. The informal discussion will be attended by selected personnel from CFX, the CEI and the Contractor. Agenda for regular meetings of the Board will generally include the following:

a. Meeting opened by the Chairman of the Board.

b. Remarks by the CEI.

c. A description by the CEI and the Contractor of Work accomplished since the

last meeting, current status of the Work schedule, schedule for the future, potential problems and proposed solutions to anticipated problems.

d. Discussion by the CEI of Work schedule, potential new disputes or claims, status of past disputes and claims and other issues.

e. Set a date for next meeting.

The CEI will prepare minutes of all Board meetings and circulate them for comments, revisions and/or approval by all concerned.

The field inspection will cover all active segments of the Work. The Board will be accompanied by representatives of both the CEI and the Contractor. Soliciting any Board Member's advice or consultation regarding the Work or the Contract is expressly prohibited.

10.2.5 Procedure for Disputes Resolution

Disputes will be considered as quickly as possible, taking into consideration the particular circumstances and the time required to prepare detailed documentation. Steps may be omitted as agreed by both parties and the time periods stated below may be shortened in order to hasten resolution.

a. If either CFX or Contractor object to any decision of the CEI with respect to claims, change order requests, or other actions or orders of the CEI, the objecting party may file a written protest with the CEI within fifteen (15) days after the CEI's disputed decision, action or order. The written protest must clearly state in detail the basis for the objection.

b. The CEI will consider the written protest to its decision or directive, and make a final decision on the basis of the pertinent Contract provisions, together with the facts and circumstances involved in the protest. The decision will be furnished to CFX and Contractor in writing within fifteen (15) days after receipt of the written protest.

c. The CEI's decision with respect to the protest will be final, unless a written exception is filed by CFX or Contractor with the CEI within fifteen (15) days after receiving the protest decision. If either rejects the CEI's final decision, the disputed matter may be referred to the Board by either CFX or the Contractor.

d. Upon receipt by the Board of a written dispute, the Board will first decide when to conduct the hearing. If the matter is not urgent, it may be heard at the next regularly scheduled Board meeting. For an urgent matter, the Board will meet at its earliest convenience.

e. Either party furnishing written evidence or documentation to the Board will furnish copies of such information to the other party a minimum of fifteen (15) days prior to the date the Board sets to hear the dispute. If the Board requests additional documentation or evidence prior to, during or after the hearing, CFX and/or the Contractor will provide the requested information to the Board and to the other party. Because each side needs a reasonable opportunity to understand and rebut the opposing side's point of view, failure of either party to timely provide written documentation in accordance with this provision shall result in such written documentation being excluded from the hearing before the Board unless the other party consents to its admission or consents to a delay in the hearing.

f. The Contractor and CFX will each be afforded an opportunity to be heard by the Board and to offer evidence. The Board will consider all relevant evidence presented and analyze the same solely within the parameters of the Contract. Hearsay evidence shall be admissible but shall not be the sole basis for any recommendation of the Board.

g. The Board's recommendations for resolution of the dispute will be given in writing within fifteen (15) days of completion of the hearing(s). In cases of extreme complexity, both parties may agree to allow additional time for the Board to formulate its recommendations. Generally, the Board will initially focus its attention (in the written report) only to matters of entitlement, and allow the parties to thereafter determine the monetary relief. If both parties request, and sufficient documentation is available, the Board may also make a recommendation of monetary relief, but only after formulation of the entitlement recommendation and only after the parties have attempted to agree upon the monetary relief amount.

h. If the Board's recommendation for resolution is not unanimous, the dissenting member shall prepare a separate written opinion.

i. Within fifteen (15) days of receiving the Board's recommendations, both CFX and the Contractor will respond to the other and to the Board in writing, signifying either acceptance or rejection of the Board's recommendations. The failure of a party to respond within the fifteen (15) day period will be deemed an acceptance by such party of the Board's recommendations. If CFX and the Contractor are able to resolve the dispute (with or without the aid of the Board's recommendations), CFX will promptly process any required Contract changes.

j. If the dispute remains unresolved because of a bona fide lack of clear understanding of the recommendation, either party may request the Board clarify specific portions of its recommendations. Further, if new evidence becomes available, either party may request the Board reconsider its prior recommendation Only evidence which did not exist at the time of the hearing, or which existed but which could not be discovered with reasonable and normal diligence shall be considered new evidence.

k. If the Board's recommendation is rejected, either party may thereafter initiate resolution of the dispute by binding arbitration conducted pursuant to the Contract.

Both CFX and the Contractor should carefully consider the Board's recommendations, as the recommendations are binding unless written notice is provided to the other party within 30 days of the recommendations stating the party's intent to bring the disputed issue to arbitration. However, if the Board's recommendations do not resolve the dispute, all records and written recommendations, including any minority reports, will be admissible for informational purposes in any subsequent dispute resolution procedures. Such informational purposes shall include but not be limited to establishing that the Board considered the dispute, the qualifications of the Board Members, and the Board's recommendation that resulted from the dispute resolution process.

10.2.6 Conduct of Disputes Hearings

Each party shall file three copies of its written arguments with the Board no less than seven days prior to the scheduled hearing and shall simultaneously deliver a copy of such written arguments to the opposing party. Each party shall also submit to the Board along with its written arguments copies of its written evidence and documentation which has been previously provided to the opposing party as provided above.

Normally, the hearing will be conducted at the job site. However, any location more convenient and which provides all required facilities and access to necessary documentation is satisfactory.

While the Board will keep a record of its sessions during consideration of a dispute, the Board will not be required to keep its record in any particular form. The nature and completeness of the record will depend upon the nature and magnitude of the dispute and the desires of the parties. If possible, the hearings shall be kept informal. Formal records of the Board meetings may be taken and transcribed by a court reporter if requested by a party (at the requesting party's cost). Audio and/or video recording of the meeting is discouraged and shall only be made with the prior agreement of all parties and a majority of the Board.

CFX and the Contractor will have representatives at all dispute resolution hearings. The party requesting Board review will first discuss the dispute, followed by the other party. Each party will then be allowed successive rebuttals until all aspects are fully covered to the Board's satisfaction. The Members and the parties may ask questions, request clarification or ask for additional data. In large or complex cases, additional hearings may be necessary in order to consider and fully understand all evidence presented by both parties.

During the hearings, no Member will express any opinion concerning the merit of any facet of the dispute.

After the hearings are concluded, the Board will meet in private to formulate recommendations supported by two or more Members. All Board deliberations will be conducted in private, with individual views kept strictly confidential. No minutes shall be prepared of the Board's private meetings. The Board's recommendations and discussions of its reasoning will be submitted as a written report to both parties. The recommendations will be based on the pertinent Contract provisions and the facts and circumstances involved in the dispute.

The Board will make every effort to reach a unanimous decision. If a unanimous decision is not possible, the dissenting Member may (but is not required to) prepare a minority report.

10.2.7 Compensation

The Contractor shall pay the fees of all three Board Members for services rendered under the Three Party Agreement. An allowance pay item has been established in the Contract for the reimbursing the Contractor. Funds remaining in the pay item, if any, at the completion of the Project will belong to CFX. CFX and the Contractor shall agree on the procedures and method of processing payments made against the allowance. CFX or the CEI will mail minutes and progress reports, will provide administrative services, such as conference facilities and secretarial services. If the Board desires special services, such as legal consultation, accounting, data research, etc., both parties must agree and the costs will be paid from the allowance.

10.2.8 Three Party Agreement

The Contractor, CFX and the Members of the Board will execute the Dispute Review Board Three Party Agreement within four (4) weeks of the final selection of the third Member.

END OF SECTION 10

ATTACHMENT A

DISPUTES REVIEW BOARD
THREE PARTY AGREEMENT

THIS THREE PARTY AGREEMENT ("Agreement") made and entered into this ____ day of _____, 20__, between the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"),_____ ("Contractor")** and the **DISPUTES REVIEW BOARD ("Board")**, consisting of three members: _____, _____ and _____ **("Members")**.

WHEREAS, CFX is now engaged in the construction of the _____, and

WHEREAS, the _____ contract ("Contract") provides for the establishment and operation of the Board to assist in resolving disputes and claims.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein (or attached, incorporated and made a part hereof), the parties agree as set forth herein.

I
DESCRIPTION OF PURPOSE

To facilitate resolution of disputes between the Contractor and CFX, CFX has provided (in the Contract) for the establishment of the Board. The function of the Board is to fairly and impartially consider Contract disputes placed before it and provide written recommendations for resolution to both CFX and the Contractor. The Members of the Board shall perform the services designated in Section II, Scope of Work.

II
SCOPE OF WORK

The Scope of Work includes, but is not limited to, the following items:

A. Third Board Member Selection. The first duty of CFX and the Contractor selected Members of the Board is to select the third Member. The third Member shall not have any current financial or employment ties with either the Contractor or CFX. The selection goal is to obtain a third Board Member who will complement the first two by furnishing expertise, leadership and experience to facilitate the Board's operations. The first two Board Members selected shall proceed with the selection of the third Board Member upon receiving their appointment. If the first two Members are unable to select a third

Member within four (4) weeks, CFX and the Contractor will select the third Member.

B. Procedures. After selecting the third Board Member and prior to considering a dispute, the Board shall establish procedures to govern the conduct of its business and reporting procedures based on the Guidelines, attached as an Appendix to this Agreement. The Board recommendations (resulting from a consideration of a dispute) shall be furnished in writing to CFX and the Contractor. The recommendations shall be based solely on the pertinent Contract provisions and the facts as reasonably determined by the Board. The Board shall have no authority to disregard or unilaterally modify pertinent Contract provisions including, but not necessarily limited to, those provisions pertaining to notices and claims procedures.

C. Furnishing Documents. CFX shall, at the time of each Board Member's appointment, furnish such Member a copy of the Contract. Both CFX and the Contractor shall, no later than seven (7) days prior to the scheduled Board hearing, submit to the Board three copies of all written documents and arguments that such party wishes the Board to consider. Each party shall provide its written documentation to the other side no later than fifteen (15) days prior to the scheduled Board hearing and shall provide a copy of its written argument to the other side no later than seven (7) days before the hearing in order to afford the other side the opportunity to review such documents and prepare any necessary rebuttal for the hearing.

D. Site Visits. The Board shall visit the project site to: (i) keep abreast of construction activities, and (ii) develop a familiarity of the work in progress. The frequency, exact time and duration of visits shall be in accordance with the attached Guidelines or as mutually agreed between CFX, the Contractor and the Board.

In the circumstance of an alleged differing site condition (or specific construction problem), it will be advantageous for the Board to view any relevant conditions. If viewing by the Board would cause delay to the project, photographs and descriptions of conditions collected by either (or both) party will suffice.

E. Board Consideration of Disputes or Claims. Upon receipt by the Board of a written appeal of a dispute (from either the Contractor or CFX) the Board shall convene to review and consider the dispute. CFX, the Contractor and the Board shall determine the time and location of Board meetings. Both CFX and the Contractor shall be given the opportunity to present evidence and argument at such meetings. Absent good cause to the contrary, written evidence shall be limited to that evidence which was previously supplied to both the Board and the other party in accordance with the previous paragraph. Mere negligence in providing such written evidence shall not be considered good cause for its admission. Hearsay evidence shall be permitted but shall not be the sole basis for any recommendation by the Board. Additionally, Board Members may rely on their personal knowledge based on

prior site visits, ongoing document reviews, and general project familiarity. Each party may, but is not required to, submit its proposed recommendations for resolving the dispute to the Board for its consideration.

Board Members are to act impartially and independently in weighing the evidence and in considering the respective positions of the parties within the confines and literal interpretation of the Contract terms. The recommendations concerning any such dispute are advisory and not binding on either party. The Board shall make every effort to reach a unanimous recommendation. If a unanimous recommendation is not possible, the dissenting Member shall prepare a minority report.

The Board's recommendations, together with explanations of its reasoning, shall be submitted as a written report to both parties. The recommendation shall be based solely on the pertinent provisions of the Contract, applicable laws and regulations, and the relevant facts as determined by the Board based upon the evidence presented. It is important for the Board to express, clearly and completely, the logic and reasoning leading to the recommendation so that both parties fully understand the recommendation.

Either CFX or the Contractor may request the Board to reconsider its recommendation. However, reconsideration will only be allowed when there is new evidence to present, or a clarification is required.

F. Miscellaneous Board Responsibilities. In addition to the matters set forth above:

1. The Board Member shall become familiar with the Contract Documents, review periodic reports, and maintain a current file of the project.

2. Except for providing the services required in this Agreement, the Board and its individual Members shall refrain from giving any advice to either party concerning conduct of the work or the resolution of problems. Ex-parte communications between a party and a Board Member are prohibited.

3. The Board shall perform services not specifically listed herein to the extent necessary to achieve the purposes of this Agreement.

G. Board Member Replacement. If the need occurs to appoint a replacement Board Member, the replacement Board Member shall be appointed in the same manner as the

original Board Members were appointed. The selection of a replacement Board Member shall begin promptly upon notification of the necessity for a replacement. The Agreement will be supplemented to indicate change in Board membership.

III
CONTRACTOR RESPONSIBILITY

A party shall furnish to each Board Member one copy of all pertinent documents that are or may become necessary for the Board to perform its function. Pertinent documents are any drawings or sketches, calculations, procedures, schedules, estimates or other documents that are used in the performance of the work or in justifying or substantiating the party's position. A copy of such pertinent documents must also be furnished to the other party.

IV
CFX RESPONSIBILITIES

CFX shall furnish the following services and items:

A. Contract Related Documents. CFX shall furnish the Board copies of all Contract Documents, Supplemental Agreements, written instructions issued by the CEI or CFX to the Contractor, or other documents pertinent to the performance of the Contract and necessary for the Board to perform its function.

B. Coordination and Services. CFX (in cooperation with the Contractor) will coordinate the operations of the Board. CFX, through the CEI, will arrange or provide conference facilities at or near the site and provide secretarial and copying services.

V
TIME FOR BEGINNING AND COMPLETION

The Board shall be in operation throughout the term of the Contract and, if needed, for a reasonable post-construction period.

The Board Members shall not begin any work under the terms of this Agreement until authorized by CFX in writing.

VI
PAYMENT

The fees and expenses of all three Board Members for services rendered under this Agreement will be an expense to the Contractor with reimbursement under the pay item allowance as provided below. Payment for services of the CFX-appointed, Contractor-appointed, and the third Board Members will be full compensation for work performed or services rendered, and for all expenses, such as food, lodging, travel, telephone, postage etc.

A. Payment.

Each Board Member will be paid One Thousand Three Hundred Dollars ($1,300.00) per day for each day the Board meets. This daily rate includes fees and expenses related to membership on the Board. Subsequent changes in the rate must be authorized by a Supplemental Agreement to this Agreement.

B. Inspection of Costs Records. The Board Members shall keep available the cost records and accounts pertaining to this Agreement for inspection by representatives of CFX for a period of three (3) years after final payment. If any litigation, claim or audit arising out of, in connection with or related to this Agreement is initiated before the expiration of the three (3) year period, the cost records and accounts shall be retained until such litigation, claim or audit involving the records is completed.

VII
ASSIGNMENT OF TASKS OF WORK

Neither the Board nor the Board Members may assign or delegate any of the work of this Agreement.

VIII
TERMINATION OF AGREEMENT

With the mutual consent of CFX and the Contractor, this Agreement may be terminated at any time. However, individual Board Members may be terminated with or without cause, but only by their original appointer, i.e., CFX may terminate the CFX appointed Member, the Contractor may terminate the Contractor's appointed Member, and the first two Members must agree to terminate the third Member.

IX
LEGAL RELATIONS

A. Each Board Member in the performance of duties on the Board is acting in the capacity of an independent agent and not as an employee of either CFX or the Contractor.

B. CFX and the Contractor expressly acknowledge that each Board Member is acting in a capacity intended to facilitate resolution of disputes. Accordingly, to the fullest extent permitted by law, each Board Member shall be accorded quasi-judicial immunity for any actions or decisions associated with the consideration, hearing and recommendation of resolution for disputes referred to the Board.

C. Except for the negligent acts or omissions of a Board Member, or for activities outside of the scope of this Agreement, each Board Member shall be held harmless for any personal or professional liability arising from or related to Board activities. To the fullest extent permitted by law, CFX and the Contractor shall defend and indemnify all Board Members against claims, losses, demands, costs and damages (including reasonable attorney's fees) for bodily injury, property damage or economic loss arising out of or related to Board Members carrying out Board functions. The foregoing indemnity is a joint and several obligations of the Contractor and CFX.

X
ARBITRATION, VENUE, APPLICABLE LAW

Any dispute, claim or controversy between the parties hereto arising out of or related to this Agreement shall be resolved by arbitration. The American Arbitration Association pursuant to its Construction Industry Arbitration Rules shall conduct such arbitration, and the arbitration proceeding shall occur in Orange County, Florida. All questions and issues respecting this Agreement and the arbitration shall be resolved by application of Florida law and the judgment of the arbitration panel shall be enforceable in accordance with the provisions of the Florida Arbitration Code.

XI
NO BONUS

The Contractor and CFX shall not pay and the Members shall not receive any additional commission, percentage, bonus or consideration of any nature (other than the payment provided for in Section VI above) for performance and services under this Agreement.

XII
NO CONFLICT

The Members of the Board agree individually they do not now and during the term of this Agreement will not have any direct or indirect ownership or financial interest in the Contractor, the Engineer of Record for the project, the CEI or any subcontractor or supplier of the project. The

Members of the Board affirm they have not for a period of ten (10) years prior to this Agreement been an employee, Contractor or consultant to the Contractor, the Engineer of Record for this project, the CEI or any subcontractor or supplier of the project, and that during the term of this Agreement they shall not become so employed. During the term of the Agreement no discussion or Agreement will be made between any Board Member and any party to this Agreement for employment after the Contract is completed.

By executing this Agreement the parties mutually agree that the Members of the Board identified herein are qualified and desirable and that the criteria and limitations detailed in subarticles 10.2.3 b and 10.2.3 c of the project General Specifications are satisfied or are hereby waived.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CFX:

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:_____
Print Name:_____
Title:_____

BOARD:

DISPUTES REVIEW BOARD

By:_____
Print Name:_____

By:_____
Print Name:_____

By:_____
Print Name:_____

CONTRACTOR:

By:_____
Print Name:_____
Title:_____

APPENDIX

PROCEDURE GUIDELINES

1. GENERAL MEETINGS

General Meetings are defined as those meetings required for the Board to develop a familiarity of the work in progress and keep abreast of construction activities such as progress, status and nature of items in the earlier stages of escalation, changes to personnel, etc. General Meetings shall occur 60days after Notice to Proceed for the Project and every 120 days thereafter, or as determined by the parties to be in the best interest of the project. Site visits as described in Subarticle II D above shall be considered General Meetings. Site visits may be coordinated to coincide with, or be replaced by, Board meetings to review disputes brought to the Board by CFX or Contractor.

2. MONTHLY PROJECT DOCUMENT REVIEW

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

3. REVIEW OF DISPUTES OR CLAIMS BY THE BOARD

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

CONSENT AGENDA ITEM
#8

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*
Director of Procurement

DATE: May 23, 2025

SUBJECT: Approval of Contract Award to CDS Manufacturing, Inc. for
Prestressed Concrete Piles and Beams
Project No. 516-237B, Contract No. 002235

An Invitation to Bid for the above referenced project was advertised on April 20, 2025. Two (2) responses were received by the May 20, 2025 deadline. The Director of Procurement met with the Director of Construction to review options when less than three bids are received. After discussion and consideration, it was agreed that the solicitation process should proceed.

Bid results were as follows:

	Bidder	**Bid Amount**
1.	CDS Manufacturing, Inc.	$2,748,979.88
2.	Dura-Stress, Inc.	$3,030,799.00

The engineer's estimate for this project is $3,618,448.00.

The work consists of providing and delivering prestressed concrete piles and beams.

Board approval of the contract to CDS Manufacturing, Inc. in the amount of $2,748,979.88 is requested.

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

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

David Falk, PE
Director of Engineering

Glenn Pressimone, PE
Chief of Infrastructure

CONTRACT

AND

CDS MANUFACTURING, INC.

PRESTRESSED CONCRETE PILES AND BEAMS

PROJECT NO. 516-237B, CONTRACT NO. 002235

CONTRACT AMOUNT: $2,748,979.88

CONTRACT, GENERAL CONDITIONS, SPECIAL PROVISIONS, ADDENDA, PROPOSAL, PERFORMANCE BOND AND FORMS

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CONTRACT, GENERAL CONDITIONS, SPECIAL PROVISIONS, ADDENDA, PROPOSAL, PERFORMANCE BOND AND FORMS

FOR

PRESTRESSED CONCRETE PILES AND BEAMS

PROJECT NO. 516-237B, CONTRACT NO. 002235

TABLE OF CONTENTS

Section	Title	Page
C	CONTRACT	C-1 to C-2
GC	GENERAL CONDITIONS	1 to 5
SP	SPECIAL PROVISIONS	SP-1 to SP-2
	(See Special Provisions Table of Contents for listing of individual specifications sections.)	
P	PROPOSAL	P-1 to P-13
VR	VEHICLE REGISTRATION FORM	VR-1 to VR-2
PCB	PERFORMANCE BOND	PCB-1 to PCB-4

CONTRACT

This Contract No. 002235 (the "Contract"), is made and entered into by the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, hereinafter called "CFX" and CDS MANUFACTURING, INC., of 106 Charles Hayes Sr. Dr., Gretna, FL 32332, hereinafter the "CONTRACTOR":

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

The work to be done under this Contract includes the production and delivery of all items associated with Project No. 516-237B, Contract No. 002235, Prestressed Concrete Piles and Beams, as detailed in the Contract Documents and any addenda or modifications thereto. Contract time for this project shall be 450 calendar days. The Contract Amount is $2,748,979.88.

The Contract Documents consist of:

1. The Contract,
2. The Addenda (if any), modifying the General Conditions, Special Provisions, Plans, or other Contract Documents,
3. The Special Provisions,
4. The General Conditions,
5. The Proposal.

In consideration of the foregoing premises, CFX agrees to pay the CONTRACTOR for work performed and materials furnished at the unit and lump sum prices, and under the conditions set forth, in the Proposal.

IN WITNESS WHEREOF, the Parties have made and executed this Contract: Central Florida Expressway Authority, signing by and through the Director of Procurement, authorized to execute same by Board action on the 12th day of June 2025, and CDS Manufacturing, Inc., signing through its undersigned signatory authorized to execute same.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Aneth Williams
Print Name

DATE: _____

CDS MANUFACTURING, INC.

By: _____
Signature

_____
Print Name

_____
Title

ATTEST: _____ (Seal)

DATE: _____

Approved as to form for reliance upon by CFX only, on this ____ day of _____, 20____.

_____
Cristina T. Berrios, Deputy General Counsel

CONSENT AGENDA ITEM #9

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*
Director of Procurement

DATE: May 21, 2025

SUBJECT: Approval of Supplemental Agreement No. 6 with G-A-I Consultants, Inc. for Design Consultant Services for Poinciana Parkway Extension – Segment 2 Project No. 538-235, Contract No. 001648

Board approval of Supplemental Agreement No. 6 with G-A-I Consultants, Inc. in the amount of $9,188.80 is requested. The original contract was for five years with five one-year renewals.

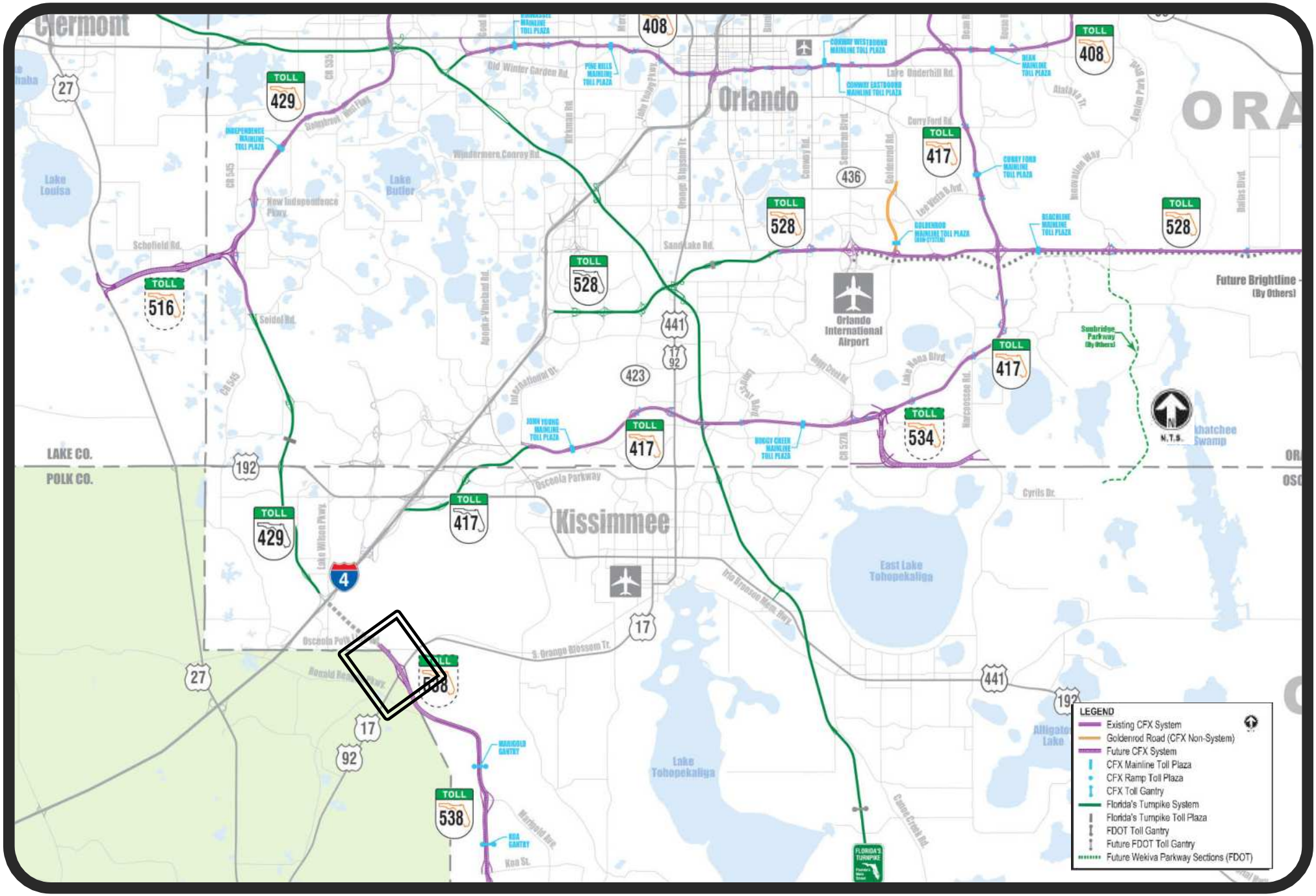
The work to be performed includes additional design services for mapping activities.

Original Contract	$6,200,000.00
Supplemental Agreement No. 1	$ 0.00
Supplemental Agreement No. 2	$ 181,312.90
Supplemental Agreement No. 3	$ 326,459.01
Supplemental Agreement No. 4	$ 124,837.80
Supplemental Agreement No. 5	$ 48,893.42
Supplemental Agreement No. 6	$ 9,188.80
Total	$6,890,691.93

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

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

Glenn Pressimone
Glenn Pressimone, PE
Chief of Infrastructure



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

Project 538-235
Contract 001648

SUPPLEMENTAL AGREEMENT NO. 6
TO AGREEMENT FOR PROFESSIONAL SERVICES FINAL DESIGN
Poinciana Parkway Extension Segment 2

THIS SUPPLEMENTAL AGREEMENT NO. 6 ("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, ("CFX"), and G-A-I Consultants, Inc., a Pennsylvania corporation, authorized to conduct business in Florida, ("Consultant"). CFX and Consultant may be referred to herein as the "Party" or collectively as the "Parties".

A. On June 11, 2020, CFX and Consultant executed an agreement for Professional Services, Final Design, as amended or supplemented by Supplemental Agreement No. 1 dated July 16, 2021, Supplemental Agreement No. 2 dated March 10, 2022, Supplemental Agreement No. 3 dated December 8, 2022, Supplemental Agreement No. 4 dated December 14, 2023, and Supplemental Agreement No. 5 dated May 9, 2024 (collectively, "Agreement").

B. CFX desires to amend the Agreement to add services to the Scope of Services.

C. 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.

Now, therefore, in consideration of the mutual covenants and promises set forth in this Supplemental Agreement, CFX and the Consultant 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. Exhibit “A”, Scope of Services of the Agreement is hereby amended to include the additional services as outlined in the Consultant’s April 27, 2025, letter to CFX, which is attached hereto as Exhibit “A” and incorporated herein by reference.

3. Exhibit "B” Method of Compensation of the Agreement is hereby amended as follows:

   a. The Salary Related Costs remains unchanged at $4,174,011.82.

   b. The Direct Expenses - Lump Sum (Prime) remains unchanged at $0.00.

   c. The Subcontract Items are adjusted upward by $9,188.80 to $2,716,680.11 as follows:

      - WBQ $9,188.80

   d. The Allowance remains unchanged at $0.00.

   e. The Total Maximum Limiting Amount is adjusted upward by $9,188.80 to $6,890,691.93.

4. **Effect on Agreement.** All provisions of the 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, the provisions of this Supplemental Agreement shall take precedence.

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

6. **Entire Agreement.** This Supplemental Agreement, and any documents incorporated, referenced, or attached hereto, contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and/or warranties, whether oral or written, of either of the Parties.

7. **Effective Date.** This Supplemental Agreement shall be effective as of the latest day of execution.

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have made and executed this Supplemental No. 6: Central Florida Expressway Authority, signing by and through its Director of Procurement, authorized to execute same by the CFX Governing Board and G-A-I Consultants, Inc. signing through its undersigned signatory, duly authorized to execute same.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____ Date: _____

Print Name: Aneth Williams Title: Director of Procurement

G-A-I Consultants, Inc.

By: _____ Digitally signed by Stephen A Boylan Date: 2025.05.21 11:16:55 -04'00' Date: May 21, 2025

Print Name: Stephen A. Boylan, PE Title: Vice President

Reviewed and approved as to form for exclusive reliance by CFX.

By: _____ Date: 05/19/2025

Print Name: Cristina T. Berrios Title: Deputy General Counsel

EXHIBIT “A”

Dewberry

MEMORANDUM

Date: April 28, 2025

To: David Falk, PE CFX Director of Engineering

From: Carnot W. Evans, PE CWE

Subject: Design Consultant Services - Contract 001648
CFX Project No. 538-235
SR 538 Poinciana Parkway Extension for CR 532 to US 17/92 (Segment 2)
Supplemental Agreement No. 6

Comments:

I have reviewed the fee sheet and scope of services submitted by GAI provided via email on April 27, 2025 for the SR 538 Poinciana Parkway Extension from CR 532 to US 17/92 (Segment 2) design project. This requested contract amendment is to provide additional design services for mapping activities requested by CFX that were not included in the original scope of services.

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

$	0.00	Total Additional Fee for GAI as Prime
$	9,188.80	Total Additional Subconsultant Fees
$	9,188.80	Total Requested Additional Contract Amount

The total staff hours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this agreement in the amount of $9,188.80.

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

cc:

Keith Jackson, PE Dewberry
File

gai consultants

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

Contract No. 001648
T 407.423.8398
F 407.843.1070

Date: April 27, 2025

Project: SR 538 Extension (Segment 2)

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

RE: SR 538 Extension (Segment 2) from CR 532 to US 17/92
Request for SA 6
CFX 538-235 (Contract No. 001648)

Dear Mr. Falk,

Enclosed you will find a request for SA 6 on the above referenced project.

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

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

Sincerely,
GAI Consultants, Inc.

Steve Boylan, P.E.
Project Manager

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

Exhibit A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

FOR

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

Supplemental Agreement #6

PROJECT NO. 538-235

CONTRACT NO. 001648

IN OSCEOLA AND POLK COUNTIES, FLORIDA

April 27, 2025

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

a. SOD additions, including:
    - Remainders of 53-205, 53-119, 53-120, and 53-124 documented with SODs
    - The remainders of 53-119, 53-120, and 53-205 can use the remainders as you have previously demarcated on the S&S SODs for those parcels.
    - 53-124 will have an additional carve out for FDOT, but the remainder after that carve out would be what we need a SOD for.

WORK PERFORMED BY CONSULTANT

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

Tab 29: Mapping

a. Adjust proposed R/W requirements for 119, 120, 124, 205 for SFWMD remainder
b. Revise cover with revision dates
c. Revise sheet 4 for SFWMD SOD
d. Revise sheet 9, 13, 14, 15, TAB for SFWMD and FDOT SODs
e. Revise SOD 119, 120, 124, 205 for SFWMD remainder; New 124 SOD for FDOT carve out
f. Revise legal Description 119, 120, 124, 205 for SFWMD remainder; New 124 SOD for FDOT carve out
g. Coordination calls/meetings as required

Project 538-235
Contract 001648

SUPPLEMENTAL AGREEMENT NO. 5

TO

AGREEMENT FOR PROFESSIONAL SERVICES

FINAL DESIGN

Poinciana Parkway Extension Segment 2

THIS SUPPLEMENTAL AGREEMENT NO. 5 TO AGREEMENT FOR PROFESSIONAL SERVICES FINAL DESIGN ("Supplemental Agreement") is made and entered into this 9th day of May, 2024, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called "CFX", and the consulting firm of G-A-I CONSULTANTS, INC., a Pennsylvania corporation, hereinafter called the "CONSULTANT".

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

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

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

1. CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant's January 18, 2024 letter to CFX, which is attached hereto as Exhibit "A" and incorporated herein by reference ("Additional Services"). Exhibit "A" of the Agreement and the Scope of Services, as defined in the Agreement, shall be amended to include the Additional Services.
2. Exhibit "B" Method of Compensation of the Agreement is hereby amended as follows:
    a. The Salary Related Costs remains unchanged at $4,174,011.82.
    b. The Direct Expenses - Lump Sum (Prime) remains unchanged at $0.00.
    c. The Subcontract Items are adjusted upward by $48,893.42 to $2,707,491.31 as follows:
        - WBQ $48,893.42
    d. The Allowance remains unchanged at $0.00.
    e. The Total Maximum Limiting Amount is adjusted upward by $48,893.42 to $6,881,503.13.
3. All provisions of said Agreement, or any amendments or supplements thereto, not specifically modified herein, shall remain in full force and effect, the same as if they

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

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

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: _____

Print Name: Aneth Williams

Title: Director of Procurement

G-A-I CONSULTANTS, INC.

By: Kevin R. Leadbetter _____

Print Name: Kevin Leadbetter

Title: Sr. 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: 2024.05.20 10:00:07 -04'00' _____

Print Name: Angela J. Wallace

Title: General Counsel

Dewberry

MEMORANDUM

Date: March 13, 2024

To: Dana Chester, PE CFX Director of Engineering

From: Carnot W. Evans, PE

Subject: Design Consultant Services - Contract 001648
CFX Project No. 538-235
SR 538 Poinciana Parkway Extension for CR 532 to US 17/92 (Segment 2)
Supplemental Agreement No. 5

Comments:

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

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

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

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

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

cc:

Keith Jackson, PE Dewberry
File

Exhibit "A"

gai consultants

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

T 407.423.8398
F 407.843.1070

Date: January 18, 2024

Project: SR 538 Extension (Segment 2)

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

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

Dear Mr. Chester,

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

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

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

Sincerely,
GAI Consultants, Inc.

Steve Boylan, P.E.
Project Manager

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

Exhibit A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

FOR

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

Supplemental Agreement #5

PROJECT NO. 538-235

CONTRACT NO. 001648

IN OSCEOLA AND POLK COUNTIES, FLORIDA

January 18, 2024

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

Mapping and Sketch/Descriptions for:

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

WORK PERFORMED BY CONSULTANT

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

Tab 27: Survey

- Miscellaneous parcel stakes and feature locations as requested.

Tab 29: Mapping

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

Project 538-235
Contract 001648

SUPPLEMENTAL AGREEMENT NO. 4

TO

AGREEMENT FOR PROFESSIONAL SERVICES

FINAL DESIGN

Poinciana Parkway Extension Segment 2

THIS SUPPLEMENTAL AGREEMENT NO. 4 TO AGREEMENT FOR PROFESSIONAL SERVICES FINAL DESIGN ("Supplemental Agreement") is made and entered into this 14th day of December, 2023, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called "CFX", and the consulting firm of G-A-I CONSULTANTS, INC., a Pennsylvania corporation, hereinafter called the "CONSULTANT".

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

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

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

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

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

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

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

CENTRAL FLORIDA

EXPRESSWAY AUTHORITY

By: _____

Print Name: Aneth Williams

Title: Director of Procurement

G-A-I CONSULTANTS, INC.

By: Kevin R. Leadbetter Digitally signed by Kevin R. Leadbetter DN: E=kleadbetter@gaiconsultants.com, CN=Kevin R. Leadbetter Date: 2023.12.14 11:39:22-05'00'

Print Name: Kevin Leadbetter

Title: Sr. Vice President

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

By: Laura Newlin Kelly 12.18.23

Print Name: Laura Newlin Kelly

Title: Associate General Counsel

Dewberry

MEMORANDUM

Date: October 16, 2023

To: Dana Chester, PE CFX Director of Engineering

From: Carnot W. Evans, PE

Subject: Design Consultant Services - Contract 001648
CFX Project No. 538-235
SR 538 Poinciana Parkway Extension for CR 532 to US 17/92 (Segment 2)
Supplemental Agreement No. 4

Comments:

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

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

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

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

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

cc:

Keith Jackson, PE Dewberry
File

Contract 001648

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

T 407.423.8398
F 407.843.1070

Date: October 14, 2023

Project: SR 538 Extension (Segment 2)

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

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

Dear Mr. Chester,

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

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

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

Sincerely,
GAI Consultants, Inc.

Steve Boylan, P.E.
Project Manager

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

Exhibit A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

FOR

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

Supplemental #4

PROJECT NO. 538-235

CONTRACT NO. 001648

IN OSCEOLA AND POLK COUNTIES, FLORIDA

October 14, 2023

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

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

WORK PERFORMED BY CONSULTANT

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

Tab 3: Project General Tasks

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

Tab 4 and 5: Roadway Analysis and Plans

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

Tab 6a and 6b: Drainage Analysis and Plans

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

Tab 23 and 24: Lighting Analysis and Plans

A. Lighting Analysis

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

B. Lighting Plans

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

Tab 29: Mapping

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

Tab 33 and 34: ITS Analysis and Plans

A. Intelligent Transportation System Analysis

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

B. Intelligent Transportation System Plans

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

Tab 35: Geotechnical

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

Project 538-235
Contract 001648

SUPPLEMENTAL AGREEMENT NO. 3

TO

AGREEMENT FOR PROFESSIONAL SERVICES

FINAL DESIGN

Poinciana Parkway Extension Segment 2

THIS SUPPLEMENTAL AGREEMENT NO. 3 TO AGREEMENT FOR PROFESSIONAL SERVICES FINAL DESIGN ("Supplemental Agreement") is made and entered into this 8th day of December, 2022, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called "CFX" and the consulting firm of G-A-I CONSULTANTS, INC., a Pennsylvania corporation, hereinafter called the "CONSULTANT".

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

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

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 October 20, 2022 letter to CFX, which is attached hereto as Exhibit "A" and incorporated herein by reference ("Additional Services"). Exhibit "A" of the Agreement and the Scope of Services, as defined in the Agreement, shall be amended to include the Additional Services.
2. Exhibit "B" of the Agreement is hereby amended as follows:
    a. The Salary Related Costs are adjusted upward by $245,793.97 to $4,054,586.97.
    b. The Direct Expenses - Lump Sum (Prime) remains unchanged at $0.00.
    c. The Subcontract Items are adjusted upward by $80,665.04 to $2,618,461.59 as follows:
        - TEDS $58,258.35
        - Bentley $22,406.69
    d. The Allowance remains unchanged at $34,723.35.
    e. The Total Maximum Limiting Amount is adjusted upward by $326,459.01 to $6,707,771.91.
3. All provisions of said Agreement, or any amendments or supplements thereto, not specifically modified, shall remain in full force and effect, the same as if they had

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

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

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Date: 2022.12.14 16:21:29 -05'00'
Aneth Williams, Director of Procurement

G-A-I CONSULTANTS, INC.

By: Kevin R. Leadbetter Digitally signed by Kevin R. Leadbetter DN: E=k.leadbetter@gaiconsultants.com, CN=Kevin R. Leadbetter Date: 2022.12.13 14:54:30-05'00'
Print Name: Kevin Leadbetter
Title: Sr. 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: 2022.12.14 09:41:04 -05'00'
Diego "Woody" Rodriguez
General Counsel

Project No. 538-235
Contract No. 001648

Dewberry

MEMORANDUM

Date: November 3, 2022

To: Dana Chester, PE CFX Director of Engineering

From: Carnot W. Evans, PE CWE

Subject: Design Consultant Services - Contract 001648
CFX Project No. 538-235
SR 538 Poinciana Parkway Extension for CR 532 to US 17/92 (Segment 2)
Supplemental Agreement No. 3

Comments:

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

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

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

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

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

cc:

Keith Jackson, PE Dewberry
File

Exhibit "A"

gai consultants

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

T 407.423.8398
F 407.843.1070

Project No. 538-235
Contract No. 001648

Date: October 20, 2022

Project: SR 538 Extension (Segment 2)

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

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

Dear Mr. Chester,

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

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

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

Sincerely,
GAI Consultants, Inc.

Mark A. Owen

Mark A. Owen, P.E.
Project Manager

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

Exhibit A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

FOR

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

Supplemental #3

PROJECT NO. 538-235

CONTRACT NO. 001648

IN OSCEOLA AND POLK COUNTIES, FLORIDA

September 27, 2022

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

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

WORK PERFORMED BY CONSULTANT

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

Tab 3: Project General Tasks

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

Tab 4 and 5: Roadway Analysis and Plans

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

Tab 6a and 6b: Drainage Analysis and Plans

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

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

Tab 7: Environmental Permits and Clearances

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

Tab 9, 13, 17, 18: GAI Structures

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

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

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

Tab 19 and 20: Signing and Marking Analysis and Plans

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

Tab 21 and 22: Signal Analysis and Plans

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

Tab 23 and 24: Roadway Lighting Analysis and Plans

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

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

Tab 33 and 34: ITS Analysis and Plans

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

SUPPLEMENTAL AGREEMENT NO. 2

TO

AGREEMENT FOR PROFESSIONAL SERVICES

FINAL DESIGN

Poinciana Parkway Extension Segment 2

THIS SUPPLEMENTAL AGREEMENT NO. 2 TO AGREEMENT FOR PROFESSIONAL SERVICES FINAL DESIGN ("Supplemental Agreement") is made and entered into this 10th day of March, 2022, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called "CFX" and the consulting firm of G-A-I CONSULTANTS, INC., a Pennsylvania corporation, hereinafter called the "CONSULTANT".

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

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

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

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

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

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

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

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Date: 2022.04.11 14:47:42 -04'00'
Aneth Williams, Director of Procurement

G-A-I CONSULTANTS, INC.

Kevin R. Leadbetter Digitally signed by Kevin R. Leadbetter DN: E=k.leadbetter@gaiconsultants.com, CN=Kevin R. Leadbetter Date: 2022.03.30 08:57:32-04'00'
By: _____
Print Name: Kevin Leadbetter
Title: Sr. Vice President

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

By: Laura Newlin Kelly for
Diego "Woody" Rodriguez
General Counsel

Dewberry

MEMORANDUM

Date: February 17, 2022

To: Will Hawthorne, PE CFX Director of Engineering

From: Carnot W. Evans, PE

Subject: Design Consultant Services - Contract 001648
CFX Project No. 538-235
SR 538 Poinciana Parkway Extension for CR 532 to US 17/92 (Segment 2)
Supplemental Agreement No. 2

Comments:

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

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

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

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

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

cc:

Keith Jackson, PE Dewberry
File

gai consultants

Exhibit "A"

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

Project No. 538-235
Contract No. 001648

T 407.423.8398
F 407.843.1070

Date: February 4, 2022

Project: SR 538 Extension (Segment 2)

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

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

Dear Mr. Hawthorne,

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

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

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

Sincerely,
GAI Consultants, Inc.

Mark A. Owen

Mark A. Owen, P.E.
Project Manager

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

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

Supplemental Amendment No 2

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

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

SUPPLEMENTAL AGREEMENT NO. 1

TO

AGREEMENT FOR PROFESSIONAL SERVICES

FINAL DESIGN

Poinciana Parkway Extension Segment 2

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

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

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

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

1. CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant's May 28, 2021 letter to CFX, which is attached hereto as Exhibit "A" and incorporated herein by reference ("Additional Services"). Exhibit "A" of the Agreement and the Scope of Services, as defined in the Agreement, shall be amended to include the Additional Services.

2. Exhibit "B" of the Agreement is hereby amended as follows:

   a. The Salary Related Costs remain unchanged at $3,667,012.45.

   b. The Direct Expenses - Lump Sum (Prime) remains unchanged at $0.00.

   c. The Subcontract Items are adjusted upward by $400,061.14 to $2,498,264.20 to include the following:

      - Tierra $189,171.14
      - WBQ $155,825.16
      - Maser $55,064.84

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

   e. The Total Maximum Limiting Amount remains unchanged at $6,200,000.00.

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

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

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Date: 2021.07.19 16:21:38 -04'00'
Aneth Williams, Director of Procurement

G-A-I CONSULTANTS, INC.

By: Kevin R. Leadbetter Digitally signed by Kevin R. Leadbetter DN: E=k.leadbetter@gaiconsultants.com, CN=Kevin R. Leadbetter Date: 2021.07.19 09:47:29-04'00'
Print Name: Kevin Leadbetter
Title: Senior Vice President

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

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

Diego "Woody" Rodriguez

General Counsel

AGREEMENT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
GAI CONSULTANT, INC.

POINCIANA PARKWAY EXTENSION SEGMENT 2

CONTRACT NO. 001648, PROJECT 538-235

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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

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

FOR

POINCIANA PARKWAY EXTENSION SEGMENT 2
PROJECT 538-235

DESIGN SERVICES

CONTRACT NO. 001648

JUNE 2020

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TABLE OF CONTENTS

Section	Title	
AG	Agreement	1 - 20
A	Exhibit “A”, Scope of Services	
B	Exhibit “B”, Method of Compensation	
C	Exhibit “C”, Details of Cost and Fees	
D	Exhibit “D”, Project Organization Chart	
E	Exhibit “E”, Project Location Map	
F	Exhibit “F”, Schedule	
G	Exhibit “G”, Potential Conflict Disclosure Form	

Table of Contents

1.0. DEFINITIONS. 1
2.0. SERVICES TO BE PROVIDED 1
3.0. TERM OF AGREEMENT AND RENEWALS 2
4.0. PROJECT SCHEDULE 3
5.0. PROFESSIONAL STAFF 3
6.0. COMPENSATION 5
7.0. DOCUMENT OWNERSHIP AND RECORDS 5
8.0. COMPLIANCE WITH LAWS 7
9.0. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE 7
10.0. TERMINATION 7
11.0. ADJUSTMENTS 8
12.0. HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY 9
13.0. INFRINGEMENT OF PATENTS AND COPYRIGHTS 10
14.0. THIRD PARTY BENEFICIARY 10
15.0. INSURANCE 10
16.0. COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS 12
17.0. CONFLICT OF INTEREST AND STANDARD OF CONDUCT 13
18.0. DOCUMENTED ALIENS 14
19.0. E-VERIFY CLAUSE 14
20.0. INSPECTOR GENERAL 14
21.0. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT 15
22.0. COMPANIES PURSUANT TO SECTION 287.135 AND 215.473 15
23.0. AVAILABILITY OF FUNDS 15
24.0. AUDIT AND EXAMINATION OF RECORDS 16
25.0. GOVERNING LAW AND VENUE 17
26.0. NOTICE 17
27.0. HEADINGS 18
28.0. CONTRACT LANGUAGE AND INTERPRETATION 18
29.0. ASSIGNMENT 18
30.0. SEVERABILITY 18
31.0. INTEGRATION 18
32.0. ATTACHMENTS 19

Project 538-235
Contract No. 001648

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 GAI Consultants, 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 618 E South St., Suite 700, 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 Poinciana Parkway Extension Segment 2 identified as Project 538-235 and Contract No. 001648.

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

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

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

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

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

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

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

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

3.0. TERM OF AGREEMENT AND RENEWALS

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

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

4.0. PROJECT SCHEDULE

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

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

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

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

5.0. PROFESSIONAL STAFF

The CONSULTANT shall maintain an adequate and competent professional staff to enable the CONSULTANT to timely perform under this Agreement. The CONSULTANT shall continue to be authorized to do business within the State of Florida. In the performance of these professional services, the CONSULTANT shall use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. The CONSULTANT shall use due care in performing in a design capacity and shall have due regard for acceptable standards of design principles. The CONSULTANT may associate with it such specialists, for the purpose of its services hereunder, without additional cost to CFX, other than those costs negotiated within the limits and terms of this Agreement. Should the CONSULTANT desire to utilize specialists, the CONSULTANT 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:

Bentley Architects and Engineers, Inc. Class I
Brindley Pieters and Associates, Inc. Class I
Maser Consulting P.A. Class I
Maser Consulting P.A. (Survey) Class II
Traffic Engineering Data Solutions, Inc. Class I
Tierra, Inc. Class II
WBQ Design & Engineering, Inc. Class I and (Survey) Class II

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

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

6.0. COMPENSATION

CFX agrees to pay the CONSULTANT compensation as detailed in **Exhibit "B"**, Method of Compensation, attached hereto and made a part hereof, in the not-to-exceed amount of $6,200,000.00 for the initial five-year term of this Agreement. Bills for fees or other compensation for services or expenses shall be submitted to CFX in detail sufficient for a proper pre-audit and post audit thereof.

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

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

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

7.0. DOCUMENT OWNERSHIP AND RECORDS

All plans, documents, reports, studies, and/or other data prepared or obtained under this Agreement shall be considered instruments made for services and shall become the property of CFX without restriction or limitation on their use on this project; and shall be made available, upon request, to CFX at any time. CFX will have the right to visit the site for inspection of the work and the drawings of the CONSULTANT at any time. Unless changed by written agreement of the parties, said site shall be 618 E South St., Suite 700, 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: GAI Consultants, Inc.
618 E South St., Suite 700
Orlando, FL 32801
Attn: Mark Owen, P.E.

GAI Consultants, Inc.
618 E South St., Suite 700
Orlando, FL 32801
Attn: Scott Bear, P.E.

27.0. HEADINGS

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

28.0. CONTRACT LANGUAGE AND INTERPRETATION

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

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

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

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

29.0. ASSIGNMENT

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

30.0. SEVERABILITY

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

31.0. INTEGRATION

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

32.0. ATTACHMENTS

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

[SIGNATURES TO FOLLOW]

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.

GAI CONSULTANTS, INC.

BY: _____
Authorized Signature

Print Name: Kevin Leadbetter, PE

Title: Sr. Vice President

ATTEST: _____
Secretary or Notary

Seal

AMY ELIZABETH THOMPSON-KING
Notary Public - State of Florida
Commission # FF 975547
My Comm. Expires Jul 14, 2020
Bonded through National Notary Assn

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: Aneth Williams Digitally signed by Aneth Williams Date: 2020.07.09 16:28:17 -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: 2020.07.09 16:13:12 -04'00'
General Counsel for CFX

EXHIBIT A

SCOPE OF SERVICES

Exhibit A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

FOR

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

PROJECT NO. 538-235

CONTRACT NO. 001648

IN OSCEOLA AND POLK COUNTIES, FLORIDA

April 20, 2020

Exhibit A
SCOPE OF SERVICES

TABLE OF CONTENTS

	Description	Page No. A-
1.0	GENERAL	5
1.1	Location	5
1.2	Description	5
1.3	Purpose	5
1.4	Organization	5
1.5	Term of Agreement for Design Services	6
2.0	STANDARDS	7
3.0	DESIGN CRITERIA	8
3.1	General	8
3.2	Geometry	8
3.3	Bridge and Other Structures	10
4.0	WORK PERFORMED BY CONSULTANT	11
4.1	Design Features	11
4.2	Governmental Agencies	11
4.3	Preliminary Design Report - Review	11
4.4	Surveys and Mapping	12
4.5	Geotechnical Investigation	15
4.6	Contamination Impact Analysis	16
4.7	Pavement Design	16
4.8	Governmental Agency and Public Meetings	16
4.9	Environmental Permits	17
4.10	Utilities	18
4.11	Roadway Design	19
4.12	Structures Design	20
4.13	Drainage Design	21
4.14	Roadway Lighting	21
4.15	Traffic Engineering	22
4.16	Signing and Pavement Marking Plans	23
4.17	Signalization Plans	23

4.18 Right-of-Way Surveys 23
4.19 Certified Right of Way Control Survey 24
4.20 Right of Way Maps 26
4.21 Cost Estimates 29
4.22 Special Provisions and Specifications 29
4.23 Intelligent Transportation Systems (ITS) 29
4.24 Toll Gantry & Cabinets 33
4.25 Post-Design Services 33
5.0 MATERIALS FURNISHED BY CFX OR ITS DESIGNEE 35
5.1 Record Documents 35
5.2 Traffic Data 35
5.3 Other 36
6.0 WORK PERFORMED BY CFX OR ITS DESIGNEE 36
6.1 Right-of-Way Acquisition 36
6.2 Utility Agreements 36
6.3 Public Involvement 36
6.4 Contracts and Specifications Services 36
6.5 Post-Design Services 36
6.6 Environmental Permits 36
6.7 Conceptual Specialty Design 37
7.0 ADMINISTRATION 37
7.1 Central Florida Expressway Authority 37
7.2 CFX's Project Manager will: 37
7.3 Consultant 38
7.4 Project Control 38
7.5 Work Progress 39
7.6 Schedule 39
7.7 Project Related Correspondence 39
7.8 Quality Control 39
7.9 Consultant Personnel 39
7.10 Site Visit 40
7.11 Acceptability of the Work 40
7.12 Design Documentation 40
7.13 Reviews and Submittals 41
7.14 30% Roadway Plan Submittal 43

7.15 30% Bridge and Structural Plan Submittal 44
7.16 60% Roadway Plan Submittal 44
7.17 90 % Bridge and Structure Plan Submittal 46
7.18 90% Roadway Plan Submittal 46
7.19 100% Roadway, Bridge, Structural and Right-of-Way Plans 47
7.20 Pre-Bid Plans 47
7.21 Bid Set 47

1.0 GENERAL

1.1 Location

A. See EXHIBIT "E", Project Location Map.

1.2 Description

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

1.3 Purpose

A. The purpose of this Exhibit is to describe the scope of work and responsibilities required in connection with Final Engineering and Final Construction Drawings and Documents for the proposed S.R. 538 extension from CR 532 to US 17/92.

B. The Consultant shall perform those engineering services as required for final roadway/drainage plans, final bridge plans, final lighting plans, final traffic control plans, utility coordination and final utility adjustment plans, final ITS (fiber optic network) plans, final signalization plans (if required), final signing and pavement marking plans and preparation of a complete environmental resource application (or permit modification) including 100% storm water management.

C. CFX's Project Manager will provide contract administration, management services, and technical reviews of all work associated with the preliminary and final designs.

D. It is understood that references throughout this document to items of work and services to be performed are the responsibility of the Consultant unless otherwise expressly stated as the responsibility of others.

1.4 Organization

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

1.5 Term of Agreement for Design Services

A. The term of the Agreement to perform the required design services shall be within eighteen (18) months from notice to proceed, including all reviews. Any fast track of services will be at the direction of CFX's Project Manager.

B. The Consultant may continue the design efforts while design submittals are being reviewed. Doing so, however, in no way relieves the Consultant of the responsibility to incorporate review comments into the design, nor does it entitle the Consultant to any additional design fees as a result of making changes due to review comments.

1. Project Milestones:

   The Consultant will prepare a tabulation of major project milestones.

2. Project Schedule:

   The Consultant shall include a schedule of major design tasks.

2.0 STANDARDS

A. The applicable design and construction standards and policies of the Florida Department of Transportation, Federal Highway Administration (FHWA), American Association of State Highway and Transportation Officials (AASHTO), Transportation Research Board (TRB), Standard Building Code, CFX's Design Practices and Standard Notes and CFX's Guidelines for Preparation of Signing and Pavement Marking Plans shall be followed throughout the design and construction of the project unless specifically stated otherwise. The editions and updates of the applicable standards and policies in effect at the time of Contract execution shall be used as follows for this project:

1. Division II, Construction Details, and Division III, Materials, of the FDOT Standard Specifications for Road and Bridge Construction, 2018 edition, and updates thereafter, shall be used for this project.

2. The FDOT Standard Plans

3. The FDOT Design Manual,

4. The FDOT Basis of Estimates Handbook

5. The AASHTO Policy on Geometric Design of Highway and Streets (Green Book), 2011 edition

6. The FHWA Manual on Uniform Traffic Control Devices (MUTCD), 2009 edition, as currently amended

7. CFX Design Guidelines 2020 Edition

3.0 DESIGN CRITERIA

3.1 General

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

A. The design criteria listed in this section and Project Design Directives, provided by CFX during the course of the project, may supplement the Project Design Guidelines.

B. Design year – 2045

C. Design vehicle – WB-62FL

D. Along with the 30% design submittal, the Consultant shall provide a tabulation of all applicable drainage and stormwater management criteria from Federal, State and local agencies and indicated which will be used for all segments and portions of the project. Unless otherwise directed by CFX, the Consultant shall use the most restrictive or conservative criteria applicable.

3.2 Geometry

The following criteria are to be incorporated into the design:

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

DESIGN ELEMENT	EXPRESSWAY MAINLINE	RAMPS	CROSSROADS/ COLLECTORS
Vertical Curvature (K) (K=Len./%grade change)			Rural
Crest	506 290 to 540 AASHTO	31 (30 mph) 136 (50 mph) 110 to 160 Other (AASHTO)	31 to 136
Sag	206 150 to 200 AASHTO	31 (30 mph) 136 (50 mph) 90 to 110 Other (AASHTO)	37 to 96
Decision Sight Dist., ft.	Refer to AASHTO	N/A	N/A
Cross Sections			
Lane Widths, ft.	12	12 dual lanes 15 min. single lane	12 inner lanes 12-16 outer lanes
Shoulder width, ft.	4-Lane	Single Lane	
Right	14 (12 paved)	6 (4 paved)	8 (4* paved)
Left	14 (12 paved)	6 (2 paved)	2 (2 paved) * min. 5' paved
	6-Lane	Dual Lane	
Right	14 (12 paved)	10* (8* paved)	
Left	14 (12 paved)	8 (4 paved) (* add 2' for interstate)	
Bridges, ft.	4-Lane	Single-Lane	
Right	10	6	
Left	6	6	
	6(or more)-Lanes	Dual Lane	
Right	12	10	
Left	12	6	
Cross Slopes			
Traffic Lanes	2% (4-lane) 3% or tbd (6-lane)	2%	2%
Bridge Lanes	2% typ. (no break)		
Left Shoulder	Match Mainline	5%	5%
Right Shoulder	Match Mainline	6%	6%

DESIGN ELEMENT	EXPRESSWAY MAINLINE	RAMPS	CROSSROADS/ COLLECTORS
Median Width (4-lane), ft. (E.O.P./E.O.P.)	64' (typical) 26' (with barrier)	N/A	22' or 40'
Lateral Offset	FDM 215.2.4	FDM 215.2.4	FDM 215.2.4
Vertical Clearance, ft.			
Over Roadway*	16.5	16.5	16.5
Overhead Signs	17.5	17.5	17.5
Over Railroad	23.5	23.5	N/A

Ramp Operations

a. Two thousand (2,000) ft. between entrance and exit terminals – full freeways
b. Six hundred (600) ft. between exit and entrance terminals
c. Single Lane Entrance Ramp Parallel
d. Exit Ramp Taper of 550 ft. (3° – divergence)

Right of Way

a. Ten (10) ft. from back of walls or limit of construction.
b. Two (2) ft. from back of sidewalk on frontage roads.
c. Drainage and construction easements as required
d. Limited access right-of-way limits per Index 450
e. Right of way limits for ramps is based upon limit of construction plus 10 feet.

3.3 Bridge and Other Structures

A. All plans and designs shall be prepared in accordance with the following standards and specifications in effect at the time of contract execution: AASHTO LRFD Bridge Design Specifications, FDOT Structures Manual, FDOT Design Manual, FDOT Standard Plans, FDOT Load Rating Manual, except as otherwise directed by CFX.

4.0 WORK PERFORMED BY CONSULTANT

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

4.1 Design Features

A. The work required for this project includes preparation of final construction drawings and specifications as well as the preparation of a complete environmental resource application.

B. Major elements of the work include the following:

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

4.2 Governmental Agencies

A. The Consultant shall coordinate with and assist in securing the approval of all interested agencies involved. These agencies may include, but are not necessarily limited to Orange County, FDOT, FDEP, FAA, and applicable Water Management District(s).

4.3 Preliminary Design Report - Review

A. The Consultant shall review the project concept for proposed alternatives with regard to proposed design criteria, maintenance of traffic and construction feasibility.

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

B. Preliminary Design Report (PDR) - Review: Brief report addressing the following items at a minimum:

1. Horizontal alignment of SR 538 and US 17/92
2. Vertical alignment of SR 538 and US 17/92
3. Potential wall locations along SR 538
4. Pavement analysis
5. Hydroplaning Analysis
6. Drainage pond locations
7. Utility relocations

4.4 Surveys and Mapping

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

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

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

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

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

B. Alignment

1. Establish Survey Centerline by establishing the tangent lines of

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

2. Establish and set alignment in the same manner on cross roads and major adjacent alignments.

C. Reference Points

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

2. Show obstructions where alternate references are set.

D. Bench Levels

1. The Consultant shall establish new benchmarks at 1000’ intervals along SR528, US17/92, and CR532alignments, using stable points.
2. The Bench Run will be based on closures between established benchmarks provided by the Authority.

E. Topography

1. Planimetric mapping and a digital terrain model (DTM), suitable for 1” =50’ display scale shall be conducted by the Consultant.

2. CFX to supply Cross-sections at 1000’ intervals along the mainline to verify DTM.

3. 12.78 acres of off pavement topographic survey to fill in obscure areas of DTM based on GEC provided LiDAR Survey. Southern limit is Sta 104+00.

F. Drainage Survey

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

G. Underground Utilities

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

H. Side Street Surveys (N/A)

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

I. Bridge Survey (N/A)

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

J. Jurisdictional Line Surveys

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

K. Geotechnical Surveys

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

L. Right-of-Way Ties

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

M. CFX ITS/FON

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

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

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

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

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

3. GEC PM provides list of conflicts and kmz of all soil borings to GSC for review
4. GSC to confirm potential conflicts and respond to EOR and GEC & CFX PMs
5. EOR or their designee to coordinate directly with CFX FON Locate Technician for field locates. Only areas of potential conflict will be located.
6. Locate schedule to be agreed upon by CFX FON Locate Technician, Geotech, Survey/SUE, and EOR
7. Sunshine One Call tickets submitted by EOR
8. CFX to respond with "8 Unmarked - Ongoing Project"

4.5 Geotechnical Investigation

A. The Consultant shall perform a geotechnical investigation of the project in accordance with the requirements of CFX.

B. Investigations shall be performed with minimal disruption of the normal traffic flow for the project. Field personnel shall use safety devices such as warning signs, traffic cones, warning lights, and safety vests at all times, according to CFX requirements. The Consultant shall adhere to all traffic control requirements when taking samples on existing roadways. A traffic control plan and permit may be required. Any advanced warning signs required when crews are working on CFX system shall be made with 3M Scotchlite Diamond Grade Fluorescent orange roll up sign sheeting.

C. The work includes, but is not limited to, identifying roadway structural section requirements, LBR testing, design methods for the selected foundation, external stability evaluation at proprietary retaining walls, groundwater and estimated seasonal high groundwater level~~,~~ pH and resistivity conditions requiring design considerations, soil shrinkage/swell characteristics, slope stability and benching in embankment/excavation locations, recommendation for methods of rock excavation, ~~,~~ location and depths of unsuitable material (muck), and design alternatives based on geotechnical findings; design values for active, at rest, and passive soil pressures; allowable design loads or pressures for each foundation type, corrosion testing for structures and design of foundations for sign structures.

D. The results of the geotechnical investigation shall be contained in a Geotechnical Report which shall be submitted to CFX's Project Manager for approval. The geotechnical investigation shall include all necessary laboratory testing of materials.

E. Upon approval of the Geotechnical Report, the Consultant shall proceed with preparation of the pavement and foundation designs.

F. Boring profiles shall be included on cross-section sheets in the contract plans and include the boring number, station, offset, soil legend, observed water

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

G. Roadway core samples shall be taken to determine the existing pavement section. The Consultant shall submit a plan to CFX for location approval.

4.6 Contamination Impact Analysis

A. The Consultant shall perform a contamination impact analysis of the project in accordance with the applicable rules and regulations of the FDOT Project Development and Environment Guidelines, Chapter 22, the Florida Department of Environmental Protection (FDEP), and all other pertinent State or Federal agencies having jurisdiction, and the requirements of CFX.

B. At a minimum, the Consultant shall conduct a windshield survey along the project corridor to identify any new sources of environmental contamination not reported in the referenced document(s).

C. The testing of any sites including the use of ground penetrating radar, if required to complete the design and/or construction of the project, will be added to the Scope of Services by Supplemental Agreement.

4.7 Pavement Design

A. The Consultant shall prepare the pavement design as appropriate in accordance with the requirements of the FDOT Pavement Design Manual.

B. The proposed pavement design recommendation, resulting from the Consultant's analysis of the various alternatives, shall be contained in a Pavement Design Summary.

4.8 Governmental Agency and Public Meetings

A. Except as may be provided elsewhere in this Scope of Services, the Consultant shall have appropriate representatives present at such meetings, conferences or hearings as CFX may direct to secure necessary approvals and/or support of the project by county, municipal, or other governmental agencies. If so directed, the Consultant shall also have appropriate representatives present at meetings or conferences of CFX, its Chairman or staff.

B. The Consultant shall assist CFX in presentations to various parties. The Consultant shall prepare exhibits pertaining to basic roadway improvements. CFX will prepare exhibits pertaining to aesthetic treatments and other design issues if applicable. This scope assumes presentations at one meeting with adjacent property owners.

4.9 Environmental Permits

A. CFX's Project Manager will review, coordinate and submit the applications for all environmental permits, including EPA's NPDES General Permits for Stormwater Discharges from Construction Sites. The Consultant shall provide all information, permit applications and data relating to Stormwater Management and Floodplain Impacts required for the permits to CFX. (CFX will be responsible for preparing all of the Wetlands and Protected Species analysis and documentation required for the permits.) The Consultant shall:

1. Attend the pre-application meetings and site visits with CFX and regulatory agencies.

2. Provide additional information requested at the pre-application by regulatory agencies for permits.

3. Provide aerial maps at a 1"=400' scale which include SCS soils data, 100-year floodplain limits and proposed project.

4. Provide all plans, calculations, sketches and reports required for permits except as described above.

5. Provide copies of all drainage calculation, including pond routing nodal diagrams, for the project.

6. Assist CFX in responding to any requests for additional information made by regulatory agencies after the permit application is submitted.

7. Incorporate any changes required by changes in regulatory agency requirements during the course of the project. If this requires additional work by the Consultant a Supplemental Agreement will be prepared.

8. Prepare a list of adjacent landowners along with address and nine-digit zip code at all wetland encroachment sites.

9. Provide all permit application material in .pdf format.

10. The Consultant will provide dredge and fill sketched as required by the permitting agencies if applicable. Mitigation plans, if required, may be added as a supplemental service.

11. Determine extent of floodplain impacts, if any, and provide compensatory flood stages as required

12. Preliminary field evaluation of general land use and wildlife habitat within existing ROW, pond sites, and bridges

13. Pre-application meeting with SFWMD

4.10 Utilities

A. Location

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

B. Utility Coordination

1. The Consultant shall identify utility owners within the project limits and contact each to obtain utility system maps, plan mark-ups or equivalent utility sketches and/or as-built drawings depicting the location of their facilities. The Consultant shall prepare reproducible utility adjustments plans based on information provided by respective utility companies.

2. Private utilities will prepare design plans for the relocation of their facilities. If a utility cannot or will not prepare these design plans, the work shall be added to the scope by Supplemental Agreement and the Consultant shall prepare design plans for utility relocation for approval of the utility and review by CFX.

3. Where utility conflicts occur, which require utility relocation agreements between the affected utility and CFX, the Consultant shall prepare the necessary data/plans required for the agreements. The Consultant shall advise CFX seven days in advance of meetings with utility companies/agencies scheduled to discuss utility relocations.

4. The preparation and negotiation of the agreement will be performed by CFX's Project Manager. After approval of the agreement by the utility and CFX, the Consultant shall prepare reproducible utility adjustment sheets identifying proposed relocations with respect to the construction plans.

5. The Consultant shall prepare a utility conflict matrix to assist in identifying and resolving conflicts between utilities and proposed construction prior to completion of the plans.

6. The Consultant shall obtain utility work schedules from the utility

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

7. The Consultant shall prepare the Utility Certification Letter certifying that all utility negotiations (full execution of each agreement, approved utility work schedule, technical special provisions written, etc.) have been completed with arrangements made for utility work to be undertaken and completed as required.

8. The Consultant shall make two utility contacts with the utility agencies (Phase II and Phase III) and hold a utility conference at each contact.

4.11 Roadway Design

A. A Typical Section Package was approved with the PD&E Study. Available typical sections shall be reviewed as part of the Preliminary Design Report and changes submitted to the Authority for review and approval. When cross roads or other facilities are maintained by another agency, the Consultant must coordinate approval of that typical section with the maintaining agency.

B. The Consultant shall design the geometrics for this project using the design standards included in the scope. The design elements shall include, but not be limited to, the horizontal and vertical alignments, cross section template development, lane width, shoulder widths, cross slopes, borders, sight distance, side slopes, lane transitions, superelevations, features of intersections, ramp terminal details, interchanges, and limited access points.

C. The Consultant shall prepare designs and contract documents for the roadway improvements, including, but not necessarily limited to:

1. Cover sheet (key sheet)

2. Summary of Pay Items

3. General notes

4. Summary Quantities sheets

5. Project Layout

6. Typical roadway sections

7. Typical roadway details

8. Plans and profiles (plans at 1” =50’ scale)

9. Interchange layout plans

10. Ramp Terminal Details

11. Crossroad plans and profiles (1" = 50' scale)

12. Cross-sections (with pattern plan) (1" = 20' horiz.) (1" = 5' vert.)

    a. Earthwork quantities

13. Traffic Control Sheets including Temporary Drainage

14. Utility Adjustment Sheets - as deemed necessary

15. Details

16. Special provisions

17. Special specifications

4.12 Structures Design

A. Prior to commencement of final design, the consultant shall prepare a Bridge Concept Memorandum which documents a limited range of structural alternatives and identifies preferred alternatives. Specifically, the alternatives to be examined include beam type, wall type / configuration, foundation pile type, and preliminary load rating analysis of existing exterior beams at widened sections.

B. The Consultant shall prepare designs and contract documents for structural design including, but not necessarily limited to the following items.

1. Complete Bridge designs will be provided for all bridges.

2. Retaining walls, including Critical Temporary walls

3. Box Culverts

4. Approach slabs

5. Details

6. Summary quantity tables

7. Special provisions and specifications

8. Stage construction-sequencing details

9. Sign\Signal structures:

10. Noise walls (Locations to be determined)

11. The Consultant shall perform Load Rating Analysis per FDOT criteria for bridges at the 90% design phase. The Load Rating

Analysis packages shall be submitted for their review and approval.

4.13 Drainage Design

A. As part of the drainage design requirements, the Consultant shall:

1. Perform all drainage design in accordance with the approved criteria from Section 3.1D.

2. Finalize the pond design at the 30% submittal.

3. Have its chief drainage engineer available at the scheduled (bi-weekly/monthly) team meetings to review progress and discuss problems.

4. Notify CFX's Project Manager immediately if any deviation from approved design criteria is anticipated.

5. Provide drainage/contour maps as needed used in the development of the drainage design to CFX for use in scheduled reviews. These maps will be returned to the Consultant along with review comments at the end of the review process.

6. Provide copies of its internal quality control comments and calculations at the scheduled reviews.

7. Prepare a technical memorandum identifying existing drainage concerns along the corridor and potential fixes or modifications. Known existing drainage concerns include: None at this time.

8. Prepare a pond siting report.

B. The Consultant shall prepare designs and contract documents for drainage features including, but not necessarily limited to:

1. Connector pipes

2. Drainage structure details

3. Storm drain and culvert profiles and/or drainage cross-sections

4. Lateral ditches/channels

5. Outfall ditches/channels

6. Retention/detention ponds/exfiltration system

4.14 Roadway Lighting

A. The Consultant shall provide a complete set of final roadway lighting documents in accordance with FDOT and CFX design criteria. These plans shall include installation of all CFX lighting on the corridor to as LED, including roadway and ramp fixtures, overhead sign lighting and underdeck lighting. The work shall include coordination with the local utility to provide electrical service. Plan sheet scale shall be at 1"=50' scale.

B. If required, CFX will provide a cut sheet for the type of lighting fixtures to be used for this project.

C. The Consultant will prepare designs and contract documents for lighting design including, but not necessarily limited to the following items.

1. Cover sheet (key sheet)

2. Tabulation of Quantities

3. General notes

4. Pole data and Legend sheet

5. Project Layout sheet

6. Plans sheets (plans at 1” =50’ scale)

7. Service point detail

8. Special Details

D. Perform an under-deck lighting analysis

4.15 Traffic Engineering

A. Traffic Data

1. Traffic data will be furnished by the Authority.

2. The Consultant will review and analyze the traffic data provided and develop recommended geometry at the intersections, including the number of turn lanes and storage lengths.

B. Maintenance of Traffic Plans

1. The Consultant shall prepare maintenance of traffic plans at scale no smaller than 1” =100’ to safely and effectively move vehicular and pedestrian traffic during all phases of construction. The designs shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations. Special consideration shall be given to the construction of the drainage

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

2. The Consultant shall investigate the need for temporary traffic signals, signs, alternative detour roads, arrow boards, flagging operations, and the use of materials such as sheet pilings in the analysis. A certified designer who has completed the FDOT training course shall prepare the maintenance of traffic plan.

3. Traffic shall be maintained during all phases of project construction at all locations, including existing posted speed, lane widths and number of lanes unless determined by CFX and other governmental agencies. This includes meeting with the governmental agencies which may be impacted by the maintenance of traffic plans.

4.16 Signing and Pavement Marking Plans

A. The Consultant shall prepare designs and contract documents for final signing and pavement marking plans including layouts showing the locations of ground mounted and overhead signs, special sign details, lighting, and any structural or foundation requirements in accordance with applicable design standards. Any requirements for electric service shall be coordinated with the local electric utility.

B. CFX will provide conceptual signing plans for the project as deemed necessary. (Include provisions for WWD requirements)

C. Plan sheets will be developed at a scale of 1" =50' (11"x17" format).

4.17 Signalization Plans

A. Signal plans will be needed for the single-point interchange at US 17/92 and may be needed for the ramps at CR 532.

B. The Consultant shall prepare designs and contract documents for final signalization plans including layouts showing the locations of mast arms and pedestrian features, special signal details, lighting, and any structural or foundation requirements in accordance with applicable design standards. Any requirements for electric service shall be coordinated with the local electric utility.

C. Plan sheets will be developed at a scale of 1" =50' (11"x17" format).

4.18 Right-of-Way Surveys

A. Section Line Ties

1. The Consultant shall perform a Control survey to locate Certified Corner Record locations, and prepare new Certified Corner

Record forms.

2. Perform all Section and fractional Section line surveys required for the R/W Control Surveys and R/W Mapping.

B. Subdivision Ties/Property Line Ties

1. Tie all subdivisions including condominium boundaries, at the beginning and end; block lines, and street right of way lines to the alignment. Ties will be made by closed traverse to assure acceptable closure. All block corners shall be found or set in the field with corners properly identified with size and type and shown on the R/W Control Survey.

2. Make individual property line ties where apparent property line disputes may occur. If information is available from local surveyors, submit copies of their surveys.

C. Maintained R/W Survey - (Not required)

D. Mean High Water/Safe Upland Line Survey (Not Required)

1. Perform a Safe Upland Line Survey for all locations where the facility crosses Sovereign Waters of the State of Florida.

E. R/W Monumentation – (Not required)

F. Stake R/W Parcels – (Not required)

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

4.19 Certified Right of Way Control Survey

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

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

A. 30% Right of Way Control Survey - (Key Maps)

1. Complete alignment data, including beginning of survey station, all curve data, bearings on all tangents along the alignment, all intermediate control point stations, and end of survey station. All control points must be identified as to type and size of material set at each respective point.

2. All section lines, all quarter section lines, (and all quarter-quarter section lines when pertinent), must be shown with the station where their intersection with alignment occurs, a distance from the nearest corner to alignment, and bearings and distances between all corners. Type of corner, either found or set, should be spelled out or identified by a legend.

3. All Subdivision and Condominium boundaries with official names and recording information.

4. A separate sheet depicting all of the alignment control reference points and reference points for Public Land Survey corners along with the type and size of material used for each respective reference point. This sheet does not need to be plotted to scale. All references shall be shown with a North Arrow, pointing to the top of the page.

5. Sheet one of the key maps should contain all pertinent general survey notes and the Certification that the Specific Purpose Survey was made for the purpose of providing horizontal position data for the support or control of right of way related maps for the transportation facility shown and done under responsible charge and meets the Minimum Technical Standards of the Board of Professional Surveyors and Mappers 61G17-6 Florida Administrative Code.

B. 60% Right of Way Control Survey - (Detail Sheets)

1. Complete alignment data, including beginning of survey station, all curve data, bearing on alignment, all intermediate control point stations, end of survey station. Show all control points identified as to type and size of material set at each respective point.

2. All subdivisions, including condominium boundaries, with a station where the alignment and each subdivision line intersect. A sufficient amount of field ties must be made in order to establish the original block boundaries or existing right of way as shown on existing right of way maps in each subdivision and or condominium. A distance from alignment to the existing right of way line or nearest found or set corner and bearings and distances on all subdivision lines which were intersected with the alignment, all lot and block numbers, street names, plat book, page, and

official name of each subdivision.

3. Key Maps with any revisions or corrections

C. 90% Right of Way Control Survey

1. All revisions required to support the complete Right of Way Mapping.

D. 100% Right of Way Control Survey

1. Signed and sealed copies and final CADD files

E. Computer Mapping - All survey maps will be prepared using CADD and all submittals will include:

1. CADD files in Microstation format. All maps will include point names generated on appropriate CADD level.

2. Geometry files in an ASCII or other approved format. A computer coordinate geometry file showing point numbers with their (x, y) values and coordinate pair sets representing points and lines (alignment, blocks, R/W lines, section lines, etc.) respectively, will accompany all map submittals, all pertinent chains or figures, (i.e.: Alignment, R/W lines, Subdivision boundaries, etc.) will be in the form of an abbreviated chain or figure name followed by a point list defining the chain or figure.

4.20 Right of Way Maps

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

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

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

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

A. 90% Right of Way Maps

1. Area of taking fully dimensioned with the bearings, distances and curve data, and parcel number bubble.

2. Dimensions shown on all remainders. Dimensions of large remainders may be shown as an insert at a larger scale.

3. Curve and Line tables may be used to eliminate clutter, but should be used only as needed, and shall be placed on all sheets where the curves are shown.

4. Areas of large takings/remainders (one-half acre or more) shall be shown in acres, to 3 decimal places. Areas of small takings/remainders (less than one-half acre) shall be shown to the nearest square foot.

5. Completed Title Block (all spaces must be filled in; if not applicable, show N/A). In using the strip title block, avoid placing text or mapping within 1" above the REVISION blocks.

6. Limits of Construction consistent with Design Plans, including cross-sections, drainage, mitigation, etc.

B. 100% Right of Way Maps

1. Completed Right of Way Maps revised in accordance with prior reviews.

2. Map information agrees exactly with the Parcel Sketch and Legal Description.

C. Computer Mapping

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

1. CADD files in Microstation format. All maps will include point names generated on appropriate CADD level .

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

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

D. Title Search

1. The Authority shall furnish the Consultant the Title Search Reports for parcels affected by the proposed right of way throughout the project.

E. Parcel Sketches and Legal Descriptions

1. Parcel Sketches are critical deliverables and must follow the submittal timeline detailed in Section 7.13. Draft Parcel Sketches shall be prepared to a legible scale on 8-1/2" x 11" size for each taking, including Limited Access Right of Way, non- Limited Access Right of Way, Temporary and Permanent easements, Ponds, Mitigation Areas and Access Rights Only, and will include:

2. Boundary and dimensions of parent tract and approximate dimensions of taking and remainder

3. Existing easements affecting the property

4. Improvements, buildings

5. Approximate areas of each taking and remainder

6. North arrow and scale

7. "DRAFT PARCEL SKETCH", Project Number and Parcel Number prominently displayed at the top of the page

8. Border with space for recording reserved at the upper right corner.

F. Final Parcel Sketches and Legal Descriptions

1. Parcel Sketches are critical deliverables and must follow the submittal timeline detailed in Sections 7.16 & 7.18. Prepare final parcel sketches and legal descriptions for each taking, including Limited Access Right of Way, non-Limited Access Right of Way, Temporary and Permanent easements, Ponds, Mitigation Areas and Access Rights Only.

2. Separate descriptions will be prepared for Limited Access and non-Limited Access Right of Way, even if the whole parcel is taken, and dimensioned on sketch.

3. Parcel Sketches and Legal Descriptions will be prepared for County

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

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

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

4.21 Cost Estimates

A. The Consultant shall prepare and submit to CFX construction cost estimates at the 60%, 90%, 100%, Pre-Bid and Bid Set submittals outlined herein. The estimate shall be based on the current unit prices as applied to the latest concept of the proposed construction.

4.22 Special Provisions and Specifications

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

4.23 Intelligent Transportation Systems (ITS)

A. Intelligent Transportation System Plans

1. The site construction plans shall be developed at a scale of 1" equals

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

2. Intelligent Transportation System (ITS) plans shall include the following:

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

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

q. Grounding

r. Table of quantities

s. Special notes

t. Maintenance of fiber operations (protection of existing FON through all phases of construction and cutover phasing to ensure continuous operation of existing ITS devices)

u. All existing and proposed FON to be included and shown with roadway cross sections and drainage cross sections

v. Replacement of existing CCTV sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), in the event existing CCTV is not compatible with proposed construction.

w. Installation of new CCTV sites to and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided) to provide 100% coverage (ramps, mainline, shoulders, etc.) of the new roadway.

x. Installation of data collection sensor (DCS) sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), to support the Travel Time System.

y. Installation of dynamic message sign (DMS) to be centered over the proposed roadway, including structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided). Quantity of DMS sites to be determined with input from CFX and their representative.

z. Installation of traffic monitoring sites (TMS) sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided) to provide coverage of all movements (ramps, toll plazas, split ramps, etc.) within the project limits.

aa. ITS devices within the project limits shall be gigabit Ethernet field switches, and other cabinet equipment as needed to meet current CFX ITS equipment standards.

bb. Install new WWDS and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets at the following off-ramps:

- SR 538 EB off ramp to US 17/92
- SR 538 WB off ramp to CR 532

3. Upgrading other cabinet equipment as needed to meet current CFX

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

a. Minimize utility conflicts and adjustments.
b. Minimize traffic impact.
c. Accessibility and ease of equipment maintenance.
d. Safety of equipment maintenance personnel and the traveling public.
e. Maintain the existing ITS system through all phases of construction.
f. Environmental conditions.
g. Concurrent/future CFX projects.
h. Compatibility with existing and proposed ITS infrastructure (e.g. CFX enhanced grounding standards for ITS devices, CFX surge suppression (TVSS) standards for ITS devices, etc.)
i. Leased conduits in CFX FON duct bank that are occupied by the fiber optic cable of other agencies or entities.
j. Location of proposed sound walls

B. Splice and Cable Routing Details

1. The Consultant shall provide splicing detail diagrams to document proposed fiber optic splices within and between manholes, ITS devices, tollbooths, and other junction points. This includes splice diagrams for re-termination of drop or end to end (butt) splices.

2. Proposed splicing tables shall include ITS device connectivity, fiber use, drop cable fiber identification, drop cable identification, backbone cable identification, translateral cable identification, backbone into mainline cable identification, and toll plaza patch panel jack.

3. The Consultant shall provide cable routing diagrams in CFX's standard format to document the functional connectivity between proposed fiber optic conduit and splices.

C. Maintenance of Fiber Operations

1. The Consultant shall provide a plan of action to ensure existing fiber optic network is not disrupted during construction operations.

2. The Consultant shall determine the sequence of fiber optic cable splices to minimize disruption to communications.

D. Inside Plant Plans

1. The Consultant shall be responsible for any data collection necessary

to complete its design.

2. All equipment shown on the inside-plant construction plans shall be clearly delineated as existing, proposed, or by-others. The Consultant shall be responsible for identifying and detailing on the inside-plant construction plans with notes and drawings any make-ready work required. The Consultant shall also provide a table of quantities for all materials and equipment specified in the inside-plant construction plans.

3. The Consultant shall sign and seal final inside-plant construction plans by a licensed professional Electrical Engineer registered in the state of Florida. The inside-plant construction plans shall be subject to the review and approval of CFX.

E. Standard CFX specifications will be provided to the Consultant. The Consultant shall review the specifications and modify them as necessary.

4.24 Toll Gantry & Cabinets

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

A. Design of service cabinet, gantry, device layout, and FON patch panel, including all, structural, electrical and civil design.

B. Concrete pavement design for the approach and exit to the gantry.

C. Cost estimates based on lump sum pay items for Toll Facilities

4.25 Post-Design Services

A. Services shall begin after authorization by CFX. The Consultant compensation for post-design services may be added by Supplemental Agreement and shall be at an hourly rate, inclusive of overhead, profit and expenses, and exclusive of travel. No compensation will be made for correction of errors and omissions.

B. The Consultant shall support the post design process as follows:

1. Answer questions relative to the plans, typical sections, quantities and special provisions.

2. Make any necessary corrections to the plans, typical sections, quantities, notes, etc., as may be required.

3. Attend pre-award meeting with construction contractor, CFX, and

CFX's CEI.

C. The Consultant shall, prior to the pre-bid conference, be prepared to walk the project with CFX's CEI to discuss the plans and details. The Consultant shall be prepared to attend the pre-bid conference and respond to questions related to the plans, details, and special provisions.

D. The Consultant shall prepare any addenda required to clarify the work included in the construction contract documents. Addenda may be required based on the project inspection with the CEI, or questions developed in the pre-bid conference, or conditions discovered by bidders during the bid period. Addenda will not be issued for Contractor initiated design changes or value engineering proposed work.

E. The Consultant shall be available to respond to questions in the field that may arise relative to the plans, details or special provisions during construction. The Consultant shall periodically (monthly) visit the project site to observe the progress of construction on the project. This visit will not replace the formal construction inspection by CFX. It is intended to provide the opportunity of the design team to observe whether the work is being performed in general conformance with the project plans. Written memos of all such field trips shall be submitted to CFX within five working days of the trip.

F. The Consultant shall review and approve shop drawings for structural, lighting, signing, traffic signal elements, and toll plaza shop drawings. This work will include the erection procedure plans, review proposals for substitutions, develop supplemental agreements, and provide other engineering services required to facilitate construction of the project. Reviews will be conducted and returned within two weeks from receipt of information.

G. The Consultant shall appoint a responsible member of the firm to be the contact person for all post-design services. The person should be continually available during the course of construction for review of design plans.

H. The Consultant shall make every reasonable effort to process any material presented for review in a prompt manner recognizing a construction contract is underway.

I. The Consultant's key staff shall attend a maximum of three (3) partnering meetings as requested by CFX's Project Manager. The Consultant shall also attend progress/coordination meetings as requested by CFX's Project Manager including, but not limited to, the Notice to Proceed meeting.

J. Approved design bridge load ratings were obtained by the Consultant under the final design phase of this contract. The Contractor shall be responsible for revising and resubmitting the load ratings if changes to the bridge design occur during construction. Otherwise, the Consultant shall provide written correspondence to CFX when construction is complete that the bridges were constructed in accordance with the plans and the design load ratings still

apply.

K. The Consultant shall provide geotechnical engineering services as needed by CFX, relative to pile driving, earthwork, embankment and MSE wall construction.

L. The Consultant shall provide utility consulting services as needed by CFX, relative to proposed utility adjustments within the project limits.

M. The Consultant shall prepare Record Drawings in electronic format following completion of the construction phase. CFX shall provide all As- Built drawings from the Contractor / CEI to the Consultant for their use in preparation of the Record Drawings.

5.0 MATERIALS FURNISHED BY CFX OR ITS DESIGNEE

5.1 Record Documents

A. CFX will provide the Consultant, within ten working days of a written request, the following items:

1. Available record drawings of existing conditions
2. Available right-of-way plans of existing conditions
3. Current list available to CFX of owners of all affected properties within the section.
4. Sample plans to be used as guidelines for format, organization and content.
5. Title searches of all affected properties for use by the Consultant in the preparation of the right-of-way maps.
6. Contract unit prices from latest CFX construction projects.

5.2 Traffic Data

A. CFX will provide the following design traffic data:

1. Current and design year ADT
2. Current and design year peak hour volumes
3. Turning movements at each intersection/interchange
4. K, D and T factors
5. Design speed - See Section 3.02, Geometry.
6. AVI Percentages

5.3 Other

A. Utility designates for the FON and roadway lighting within CFX right-of-way.

6.0 WORK PERFORMED BY CFX OR ITS DESIGNEE

6.1 Right-of-Way Acquisition

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

B. CFX will provide aerial survey (topography and mapping) with limited control and coverage and a Project Network Control Map.

C. The Authority will provide the required title search reports and updates.

6.2 Utility Agreements

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

6.3 Public Involvement

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

6.4 Contracts and Specifications Services

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

6.5 Post-Design Services

A. CFX will be the principal initial contact for post-design questions and answer questions on a limited scope.

B. CFX's CEI representative will be responsible for collection and documentation of all As-Built information for the constructed improvements.

6.6 Environmental Permits

A. CFX will review and submit the environmental permit applications and coordinate with the Consultant on requests for additional information from

the regulatory agencies.

B. CFX will stake wetland lines and coordinate agency site visits. CFX will also prepare the wetland and wildlife analysis and documentation for the permits.

C. CFX will be responsible for all permitting application fees.

6.7 Conceptual Specialty Design

A. CFX will provide a conceptual major guide signing plan.

B. CFX to provide proposed sound wall locations.

C. CFX will provide conceptual aesthetics design and treatments for structures.

7.0 ADMINISTRATION

7.1 Central Florida Expressway Authority

A. CFX's Project Manager will administer the Consultant services detailed in this scope.

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

7.2 CFX's Project Manager will:

A. Conduct ongoing reviews of the Consultant's progress in performing the work and furnish technical comments in a timely manner.

B. Review the Consultant's billings.

C. Review and evaluate the Consultant's requests for extension of time and supplemental agreements and recommend appropriate action.

D. Review all correspondence with public agencies prior to the Consultant's mailing of any correspondence except for requests for information.

E. Coordinate the distribution of public information.

F. Coordinate the data (including documentation of prior rights, cost estimates and plans) necessary for CFX to prepare and execute all utility and railroad agreements.

G. Conduct an introductory meeting to deliver relevant information and explain the administration process.

H. Review the Consultant's Quality Control program and the Consultant's conformance to the Quality Control Program.

I. Provide a focal point contact for all questions, requests, and submittals.

J. Provide a system to monitor the Consultant's schedule, progress and key milestone submittal dates.

7.3 Consultant

A. The Consultant has total responsibility for the accuracy and completeness of the construction contract documents and related design prepared under this project and shall check all such material accordingly. The plans will be reviewed by CFX for conformity with CFX procedures and the terms of the Contract, as well as coordination with adjacent design contracts. Review by CFX does not include detailed review or checking of design of major components and related details or the accuracy with which such designs are depicted on the plans. The responsibility for accuracy and completeness of such items remains solely that of the Consultant. The Consultant shall:

1. Establish, furnish and maintain suitable office facilities to serve as the project office for the duration of the project at a location acceptable to CFX.

2. Maintain an adequate staff of qualified support personnel to perform the work necessary to complete the project.

3. Establish internal accounting methods and procedures for documenting and monitoring project costs.

4. Establish and maintain contract administration procedures, which will include supplemental agreements, time extensions and subcontracts.

7.4 Project Control

A. The Consultant shall provide data for CFX's Management Information System to monitor costs and manpower, and report progress. This project control system may include features to:

1. Determine and highlight critical path work from initial plans as work progresses.

2. Identify progress against schedule for each identified work item.

3. Forecast completion dates from current progress.

4. Highlight rescheduled work in any area which is out of required sequence.

5. Highlight rescheduling that has overloaded any physical area that

requires more resources than originally allocated.

6. Forecast future conflicts in any area.

7.5 Work Progress

A. The Consultant shall meet with CFX's Project Manager on a bi-weekly basis (or more often if necessary) and provide written progress reports which describe the work performed on each task. The dates and times of these meetings will be established by CFX. Two working days prior to each progress meeting, the Consultant shall provide CFX's Project Manager with a draft copy of the Progress Report and a typewritten agenda for the meeting. The Consultant shall prepare typewritten meeting minutes and submit them to CFX's Project Manager within five working days after the meeting. The minutes shall indicate issues discussed and the resolution or action required to resolve any issues.

7.6 Schedule

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

7.7 Project Related Correspondence

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

7.8 Quality Control

A. The Consultant has total responsibility for the accuracy and completeness of the plans and related designs prepared under this project and shall check all such material accordingly. Consultant shall have a quality control plan in effect during the entire time work is being performed under the Contract. The plan shall establish a process whereby calculations are independently checked, plans checked, corrected and back checked. All plans, calculations, and documents submitted for review shall be clearly marked as being fully checked by a qualified individual other than the originator.

B. The Consultant's quality control plan shall be submitted to CFX within fifteen (15) working days of receipt of written notice to proceed.

7.9 Consultant Personnel

A. The Consultant's work shall be performed and/or directed by the key personnel identified in Exhibit "D". Any changes in the indicated key

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

7.10 Site Visit

A. The Consultant shall arrange a site visit within twenty (20) calendar days of receipt of written Notice to Proceed. Consultant personnel assigned to perform the work on the project shall attend. CFX representatives will be present. Within seven calendar days of the site visit, the Consultant shall issue to CFX a brief written report including observations, discussions, and any questions pertaining to the scope or level of effort of the project. The purpose of this visit is to acquaint key personnel with the details and features of the project to facilitate the design process.

7.11 Acceptability of the Work

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

7.12 Design Documentation

A. The Consultant shall submit any design notes, sketches, worksheets, and computations to document the design conclusions reached during the development of the construction contract documents to CFX for review.

B. The design notes and computations shall be recorded on 8-1/2" x 11" computation sheets, appropriately titled, numbered, dated, indexed and signed by the designer and checker. Computer output forms and other oversized sheets shall be folded or legibly reduced to 8-1/2" x 11" size. The data shall be bound in a hard-back folder for submittal to CFX.

C. Electronic (PDF Format) copies of the design notes and computations shall be submitted to CFX with each review submittal. When the plans are submitted for 90% review, the design notes and computations corrected for any CFX comments shall be resubmitted. At the project completion (bid set), one (1) hard copy of the final set of the design notes and computations, sealed by a Professional Engineer, registered in the State of Florida, shall be submitted with the record set of plans and tracings.

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

1. Field survey notes and computations.

2. Design criteria used for the project.

3. Geometric design calculations for horizontal alignment.

4. Vertical geometry calculations.

5. Drainage calculations

6. Structural design calculations.

7. Geotechnical report.

8. Hydraulics Report for each bridged stream crossing.

9. Earthwork calculations not included in the quantity computation booklet.

10. Calculations showing cost comparisons of various alternatives considered, if applicable

11. Computations of quantities.

12. Documentation of decisions reached resulting from meetings, telephone conversations, or site visits.

13. Lighting and voltage drop calculations.

14. Lighting service letter from the power company stating the following: service voltage, type of service (overhead or underground), location of power company service point, and any other power company requirements.

7.13 Reviews and Submittals

A. Review and coordination of the Consultant's work by CFX shall continue through the project development process

B. Formal submittals for review shall be made to CFX when the plans have been developed to the following levels of completion:

1. Preliminary Design Report (Memorandum) (Electronic copies of all files in pdf format, and three (3) hard copy sets)

2. 30% Roadway Plans (Electronic copies of PDF's of submittal package and one (1) hard copy of plans to CFX project manager; and electronic copies of plans and package to the CFX GEC project manager)

3. 30% Bridge and Structural Plans (Electronic copies of PDF's of submittal package and one (1) hard copy of plans to CFX project manager; and electronic copies of plans and package to the CFX GEC project manager)

4. 60% Roadway and specifications, Geotechnical Report (Electronic copies of PDF's of submittal package and one (1) hard copy of plans to CFX project manager; and electronic copies of plans and package to the CFX GEC project manager)

5. 60% Bridge Plans required only on Category 2 bridges.

6. 90% Bridge and Structural Plans (Electronic copies of PDF's of submittal package and one (1) hard copy of plans to CFX project manager; and electronic copies of plans and package to the CFX GEC project manager)

7. 90% Roadway and specifications (Electronic copies of PDF's of submittal package and one (1) hard copy of plans to CFX project manager; and electronic copies of plans and package to the CFX GEC project manager)

8. 100% Roadway, Bridge and specifications, Geotechnical Report (Electronic copies of PDF's of submittal package and one (1) hard copy of plans to CFX project manager; and electronic copies of plans and package to the CFX GEC project manager)

9. Pre-Bid Plans (Electronic copies of PDF's of submittal package and one (1) hard copy of plans to CFX project manager; and electronic copies of plans and package to the CFX GEC project manager)

10. Bid Set (1 set signed and sealed plans, 1 set "clean" plans, 1 set signed and sealed reports and one (1) CD/DVD with .PDF of all plans and reports)

C. Formal review submittals shall include copies as listed above. 8-1/2" x 11" and 11" x 17" documents do not require reproducible copies.

D. Preparation and distribution of roadway and ROW plans to other than CFX or CFX GEC will not be made until approved by CFX.

E. The format of review submittal plans shall conform to the FDOT Design Manual, except as amended by CFX.

F. Due to the compact schedule of the design, review, and construction process, any modification to the agreed submittal dates will require a letter from the Consultant to CFX giving:

1. The reason for the delay.

2. The design components impacted.

3. Proposed methods to maintain submittal dates.

G. The Consultant shall submit all CADD files, including GEOPAK files, use in the preparation of the plans and right of way mapping on compact disk with the final submittal.

7.14 30% Roadway Plan Submittal

A. At the completion of this phase, design and plan development should be approximately 30 percent complete except stormwater pond designs. The designs of the stormwater ponds shall be at 90% complete. The following material shall be developed and submitted for review:

1. Key Map Prepared

   a. Location map shown complete with destinations, ranges and townships.
   b. Beginning and ending stations shown.
   c. Any equations on project shown.
   d. Project numbers and title shown.
   e. Index shown.

2. Drainage Map Prepared

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

3. Typical Section Sheets

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

4. Plan and Profile Sheets

   a. Centerline plotted.
   b. Reference points and bench marks shown.
   c. Existing topography.
   d. Base line of surveys, curve data, bearings, etc. shown.

e. Beginning and end stations (project and construction).
f. Geometric dimensions.
g. Proposed and existing limited access right-of-way lines.
h. Existing ground line.
i. Proposed profile grade.
j. Type, size and horizontal location of existing utilities.
k. Drainage structures and numbers are shown
l. Drainage ponds are shown.

5. Cross Sections

a. Existing ground line.
b. Preliminary templates at critical locations (not to exceed 500 feet).
c. Existing utilities shown.

6. Interchange Layout and Ramp Profiles

a. Geometric dimensions.
b. Proposed profile grades.

7. Right-of-Way Control Survey

8. Signing and Pavement Markings

a. Striping layout.
b. Sign structure locations.

7.15 30% Bridge and Structural Plan Submittal

A. At completion of this phase, design and plan development should be approximately 30 percent complete. The Consultant shall refer to FDOT Structural Design Guidelines for plan contents and submittal requirements. Preliminary geotechnical results and recommendations should also be included with this submittal.

7.16 60% Roadway Plan Submittal

A. At completion of this phase, design and plan development should be approximately 60 percent complete except stormwater pond designs. The designs of the stormwater ponds shall be at 100% complete. The following material shall be developed and submitted for review:

1. Key Map

a. Project description and number shown.
b. Equations, exceptions and bridge stations shown.
c. North arrow and scale included.

d. Consultant and CFX sign-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)

7.17 90 % Bridge and Structure Plan Submittal

A. At completion of this phase, design and plan development should be approximately 90 percent complete. The Consultant shall refer to FDOT Structural Design Guidelines for plan contents and submittal requirements.

7.18 90% Roadway Plan Submittal

A. At completion of this phase, design and plan development should be approximately 90 percent complete. The following material shall be developed and submitted for review:

1. Key Map

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

2. Drainage Maps

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

3. Typical Section Sheets

4. Plan and Profile Sheets

a. Curve Control Points (P.C., P.I., P.T.) flagged and labeled.
b. Limits of side road construction.
c. Angle and stationing for intersections.

d. Treatment for non-standard superelevation transitions diagramed.
e. General notes shown.
f. Special ditches profiled.

5. Drainage Structures

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

6. Soil Borings

a. Soils data and estimated high seasonal groundwater table shown.

7. Cross Section Sheets

a. Scale and special ditch grades shown.
b. Utilities plotted.
c. Sub-excavation shown.
d. Volumes computed and shown.

8. Utility Relocation Plans

a. Utility relocation plans prepared.

9. Traffic Control Plans

10. Signing and Pavement Marking Plans

11. Signalization Plans

12. Intelligent Transportation System (ITS) Plans

13. Highway Lighting Plans

14. Selective Clearing and Grubbing (if required)

7.19 100% Roadway, Bridge, Structural and Right-of-Way Plans

A. At the completion of this phase, the design plans and special provisions shall be 100 percent complete.

7.20 Pre-Bid Plans

7.21 Bid Set

CONSENT AGENDA ITEM
#10

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement

DATE: May 15, 2025

SUBJECT: Approval of Supplemental Agreement No. 1 with Real Image Solutions LLC for Interactive 3D Virtual Modeling
Contract No. 001870

Board approval of Supplemental Agreement No. 1 with Real Image Solutions LLC in the amount of $300,000.00 is requested. The original contract was for three years with two one-year renewals.

The work to be performed includes the development of interactive 3D virtual modes for CFX projects.

Original Contract	$ 500,000.00
Renewal No. 1	$ 0.00
Supplemental Agreement No. 1	$ 300,000.00
Total	$ 800,000.00

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

Reviewed by:

David Falk, PE
Director of Engineering

Glenn Pressimone, PE
Chief of Infrastructure

Project N/A
Contract 001870

SUPPLEMENTAL AGREEMENT NO. 1
TO AGREEMENT FOR PROFESSIONAL SERVICES
Interactive 3D Virtual Modeling Services

THIS SUPPLEMENTAL AGREEMENT NO. 1 ("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, ("CFX"), and Real Image Solutions LLC, a Florida corporation, ("Consultant"). CFX and Consultant may be referred to herein as the "Party" or collectively as the "Parties".

A. On December 9, 2021, CFX and Consultant executed an agreement for Professional Services.

B. CFX desires to amend the Agreement to add services to the Scope of Services.

C. Articles 1.0 and 4.0 of the Agreement provide that in the event that CFX elects to add, delete or change the services outlined in the Scope of Services and Method of Compensation, as defined in the Agreement, and attached to the Agreement as Exhibit "A" and Exhibit "B", respectively, the compensation to be paid to the Consultant shall be subject to adjustment as shall be mutually agreed upon by CFX and the Consultant.

Now, therefore, in consideration of the mutual covenants and promises set forth in this Supplemental Agreement, CFX and the Consultant 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. Exhibit “A”, Scope of Services of the Agreement is hereby amended to include the additional services as outlined in the Consultant’s April 18, 2025, letter to CFX, which is attached hereto as Exhibit “A” and incorporated herein by reference.

3. Exhibit "B” Method of Compensation of the Agreement is hereby amended as follows:

a. The amount not to exceed in section 2.0 is increased by $300,000.00.

b. The Total Maximum Limiting Amount is increased to $800,000.00.

4. **Effect on Agreement.** All provisions of the 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, the provisions of this Supplemental Agreement shall take precedence.

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

6. **Entire Agreement.** This Supplemental Agreement, and any documents incorporated, referenced, or attached hereto, contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and/or warranties, whether oral or written, of either of the Parties.

7. **Effective Date.** This Supplemental Agreement shall be effective as of the latest day of execution.

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have made and executed this Supplemental No. 1: Central Florida Expressway Authority, signing by and through its Director of Procurement, authorized to execute same by Board action on June 12, 2025, and Real Image Solutions LLC, signing through its undersigned signatory, duly authorized to execute same.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____ Date: _____

Print Name: Aneth Williams Title: Director of Procurement

REAL IMAGE SOLUTIONS LLC By:

Print Name: Gary Rackliff Date: 05/13/2025

_____ Title: Owner/CTO

Reviewed and approved as to form for the exclusive reliance of CFX.

By: _____ Date: 05/08/2025

Print Name: Cristina T. Berrios Title: CFX Deputy General Counsel

Friday, April 18, 2025

Jamison Edwards, PE
Engineering Project Manager
Central Florida Expressway Authority (CFX)
4974 ORL Tower Rd · Orlando, FL 32807

Reference: Interactive 3D Virtual Modeling Services Contract 001870
Supplemental Agreement Request

On behalf of Real Image Solutions, I am writing to formally request $300,000 be added as Supplemental Agreement No. 1, to the existing Interactive 3D Virtual Modeling Contract No. 001870.

Since the inception of this contract, Real Image Solutions has supported CFX by delivering high-quality, interactive 3D modeling services that enhance communication, visualization, and stakeholder engagement across multiple projects. As demand for these services continues to grow, the additional funding will enable us to expand our support while maintaining the responsiveness and quality that CFX has come to expect.

We appreciate the opportunity to be a trusted partner of CFX and look forward to continuing our support in advancing the agency's initiatives through innovative 3D visualization technology.

Please don't hesitate to contact me directly should you need additional documentation or clarification to facilitate this request.

Thank you for your consideration.

Respectfully submitted,

Gary Rackliff
Real Image Solutions LLC
Owner / CTO

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 1 AGREEMENT
CONTRACT NO. 001870

THIS CONTRACT RENEWAL NO. 1 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 Real Image Solutions LLC, registered and authorized to do business in the State of Florida, hereinafter called the ("Consultant"). CFX and Consultant are referred to herein sometimes as a "Party" or the "Parties."

WITNESSETH

WHEREAS, on December 9, 2021, CFX and the Consultant entered into a Contract Agreement (the "Original Agreement") with a Notice to Proceed date of January 24, 2022, whereby CFX retained the Consultant to provide Interactive 3D Virtual Modeling Services.

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

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

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

2. **Renewal Term**. CFX and Consultant agree to exercise the first renewal of said Original Agreement, which renewal shall begin on January 24, 2025 and end on January 23, 2026 ("Renewal Term"), unless otherwise extended as provided in the Original Contract.

3. **Compensation for Renewal Term**. The Consultant shall be compensated for any and all services performed during the Renewal Term under this Renewal Agreement in accordance with the compensation schedule of the Original Agreement in the amount of $0.00 ("Renewal Compensation"). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the Consultant pursuant to the terms of the Original Agreement, and any supplements or amendments thereto.

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

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, and Real Image Solutions LLC signing through its undersigned signatory, duly authorized to execute same.

REAL IMAGE SOLUTIONS LLC

By:_____
Print Name: Gary Rackliff
Title: Owner/CTO

ATTEST:_____(SEAL)

Secretary or Notary

If Individual, furnish two witnesses:
By:_____
Print Name:_____

By:_____
Print Name:_____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams
Aneth Williams, Director of Procurement

Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this 6th day of January, ~~2024~~ 2025 for its exclusive use and reliance.

By:_____
~~Angela J. Wallace~~ Cristina T. Berrios
~~General Counsel~~ Deputy General Counsel

AGREEMENT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

AND

REAL IMAGE SOLUTIONS LLC

INTERACTIVE 3D VIRTUAL MODELING

CONTRACT NO. 001870

CONTRACT DATE: December 09, 2021
CONTRACT AMOUNT: $500,000.00

CONTRACT
REAL IMAGE SOLUTIONS LLC (RIS)
CONTRACT NO. 001870

This Contract No. 001870 (the "Contract" as defined herein below), is made this 9th day of December, 2021, between CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called "CFX" and REAL IMAGE SOLUTIONS LLC, hereinafter the "CONSULTANT":

WITNESSETH:

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

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

WHEREAS, CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of a consultant to provide interactive 3D virtual modeling other services as may be assigned to the consultant by CFX; and,

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

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

1. SERVICES TO BE PROVIDED

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

The services to be provided under this Contract include providing interactive 3D Virtual Modeling and other services as detailed in the Contract Documents and any amendments, supplements, or modifications thereto.

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

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

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

(collectively, the "Contract").

2. TERM AND NOTICE

The initial term of the Contract will be three (3) years. There shall be two renewal options of one (1) year each. The options to renew are at the sole discretion and election of CFX. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by the CONSULTANT are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide the CONSULTANT with written notice of its intent at least 60 days prior to the expiration of the initial Contract Term and each renewal, if any.

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

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

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

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

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

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

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

3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES

3.1 The Contract Amount for the Contract term is $500,000.00.

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

4. AUDIT AND EXAMINATION OF RECORDS

4.1 Definition of Records:

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

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

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

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

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

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

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

5. MINORITY AND WOMEN'S BUSINESS ENTERPRISES

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

6. CONSULTANT INSURANCE

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

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

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

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

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

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

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

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

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

CONSULTANT RESPONSIBILITY

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

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

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

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

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

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

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

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

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

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

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

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

8. INDEMNITY

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

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

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

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

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

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

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

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

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

9. PUBLIC RECORDS

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

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

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

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

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

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

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

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

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

10. PRESS RELEASES

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

11. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. PERMITS, LICENSES, ETC.

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

13. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

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

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

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

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

14. NONDISCRIMINATION

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

15. SUBLETTING AND ASSIGNMENT

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

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

16. DISPUTES

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

17. PREVAILING PARTY ATTORNEY'S FEES

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

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

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

18. OTHER SEVERABILITY

If any section of this Contract, other than the immediately preceding Prevailing Party Attorneys' Fees section, be judged void, unenforceable or illegal, then the illegal provision shall be, if at all possible, interpreted or re-drafted into a valid, enforceable, legal provision as close to the parties' original intention, and the remaining portions of the Contract shall remain in full force and effect and shall be enforced and interpreted as closely as possible to the parties' intention for the whole of the Contract.

19. GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of Florida. Venue of any legal or administrative proceedings arising out of this Contract shall be exclusively in Orange County, Florida.

In consideration of the foregoing premises, CFX agrees to pay CONSULTANT for work performed and materials furnished at the prices submitted with the Proposal.

20. RELATIONSHIPS

CONSULTANT acknowledges that no employment relationship exists between CFX and CONSULTANT or CONSULTANT's employees. CONSULTANT shall be responsible for all direction and control of its employees and payment of all wages and salaries and other amounts due its employees. CONSULTANT shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax and income tax withholding, unemployment compensation, workers compensation, and employment benefits.

CONSULTANT shall conduct no act or omission that would lead CONSULTANT's employees or any legal tribunal or regulatory agency to believe or conclude that CONSULTANT's employees would be employees of CFX.

Any approval by CFX of a subcontract or other matter herein requiring CFX approval for its occurrence shall not be deemed a warranty or endorsement of any kind by CFX of such subcontract, subconsultant, or matter.

21. INTERPRETATION

For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Except for reference to women's business enterprises and matters relating thereto, reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If CONSULTANT discovers any material discrepancy, deficiency, or ambiguity in this Contract, or is otherwise in doubt as to the meaning of any provision of the Contract, CONSULTANT may immediately notify CFX and request clarification of CFX's interpretation of the Contract. The Contract Documents, together with and including all exhibits, comprise the entire agreement of the parties and supersedes and nullifies all prior and contemporaneous negotiations, representations, understandings, and agreements, whether written or oral, with respect to the subject matter hereof.

22. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONSULTANT hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached documentation supporting the compensation are accurate, complete and current as of the date of this Contract. It is further agreed that said price shall be adjusted to exclude any significant sums where CFX shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one year following the date of final billing or acceptance of the work by CFX, whichever is later.

23. SURVIVAL OF EXPIRATION OR TERMINATION

Any clause, sentence, paragraph, or section providing for, discussing or relating to any of the following shall survive the expiration or earlier termination of the Contract:

23.1 Trademarks, service marks, patents, trade secrets, copyrights, publicity, or other intellectual property rights, and terms relating to the ownership, security, protection, or confidentiality thereof; and

23.2 Payment to CONSULTANT for satisfactory work performed or for termination expenses, if applicable; and

23.3 Prohibition on non-competition agreements of CONSULTANT's employees with respect to any successor of CONSULTANT; and

23.4 Obligations upon expiration or termination of the Contract; and

23.5 Any other term or terms of this Contract which by their nature or context necessarily survive the expiration or earlier termination of the Contract for their fulfillment.

24. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

24.1 Immediately upon expiration or termination of this Contract CONSULTANT shall submit to CFX, upon request, a report containing the last known contact information for each subconsultant or employee of CONSULTANT who performed work under the Contract; and

24.2 CONSULTANT shall initiate settlement of all outstanding liabilities and claims, if any, arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of CFX.

25. INSPECTOR GENERAL

CONSULTANT understands and shall comply with subsection 20.055(5), Florida Statutes, and to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to this section. The undersigned further agrees that any subconsultants and

subcontractors to the undersigned participating in the performance of this Contract shall also be bound contractually to this and all applicable Florida statutory requirements.

26. ASSIGNMENT

This Contract may not be assigned without the written consent of CFX.

27. VERIFY

CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the CONSULTANT during the term of the contract. CONSULTANT shall require all of its subcontractors to verify the employment eligibility of all new employees hired by the subcontractors during the term of the Agreement.

28. PPROPRIATION OF FUNDS

CFX's performance and obligation to pay under this Agreement are contingent upon an annual budget appropriation by its Board. The parties agree that in the event funds are not appropriated, this Agreement may be terminated, which shall be effective upon CFX giving notice to the CONSULTANT to that effect.

29. COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

CFX may terminate this Agreement for breach of contract if the Consultant:

29.1. submitted a false certification as provided under Florida Statute 287.135(5); or

29.2. been placed on the Scrutinized Companies with Activities in Sudan List; or

29.3. been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or

29.4. been engaged in business operations in Cuba or Syria; or

29.5. found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

30. NOTICE TO THE PARTIES

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party to whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to wit:

CFX: CENTRAL FLORIDA EXPRESSWAY (CFX)
4974 ORL Tower Road
Orlando, Florida 32807
ATTN: General Counsel

CENTRAL FLORIDA EXPRESSWAY (CFX)
4974 ORL Tower Road
Orlando, Florida 32807
ATTN: Director of Engineering

CONSULTANT: REAL IMAGE SOLUTIONS
1877 Edgewater Drive
Orlando, Florida 32804
ATTN: Gary Rakliff

31. EXHIBITS

This Contract references the exhibits listed below.

Exhibit “A” Scope of Services
Exhibit "B" Method of Compensation
Exhibit “C” Potential Conflict Disclosure Form

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the authorized signatures named below have caused this instrument to be signed by their respective fully authorized officials, as of the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Date: 2022.01.10 14:02:25 -05'00'

Director of Procurement

Print Name: Aneth Williams

REAL IMAGE SOLUTIONS

By: _____

Signature

Gary Rackliff

Print Name

Owner / CTO

Title

ATTEST: _____ (Seal)

DATE: December 29, 2021

AMANDA BARNGROVER
Notary Public - State of Florida
Commission # HH 134449
My Comm. Expires May 25, 2025
Bonded through National Notary Assn.

Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this ___ day of _____, 2021 for its exclusive use and reliance.

By: Laura N. Kelly, Associate General Counsel Digitally signed by Laura N. Kelly, Associate General Counsel Date: 2022.01.10 13:21:00 -05'00'

Diego "Woody" Rodriguez, General Counsel

EXHIBIT A

SCOPE OF SERVICES

Scope of Services for 3D Cloud-Based Virtual Project Modeling

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 production and coordination of cloud-based, interactive 3D virtual models for CFX projects, to help facilitate communication with the public and project stakeholders in new and innovative ways, that does not require software, file downloads, installations and can be viewed on any device from workstation to smartphone.

The purpose of the cloud-based 3D virtual project models is to communicate the proposed project design and design alternatives (in various conditions and phases). The cloud-based 3D virtual project models produced will be used both internally for design collaboration and review, as well as stakeholder meetings, open houses, and other venues. The end user of cloud-based 3D virtual project models must be able to move freely, view from any location, compare and contrast different conditions, as well as analyze and extract useful information such as lane dimensions or ditch grade.

The cloud-based 3D virtual project models shall effectively communicate CFX concepts, designs, and design alternatives to assist stakeholders understanding of proposed impact of projects in various conditions in various locations.

The selected firms and their subconsultant(s) shall not enter into any other contract with CFX during the term of their contract which would create or involve a conflict of interest with the services to be provided.

1.03 Scope of Services

A. The consultant shall provide a cloud-based collaboration service to enable CFX to view and navigate the visualization models using standard internet browsers, rather than contractor provided software and packaged files. This service needs to be able to extend to public stakeholders and engage in web-based meetings with shared model view, with an option to navigate on local desktop computers without internet access. The cloud collaboration service shall extend for time period designated by CFX. Training will also be provided to CFX as necessary. The cloud-based 3D virtual project models must have the ability to offer the following:

- Multiple visual assets and not depend on computational render times
- Interactively view, analyze, and present projects in various conditions inside of one virtual project model
- Provide 'platform agnostic' built in collaboration tools, for remote project collaboration
- Preset multiple viewpoints or animation paths
- View existing conditions and design alternatives
- Generate still images and videos without the requirement of render engines
- Be accessible to public audiences from any web connected device, with no downloads or installations
- Provide 'one click' connection to key social media platforms from within cloud-based visual asset

B. CFX Responsibilities

- Survey data and Triangulated Irregular Network ("TIN") surface models of existing ground surface where available for the project in particular formats (dgn, dwg, etc.)
- Available Ortho-rectified geo-referenced aerial photography of the area to be modeled
- Examples and guidelines for relevant features of the proposed design such as medians, curbs, sidewalks, barrier and guardrail types, locations and appearance of other roadway furniture (i.e. CFX standard drawings and project plan sheets)
- Available ground or oblique photography of existing buildings designated for detailed, realistic representation
- Computer-aided design ("CAD") engineering files of details including proposed grading, striping, signage, sections and details of proposed structures and available amenities (landscaping, lighting etc.)
- Agency logo and other applicable graphics

C. Deliverables

- Visual Assets of Existing Conditions o Contractor shall create a cloud-based georeferenced 1:1 3D model, depicting existing conditions of the project. Model must be a realistic, detailed representation of the determined project area and include, aerial imagery, roadways, curbs, sidewalks, buildings, trees, signs, waterways and other details and features as determined by this agency.
- Visual Assets of Proposed Design and Design Alternatives (including phased construction, MOT, ROW etc.). Contractor shall create a cloud-based georeferenced 1:1 3D model, that depicts the proposed design and design alternatives of any given project. Model must be a realistic, detailed representation of the proposed project design(s) and related improvements and

incorporate proposed alternative roadways. Curbs, sidewalks, lights, signs and other features. Model must also incorporate the initial design modeling to include appropriate buildings, trees, signs, waterways, vehicles, pedestrians and other details and features as determined by this agency.

- Contractor shall generate a draft virtual model that includes existing and proposed designs for Agency review and a final model that incorporates all agency comments and revisions.

D. Format and Software Requirements

- Visual Assets must be housed and retained on Contractor cloud-based servers.
- Primary Visual Assets must be accessible to the Agency via an internet connection
- Provide an 'optional' software solution that will synchronize to the cloud-based 3D virtual model, for use should internet connection be lost or unavailable.
- Interactive virtual model must be accessible to the general public via computers, tablets and smartphones using internet connection only.
- Contractor shall provide access to virtual model for agreed life of project.

E. Experience Requirements

- Three (3) years of experience in creating 3D, interactive virtual project models as described in the Scope of Services.
- Five (5) successful 3D virtual project models used for public outreach purposes, completed within the last three (3) years

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

EXHIBIT "B"

METHOD OF COMPENSATION
INTERACTIVE 3D VIRTUAL MODELING

1.0 PURPOSE

This document describes the limits and method of compensation to be made to the Consultant for the services set forth in the Scope of Services. The services shall be provided over the duration of the work specified in the Contract.

2.0 COMPENSATION

CFX agrees to pay the Consultant for the performance of authorized services described in the Scope of Services an amount not exceed $500,000.00 for a three year term of the Agreement. All compensation shall be authorized by means of individual task orders.

3.0 METHOD OF COMPENSATION

3.1 The Consultant shall have a documented invoice procedure. The Consultant shall prepare and forward invoices to CFX's Accounts Payable Department or Billing@cfxway.com.

3.2 CFX does not guarantee that all of the services described in the Scope of Services will be assigned during the term of the Contract. Further, the Consultant is providing these services on a non-exclusive basis. CFX, at its option, may elect to have any of the services set forth herein performed by other consultants or CFX staff.

3.3 Consultant shall receive and accept the compensation and payment provided in the Contract as full payment, unless otherwise stated, for all labor, materials, expenses, supplies and incidentals required to be provided by the Consultant in the Scope of Services.

3.4 The Consultant shall promptly pay all subconsultants/subcontractors and suppliers their proportionate share of payments received from CFX.

3.5 If the Consultant elects to receive direct deposit of payments from CFX, CFX will provide the Consultant with the necessary Automatic Deposit Authorization Agreement form.

3.6 CFX reserves the right to withhold payment or payments in whole or in part, and to continue to withhold any such payments for work not completed, completed unsatisfactorily, work that is behind schedule or work that is otherwise performed in an inadequate or untimely fashion as determined by CFX or it's designated representative. Any and all such payments previously withheld shall be released

and paid to Consultant promptly when the work is subsequently satisfactorily performed. If any defined action, duty or service or part required by the Contract is not performed by the Consultant, the value of such action, duty or service or part thereof will be determined by CFX and deducted from any invoice or monthly billing period claiming such items for payment. In order to expedite the review, processing, and delivery of each month's invoice to CFX, the Chief Financial Officer, with the approval of the Consultant, may elect to apply any deducted amounts to the following month's invoice total.

4.0 ADDITIONAL SERVICES

Additional services, as defined and determined by CFX, and the resulting compensation for such services shall be implemented by a written Supplemental Agreement in accordance with the Contract. Such work shall not be performed until a Supplemental Agreement has been executed by CFX and the Consultant.

5.0 PROJECT CLOSEOUT

Final Audit: 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 subcontractors 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.

END OF SECTION

CONSENT AGENDA ITEM
#11

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement

DATE: May 22, 2025

SUBJECT: Approval of Supplemental Agreement No. 3 with Atkins North America, Inc. for Design Consultant Services for SR 414 Expressway Extension from US 441 to Maitland Summit Boulevard
Project No. 414-208, Contract No. 001971

Board approval Supplemental Agreement No. 3 with Atkins North America, Inc. in the amount of $800,000.00 is requested. The original contract was for five years with two one-year renewals.

The work to be performed includes additional design services.

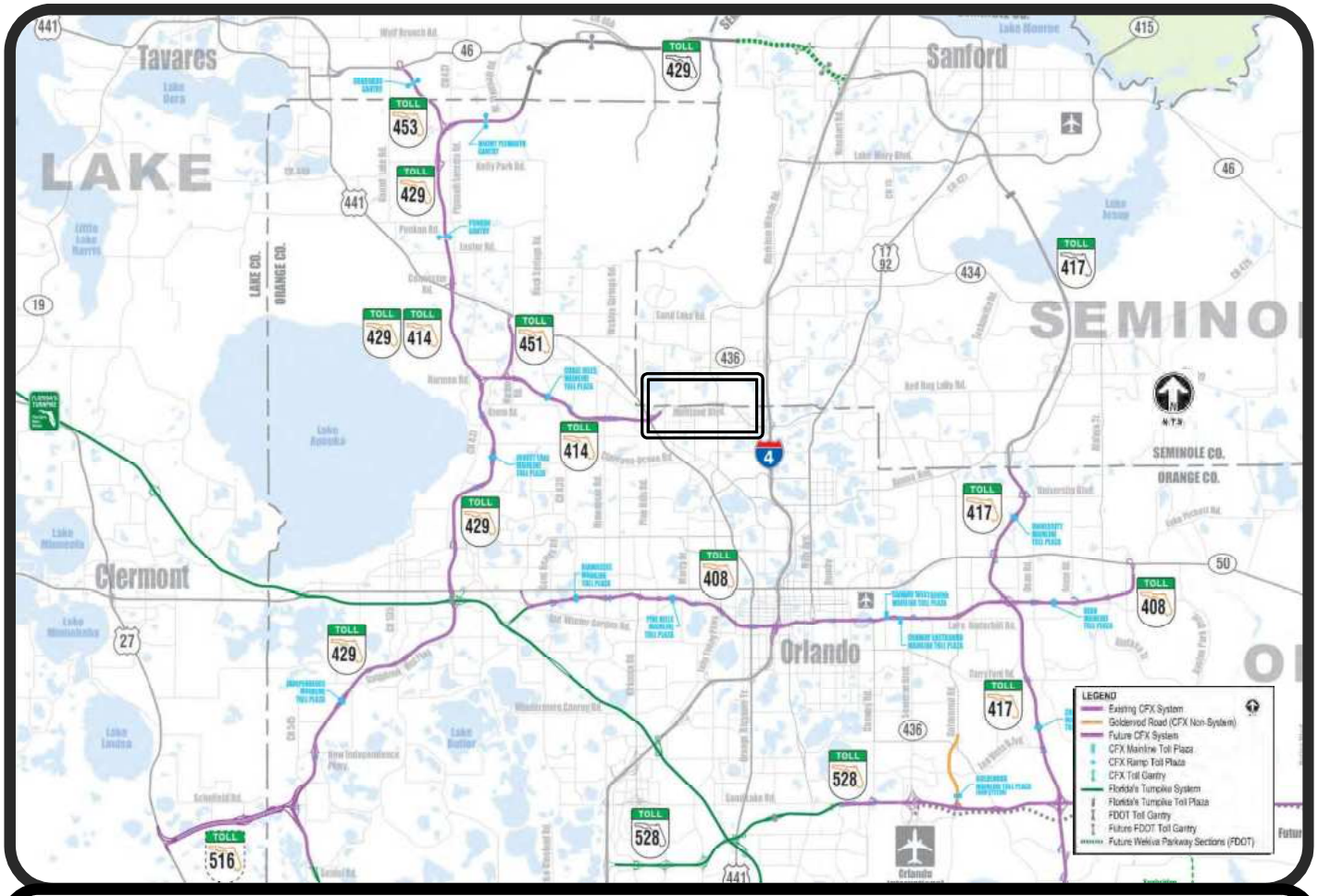
Original Contract	$22,900,000.00
Supplemental Agreement No. 1	$ 0.00
Supplemental Agreement No. 2	$ 0.00
Supplemental Agreement No. 3	$ 800,000.00
Total	$23,700,000.00

This contract is included in the Five-Year Work Plan.

Reviewed by:

David Falk, PE
Director of Engineering

Glenn Pressimone, PE
Chief of Infrastructure



Project Location Map for
SR 414 Expressway Extension – US 441 to Maitland Summit Boulevard (414-208)

Project 414-208
Contract 001971

SUPPLEMENTAL AGREEMENT NO. 3
TO AGREEMENT FOR PROFESSIONAL SERVICES FINAL DESIGN
SR 414 Expressway Extension – From US 441 to Maitland Summit Boulevard

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THIS SUPPLEMENTAL AGREEMENT NO. 3 ("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, ("CFX"), and Atkins North America, Inc., a Florida corporation, ("Consultant"). CFX and Consultant may be referred to herein as the "Party" or collectively as the "Parties".

A. On June 8, 2023, CFX and Consultant executed an agreement for Professional Services, Final Design, as amended or supplemented by Supplemental Agreement No. 1 dated April 9, 2024, and Supplemental Agreement No. 2 dated October 8, 2024 (collectively, "Agreement").

B. CFX desires to amend the Agreement to add services to the Scope of Services.

C. 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.

Now, therefore, in consideration of the mutual covenants and promises set forth in this Supplemental Agreement, CFX and the Consultant 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. Exhibit “A”, Scope of Services of the Agreement is hereby amended to include the additional services as outlined in the Consultant’s April 4, 2025, letter to CFX, which is attached hereto as Exhibit “A” and incorporated herein by reference.

3. Exhibit "B” Method of Compensation of the Agreement is hereby amended as follows:

a. The Salary Related Costs are adjusted upward by $854,601.55 to $14,452,313.94.

b. The Direct Expenses – Lump Sum (Prime) remains unchanged at $10,888.33.

c. The Direct Expenses – Limiting Amount (Prime) remains unchanged at $8,964.00.

d. The PD&E Re-Evaluation remains unchanged at $257,712.31

e. The Subcontract Items are adjusted upward by $266,064.10 to $8,568,456.82 as follows:

- GEC $85,114.32
- Olsen Engineering $49,242.14
- ECHO UES $15,629.91
- BASE $42,122.88
- GPI $73,954.85

f. The Allowance is adjusted downward by $320,665.65 to $401,664.60.

g. The Total Maximum Limiting Amount is adjusted upward by $800,000.00 to $23,700.000.00

4. **Effect on Agreement.** All provisions of the 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, the provisions of this Supplemental Agreement shall take precedence.

5. **Counterpart and Electronic Signatures.** This Supplemental Agreement may be executed in multiple counterparts, including by electronic or digital signatures in compliance with Chapter 668, Florida Statutes, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement.

6. **Entire Agreement.** This Supplemental Agreement, and any documents incorporated, referenced, or attached hereto, contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and/or warranties, whether oral or written, of either of the Parties.

7. **Effective Date.** This Supplemental Agreement shall be effective as of the latest day of execution.

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have made and executed this Supplemental No. 3: Central Florida Expressway Authority, signing by and through its Director of Procurement, authorized to execute same by Board action on June 12, 2025, and Atkins North America, Inc. signing through its undersigned signatory, duly authorized to execute same.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____ Date: _____

Print Name: Aneth Williams Title: Director of Procurement

ATKINS NORTH AMERICA, INC.

By: Christopher Bausher Digitally signed by Christopher Bausher DN: O=AtkinsRealis, CN=Christopher Bausher, E=Chris.bausher@atkinsrealis.com Reason: I agree to the terms defined by the placement of my signature in this document Location: Date: 2025.05.21 15:34:11-04'00' Foxit PDF Editor Version: 13.1.2 Date: 5/21/2025

Print Name: Christopher S Bausher Title: Division Manager

Reviewed and approved as to form
for the exclusive reliance of CFX.

By: _____ Date: 05/21/2025

Print Name: Cristina T. Berrios Title: Deputy General Counsel

Dewberry

MEMORANDUM

Date: May 9, 2025

To: Jamison Edwards, PE CFX Engineering Project Manager

From: Carnot Evans, PE

Subject: Design Consultant Services - Contract 001971
CFX Project No. 414-208
SR 414 Expressway Extension from US 441 to Maitland Summit Boulevard
Supplemental Agreement No. 3

Comments:

I have reviewed the fee sheet and scope of services submitted by Atkins provided via email on April 4, 2025 for the SR 414 Expressway Extension from US 441 to Maitland Summit Boulevard design project. This requested contract amendment is to provide additional design services for expanded project limits, inclusion of a shared use path, additional retaining walls, additional ITS devices, updated tolling details, and additional subsurface investigation for the project.

The work authorization request is attached and costs are detailed below:

$	854,601.55	Total Additional Fee for Atkins as Prime
$	266,064.10	Total Additional Subconsultant Fees
$	1,120,665.65	Total Requested Additional Contract Amount

The total staff hours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this agreement in the amount of $1,120,665.65.

Should you have questions or need additional information, please call me at 321.354.9757.

cc:

Keith Jackson, PE Dewberry
File

AtkinsRéalis

Exhibit "A"

Jamison Edwards, PE
Engineering project Manager
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

Dear Mr. Edwards

04 April 2025

Attached for your consideration is our fee proposal for Supplemental Agreement # 3 for providing additional Services for Project 414-208, Contract 001971, SR 414 Expressway Extension, From US 441 to Maitland Summit Blvd. in Orange and Seminole Counties. Included are:

- Staff Hour and Fees
- Scope of Services

If you have any questions concerning this information, please contact me at your convenience.

Thank you.

Joseph R. Garrity PE

AtkinsRéalis
482 South Keller Road
3rd floor
Orlando, FL 32810-6101

Tel: +1 407 647 7275/+1 800 284 5182
Fax: +1 407 806 4500

atkinsrealis.com

EXHIBIT "A"

SCOPE OF SERVICES FOR SUPPLEMENTAL AGREEMENT #3
Contract No. 001971
SR 414 Expressway Extension from US 441 to Maitland Summit Boulevard
Project 414 – 208
Orange and Seminole Counties

1.0 GENERAL

1.3 Purpose

G. The CONSULTANT shall conduct studies and prepare Design Plans, Specifications, and Estimates for the 414-208 project as follows.

The CONSULTANT will require additional time for Contract.

The CONSULTANT will require additional survey including Ground Penetrating Radar (GPR) by others, SUE Surveys, topographic Surveys of the Pond G area which has been revised since initial surveys were completed and locating critical survey data points from the GPR by others. Topographic Surveys are also required for two existing sign structures that are removed from the general project limits between Hiwassee Road and US 441.

The CONSULTANT will require additional geotechnical data to support the design of the SUP and added walls and miscellaneous structures.

The CONSULTANT will prepare ten additional pavement designs.

The CONSULTANT will prepare plans for additional walls and miscellaneous structures required for the project.

The CONSULTANT will prepare plans for an added SUP and design modifications to include in the plans.

The CONSULTANT will prepare additional analysis for added alignments and increased traffic control efforts.

The CONSULTANT will prepare three additional Design Variations and one Design Exception for the project.

The CONSULTANT will credit back eight typical section sheets and eight ramp terminal detail sheets. The CONSULTANT will require an additional seven typical section detail sheets, five additional layout sheets, nineteen additional profile sheets, fourteen additional plan sheets, thirteen additional special profile,

three special details sheets, 133 additional cross sections, 248 additional traffic control cross sections, twenty four additional traffic control detail sheets, and four additional utility adjustment sheets.

The CONSULTANT will evaluate changes to the required treatment volume for the additional impervious areas for the proposed SUP and the impacts to Ponds C, D, E, and F. The CONSULTANT will also require additional effort for Pond G and Pond CC analysis due to complexity. The CONSULTANT will also require additional effort for pollutant load analysis of 9 basins and added special details for inlets along the eastbound inside through lane of SR 414 to avoid wall strap system at lake Bosse Bridge. A credit is given for Design of Stormwater Management Facility (Roadside Treatment Swales and Linear Ponds) not required for the project.

The CONSULTANT will require 4 additional Summary of Drainage Structures Sheets, 45 additional drainage structures, and one additional detail sheets to show the revised inlets at Lake Bosse Bridge.

The CONSULTANT will prepare a Light Spillage Report, including research of available requirements and standards and documentation.

The CONSULTANT will require additional utility coordination services in support of new ADMS, CCTV, poles and conduits along Hiawassee Road.

The CONSULTANT will require additional efforts for modifications to Lake Bosse Bridge and Little Wekiva River Bridges to accommodate the SUP.

The CONSULTANT will require additional efforts for an increased number of walls necessary for final design and traffic control.

The CONSULTANT will require additional efforts for an increased number of Miscellaneous structures for the ADMS, CCTV, and the final number of designs needed to complete the project.

The CONSULTANT will conduct a safety and crash analysis to support the PD&E Re-Evaluation.

The CONSULTANT will prepare plans for A two additional rterial Dynamic Message Sign (ADMS) System and ADMS verification CCTV cameras infrastructure along Hiawassee Road. .

The CONSULTANT will prepare plans for the replacement of existing PTMS stations along SR 414.

The CONSULTANT will provide additional coordination and details to prepare plans for an elevated toll gantry.

4.0 WORK PERFORMED BY THE CONSULTANT

4.1 Design Features

D. Project General Tasks

The following activities are included.

1. Expanded effort for contract maintenance and project documentation to add two SUBCONSULTANTs to the contract.

4.4 Survey and Mapping

O. SUE and Survey Services for the Cantilever Signs

The CONSULTANT shall perform SUE and Survey Services of two new cantilever ITS signs, the two new camera locations, and two existing sign structures in accordance with the requirements of CFX. TheCONSULTANT shall also survey the existing Pond G located in the southeast corner of the SR 434 interchange with SR 414. The CONSULTANT shall also provide support for Olsen Engineering to pick up data points for Electro-Magnetic (EM) and Ground Penetrating Radar (GPR) at Lake Bosse Bridge and approximately 750 feet of wall straps located directly west of Lake Bosse Bridge in the eastbound direction.

The following activities are included for the Cantilever Signs.

1. Horizontal Project Control (HPC)
2. Vertical PC / Bench Line
3. Topography/DTM (3D)
4. Utility Surveys
5. Drainage Survey
6. Pond Site Survey
7. Work Zone Safety
8. Line Cutting
9. Miscellaneous Surveys – Support for GPR Efforts

10. Quality Assurance / Quality Control

11. Supervision

12. Coordination

P. Electro-Magnetic (EM) and Ground Penetrating Radar (GPR) at Lake Bosse Bridge

The CONSULTANT shall perform EM and GPR scanning techniques to locate abandoned steel piles underneath Lake Bosse Bridge. A typical view of the area of concern for the abandoned piles is shown below. The EM scanning will be conducted by use of a hand-held EM tool designed specifically to locate vertical steel objects below ground (or water). The tool is waterproof to depths of about 2-feet and can sense a 20-inch steel pile to depths of 2-3 feet below the tool tip. Assuming the piles are cut off near the ground (or water) surface, this tool should allow us to accurately map out the piles while walking/wading under the bridge (or possibly from a small boat or raft in some areas). All located pile will be flagged with wood or wire flags for subsequent location by others.

Measurements will be taken from visible bridge piers or other fixed points. If the pile tops are deeper than the EM tool can locate, a GPR approach will be used that can sense down to 10 feet (depending on soil type and conductivity). The locates will be done in a grid pattern until all expected piles or pile groupings are located.

The CONSULTANT will provide a engineering letter report that will be submitted within 1-week of the completion of the field work. The report will be reviewed, signed, and stamped by a Professional Engineer in the State of Florida.

The CONSULTANT shall perform GPR testing with a dual-frequency push cart GPR system that is typically effective at penetrating 5-10 feet depending upon soil composition. This system will be used to locate metal MSE wall straps beneath roads and embankments. Scans parallel to the wall at 5- or 10-foot intervals will be made, working away from the wall to verify the length of the straps in the area of interest. The testing can be performed at night if necessary. The GPR data will be geolocated with RTK corrected GPS with an accuracy of a few inches. The data will be analyzed and a report with maps of the results will be presented.

4.5 Geotechnical Investigations

I. Geotechnical Investigations for the additional walls, Overhead Cantilever Signs, and new camera poles.

The CONSULTANT shall perform a geotechnical investigation of the project in accordance with the requirements of CFX.

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 always, according to CFX requirements. The CONSULTANT shall adhere to all traffic control requirements when taking samples on existing roadways. A traffic control plan and permit may be required. Any advanced warning signs required when crews are working on CFX system shall be made with 3M Scotchlite Diamond Grade Fluorescent orange roll up sign sheeting.

The work includes groundwater and estimates for seasonal high groundwater levels, soil parameters to assist with the design and construction of the proposed Overhead Cantilever Signs and Camera Poles, pH and resistivity conditions requiring design considerations, soil shrinkage/swell characteristics, location, and depths of unsuitable material (muck).

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.

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 plans.

Provide traffic control support for GPR SUBCONSULTANT.

The following activities are included.

1. Develop Detailed Boring Location Plan
2. Stake Borings/Utility Clearance
3. Coordinate and Develop MOT Plans for Field Investigation
4. Drilling Access Permits
5. Collection of Corrosion Samples
6. Coordination of Field Work
7. Soil and Rock Classification – Roadway
8. Laboratory Data
9. Seasonal High-Water Table
10. Wall Borings
11. Design Soil Parameters for Signs, walls, and Camera Poles and Geotechnical Recommendations
12. Final Reports for Signs, walls, and Camera Poles and Geotechnical Recommendations
13. SPT Boring Drafting
14. Other Geotechnical – Coordinate with GPR SUBCONSULTANT
15. Field Reviews
16. Technical Meetings
17. Quality Assurance/Quality Control
18. Supervision
19. Coordination

4.6 Pavement Design

C. Pavement Designs for SR 414 from SR 434 to Keller Road.

1. Eleven additional pavement designs include the following:

a. One additional milling and resurfacing
b. One additional widening
c. Five new construction
d. Four shoulder designs

4.9 Utilities

D. Utility Coordination

1. Additional utility coordination services in support of new ADMS, CCTV, poles and conduits along Hiawassee Road.

4.10 Roadway Design

F. Roadway Analysis and CADD

The CONSULTANT will incorporate approximately 6478 feet of SUP into the at grade portion of SR 414 along the eastbound border area, from Bear Lake Road to Gateway Drive.

The following activities are included.

1. Additional Design Variations and Exceptions for the following:

   a. Reduced Lateral offset to face of curb to bridge piers.
   b. Reduced Lane width variation along Maitland Blvd. from SR 434 to Keller Road.
   c. Shoulder Width Variation along Maitland Blvd. from SR 434 to Keller Road.

2. Horizontal /Vertical Master Design Files

3. Cross Section Design Files

4. Temporary Traffic Control Plan Analysis

5. Master TTCP Design Files

6. Additional Design Variations and Exceptions for the following:

   a. Reduced Lateral offset to face of curb to bridge piers.
   b. Reduce shoulder widths for SUP.
   c. Reduced Lane width variation along Maitland Blvd. from SR 434 to Keller Road.
   d. Shoulder Width Exception along Maitland Blvd. from SR 434 to Keller Road.

7. Other Roadway Analysis

   The CONSULTANT shall conduct planning studies needed to justify use of SUP and achieve FDOT approvals. Included are study to relocate Wekiva-Seminole Trail from the north side of SR 414 to the south side of SR 414 between US 441 and Bear Lake Road, prepare typical sections of various concepts for FDOT review, conduct SUP feasibility studies for roadway, drainage, and structures, and prepare roll plot of a preferred alignment scenario for FDOT review and approval.

8. The CONSULTANT shall update the previously prepared Preliminary Engineering Report to reflect the SUP revisions.

9. Typical Section Details

10. Project Layout Sheets

11. Roadway Profile Sheets

12. Roadway Plans Sheets

13. Special Profiles

14. Special Details

15. Cross Sections

16. TTCP Cross Sections

17. Temporary Traffic Control Detail Sheets

18. Utility Adjustment Sheets

19. Quality Assurance/Quality Control

20. Supervision

21. Coordination

4.11 Structures Design

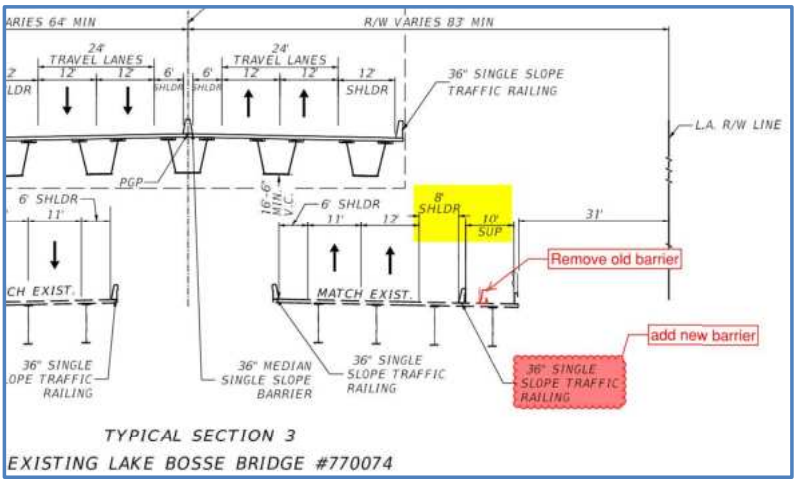
Q. Design Analysis and CADD

The CONSULTANT shall prepare retaining wall plans and modify the bridge railings on the Lake Bosse and Little Wekiva Canal bridges. Additional walls will also be required.

The CONSULTANT shall prepare Miscellaneous Structure Plans of the Hiawassee ADMS Signs, Camera Poles, and additional signs/ITS devices identified for the project.

The following activities are included.

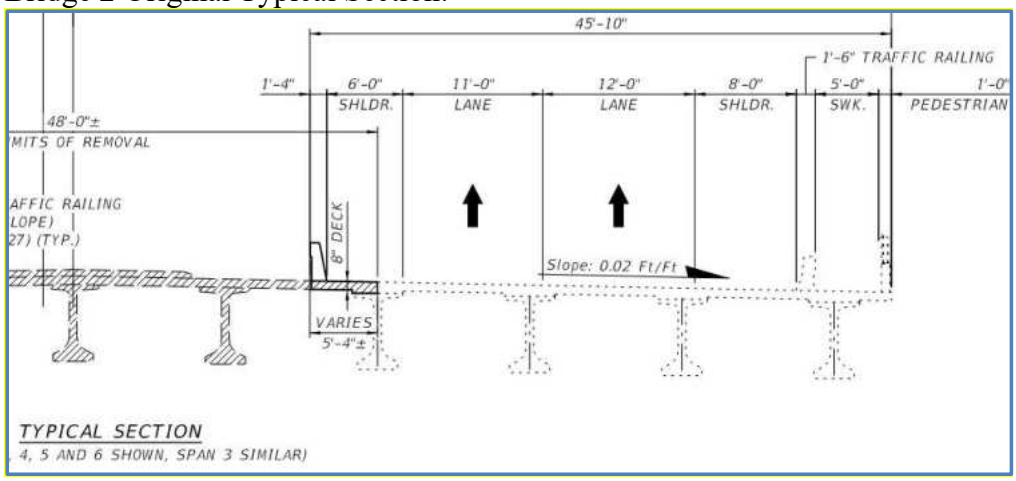
Bridge 2 Lake Bosse Bridge - Br. No. 770074 (Tab 9)



Include analysis for bridge deck of proposed single slope barrier in exterior bay of girders. The bridge deck will not be replaced due to complications to traffic phasing, public inconvenience, and benefit/cost of deck strengthening. FDOT coordination is required to affirm that the existing bridge deck is to remain.

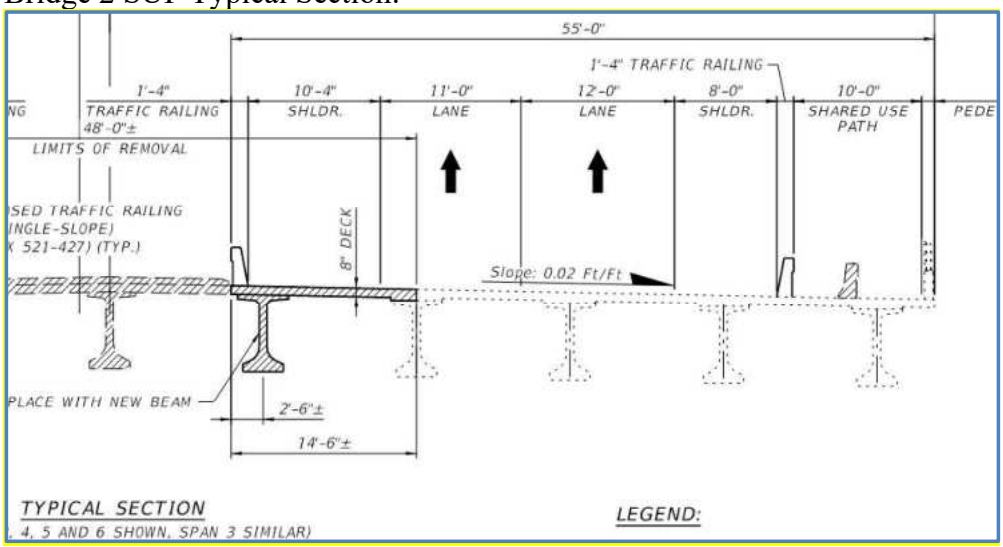
Lake Bosse Bridge Br. 770074 (Tabs 13 & 14)

Bridge 2 Original Typical Section:



Remove existing girder for new foundation installation, replace with new girder to accommodate wider typical section for SUP, typical all spans (1ea steel span, 5ea concrete girder spans)

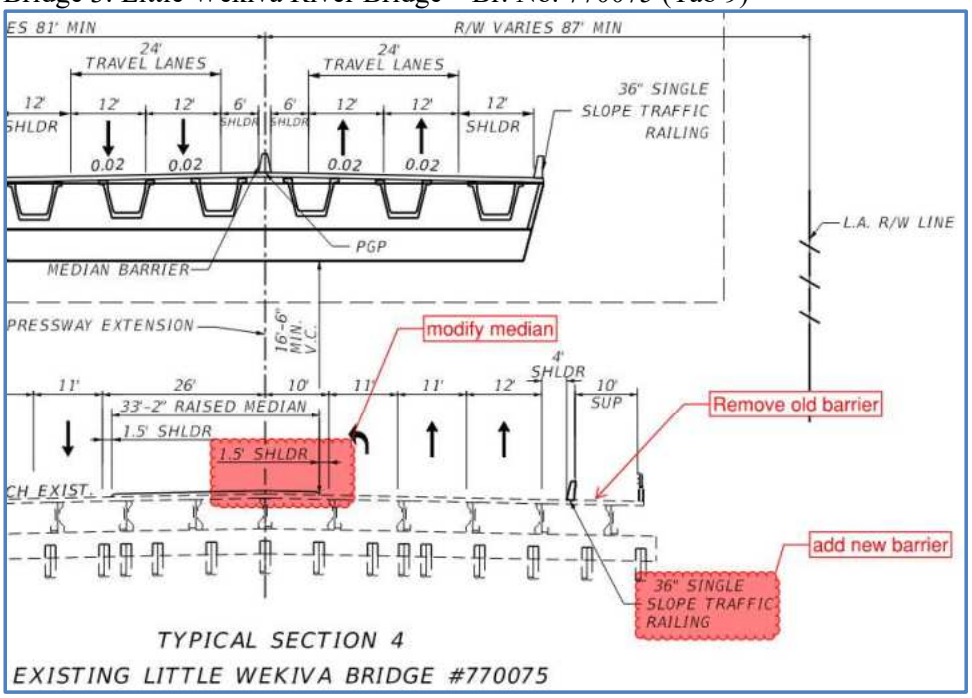
Bridge 2 SUP Typical Section:



The following activities are included.

1. Framing Plan
2. Girder Elevation
3. Splice Details
4. Girder Deflections and Camber

Bridge 3: Little Wekiva River Bridge – Br. No. 770075 (Tab 9)



Include analysis for bridge deck of proposed single slope barrier was per original scope. The bridge deck will not be replaced due to complications to traffic phasing, public inconvenience, and benefit/cost of deck strengthening. FDOT coordination is required to affirm that the existing bridge deck is to remain.

The following activities are included.

1. Prestressed Beam
2. Prestressed Beam Schedules
3. Framing Plan
4. Beam/girder stability
5. Bearing pad and bearing plate design
6. Bearing pad and bearing plate details
7. Load Ratings

Retaining Walls

The original scope included two (2) walls, shown as Wall 1 and Wall 2 highlighted in green in “Appendix A – Preliminary Wall Plans 30%”. An

additional nine (9) walls were found to be needed, highlighted in red in "Appendix A – Preliminary Wall Plans 30%". Summary of lengths below:

- Wall 3 is approximately 585' in length.
- Wall 4 is approximately 206' in length.
- Wall 5 is approximately 130' in length.
- Wall 6 is approximately 476' in length.
- Wall 7 is approximately 289' in length.
- Wall 8 is approximately 775' in length.
- Wall 9 is approximately 749' in length.
- Wall 10 is approximately 721' in length.
- Wall 11 is approximately 1476' in length.

The following activities are included.

1. Horizontal Wall Geometry

2. Vertical Wall Geometry

3. Semi-Standard Drawings

4. Wall Plan and Elevations (Control Drawings)

The following other Tab 9 General Items are included:

1. General Notes and Bid Item Notes

    a. Lake Bosse Bridge includes doweling into existing slab with backer plate under deck, requires FDOT approval. This was already assumed for Little Wekiva Canal Bridge, so no additional services are included.

2. Miscellaneous Common Details

    a. Lake Bosse Bridge includes one (1) detail sheet that includes a through-bolt detail showing anchorage of the proposed barrier to the existing bridge deck, and a demolition detail to remove the existing barrier with horizontal sawcut.

    b. Little Wekiva Canal Bridge includes one (1) detail sheet that includes a through-bolt detail showing anchorage of the proposed barrier to the existing bridge deck, and a demolition detail to remove the existing barrier with horizontal sawcut, and a modification of the existing raised median with surface preparation.

3. Technical Meetings

    a. FDOT approval will be required. Includes SUP meeting with FDOT including meeting preparation, attendance, and debriefing.

4. Quality Assurance/Quality Control

5. Supervision

6. Coordination

The following other Tab 18 General Items are included:

1. Steel Strain Poles

2. Cantilever Sign Structures

3. Overhead and Cantilever Sign Structures Special Details Plan Sheets

4.12 Drainage Design

C. Drainage Design Analysis and CADD

As part of the SUP drainage design modifications, the CONSULTANT shall:

1. Coordinate impacts to other pond and treatment systems located within the vicinity of the proposed SUP improvements.

2. Design storm drain inlets and pipes for the at-grade modifications in accordance with design standards documented in the SR 414 Expressway Extension scope of services. Hours include spread assessment and adjustments to the existing structures impacted by the SUP design.

3. Provide additional Summary of Drainage Structure Sheets.

4. Provide additional Drainage Structure Sheets.

5. Provide additional Miscellaneous Drainage Detail Sheets

6. Quality Assurance/Quality Control

7. Supervision

8. Coordination

As part of the stormwater management facilities analysis, the CONSULTANT will evaluate changes to the required treatment volume for the additional impervious areas for the proposed SUP. Ponds C, D, E, and F impacted, additional efforts for Pond G analysis due to complexity, and additional effort for analysis of Pond CC due to increased complexity. Also, includes requested pollutant load analysis for each basin.

4.13 Roadway Lighting

G. The CONSULTANT will prepare a Light Spillage Technical Memorandum to examine the impacts for this project.

The following activities are included in the Light Spillage Analysis:

1. Prepare a Light Spillage Report to recommend a lighting design that would reduce/eliminate as much as possible the light spillage beyond the roadway R/W and into residence backyards/homes for the proposed SR 414 expansion along the project limits. The report shall include research of light spillage requirements, contact luminaire manufacturer to obtain photometric IES files of luminaires with different type of shields, prepare preliminary lighting calculations for different conditions, prepare a Light Spillage Report outlining a summary of the calculations and include 11x17 calculations in the report.

2. Quality Assurance/Quality Control

3. Supervision

4. Coordination

4.16 Signalization Plans

H. The CONSULTANT will perform a safety and crash analysis from SR 434 Overpass to Keller Road to support the Re-Evaluation for the Project Environmental Impact Report (PEIR).

The following items will be performed by the safety team as part of the supplemental agreement.

1. Other Analysis

    a. Existing Conditions

        - Download Crashes from FDOT's website.
        - Filter crashes on elevated portion of 414 vs those on frontage road (manual process).

- Summarize crashes and categorize for reporting.
- Calculate crash rates.

b. Future Conditions Analysis

- Design impacts on safety and CMF/Predictive analysis.

c. Documentation of Safety Analysis.

2. Quality Assurance/Quality Control

3. Supervision

4. Coordination

4.20 Fiber Optic Network (FON)

D. The CONSULTANT will add two Arterial Dynamic Message Sign (ADMS) System infrastructure and CCTV along Hiawassee Road. for the NB and SB traffic approaching SR 414. ADMS shall be installed at the following locations:

- Hiawassee Rd. Northbound – Approx. 1300 ft South of SR 414 (Cantilever Structure)
- Hiawassee Rd. Southbound – Approx. 1300 ft North of SR 414 (Cantilever Structure)

The following items will be performed by the ITS team as part of the supplemental agreement.

1. Conduct field review

The ITS team will collect existing filed data to include visual detailed information of the existing conditions where the proposed ADMS infrastructure is to be placed. Field review will include the following:

a. Inspection of visible utilities.
b. Verification of Power source locations.
c. Verification of existing CFX fiber optic manhole locations near SR 414 for access and connection of proposed infrastructure to CFX's FON.
d. Verification of obstructions for possible sight verification of future sign.
e. Inspection of existing paths for placement of proposed ITS structure, cabinet, conduit and pull boxes.

2. Perform ITS analysis.

The ITS team will utilize the existing information (utility, SUE and survey) to conduct ITS analysis of the proposed ADMS system. The analysis and design shall include the following:

a. Design of communication infrastructure (conduit and pull boxes) from the sign locations to the SR 414 FON backbone.
b. Work with CFX staff to identify the proper connection fibers on the backbone cables.
c. Design of electrical infrastructure (conduit, pull boxes and pole) from the nearest appropriate power service location to the ADMS cabinets.
d. Electrical calculation (branch circuit analysis, arc flash analysis, voltage drop calculation). Develop quantities and cost estimates for the addition of the ADMS to the project.
e. Review applicable CFX standard technical special provisions to ensure they meet the project needs, update if necessary.
f. Coordination with the geotechnical, SUE, survey and structure teams to ensure proper design of the sign locations.

The following activities are included in ITS Analysis:

1. ITS Analysis
2. Power Subsystem
3. Voltage Drop Calculations
4. Design Documentation
5. Existing ITS System
6. Reference and Master ITS Design File
7. Reference and Master Communications Design File
8. Pole Elevation Analysis
9. Quantities
10. Cost Estimate
11. Technical Special Provisions and Modified Special Provisions
12. Other ITS Analyses
13. Field Reviews
14. Technical Meetings
15. Quality Assurance/Quality Control
16. Supervision
17. Coordination

The following activities are included in ITS Plans:

1. Tabulation of Quantities
2. Project Layout
3. Typical and Special Details
4. Plan Sheet

5. Fiber Optic Splice Diagrams
6. Cross Sections
7. Special Service Point Details
8. Quality Assurance/Quality Control
9. Supervision

E. The CONSULTANT will modify the following existing Portable Monitoring Sites (PTMS) along SR 414 within the limits of the project to include installation of new cabinets, in-pavement loops and piezo sensors. The sites are identified as follows

- PTMS # 770290 MP 36.797
- PTMS # 770291 MP 37.914
- PTMS # 750643 MP 39.064

The following items will be performed by the ITS team as part of the supplemental agreement.

1. Conduct field review and coordination

   The ITS team will collect existing field data to include visual detailed information of the existing conditions and will coordinate with FDOT for the locations of the new PTMS equipment. The analysis will include the following:
   a. Inspection of visible utilities.
   b. Inspection of existing path for placement of proposed PTMS equipment. This includes the new cabinet, conduit, pull boxes and wiring.
   c. Coordination with CFX staff and FDOT Traffic Ops PM Cheryl Burke and her staff, as needed.

2. Perform ITS analysis.

   The ITS team will utilize the existing information (utility and survey) to develop the installation of the new cabinet and PTMS in-ground equipment. The analysis and design shall include the following:
   a. Design of PTMS cabinet per FDOT Standard index 695-001.
   b. Design of in-ground equipment (loops and Axle sensors) per FDOT Standard index 695-001.
   c. Develop quantities and cost estimate for PTMS.

The following activities are included in ITS Analysis:

1. Plan sheets - 3 Plan sheets at 50 scale.

2. Update tabulation of quantities, general notes and layout sheets to include PTMS locations.

3. Quantities
4. Cost Estimate
5. Other ITS Analyses - PTMS analysis and design
6. Field Reviews
7. Technical Meetings
8. Quality Assurance/Quality Control
9. Supervision
10. Coordination

The following activities are included in ITS Plans:

1. Tabulation of Quantities
2. General Notes/Pay Item Notes
3. Project Layout
4. Plan Sheet
5. Quality Assurance/Quality Control
6. Supervision

4.21 Tolling Gantry Facilities

D. The CONSULTANT will provide additional coordination and details to prepare plans for an elevated toll gantry.

The following activities are included in Toll Gantry Facilities Plans:

- Prepare cable distance calculations and exhibit for meeting with CFX and Transcore.
- Prepare detail for elevated pull box and gantry support location with respect to revised access road location (limited space available).
- Additional detailing for barrier wall, railings and junction slab.

The following activities are included:

1. Index of Drawings
2. Civil General Notes, Abbreviations, Symbols, and Legends
3. Overall Site Plan
4. ORT/ AET Mainline Typical Site Details
5. Civil Plans Other
6. Electrical Plans Other
7. Other Meetings
8. Quality Assurance/Quality Control
9. Supervision
10. Coordination

7.0 ADMINISTRATION

7.1 Central Florida Expressway Authority

The Authority's responsibilities remain the same as in the Original Agreement and any Supplemental Agreements to date.

7.6 Schedule

No changes to initial Project Schedule are anticipated. If unforeseen circumstance occurs during the design phase, CFX will be contacted immediately, and a time extension will be discussed.

EXHIBIT "B" METHOD OF COMPENSATION

METHOD OF PAYMENT

For completion of the additional design services as required and in accordance with the Method of Compensation in Attachment B of the Original Agreement, the CONSULTANT shall be paid:

Task	
Design Services (Limiting Amount)	**$1,120,665.65**

Project 414-208
Contract 001971

SUPPLEMENTAL AGREEMENT NO. 2

TO

AGREEMENT FOR PROFESSIONAL SERVICES

FINAL DESIGN

SR 414 Expressway Extension – From US 441 to Maitland Summit Boulevard

THIS SUPPLEMENTAL AGREEMENT NO. 2 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 ATKINS NORTH AMERICA, Inc., a Florida corporation, hereinafter called the "CONSULTANT".

WHEREAS, CFX and CONSULTANT entered into that certain Agreement for Professional Services between CFX and the CONSULTANT, dated June 8, 2023, as amended or supplemented by that certain Supplemental Agreement No. 1 between CFX and CONSULTANT dated April 9, 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 6, 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 remain unchanged at $13,597,712.39.
    b. The Direct Expenses – Lump Sum (Prime) remain unchanged at $10,888.33.
    c. The Direct Expenses – Limiting Amount (Prime) remain unchanged at $8,964.00.
    d. The PD&E Re-Evaluation remains unchanged at $257,712.31.
    e. The Subcontract Items are adjusted upward by $497,560.00 to $8,302,392.72 as follows:
        - MBJ $497,560.00
    f. The Allowance is adjusted downward by $497,560.00 to $722,330.25
    g. The Total Maximum Limiting Amount remains unchanged at $22,900,000.00.
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 and ATKINS NORTH AMERICA, Inc., signing through its Division Manager, duly authorized to execute same.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams Date: 10/08/2024

Print Name: Aneth Williams Title: Director of Procurement

ATKINS NORTH AMERICA, Inc.

By: Christopher Bausher Date: 10/4/2024

Print Name: Christopher Bausher Title: Division Manager

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: 2024.10.08 10:59:12 -04'00' Date: 10/08/2024

Print Name: Angela J. Wallace Title: General Counsel

EXHIBIT "A"

Dewberry

MEMORANDUM

Date: September 6, 2024

To: David Falk, PE CFX Manager of Engineering

From: Carnot Evans, PE

Subject: Design Consultant Services - Contract 001971
CFX Project No. 414-208
SR 414 Expressway Extension from US 441 to Maitland Summit Boulevard
Supplemental Agreement No. 2

Comments:

I have reviewed the fee sheet and scope of services submitted by Atkins provided via email on September 6, 2024 for the SR 414 Expressway Extension from US 441 to Maitland Summit Boulevard design project. This requested contract amendment is to provide additional professional services to supplement design analysis and prepare conceptual construction plans by a specialty contractor for use in the bid documents for the project.

The work authorization request is attached and costs are detailed below:

$	0.00	Total Additional Fee for Atkins as Prime
$	497,560.00	Total Additional Subconsultant Fees
$	497,560.00	Total Requested Additional Contract Amount

The total staff hours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this agreement in the amount of $497,560.00.

Should you have questions or need additional information, please call me at 321.354.9757.

cc:

Keith Jackson, PE Dewberry
File

AtkinsRéalis

David Falk, PE
Manager of Engineering
Central Florida Expressway
Authority 4974 ORL Tower Road
Orlando, FL 32807

Dear Mr. Falk

06 September 2024

Attached for your consideration is our fee proposal for Supplemental Agreement # 2 for providing Specialty Engineering Support from McNary Bergeron Johannesen for Project 414-208, Contract 001971, SR 414 Expressway Extension, From US 441 to Maitland Summit Blvd. in Orange and Seminole Counties. Included are:

- Staff Hour Scope and Fees
- Scope of Services

If you have any questions concerning this information, please contact me at your convenience.

Thank you.

AtkinsRéalis
482 South Keller Road
3rd floor
Orlando, FL 32810-6101

Tel: +1 407 647 7275/+1
800 284 5182
Fax: +1 407 806 4500

atkinsrealis.com

Joseph R. Garrity PE

EXHIBIT "A"

SCOPE OF SERVICES FOR SUPPLEMENTAL AGREEMENT #2
Contract No. 001971
SR 414 Expressway Extension from US 441 to Maitland Summit Boulevard
Project 414 – 208
Orange and Seminole Counties

1.0 GENERAL

1.3 Purpose

F. The CONSULTANT shall add a Specialty Engineer McNary Bergeron & Johannesen (MBJ) to provide a review of the design, including preparation of a Construction Package and Design Review of the project's substructure.

4.0 WORK PERFORMED BY THE CONSULTANT

4.11 Structures Design

P. Specialty Engineer

The CONSULTANT shall retain the services of a specialty engineer to assist with the constructability of the project. The following outlines the scope of work for the "Construction Package" and "Limited Peer Review" of the CFX 414-208 project including preparation of a Construction Package and design review of the substructure. The proposed superstructure is concrete U-beams (FUB-72) and steel box girders. The substructure will utilize precast, post-tensioned inverted-T pier caps, post-tensioned CIP pier caps, or phased cast-in-place (CIP) concrete that is conventionally reinforced.

TASK 1: Construction Package

1. A "Construction Package" will be prepared to determine a feasible erection method for the concrete FUB's and steel tub girders superstructures of Segments 1-9. The document shall be signed and sealed by a licensed engineer in the state of Florida. Portions of the document that are schematic only can be included by AtkinsRéalis for reference, but labeled "CONCEPT ONLY – CONTRACTOR TO VERIFY," or similar. The Construction Package will initially include two step-by-step procedures using the following methodologies:

    - Crane erection of the superstructure girders
    - Gantry/truss/shifter erection of the superstructure girders

a. Erection Drawings: The Construction Package deliverables are expected to be 100% level of detail erection drawings (unless noted otherwise) that prove/disprove the feasibility of one (1) construction method. During development, multiple scenarios will be evaluated schematically until the best erection method is agreed upon by the client and owner. A design report will accompany the drawings for further explanation/clarification and show any calculations that were required in determining the findings such as:

    - Crane loadings and rigging sizes.
    - Girder Stability (during lift, at crane/gantry release, during deck pour). Include both single curved girder and paired curved girders.
    - Wind considerations (during lift, at crane/gantry release, during deck pour)
    - Capacity requirements with principal stress check at each stage
    - Minimum bolt requirements for crane/gantry release and opening traffic underneath.
    - Verification of Construction Load on existing bridge at Lake Bosse (Segment 6) for the erection method selected. This task shall be taken to 100% level of detail.
    - Estimated time durations to complete each stage will be provided in tabular form

b. Temporary Works: Due to the complexity of the Maintenance of Traffic (MOT) and constrained corridor, we anticipate the need for temporary works in segments 2, 4, 6, and segment 8. These Specialty Engineering plans will be detailed to 100% (unless noted otherwise) for one (1) acceptable method of construction and the approximate size of each temporary works element within. A design report will accompany the drawings for further explanation/clarification and show any calculations that were required in determining the findings. These plans will include the following, but is not limited to:

    - Falsework bents: Schematic drawings (30-60%) to correspond with load table to be included in design drawings. Final details to be provide by the supplier as shop drawings.
    - Temporary work trestle(s): Full design calculations and detailing at Segment 6 to 100% level of design. It several cases, trestle piles are within the footprint of the proposed footing will not be able to be extracted. Provide design of these piles to carry both the temporary and permanent pile loads
    - Load table: Included for each of the temporary works (dead load, wind load, and construction load). The table shall include falsework, cross frames, tie-downs, and any other temporary

works needed to stabilize the girders prior to deck concrete cure. Schematic drawings (30-60%) to correspond with load table to be included in design drawings. Final details to be provide by the supplier as shop drawings.

- Lifting Device: 60% level of detail with final design provided by the supplier or Contractor's Specialty Engineer. Girder lifting options to be considered schematically are listed below, with only one (1) advancing to the design drawings:
  - Strand Jack
  - Mi-Jack
  - Overhead gantry

Any issues that are found with the substructure during the review will be addressed in Task 2.

This task excludes:

- Design check of new superstructure elements in final condition before/after deck pour
- Complete rigging details
- Crane vs underground utility conflicts
- Shoring / SOE design

2. Deliverables

Each deliverable shall assume two (2) submissions; DRAFT and Final. Each deliverable shall be submitted with QC documentation.

a. DRAFT Erection Drawings
b. DRAFT Erection Design Documentation
c. FINAL Erection Drawings
d. FINAL Erection Design Documentation
e. DRAFT Temporary Works Drawings
f. DRAFT Temporary Works Design Documentation
g. FINAL Temporary Works Drawings
h. FINAL Temporary Works Design Documentation

3. Schedule

Final Deliverables are required on or before the AtkinsRéalis 60% Structures Plan QC Start date of November 6th, 2024. Assume two (2) weeks review after DRAFT submission.

TASK 2: Substructure Limited Peer Review

1. The Substructure "Limited" Peer Review (LPR) will be in accordance with the AASHTO LRFD Design Specifications and 2024 FDOT Design Manual (FDM) Section 121.12. The 2024 FDOT Structures Manual Design Guidelines (SDG) shall be considered, including, but not limited to, the Service III check within the Structures Design Guidelines (SDG) Section 3.10.A. This review is "limited" to substructure only of Segment 2 and Segment 6 only. The full Category 2 Independent Peer Review for Bridge 1 will be provided by others. Str. The LPR will include the following:

    a. Independent verification of the magnitude of girder reactions at each pier to be used for the LPR.
    b. Calculation of load combinations, during construction and in service for the precast wings, CIP columns, and CIP footings.
    c. Independent review of the design of the precast wings of the hammerhead piers during construction and in service.
    d. Independent review of the design of the pier columns during construction and in service.
    e. Independent review of the design of the pier footings during construction and in service.
    f. Review of the Atkins drawing submittals for conformance to the LPR.

    The LPR will check the provided substructure element capacity, reinforcing and post-tensioning for the anticipated load combinations during construction and in service. This review will include independent modeling that will utilize commercial software such as LARSA, RISA3D, and/pr BD2 or LEAP Suite. Additional calculations will be provided with the use of Excel and MathCAD.

2. Deliverables

    Deliverables for this task include a review report with supporting calculations. The scope, assumptions and findings will be summarized, with any review comments itemized in a spreadsheet for documentation and resolution. A summary of the supporting calculations or results will be provided in the peer review report for reference.

    Each deliverable shall assume two (2) submissions; DRAFT and Final. Each deliverable shall be submitted with QC documentation.

    a. DRAFT Substructure LPR
    b. FINAL Substructure LPR

3. Schedule

   As much as is practical, the LPR will be done concurrently with the AtkinsRéalis efforts, and the submittal sequence will follow the AtkinsRéalis submittal schedule. Final Deliverables are required on or before the AtkinsRéalis 60% Structures Plan QC Start date of November 6th, 2024. Assume two (2) weeks review after DRAFT submission.

TASK 3: Meetings and Technical Support

1. This item provides an allowance for project meetings, onsite and offsite construction support, additional work and other coordination items that MBJ will be required but not covered in this scope of services.

   a. Assume two (2) in-person meetings for two (2) people
   b. Assume bi-weekly virtual progress calls with AtkinsRéalis for two (2) people over the course of twelve (12) months.

Services not Included

1. The following items are specifically excluded from this proposal:

   a. Verification of the accuracy of the Design or Contract Documents for the superstructure
   b. Verification of the accuracy of the deep foundations
   c. Permit applications.
   d. Geotechnical, electrical, mechanical and roadway engineering or surveying services.
   e. Services for the design and/or detailing of formwork not identified in this scope.
   f. Dynamic Wind Analysis.
   g. Concrete and / or grout mix designs and placement procedures
   h. Staging or traffic plans.

7.0 ADMINISTRATION

7.1 Central Florida Expressway Authority

The Authority's responsibilities remain the same as in the Original Agreement and any Supplemental Agreements to date.

7.6 Schedule

No changes to initial Project Schedule are anticipated. If unforeseen circumstance occurs during the design phase, CFX will be contacted immediately, and a time extension will be discussed.

EXHIBIT “B” METHOD OF COMPENSATION

4.00 METHOD OF PAYMENT

For completion of the additional design services as required and in accordance with the Method of Compensation in Attachment B of the Original Agreement, the CONSULTANT shall be paid:

Task	
Design Services (Limiting Amount)	**$497,560.00**

Project 414-208
Contract 001971

SUPPLEMENTAL AGREEMENT NO. 1

TO

AGREEMENT FOR PROFESSIONAL SERVICES

FINAL DESIGN

SR 414 Expressway Extension – From US 441 to Maitland Summit Boulevard

THIS SUPPLEMENTAL AGREEMENT NO. 1 TO AGREEMENT FOR PROFESSIONAL SERVICES FINAL DESIGN ("Supplemental Agreement") is made and entered into this 9th day of April, 2024, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called "CFX", and the consulting firm of ATKINS NORTH AMERICA, Inc., a Florida corporation, hereinafter called the "CONSULTANT".

WHEREAS, CFX and CONSULTANT entered into that certain Agreement for Professional Services between CFX and the CONSULTANT, dated June 8, 2023, ("Agreement"); and

WHEREAS, Articles 2.0 and 11.0 of the Agreement provide that in the event that CFX elects to add, delete or change the services outlined in the Scope of Services, as defined in the Agreement, and attached to the Agreement as Exhibit "A", the compensation to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon by CFX and the CONSULTANT in this Supplemental Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Supplemental Agreement, CFX and the CONSULTANT agree as follows:

1. CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant's February 28, 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 $399,969.35 to $13,597,712.39.
    b. The Direct Expenses – Lump Sum (Prime) are adjusted upward by $262.93 to $10,888.33.
    c. The Direct Expenses – Limiting Amount (Prime) remain unchanged at $8,964.00.
    d. The PD&E Re-Evaluation remains unchanged at $257,712.31.
    e. The Subcontract Items are adjusted upward by $31,243.01 to $7,804,832.72 as follows:
        - GEC $31,243.01
    f. The Allowance is adjusted downward by $431,475.29 to $1,219,890.25.
    g. The Total Maximum Limiting Amount remains unchanged at $22,900,000.00.
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: _____

Print Name: Aneth Williams

Title: Director of Procurement

ATKINS NORTH AMERICA, Inc.

By: Chris Bausher Digitally signed by Chris Bausher DN: OU=Tolls, O=AtkinsRealis, CN=Chris Bausher, E=chris.bausher@atkinsrealis.com Reason: I am approving this document Location: Date: 2024.04.01 20:26:56-04'00' Foxit PDF Editor Version: 13.0.1

Print Name: Christopher Bausher

Title: Division Manager

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: 2024.04.08 11:05:09 -04'00'

Print Name: Angela J. Wallace

Title: General Counsel

EXHIBIT "A"

Dewberry

MEMORANDUM

Date: February 29, 2024

To: Dana Chester, PE CFX Director of Engineering

From: Carnot Evans, PE

Subject: Design Consultant Services - Contract 001971
CFX Project No. 414-208
SR 414 Expressway Extension from US 441 to Maitland Summit Boulevard
Supplemental Agreement No. 1

Comments:

I have reviewed the fee sheet and scope of services submitted by Atkins provided via email on February 28, 2024 for the SR 414 Expressway Extension from US 441 to Maitland Summit Boulevard design project. This requested contract amendment is to provide additional professional services to prepare construction plans and bid documents for the A-First reclaimed water main relocation associated with the project.

The work authorization request is attached and costs are detailed below:

$	400,232.28	Total Additional Fee for Atkins as Prime
$	31,243.01	Total Additional Subconsultant Fees
$	431,475.29	Total Requested Additional Contract Amount

The total staff hours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this agreement in the amount of $431,475.29.

Should you have questions or need additional information, please call me at 321.354.9757.

cc:

Keith Jackson, PE Dewberry
File

EXHIBIT "A"

SCOPE OF SERVICES FOR SUPPLEMENTAL AGREEMENT #1
Contract No. 001971
SR 414 Expressway Extension from US 441 to Maitland Summit Boulevard
Project 414 – 208
Orange and Seminole Counties

1.0 GENERAL

1.3 Purpose

E. The CONSULTANT shall prepare Design Plans, Specifications, and Estimates for the relocation of the FDOT Integrated Reuse and Stormwater Treatment (A-FIRST) water line.

The project will include the construction of bridge pier substructure in the median of SR 414, effecting approximately 3200 lineal feet of the 24-inch A-FIRST reclaimed water line. The facility is in direct conflict with the project from approximately 1,100 feet west of the SR 414/Bear Lake Road intersection to 900 feet west of the intersection of Eden Park Road. An attached Exhibit shows the approximate location of the facility with relationship to the surrounding area and SR 414.

The City of Altamonte Springs has requested that CFX prepare the relocation plans and let the project under the SR 414 Expressway Extension Project. The following summary outlines the additional project-wide efforts needed to include the A-FIRST reclaimed water line with Project No. 414-208.

4.0 WORK PERFORMED BY THE CONSULTANT

4.1 Design Features

C. Project General Tasks

The CONSULTANT shall assist CFX in the coordination, meetings, and the design of the A-FIRST reclaimed water line. This will include the adoption of the plans and specifications in the overall contract package. The following activities are included.

1. Joint Project Agreements (JPA) – These will be prepared by CFX if required. Additional efforts only include review of JPA's as requested.

2. Specifications Package Preparation - Efforts to include A-FIRST into overall Specification Package.

3. Expanded effort for contract maintenance and project documentation.

4. Prime Consultant Project Manager Meetings.

5. Expanded effort for digital delivery incorporating Utility Plans.

4.5 Geotechnical Investigations

H. Geotechnical Investigations for A-FIRST Reclaimed Water Line

The Consultant shall perform a geotechnical investigation of the project in accordance with the requirements of CFX.

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 always, according to CFX requirements. The Consultant shall adhere to all traffic control requirements when taking samples on existing roadways. A traffic control plan and permit may be required. Any advanced warning signs required when crews are working on CFX system shall be made with 3M Scotchlite Diamond Grade Fluorescent orange roll up sign sheeting.

The work includes groundwater and estimates for seasonal high groundwater levels, soil parameters to assist with reclaimed water main installation method design, pH and resistivity conditions requiring design considerations, soil shrinkage/swell characteristics, location and depths of unsuitable material (muck).

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.

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 plans.

The following activities are included.

1. Document Collection and Review

2. Develop Detailed Boring Location Plan

3. Stake Borings/Utility Clearance

4. Coordinate and Develop MOT Plans for Field Investigation

5. Coordination of Field Work
6. Soil and Rock Classification – Roadway
7. Laboratory Data
8. Seasonal High-Water Table
9. Delineate Limits of Unsuitable Material
10. Geotechnical Recommendations
11. Final Report
12. SPT Boring Drafting
13. Field Reviews
14. Technical Meetings
15. Quality Assurance/Quality Control
16. Supervision
17. Coordination

4.9 Utilities

C. Utility Design

Utility Coordination will be completed by ECHO UES, LLC. The CONSULTANT shall coordinate with ECHO UES, LLC during the design process.

The preliminary design technical memorandum will provide recommendation for pipeline alignment that will be used in final design. Once the proposed pipeline alignment in the technical memorandum is accepted; the remaining submittals will include drawings and specifications.

The CONSULTANT shall include the following submittal levels: 60%, 90%, 100%, and bid ready.

The CONSULTANT shall address and review comments from CFX and the City of Altamonte Springs (COAS) at each submittal level and address them with the next submittal.

The following activities are included.

1. Project Management
2. Review COAS record drawings.
3. Review design survey.
4. Review possible pipeline routes.
5. Prepare a feasibility study/report that will analyze locations to place the pipe, pipeline alignment, pipe materials, and construction techniques.
6. The Consultant will coordinate with the City and CFX concerning any permit needs. The Consultant will assist CFX with permit documentation for processing by CFX.
7. The CONSULTANT will assist CFX with permit documentation for review by the City of Altamonte Springs.
8. The CONSULTANT will perform field reviews and attend meetings as requested with CFX, FDOT, and COAS.
9. Quality Assurance/Quality Control.
10. Supervision and Coordination.

4.10 Roadway Design

E. Traffic Control Analysis and CADD for A-FIRST

The CONSULTANT will review the phasing plan that relocates approximately 3200 feet of A-FIRST reclaimed water line prior to construction of the SR 414 Expressway Extension. Included are a Level II analysis necessary to develop a TTCP that determines lane configurations, lane closure analysis, detour usage, diversions usage, lane shift usage, and maintaining pedestrian and bicycle access.

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 always maintained.

Develop (Level II) master TTCP files showing two primary sequence of construction phases for the installation of 3200' of A-FIRST reclaimed water

line. Includes all work necessary for designing lane configurations, lane shifts, signing and pavement markings, temporary traffic control devices, and temporary pedestrian ways.

The following activities are included.

1. Temporary Traffic Control Plan (TTCP) Analysis
2. Master TTCP Design Files
3. Quality Assurance/Quality Control
4. Supervision
5. Coordination
6. Roadway Plans
7. Temporary Traffic Control Plan Sheets
8. Temporary Traffic Control Detail Sheets
9. Quality Assurance/Quality Control
10. Supervision

4.12 Drainage Design

B. Coordination

The CONSULTANT Drainage Engineer will require addition coordination efforts with the utility designer to ensure compatibility with the proposed drainage design and the relocated A-FIRST Reclaimed Water Line. The following activities are included.

1. Drainage Analysis
2. Other Drainage Analysis
3. Technical Meetings

7.0 ADMINISTRATION

7.1 Central Florida Expressway Authority

The Authority's responsibilities remain the same as in the Original Agreement and any Supplemental Agreements to date.

AGREEMENT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

AND

ATKINS NORTH AMERICA, INC.

DESIGN CONSULTANT SERVICES FOR
SR 414 EXPRESSWAY EXTENSION
FROM US 441 TO MAITLAND SUMMIT BOULEVARD

PROJECT NO. 414-208, CONTRACT NO. 001971

CONTRACT DATE: JUNE 08, 2023
CONTRACT AMOUNT: $22,900,000.00

AGREEMENT, SCOPE OF SERVICES, METHOD OF COMPENSATION, DETAILS OF COSTS AND FEES, PROJECT ORGANIZATIONAL CHART, PROJECT SCHEDULE, PROJECT MAP, AND NON-CONFLICT DISCLOSURE FORM

AGREEMENT, SCOPE OF SERVICES, METHOD OF COMPENSATION, DETAILS OF COSTS AND FEES, PROJECT ORGANIZATIONAL CHART, PROJECT SCHEDULE, PROJECT MAP, AND NON-CONFLICT DISCLOSURE FORM

FOR

DESIGN CONSULTANT SERVICES FOR

SR 414 EXPRESSWAY EXTENSION
FROM US 441 TO MAITLAND SUMMIT BOULEVARD

PROJECT NO. 414-208
CONTRACT NO. 001971

JUNE 2023

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TABLE OF CONTENTS

Section	Title	
AG	Agreement	1 - 19
A	Exhibit “A”, Scope of Services	
B	Exhibit “B”, Method of Compensation	
C	Exhibit “C”, Details of Cost and Fees	
D	Exhibit “D”, Project Organization Chart	
E	Exhibit “E”, Project Map	
F	Exhibit “E”, Project Schedule	
G	Exhibit “G”, Potential Conflict Disclosure Form	

Project No. 414-208
Contract No. 001971

Table of Contents

1.0. DEFINITIONS. 1
2.0. SERVICES TO BE PROVIDED 1
3.0. TERM OF AGREEMENT AND RENEWALS 2
4.0. PROJECT SCHEDULE 2
5.0. PROFESSIONAL STAFF 3
6.0. COMPENSATION 4
7.0. DOCUMENT OWNERSHIP AND RECORDS 5
8.0. COMPLIANCE WITH LAWS 6
9.0. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE 7
10.0. TERMINATION 7
11.0. ADJUSTMENTS 8
12.0. HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY 8
13.0. INFRINGEMENT OF PATENTS AND COPYRIGHTS 9
14.0. THIRD PARTY BENEFICIARY 10
15.0. INSURANCE 10
16.0. COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS 12
17.0. CONFLICT OF INTEREST AND STANDARD OF CONDUCT 13
18.0. DOCUMENTED ALIENS 14
19.0. E-VERIFY CLAUSE 14
20.0. INSPECTOR GENERAL 14
21.0. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT 14
22.0. COMPANIES PURSUANT TO SECTION 287.135 AND 215.473 15
23.0. AVAILABILITY OF FUNDS 15
24.0. AUDIT AND EXAMINATION OF RECORDS 15
25.0. GOVERNING LAW AND VENUE 16
26.0. NOTICE 17
27.0. HEADINGS 17
28.0. CONTRACT LANGUAGE AND INTERPRETATION 17
29.0. ASSIGNMENT 18
30.0. SEVERABILITY 18
31.0. INTEGRATION 18
32.0. ATTACHMENTS 18

Project No. 414-208
Contract No. 001971

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this 08th day of June 2023, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 2014-171, Laws of Florida, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter "CFX," and ATKINS NORTH AMERICA, 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 482 South Keller Road, Suite 300, Orlando, FL 32810.

WITNESSETH:

WHEREAS, CONSULTANT represents that it is fully qualified and authorized to render the professional services contracted herein.

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, CFX and CONSULTANT agree as follows:

1.0. DEFINITIONS.

Reference herein to the Project Manager shall mean CFX's Director of Engineering or his authorized designee. The Project Manager shall provide the management and technical direction for this Agreement on behalf of CFX. All technical and administrative provisions of this Agreement shall be managed by the Project Manager and the CONSULTANT shall comply with all of the directives of the Project Manager that are within the purview of this Agreement. Decisions concerning Agreement amendments and adjustments, such as time extensions and supplemental agreements shall be made by the Project Manager.

2.0. SERVICES TO BE PROVIDED

CFX does hereby retain the CONSULTANT to furnish certain professional services in connection with the design of SR 414 Expressway Extension from US 441 to Maitland Summit Boulevard identified as Project No.414-208 and Contract No. 001971.

The CONSULTANT and CFX mutually agree to furnish, each to the other, the respective services, information and items as described in **Exhibit "A"**, Scope of Services, attached hereto and made a part hereof.

Before rendering any of the services, any additions or deletions to the work described in **Exhibit "A"**, and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into a Supplemental Amendment covering such modifications and the compensation to be paid therefore.

The work covered by this Agreement as described in **Exhibit "A,"** includes the preparation of construction plans for one construction project. If the work is divided into more than one construction

project by CFX's Project Manager, then the CONSULTANT shall supply construction plans for each project. A Supplemental Agreement will be required for the additional work.

All construction plans, documents, reports, studies and other data prepared by the CONSULTANT shall bear the endorsement of a person in the full employ of the CONSULTANT and duly registered by the State of Florida in the appropriate professional category.

After CFX's acceptance of construction plans and documents for the project, the original set of CONSULTANT's drawings, tracings, plans, maps and CADD files shall be provided to CFX, along with one record set of the final plans. The CONSULTANT shall signify, by affixing an endorsement (seal/signature, as appropriate) on every sheet of the record set, that the work shown on the endorsed sheets was produced by the CONSULTANT. With the tracings and the record set of prints, the CONSULTANT shall submit a final set of design computations. The computations shall be bound in an 8-1/2 x 11" format and shall be endorsed (seal/signature, as appropriate) by the CONSULTANT. Refer to **Exhibit "A"** for the computation data required for this Agreement.

The CONSULTANT shall submit a final set of reports and studies which shall be endorsed (seal/signature) by the CONSULTANT.

The CONSULTANT shall not be liable for use by CFX of said plans, documents, reports, studies or other data for any purpose other than intended by the terms of this Agreement.

This Agreement is considered a non-exclusive Agreement between the parties.

3.0. TERM OF AGREEMENT AND RENEWALS

Unless otherwise provided herein or by Supplemental Agreement, the provisions of this Agreement will remain in full force and effect for a five (5) year term from the date of the Notice to Proceed for the required project services as detailed in **Exhibit "A,"** with two one-year renewals at CFX's option. The options to renew are at the sole discretion and election of CFX. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by the CONSULTANT are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide CONSULTANT with written notice of its intent at least thirty (30) days prior to the expiration of the original term and subsequent renewal, if any.

The CONSULTANT agrees to commence the scheduled project services to be rendered within ten (10) calendar days from the date specified in the written Notice to Proceed from the Project Manager, which Notice to Proceed will become part of this Agreement. The CONSULTANT shall complete scheduled project services within the timeframe(s) specified in **Exhibit "A"**, or as may be modified by subsequent Supplemental Agreement.

4.0. PROJECT SCHEDULE

The CONSULTANT agrees to provide Project Schedule progress reports for each project in a format acceptable to CFX and at intervals established by CFX. CFX will be entitled at all times to be advised, at its request, as to the status of work being done by the CONSULTANT and of the details thereof. Coordination shall be maintained by the CONSULTANT with representatives of CFX, or of other agencies interested in the project on behalf of CFX. Either party to the Agreement may request and be granted a conference.

In the event there are delays on the part of CFX as to the approval of any of the materials submitted by the CONSULTANT or if there are delays occasioned by circumstances beyond the control of the CONSULTANT, which delay the scheduled project completion date, CFX may grant to the CONSULTANT by "Letter of Time Extension" an extension of the scheduled project completion date equal to the aforementioned delays. The letter will be for time only and will not include any additional compensation.

It shall be the responsibility of the CONSULTANT to ensure at all times that sufficient time remains within the project schedule within which to complete the services on the project. In the event there have been delays which would affect the scheduled project completion date, the CONSULTANT shall submit a written request to CFX which identifies the reason(s) for the delay, the amount of time related to each reason and specific indication as to whether or not the delays were concurrent with one another. CFX will review the request and make a determination as to granting all or part of the requested extension.

In the event the scheduled project completion date is reached and the CONSULTANT has not requested, or if CFX has denied, an extension of the completion date, partial progress payments will be stopped when the scheduled project completion date is met. No further payment for the project will be made until a time extension is granted or all work has been completed and accepted by CFX.

5.0. PROFESSIONAL STAFF

The CONSULTANT shall maintain an adequate and competent professional staff to enable the CONSULTANT to timely perform under this Agreement. The CONSULTANT shall continue to be authorized to do business within the State of Florida. In the performance of these professional services, the CONSULTANT shall use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. The CONSULTANT shall use due care in performing in a design capacity and shall have due regard for acceptable standards of design principles. The CONSULTANT may associate with it such specialists, for the purpose of its services hereunder, without additional cost to CFX, other than those costs negotiated within the limits and terms of this Agreement. Should the CONSULTANT desire to utilize specialists, the CONSULTANT shall be fully responsible for satisfactory completion of all subcontracted work. The CONSULTANT, however, shall not sublet, assign or transfer any work under this Agreement to other than the associate consultants listed below without the written consent of CFX. It is understood and agreed that CFX will not, except for such services so designated herein, permit or authorize the CONSULTANT to perform less than the total contract work with other than its own organization.

Prior to retaining a subconsultant, or assigning any work to a subconsultant, the CONSULTANT shall verify that the subconsultant does not have any conflicts and acknowledges its duty to comply with CFX's Code of Ethics. The CONSULTANT shall ensure that each subconsultant adheres to, and cause all subconsultants to be bound by, all requirements, conditions, and standards set forth herein. The CONSULTANT shall collect and maintain the necessary subconsultant compliance and acknowledgement documentation and remove any subconsultant immediately, if the necessary said documentation is unavailable or the subconsultant is not adhering to the requirements and standards herein. The CONSULTANT shall provide subconsultant compliance and acknowledgement documentation to CFX upon request.

Project No. 414-208
Contract No. 001971

The approved subconsultants are:

BASE Consultants, Inc. (Class 1)	ECHO UES, Inc. (Class 1 and 2)
GPI Geospatial, Inc. (Class 1 and 2)	KCI Technologies, Inc. (Class 1)
WBQ Design & Engineering, Inc. (Class 1)	Geotechnical and Environmental Consultants, Inc. (Class 2)

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 $22,900,000.00 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 482 South Keller Road, Suite 300, Orlando, FL 32810.

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 indemnify CFX in such lawsuit as described in this section. CFX's failure to notify the CONSULTANT of a notice of claim will not release the CONSULTANT from any of the requirements of this section upon subsequent notification by CFX to the CONSULTANT of the notice of claim or filing of a lawsuit. CFX and the CONSULTANT will pay their own cost for the evaluation, settlement negotiations and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all of its costs, but if the verdict determines that there is joint responsibility, the costs of defense and liability for damages will be shared in the same percentage as that judicially established, provided that CFX's liability does not exceed the limits and limitations arising from Section 768.28, Florida Statutes, the doctrine of sovereign immunity, and law.

CFX is an agency of the State of Florida whose limits of liability are set forth in Section 768.28, Florida Statutes, and nothing herein shall be construed to extend the limits of liability of CFX beyond that provided in Section 768.28, Florida Statutes. Nothing herein is intended as a waiver of CFX's sovereign immunity under Section 768.28, Florida Statutes, or law. Nothing hereby shall inure to the benefit of any third party for any purpose, which might allow claims otherwise barred by sovereign immunity or operation of law. Furthermore, all of CFX's obligations are limited to the payment of no more than the amount limitation per person and in the aggregate contained in Section 768.28, Florida Statutes, except for payments for work properly performed, even if the sovereign immunity limitations of that statute are not otherwise applicable to the matters as set forth herein.

The obligations in Section 12.0, Hold Harmless and Indemnification, shall survive the expiration or termination of this Agreement and continue in full force and effect.

13.0. INFRINGEMENT OF PATENTS AND COPYRIGHTS

The CONSULTANT shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product or device which is the subject of patent rights or copyrights. The CONSULTANT shall, at its expense, hold harmless and indemnify CFX against any claim, suit or proceeding brought against CFX which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under this Agreement, constitute an infringement of any patent or copyright of the United States. The CONSULTANT shall pay all

damages and costs awarded against CFX. The obligations in Section 13.0, Infringement of Patents and Copyrights, shall survive the expiration or termination of this Agreement and continue in full force and effect.

14.0. THIRD PARTY BENEFICIARY

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement, and that the CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For the breach or violation of this paragraph, CFX shall have the right to terminate this Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission percentage, gift or consideration.

15.0. INSURANCE

The CONSULTANT, at its own expense, shall keep in force and at all times maintain during the term of this Agreement all insurance of the types and to the limits specified herein.

The CONSULTANT shall require and ensure that each of its subconsultants providing services hereunder procures and maintains, until the completion of the services, insurance of the requirements, types and to the limits specified herein. Upon request from CFX, the CONSULTANT shall furnish copies of certificates of insurance and endorsements evidencing coverage of each subconsultant.

The CONSULTANT shall require all insurance policies in any way related to the work and secured and maintained by the CONSULTANT to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against CFX. The CONSULTANT shall require of subconsultants, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section. When required by the insurer, or should a policy condition not permit an endorsement, the CONSULTANT agrees to notify the insurer and request that the policy(ies) be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition that specifically prohibits such an endorsement or voids coverage should the CONSULTANT enter into such an agreement on a pre-loss basis. At the CONSULTANT's expense, all limits must be maintained.

15.1 Commercial General Liability coverage shall be on an occurrence form policy for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than One Million Dollars ($1,000,000) per occurrence, Combined Single Limits (CSL) or its equivalent. The general aggregate limit shall apply separately to this Agreement (with the ISO CG 25 01 or insurer's equivalent endorsement provided to CFX) or the general aggregate limit shall be twice the required occurrence limit. CFX shall be listed as an additional insured. ISO Form CG 20 10 11 85 or if not available, ISO Forms CG 20 10 10 01 and CG 20 37 10 01, or if not available, their equivalent acceptable to CFX, shall be used to meet these requirements and

a photocopy of same shall be provided with the Certificate. The CONSULTANT further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Independent Consultants, Broad Form Property Damage, X-C-U Coverage, Contractual Liability, or Severability of Interests. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be excess to any policy of insurance required herein. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

15.2 Business Automobile Liability coverage shall be on an occurrence form policy for all owned, non-owned and hired vehicles issued on ISO form CA 00 01 or its equivalent. The limits shall be not less than One Million Dollars ($1,000,000) per occurrence/annual aggregate. In the event the CONSULTANT does not own automobiles the CONSULTANT shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. An additional insured endorsement naming CFX as an additional insured is also required to be submitted and maintained throughout the policy term.

Each of the above insurance policies shall include the following provisions: (1) The standard severability of interest clause in the policy and when applicable the cross liability insurance coverage provision which specifies that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies had been issued to each insured; (2) The stated limits of liability coverage for Commercial/Comprehensive General Liability, and Business Automobile Liability, assumes that the standard "supplementary payments" clause will pay in addition to the applicable limits of liability and that these supplementary payments are not included as part of the insurance policies limits of liability.

15.3 Workers' Compensation and Employer's Liability Insurance shall be provided as required by law or regulation (statutory requirements). Employer's Liability insurance shall be provided in amounts not less than $100,000 per accident for bodily injury by accident, $100,000 per employee for bodily injury by disease, and $500,000 policy limit by disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of CFX for all work performed by the CONSULTANT, its employees, agents and subconsultants.

15.4 Professional Liability Coverage shall have limits of not less than One Million Dollars ($1,000,000) per claim / annual aggregate, protecting the selected firm or individual against claims of CFX for negligence, errors, mistakes or omissions in the performance of services to be performed and furnished by the CONSULTANT.

The CONSULTANT shall provide CFX with Certificate(s) of Insurance with required endorsements on all the policies of insurance and renewals thereof in a form(s) acceptable to CFX. CFX shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action.

All insurance policies shall be issued by responsible companies who are acceptable to CFX and licensed to do business under the laws of the State of Florida. Each Insurance company shall minimally have an A.M. Best rating of A-VII. If requested by CFX, CFX shall have the right to examine copies and relevant provisions of the insurance policies required by this Agreement, subject to the appropriate

confidentiality provisions to safeguard the proprietary nature of CONSULTANT manuscript policies.

In the event any of the aforementioned insurance policies provide greater coverage or greater limits than the minimum requirements set forth herein, then CFX shall be entitled to the full coverage and limits of such policies, and these insurance requirements will be deemed to require such greater coverage and greater limits.

Any deductible or self-insured retention must be declared to and approved by CFX. At the option of CFX, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as requests CFX, or the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

All such insurance required by the CONSULTANT shall be primary to, and not contribute with, any insurance or self-insurance maintained by CFX.

Compliance with these insurance requirements shall not relieve or limit the CONSULTANT's liabilities and obligations under this Agreement. Failure of CFX to demand such certificate or evidence of full compliance with these insurance requirements or failure of CFX to identify a deficiency from evidence provided will not be construed as a waiver of the CONSULTANT's obligation to maintain such insurance.

The acceptance of delivery by CFX of any certificate of insurance evidencing the required coverage and limits does not constitute approval or agreement by CFX that the insurance requirements have been met or the insurance policies shown in the certificates of insurance are in compliance with the requirements.

16.0. COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS

The CONSULTANT agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying CFX and securing its consent in writing, except as required by law. The CONSULTANT also agrees that it shall not publish, copyright or patent any of the data, documents, reports, or other written or electronic materials furnished in compliance with this Agreement, it being understood that, under Section 7.0 hereof, such data or information is the property of CFX.

Regarding the use of logos, printed documents and presentations produced for CFX shall not contain the name or logo of the CONSULTANT unless approved by CFX's Public Affairs Officer or his/her designee. Prior approval by CFX's Public Affairs Officer or his/her designee is required if a copy of the CFX logo or any CFX mark, including trademarks, service marks, or any other mark, collectively referred as "Marks," is to be used in a document or presentation. The Marks shall not be altered in any way. The width and height of the Marks shall be of equal proportions. If a black and white Mark is utilized, the Mark shall be properly screened to insure all layers of the Mark are visible. The proper presentation of CFX Marks is of utmost importance to CFX. Any questions regarding the use of CFX Marks shall be directed to the CFX Public Affairs Officer or his/her designee.

Project No. 414-208
Contract No. 001971

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:
Atkins North America, Inc.
482 South Keller Road, Suite 300
Orlando, FL 32810
Attn: Joe Garrity, PE, PMP

Atkins North America, Inc.
482 South Keller Road, Suite 300
Orlando, FL 32810
Attn: Steve McWilliams, PE

27.0. HEADINGS

Headings are given to the sections of the Agreement solely as a convenience to facilitate reference. Such headings shall not be deemed in any way material or relevant to the construction or interpretation of the Agreement.

28.0. CONTRACT LANGUAGE AND INTERPRETATION

All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective functions and capacities.

If the CONSULTANT discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the CONSULTANT shall immediately notify CFX and request clarification of CFX's interpretation of this Agreement.

The Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

29.0. ASSIGNMENT

This Agreement may not be assigned without the written consent of CFX.

30.0. SEVERABILITY

The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

31.0. INTEGRATION

This Agreement constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no other agreements between the parties in connection with the subject matter hereof. No waiver, amendment, or modification of these terms hereof will be valid unless in writing, signed by all parties and only to the extent therein set forth.

32.0. ATTACHMENTS

Exhibit "A", Scope of Services
Exhibit "B", Method of Compensation
Exhibit "C", Details of Cost and Fees
Exhibit "D", Project Organization Chart
Exhibit "E", Project Location Map
Exhibit "F", Project Schedule
Exhibit "G", Potential Conflict Disclosure Form

[SIGNATURES TO FOLLOW]

Project No. 414-208
Contract No. 001971

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 08, 2023.

ATKINS NORTH AMERICA, INC.

BY: W. Brad Dennard
Authorized Signature

Print Name: W. Brad Dennard

Title: Senior Vice President

ATTEST: Sophie Gleeson (Seal)
Secretary or Notary

SOPHIE LOUISE GLEESON
Notary Public - State of Florida
Commission # HH 336581
My Comm. Expires Nov 29, 2026

Approved as to form and execution, only.

Laura Newlin Kelly
Digitally signed by Laura Newlin Kelly
Date: 2023.07.27 13:40:18 -04'00'

General Counsel for CFX

Print Name: Diego "Woody" Rodriguez

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: Aneth Williams
Digitally signed by Aneth Williams
Date: 2023.07.27 13:56:18 -04'00'
Director of Procurement

Print Name: Aneth Williams

EXHIBIT A

SCOPE OF SERVICES

Exhibit A (Part A)

Central Florida Expressway Authority (CFX)

SCOPE OF SERVICES

Project Environmental Impact Report (PEIR) Re-Evaluation

for the

SR 414 EXPRESSWAY EXTENSION PROJECT
US 441 to Maitland Summit Boulevard

CFX Project # 414-208

Contract # 001971

Table of Contents

1.0 SCOPE OF SERVICES PURPOSE 1

2.0 STUDY DESCRIPTION AND OBJECTIVES 2

2.1 STUDY OBJECTIVE 2

2.2 STUDY REQUIREMENTS AND PROVISIONS FOR WORK 2

2.2.1 Governing Regulations 2
2.2.2 Liaison Office (N/A) 3
2.2.3 Key Personnel 3
2.2.4 Sub-Consultants (N/A) 3
2.2.5 Lead Agency, Cooperating Agencies and Participating Agencies (N/A) 3
2.2.6 Meetings and Presentations 3
2.2.7 Correspondence 4
2.2.8 Quality Control 4
2.2.9 Project Schedule 4
2.2.10 Submittals 4

2.3 COORDINATION WITH OTHER ENTITIES 5

2.4 PROJECT MANAGEMENT, MEETINGS AND COORDINATION 5

2.4.1 Contract and Project Files 6

2.5 ADDITIONAL SERVICES 6

2.5.1 Alternative Corridor Evaluation (N/A) 6
2.5.2 Advance Notification (N/A) 6
2.5.3 Scoping (N/A) 6
2.5.4 Notice of Intent (N/A) 6
2.5.5 Transit Coordination Plan (N/A) 6
2.5.6 Miscellaneous Services (N/A) 6

3.0 PUBLIC INVOLVEMENT 7

3.1 PUBLIC INVOLVEMENT PREPARATION 7

3.1.1 Public Involvement Plan 7
3.1.2 Public Involvement Data Collection (Mailing List) (N/A) 7

3.2 SCHEDULED PUBLIC MEETINGS 7

3.2.1 Project Advisory Committees (N/A) 8
3.2.2 Officials Project Kick-Off 8
3.2.3 Unscheduled Public Meetings 8

3.3 PUBLIC HEARING (N/A) 8

3.4 COMMENTS AND COORDINATION REPORT (N/A) 8

3.5 NOTIFICATION OF APPROVED ENVIRONMENTAL DOCUMENT (N/A) 9

3.6 ADDITIONAL PUBLIC INVOLVEMENT REQUIREMENTS 9

3.6.1 Project Information Line/General Public Correspondence 9
3.6.2 Project Newsletters 9
3.6.3 Project Webpage 9
3.6.4 In-House Displays 9

4.0 ENGINEERING ANALYSIS AND CONSIDERATIONS 10

4.1 REVIEW OF PREVIOUS STUDIES 10

4.2 EXISTING CONDITIONS ANALYSIS 10

4.2.1 Data Collection 10
4.2.2 Existing Roadway Characteristics 10
4.2.3 Field Review 11

4.3 SURVEY (INCLUDED IN THE DESIGN SCOPE) 11

4.4 GEOTECHNICAL (INCLUDED IN THE DESIGN SCOPE) 11

4.5 TRAFFIC ANALYSIS 11

4.5.1 Traffic Analysis Methodology (N/A) 11
4.5.2 Traffic Counts 11
4.5.3 Traffic Data for Noise Study 12
4.5.4 Traffic Data for Air Analysis 12
4.5.5 Signalization Analysis 12

4.6 SIGNAGE (N/A) 12

4.7 TOLLING CONCEPTS (N/A) 12

4.8 SAFETY 12

4.9 UTILITIES AND RAILROADS (included in the Design Scope) 12

4.10 ROADWAY ANALYSIS (all roadway analysis to be completed under the design scope) 13

4.10.1 Typical Section Analysis 13
4.10.2 Roadway Design Alternatives 13
4.10.3 Intersections and Interchange Evaluation 14
4.10.4 Access Management 14
4.10.5 Multi-Modal Accommodations 14
4.10.6 Park and Ride Lots (N/A) 15
4.10.7 Maintenance of Traffic 15
4.10.8 Lighting 15

4.11 IDENTIFY CONSTRUCTION SEGMENTS (included in design scope) 15

4.12 INTELLIGENT TRANSPORTATION SYSTEMS (ITS) 15

4.13 STRUCTURES (Included in the design scope) 15

4.13.1 Existing Structure Characteristics 15
4.13.2 Structures Typical Section Analysis 16
4.13.3 Structures Design Alternatives 16

4.14 DRAINAGE 17

4.14.1 Floodplain and Environmental Permit Data Collection 17
4.14.2 Drainage Analysis 17

4.14.3 Floodplain Compensation Analysis *17*
4.14.4 Stormwater Management Analysis *18*
4.14.5 Drainage Design (N/A) *18*
4.14.6 Location Hydraulics Report *18*
4.14.7 Bridge Hydraulic Evaluation (N/A) *18*

4.15 LANDSCAPING ANALYSIS (N/A) **18**

4.16 CONSTRUCTION AND RIGHT OF WAY COST ESTIMATES (N/A) **18**

4.16.1 Construction Cost Estimate *18*
4.16.2 Right-of-Way Cost Estimate *18*

4.17 ALTERNATIVES EVALUATION **19**

4.17.1 Comparative Analysis and Evaluation *19*
4.17.2 Selection of Preferred Alternative *19*
4.17.3 Value Engineering (N/A) *19*

4.18 CONCEPT PLANS (included in design scope) **19**

4.18.1 Prepare Base Map for Conceptual Plans *19*
4.18.2 Alternative Concept Plan *20*
4.18.3 Preferred Alternative Concept Plans *20*
4.18.4 Typical Section Package (Included in Design Scope) *20*
4.18.5 Design Exception and Variations (N/A) *20*

4.19 TRANSPORTATION MANAGEMENT PLAN (N/A) **20**

4.20 RISK MANAGEMENT (N/A) **20**

4.21 ENGINEERING ANALYSIS DOCUMENTATION **20**

4.22 PLANNING CONSISTENCY (N/A) **20**

4.23 TRANSIT SYSTEMS AND SERVICE (N/A) **21**

4.24 QUALITY ASSURANCE/QUALITY CONTROL **21**

5.0 ENVIRONMENTAL ANALYSIS AND REPORTS **22**

5.1 SOCIOECONOMIC CHARACTERISTICS **22**

5.1.1 Economic *22*
5.1.2 Land Use Changes *23*
5.1.3 Mobility *23*
5.1.4 Aesthetics *23*
5.1.5 Relocation Potential (N/A) *23*

5.2 CULTURAL RESOURCES **23**

5.2.1 Archaeological and Historical Resources *23*
5.2.2 Recreational/ Section 4(f) *23*

5.3 NATURAL RESOURCES **24**

5.3.1 Wetlands *24*
5.3.2 Essential Fish Habitat *24*
5.3.3 Wildlife and Habitat *24*
5.3.4 Natural Resource Evaluation Report *24*

5.3.5 Water Quality *25*
5.3.6 Special Designation *25*
5.3.7 Identify Permit Conditions *25*
5.3.8 Farmlands *25*

5.4 PHYSICAL EFFECTS **25**

5.4.1 Noise *25*
5.4.2 Air Quality *26*
5.4.3 Construction Impact Analysis *26*
5.4.4 Contamination *26*

5.5 CUMULATIVE EFFECTS EVALUATION (N/A) **26**

5.6 PROJECT COMMITMENTS RECORD **26**

6.0 ENVIRONMENTAL DOCUMENT **26**

Class of Action Determination (N/A) **26**

Type II Categorical Exclusion (N/A) **26**

PEIR **26**

Environmental Assessment (N/A) **27**

FONSI (N/A) **27**

Draft EIS (N/A) **27**

Final EIS (N/A) **27**

Quality Assurance/ Quality Control **27**

7.0 MISCELLANEOUS **27**

SCOPE OF SERVICES FOR CONSULTING ENGINEERING SERVICES

PROJECT ENVIRONMENTAL IMPACT REPORT RE-EVALUATION

for the

SR 414 EXPRESSWAY EXTENSION PROJECT
US 441 to Maitland Summit Boulevard

This Exhibit forms an integral part of an agreement between the Central Florida Expressway Authority (hereinafter referred to as the CFX) and the selected planning and engineering firm (hereinafter referred to as the CONSULTANT) relative to the project described as follows:

1.0 SCOPE OF SERVICES PURPOSE

The purpose of this Exhibit is to describe the scope of work and the responsibilities of the CONSULTANT, CFX, the CFX's general engineering consultant (GEC) Dewberry Engineers, the CFX's traffic and revenue consultant (T&RC) CDM Smith and the CFX public involvement consultant (PIC) Quest Corporation of America.

The Project Environmental Impact Report Re-Evaluation process shall follow the Florida Department of Transportation's (FDOT) publication titled "Project Development and Environment Manual", current edition. The publication will be referred to as the PD&E Manual. All tasks identified in this scope of work will be done in accordance with the PD&E Manual, Project Environmental Impact Report (PEIR) unless otherwise stated. In the event of a contradiction between the provision of the PEIR requirements and this exhibit, the provisions of the PEIR will apply.

Using the information contained in the above-mentioned studies as a foundation, this PEIR Re-evaluation will develop more detailed information to select a preferred alternative. The work will include the preparation of environmental reports and documents which evaluate the physical, natural, social, cultural, air and noise quality, economic and human impacts of the alternatives. Preliminary engineering plans and studies which address the economic and engineering feasibility, shall be performed. Public involvement and interagency coordination will be an integral part of the assessment process.

The GEC will provide contract administration, project management services and technical reviews of all work associated with the development and preparation of the engineering / environmental study reports required for this project. The GEC is authorized by the CFX to provide the management and technical direction for this Agreement on behalf of the CFX. The CONSULTANT shall comply with all of the GEC's directions that are within the purview of this Agreement.

2.0 STUDY DESCRIPTION AND OBJECTIVES

A new grade-separated viaduct connection along State Road (SR) 414 (Maitland Boulevard) between US Highway 441 (Orange Blossom Trail) and SR 434 (Forest City Road) in Orange and Seminole Counties has been an identified need in several local long-range plans and master plans in order to provide a nonstop limited access facility for SR 414 between SR 429 and Interstate 4 (I-4). CFX recently completed the SR 414 Expressway Extension PD&E Study that selected the preferred alternative for this elevated viaduct for tolled express lanes in the median of SR 414. This PEIR Re-evaluation will consider various improvements between SR 434 and Maitland Summit Boulevard to widen SR 414 from four to six lanes to add capacity to SR 414 to support the inclusion of the express lanes on the adjacent roadway network.

2.1 STUDY OBJECTIVE

The general objective of this study is to provide documented information necessary for the CFX to reach a decision on the type, design, and location of the proposed widening between SR 434 and Maitland Summit Boulevard. All factors related to the design and location of the facility must be considered including: transportation needs, financial feasibility, social impacts, economic factors, environmental impacts, engineering analysis, and right-of-way requirements.

The specific objective of the study is to perform a re-evaluation of the existing PEIR to amend and, if necessary, prepare technical documents and reports regarding the preliminary engineering and design concept, existing and predicted conditions, typical sections, right-of-way requirements, design concepts, environmental impacts, and costs of the proposed improvements.

The documentation shall be developed to and in compliance with all applicable state regulations and all applicable state issuances governing the content and development of this study type. The resultant engineering and environmental reports prepared during the study shall satisfy the level of documentation required for a non-federally funded transportation improvement when a PEIR is prepared. Formal adoption by the CFX of the study documentation, including the identification of a preferred alignment alternative, will constitute Location and Design Concept Acceptance (LDCA) of the proposed action as a PEIR.

2.2 STUDY REQUIREMENTS AND PROVISIONS FOR WORK

2.2.1 Governing Regulations

The services performed by the CONSULTANT shall be in compliance with all applicable CFX and FDOT Manuals and Guidelines. The FDOT's Manuals and Guidelines incorporate by requirement or reference all applicable State and Federal regulations. The current edition, including updates, of the following FDOT Manuals and Guidelines shall be used in the performance of this work. It is understood that AASHTO criteria shall apply as incipient policy. Some standards may not apply to the project but are listed for reference.

Florida Statutes
Florida Administrative Codes
Applicable federal regulations, U.S. codes, and technical advisories
CFX Design Guidelines
CFX ITS Design Details

CFX Lighting Design Details
CFX PD&E Guidelines
CFX Signalization Details
CFX Signing and Pavement Marking Details
FDOT Basis of Estimates Manual
FDOT CADD Manual (No. 625-050-001)
FDOT CADD Production Criteria Handbook
FDOT Flexible Pavement Design Manual
FDOT Project Development and Environment (PD&E) Manual
FDOT Design Manual (FDM)
FDOT Standard Plans
Highway Capacity Manual
Manual of Uniform Traffic Control Devices (MUTCD)
FDOT Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways (Florida Greenbook)
FDOT Drainage Manual
FDOT Drainage Design Guide
FDOT Soils and Foundations Handbook
FDOT Structures Design Guidelines
FDOT Quality/Level of Service (Q/LOS) Handbook

2.2.2 Liaison Office (N/A)

2.2.3 Key Personnel

The CONSULTANT'S work shall be performed and directed by the key personnel identified by the CONSULTANT and approved by the CFX. Any changes in the indicated personnel shall be subject to review and approval by the CFX.

2.2.4 Sub-Consultants (N/A)

2.2.5 Lead Agency, Cooperating Agencies and Participating Agencies (N/A)

2.2.6 Meetings and Presentations

The CONSULTANT shall meet with appropriate CFX, GEC, PIC and T&RC personnel immediately following receipt of the Notice to Proceed. At a minimum, the CONSULTANT's Project Manager and senior project personnel shall attend. At the Notice to Proceed Meeting, the CFX will:

a. Render any relevant information in its possession;
b. Establish any ground rules upon which the study process will be conducted;
c. Bring to the attention of the CONSULTANT any special or controversial issues to be considered in the study; and
d. Explain the financial administration of the contract.

The CONSULTANT shall meet with the CFX as needed throughout the life of the project. The CONSULTANT should be prepared to meet with the CFX and /or GEC on a bi-weekly basis for progress meetings. The actual frequency of the meetings will vary depending on the project stage and pending activities.

2.2.7 Correspondence

Copies of all written correspondence between the CONSULTANT and any party pertaining specifically to this study shall be provided to the CFX, GEC and PIC for their records within one (1) week of the receipt of said correspondence.

2.2.8 Quality Control

The CONSULTANT shall be responsible for ensuring that all work products conform to CFX standards and criteria. This shall be accomplished through an internal Quality Control (QC) process performed by the CONSULTANT. This QC process shall ensure that quality is achieved through checking, reviewing, and surveillance of work activities by objective and qualified individuals who were not directly responsible for performing the initial work.

The CONSULTANT shall submit a Quality Assurance/Quality Control (QA/QC) Plan to the GEC for their review and approval within twenty (20) working days following the Notice to Proceed Meeting.

2.2.9 Project Schedule

The PEIR Re-Evaluation is expected to be conducted concurrently with the Design Process for this project. Within ten (10) calendar days after receipt of the Notice to Proceed, the CONSULTANT shall provide a schedule of calendar deadlines to the GEC for review. The CONSULTANT shall update the project schedule on a monthly basis and inform the CFX of any substantial potential schedule modifications. For the purpose of scheduling, the CONSULTANT shall allow for a review period of at least two (2) weeks for each draft technical report or memorandum submitted for CFX, GEC and FDOT reviews.

2.2.10 Submittals

The CONSULTANT may be required to provide (Draft and Final) hard copies of the required documents as listed below. These are the anticipated submittals for the project. Draft documents will be submitted to the GEC for initial review and comment, then provided to FDOT for concurrence review. Unless noted below, all submittals will be in electronic format.

Provisions for Work:

Quality Control Plan
Project Schedule
Agency Coordination Meeting Summaries
Meeting Agendas, Handouts, Notes, and Summaries

Engineering Items:

Existing Conditions Technical Memorandum
Draft Preliminary Engineering Report
Final Preliminary Engineering Report (Signed and Sealed)
Typical Section Package (included in Design scope)
Location Hydraulics Report
Pond Siting Report (included in Design scope)
Conceptual Right-of-Way Plans
Geotechnical Report (included in Design scope)
Utility Assessment Technical Memorandum

Environmental Items:

Level 1 Project Environmental Impact Report*	
Sociocultural Effects Evaluation (SCE)	
Noise Study Report (to be completed by GEC)	
Air Quality Technical Memorandum	
Level 1 Contamination Screening Summary	
Natural Resource Evaluation Summary	2
Cultural Resource Assessment Survey Summary	2
Water Quality Impact Evaluation Checklist	2

* *One hard copy of final document only*

Upon completion of the study, the CONSULTANT shall deliver to the CFX and GEC, in an organized manner, all project files, maps, sketches, worksheets, and other materials used or generated during the study process.

2.3 COORDINATION WITH OTHER ENTITIES

The CONSULTANT shall coordinate with all federal, state and local agencies and citizen groups that would have an influence upon the study and preparation of the preliminary engineering and environmental documents.

The CONSULTANT will be required to coordinate with and assist the CFX in securing necessary agency approvals.

The CONSULTANT will be required to coordinate this study with all other studies and projects within the project area – including, but not limited to, FDOT, County, and CFX.

2.4 PROJECT MANAGEMENT, MEETINGS AND COORDINATION

The CONSULTANT shall meet with CFX as needed throughout the life of the project. These meetings will include progress and miscellaneous review and other coordination activities with CFX. Progress reports shall be delivered to the CFX in a format as prescribed by the GEC and no less than 5 days prior to submission of the corresponding invoice. Judgment on whether work of sufficient quality and quantity has been accomplished will be made by the GEC Project Manager by comparing the reported percentage complete against actual work accomplished.

2.4.1 Contract and Project Files

Project Management efforts include complete setup and maintenance, development of monthly progress reports, schedule updates, and effort to develop and execute sub-consultant agreements, etc. Progress reports shall be delivered to the GEC in a format as prescribed by CFX and no less than 5 (five) days prior to submission of the corresponding invoice. The Project Manager will make judgment on whether work of sufficient quality and quantity has been accomplished by comparing the reported percentage complete against actual work accomplished.

Within ten (10) calendar days after the Notice to Proceed, the CONSULTANT shall provide a schedule of calendar deadlines.

2.5 ADDITIONAL SERVICES

2.5.1 Alternative Corridor Evaluation (N/A)

2.5.2 Advance Notification (N/A)

2.5.3 Scoping (N/A)

2.5.4 Notice of Intent (N/A)

2.5.5 Transit Coordination Plan (N/A)

2.5.6 Miscellaneous Services (N/A)

3.0 PUBLIC INVOLVEMENT

Public involvement includes communicating to and receiving information from all interested persons, groups, and government organizations on topics related to the PEIR re-evaluation. The CFX Public Involvement Consultant (PIC) shall coordinate and perform the appropriate level of public involvement for this project as outlined in the PD&E Manual and the following sections. The CONSULTANT shall provide support to the PIC.

All public involvement tasks and activities will be coordinated with CFX and the PIC.

3.1 PUBLIC INVOLVEMENT PREPARATION

3.1.1 Public Involvement Plan

The CONSULTANT will review the Public Involvement Plan (PIP) memorandum 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 PEIR re-evaluation is the desired outcome of the PIP.

The PIC shall perform activities necessary to support the PIP that includes the identification of stakeholders and interested parties and the preparation of meeting notes.

3.1.2 Public Involvement Data Collection (Mailing List) (N/A)

3.2 SCHEDULED PUBLIC MEETINGS

The CFX has determined that one (1) public meeting will be required to provide adequate opportunities for the public to participate in the PEIR re-evaluation The CONSULTANT shall provide to the PIC all support necessary for the CFX to hold or participate in one (1) public meeting, as listed below:

a. Alternatives Public Meeting

For each meeting, the CONSULTANT shall prepare and/or provide:

a. Scripts or agenda for presentation.
b. Graphics for presentation.
c. Input to response to comments as requested by CFX or PIC

For each meeting, the PIC shall prepare and/or provide:

a. Display advertisements (the CFX or PIC will pay the cost of publishing)
b. 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)
c. 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.

3.2.1 Project Advisory Committees (N/A)

3.2.2 Officials Project Kick-Off

The CONSULTANT will assist the PIC by providing script and graphics for a project kick-off presentation to, at a minimum, the Orange and Seminole County commissions and MetroPlan Orlando boards (and technical committees as required) at their regularly scheduled meetings.

3.2.3 Unscheduled Public Meetings

In addition to scheduled public meetings, the CONSULTANT may be required to participate in unscheduled meetings with the public, elected officials, or public agencies (MetroPlan Orlando, Orange County, Seminole County, City of Altamonte Springs, City of Maitland, neighborhood groups, etc.). The CONSULTANT shall be available with no more than five (5) working days' notice, to attend these meetings or make presentations at the request of the CFX. Such meetings and presentations may be held at any hour between 7:00 a.m. and 12:00 midnight on any day of the week. The CONSULTANT may be called upon to provide maps, draft news releases, audio-visual displays, and similar material for such meetings. The CONSULTANT shall be prepared to attend up to sixteen (16) such unscheduled meetings.

The CONSULTANT shall prepare meeting notes for the scoped meetings as noted in Section 3.1 of this scope.

3.3 PUBLIC HEARING (N/A)

3.4 COMMENTS AND COORDINATION REPORT (N/A)

The PIC will prepare a 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.

3.5 NOTIFICATION OF APPROVED ENVIRONMENTAL DOCUMENT (N/A)

3.6 ADDITIONAL PUBLIC INVOLVEMENT REQUIREMENTS

3.6.1 Project Information Line/General Public Correspondence

The PIC will maintain this project information line and the CONSULTANT will provide support to the PIC to answer questions and respond to comments.

3.6.2 Project Newsletters

The PIC shall prepare and distribute up to two (2) 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 CFX. Distribution of the two (2) newsletters will coincide with key project milestones as follows:

a. Project Kick-off/Introductory Newsletter
b. Pre-Alternatives Public 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 PIC's mailing list and other informed parties who request to be added to the mailing list. Distribution of the Newsletter(s) 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 using a CFX standard right-of-entry letter via US Post Office mail delivery.

3.6.3 Project Webpage

The CONSULTANT shall provide information about the study to the PIC for inclusion on the CFX Webpage. After initial posting of the project information, the CONSULTANT shall provide updated information to the PIC as needed during the study. These times will coincide with the newsletter mailings.

3.6.4 In-House Displays

The CONSULTANT agrees to supply duplicates of the printed alternative concepts for display in the CFX's office.

4.0 ENGINEERING ANALYSIS AND CONSIDERATIONS

4.1 REVIEW OF PREVIOUS STUDIES

The CONSULTANT shall first reference and review the completed PEIR documents and then collect and summarize at a minimum:

a. MetroPlan Orlando Long Range Transportation Plan
b. Orange County Comprehensive Plan
c. Seminole County Comprehensive Plan
d. LYNX
e. Non-motorized modes, including bikeways and pedestrian walkways
f. Other applicable transportation plans

The CONSULTANT will reference and review the existing PEIR purpose and need statement and project description and update, if necessary. The CFX and GEC will review and approve the Purpose and Need statement.

4.2 EXISTING CONDITIONS ANALYSIS

The CONSULTANT will first reference and review the completed PEIR documents and then analyze the existing facility and conditions for deficiencies.

4.2.1 Data Collection

Immediately following the Notice to Proceed, the CONSULTANT shall begin data collection. The information collected should include all data necessary to adequately identify and evaluate the location and design of the facility. All data collection efforts should be performed in accordance with the PD&E Manual.

The CONSULTANT shall make maximum use of existing information available from state, regional and local agencies such as the Florida Geographic Data Library (FGDL), or other appropriate databases that include existing features. This database information shall be compatible for use on base maps used for public presentations, corridor maps, and alternative plans.

4.2.2 Existing Roadway Characteristics

The CONSULTANT shall document the existing roadway characteristics within the project limits. The CONSULTANT will review and document available plans, pavement reports, existing rights-of-way, tax and maintenance maps and other readily available data. This effort should include obtaining the design plans for any adjacent project(s) being advanced by CFX, FDOT District 5, Orange County, City of Altamonte Springs, City of Maitland, and Seminole County. The CONSULTANT should have detailed knowledge of the various projects that make up the overall improvement.

The CONSULTANT shall develop a CADD database, supported by computer spreadsheets, that includes all existing highway characteristics noted above, as appropriate. CADD database information shall be compatible for use on aerial photography used for Public Hearing displays, the Corridor Base Map(s), and Conceptual Design Plans.

4.2.3 Field Review

The CONSULTANT shall conduct all anticipated field trips needed to collect engineering data.

4.3 SURVEY (INCLUDED IN THE DESIGN SCOPE)

The CONSULTANT shall use aerial photography and design survey (included in Design scope) as a basis for plotting various data necessary for both engineering and environmental analysis, and the development of the preliminary plans of conceptual design.

4.4 GEOTECHNICAL (INCLUDED IN THE DESIGN SCOPE)

The CONSULTANT will obtain information to describe the soil composition within the project study area using previous geotechnical reports and investigations, county and city soil survey maps, and other information from the Soil Conservation Service and detailed soil surveys as needed to determine the impacts of the project. More specifically, CONSULTANT will gather and review existing bridge and roadway boring data. CONSULTANT will also perform preliminary pond auger borings to aid in pond site selection.

This task requires the CONSULTANT to coordinate with the geotechnical staff regarding project requirements, review of geotechnical data, and scheduling.

4.5 TRAFFIC ANALYSIS

The CONSULTANT will coordinate with CFX, FDOT, and the T&RC and obtain all project traffic related information including travel demand forecasting, design traffic and all operational analysis required for completion of the study from CFX.

4.5.1 Traffic Analysis Methodology (N/A)

4.5.2 Traffic Counts

The CONSULTANT will coordinate with CFX, FDOT, and the T&RC and obtain all project traffic related information including travel demand forecasting, design traffic and all operational analysis required for completion of the study from CFX.

4.5.3 Traffic Data for Noise Study

The CONSULTANT will obtain required traffic information from CFX, FDOT, and the T&RC.

4.5.4 Traffic Data for Air Analysis

The CONSULTANT will obtain required traffic information from CFX, FDOT, and the T&RC.

4.5.5 Signalization Analysis

Consultant will coordinate w/CFX, FDOT, and T&RC and obtain all project traffic related information for travel demand forecasting, design traffic & operational analysis.

4.6 SIGNAGE (N/A)

4.7 TOLLING CONCEPTS (N/A)

4.8 SAFETY

The CONSULTANT shall obtain available data from FDOT'S Crash Analysis Reporting System (CARS) (Program numbers AARPJ12 and AARPJ13) and Signal Four for various highway segments within the study area. The CONSULTANT will obtain the most recent data for the previous five years. The data collected shall include the number and type of crashes, crash locations, number of fatalities and injuries, and estimates of property damage and economic loss. Based on the information obtained from the crash data, the CONSULTANT will identify project safety needs associated with the existing and future conditions.

The CONSULTANT will coordinate with CFX, FDOT, and the T&RC and obtain all project traffic related information including safety analysis required for completion of the study from CFX.

4.9 UTILITIES AND RAILROADS (INCLUDED IN THE DESIGN SCOPE)

The CONSULTANT shall collect data on the location of all existing utilities within the study area. The CONSULTANT shall obtain data and information and meet with utility owners concerning proposed utility improvements, some of which may influence location/design considerations. Utility data to be collected will address the following:

a. Overhead Transmission lines, microwave towers, etc.
b. Underground water, gas, sanitary sewer, force mains, power, and telephone cables, etc.
c. Bridge attachments.

Based on the coordination with the utility companies along the project, the CONSULTANT shall prepare a Utility Assessment Package as described in the PD&E Manual. The CONSULTANT will also address impacts to existing and proposed railroads, if applicable.

4.10 ROADWAY ANALYSIS (ALL ROADWAY ANALYSIS TO BE COMPLETED UNDER THE DESIGN SCOPE)

The CONSULTANT will prepare efforts relative to roadway analysis as a part of the design phase. The following elements identified in 4.10.1 through 4.10.9 will be documented and summarized in the PEIR re-evaluation.Design Controls and Criteria

The CONSULTANT will prepare design controls and criteria for developing Project alternatives and designing initial geometrics and other roadway elements according to the DEPARTMENT standards.

4.10.1 Typical Section Analysis

The CONSULTANT shall develop appropriate typical sections for the project. Typical sections for connecting roadways will be developed to meet the requirements of the government agency that is responsible for the maintenance of the roadway. The CONSULTANT shall examine typical sections that may result in minimizing right-of-way, and the incorporating of other desirable features, as deemed appropriate.

The Typical Section Analysis will be documented in a brief memorandum for CFX review and concurrence prior to conducting alternatives development.

4.10.2 Roadway Design Alternatives

Using the recommended typical section identified by CFX as a result of the typical section analysis (refer to Section 4.10.2 of scope), the CONSULTANT will conduct a horizontal and vertical alignment alternatives analysis to determine viable alternatives for CFX input. The alternatives analysis will be documented in a brief memorandum for CFX review and concurrence prior to conducting alternatives development. The CONSULTANT will consider two (2) alternatives; a No Build alternative and the Preferred Alternative.

Based on CFX direction, the CONSULTANT will then prepare the Refined Conceptual Alternative at an increased level of detail on a base map at a comparable scale. Schematic interchanges and working profiles will be developed for the refined alternative.

The CONSULTANT will abstain from identifying the preferred alternative prior to the alternatives public meeting unless specifically requested or authorized to do so by the CFX.

The entire Alternatives Development and Evaluation process shall be documented by the CONSULTANT in the Preliminary Engineering Report.

The CONSULTANT will further refine the Conceptual Alternative, thereby creating the Preferred Alternative. The Preferred Alternative will be prepared on the base maps at an appropriate scale for review and evaluation. Working profiles will be developed for the Preferred Alternative along with interchange concepts and other preliminary design features including property access treatments, stormwater facilities and toll plaza envelopes.

The CONSULTANT will make the most efficient use of existing roadways and rights-of-way in developing typical and special sections. The CONSULTANT will develop, evaluate and document alternative sections such as, but not limited to, cantilever overhangs, retained earth walls, slope stabilization, and innovative

drainage systems. Business and residential development, drainage requirements, environmental impacts and maintenance-of-traffic will be considered, evaluated and documented during this project phase.

The Preferred Alternative will be developed to a point at which the following can be determined:

a. Horizontal and vertical alignment
b. Typical cross section
c. Preliminary right-of-way needs and impacts
d. Preliminary drainage needs (showing required outfalls)
e. Existing and proposed utility locations
f. General soils information
g. Local roadway improvement needs
h. Structure locations, sizes, spans, etc.
i. Potential stormwater pond sites, sizes, locations, etc.
j. Retaining walls
k. Sound walls
l. Other features as directed by the CFX and GEC

4.10.3 Intersections and Interchange Evaluation

The CONSULTANT will propose appropriate intersection control based on the results of project traffic analysis to establish an overall intersection/interchange footprint at the following intersections:

- Maitland Summit Boulevard (WB SR 414 off Ramp at Maitland Summit, and EB SR 414 off ramp at Maitland Summit)
- SR 434 (EB SR 434 on ramp at SR 414)

The CONSULTANT will develop intersection and interchange concepts/layouts based on the results of traffic operational analysis. The layouts will include turn lanes, ramp, auxiliary lanes, storage lengths, ramp terminals, ramp junctions, and other geometric details. Roundabout options will not be evaluated at the above locations.

4.10.4 Access Management

The CONSULTANT will coordinate with necessary FDOT, County, and/or local stakeholders and ensure the appropriate access management standards are reflected within any alternative that affects the local roadway network.

4.10.5 Multi-Modal Accommodations

The CONSULTANT will coordinate with transit and local government officials in order to determine what multi-modal accommodations will be studied and evaluated as part of the project alternative.

4.10.6 Park and Ride Lots (N/A)

4.10.7 Maintenance of Traffic

The CONSULTANT will analyze the preferred alternative for constructability and the ability to maintain traffic. If the constructability analysis indicates that there will be a substantial cost to maintain traffic, the cost to maintain traffic estimate will be included in the cost estimate for that alternative.

4.10.8 Lighting

The CONSULTANT will evaluate the need for lighting in accordance with applicable manuals, guidelines, standards, and current design memorandums. The CONSULTANT will include the estimated cost for lighting in the construction cost estimate for the project alternative.

4.11 IDENTIFY CONSTRUCTION SEGMENTS (INCLUDED IN DESIGN SCOPE)

The CONSULTANT shall make a preliminary review of feasible segments for construction projects within the project in consideration of MPO priorities, budget, priority needs, maintenance of traffic, and the public demand for the improvements.

4.12 INTELLIGENT TRANSPORTATION SYSTEMS (ITS)

The CONSULTANT shall review the existing ITS system in project limits and recommend relocation options. This includes reviewing the existing CFX, FDOT District 5 and Orange County as-built information and including it within the project drawings, and developing a high-level cost estimate for the changes necessary to the facilities to meet CFX's most recent standard of deployment. The CONSULTANT shall coordinate closely with any CFX, FDOT District 5 and Orange County on-going projects to develop a concept of how the relocated fiber optic cable will tie in seamlessly to the existing CFX fiber optic cable network. These items will be documented in a Technical Memorandum.

The CONSULTANT will also show the routing of new or relocated fiber optic cable on a Conceptual ITS Plan for the preferred project alternative.

4.13 STRUCTURES (INCLUDED IN THE DESIGN SCOPE)

4.13.1 Existing Structure Characteristics

The CONSULTANT shall inventory and research existing structures to assess their age, rating, and any other factors that could be used to determine condition and future use or need for replacement.

List Existing Structures:

Existing Bridge(s): *N/A – the following bridges are specifically excluded from the scope.*

1. *Bridge SR 414 over SR 434e*

2. *Bridge SR 414 EB/WB over Maitland Summit Boulevard (Br. 750894)*
3. *Bridge SR 414 WB over Keller Road (Br. 750896)*
4. *Bridge SR 414 EB over Keller Road (Br. 750938)*
5. *Bridge SR 414 EB/WB over SR 434 (Br. 770083)*

Existing Box Culvert(s): *N/A*

- ***Mast Arm Assemblies:*** *N/A*

Strain Poles: *N/A*

- ***Existing Overhead Sign Structure(s):*** *N/A*

High Mast Lighting Structure(s): *N/A*

Noise Barrier Wall(s): *N/A*

4.13.2 Structures Typical Section Analysis

The CONSULTANT shall develop all appropriate structural typical section alternatives for the project. These will include the CFX's standard typical sections, and any typical sections that may result in minimizing right-of-way and environmental impacts and incorporating context sensitive solutions for complex bridges and retaining walls.

Bridge Modification(s): *N/A – the following bridges are specifically excluded from the scope.*

1. *Bridge SR 414 EB/WB over Maitland Summit Boulevard (Br. 750894)*
2. *Bridge SR 414 WB over Keller Road (Br. 750896)*
3. *Bridge SR 414 EB over Keller Road (Br. 750938)*
4. *Bridge SR 414 EB/WB over SR 434 (Br. 770083)*

4.13.3 Structures Design Alternatives

The CONSULTANT will show estimated bridge limits on the Viable Alternative concept. Schematic elevations for bridges over cross roads, which will indicate the basic typical section under the bridge and the approximate length will be prepared. Based on the bridge requirements, the CONSULTANT will determine the structure type and unit costs for each viable alternative bridge.

Bridge Modification(s): *N/A – the following bridges are specifically excluded from the scope.*

1. *Bridge SR 414 over Maitland Summit Boulevard (Br. 750894)*
2. *Bridge SR 414 WB over Keller Road (Br. 750896)*
3. *Bridge SR 414 EB over Keller Road (Br. 750938)*
4. *Bridge SR 414 EB/WB over SR 434 (Br. 770083)*

Includes one (1) alternative. The following shall be determined for each bridge alternative: if rehabilitation/modification is needed for the bridge to meet the Design Criteria, and cost (if modification is needed). Aesthetic consideration is excluded. The CONSULTANT shall summarize all findings and

recommendations in a Bridge Analysis Technical Memorandum, which will include General Plan & Elevation (GP&E) sheets for the preferred alternative for each structure. A table summarizing the types of improvements (including existing and proposed structures) will be included in the Bridge Analysis Technical Memorandum. Analysis of loads is excluded since only restriping with no additional bridge deck. Limited to restriping and confirmation of existing barrier, girder, and deck with qualitative (not quantitative analysis). Substructure is excluded.

4.14 DRAINAGE

The CONSULTANT will provide the following services as part of the PEIR re-evaluation, many elements typically completed as part of a PDE evaluation are not included as the roadway design concept has been determined, these elements will be included in the design phase. The following elements identified in 4.14.1 through 4.14.7 will be documented and summarized in the PEIR re-evaluation.

4.14.1 Floodplain and Environmental Permit Data Collection

The CONSULTANT shall collect hydraulic data as needed to assess constraints for the viable alternative. This effort will be coordinated with CFX, FDOT, Orange County, City of Altamonte Springs, and Seminole County to identify any historic maintenance problems involving drainage or flooding which may affect the viability of the concept design and influence the evaluation results.

The CONSULTANT will collect stormwater management or master drainage plans prepared for the area to determine the hydrologic basin characteristics, both existing and future, of bridges and culverts, such as size, topography, and land use. The CONSULTANT will inventory the immediate upstream and downstream structures and inventory existing storm drain systems; noting their type, size, hydraulic basin they serve, and discharge points. The CONSULTANT shall identify Seasonal High-Water elevations using available geotechnical data.

4.14.2 Drainage Analysis

The CONSULTANT will delineate the basin boundaries using LiDAR information, existing survey data, existing drainage maps or studies, and field observations. The CONSULTANT will determine potential high water elevations in each basin and use the information to establish the preliminary roadway profile.

The CONSULTANT shall perform preliminary drainage design to determine potential outfall locations and preliminary sizes (volume and area) of required detention and/or retention facilities for stormwater treatment or attenuation.

4.14.3 Floodplain Compensation Analysis

The CONSULTANT will determine and quantify the base floodplain involvement for the viable alternative. Additionally, the CONSULANT will obtain data necessary to analyze any encroachments.

4.14.4 Stormwater Management Analysis

The CONSULTANT will calculate the stormwater quality and attenuation requirements and estimate the stormwater management facility needs for each roadway alternative.

The location and size of potential detention/retention areas will be determined for the viable alternate. A maximum of two (2) stormwater treatment / attenuation alternates per drainage basin (that is required to be treated) will be identified, including the recommended alternate for each basin. The CONSULTANT shall prepare a PD&E Pond Siting Report, and pond shapes will be prepared in CADD format. The CONSULTANT shall perform pond sites analysis and floodplain impact compensation analysis for the proposed ponds. A cost estimate will be prepared for alternative pond sites selected and a summary of recommended pond sites will be provided.

The CONSULTANT will prepare a Pond Siting Report in accordance with the Drainage Manual and the FDOT Drainage Design Guide.

4.14.5 Drainage Design (N/A)

4.14.6 Location Hydraulics Report

The CONSULTANT shall prepare a Location Hydraulics Report, which shall include, identify, and list existing cross drains for its size, length, and available flow line information; perform proposed cross drain analysis based on recommended typical sections, using HY8 software; the analysis includes comparing existing condition for each cross drain; provide recommendation summary table for proposed cross drain size and length based on the analysis.

4.14.7 Bridge Hydraulic Evaluation (N/A)

4.15 LANDSCAPING ANALYSIS (N/A)

4.16 CONSTRUCTION AND RIGHT OF WAY COST ESTIMATES (N/A)

4.16.1 Construction Cost Estimate

As part of the alternatives evaluation, the CONSULTANT shall prepare a construction cost estimate for the viable alternatives as well as a refined cost estimate of the Preferred Alternative.

4.16.2 Right-of-Way Cost Estimate

No right-of-way is assumed for the project. If applicable, the CONSULTANT will provide the CFX with pertinent R/W information (existing/proposed & parcel take/remainder) for the alternative shown on aerials and a Google Earth file (.kmz) as well as spreadsheet tables. GEC staff will prepare preliminary R/W costs.

4.17 ALTERNATIVES EVALUATION

4.17.1 Comparative Analysis and Evaluation

The CONSULTANT will prepare an evaluation matrix, which will include the significant impacts and costs of the preferred alternative. The No-Build Alternative will be included in the matrix.

The evaluation matrix will, at a minimum, include the following features:

a. Construction Costs
b. Right-of-way impacts
c. Engineering costs
d. Utility impact costs
e. Environmental impacts
f. Socio-Economic impacts
g. Maintenance of traffic impacts
h. Potential parcel impacts
i. Drainage impacts / costs
j. Hazardous material impacts

The CONSULTANT shall be prepared to present the preferred alternative and the evaluation at the project Public Alternatives Meeting

The CONSULTANT will complete an evaluation of the Preferred Alternative. This will include engineering, environmental, and public input.

4.17.2 Selection of Preferred Alternative

Upon completion of the evaluation and comparison, the CONSULANT will identify the Preferred Alternative to the CFX.

4.17.3 Value Engineering (N/A)

4.18 CONCEPT PLANS (INCLUDED IN DESIGN SCOPE)

4.18.1 Prepare Base Map for Conceptual Plans

The CONSULTANT will review the aerial base maps used for the corridor analysis and update or provide any additional information as required for the development and evaluation of the Conceptual Design Plans. Information to be checked and updated will include:

a. Existing features: plot existing roadway right-of-way, intersections, bicycle/pedestrian walkways, and drainage easements.
b. Street names: label street names and highway numbers in immediate project area.
c. Surface features: label all pertinent cultural and natural features and land use information.

d. North Arrow: locate north arrow at upper-mid portion of sheet. Show scale and aerial flight date with north arrow.
e. Plot property lines.
f. Plot new data as it becomes available to keep base maps up to date.

4.18.2 Alternative Concept Plan

Anticipate only preferred option...no alternative analysis needed.

4.18.3 Preferred Alternative Concept Plans

Upon approval by the CFX of the preferred alternative, the CONSULANT will develop the preferred alternative on the base maps at a scale of 1" = 50' that includes refinements from the alternatives meeting .

4.18.4 Typical Section Package (Included in Design Scope)

The CONSULTANT will prepare the Typical Section Package in accordance with the FDOT's Design Manual.

4.18.5 Design Exception and Variations (N/A)

4.19 TRANSPORTATION MANAGEMENT PLAN (N/A)

4.20 RISK MANAGEMENT (N/A)

4.21 ENGINEERING ANALYSIS DOCUMENTATION

The CONSULTANT will prepare the Preliminary Engineering Report (PER) and all required supporting engineering reports in accordance with the PD&E Manual for review and comment by the CFX, GEC, and FDOT. Following review by the CFX, the CONSULTANT will make this report available to the public prior to the Public Alternatives Meeting. The Final PER will be finalized after the Public Alternatives Meeting.

4.22 PLANNING CONSISTENCY (N/A)

4.23 TRANSIT SYSTEMS AND SERVICE (N/A)

4.24 QUALITY ASSURANCE/QUALITY CONTROL

Establish and implement a QA/QC plan. Also includes sub consultant review, response to comments and any resolution meetings if required, and preparation of submittals for review. The CONSULTANT shall be responsible for ensuring that all work products conform to CFX standards and criteria. This shall be accomplished through an internal Quality Control (QC) process performed by the CONSULTANT. This QC process shall insure that quality is achieved through checking, reviewing, and supervision of work activities by objective and qualified individuals who were not directly responsible for performing the initial analysis and work. The CFX or GEC may, at any time, request copies of the CONSULTANT'S QA/QC review materials.

5.0 ENVIRONMENTAL ANALYSIS AND REPORTS

The CONSULTANT shall first reference the completed PEIR documents and then update, as necessary to the appropriate level, additional environmental analysis of each community, cultural, natural, or physical feature of the project and prepare the required corresponding documentation as outlined in the PD&E Manual.

The Environmental Documents prepared by the CONSULTANT will comply with the re-evaluation procedures listed in the PD&E Manual and will also follow the format and include content described in the PD&E Manual. The task of documentation includes the preparation of interim and draft reports prepared by the CONSULTANT for review and comment by the CFX and GEC prior to producing final reports and documents.

5.1 SOCIOECONOMIC CHARACTERISTICS

The CONSULTANT will first reference the completed PEIR documents and then conduct an overview of the study area to explore and update the socioeconomic issues, features, and activities that will influence the development of the preferred alternative. Socioeconomic features to be cataloged will include, but not be limited to:

a. Schools
b. Places of worship
c. Community centers and parks
d. Other public facilities
e. Neighborhoods
f. Specialized housing

The CONSULTANT will first reference the completed PEIR documents and then collect enough meaningful data to perform a comprehensive socioeconomic analysis that can be used in conjunction with the other environmental factors in evaluating the preferred alternative. The CONSULTANT should be prepared to interview knowledgeable people and conduct field reviews to verify as necessary.

The CONSULTANT will describe existing neighborhoods and evaluate the potential impacts of the project upon them.

5.1.1 Economic

The CONSULTANT shall first reference the completed PEIR documents and then prepare an Existing Conditions Technical Memorandum that documents and updates key community amenities and features within the study area. The CONSULTANT shall also document how public comments, ideas, and concerns have been addressed as part of the project. The preferred alternative, proposing a new roadway alignment with new traffic patterns can greatly alter access/ease of access to local businesses.

5.1.2 Land Use Changes

The CONSULTANT shall first reference the completed PEIR documents and then review and update existing and future land uses and analyze the compatibility of the project with the identified land use in accordance with the PD&E Manual. An analysis will be required that demonstrates to what extent the expressway would likely change the surrounding land use, compared to existing (taking into account current plans and ongoing roadway improvements).

5.1.3 Mobility

The CONSULTANT shall first reference the completed PEIR documents and then review and update current mobility options for local traffic and pedestrians to access area businesses, parks, places of worship, etc. and how mobility options may be altered with a new expressway facility.

5.1.4 Aesthetics

Aesthetic considerations such as impacts on existing neighborhoods and surrounding communities (positive and negative), landscaping opportunities, gateway opportunities, theme opportunities and vistas/focal points shall also be addressed. Structural design opportunities, stormwater facility, preservation of existing vegetation, and vacated right-of-way potential will also be considered. The CONSULTANT shall first reference the completed PEIR documents and then evaluate the potential visual and aesthetic impacts to the community associated with the project in accordance with the PD&E Manual.

5.1.5 Relocation Potential (N/A)

5.2 CULTURAL RESOURCES

The CONSULTANT will first reference the completed PEIR documents and then conduct a desktop analysis to assess the direct and indirect effects and will document the severity of the following items in the Environmental Document and Project file:

5.2.1 Archaeological and Historical Resources

The CONSULTANT will first reference the completed PEIR documents and then provide a cultural resource assessment for the preferred alternative, which shall include coordination with SHPO (State Historical Preservation Officer).

5.2.2 Recreational/ Section 4(f)

As the proposed project receives no federal monies, Section 4(f) is not applicable. Recreational areas will be identified as part of Section 5.1. The documentation of existing recreational resources and potential impacts will be completed by the CONSULTANT as part of the scope for Section 5.1 and 6.0.

5.3 NATURAL RESOURCES

The CONSULTANT will first reference the completed PEIR documents and then assess and summarize each of the natural resource issues in the Environmental Document. If no involvement for a particular issue is indicated, then a statement to that effect will be included.

The CONSULTANT will identify the natural resource evaluation area. The CONSULTANT will assess the direct, and indirect effects and will document the severity of the following items in the Environmental Document and project file:

5.3.1 Wetlands

The CONSULTANT will first reference the completed PEIR documents and then update available information on wetlands located within the study area. The CONSULTANT will evaluate and document all potential impacts to the study area wetlands in accordance with the PD&E Manual.

5.3.2 Essential Fish Habitat

The CONSULTANT shall collect data necessary to confirm there are no aquatic preserves or essential fish habitats located within the study area.

5.3.3 Wildlife and Habitat

The CONSULTANT will first reference the completed PEIR documents and then generally describe the project area and, more specifically, describe the area within the proposed right-of-way limits including common names and Latin binomials for dominant and/or representative species. The CONSULTANT will further quantify areas that will be impacted both directly (within the right-of-way limits) and indirectly (ecotone encroachment, etc.) by the preferred alternative.

The CONSULTANT will record all fauna observed and outline what species might be expected to be found based on flora. Any State or Federal “critical habitat” must be identified.

The CONSULTANT will obtain biological information needed to prepare a Natural Resources Evaluation of the project where endangered or threatened species are identified. The CONSULTANT will prepare a Natural Resources Evaluation for the project in accordance with the PD&E Manual.

5.3.4 Natural Resource Evaluation Report

The CONSULTANT will document the results of the Wetlands and EFH, Wildlife and Habitat evaluations in a Natural Resources Evaluation (NRE) report addendum in accordance with Part 2, Chapter 16 of the PD&E Manual.

5.3.5 Water Quality

The CONSULTANT will first reference the completed PEIR documents and then obtain information on the existing water quality of potential receiving water bodies and evaluate the project's potential for enhancing or degrading their water quality. A Water Quality Impact Evaluation checklist and supporting documentation will be prepared pursuant to the PD&E Manual.

5.3.6 Special Designation

The CONSULTANT shall first reference the completed PEIR documents and then update data necessary to perform an assessment of Outstanding Florida Waters in accordance with the PD&E Manual. The CONSULTANT will confirm there are no Wild and Scenic River designations within the study area. The CONSULTANT will confirm no aquatic preserves, or Wild and Scenic Rivers are impacted by the project and provide the appropriate level of documentation in accordance with the PD&E Manual.

5.3.7 Identify Permit Conditions

The CONSULTANT will first reference the completed PEIR documents and then obtain permit related information about sites that may require dredge and fill permits, water quality permits or stormwater discharge permits. This task includes the identification of all permitting agencies. The CONSULTANT shall identify permit conditions, and the type of permits required.

5.3.8 Farmlands

The CONSULTANT will first reference the completed PEIR documents and then confirm and document that there are no farmland impacts associated with this project in accordance with the PD&E Manual.

5.4 PHYSICAL EFFECTS

The CONSULTANT will summarize each of the physical effect issues in the Environmental Document. If no involvement for a particular issue is indicated, then a statement to that effect will be included. The CONSULTANT will identify the physical effect evaluation area. The CONSULTANT will assess the direct and indirect effects and will document the severity of the following:

5.4.1 Noise

The GEC shall perform a traffic noise analysis in accordance with the FDOT PD&E Manual. A desktop review will be performed to assess the potential for traffic noise impacts and if a detailed noise analysis is warranted. This task will include collecting all data necessary to perform the noise impact analysis. The GEC will develop Traffic Noise Model input data and evaluate the existing conditions, the No-Build Alternative and one Build Alternative for the Common Noise Environments (CNEs) and Special Land Uses (SLUs) potentially impacted by traffic noise. The GEC will conduct traffic noise barrier analyses for CNEs for which a traffic noise impact is predicted with the Build Alternative. The GEC shall prepare a comprehensive Tech Memo in lieu of a full Noise Study Report.

5.4.2 Air Quality

The CONSULTANT shall first reference the completed PEIR documents and then collect all data necessary to perform the air quality screening test in accordance with the PD&E Manual. The air quality study will be performed in accordance with the PD&E Manual. It is anticipated that the project will pass the Air Quality Screening model and no detailed air quality analysis will be required. The air quality analysis will be documented in a brief Technical Memorandum.

5.4.3 Construction Impact Analysis

The CONSULTANT will first reference the completed PEIR documents and then address potential construction impacts associated with this project in accordance with the PD&E Manual.

5.4.4 Contamination

The CONSULTANT shall first reference the completed PEIR documents and then update data through a desktop analysis as necessary to perform the Level 1 Contamination Screening Evaluation in accordance with the PD&E Manual.

5.5 CUMULATIVE EFFECTS EVALUATION (N/A)

5.6 PROJECT COMMITMENTS RECORD

The CONSULTANT will first reference the completed PEIR documents and then update, if necessary, the project commitments in the Commitments section of the Environmental Document.

6.0 ENVIRONMENTAL DOCUMENT

Class of Action Determination (N/A)

Type II Categorical Exclusion (N/A)

PEIR

The CONSULTANT will first reference the completed PEIR documents and then prepare the Draft Project Environmental Impact Report (PEIR) Re-Evaluation in accordance with the PD&E Manual for review and comment by the CFX, GEC, and FDOT. The CONSULTANT will document Project Planning Consistency consistent with requirements for a State Environmental Impact Report (SEIR) in the PEIR. Following review by the CFX, the CONSULTANT will prepare this report after all other reports have been finalized and will make this report available to the public prior to the Public Alternatives Meeting. The Final PEIR will be finalized after the Public Alternatives Meeting.

Environmental Assessment (N/A)

FONSI (N/A)

Draft EIS (N/A)

Final EIS (N/A)

Quality Assurance/ Quality Control

Establish and implement a QA/QC plan. Also includes sub consultant review, response to comments, and any resolution meetings, if required.

7.0 MISCELLANEOUS

Exhibit A (Part B)

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF DESIGN SERVICES

FOR

S.R. 414 Expressway Extension from US 441 to Maitland Summit Boulevard

PROJECT NO. 414-208

CONTRACT NO. 001971

IN ORANGE and SEMINOLE COUNTIES, FLORIDA

February 10, 2023

Exhibit A (Part B)
SCOPE OF SERVICES

TABLE OF CONTENTS

	Description	Page No. AB-
1.0	GENERAL	4
1.1	Location	4
1.2	Description	4
1.3	Purpose	4
1.4	Organization	5
1.5	Term of Agreement for Design Services	5
2.0	STANDARDS	6
3.0	DESIGN CRITERIA	7
3.1	General	7
3.2	Right-of-Way	7
4.0	WORK PERFORMED BY CONSULTANT	8
4.1	Design Features	8
4.2	Governmental Agencies	8
4.3	Preliminary Design Report - Review	9
4.4	Surveys and Mapping	9
4.5	Geotechnical Investigation	11
4.6	Pavement Design	12
4.7	Governmental Agency and Public Meetings	12
4.8	Environmental Permits	13
4.9	Utilities	14
4.10	Roadway Design	15
4.11	Structures Design	17
4.12	Drainage Design	34
4.13	Roadway Lighting	36
4.14	Traffic Engineering	37
4.15	Signing and Pavement Marking Plans	39
4.16	Signalization Plans	39
4.17	Right-of-Way Documents	40
4.18	Cost Estimates	40

4.19 Special Provisions and Specifications 41
4.20 Fiber Optic Network (FON) 41
4.21 Tolling Gantry Facilities 44
4.22 Post-Design Services 45
4.23 Landscape Analysis 47
5.0 MATERIALS FURNISHED BY CFX OR ITS DESIGNEE 48
5.1 Record Documents 48
5.2 Traffic Data 49
5.3 Other 49
6.0 WORK PERFORMED BY CFX OR ITS DESIGNEE 49
6.1 Right-of-Way Acquisition 49
6.2 Utility Agreements 49
6.3 Public Involvement 49
6.4 Contracts and Specifications Services 49
6.5 Post-Design Services 50
6.6 Environmental Permits 50
6.7 Conceptual Specialty Design 50
7.0 ADMINISTRATION 50
7.1 Central Florida Expressway Authority 50
7.2 CFX's Project Manager will: 50
7.3 Consultant 51
7.4 Project Control 52
7.5 Work Progress 52
7.6 Schedule 52
7.7 Project Related Correspondence 52
7.8 Quality Control 53
7.9 Consultant Personnel 53
7.10 Site Visit 53
7.11 Acceptability of the Work 53
7.12 Design Documentation 54
7.13 Reviews and Submittals 55
7.14 Plan Phase Submittals 57

1.0 GENERAL

1.1 Location

A. See EXHIBIT "E", Project Location Map.

1.2 Description

Professional services will include final design and preparation of construction drawings / specifications for the proposed S.R. 414 Expressway Extension from US 441 to Maitland Summit Boulevard. Specifically, the project includes construction of a four-lane elevated viaduct along SR 414 between US 441 and SR 434 with bridge piers in the median of SR 414 and widening SR 414 from SR 434 to Maitland Summit Boulevard from four to six lanes.

This project includes reconstruction of at-grade SR 414 between US 441 and SR 434, service interchange ramps with US 441, SR 434, and Maitland Summit Boulevard and toll gantries for the elevated viaduct as well as three reconstructed traffic signals at the SR 414 intersections of Bear Lake Road, Eden Park Road, and Magnolia Homes Road, and a new traffic signal on SR 414 at Gateway Drive. The project also includes a re-evaluation of the SR 414 Expressway Extension PD&E Study to document the environmental, physical, social, and cultural impacts of widening SR 414 between SR 434 and Maitland Summit Boulevard (see Part A) and a new all-electronic tolling (AET) point for both directions of the elevated viaduct. The existing SR 414 bridges over Lake Bosse and SR 434 will be modified with this project.

Additional elements include surveying, drainage evaluation and design, permitting, lighting, signing and pavement markings, signalization, Intelligent Transportation Systems (ITS) (i.e., fiber optic network), tolling, aesthetics, retaining walls, noise barriers, maintenance of traffic (MOT), utility design and coordination, geotechnical analysis, scheduling and project control, progress reporting and other tasks and associated activities. Close coordination with the Florida Department of Transportation District Five, Seminole County, the City of Altamonte Springs, Orange County, and the City of Maitland will be required.

1.3 Purpose

A. The purpose of this Exhibit is to describe the scope of work and responsibilities required in connection with Final Engineering and Final Construction Drawings and Documents for the proposed SR 414 Expressway Extension from US 441 to Maitland Summit Boulevard.

B. The Consultant shall perform those engineering services as required for final roadway/drainage plans, final bridge plans, final lighting plans, final traffic control plans, final utility plans, final ITS (fiber optic network) plans, final toll plaza plans, final signalization plans, final signing and pavement

marking plans and preparation of a complete environmental resource application (or permit modification) including 100% storm water management.

C. CFX's Project Manager will provide contract administration, management services and technical reviews of all work associated with the preliminary and final designs.

D. It is understood that references throughout this document to items of work and services to be performed are the responsibility of the Consultant unless otherwise expressly stated as the responsibility of others.

1.4 Organization

A. CFX's Project Manager will administer the Consultant services detailed in this scope. The following sections define the duties and obligations of CFX and the Consultant.

1.5 Term of Agreement for Design Services

A. The term of the Agreement to perform the required design services shall be within thirty (30) months from notice to proceed, including all reviews. Any fast track of services will be at the direction of CFX's Project Manager.

B. The Consultant may continue the design efforts while design submittals are being reviewed. Doing so, however, in no way relieves the Consultant of the responsibility to incorporate review comments into the design, nor does it entitle the Consultant to any additional design fees as a result of making changes due to review comments.

1. Project Milestones: The Consultant will prepare a tabulation of major project milestones.

2. Project Schedule: The Consultant shall include a schedule of major design tasks.

2.0 STANDARDS

A. The applicable design and construction standards and policies of the Florida Department of Transportation, Federal Highway Administration (FHWA), American Association of State Highway and Transportation Officials (AASHTO), Transportation Research Board (TRB), Standard Building Code, CFX Design Guidelines, CFX Signing and Pavement Marking Details, CFX Signal Design Details, CFX Lighting Design Details, and CFX ITS Design Details shall be followed throughout the design and construction of the project unless specifically stated otherwise. The editions of the applicable standards and policies in effect at the time of Contract execution shall be used except as follows:

1. Division II, Construction Details, and Division III, Materials, of the FDOT Standard Specifications for Road and Bridge Construction, 2023 edition, and updates, thereafter, shall be used for this project.

2. The FDOT Standard Plans, latest edition and subsequent interim indexes and updates, shall be used for this project.

3. The FDOT Design Manual (FDM), latest edition, shall be used for this project.

4. The FDOT Basis of Estimates (BOE) Manual, latest edition, shall be used for this project.

5. The AASHTO Policy on Geometric Design of Highway and Streets (Green Book), 2011 edition, shall be used for this project.

6. The FHWA Manual on Uniform Traffic Control Devices (MUTCD), 2009 edition, as amended, shall be used for this project.

3.0 DESIGN CRITERIA

3.1 General

Design of this project will be guided by the basic design criteria listed below.

A. The design criteria listed in this section and Project Design Directives, provided by CFX during the course of the project, may supplement the Project Design Guidelines.

B. Design year – 2045

C. Design vehicle – WB-62FL

D. Along with the 30% design submittal, the Consultant shall provide a tabulation of all applicable drainage and stormwater management criteria from Federal, State and local agencies and indicated which will be used for all segments and portions of the project. Unless otherwise directed by CFX, the Consultant shall use the most restrictive or conservative criteria applicable.

3.2 Right-of-Way

A. Ten (10) ft. minimum, fifteen (15) ft. preferred from back of walls or limit of construction. Due to the constrained corridor and existing conditions, maintenance distance behind noise walls could be reduced or even eliminated, to be coordinated with FDOT District Five, stakeholders, and property owners.

B. Two (2) ft. from back of sidewalk on frontage roads.

C. Drainage and construction easements as required.

D. Limited access right-of-way limits per FDM 211.15.

E. Right of way limits for ramps is based upon limit of construction plus ten (10) feet.

4.0 WORK PERFORMED BY CONSULTANT

The Consultant shall be responsible for the work outlined in this Section. The work shall conform to the standards, criteria, and requirements of this Scope of Services.

4.1 Design Features

A. The work required for this project includes preparation of final construction drawings and specifications as well as the preparation of a complete environmental resource application.

B. Major elements of the work include the following:

Final design and preparation of construction drawings / specifications for the proposed S.R. 414 Expressway Extension from US 441 to Maitland Summit Boulevard. Specifically, the project includes construction of a four-lane elevated viaduct along SR 414 between US 441 and SR 434 with bridge piers in the median of SR 414 and widening SR 414 from SR 434 to Maitland Summit Boulevard from four to six lanes. This project includes reconstruction of at-grade SR 414 between US 441 and SR 434, service interchange ramps with US 441, SR 434, and Maitland Summit Boulevard and toll gantries for the elevated viaduct as well as three reconstructed traffic signals at the SR 414 intersections of Bear Lake Road, Eden Park Road, and Magnolia Homes Road, and a new traffic signal on SR 414 at Gateway Drive. The project also includes a re-evaluation of the SR 414 Expressway Extension PD&E Study to document the environmental, physical, social, and cultural impacts of widening SR 414 between SR 434 and Maitland Summit Boulevard (see Part A) and a new all-electronic tolling (AET) point for both directions of the elevated viaduct. The existing SR 414 bridges over Lake Bosse and SR 434 will be modified with this project. Additional elements include surveying, drainage evaluation and design, permitting, lighting, signing and pavement markings, signalization, Intelligent Transportation Systems (ITS) (i.e., fiber optic network), tolling, aesthetics, retaining walls, noise barriers, maintenance of traffic (MOT), utility design and coordination, geotechnical analysis, scheduling and project control, progress reporting and other tasks and associated activities. Close coordination with the Florida Department of Transportation District Five, Seminole County, the City of Altamonte Springs, Orange County, and the City of Maitland will be required.

4.2 Governmental Agencies

A. The Consultant shall coordinate with and assist in securing the approval of all interested agencies involved. These agencies may include, but are not necessarily limited to FDOT District Five, Seminole County, Orange County, City of Altamonte Springs, City of Maitland, FDEP, USACE, and the St. John's River Water Management District.

4.3 Preliminary Design Report - Review

A. The Consultant shall review the project concept for proposed alternatives with regard to proposed design criteria, maintenance of traffic and construction feasibility.

At the completion of this review, the Consultant shall submit to CFX a written list of recommendations and proposed revisions, if any, to the basic layout. A conference will be scheduled by CFX's Project Manager with the Consultant to resolve any outstanding differences and agree upon a final layout for the project.

4.4 Surveys and Mapping

A. All Surveying and Mapping shall be performed under the direction of a Surveyor and Mapper properly licensed with the Florida Board of Professional Surveyors and Mappers, under Chapter 472, Florida Statutes. The Consultant shall review data provided by CFX and provide complete field surveys suitable for contract document preparation. Survey activities shall be coordinated with the Consultant's design team including roadway, drainage, structures, geotechnical, and other disciplines as required.

Field surveys shall be performed with minimal disruption of the normal traffic flow for the project. Field personnel shall use safety devices such as warning signs, traffic cones, warning lights, and safety vests at all times, according to the Florida Department of Transportation requirements. Advanced warning signs required when survey crews are working on CFX's system shall be made with 3M Scotchlite Diamond Grade Fluorescent orange roll up sign sheeting.

B. Alignment

1. Establish Survey Centerline by establishing the tangent lines of existing right-of-way maps if such maps exist, or in the center of dedicated right-of-way as per subdivision plats, or in the center of the pavement when no right-of-way map or dedication exists. Set alignment points Begin, End, PC's, PT's, PI's and at maximum 1400-foot intervals along alignment.

2. Establish and set alignment in the same manner on crossroads and major adjacent alignments.

3. Station all alignments at 100-foot intervals.

4. Meet with CFX's Project Manager to discuss methods for determining alignments prior to staking.

C. Reference Points

1. NA

D. Bench Levels

1. The Consultant shall establish new benchmarks at 1000-foot intervals, along all alignments, using stable points. Elevation will be relative to North American Vertical Datum of 1988 (NAVD 88).

E. Topography

1. Planimetric mapping and a digital terrain model (DTM), suitable for 1"=50' display scale shall be conducted by the Consultant.

2. The Consultant will obtain existing pavement elevations and cross-slopes along the inside travel lane and outside travel lane every 100 feet.
3. Additional topographic and DTM surveys, as needed for the project design, are the responsibility of the Consultant. These may include existing water bodies and pavement elevations.

F. Drainage Survey

Perform a drainage survey including pipe type, location, size, and flow line elevations as needed for design.

G. Underground Utilities

Locate all underground utilities, horizontally and vertically as flagged by respective utility companies or a qualified utility marking consultant. Provide soft excavation verifications as needed to verify location and at utility conflict areas.

H. Side Street Surveys

Perform topographic and utility surveys of side streets as may be needed for engineering design.

I. Bridge Survey

Provide bridge survey data as needed for engineering design.

J. Jurisdictional Line Surveys

Perform Jurisdictional Line Surveys as needed for engineering design and

permitting.

K. Geotechnical Surveys

Locate boring locations as needed for geotechnical investigations.

L. Right-of-Way Ties

M. Locate right-of-way limits for construction purposes. Prior to construction, the Consultant shall re-flag and reset alignment control points, references and benchmarks and meet with the construction contractor to review these points.

N. CFX ITS/FON

CFX will locate the FON one time at the beginning of design during the survey phase if applicable. Once the FON/ITS lines are flagged, the Consultant shall survey the located FON/ITS locations in the field. The survey data collected will be included in the 30% plans submittal package.

The CFX GSC will review the plan submittals to ensure that the FON is shown correctly as actually located in the field. The CFX GSC will also determine if there are any overlapping projects that need to be represented in the design plans as a part of the ITS Component review of the 30% plans.

SUE will be done as required based on the Consultant's recommendations and provided to CFX for their information.

4.5 Geotechnical Investigation

A. The Consultant shall perform a geotechnical investigation of the project in accordance with the requirements of CFX.

B. Investigations shall be performed with minimal disruption of the normal traffic flow for the project. Field personnel shall use safety devices such as warning signs, traffic cones, warning lights, and safety vests at all times, according to CFX requirements. The Consultant shall adhere to all traffic control requirements when taking samples on existing roadways. A traffic control plan and permit may be required. Any advanced warning signs required when crews are working on CFX system shall be made with 3M Scotchlite Diamond Grade Fluorescent orange roll up sign sheeting.

C. The work includes, but is not limited to, identifying roadway structural section requirements, LBR testing, design methods for the selected foundation, external stability evaluation at proprietary retaining walls, groundwater and estimated seasonal high groundwater level, soil parameter to assist with pond design, pH and resistivity conditions requiring design

considerations, soil shrinkage/swell characteristics, slope stability and benching in embankment/excavation locations, recommendation for methods of rock excavation, location and depths of unsuitable material (muck), and design alternatives based on geotechnical findings; design values for active, at rest, and passive soil pressures; allowable design loads or pressures for each foundation type, corrosion testing for structures and design of foundations for sign structures.

D. The results of the geotechnical investigation shall be contained in a Geotechnical Report which shall be submitted to CFX's Project Manager for approval. The geotechnical investigation shall include all necessary laboratory testing of materials.

E. Upon approval of the Geotechnical Report, the Consultant shall proceed with preparation of the pavement and foundation designs.

F. Boring profiles shall be included on cross-section sheets in the contract plans and include the boring number, station, offset, soil legend, observed water table, design high water elevation and geotechnical consultant's address. A boring number and target symbol shall be shown at the appropriate location on the roadway and bridge plans.

G. Roadway core samples shall be taken to determine the existing pavement section. The Consultant shall submit a plan to CFX for location approval.

4.6 Pavement Design

A. The Consultant shall prepare the pavement design as appropriate in accordance with the requirements of the FDOT for the non-CFX roadways (FDOT SR 414 mainline and ramps) and any other local roadways impacted by the project. CFX will provide the pavement design for all mainline and ramp facilities within their jurisdictional limits.

B. The proposed pavement design recommendation, resulting from the Consultant's analysis of the various alternatives, shall be contained in a Pavement Design Summary.

4.7 Governmental Agency and Public Meetings

A. Except as may be provided elsewhere in this Scope of Services, the Consultant shall have appropriate representatives present at such meetings, conferences, or hearings as CFX may direct to secure necessary approvals and/or support of the project by county, municipal, or other governmental agencies. If so directed, the Consultant shall also have appropriate representatives present at meetings or conferences of CFX, its Chairman or staff.

B. The Consultant shall assist CFX in presentations to various parties. The Consultant shall prepare exhibits pertaining to basic roadway and noise wall

elements. CFX will prepare exhibits pertaining to aesthetic treatments and other design issues if applicable. This scope assumes presentations at one meeting with adjacent property owners.

4.8 Environmental Permits

A. CFX's Project Manager will review, coordinate and submit the applications for all environmental permits. The Consultant shall provide all information, permit applications and data relating to Stormwater Management and Floodplain Impacts required for the permits to CFX. (CFX will be responsible for preparing all of the Wetlands and Protected Species analysis and documentation required for the permits.) The Consultant shall:

1. Attend the pre-application meetings and site visits with CFX and regulatory agencies.

2. Provide additional information requested at the pre-application by regulatory agencies for permits.

3. Provide aerial maps at a 1"=400' scale which include SCS soils data, 100-year floodplain limits and proposed project.

4. Provide all plans, calculations, sketches, and reports required for permits except as described above.

5. Provide all drainage calculations, including pond routing nodal diagrams, for the project.

6. Assist CFX in responding to any requests for additional information made by regulatory agencies after the permit application is submitted. Includes up to two (2) responses for additional information.

7. Incorporate any changes required by changes in regulatory agency requirements during the course of the project. If this requires additional work by the Consultant a Supplemental Agreement will be prepared.

8. Prepare a list of adjacent landowners along with address and nine-digit zip code at all wetland encroachment sites.

9. Provide all permit application material in .pdf format.

10. The Consultant will provide dredge and fill sketched as required by the permitting agencies if applicable. Mitigation plans, if required, may be added as a Supplemental Agreement.

11. Determine extent of floodplain impacts, if any, and provide compensatory flood stages as required.

4.9 Utilities

A. Location

The Consultant shall obtain available utility mapping and information and identify all utilities within the general project limits to determine potential conflicts and relocations. Where a potential conflict exists, the Consultant may need to arrange to probe or expose ("pothole") the utility and survey the horizontal and vertical location of the utility line. The Consultant shall coordinate this effort with involved utility companies. All existing utilities shall be shown on appropriate preliminary construction plans. The Consultant's notes shall include the name and telephone number of contact persons for the construction contractor's use.

B. Utility Coordination

1. The Consultant shall prepare reproducible utility adjustments plans based on information provided by respective utility companies.

2. Private utilities will prepare design plans for the relocation of their facilities. If a utility cannot or will not prepare these design plans, the work shall be added to the scope by Supplemental Agreement and the Consultant shall prepare design plans for utility relocation for approval of the utility and review by CFX.

3. Where utility conflicts occur that require utility relocation agreements between the affected utility and CFX, the Consultant shall prepare the necessary data/plans required for the agreements. The Consultant shall advise CFX seven (7) days in advance of meetings with utility companies/agencies scheduled to discuss utility relocations.

4. The preparation and negotiation of the agreement will be performed by CFX's Project Manager. After approval of the agreement by the utility and CFX, the Consultant shall prepare reproducible utility adjustment sheets identifying proposed relocations with respect to the construction plans.

5. The Consultant shall prepare a utility conflict matrix to assist in identifying and resolving conflicts between utilities and proposed construction prior to completion of the plans.

6. The Consultant shall obtain utility work schedules from the utility companies. This will include providing the utility owner with the required CFX Right-of-Entry form to submit a permit application to

CFX and inform the utility that a CFX permit will be required with the utility work schedule prior to letting.

7. The Consultant shall prepare the Utility Certification Letter certifying that all utility negotiations (full execution of each agreement, approved utility work schedule, technical special provisions written, etc.) have been completed with arrangements made for utility work to be undertaken and completed as required.

4.10 Roadway Design

A. A Typical Section Package will be prepared for this project for submittal and approval of FDOT District Five for SR 414 mainline, interchange ramps, and impacted local roadways will be prepared as part of the Preliminary Design Report and submitted to CFX for review and approval prior to submittal to FDOT.

B. The Consultant shall design the geometrics for this project using the design standards included in the *Central Florida Expressway Authority Design Guidelines*, latest edition. The design elements shall include, but are not limited to, the horizontal and vertical alignments, cross section template development, lane width, shoulder widths, cross slopes, borders, sight distance, side slopes, lane transitions, superelevation's, features of intersections, ramp terminal details, interchanges, and limited access points. The design and cross sections will utilize Microstation Open Roads Designer (ORD). This will require a design 3D model to develop cross sections and calculate quantities. The model will not be a construction level model.

C. The Consultant shall prepare designs, and contract documents for the roadway improvement, including, but not limited to:

1. Key Sheet
2. Summary of Pay Items
3. Summary of Quantity Sheets
4. General Notes
5. Project Layout
6. Curve and Coordinate Data
7. Typical Roadway Sections
8. Plan Sheets (50 scale)
9. Profile Sheets (50 scale)
10. Interchange Layout
11. Ramp Terminal Details

12. Intersection Layout Details
13. Special Details
14. Cross Section Pattern Sheets (500 Scale)
15. Roadway Soil Survey Sheets
16. Cross Sections (100' Interval)
17. Utility Adjustment Sheets
18. Special Details
19. Special Provisions
20. Special Specifications

D. Assumptions and Exclusions

1. The modeling effort is for design analysis, cross section development, and quantities. A construction model will not be created for this project.
2. Next Gen plans will not be prepared for this project.
3. Cross sections will be created using the model.
4. Assume 1 Design Variation to eliminate median barrier wall in lieu of barrier curb and gutter. Will be discussed with FDOT
5. Assume 1 design variation for possible shoulder widths on bridges over Maitland Summit Blvd. Will be discussed with FDOT.
6. Technical special provisions are not anticipated for this project.
7. A pavement type selection report is not required for this project.
8. Roundabout evaluation and design analysis is not required for this project.
9. Access management is not required for this project.
10. Assume maximum of 6 overbuild/milling & resurfacing details for this project.
11. This project will consist of separate plan sheets and separate profile sheets.
12. Special profiles and back of sidewalk profiles are not included in this project.
13. Utility adjustment sheets are for at grade sheets and do not include

elevated section of the roadway.

14. Environmental detail sheets are not included in this project.

4.11 Structures Design

A. General (Tab 9)

B. Bridge List and Layout (Figure 1): The four (4) bridges included in the project are listed below as tabulated in the PD&E Bridge Analysis Technical Memorandum (BTM) dated February 2022.

C. BASE: Subconsultant BASE will complete the deliverables for the items indicated with “BASE” in the heading (shaded in grey).

1. Special Details (Tab 9 – Task 9.4)

    a. Drainage Details for enclosed in super and substructure.
    b. Fire suppression details, coordination, rebar clearance.
    c. Noise/screen walls along the viaduct as part of the structure. If more are needed, we will address in an amendment.
    d. Erection sheets **(Figure 3, Figure 4)** schematic for Beam Launcher (4, See 118th B1-214 thru 215). Wing Lifter is addressed separately in Segment B1-678A.
    e. Other items with sheet count (#) include: thickened end slab (1), steel pile splice detail (1), geometric data (2), superelevation transitions (2), aesthetics (2), pier formwork details (4), pier cheekwalls (1), superstructure stay-in-place forms (1), poured expansion joints (4), neoprene bearings (1), temporary bracing (2 for FUB + 2 for steel box), modified FUB details (2), pile data notes and data table (2), temporary strut for lifting (2), and overhang rebar around inlet FUB (1).

2. Cost Estimate: Review LRE and prepare initial "Engineers Estimate" at 90%, 100%, and RFC% (three (3) updates). Subconsultant Armeni to provide “Contractor's Style Estimate” to use as an independent check.

3. Technical Special Provisions (TSP): The following are assumed to be needed with the project. Any additional TSP or Modified Special Provision (MSP) will be scoped and negotiated separately.

    a. Section T120 – Surcharge embankment
    b. Section T173 – Deep subsoil stabilization pressure grouting
    c. Section 450A – Precast prestressed concrete pseudo match-cast pier substructure construction
    d. Section 547 – Fabric Formed Riprap
    e. Concrete Staining

f. Sealants and Caulking
g. Simulated Stone Masonry

4. Independent Peer Review (IPR): Portions of the Bridge 1 (B1) viaduct will require IPR per FDM 121.12 since the structure is Category 2. This analysis will be done by the CFX GEC. Coordination of submittals and review comment resolution are the limits of this task.

5. Supervision: Principal Engineer, Project Director and Project Manager progress meetings.

6. Coordination: Interdisciplinary coordination and information prep not included in "Meetings" is needed for structures team to develop a consistent design between deliverables. Items and entities include the following: Misc. Structures, utilities, FDOT District 5 Bridge Design, FDOT Central Office Bridge for PT and Flexible Filler, permit coordination FDEP/WMD, geotechnical, bridge hydraulics B1-5/B1-6/B1-7, aesthetics, Specifications, existing structure monitoring, construction schedule and construction estimate (KCI). Structure Design Team meetings assumed bi-weekly for thirty (30) months.

7. Meetings:

   a. FDOT comment resolution for seven (7) submittals: 60% Substructure, 60% Plans, 60% Category 2, 90% Plans, 90% Category 2, 100% Plans, 100% Category 2.
   b. Aesthetic Meeting with CFX. Assume three (3) meetings for B1 viaduct.
   c. Constructability Review and Biddability Review for B1 per FDM 121.15 and 121.16 respectively. Coordination only four (4) meetings. Analysis by CFX GEC and subconsultant Armeni.
   d. Progress Meetings with Design Team virtual assumed bi-weekly for thirty (30) months with 4 people.
   e. Phase Review Meetings with CFX in person with two (2) people.

D. Cost Estimates/Schedule/Constructability Review (KCI): The following proposal is for KCI Technologies, Inc to provide ATKINS a fully detailed contractor-style cost estimate at the 90% and 100%, Pre-bid and Bid sets submittals outlined herein along with a draft project schedule along with AutoCAD drawings depicting means and methods for the bridge portion only for the SR 414 Expressway Extension form US 441 to Maitland Summit Boulevard Project No. 414-208. KCI will be providing this info for only the bridge portions of the project. KCI has not included and roadway, walls, paving and/or drainage and demolition and removal of the existing bridge items within this proposal. KCI will provide ATKINS with a hard copy of

the HCSS (estimating) summary reports, Primavera P6 (Schedule) and Excel (quantity take-off) work products and will only provide hard copies and .pdf versions of all AutoCAD drawings.

1. KCI will produce a Direct and Indirect (Overhead) estimate for overall project. ACS will and can develop temporary access portions of the indirect costs. for items such as haul roads and temporary work trestles, etc.

2. KCI will work with the designers throughout the duration of the design and provide them with feedback on constructability issues related to their design.

E. PROJECT SCOPE for KCI includes:

1. Task I – Printout and Create Project Layout and Perform Detailed Quantity Take-offs: KCI will create a project layout for the wall, printout drawings and download any other data critical to the project including but not limited to weather data, tidal charts, etc. KCI will perform independent detailed quantity take-offs (using MS Excel, AutoCad and by hand calculations where required) for all foundations (drilled piers or piling), cast-in-place footings/pile caps, precast soffit or support systems, columns, caps, and all other substructure items along with all superstructure items such as precast girders, structural steel plate girders, concrete deck, bearings, expansion joints, grooving area, parapet/barrier walls, etc. KCI will not also provide detailed take-offs for items such as reinforcing steel.

2. Task II – Perform a Detailed Bridge Estimate in HCSS: KCI will develop a detailed “contractor style” independent estimate for the foundations, substructure, superstructure portions of the project. If drilled shafts are used, we will use a plug price /LF vs a self-perform estimate but if piling is used for the foundations, we will price it as if we would “self-perform this work. All of the major items of work such as all cast-in-place concrete, precast concrete girder erection and steel plate girder erection will be priced as if we are “self-performing this work. All other specialty items such as installing reinforcing steel, slip-forming parapet/barrier wall, grooving deck, painting, or texture coating of concrete surfaces, etc. will be assumed to be performed by specialty subcontractors and these prices will be plugged into the estimate.

3. Task III – Develop AutoCAD Drawings for Substructure & Superstructure Erection: KCI will develop any means and methods drawings critical to the foundation and substructure construction, specifically for sizing and reach of cranes, number of barges, etc. KCI will also develop any preliminary erection procedure schemes

as needed and not just assume that the scheme within the contract documents is the best for the project. This will include the use of crawler cranes and critical pick radius and calculations will be performed and indicated on the drawings.

4. Task IV – Solicit Vendors throughout Estimate Process: It is anticipated that minimal vendor solicitations will be done by KCI. KCI will solicit key vendors for precast elements as well as reinforcing steel and ready-mix and subcontractors for installing reinforcing steel, slip forming barrier wall, drilled shafts, etc.

5. Task V – Internal and Client Bid Review in Suwanee, GA (1 day): It is anticipated that KCI will perform their internal estimate review prior to submitting estimate to ATKINS After this internal review it is understood that KCI will be required to meet with ATKINS to perform a detailed bid review with their key estimating and management staff.

6. Task VI – Attend Site Visit and Project Review Meeting: This proposal includes the time and expenses for 1 site visit for 3 personnel as this meeting will also double as time to discuss means and methods, pricing, engineering, schedule, etc. with ATKINS.

7. Task VII – Develop and Maintain a Project Schedule: KCI will develop a detailed independent project schedule utilizing Primavera P6 software for the overall project. This schedule will be logic based but will NOT include any resource, crew or equipment loading. This schedule will be used to assist in determining project resources such as forms, erection equipment, cranes, etc. along with an overall duration to use for the indirect/jobsite overhead pricing.

F. Bridge Development Report (BDR)

1. Bridge Development Report (BDR): For B2-Existing Br. 770074 SR 414 over Lake Bosse (Figure 5B), the consultant shall prepare a BDR in accordance with requirements of FDOT Design Manual Sections 121.9 and 121.10 for submittal and approval by FDOT.

2. Bridge Concept Memorandum (BCM): The BCM(s) shall be appended to the BDR so concept designs are delivered as a single package. Prior to commencement of final design, the consultant shall prepare a BCM(s) which documents a limited range of structural alternatives and identifies preferred alternatives. Foundation alternatives will be reviewed with CFX Construction and the Geotechnical subconsultant (GEC) for feedback and incorporation into the Memo. A BCM shall be prepared for the following structures

a. B1-SR 414 Viaduct (Figure 5A): For the elevated viaduct structure, identify the alternatives to be examined including: foundation pile types, substructure types, span configurations, superstructure types, and beam spacing.
   i. BCM – Atkins: Viaduct Segments B1-1, B1-5, B1-6, B1-7, B1-8, B1-9, and B1-678A
   ii. BCM – BASE: Viaduct Segments B1-2, B1-3, and B1-4.
b. B3-Existing Br. 770075 SR 414 over Little Wekiva River (Figure 5C): Owned by FDOT. BCM. Design. Load Rating. Plans.
c. B4-Existing Br. 770083 SR 414 over SR 434 (Figure 5D): Owned by FDOT. BCM. Design. Load Rating. Plans.

G. B1-SR 414 Viaduct

1. Segment (S) Layout (Figure 2, Figure 5A): Category 2 structure per FDM 121.3.2. The viaduct Bridge 1 (B1) is split into nine (9) segments with five (5) precast/prestressed concrete U-Beams that are simply supported without post-tensioning and four (4) single-span box girder units. Naming convention for the viaduct is B1-# with # being the segment number that increases sequentially (B1-1, B1-2).

   a. Precast FUB (Tab 13): All precast beams assumed straight and constant depth

      i. Segment 1 (B1-1): Eight (8) spans totaling 1,250 feet (+/-) long with six (6) beams per span.
      ii. Segment 3 – BASE (B1-3): Fifteen (15) spans totaling 2,348 feet (+/-) long with six (6) beams per span.
      iii. Segment 5 (B1-5): Eight (8) spans totaling 1,283 feet (+/-) long with seven (7) beams per span. Scour analysis required.
      iv. Segment 7 (B1-7): Five (5) spans totaling 810 feet (+/-) long with eight (8) beams per span. Scour analysis required.
      v. Segment 9 (B1-9): Fifteen (15) spans totaling 2,163 feet (+/-) long with six (6) beams per span.
      vi. If a FUB segment is comprised of all piers being conventionally reinforced (no post-tensioned precast wings), that segment of B1 would no longer qualify as Category 2 per FDM 1.3.2 and may be removed from the Independent Peer Review process (see "Assumptions and Exclusions" and the end of the section for additional commentary).

   b. Steel Box (Tab 14):

i. Segment 2 - BASE including Pier 9 (B1-2): Curved steel box span 230 feet (+/-) long with five (5) beams per span.
ii. Segment 4 - BASE including Pier 26 (B1-4): Straight steel box span 230 feet (+/) long with five (5) beams per span.
iii. Segment 6 (B1-6): Straight steel box span 300 feet (+/) long with five (5) beams per span. Scour analysis required.
iv. Segment 8 (B1-8): Straight steel box span 230 feet (+/) long with five (5) beams per span.

2. Alternate Plans (Tab 15):

a. Segment B1-678A: Develop RFC plans and design for alternative substructure elements for three (3) units totaling seven (7 spans). The portion of the viaduct is comprised of the longest steel span (B1-6 = 300 feet), the longest FUB span (B1-7 = 162 feet), and the typical steel span (B1-8 = 230 feet). These eight (8) piers represent 15% of the total fifty-four (54) piers in the B1 viaduct (Figure 2). Detail and analyze independent from the CIP design to optimize precast benefits for the substructure in this controlling location. Create parametric design and details that allow use “A-sheets” to be used throughout all B1 segments (B1-1 through B1-9).
b. Alternative Piers only: Substructure design for B1 shall be developed in accordance with FDM 121.9.7 and is limited to column and pier cap. The superstructure will not change. The foundation type will not change. Cast-In-Place (CIP) piers are considered the base design. A pseudo match-cast precast wing pier design (as shown in the PD&E) will be developed using complementary sheets to allow Contractors the option of constructing either CIP or precast substructure when possible. Consider unique conflicts (i.e., overhead signs, ITS, variable beam heights on adjacent spans). Contractor coordination is required. Coordination with subconsultant Armeni for constructability and pricing is required.
c. Integrated 3D Model: Develop integrated 3D model of the post-tensioned pier (excluding foundation and superstructure). Used for constructability and clash detection with post-tensioning components, reinforcement, drainage pipe, fire suppression, and lifting inserts for precast.
d. Segment B1-234A - BASE: Develop Alternate Pier Analysis to 90% level using loads and design criteria from curved steel box (B1-2), the tightest FUB radius (B1-3), and typical steel span (B1-4). Review 60% and 90% Plans for B-678A to verify parametric design and details of alternate substructure

are valid throughout all B1 segments (B1-1 through B1-9). Consider design parameters of the eastern end of B1 to serve as an Independent Design Check of Segment B-678A. Cross check alternate plan loads, details, design criteria, and constructability constraints from B1-234A (18 piers) to B1-678A (8 piers), which represents 48% of the piers on B1.

e. Load Rating: The Consultant shall perform Load Rating Analysis per FDOT criteria for bridges at the 90% design phase per FDM 121.17. The Load Rating Analysis packages shall be submitted to FDOT for their review and approval.

H. B2-Existing Br. 770074 SR 414 over Lake Bosse (Figure 5B)

1. General: Owned by FDOT. Design. Plans. Two parallel bridges (Westbound B2A, Eastbound B2B). Added barriers, demolition, and partial reconstruction of bridge deck overhang along centerline of B1.
2. Load Rating: The Consultant shall perform Load Rating Analysis per FDOT criteria for bridges at the 90% design phase per FDM 121.17. The Load Rating Analysis packages shall be submitted to FDOT for their review and approval.

I. B3-Existing Br. 770075 SR 414 over Little Wekiva River (Figure 5C)

1. General: Owned by FDOT. Design. Plans. Added barriers. Existing traffic separator remains. No demolition.
2. Load Rating: The Consultant shall perform Load Rating Analysis per FDOT criteria for bridges at the 90% design phase per FDM 121.17. The Load Rating Analysis packages shall be submitted to FDOT for their review and approval.

J. B4-Existing Br. 770083 SR 414 over SR 434 (Figure 5D):

1. General: Owned by FDOT. Design. Plans. Added median barrier. Demolish existing traffic separator.
2. Load Rating: The Consultant shall perform Load Rating Analysis per FDOT criteria for bridges at the 90% design phase per FDM 121.17. The Load Rating Analysis packages shall be submitted to FDOT for their review and approval.

K. Walls (Tab 17, Tab 18)

1. MSE Walls (Figure 6, Figure 7):
   a. W1–B1 Begin Bridge MSE: Wrap around (A, B, C) approximate length = 900’ + 100’ + 900’ = 2000’ total (+/-).
   b. W2–B1 End Bridge MSE: Wrap around (A, B, C) approximate length = 900’ + 100’ + 900’ = 2000’ total (+/-).
2. Temporary Critical Walls:

a. Foundations: Around each pier there will be temporary critical walls (square cofferdam style assume 30'x30'). Assume six (6) unique sheetpile designs, then standard detail and tabulate for B1 Viaduct.
b. RCW Jack and Bore (Figure 8): Two (2) pits assumes (driving and receiving) square cofferdam style (assume 20'x30' and 20'x20').
c. Transverse Stormwater Pipe Install (Figure 9): Assume six (6) locations near Eden Park Road with open cut and Temporary Critical Walls.

3. Noise Barrier Walls (Tab 18): Ground-mounted at five (5) locations along corridor.

a. Rose Pointe: As recommended in the PD&E Study on south side Maitland Blvd (800')
b. Oranole Road: On south side of Maitland Blvd (3300')
c. Lake Hill Woods: On south side of Maitland Blvd (1400')
d. Grand Regency Pointe: On north side of Maitland Blvd (600')
e. Arium Maitland Summit: On south side of Maitland Blvd (800')

L. Miscellaneous Structures - BASE (Tab 18, Tab 18.31A): All services for Miscellaneous Structures to be completed by subconsultant BASE.

1. Box Culverts: N/A
2. Strain Poles: N/A
3. Mast Arms: Fifteen (15) upright designs includes: 2-Rose Ave/Bear Lake Rd, 2-Eden Park Rd, 2-Magnolia Homes Rd, 2-Gateway Dr, 2-Rose Ave/Bear Lake Rd, 2-Eden Park Rd, 2-Magnolia Homes Rd, 1-Gateway Dr.
4. Overhead Signs: Eleven (11) new overhead span trusses and six (6) new overhead cantilevers for a total of twenty-eight (28) drilled shafts.
5. Multi-post signs: Ground mounted. Include as "Other Structure" to size column with FDOT software. Include four (4) non-standard locations for utility conflict that require modified special detail.
6. Single-post Sign Bridge Mounted: Use CFX standard detail as starting point, then take ownership (speed limit, wrong-way, one

other = assumed three (3) special detail sheets/types). Analysis to document anchorage and adapt standard to project.

7. Lighting: Assume standard foundations. No high-mast lighting. Assume 5% non-standard conflict foundation for utilities for ten (10) locations with two (2) special detail sheets. Assume two (2) miscellaneous detail sheets.
8. ITS/CCTV Camera: Pole foundation from CFX Standard assumed four (4) sheets. Analysis to document anchorage and adapt Standard to project.
9. Toll Gantry (Tab 18.31A): Non-Accessible gantry design. One half span gantry in each direction for the viaduct equals two (2) structures and foundations for single tolling location (each single span, upright in median). Likely West end of project.

M. Assumptions and Exclusions

1. All Miscellaneous Structures are assumed to be ground-mounted with nothing attached to overhead bridges.
2. Excludes structural analysis nor details needed for 4C-1500 36" pipe extension. No structural services required.
3. Excludes formwork and temporary work, unless specifically noted in the scope.
4. Post-Design Services, including As-Built Plans and As-Built Load Ratings, are excluded and will be scoped and negotiated separately.
5. Excludes substructure retrofit or scour analysis and detailing for B2.
6. Foundation Plans will not be separated from the Substructure/Superstructure Plan submittals.
7. The B1 viaduct may be considered a series of nine (9) bridges with shared piers in lieu of one (1) structure to expedite reviews and submittal requirements. The IPR process and Category 2 submittal requirements would not be required if all elements with a particular B1 segment satisfy FDM 121.3 as Category 1.
8. Bentley OpenBridge Modeler (OBM) and corresponding FDOT Workspace will be used to develop structures deliverable. The 3D OBM Model(s) will be submitted with plan sets at 90% and RFC.

9. Excludes services related to hazardous or contaminated materials, including services related to contaminated groundwater/spoil generated by drilled shaft excavations, drilled piles, and Contaminated Materials Management Plan or handling/disposal/remediation plans.

10. Excludes incident and emergency response plans.

11. Excludes design associated with the demolition, cut and reface, removal or disposal of existing structures or buildings. Engineer's plans will show limits of removal only.

12. Excludes design, engineering or assistance with the construction or removal of temporary structures, including, but not limited to, scaffolding or construction supports, shoring, cribbing, seal slabs, and falsework.

13. Excludes design of non-standard barrier or rigid shoulder barrier retrofits.

14. Excludes design of existing pier retrofit for traffic impact.

15. Excludes reviews beyond those required from the Department of any specialty engineering design and submittals involving construction means & methods.

16. Excludes dewatering design and permits.

17. Excludes minimum bolt ups for release from hook, stability check for erection, and transport check for girders.

18. Excludes design of non-critical temporary retaining walls.

19. Excludes pile installation plan and/or drilled shaft installation plan.

20. Excludes lateral analysis for miscellaneous structures. Structural analysis and detailing of temporary signals and lighting is excluded due to assumed use of Std. Indexes.

21. Assumes lateral analysis for eight (8) piers on B1.

22. Excludes time-dependent girder camber adjustments beyond the assumed 120-day cure time per SDM

23. Bridges within the corridor that are excluded from design as the assumption is that there will be no change to bridge deck nor change to traffic barrier. Restriping of the same number of lanes is the assumed limit of the work, with no structural design required.

a. Maitland Blvd. (SR 414) over US 441 (Br. 750743)
b. Maitland Blvd. (SR 414) over Maitland Summit Blvd (Br. 750894)
c. Maitland Blvd. (SR 414) WB over Keller Road (Br. 750896)
d. Maitland Blvd. (SR 414) EB over Keller Road (Br. 750938)

24. Miscellaneous Structures, including overhead signs and mast arms, for SR 434 intersection and east (known as the "PD&E Re-eval portion") are excluded. Some of these structures are new and some are do not meet current Standards (Figure 10, Figure 11).

25. Design services for MSE retaining walls includes performing or providing the wall layout (plan and profile), global stability analysis for walls not founded on proprietary ground improvement systems, and design of moment slabs (if applicable) and coping, and all other interfacing appurtenances. Contractor's MSE wall vendor shall be responsible for final design of wall elements and the internal stability analysis for the wall.

26. Excludes FDM 121.19 Precast Feasibility Report with the BDR phase.

27. OPTIONAL SERVICE:

a. Falsework Design: Detailed design, or the additional of a qualified Specialty Engineer, to produce plans and analysis beyond the schematic level (30%) are currently excluded but could be scoped and negotiated separately.
b. Erection Equipment (Beam Launcher / Wing Lifter): Detailed design, or the additional of a qualified Manufacturer, to produce plans and analysis beyond the schematic level (30%) are currently excluded but could be scoped and negotiated separately.

N. Deliverables List: In accordance with FDM 121.7 through FDM 121.14. Adjustments may be made to expediate schedule with coordination and concurrence with CFX.

1. BDR: Bridge B2 per FDM 121.10. Includes BCM for Bridges B1-B3-B4.

2. 30% Structure Plans: Bridges B1-B2-B3-B4 Plans per FDM 121.9.9.

3. 60% Substructure Plans: Bridges B1-B2-B3-B4 Plans, Walls, Design Documentation

4. 60% Structure Plans: Bridges B2-B3-B4 Plans, Design Documentation

5. 60% Category 2 Structure Plans: Bridge B1 Plans, Design Documentation.

6. 90% Structure Plans: Bridges B2-B3-B4 Plans, Walls, Misc. Structures), Design Documentation, Load Rating, OBM Model(s).

7. 90% Category 2 Structure Plans: Bridge B1 Plans, Design Documentation, Load Rating, OBM Model(s).

8. 100% Structure Plans: Bridges B2-B3-B4, Walls, Misc. Structures), Design Documentation, Load Rating.

9. 100% Category 2 Structure Plans: Bride B1 Plans, Design Documentation, Load Rating.

10. RFC Structure Plans: Bridges B1-B2-B3-B4 Plans, Walls, Misc. Structures), Design Documentation, Load Rating, OBM Model(s).

O. Structures Design Figures

Bridge No.	Mile Marker	Route Carried	Bridge Over	Direction	Sufficiency Rating (%)
750743	MP 0.224 to 0.262	SR 414	US 441	EB and WB	90.2
770074	MP 37.400 to 37.534	SR 414	Lake Bosse	EB and WB	92.7
770075	MP 37.805 to 38.818	SR 414	Little Wekiva River	EB and WB	96.3
770083	MP 38.359 to 38.406	SR 414	SR 434	EB and WB	100.0

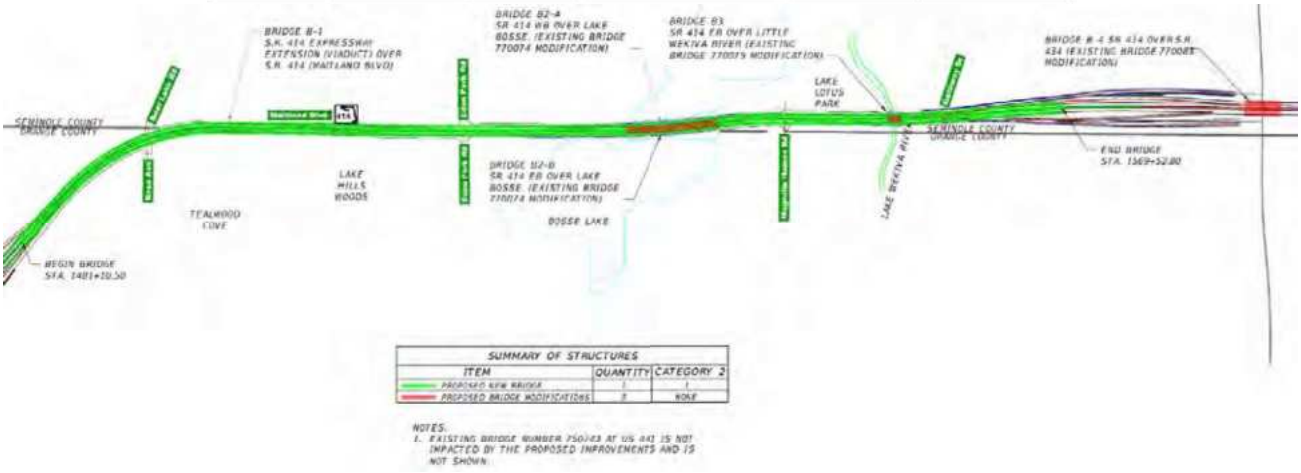


Figure 1. PD&E Bridge List and Layout (414-227_BTM_2-11-22 Table 2-1 and Figure 4-1)

and discuss problems.

4. Notify CFX's Project Manager immediately if any deviation from approved design criteria is anticipated.

5. Provide drainage maps and/or existing contour maps as needed used in the development of the drainage design to CFX for use in scheduled reviews. These maps will be returned to the Consultant along with review comments at the end of the review process.

6. Provide copies of its internal quality control comments and calculations at the scheduled reviews.

7. Identify in the Preliminary (30%) Design Report any existing drainage concerns along the corridor and potential fixes or modifications.

8. Critical duration analysis is not included in this effort and, if required, shall be added to the scope by the Supplemental Agreement.

9. Design stormwater management facilities for the project. For the roadway segment from US-441 to SR 434 the pond site recommendations and configurations included in the Pond Siting Report (PSR) for CFX 414-227 dated February 2022 will be used. If deviations from these pond sites are discovered, then a supplement agreement shall be added for the additional effort. For the segment from SR 434 to Keller Road, a separate pond siting effort is being conducted as part of this project under separate scope.

10. Design storm drain inlets and pipes for the proposed bridge structures, roadway widening, and at-grade modifications depicted in the concept plans in accordance with design standards documented herein. Should quantities in excess of those estimated in the included Staff Hour Estimate (SHE) sheets be realized during design, the Consultant shall contact CFX's Project Manager to negotiate a Supplemental Agreement for the additional effort required.

11. Perform a Bridge Hydraulics Report (BHR) for the Lake Bosse Bridge crossing only. No BHR at the Little Wekiva River is included. CFX shall provide CONSULTANT with data collected in the Location Hydraulic Report for the crossing as well as the preliminary model. Excludes permitting with FEMA.

12. One cross-drain evaluation of the (3) 36" culverts near Maitland Summit Blvd is included, using the velocity method.

13. Complete floodplain compensation analysis for the fill impact at Lake Bosse Bridge. Excludes permitting with FEMA.

14. Design storm drain inlets and pipes for the proposed bridge structures, roadway widening, and at-grade modifications depicted in the concept plans in accordance with design standards documented herein. Should quantities in excess of those estimated in the included Staff Hour Estimate (SHE) sheets be realized during design, the Consultant shall contact CFX's Project Manager to negotiate a Supplemental Agreement for the additional effort required.

15. Prepare a Hydroplaning Analysis Memorandum for the areas of new construction only, in accordance with requirements of the Drainage Manual and Handbooks, for those sections requiring analysis.

16. Prepare Drainage Design Documentation report to document the design efforts and be used to support permitting.

4.13 Roadway Lighting

A. The Consultant shall provide a complete set of final roadway lighting documents in accordance with FDOT Design Manual (FDM), FDOT Standard Plans, CFX Design Guidelines, applicable CFX Lighting Details 911' x17" format), and CFX specifications. These plans shall include roadway and ramp lighting fixtures, overhead sign lighting, underdeck lighting, pedestrian lighting and box girder maintenance lighting. The work shall include coordination with the local utility to provide electrical service.

B. If required, CFX will provide a cut sheet for the type of lighting fixtures to be used for this project. The LED lighting fixtures that will be used in the lighting design will be Signify Road Focus RFL Generation 2 with 3000K CCT.

C. Plan sheet scale shall be at 1"=50' scale for the roadway lighting plans, 1" 1000' for project layout, and 1"= 20' scale for the box girder maintenance lighting plans.

D. The Consultant shall collect information from the local maintaining agency and conduct field reviews to determine existing conditions. Existing field conditions shall be documented in the Lighting Design Analysis Report (LDAR) with information and photographs collected from field reviews including, but are not limited to, the following:
- Existing intersection lighting
- Existing roadway lighting

- Utility electrical power service

E. The LDAR shall include, at the minimum, per information given in the CFX Design Guidelines, and the following:

1. Executive summary
2. Project overview
3. Proposed lighting including lighting analysis, roadway lighting, underdeck lighting, sign lighting, pedestrian lighting, and maintenance box girder lighting
4. Luminaire cut sheets
5. FAA coordination
6. Power Design Analysis Report (PDAR) can be included as part of LDAR or as a separate report
7. Information from the filed reviews
8. Correspondence with the local power companies including authorities having jurisdiction

F. The PDAR shall include, at the minimum, per information given in the CFX Design Guidelines, and the following:

1. The report write-up shall include (a) Introduction, (b) methodology and design assumptions for various types of calculations
2. The appendices of report shall include voltage drop calculations, load analysis, short circuit current calculations, device coordination including time-current curves, and arc flash hazard analysis.

4.14 Traffic Engineering

A. Traffic Data will be furnished by CFX.

B. Maintenance of Traffic Plans

1. The Consultant shall prepare maintenance of traffic plans at scale of 1”=50’ to safely and effectively move vehicular and pedestrian traffic during all phases of construction. The designs shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations. Special consideration shall be given to the construction of the drainage system when developing the construction phases. Positive drainage must be maintained at all times.

2. The Consultant shall investigate the need for temporary traffic signals, signs, alternative detour roads, arrow boards, flagging operations, and the use of materials such as sheet pilings in the analysis. A certified designer who has completed the FDOT training course shall prepare

the maintenance of traffic plan.

3. Traffic shall be maintained during all phases of project construction at all locations, including existing posted speed, lane widths and number of lanes unless otherwise determined by CFX and other governmental agencies. This includes meeting with the governmental agencies which may be impacted by the maintenance of traffic plans.

4. Temporary Traffic Control (TTCP) Analysis: The CONSULTANT shall design a safe and effective Temporary Traffic Control Plan (TTCP) to move vehicular and pedestrian traffic during all phases of construction. The design shall include construction phasing of the roadways' ingress and egress to existing property owners and businesses, routing, signing and pavement markings, detour quantity tabulations, roadway pavement, drainage structures, ditches, front slopes, back slopes, drop offs within clear zone, transit agency features (bus stops, etc.), 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 CONSULTANT may need to provide a temporary drainage design). The design shall include construction phasing of roadways to accommodate the construction or relocation of utilities when the contract includes Joint Project Agreements (JPAs) or Utility Work By Highway Contractor (UWHC).

   In the analysis, the CONSULTANT shall investigate the need for temporary traffic signals (including temporary timings), temporary signal detection, temporary lighting, detours, diversions, lane shifts, and the use of materials such as sheet piling. The Temporary TTCP shall be prepared by a certified designer who has completed training as required by the DEPARTMENT. Before proceeding with the TTCP, the CONSULTANT shall meet with the appropriate CFX and DEPARTMENT personnel. The purpose of this meeting is to provide information to the CONSULTANT that will better coordinate the Preliminary and Final Temporary Traffic Control Plan 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 the CFX's Project Manager as soon as possible. Proposed road closings must be reviewed and approved by the CFX and DEPARTMENT personnel. Diligence shall be used to minimize negative impacts by appropriate specifications, recommendations or plans development. Local impacts to consider shall include emergency vehicle response time, local events, holidays, peak seasons, detour route deterioration, transit agency routes and features, and other eventualities. The CONSULTANT shall be responsible for obtaining the local

authorities' permission for use of detour routes not on state highways. Affected transit agencies shall be notified in advance about bus route lane closures and detours via the DEPARTMENT. The CFX will provide the lane closure hours for roadways within their jurisdiction. The CONSULTANT shall perform a Lane Closure Analysis for roadways outside of CFX's jurisdiction.

5. Master TTCP Design Files - The CONSULTANT shall develop master Temporary Traffic Control Plan (TTCP) files showing each phase of the TTCP, including all work necessary for designing lane configurations, diversions, lane shifts, signing and pavement markings, temporary traffic control devices and temporary pedestrian travel ways.

4.15 Signing and Pavement Marking Plans

A. The Consultant shall prepare designs and contract documents for final signing and pavement marking plans in accordance with the CFXDG including layouts showing the locations of ground mounted and overhead signs, special sign details, and any structural or foundation requirements in accordance with applicable design standards. Any requirements for electric service shall be coordinated with the local electric utility.

B. CFX will provide conceptual signing plans for the project as deemed necessary.

C. Plan sheets will be developed at a scale of 1" = 50' (11"x17" format).

D. All Signing and Pavement Marking CADD files must be in FDOT SS10 format

4.16 Signalization Plans

A. The Consultant shall prepare designs and contract documents for final Signalization Plans including layouts showing the locations of mast arms, bridge mounted signal heads, and pedestrian features; special signal details; internally illuminated street name sign details; intersection 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. Signalization Plans shall be developed for the following intersections:

- Maitland Blvd at Rose Ave / Bear Lake Rd
- Maitland Blvd at Eden Park Rd
- Maitland Blvd at Magnolia Homes Rd
- Maitland Blvd at Gateway Blvd

B. Plan sheets will be developed at a scale of 1" =50' (11"x17" format).

C. Signalization Plans shall incorporate the requirements, standards, and specifications of the local maintaining agency (Orange County) including specific technology preferences.

D. Signalization Plans shall include elements consistent with the ongoing Advanced Traffic Management System (ATMS) efforts of Orange County, including microwave vehicle detection systems (MVDS), Bluetooth automated vehicle identification (AVI) systems, CCTV cameras, ATC-model controllers, and network equipment. Fiber optic interconnect shall provide communication between each signalized intersection and the Orange County network.

E. The Consultant shall determine proper signal phasing, timing plans, and coordination—including cycle length, splits, force offs, and offsets—for each intersection and develop preliminary timings.

F. The Consultant shall collect information from the local maintaining agency and conduct field reviews to determine existing conditions. Existing field conditions shall be documented in a brief technical memorandum with information and photographs collected from field reviews including, but are not limited to, the following:

- Existing signal and pedestrian phasing
- Controller manufacturer, model number, firmware version, add-on software modules
- Location and condition of signal structure(s)
- Type of vehicle detection systems
- Signal interconnect
- Controller timing plans and parameters
- Utility electrical power service
- Conduit pathways and pull boxes

G. The Consultant shall design temporary signals for operation during Maintenance of Traffic, as necessary.

4.17 Right-of-Way Documents

A. NA

4.18 Cost Estimates

A. The Consultant shall prepare and submit to CFX construction cost estimates at the 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"= 50'. These plans shall include the relocation of all existing fiber optic ductbanks, cables, manholes, and pull boxes in areas where the existing locations conflict with construction and as necessary to relocate the FON into the new paved shoulder. The Consultant shall identify existing physical features and utilities that will impact the construction and installation of the equipment. The Consultant shall review and modify standard FON details, as necessary. The limits of the FON include approximately 500' west of US 441 (Orange Blossom Trail) to Keller Road and include parallel fiber optic backbone and redundant feeder located on both sides of SR 414.

2. Fiber optic network (FON) plans shall include the following:

   a. Roadway geometry
   b. Rights-of-Way
   c. Existing utilities within the right-of-way including CFX's FON
   d. Physical features affecting construction/installation (sign structures, light poles, fences, etc.)
   e. Manhole/Pull box locations and stub-out details (standard details provided)
   f. Device layout
   g. Device installation details
   h. Conduit installation details (standard details provided)
   i. Fiber optic cable route marker detail (standard details provided)
   j. Fiber count per conduit
   k. Communications interconnect
   l. Connectivity with the FON backbone conduits
   m. Controller cabinet, structure, and foundation details for proposed CFX device sites.
   n. Power interconnect, calculations to support conductor size, and details. Power conductors to each device location shall be sized to the capacity of the main breaker in the cabinet. Determination on conductor sizing and voltage drop limits are only required for

proposed sites and existing sites where the total site load is being significantly modified.

o. Prepare short circuit current, selective coordination, and arc flash hazard assessment for each new service

p. Grounding

q. Tabulation of quantities

r. Special notes

s. Maintenance of fiber operations (protection of existing FON through all phases of construction and cutover phasing to ensure continuous operation of existing ITS devices)

t. All existing and proposed FON to be included and shown with roadway cross sections and drainage cross sections

u. Avoid attaching ITS devices to bridges

v. Installation of new and replacement of existing CCTV camera sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided). CCTV cameras shall be installed on steel device poles with camera lowering devices and provided complete coverage of the mainline travel lanes, shoulders, and on/off-ramps, as well as verification of each DMS display.

w. Installation of new data collection sensor (DCS) sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided).

x. Installation of new and replacement of existing dynamic message sign (DMS) sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided). DMS shall be installed at the following locations:
    - SR 414 Westbound – east of US 441 (full-span)
    - SR 414 Eastbound – east of Eden Park Rd (full-span)
    - SR 414 Westbound – west of Maitland Summit Blvd (cantilevered)

y. Installation of new and replacement of existing traffic monitoring sites (TMS) sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided). MVDS shall be installed on device poles and DMS overhead structures and provide individual detection zones for both directions of the mainline and each on and off-ramp, on a per lane basis.

z. Installation of new Wrong-Way Vehicle Detection Systems (WWVDS) and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided). WWVDS shall be installed at all off-ramps including the following locations:

- SR 414 Westbound Off-Ramp at US 441 / SR 500 (Orange Blossom Trl)
- SR 414 Eastbound Off-Ramp at US 441 / SR 500 (Orange Blossom Trl)
- SR 414 Westbound Off-Ramp at SR 434
- SR 414 Eastbound Off-Ramp at SR 434
- SR 414 Westbound Off-Ramp at Maitland Summit Blvd
- SR 414 Eastbound Off-Ramp at Maitland Summit Blvd
- SR 414 Westbound Off-Ramp at Keller Rd
- SR 414 Eastbound Off-Ramp at Keller Rd

3. The Consultant shall take the following information into consideration when developing the site construction plans:

   a. Minimize utility conflicts and adjustments.
   b. Minimize traffic impact.
   c. Accessibility and ease of equipment maintenance.
   d. Safety of equipment maintenance personnel and the traveling public.
   e. Maintain the existing FON system through all phases of construction.
   f. Environmental conditions.
   g. Concurrent/future CFX projects.
   h. Compatibility with existing and proposed ITS infrastructure (e.g., CFX enhanced grounding standards for ITS devices, CFX transient voltage surge suppression (TVSS) standards for ITS devices, etc.)
   i. Leased conduits in CFX FON duct bank that are occupied by the fiber optic cable of other agencies or entities.
   j. Location of proposed sound walls

B. Splice and Cable Routing Details

1. The Consultant shall provide splicing detail diagrams to document proposed fiber optic splices within and between manholes, ITS devices, tollbooths, and other junction points.

2. Proposed splicing tables shall include ITS device connectivity, fiber use, drop cable fiber identification, drop cable identification, backbone cable identification, translateral cable identification, backbone into mainline cable identification, and toll plaza patch panel jack.

3. The Consultant shall provide cable routing diagrams and fiber allocation charts in CFX's standard format to document the functional connectivity between proposed fiber optic conduit and splices.

C. Maintenance of Fiber Operations

1. The Consultant shall provide a plan of action to ensure existing fiber optic network is not disrupted during construction operations.

2. The Consultant shall determine the sequence of fiber optic cable splices to minimize disruption to communications.

3. Standard CFX specifications will be provided to the Consultant. The Consultant shall review the specifications and modify them as necessary.

4.21 Tolling Gantry Facilities

A. This proposal includes new mainline All-Electronic Tolling (AET) gantries, one for each direction of traffic for the elevated viaduct, concrete pads for toll equipment enclosures to be provided by the Toll Equipment Contractor (TEC), standby power generator and fuel tank, loop pavement, conduits, pull boxes for electric power and data communications cabling to be provided by the TEC.

B. Toll Facility Plans to be provided will be similar to those provided for the Contract 417-150 (Narcoosee Toll Facilities), and include, but not be limited to the following:

1. Civil/site plan
   a. Grading
   b. Parking & maintenance pull-off pavement
   c. Concrete pavement details
   d. ~~Temporary Traffic Control plan~~
      ~~i. Construction of new conc pavement (maintain one lane minimum of existing ramp traffic, and maintain ability to run thru existing plaza)~~
      ~~ii. Demolition of existing plaza – likely requiring slight diversion of ramp traffic once new ramp toll plaza is operational.~~

2. Gantry structure
   a. See Miscellaneous Structures
   b. Structural notes
   c. Foundation plan (Geotech) (covered in SA #3)
   d. Truss plan and elevation
   e. Truss details

3. Electrical & Generator LP gas tank & piping

a. Electrical plan
b. LP tank plan and piping diagram
c. Plaza demolition electrical plan
d. Plaza generator LP tank demolition plan
e. Lightning protection plan
f. Toll equipment power riser
g. Panel schedules
h. LP piping and tank installation details
i. Misc. electrical details
j. Power Design Analysis Report (minimum inclusion: generator sizing, fuel tank sizing with other required design calcs).
k. Cabinet details

C. Assumptions

1. Toll facility site location to be provided by CFX.

2. Toll facility will not include a climate-controlled brick-and-mortar roadside technical building for toll equipment, but only pads for toll equipment cabinets.

3. The location of toll equipment cabinets, maintenance service access and parking has not been determined, but will likely be nearby either at grade or on viaduct embankment, and not located on bridge structure.

4. Toll gantries must have adequate separation from overhead electric transmission lines.

5. Toll equipment will be provided by the Toll Equipment Contractor, including, but not limited to, toll equipment cabinets, peripheral tolling devices, computers, cameras, illuminators, loop detectors, toll system power and data cabling, etc.

6. ITS fiber optic communication lines will be provided under ITS scope.

7. Toll gantry structures will be provided under Structural scope.

4.22 Post-Design Services

A. Services shall begin after authorization by CFX. The Consultant compensation for post-design services may be added by Supplemental Agreement and shall be at an hourly rate, inclusive of overhead, profit and expenses, and exclusive of travel. No compensation will be made for correction of errors and omissions.

B. The Consultant shall support the post design process as follows:

1. Answer questions relative to the plans, typical sections, quantities and special provisions.

2. Make any necessary corrections to the plans, typical sections, quantities, notes, etc., as may be required.

3. Attend pre-award meeting with construction contractor, CFX, and CFX's CEI.

C. The Consultant shall, prior to the pre-bid conference, be prepared to walk the project with CFX's CEI to discuss the plans and details. The Consultant shall be prepared to attend the pre-bid conference and respond to questions related to the plans, details, and special provisions.

D. The Consultant shall prepare any addenda required to clarify the work included in the construction contract documents. Addenda may be required based on the project inspection with the CEI, or questions developed in the pre-bid conference, or conditions discovered by bidders during the bid period. Addenda will not be issued for Contractor initiated design changes or value engineering proposed work.

E. The Consultant shall be available to respond to questions in the field that may arise relative to the plans, details or special provisions during construction. The Consultant shall periodically (monthly) visit the project site to observe the progress of construction on the project. This visit will not replace the formal construction inspection by CFX. It is intended to provide the opportunity of the design team to observe whether the work is being performed in general conformance with the project plans. Written memos of all such field trips shall be submitted to CFX within five (5) working days of the trip.

F. The Consultant shall review and approve shop drawings for structural, lighting, signing, traffic signal elements, and toll plaza shop drawings. This work will include the erection procedure plans, review proposals for substitutions, develop supplemental agreements, and provide other engineering services required to facilitate construction of the project. Reviews will be conducted and returned within two (2) weeks from receipt of information.

G. The Consultant shall appoint a responsible member of the firm to be the contact person for all post-design services. The person should be continually available during the course of construction for review of design plans.

H. The Consultant shall make every reasonable effort to process any material presented for review in a prompt manner recognizing a construction contract

is underway.

I. The Consultant's key staff shall attend a maximum of three (3) partnering meetings as requested by CFX's Project Manager. The Consultant shall also attend progress/coordination meetings as requested by CFX's Project Manager including, but not limited to, the Notice to Proceed meeting.

J. Approved design bridge load ratings were obtained by the Consultant under the final design phase of this contract. The Contractor shall be responsible for revising and resubmitting the load ratings if changes to the bridge design occur during construction. Otherwise, the Consultant shall provide written correspondence to FDOT when construction is complete that the bridges were constructed in accordance with the plans and the design load ratings still apply.

K. The Consultant shall provide geotechnical engineering services as needed by CFX, relative to pile driving, earthwork, embankment and MSE wall construction.

L. The Consultant shall provide utility consulting services as needed by CFX, relative to proposed utility adjustments within the project limits.

M. The Consultant shall prepare Record Drawings in electronic format following completion of the construction phase. CFX shall provide all As-Built drawings from the Contractor / CEI to the Consultant for their use in preparation of the Record Drawings. Record drawings shall be prepared in accordance with the CFX Design Guidelines.

4.23 Landscape Analysis

A. SR 414 Landscape Opportunity Plans – 1" = 50'.Includes identification of landscape areas in compliance with FDM and cross section engineering constraints. The graphic plans will include typical sections, recommended plant palette to convey the general opportunities for landscape development.

1. 90% Plans – Preliminary Submittal
2. 100% Plans – Final Submittal
3. 90% & 100% Cost estimate based on square footage of landscape area.

B. Maitland Boulevard Median Hardscape Visioning Boards Preparation of Vision Hardscape boards to address potential hardscape treatments in compliance with FDM requirements. Features may include specialty pavements, raised planters, public art, and aesthetic lighting. Visioning may utilize photos, sections, elevations and details to define aesthetic direction.

1. Submittals – Preliminary and Final Submittal
2. Up to three (3) - 36" x 42" Vision Boards.

C. Meetings

1. Kickoff Meeting - One (1) meeting

2. Site Review Meeting – One (1) meeting

3. Bi-weekly Progress Meetings – 26 months/13 Meetings
   a. TWO (2) meetings Focused on Landscape Opportunity/Median Hardscape Visioning

4. OWNER Design Meetings

   a. CFX (Biweekly/13 mtgs) – Four (4) Landscape Opportunity/Median Hardscape Meetings
   b. FDOT (Quarterly/10 mtgs) – Two (2) Landscape Opportunity/Median Hardscape Meetings
   c. Public Meetings– In Person - One (1) meeting
   d. In Person Public Meeting – One (1) meeting included

5. Atkins Internal Meetings

   a. Kickoff – One (1) meeting
   b. Design Coordination Meetings – Twenty-Four (24) meetings

5.0 MATERIALS FURNISHED BY CFX OR ITS DESIGNEE

5.1 Record Documents

A. CFX will provide the Consultant, within ten (10) working days of a written request, the following items:

1. Available record drawings of existing conditions

2. Available right-of-way plans of existing conditions

3. Current list available to CFX of owners of all affected properties within the section.

4. Sample plans to be used as guidelines for format, organization, and content.

5. Title searches of all affected properties for use by the Consultant in the preparation of the right-of-way maps.

6. Contract unit prices from latest CFX construction projects.

5.2 Traffic Data

A. CFX will provide the following design traffic data:

1. Current and design year ADT

2. Current and design year peak hour volumes

3. Turning movements at each intersection/interchange

4. K, D and T factors

5. Design speed

6. AVI Percentages

5.3 Other

A. Utility designates for the CFX FON and roadway lighting within CFX right-of-way.

6.0 WORK PERFORMED BY CFX OR ITS DESIGNEE

6.1 Right-of-Way Acquisition

A. If necessary, CFX, or its designee, will review all right-of-way maps, parcel sketches and legal descriptions prepared by the Consultant. CFX will handle all appraisals, negotiations, relocations, condemnation, and property settlements.

6.2 Utility Agreements

A. CFX will support, as necessary, the Consultant's acquisition of information required for utility agreements.

6.3 Public Involvement

A. CFX will provide a moderator for all required public meetings and provide guidelines for the Public Involvement aspects of the project. The need for public meetings or public hearings will be determined by CFX. CFX will be responsible for mailings and advertisements for the public meetings.

6.4 Contracts and Specifications Services

A. CFX will prepare the necessary bid documents for the construction contract using plans, technical special provisions, and special specifications prepared by the Consultant.

6.5 Post-Design Services

A. CFX will be the principal initial contact for post-design questions and answer questions on a limited scope.

B. CFX's CEI representative will be responsible for collection and documentation of all As-Built information for the constructed improvements.

6.6 Environmental Permits

A. CFX will review and submit the environmental permit applications and coordinate with the Consultant on requests for additional information from the regulatory agencies.

B. CFX will stake wetland lines and coordinate agency site visits. CFX will also prepare the wetland and wildlife analysis and documentation for the permits.

6.7 Conceptual Specialty Design

A. CFX will provide a conceptual major guide signing plan.

B. CFX will provide proposed sound wall locations, if applicable.

C. CFX will provide conceptual aesthetics design and treatments for structures.

7.0 ADMINISTRATION

7.1 Central Florida Expressway Authority

A. CFX's Project Manager will administer the Consultant services detailed in this scope.

B. All contractual payments and changes shall be reviewed and approved by CFX's Project Manager.

7.2 CFX's Project Manager will:

A. Conduct ongoing reviews of the Consultant's progress in performing the work and furnish technical comments in a timely manner.

B. Review the Consultant's billings.

C. Review and evaluate the Consultant's requests for extension of time and Supplemental Agreements and recommend appropriate action.

D. Review all correspondence with public agencies prior to the Consultant's mailing of any correspondence except for requests for information.

E. Coordinate the distribution of public information.

F. Coordinate the data (including documentation of prior rights, cost estimates and plans) necessary for CFX to prepare and execute all utility and railroad agreements.

G. Conduct an introductory meeting to deliver relevant information and explain the administration process.

H. Review the Consultant's Quality Control program and the Consultant's conformance to the Quality Control Program.

I. Provide a focal point contact for all questions, requests, and submittals.

J. Provide a system to monitor the Consultant's schedule, progress, and key milestone submittal dates.

7.3 Consultant

A. The Consultant is responsible for the accuracy and completeness of the construction contract documents and related design prepared under this project and shall check all such material accordingly. The plans will be reviewed by CFX for conformity with CFX procedures and the terms of the Contract, as well as coordination with adjacent design contracts. Review by CFX does not include detailed review or checking of design of major components and related details or the accuracy with which such designs are depicted on the plans. The responsibility for accuracy and completeness of such items remains solely that of the Consultant. The Consultant shall:

1. Establish, furnish, and maintain suitable office facilities to serve as the project office for the duration of the project at a location acceptable to CFX.

2. Maintain an adequate staff of qualified support personnel to perform the work necessary to complete the project.

3. Establish internal accounting methods and procedures for documenting and monitoring project costs.

4. Establish and maintain contract administration procedures, which will include supplemental agreements, time extensions and subcontracts.

7.4 Project Control

A. The Consultant shall provide data for CFX's Management Information System to monitor costs and manpower, and report progress. This project control system may include features to:

1. Determine and highlight critical path work from initial plans as work progresses.

2. Identify progress against schedule for each identified work item.

3. Forecast completion dates from current progress.

4. Highlight rescheduled work in any area which is out of required sequence.

5. Highlight rescheduling that has overloaded any physical area that requires more resources than originally allocated.

6. Forecast future conflicts in any area.

7.5 Work Progress

A. The Consultant shall meet with CFX's Project Manager on a bi-weekly basis (or more often if necessary) and provide written progress reports which describe the work performed on each task. The dates and times of these meetings will be established by CFX. Two (2) working days prior to each progress meeting, the Consultant shall provide CFX's Project Manager with a draft copy of the Progress Report and a typed agenda for the meeting. The Consultant shall prepare typed meeting notes and submit them to CFX's Project Manager within five (5) working days after the meeting. The notes shall indicate issues discussed and the resolution or action required to resolve any issues.

7.6 Schedule

A. Within twenty (20) calendar days after receipt of the Notice to Proceed, the Consultant shall provide a schedule of calendar deadlines in a format prescribed by CFX.

7.7 Project Related Correspondence

A. The Consultant shall furnish copies of all written correspondence between the Consultant and any party pertaining specifically to this project to CFX for its records within one (1) week of the receipt or mailing of said correspondence. The Consultant shall record and distribute the minutes of all meetings pertaining to this project.

7.8 Quality Control

A. The Consultant has total responsibility for the accuracy and completeness of the plans and related designs prepared under this project and shall check all such material accordingly. Consultant shall have a quality control plan in effect during the entire time work is being performed under the Contract. The plan shall establish a process whereby calculations are independently checked, plans checked, corrected, and back checked. All plans, calculations, and documents submitted for review shall be clearly marked as being fully checked by a qualified individual other than the originator. The FDOT plan review checklist shall be attached, and appropriate items checked.

B. The Consultant's quality control plan shall be submitted to CFX within fifteen (15) working days of receipt of written notice to proceed.

C. In lieu of a project specific Quality Control Plan, the Consultant can choose to adopt the Quality Control Plan Requirements outlined in FDM Section 124. If so, the declaration email and QA/QC Staffing Plan shall be submitted to CFX within fifteen (15) working days of receipt of written notice to proceed.

7.9 Consultant Personnel

A. The Consultant's work shall be performed and/or directed by the key personnel identified in Exhibit "D". Any changes in the indicated key personnel or the Consultant's office in charge of the work shall be subject to review and approval by CFX.

7.10 Site Visit

A. The Consultant shall arrange a site visit within ten (10) calendar days of receipt of written Notice to Proceed. Consultant personnel assigned to perform the work on the project shall attend. CFX representatives will be present. Within seven (7) calendar days of the site visit, the Consultant shall issue to CFX a brief written report including observations, discussions, and any questions pertaining to the scope or level of effort of the project. The purpose of this visit is to acquaint key personnel with the details and features of the project to facilitate the design process.

7.11 Acceptability of the Work

A. The plans, design, calculations, reports and other documents furnished under this Scope of Services shall conform to the "standards-of-the industry" quality as acceptable to CFX. The criteria for acceptance shall be a product of neat appearance, well organized, accurate and complete, technically and grammatically correct, checked in accordance with the

approved Quality Control program, and have the maker and checker identified. The minimum standard of appearance, organization and content of drawings shall be similar to the type produced by the Florida Department of Transportation and CFX.

7.12 Design Documentation

A. The Consultant shall submit any design notes, sketches, worksheets, and computations to document the design conclusions reached during the development of the construction contract documents to CFX for review.

B. The design notes and computations shall be recorded on 8-1/2" x 11" computation sheets, appropriately titled, numbered, dated, indexed, and signed by the designer and checker. Computer output forms and other oversized sheets shall be folded or legibly reduced to 8-1/2" x 11" size. The data shall be bound in a hard-back folder for submittal to CFX.

C. Electronic (PDF Format) copies of the design notes and computations shall be submitted to CFX with each review submittal. When the plans are submitted for 90% review, the design notes and computations corrected for any CFX comments shall be resubmitted. At the project completion (bid set), one (1) hard copy of the final set of the design notes and computations, sealed by a Professional Engineer, registered in the State of Florida, shall be submitted with the record set of plans and tracings.

D. Design notes and calculations shall include, but are not necessarily limited to, the following data:

1. Field survey notes and computations.
2. Design criteria used for the project.
3. Geometric design calculations for horizontal alignment.
4. Vertical geometry calculations.
5. Right-of-way calculations.
6. Drainage computations.
7. Structural design calculations.
8. Geotechnical report.
9. Hydraulics Report for each bridged stream crossing.
10. Earthwork calculations not included in the summary of quantities

sheet or cross sections.

11. Calculations showing cost comparisons of various alternatives considered.

12. Calculations of quantities.

13. Documentation of decisions reached resulting from meetings, telephone conversations, emails, or site visits.

14. Lighting and voltage drop calculations.

15. Lighting service letter from the power company stating the following: service voltage, type of service (overhead or underground), location of power company service point, and any other power company requirements.

7.13 Reviews and Submittals

A. Review and coordination of the Consultant's work by CFX shall continue through the project development process

B. Formal submittals for review shall be made to CFX when the plans have been developed to the following levels of completion:

1. Preliminary Design Report (Electronic file (pdf) to the CFX and CFX GEC project managers and one (1) hard copy of memorandum to CFX project manager)

2. 30% Roadway Plans (Electronic file (pdf) to the CFX and CFX GEC project managers)

3. 30% Bridge and Structural Plans (Electronic file (pdf) to the CFX and CFX GEC project managers)

4. 60% Roadway Plans, Geotechnical Report (Electronic file (pdf) to the CFX and CFX GEC project managers)

5. 60% Bridge Plans required only on Category 2 bridges (Electronic file (pdf) to the CFX and CFX GEC project managers).

6. 90% Bridge and Structural Plans (Electronic file (pdf) to the CFX and CFX GEC project managers)

7. 90% Roadway Plans and specifications (Electronic file (pdf) to the CFX and CFX GEC project managers)

8. 100% Roadway, Bridge and specifications, Geotechnical Report (Electronic file (pdf) to the CFX and CFX GEC project managers)

9. Pre-Bid Plans (Electronic file (pdf) to the CFX and CFX GEC project managers)

10. Bid Set (1 set signed and sealed plans, 1 set "clean" plans, 1 set signed and sealed reports and electronic files (pdf) of all plans and reports to the CFX and CFX GEC project managers)

C. Preparation and distribution of roadway plans and right-of-way maps to other than CFX or CFX GEC will not be made until approved by CFX.

D. The format of review submittal plans shall conform to the FDOT Design Manual (FDM), except as amended by CFX.

E. Due to the compact schedule of the design, review and construction process, any modification to the agreed submittal dates will require a letter from the Consultant to CFX giving:

1. The reason for the delay.

2. The design components impacted.

3. Proposed methods to maintain submittal dates.

F. The Consultant shall submit all CADD files in FDOT SS10 format, including GEOPAK files, used in the preparation of the plans, with all plan phase submittals.

G. The Consultant shall submit files pertaining to the design survey.

1. Plan sheets showing the primary control points provided by the CFX and as verified by the survey consultant and the horizontal / vertical control points established by the survey consultant during the control survey phase of the project. These points shall be spaced approximately every 1000' along the corridor and at major side streets. Additional control points used strictly for LIDAR and/or topographic data collection shall not be included within the plan set. Point accuracy and monumentation type shall be to the standards set forth in Chapter 5J-17, F.A.C. and the "Florida Department of Transportation Surveying and Mapping Handbook". Sheets should be prepared in accordance with Section 310 of the "Florida Department of Transportation Design Manual". These sheets are to be included in the Roadway Plan Set.

2. Reports showing the results of horizontal and vertical control

network adjustments will be submitted to the CFX Project Manager through the Prime Consultant for review prior to final processing any subsequent Survey data. Horizontal secondary control point coordinates should originate within a closed traverse or from a GPS/GNSS network based on control provided by or approved by CFX GEC. Vertical secondary control point coordinates should originate within a closed differential level loop based on control provided by or approved by CFX GEC. All final coordinates for secondary control points must hold a Standard Deviation/Positional Uncertainty value proving that satisfactory locations were achieved.

3. Reports showing field check cross sections compared to point cloud and TIN.

4. A preliminary Surveyors Report in accordance with Chapter 5J-17, F.A.C. and with other standards required, covering all collected survey data and any subsequent deliverables will be submitted to the CFX Project Manager through the Prime Consultant for review prior to submitting the signed and sealed final Surveyors Report.

7.14 Plan Phase Submittals

A. All plan phase submittals shall be made as per the *Central Florida Expressway Authority Design Guidelines*, latest edition.

CONSENT AGENDA ITEM
#12

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*
Director of Procurement

DATE: May 6, 2025

SUBJECT: Approval of Mitigation Credit Purchases with Missing Link Mitigation Bank d/b/a Missing Link Mitigation Preserve, LLC for Project 516-236

Board approval for the Executive Director to enter into an agreement with Missing Link Mitigation Bank d/b/a Missing Link Mitigation Preserve, LLC for a not-to-exceed amount of $6,600,000.00 to purchase mitigation bank credits is requested.

Environmental impacts from this project require state mitigation to offset wetland impacts. The use of mitigation bank credits is the preferred method by the United States Army Corps of Engineers (USACE), and the St. Johns River Water Management District (SJRWMD) to offset these impacts.

This cost is included in the Five-Year Work Plan.

Reviewed by: *David V. Falk*
David Falk, PE
Director of Engineering

Glenn Pressimone
Glenn Pressimone, PE
Chief of Infrastructure

CONSENT AGENDA ITEM
#13

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*
Director of Procurement

DATE: June 2, 2025

SUBJECT: Approval of Mitigation Credit Purchases with Southport Ranch Mitigation Bank d/b/a Southport Ranch Mitigation Bank LLC and/or Shingle Creek Mitigation Bank d/b/a UMAM, LLC for Project 538-234

Board approval for the Executive Director to enter into an agreement with Southport Ranch Mitigation Bank d/b/a Southport Ranch Mitigation Bank LLC and/or Shingle Creek Mitigation Bank d/b/a UMAM, LLC for a not-to-exceed amount of $3,000,000.00 to purchase mitigation bank credits is requested.

The banks listed above have identified their ability to independently provide all credits required. In order to transfer the credits to CFX, the bank must submit a minor permit modification for a debit of reserved credits from the ledger of the permitting agency. Should the Southport Ranch Mitigation Bank d/b/a Southport Ranch Mitigation Bank LLC not acquire their minor permit modification within an agreed upon time frame from the effective date of the agreement, CFX may request Shingle Creek Mitigation Bank d/b/a UMAM, LLC to provide the remaining credits.

Environmental impacts from this project require state mitigation to offset wetland impacts. The use of mitigation bank credits is the preferred method by the United States Army Corps of Engineers (USACE), and the South Florida Water Management District (SFWMD) to offset these impacts.

This cost is included in the Five-Year Work Plan.

Reviewed by: *David V. Falk* *Glenn Pressimone*

David Falk, PE
Director of Engineering

Glenn Pressimone, PE
Chief of Infrastructure

CONSENT AGENDA ITEM
#14

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*
Director of Procurement

DATE: June 2, 2025

SUBJECT: Approval of Mitigation Credit Purchases with Southport Ranch Mitigation Bank d/b/a Southport Ranch Mitigation Bank LLC and/or Shingle Creek Mitigation Bank d/b/a UMAM, LLC for Project 538-235

Board approval for the Executive Director to enter into an agreement with Southport Ranch Mitigation Bank d/b/a Southport Ranch Mitigation Bank LLC and/or Shingle Creek Mitigation Bank d/b/a UMAM, LLC for a not-to-exceed amount of $1,600,000.00 to purchase mitigation bank credits is requested.

The banks listed above have identified their ability to independently provide all credits required. In order to transfer the credits to CFX, the bank must submit a minor permit modification for a debit of reserved credits from the ledger of the permitting agency. Should the Southport Ranch Mitigation Bank d/b/a Southport Ranch Mitigation Bank LLC not acquire their minor permit modification within an agreed upon time frame from the effective date of the agreement, CFX may request Shingle Creek Mitigation Bank d/b/a UMAM, LLC to provide the remaining credits.

Environmental impacts from this project require state mitigation to offset wetland impacts. The use of mitigation bank credits is the preferred method by the United States Army Corps of Engineers (USACE), and the South Florida Water Management District (SFWMD) to offset these impacts.

This cost is included in the Five-Year Work Plan.

Reviewed by: *David V. Falk* *Glenn Pressimone*

David Falk, PE
Director of Engineering

Glenn Pressimone, PE
Chief of Infrastructure

CONSENT AGENDA ITEM
#15

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*
Director of Procurement

DATE: May 28, 2025

SUBJECT: Approval of Supplemental Agreements Nos. 8 & 9 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 Agreements Nos. 8 and 9 with Kimley-Horn & Associates, Inc. in the total amount of $617,830.99 (SA 8 = $70,733.79 and SA 9 = $547,097.20 (Post Design Services)) is requested. The original contract was for five years with five one-year renewals.

The work to be performed includes additional roadway and utility design services and post design services.

Original Contract	$3,700,000.00
Supplemental Agreement No. 1-3	$ 0.00
Supplemental Agreement No. 4	$ 97,015.55
Supplemental Agreement No. 5	$ 0.00
Supplemental Agreement No. 6	$ 83,118.76
Supplemental Agreement No. 7	$ 0.00
Supplemental Agreement No. 8	$ 70,733.79
Supplemental Agreement No. 9	$ 547,097.20
Total	$4,497,965.30

This contract is included in the Five-Year Work Plan.

Reviewed by: *David V. Falk*
David Falk, PE
Director of Engineering

Glenn Pressimone
Glenn Pressimone, PE
Chief of Infrastructure

Project 538-235A
Contract 001649

SUPPLEMENTAL AGREEMENT NO. 9
TO AGREEMENT FOR PROFESSIONAL SERVICES POST DESIGN SERVICES
CR 532 Widening from Old Lake Wilson Road to US 17/92

THIS SUPPLEMENTAL AGREEMENT NO. 9 ("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, ("CFX"), and Kimley-Horn and Associates, Inc., a North Carolina corporation, authorized to conduct business in Florida, ("Consultant"). CFX and Consultant may be referred to herein as the "Party" or collectively as the "Parties".

A. On June 11, 2020, CFX and Consultant executed an agreement for Professional Services, Final Design, as amended or supplemented by Supplemental Agreement No. 1 dated August 30, 2021, Supplemental Agreement No. 2 dated August 17, 2022, Supplemental Agreement No. 3 dated May 4, 2023, Supplemental Agreement No. 4 dated October 12, 2023, Supplemental Agreement No. 5 dated June 11, 2024, Supplemental Agreement No. 6 dated November 14, 2024, Supplemental Agreement No. 7 dated April 8, 2025, and Supplemental Agreement No. 8 being approved concurrently with this Supplemental Agreement No. 9 (collectively, "Agreement").

B. Section B.37.8 of the Scope of Services, as defined in the Agreement, and attached to the Agreement as Exhibit "A" provides that after completion of the services outlined therein for Project Number 538-235A, CFX may negotiate with the Consultant to enter into a supplemental agreement to provide post design services; and

C. 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.

Now, therefore, in consideration of the mutual covenants and promises set forth in this Supplemental Agreement, CFX and the Consultant 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. CFX hereby authorizes the Consultant to proceed with the post design services required as outlined in the Consultant's May 9, 2025 letter to CFX, which is attached hereto as Exhibit "A" and incorporated herein by reference ("Post Design Services"). Section B.3.8 of Exhibit "A" of the Agreement and the Scope of Services, as defined in the Agreement, shall be amended to include the Post Design Services.

3. All invoices from the Consultant for Post Design Services shall be submitted to CFX with complete documentation. Invoices for Post Design Services shall not be a continuation of the original Consultant's contract amount for final design services and shall only be for those Post Design Services as outlined in this Supplemental Agreement. Compensation for Post Design Services shall be invoiced to CFX at an hourly rate, inclusive of overhead, profit, and expenses (exclusive of travel). The hourly rate shall be calculated using the employee's actual direct salary and the negotiated Post Design Services multiplier, as outlined in the correspondence attached hereto as Exhibit "A" and incorporated herein by reference. Direct expenses will be reimbursed

for local travel only (per mile). The maximum fee for Post Design Services shall be $547,097.20.

4. **Effect on Agreement.** All provisions of the 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, the provisions of this Supplemental Agreement shall take precedence.

5. **Counterpart and Electronic Signatures.** This Supplemental Agreement may be executed in multiple counterparts, including by electronic or digital signatures in compliance with Chapter 668, Florida Statutes, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement.

6. **Entire Agreement.** This Supplemental Agreement, and any documents incorporated, referenced, or attached hereto, contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and/or warranties, whether oral or written, of either of the Parties.

7. **Effective Date.** This Supplemental Agreement shall be effective as of the latest day of execution.

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have made and executed this Supplemental No. 9: Central Florida Expressway Authority, signing by and through its Director of Procurement, authorized to execute same by the CFX Governing Board action on June 12, 2025, and Kimley-Horn and Associates, Inc. signing through its undersigned signatory, duly authorized to execute same.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____ Date: _____

Print Name: Aneth Williams Title: Director of Procurement

Kimley-Horn and Associates, Inc.

By: _____ Date: 05/27/2025

Print Name: Hao Chau Title: Vice President

Reviewed and approved as to form for the exclusive reliance of CFX:

By: _____ Date: 05/27/2025

Print Name: Cristina T. Berrios Title: CFX Deputy General Counsel

EXHIBIT “A”

Dewberry

MEMORANDUM

Date: May 12, 2025

To: David Falk, 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. 9

Comments:

I have reviewed the fee sheet and scope of services submitted by Kimley-Horn and Associates, Inc. provided via email on May 9, 2025 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 post-design services for this project.

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
$	476,010.06	Additional fee for Kimley-Horn as Prime for Part B (Design)
$	71,087.14	Total Additional Subconsultant Fees for Part B
$	547,097.20	Total Additional Fees for Part B
$	476,010.06	Additional fee for Kimley-Horn as Prime Total Parts A&B
$	71,087.14	Total Additional Subconsultant Fees Total Parts A&B
$	547,097.20	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 $547,097.20.

Should you have questions or need additional information, please call me at 321.354.9757.

cc:

Keith Jackson, PE Dewberry
File

Kimley»Horn

149800003

May 9, 2025

Project: 538-235A CR 532

David Falk, 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. 9 Proposal
CFX 538-235A (Contract No. 001649)

Dear Mr. Falk,

Enclosed you will find Kimley-Horn's final Supplemental Agreement No. 9 proposal for the CR 532 project, Post Design Services.

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"

Project 538-235A
CR 532 Widening from Old Lake Wilson Road to US 17/92
Post-Design Scope of Services

B.3.8 Post Design Services

A. Compensation

The Consultant's compensation for post-design services is hereby added by supplemental agreement and shall be at an hourly rate, inclusive of overhead, profit, and expenses, and exclusive of travel. No compensation will be made for correction of errors and omissions.

B. General Support

The Consultant shall support the post-design process as described in more detail herein. General support may include, project management/team oversight, monthly progress reports, subconsultant coordination, filing, document control, and all coordination with CFX and the CEI.

The Consultant shall make every reasonable effort to process any material presented for review in a prompt manner recognizing a construction contract is underway.

This scope is based upon a 730-day construction duration, i.e. approximately 24 months. The Consultant shall appoint a responsible member of the firm to be the contact person for all post-design services. This person shall be continually available during the course of construction.

C. Pre-bid Conference

The Consultant shall be prepared to attend the pre-bid conference and respond to questions related to the plans, details, and special provisions.

D. Addenda

The Consultant shall respond to questions related to the bid package (plans and specifications) and shall prepare any addenda required to clarify the work included in the contract documents. Addenda may be required based on questions developed in the pre-bid conference, special conditions as identified in the permit documents, special conditions as identified through the Toho Water Authority agreement finalization, or conditions discovered by bidders during the bid period.

E. Field Visits – Construction Meetings

The Consultant shall be available to respond to questions in the field that may arise relative to the plans, details, or special provisions during construction. The Consultant will periodically visit the project site to observe the progress of construction. This visit will not take the place of formal construction inspection by CFX's Construction Manager and their inspection team. Rather, it is intended to provide the opportunity for members of the design team to observe whether work by the Contractor is being performed in general conformance with the project plans. Written memos of all such field visits shall be submitted to CFX and their Construction Manager within five business days of the trip. For budget purposes, quarterly field visits (PM plus one technical lead) are estimated.

F. Plan revisions

If requested by CFX the Consultant will make requested design and plan revisions. These may be related to unforeseen conditions, changes in approach desired by CFX, changes due to coordination with adjacent project schedules, or other reasons not listed herein.

G. Shop Drawing Reviews

CEI will perform the reviews and request review from Consultant as needed. The Consultant shall review, provide comments and approve shop drawings from the Contractor for roadway, drainage, signing and pavement markings, signalization, fiber optic network, and structural elements. This work will include reviewing proposals for substitutions and assistance with other engineering services required to facilitate construction of the project. Reviews will be conducted and returned within two weeks from receipt of information.

H. Request for Information (RFI)

The Consultant shall provide responses to requests for information. Review and responses will be conducted within three business days if practical, however no later than one week from receipt of RFI.

I. Meetings

The Consultant shall attend partnering meetings as requested by CFX (1 estimated). The Consultant will also attend weekly progress / coordination meetings as requested by CFX up to 104 estimated (PM and technical lead). The Consultant shall also attend the contractor Notice to Proceed meeting (PM and one technical lead).

J. Bridge Load Rating Memos – N/A

K. Geotechnical Services

The Consultant shall respond to and provide geotechnical input and recommendations for RFIs and shop drawing reviews as required by the geotechnical engineer of record.

L. Utilities

The Consultant shall provide utility coordination services as needed by CFX, relative to proposed utility adjustments within the project limits. Toho Water Authority utility mains will be installed as Utility Work by Highway Contractor (UWHC) and there is coordination and relocations required for Duke Energy Transmission, KUA Gas, Kinder Morgan Gas, Florida Public Utilities Gas, TECO Gas and other UAOs.

M. Record Drawings

Based on information (redlined plans) provided by the Contractor, the Contractor's surveyor and CFX's Construction Manager, the Consultant will prepare record drawings reflecting improvements built for this project. This scope assumes surveys will be undertaken by a registered surveyor by the Contractor which will serve as the basis of the record drawings. Does not include as-built review. Only includes providing a conformed set.

N. Survey

Provide survey support for control flagging/caging, RFIs and any utility related questions.

Project 538-235A
Contract 001649

SUPPLEMENTAL AGREEMENT NO. 8
TO AGREEMENT FOR PROFESSIONAL SERVICES FINAL DESIGN
CR 532 Widening from Old Lake Wilson Road to US 17/92

THIS SUPPLEMENTAL AGREEMENT NO. 8 ("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, ("CFX"), and Kimley-Horn and Associates, Inc., a North Carolina corporation, authorized to conduct business in Florida, ("Consultant"). CFX and Consultant may be referred to herein as the "Party" or collectively as the "Parties".

A. On June 11, 2020, CFX and Consultant executed an agreement for Professional Services, Final Design, as amended or supplemented by Supplemental Agreement No. 1 dated August 30, 2021, Supplemental Agreement No. 2 dated August 17, 2022, Supplemental Agreement No. 3 dated May 4, 2023, Supplemental Agreement No. 4 dated October 12, 2023, Supplemental Agreement No. 5 dated June 11, 2024, Supplemental Agreement No. 6 dated November 14, 2024, and Supplemental Agreement No. 7 dated April 8, 2025 (collectively, "Agreement").

B. CFX desires to amend the Agreement to add services to the Scope of Services.

C. 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.

Now, therefore, in consideration of the mutual covenants and promises set forth in this Supplemental Agreement, CFX and the Consultant 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. Exhibit “A”, Scope of Services of the Agreement is hereby amended to include the additional services as outlined in the Consultant’s February 14, 2025, letter to CFX, which is attached hereto as Exhibit “A” and incorporated herein by reference.

3. Exhibit "B” Method of Compensation of the Agreement is hereby amended as follows:

   a. The Salary Related Costs are adjusted upward by $70,733.79 to $2,487,270.78.

   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 remains unchanged at $0.00.

   f. The Total Maximum Limiting Amount is adjusted upward by $70,733.79 to $3,950,868.10.

4. **Effect on Agreement.** All provisions of the 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, the provisions of this Supplemental Agreement shall take precedence.

5. **Counterpart and Electronic Signatures.** This Supplemental Agreement may be executed in multiple counterparts, including by electronic or digital signatures in compliance

with Chapter 668, Florida Statutes, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement.

6. **Entire Agreement.** This Supplemental Agreement, and any documents incorporated, referenced, or attached hereto, contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and/or warranties, whether oral or written, of either of the Parties.

7. **Effective Date.** This Supplemental Agreement shall be effective as of the latest day of execution.

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have made and executed this Supplemental No. 8: Central Florida Expressway Authority, signing by and through its Director of Procurement, authorized to execute same by the CFX Governing Board action on June 12, 2025, and Kimley-Horn and Associates, Inc. signing through its undersigned signatory, duly authorized to execute same.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____ Date: _____

Print Name: _____ Title: _____

Kimley-Horn and Associates, Inc.

By: _____ Date: 05/27/2025

Print Name: Hao Chau Title: Vice President

Reviewed and approved as to form for the exclusive use of CFX:

By: _____ Date: 05/27/2025

Print Name: Cristina T. Berrios Title: CFX Deputy General Counsel

EXHIBIT “A”

Dewberry

MEMORANDUM

Date: April 1, 2025

To: David Falk, 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. 8

Comments:

I have reviewed the fee sheet and scope of services submitted by Kimley-Horn and Associates, Inc. provided via email on February 14, 2025 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, roadway and utility 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
$	70,733.79	Additional fee for Kimley-Horn as Prime for Part B (Design)
$	0.00	Total Additional Subconsultant Fees for Part B
$	70,733.79	Total Additional Fees for Part B
$	70,733.79	Additional fee for Kimley-Horn as Prime Total Parts A&B
$	0.00	Total Additional Subconsultant Fees Total Parts A&B
$	70,733.79	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 $70,733.79.

Should you have questions or need additional information, please call me at 321.354.9757.

cc:

Keith Jackson, PE Dewberry
File

Kimley»Horn

149800003

February 14, 2025

Project: 538-235A CR 532

David Falk, 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. 8 Proposal
CFX 538-235A (Contract No. 001649)

Dear Mr. Falk,

Enclosed you will find Kimley-Horn's final Supplemental Agreement No. 8 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. 8

CR 532 WIDENING
(Lake Wilson Road to US 17/92)

Contract No. 001649
Project No. 538-235A

February 2025

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 Kissimmee Utility Authority (KUA), Duke Energy Transmission, Toho Water Authority, Polk County Utilities and TECO. Coordination with CFX and Osceola County on new right turn lane just west of Sandy Ridge Drive.

Activity 4.5 Horizontal/Vertical Master Design Files – Required for evaluation and addition of right turn lane and driveway connection west of Sandy Ridge Drive. Includes driveway elevations and definition of Temporary Construction Easement if needed, and Shared Use Path redesign.

Activity 4.9 Cross Section Design Files - Required for adding Toho Water Authority proposed utilities from Old Lake Wilson to Sandy Ridge Drive being designed and installed by developer. Required for revising proposed utilities from Toho Water Authority, Polk County Utilities and TECO. Required for evaluation and addition of right turn lane and driveway connection west of Sandy Ridge Drive. Includes driveway elevations and definition of Temporary Construction Easement if needed.

Activity 4.11 Master TTCP Design Files – Update to include construction of new right turn lane just west of Sandy Ridge Drive.

Activity 4.22 Technical Meetings – Required for addition of right turn lane and driveway connection west of Sandy Ridge Drive.

Activity 5.7 Plan/Profile Sheet - Required for addition of right turn lane and driveway connection west of Sandy Ridge Drive.

Activity 5.8 Profile Sheet - Required for addition of right turn lane and driveway connection west of Sandy Ridge Drive.

Activity 5.18 Cross Sections - Required for adding Toho Water Authority proposed utilities from Old Lake Wilson to Sandy Ridge Drive being designed and installed by developer. Required for revising proposed utilities from Toho Water Authority, Polk County Utilities and TECO. Required for evaluation and addition of right turn lane and driveway connection west of Sandy Ridge Drive. Includes driveway elevations and definition of Temporary Construction Easement if needed.

Activity 5.19 Temporary Traffic Control Plan Sheets – Required for addition of right turn lane and driveway connection west of Sandy Ridge Drive.

Activity 5.22 Utility Adjustment Sheets – Required for adding Toho Water Authority

proposed utilities from Old Lake Wilson to Sandy Ridge Drive being designed and installed by developer. Required for revising proposed utilities from Toho Water Authority, Polk County Utilities and TECO.

B.2.2 Drainage (Activity 6)

Activity 6a.4 Design of Cross Drains - Revised cross drain design to accommodate Toho Water Authority.

Activity 6a.9 Design of Storm Drains – Revised storm drains design to accommodate Toho Water Authority. Required for addition of right turn lane and driveway connection west of Sandy Ridge Drive.

Activity 6a.23 Technical Meetings - Revised cross drain and storm drains design to accommodate Toho Water Authority. Required for addition of right turn lane and driveway connection west of Sandy Ridge Drive.

Activity 6b.3 Summary of Drainage Structures - Revised cross drain and storm drains design to accommodate Toho Water Authority. Required for addition of right turn lane and driveway connection west of Sandy Ridge Drive.

Activity 6b.5 Drainage Structure Sheets (Per Structure) - Required for adding Toho Water Authority proposed utilities from Old Lake Wilson to Sandy Ridge Drive being designed and installed by developer. Required for revising proposed utilities from Toho Water Authority, Polk County Utilities and TECO. Revised cross drain and storm drains design to accommodate Toho Water Authority. Required for addition of right turn lane and driveway connection west of Sandy Ridge Drive

B.2.6 Signing and Pavement Markings (Activities 19 & 20)

Activity 19.3 Reference and Master Design File – Evaluate and add right turn lane and driveway connection west of Sandy Ridge Drive.

Activity 20.3 Tabulation of Quantities - Update based on added right turn lane and driveway connection west of Sandy Ridge Drive.

Activity 20.6 Plan Sheet - Update based on added right turn lane and driveway connection west of Sandy Ridge Drive.

B.2.8 Lighting (Activities 23 & 24)

Activity 23.2 Lighting Design Analysis Report – Update photometric results based on new right turn lane and driveway connection west of Sandy Ridge Drive.

Activity 23.5 Reference and Master Design Files – Update construction plan reference files with revised pole locations for new right turn lane and driveway

connection west of Sandy Ridge Drive

Activity 24.5 Pole Data, Legend and Criteria – Update proposed light pole location information for new right turn lane and driveway connection west of Sandy Ridge Drive.

Activity 24.8 Plan Sheet - Update plan sheets based on revised light pole locations for new right turn lane and driveway connection west of Sandy Ridge Drive.

SEVENTH SUPPLEMENTAL AGREEMENT TO CONTRACT NO. 001649

between

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

and

KIMLEY-HORN & ASSOCIATES, INC.

regarding

C.R. 532 Widening from Old Lake Wilson Road to US 17/92 Design Services

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THIS SEVENTH SUPPLEMENTAL AGREEMENT ("Seventh Supplement") is entered into by and between the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body politic and agency of the State of Florida, having its principal offices at 4974 ORL Tower Rd., Orlando, FL 32807 (**"CFX"**), and **KIMLEY-HORN & ASSOCIATES, INC.**, a Foreign Profit Corporation, having its principal offices at 421 Fayetteville Street, Suite 600, Raleigh, NC 27601 (**"CONSULTANT"**), for the purpose of renewing and amending Contract No. 001649 between the parties dated June 18, 2020. CFX and CONSULTANT each may be referred to as a **"Party"** or collectively as the **"Parties"**.

RECITALS

A. On or about June 18, 2020, CFX and CONSULTANT entered into an Agreement for Professional Services, more specifically identified as Contract No. 001649, in which CONSULTANT agreed to provide professional design services for the following Project No. 538-235A, entitled "CR 532 Widening from Old Lake Wilson Road to US 17/92".

B. The Parties have thereafter made and entered into six Supplemental Agreements to Contract No. 001649 – dated August 30, 2021, August 17, 2022, May 4, 2023, October 12, 2023, June 11, 2024, and November 14, 2024, respectively – with each amending the underlying agreement to add additional services thereto (Contract No. 001649 as amended by the six foregoing Supplemental Agreements shall hereinafter be referred to as the **"Original Agreement"**).

C. In compliance with CFX's previous Procurement Policy, the term of the Original Agreement, as established in Section 3.0 thereof, entitled "TERM OF AGREEMENT AND RENEWALS", set forth a maximum initial term of five years with additional five one-year renewals to be made at CFX's option. Under such language, the initial term of the Original Agreement is set to expire on June 25, 2025 (**"Initial Expiration Date"**).

D. The foregoing notwithstanding, on December 12, 2025, the CFX Governing Board revised the CFX Procurement Policy. The relevant part of such revision is as follows:

> "10.23.1 **Contract Terms**
>
> * * *
>
> (D) Project-specific Professional Services contracts . . . shall have no term, and instead shall be based on project schedules and continue in full force and effect until either the specific project for which the procurement was made has been satisfactorily completed by the Contractor or the contract is terminated in compliance with the terms and conditions therein." *See,* Subsection 10.23.1(D), CFX Code.

E. Additionally, on or about May 13, 2024, the Governor signed Chapter 2024-184 into law, which in relevant part amended Section 787.06, Florida Statutes, regarding Human Trafficking, to include the following provision:

> "(13) When a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity 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 services as defined in this section." *See,* Section 787.06(13), Florida Statutes.

F. The Parties acknowledge, without either Party assigning or assuming any liability, responsibility, or blame therefor, that the services to be provided by the Consultant under the Original Agreement will not be satisfactorily completed by the Initial Expiration Date. Accordingly, CFX and Consultant hereby seek to amend the term of the Original Agreement in a manner consistent with Subsection 10.23.1(D), CFX Code.

G. The Parties additionally acknowledge that amending the Original Agreement's term will extend the agreement between the Parties, and that such extension therefore must comply with Section 787.06(13), Florida Statutes.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth herein, and for other good and valuable consideration the sufficiency of which is hereby mutually acknowledged, the Parties hereby agree to incorporate the above recitals as a material part of the terms and conditions of this Agreement, and additionally agree as follows:

Section 1. Amendment to Term. Section 3.0 of the Original Agreement, entitled "TERM OF AGREEMENT AND RENEWALS", is hereby repealed and wholly replaced with the following:

> "3.0 TERM OF AGREEMENT
>
> 3.1 This Agreement shall become effective on the date it is has been fully executed by each Party hereto and shall remain in full force and effect until either: (1) all services and/or work to be provided by CONSULTANT hereunder, including any services and/or work subsequently added or amended by mutual written agreement of the Parties, have been completed to CFX's reasonable satisfaction; or (2) it is terminated in compliance with the terms and conditions herein.
>
> 3.2 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. CONSULTANT shall complete scheduled project services within the timeframe(s) specified in **Exhibit "A"**, or as may be modified by subsequent Supplemental Agreement."

Section 2. 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 services as defined in Section 787.06(2)(a), Florida Statutes. Such affidavit is hereto attached as **CFX-220: Human Trafficking Affidavit**.

Section 3. Full Force and Effect; Conflicts. This Seventh Supplement shall become effective on the date on which it has been fully executed by each Party hereto. All provisions of the Original Agreement not expressly modified by this Seventh Supplement are reaffirmed by the Parties and 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 Seventh Supplement and the Original Agreement, the provisions of this Seventh Supplement shall take precedence.

Section 4. Counterpart and Electronic Signatures. This Seventh Supplement may be executed in multiple counterparts, including each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement. Each party hereby agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have made and executed this Seventh Supplement: Central Florida Expressway Authority, signing by and through its Director of Procurement, and Kimley-Horn & Associates, Inc., signing through its undersigned representative, duly authorized to execute same.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and corporate, and agency of the State of Florida

By: Aneth Williams
Aneth Williams, Director of Procurement

Date: 4/8/2025

Approved only as to form by legal counsel to the Central Florida Expressway Authority on this 27th day of March, 2025, for its exclusive use and reliance.

By: _____
Cristina T. Berrios, Deputy General Counsel

KIMLEY-HORN & ASSOCIATES, INC., a Foreign Profit Corporation

By: _____
Print: Hao Chau
Title: Vice President
Date: 04/08/2025

ATTEST: _____ **(Seal)**
Print: MIKE WOODWARD
Title: ASSOCIATE
Date: 4/8/25

KIMLEY-HORN AND ASSOCIATES, INC. CORPORATE SEAL NC

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: Aneth Williams Date: 11/14/2024

Print Name: Aneth Williams Title: Director of Procurement

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

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, 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

\\dfsprd1.oocea.internal\Store\Departments\Engineering\General\417-141 SR 417 Widening I-Drive - JYP\2 Contract\2.A Supplemental Agreements\SA 1\TLP-417-141 -SA1.docx

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

TABLE OF CONTENTS

Section	Title	
AG	Agreement	1 - 19
A	Exhibit “A”, Scope of Services	
B	Exhibit “B”, Method of Compensation	
C	Exhibit “C”, Details of Cost and Fees	
D	Exhibit “D”, Project Organization Chart	
E	Exhibit “E”, Project Location Map	
F	Exhibit “F”, Schedule	
G	Exhibit “G”, Potential Conflict Disclosure Form	

Table of Contents

1.0. DEFINITIONS. 1
2.0. SERVICES TO BE PROVIDED 1
3.0. TERM OF AGREEMENT AND RENEWALS 2
4.0. PROJECT SCHEDULE 2
5.0. PROFESSIONAL STAFF 3
6.0. COMPENSATION 4
7.0. DOCUMENT OWNERSHIP AND RECORDS 5
8.0. COMPLIANCE WITH LAWS 7
9.0. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE 7
10.0. TERMINATION 7
11.0. ADJUSTMENTS 8
12.0. HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY 8
13.0. INFRINGEMENT OF PATENTS AND COPYRIGHTS 9
14.0. THIRD PARTY BENEFICIARY 10
15.0. INSURANCE 10
16.0. COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS 12
17.0. CONFLICT OF INTEREST AND STANDARD OF CONDUCT 13
18.0. DOCUMENTED ALIENS 14
19.0. E-VERIFY CLAUSE 14
20.0. INSPECTOR GENERAL 14
21.0. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT 14
22.0. COMPANIES PURSUANT TO SECTION 287.135 AND 215.473 15
23.0. AVAILABILITY OF FUNDS 15
24.0. AUDIT AND EXAMINATION OF RECORDS 15
25.0. GOVERNING LAW AND VENUE 16
26.0. NOTICE 17
27.0. HEADINGS 17
28.0. CONTRACT LANGUAGE AND INTERPRETATION 17
29.0. ASSIGNMENT 18
30.0. SEVERABILITY 18
31.0. INTEGRATION 18
32.0. ATTACHMENTS 18

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

1	PURPOSE	3
2	PROJECT DESCRIPTION	5
A.1	ENGINEERING ANALYSES AND CONSIDERATIONS	6
A.2	ENVIRONMENTAL ANALYSIS	13
A.3	PUBLIC INVOLVEMENT	17
A.4	PROJECT DEVELOPMENT TECHNICAL MEMORANDUM	20
B.3	PROJECT COMMON AND PROJECT GENERAL TASKS	30
B.4	ROADWAY ANALYSIS	34
B.5	ROADWAY PLANS	37
B.6a	DRAINAGE ANALYSIS	38
B.6b	DRAINAGE PLANS	41
B.7	UTILITIES	42
B.8	ENVIRONMENTAL PERMITS and ENVIRONMENTAL CLEARANCES	46
B.9	STRUCTURES – SUMMARY AND MISCELLANEOUS TASKS	48
B.10	STRUCTURES - BRIDGE DEVELOPMENT REPORT – N/A	49
B.11	STRUCTURES - TEMPORARY BRIDGE – N/A	50
B.12	STRUCTURES - SHORT SPAN CONCRETE BRIDGE – N/A	51
B.13	STRUCTURES - MEDIUM SPAN CONCRETE BRIDGE – N/A	52
B.14	STRUCTURES - STRUCTURAL STEEL BRIDGE – N/A	53
B.15	STRUCTURES - SEGMENTAL CONCRETE BRIDGE – N/A	54
B.16	STRUCTURES - MOVABLE SPAN – N/A	55
B.17	STRUCTURES - RETAINING WALLS - N/A	56
B.18	STRUCTURES - MISCELLANEOUS	57
B.19	SIGNING AND PAVEMENT MARKING ANALYSIS	59
B.20	SIGNING AND PAVEMENT MARKING PLANS	60
B.21	SIGNALIZATION ANALYSIS	61
B.22	SIGNALIZATION PLANS	62
B.23	LIGHTING ANALYSIS	63
B.24	LIGHTING PLANS	65
B.25	LANDSCAPE ANALYSIS	66
B.26	LANDSCAPE PLANS	67
B.27	SURVEY	68
B.28	PHOTOGRAMMETRY – N/A	72
B.29	MAPPING	73
B.30	TERRESTRIAL MOBILE LiDAR – N/A	75
B.31	ARCHITECTURE DEVELOPMENT – N/A	76
B.32	NOISE BARRIERS IMPACT ASSESSMENT IN THE DESIGN PHASE – N/A	77
B.33	INTELLIGENT TRANSPORTATION SYSTEMS ANALYSIS – N/A	78
B.34	INTELLIGENT TRANSPORTATION SYSTEMS PLANS – N/A	79
B.35	GEOTECHNICAL	80
B.36	3D MODELING – N/A	87
B.37	PROJECT REQUIREMENTS	88
B.38	INVOICING LIMITS	95

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
#16

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*
Director of Procurement

DATE: April 25, 2025

SUBJECT: Approval of First Contract Renewal with Forvis Mazars, LLC
for External Auditing Services
Contract No. 002215

Board approval of the first renewal for the above referenced contract with Forvis Mazars, LLC in the amount of $83,500.00 is requested. The original contract was for three years with two one-year renewals.

The work to be performed includes external auditing services related to CFX's annual financial statements.

Original Contract	$246,000.00
Supplemental Agreement No. 1	$ 19,500.00
First Renewal	$ 83,500.00
Total	$349,000.00

This contract is included in the OM&A Budget.

Reviewed by: _____ _____

Michael Carlisle
Director of Accounting and Finance

Lisa Lumbard
Chief Financial Officer

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT NO. 002215, RENEWAL NO. 1

THIS RENEWAL AGREEMENT (**"Renewal"**) is made and entered into between **Central Florida Expressway Authority** (**"CFX"**) and **Forvis Mazars, LLP** (**"Consultant"**), as the successor of interest of MSL, P.A., for good and valuable consideration, the sufficiency of which is hereby mutually acknowledged. CFX and Consultant may be referenced individually as a **"Party"** or collectively as the **"Parties"**

A. Renewal of Agreement. The Parties hereto agree as follows:

(1) The agreement between the Parties identified as **Contract No. 002215** (renumbered from 001828), inclusive of any existing prior amendments, supplemental agreements, renewals, and/or extensions thereto (collectively, the **"Agreement"**) is hereby renewed by extension of the Agreement's term, with such **"Renewal Term"** beginning on **06/27/2025** and expiring on **06/26/2026**. There is **1** renewal option left on this Agreement.

(2) This Renewal shall extend the applicability of the Agreement's "Not to Exceed" Contract Amount of **$265,500.00** to include the Renewal Term; however, additional funding for the Renewal Term, if any, shall be limited to the amount provided in **Paragraph B: Additional Compensation** below.

B. Additional Compensation. The Parties agree to amend the Agreement's "Not to Exceed" Contract Amount as follows:

(select one)

☐ No amendment (**$0.00** increase).

☒ An increase of **$83,500.00**, thereby amending the "Not to Exceed" Contract Amount for the Agreement, inclusive of the Renewal Term, to: **$349,000.00**.

C. Human Trafficking. In accordance with Section 787.06(13), Florida Statutes, when a contract is executed, renewed, or extended between a private entity and CFX, such private entity must provide an affidavit signed by an officer or a representative to CFX under penalty of perjury attesting the private entity does not use coercion for labor or services, as defined in Section 787.06(2)(a), Florida Statutes. Such affidavit is hereto attached as **CFX-220: Human Trafficking Affidavit**.

D. Counterpart and Electronic Signatures. This Renewal 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.

E. Binding Effect. To the extent not amended by this Renewal, the Parties hereby reaffirm all terms and conditions in the Agreement, which are hereby incorporated into this Renewal and shall remain in full force and effect. To the extent there is a conflict between the terms of this Renewal and the Agreement, the terms and conditions of this Renewal shall prevail. This Renewal and the Agreement shall together represent the full agreement between the Parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, effective as of the latter execution date below, the Parties have made and executed this Renewal: CFX, signing by and through its Director of Procurement, authorized to execute the same, and Consultant signing through its undersigned signatory, duly authorized to execute same.

FORVIS MAZARS, LLP

By:_____

Print Name:_____

Title: _____

Date:_____

ATTEST:_____(SEAL)
Secretary or Notary

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____

Print Name: Aneth Williams

Title: Director of Procurement

Date:

Reviewed and approved as to form for the exclusive reliance of CFX on: 05/22/2025

By: _____
Cristina T. Berrios
CFX Deputy General Counsel

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement ("Assignment") is made and entered into by and 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"), MSL, P.A., located at 255 S. Orange Ave., Suite 600, Orlando FL 32801 ("MSL"), and Forvis Mazars, LLP, located at 910 E St. Louis Street, Suite 400 Springfield, MO 65806 ("Forvis Mazars").

RECITALS

A. On June 27, 2022, CFX and MSL executed an Agreement for MSL to provide External Auditing Services ("Agreement").

B. Forvis Mazars and MSL are separate legal entities and, on November 1, 2024, Forvis Mazars acquired certain assets and personnel from MSL (the "Transaction").

D. The MSL team members previously providing financial auditing services to CFX under the Agreement have joined Forvis Mazars, and the experience, ability of personnel, and ability to furnish the requested financial auditing services that formed the basis for CFX's RFP selection and contract award to MSL remain unchanged and continue to be applicable to Forvis Mazars, which will continue to provide the same uninterrupted service to CFX.

E. Work performed by MSL prior to November 1, 2024, remains the responsibility and obligation of MSL. MSL will be covered by tail insurance for five (5) years following the closing of the Transaction; and

F. MSL has requested to assign the Agreement to Forvis Mazars retroactive to November 1, 2024.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Assignment, the Parties agree as follows:

1. **Incorporation of Recitals**. The above recitals are true and correct and by this reference incorporated herein and made a part hereof.

2. Language added to the Agreement is reflected in **bold/underlining** and deletions from the Agreement are reflected in ~~**bold/strikethrough**~~.

3. **Assignment and Assumption**. MSL hereby assigns, conveys, transfers and delivers to Forvis Mazars all of its rights, duties, and obligations under the Agreement retroactive to November 1, 2024 through the earlier of the expiration or termination of the Agreement, which is attached hereto as Exhibit A. Forvis Mazars hereby accepts the assignment, conveyance, and transfer and hereby assumes and agrees to perform and

discharge all the obligations, duties, liabilities, covenants and responsibilities of MSL under the Agreement retroactive to November 1, 2024 through the earlier of the expiration or termination of the Agreement.

4. Section 10.1 of the Agreement, titled Indemnity, is amended to read as follows:

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:

. . .

Except that AUDITOR will not be liable for damages arising out of injury or damage to persons or property ~~directly~~ **to the extent** 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.

5. **Retention of Key Personnel**. MSL and Forvis Mazars represent and warrant that Forvis Mazars shall retain all Key Personnel, as defined herein, during the pendency of the Agreement unless otherwise agreed to by CFX. Such Key Personnel shall remain employees of Forvis Mazars for no less than the earlier of (3) years from the Effective Date of this Assignment or the termination of the Agreement, unless otherwise agreed to in writing by CFX. Notwithstanding the foregoing, individuals assigned to each Key Personnel position may be dismissed for unsatisfactory performance and any other reason set forth in Section 17 of the Agreement. Provided that such individuals are replaced with another employee of Forvis Mazars having comparable experience and qualifications upon prior notification to CFX in accordance with Section 33 of the Agreement.

As of the Effective Date of this Assignment, the Key Personnel consists of:

Joel Knopp	Engagement Executive
Bill Blend	Managing Director

Andrew Vincent	Manager

6. **Consent to Assignment**. CFX hereby consents to the assignment of the Agreement to and the assumption of the Agreement by Forvis Mazars, based on the representations of MSL and Forvis Mazars that the Key Personnel, as defined herein, will remain employees of Forvis Mazars during the pendency of the Agreement, unless otherwise agreed upon in writing by CFX. and subject to Forvis Mazar's ability to replace Key Personnel with another employee having comparable experience and qualifications upon prior notification to CFX in accordance with Section 17 of the Agreement. In the event CFX determines the representations of MSL or Forvis Mazars are incorrect or untrue regarding the Key Personnel, CFX reserves the right to immediately terminate the Agreement and shall have no further obligations thereunder. MSL and Forvis Mazars agree to indemnify and hold CFX harmless from and against all liability, loss, and costs (including reasonable attorneys' fees) arising, directly or indirectly, out of the failure or refusal by Forvis Mazars to perform and discharge the obligations and liabilities assumed by Forvis Mazars as specified in this Assignment.

7. MSL retains the responsibility and obligations for all work performed prior to November 1, 2024.

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. All provisions of the 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 Assignment and the Agreement, the provisions of this Assignment shall take precedence.

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.

12. **Effective Date**. This Assignment shall be effective on the date last signed below.

IN WITNESS WHEREOF, the parties have made and executed this Assignment Agreement: Central Florida Expressway Authority, signing by and through its Director of Procurement, authorized to execute same; and MSL, PA and Forvis Mazars, LLP, signing through their undersigned signatories, duly authorized to execute same.

ASSIGNOR: MSL, P.A.

Signature: _____

Kevin Murphy, Corporate Secretary

Date: 2/20/25

MSL, P.A. CORPORATE SEAL 1991 Florida

ASSIGNEE: Forvis Mazars, LLP

Signature: _____

Printed Name: Joel Knopp

Date: 2/20/2025

CFX: Central Florida Expressway Authority

Signature: Aneth Williams

Printed Name: Aneth Williams

Date: 3/20/2025

Approved as to form for the Central Florida Expressway Authority:

By: Angela J. Wallace Digitally signed by Angela J. Wallace Date: 2025.03.20 08:58:46 -04'00'

Angela J. Wallace, General Counsel

Date: March 20, 2025

Contract is now Contract No. 002215

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 Shareholder, duly authorized to execute same.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams Date: 12/02/2024

Print Name: Aneth Williams Title: Director of Procurement

MSL, P.A.

By: Joel Knopp Date: 11/19/24

Print Name: Joel Knopp Title: Shareholder

Approved as to form and legality by legal counsel to CFX
On this 26th day of November, 2024 for its
Exclusive use and reliance.

By: _____
~~Angela J. Wallace, General Counsel~~
Cristina T. Berrios, Deputy General Counsel

Contract is now Contract No. 002215

CONTRACT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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

TABLE OF CONTENTS

Title		Page
CONTRACT		1 to 21
Addendum No. 1		
Exhibit “A”	Scope of Services	
Exhibit “B”	Method of Compensation	
Exhibit “C”	Technical Proposal	
Exhibit “D”	Fee Schedule Proposal	
Exhibit “E”	Potential Conflict Disclosure Form	

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

CONSENT AGENDA ITEM
#17

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Risk & Business Consulting. Internal Audit.

MEMORANDUM

TO: Central Florida Expressway Authority Board Members

FROM: Jeffrey Tecau, Managing Director, Protiviti

DATE: April 30, 2025

SUBJECT: Internal Audit Reports

Attached please find the following Internal Audit reports as reviewed and accepted by the Central Florida Expressway Authority Audit Committee on April 30, 2025.

1. Fiscal Year 2025 IT Tabletop Exercise
2. Fiscal Year 2025 Ethics Policy Compliance Review
3. Fiscal Year 2025 Public Records Audit

Reviewed by: _____
Lisa Lumbard, Chief Financial Officer

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IT TABLETOP EXERCISE

February 2025

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Internal Audit, Risk, Business & Technology Consulting

EXECUTIVE SUMMARY

Overview

Memo Description and Objective:

This memo provides a summary of the malicious insider tabletop exercise facilitated by Internal Audit ("IA") for the Central Florida Expressway Authority ("CFX"), which was performed on site at CFX on February 11th, 2025. This simulation was conducted to identify potential improvement opportunities regarding CFX's response to an attack from a malicious insider, where a disgruntled Vanasse Hangen Brustlin, Inc. ("VHB") Consultant ("TA") intentionally modified a Dynamic Messaging Sign ("DMS") using an anonymous account, resulting in a large-scale traffic accident in a construction zone.

Background:

IA created this simulation, in which a malicious insider gave CFX network access to a Threat Actor, as part of the Fiscal Year 2025 Audit Plan. No actual attack occurred during this simulation, rather, IA facilitated a two-hour long "tabletop" session where participants role-played their response to the malicious insider attack. To review specific activities related to incident response, several of CFX's controls that could prevent an actual attack were considered to be disabled or ineffective (e.g., user awareness training, multi-factor authentication).

Simulation:

To develop a realistic scenario, IA reviewed documentation and conducted interviews to gain an understanding of the controls CFX could potentially cite during the simulation. IA developed a PowerPoint deck to aid in facilitating the simulation. The PowerPoint document outlined the simulated actions the malicious insider took to intentionally modify the DMS, resulting in a large-scale accident in a construction zone.

The exercise scenario began when CFX received calls from first responders regarding a large-scale accident in a construction zone on State Route 429. Initial reports from the scene of the accident stated that the DMS for the lanes where the construction took place were marked as "Open" instead of "Closed". The CFX team began investigating the SunGuide system and confirmed that the lane where the construction took place was in fact marked as "Open" instead of "Closed". Further investigation into SunGuide's logs revealed that an anonymous account named "John Doe" modified the DMS responsible for the large-scale accident. Once the account responsible for modifying the DMS was identified, the CFX team discovered that the anonymous "John Doe" account was created by a VHB Consultant named Bill Johnson. Requests from CFX to interview Bill Johnson were unsuccessful, as he could not be reached over multiple communication channels. Finally, CFX received an email from the Orlando Sentinel, inquiring about the large-scale accident and the individual responsible for it. The scenario concluded with a discussion of the containment, eradication, and recovery procedures, including the feasibility of restoring the environment from backups. In addition, the team discussed what messages will be sent to internal stakeholders and affected third parties.

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CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Ethics Policy Compliance Review

April 2025

Internal Audit, Risk, Business & Technology Consulting

TABLE OF CONTENTS

3 Executive Summary

5 Summary of Procedures Performed

7 Detailed Observations

13 Appendix A: Other Matters

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EXECUTIVE SUMMARY

Overview

The Central Florida Expressway Authority ("CFX") operates for the benefit of the public. As such, CFX strives to conduct business in accordance with the highest standard of ethics. The CFX Code of Ethics governs Board Members, Committee Members, Employees, and Consultants in the performance of their duties and obligations to CFX and serves as the standard for official conduct.

In accordance with the FY 2025 Internal Audit Plan, Internal Audit has completed a review of CFX's compliance with the Code of Ethics. Internal Audit last reviewed compliance with the Code of Ethics in January 2021.

Objectives, Scope, and Approach

The objectives of this audit were to (1) review the CFX Code of Ethics, (2) review compliance with key provisions from Florida state legislation*, (3) review CFX's ethics compliance process and monitoring controls for design and operating effectiveness, (4) assess CFX Board and Committee Member, Employee, and Consultant compliance with key provisions of the Code of Ethics, and (5) leverage leading practices to suggest additional areas for consideration to include in the policy.

The Ethics Policy Compliance Review was performed using the following approach:

1. Conducted interviews with CFX management regarding policy, applicable Florida Statutes, procedures, key personnel, and compliance reporting;
2. Reviewed the Code of Ethics and the following Florida Statutes to identify compliance requirements:
    a. Chapter 112, Part III
    b. Chapter 348.753
    c. Chapter 287.055 and Chapter 287.017
    d. Section 104.31
    e. Section 106.011
    f. Section 286.012;

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EXECUTIVE SUMMARY

Objectives, Scope, and Approach

3. Evaluated CFX's processes for monitoring and implementing compliance with key provisions of the Code of Ethics and related internal controls for design effectiveness. Processes evaluated included the following areas:
    a. Communication and Awareness
    b. Training and Reinforcement
    c. Change Management
    d. Conflicts of Interest and Financial Disclosure Monitoring
    e. Violation Monitoring
    f. Penalties and Enforcement;

4. Performed operating effectiveness testing for identified key internal controls for the period July 1, 2022 through June 30, 2024;

5. Sampled and assessed CFX Board and Committee Member, Employee, and Consultant compliance with key provisions of the Code of Ethics for the period July 1, 2022 through June 30, 2024; and

6. Identified opportunities and developed recommendations for improving CFX's ethics compliance management process and internal controls.

*The results of this Audit are based on the walkthroughs, documents, reports and responses to our inquiries provided by CFX staff. The information presented in this report should not be construed as legal advice; management should consult with counsel regarding compliance with applicable laws and regulations. The results of the Audit are presented herein for CFX's consideration. This report provides CFX and the Audit Committee with information about the condition of risks and internal controls at a point in time. Future changes in environmental factors and actions by personnel may significantly and adversely impact these risks and internal controls in ways this report did not and cannot anticipate. Our work was not designed, nor should it be relied on, to provide assurance that CFX is complying with all applicable sanctions, laws, and regulations. CFX is solely responsible for ensuring CFX's compliance with all applicable sanctions, laws, and regulations, including but not limited to, taking any and all steps necessary to confirm that any recommendation by Internal Audit is consistent with CFX's legal obligations.

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PUBLIC RECORDS AUDIT

February 2025

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Global Business Consulting

TABLE OF CONTENTS

Section	Page
Executive Summary	3
Summary of Audit Procedures Performed and Results	5
Process Maturity Improvements	6
Detailed Observations	7

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EXECUTIVE SUMMARY

Project Overview

In accordance with the FY2025 Internal Audit Plan, Internal Audit reviewed the policies, procedures, and technology surrounding the Central Florida Expressway Authority's (CFX) public records management program.

As a public agency, CFX is required to comply with Chapter 119 of the Florida Statute, Florida Public Records Law. The law provides that any records made or received by any public agency in the course of its official business are available for inspection, unless specifically exempted by the Florida Legislature. Public records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software or other material, regardless of physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by CFX.

The CFX Records Management department consists of a Records Management Specialist, Public Record Coordinator, and a Director of Records Management, who also serves as the agency's Records Management Liaison Officer (RMLO) with Florida's Division of Library and Information Services. CFX selects Record Coordinators within each department to work with Records Management. The Records Management function and Record Coordinators are jointly responsible for maintenance, retention, preservation, and destruction of public records as required by the Public Records Law. CFX manages public records in various forms, including paper records, electronic documents, electronic mail (email), and text messages. CFX utilizes a commercial offsite storage vendor to store physical records boxes and leverages the vendor's web-based portal to track the contents of the offsite boxes. CFX uses a combination of the offsite storage vendor and a shredding vendor for public records destruction for records that have met retention requirements. CFX's content management platform, OnBase, went live in November 2023, and serves as the master repository for long-term public records, and is used to track and monitor all public records requests.

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EXECUTIVE SUMMARY

Project Objectives

This review focused on CFX's records and information management processes and the four cornerstones of a sustainable information governance program:

1. Compliance with internal policies and legal and regulatory requirements;
2. Operational efficiencies to minimize disruptions to business operations and improve ways to create, use and dispose of data;
3. Cost savings from practical solutions that reduce storage and retrieval costs, as well as requirements for responding to investigations, litigation or regulatory requests;
4. Defensible processes in routine business operations that allow organizations to demonstrate reasonable and good faith efforts when challenged.

Project Scope and Approach

As part of this review, Internal Audit:

- Reviewed CFX's public records policies and procedures surrounding custodial requirements, maintenance, preservation, retention, exemptions, destruction of public records, and employee training;
- Documented key risks and controls;
- Evaluated the operating effectiveness of key controls;
- Reviewed existing tools and technology used to store, monitor, retrieve, and control electronic records and communications;
- Performed data analysis to benchmark the program's progress using key performance indicators.

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EXECUTIVE SUMMARY

Summary of Audit Procedures Performed and Results

The areas reviewed, audit observations, and related recommendations are outlined below:

Process	Key Areas Reviewed	Number of Observations	Observation Reference	Relative Priority
Policies and Procedures	✓ Reviewed CFX's public records management process to comply with the Florida Public Records statues surrounding custodial requirements, maintenance, preservation, retention, exemptions, and destruction of public records.	-	N/A	N/A
Training and Awareness	✓ Determined how public records requirements are communicated to Authority employees, committee members, and the board of directors. ✓ Evaluated the public records management training process.	-	N/A	N/A
Technology	✓ Determined what technologies are currently utilized to retain electronic communication via text messaging and email at CFX. ✓ Reviewed the configurations of identified technologies to determine how electronic communication is captured or stored. ✓ Reviewed the processes in place to review the records that are captured and stored within CFX's environment.	3	1, 2, 3	1 – Moderate 2 – Moderate 3 – Moderate
Records Collection and Retention	✓ Reviewed CFX's records management process for organizing, identifying, and tracking offsite storage records.	-	N/A	N/A
Records Destruction	✓ Reviewed CFX's process and internal controls for destroying public records that have met retention requirements.	-	N/A	N/A
	TOTALS:	**3**		

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CONSENT AGENDA ITEM #18

MEMORANDUM

TO: CFX Board Members

FROM: Cristina T. Berrios
Deputy General Counsel

DATE: June 3, 2025

SUBJECT: Approval of the Right-of-Way Acquisition Agreement (the "Agreement") between Central Florida Expressway Authority ("CFX") and Mario Chiuccariello, Trustee of Charlotte Realty Trust, u/d/t dated Jan. 17, 2024 (the "Seller") Project: Poinciana Parkway Extension Project, SR 538
Parcel No: 53-218 A, B, C & D

Board approval of the Agreement between CFX and Mario Chiuccariello, Trustee of Charlotte Realty Trust and authorization for the Executive Director or designee to execute the Agreement and all documents necessary to complete the transaction with the authority to approve any non-substantial changes and closing costs as approved by legal counsel, is requested.

The Agreement was recommended for Board approval by the Right of Way Committee on May 28, 2025.

NELSON MULLINS

NELSON MULLINS RILEY & SCARBOROUGH LLP
ATTORNEYS AND COUNSELORS AT LAW

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MEMORANDUM

TO: CFX Board Members

FROM: Richard N. Milian, Esq.
Right-of-Way Counsel
Nelson Mullins Riley & Scarborough, LLP

DATE: June 2, 2025

SUBJECT: Approval of the Right-of-Way Acquisition Agreement (the "Agreement") between Central Florida Expressway Authority ("CFX") and Mario Chiuccariello, Trustee of Charlotte Realty Trust, u/d/t dated Jan. 17, 2024 (the "Seller")
Project: Poinciana Parkway Extension Project, State Road 538
Parcel No: 53-218 A, B, C & D

BACKGROUND

The Central Florida Expressway Authority needs to acquire right of way from the Seller for construction of the State Road 538 Poinciana Parkway Extension Project. CFX and the Seller have negotiated the terms and conditions of the Agreement whereby CFX will pay a total of One Million Two Hundred Five Thousand and No/100 U.S. Dollars ($1,205,000.00) inclusive of attorney's fees and expert costs, plus title insurance related premium and costs, and other fees and costs related to the closing of the Property, to acquire right of way from the Seller under the Agreement.

On May 28, 2024, the Right of Way Committee recommended Board approval of the attached Agreement.

REQUEST

CFX Board's approval of the Agreement between CFX and the Seller and authorization of the Executive Director or her designee to execute the Agreement and all documents necessary to complete the transaction contemplated by the Agreement, subject to final approval of the final transaction by legal counsel.

RIGHT-OF-WAY ACQUISITION AGREEMENT
(Parcel 53-218)

THIS RIGHT-OF-WAY ACQUISITION AGREEMENT ("**Agreement**") is made and entered into as of the Effective Date (as hereinafter defined), by and between **Mario Chiuccariello, Trustee of Charlotte Realty Trust, u/d/t dated Jan. 17, 2024**, whose address is 38 Church Street, Winchester, Massachusetts, 01890 ("**Seller**"), and **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body corporate and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes, whose address is 4974 ORL Tower Road, Orlando, Florida 32807 ("**CFX**").

RECITALS:

Seller is the fee simple owner of that certain real property located within Polk County, Florida, Polk County Parcel Identification Number 28-26-06-000000-033050, 27-26-01-000000-011050 and 28-26-06-000000-033020, which comprises approximately 8.46 gross acres, as more particularly described on **Exhibit "A"** attached hereto and incorporated herein by this reference (the "**Seller's Overall Property**").

Pursuant to Chapter 348, Part III of the Florida Statutes (the "**Central Florida Expressway Authority Law**"), and particularly Section 348.754, Florida Statutes, CFX is empowered to construct, improve, maintain, and operate the Central Florida Expressway System ("**Expressway System**") and, in connection therewith, to construct any extensions, additions or improvements to said system or appurtenant facilities, including all necessary approaches, roads, bridges, and avenues of access. Furthermore, pursuant to Section 348.760, Florida Statutes, CFX may enter into contracts, conveyances, partnerships and other agreements with other entities for the purpose of carrying out the provisions of the Central Florida Expressway Authority Law.

CFX has identified a portion of the Seller's Overall Property as necessary right-of-way for the future construction and maintenance of right-of-way improvements for State Road 538 (the "**Project**"), consisting of approximately 8.46 acres as more particularly described and depicted on **Exhibit "B"** attached hereto and incorporated herein by this reference (the "**Property**").

Seller and CFX desire to enter this Agreement to formalize the terms and conditions whereby the Seller shall sell and convey the Property to CFX.

NOW, THEREFORE, for and in consideration of the premises, the payment of Ten and No/100 Dollars ($10.00) in hand paid by CFX to Seller, the mutual covenants and agreements herein set forth, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereto do hereby covenant and agree as follows:

1. **Recitals**. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **Agreement to Buy and Sell**. In lieu of condemnation, Seller agrees to sell the Property to CFX, and CFX agrees to purchase the Property from Seller, in the manner and upon the terms and conditions set forth in this Agreement.

3. **The Property**. For purposes of this Agreement the term "Property" consists of the property described and depicted in Exhibit B and shall also include all of Seller's right, title and interest in, to and under: (it) all tenements, hereditaments and appurtenances relating thereto or associated therewith, (ii) all improvements, buildings and fixtures, if any, situated thereon, (iii) any permits, approvals, authorizations and licenses relating to or affecting the Property, (iv) all right, title and interest of Seller in and to any street, road, alley or avenue adjoining such Property, and (v) all of Seller's right, title and interest in any strip, hiatus, gore, gap or boundary adjustment area adjoining or affecting such Property.

4. **Purchase Price and Method of Payment**. The purchase price to be paid to Seller for the Property ("**Purchase Price**") shall be One Million Two Hundred Five Thousand and No/100 U.S. Dollars ($1,205,000.00), subject to appropriate credits, adjustments and prorations as hereinbelow provided, for the Property.

5. **Survey and Title Matters**.

(a) Survey of the Property. Unless otherwise waived by CFX in writing, CFX may, within thirty (30) days after the Effective Date, at its cost, obtain a new current boundary survey (the "**Survey**") or certified sketch and legal descriptions of the Property prepared by a registered surveyor, licensed in the State of Florida (the "**Surveyor**"). If CFX elects to obtain a Survey, the Survey: (i) shall contain a metes and bounds legal description of the Property substantially consistent in all material respects of the graphic depiction of the Property set forth in **Exhibit "B"** attached hereto to be mutually agreed upon by the parties; (ii) shall be certified to Seller, CFX, Title Company (as defined below); and (iii) shall be in form and content which shall enable the Title Company to delete the standard survey exception and to issue a survey endorsement to the Title Policy (as defined below). The Surveyor's seal shall be affixed to the Survey.

(b) Title Insurance. Within thirty (30) days after the Effective Date of this Agreement, unless otherwise waived by CFX in writing, CFX may obtain, at CFX's expense, a current title insurance commitment and a copy of all exceptions referred to therein (the "**Title Commitment**") from a nationally recognized title insurance company authorized to conduct business in the State of Florida and selected by CFX (the "**Title Company**"), which Title Commitment shall be issued by Nelson Mullins ("**Title Agent**"). The Title Commitment shall irrevocably obligate the Title Company to issue an ALTA owner's title insurance policy approved for issuance in the State of Florida in the amount of the Purchase Price (the "**Title Policy**"), which Title Policy shall insure CFX's fee simple title to the Property, together with any appurtenant easements. The Title Commitment will initially be based on the legal description set forth in **Exhibit "B"** attached hereto. Within fifteen (15) days after the parties have approved the legal description contained on the Survey, Seller shall issue an endorsement to the Title Commitment based on the Survey legal description whereupon CFX shall have the rights set forth in subparagraph (c) below with respect to any new matters contained on said endorsement.

(c) Title and Survey Objection. Within thirty (30) days after the latter of the Survey or the Title Commitment, CFX shall provide Seller with notice of any matters set forth in the Title Commitment or Survey which are unacceptable to CFX, which matters shall be referred to herein as "**Title Defects**". Any matters set forth in the Title Commitment or Survey to which CFX does not timely object shall be referred to collectively herein as the "**Permitted Exceptions**". Seller, at its election, shall have until Closing (the "**Seller's Cure Period**") to use commercially reasonable efforts to cure such Title Defects to the reasonable satisfaction of CFX and the Title Company. In the event Seller fails or refuses to cure any Title Defect(s) within Seller's Cure Period, then CFX may at its option by delivering written notice thereof to Seller within seven (7) days after expiration of the Cure Period (i) terminate this Agreement, whereupon the Agreement shall be deemed null and void and of no further force and effect, and no party hereto shall have any further rights, obligations or liability hereunder; or (ii) accept title to the Property subject to such Title Defect(s). It is specifically understood and agreed that, without limitation, CFX hereby objects to and will require the removal, correction or deletion of (i) all standard exceptions set forth in the Title Commitment except for taxes for the year of closing and thereafter which are not yet due and payable (subject to any survey exceptions required by the Title Company), (ii) any gap, overlap, boundary dispute, hiatus or encroachment identified on the Survey which affects the Property and (iii) all mortgages, monetary liens or similar encumbrances. Further, it is understood and agreed that CFX hereby objects to and shall require Seller to release the Property of record from, any financial obligation related to a property owner's association, including declarations, covenants and restrictions. At Closing, Seller shall provide the Title Company with such customary affidavits or other documents as are necessary to enable the Title Company to remove the standard exceptions from the Title Policy.

(d) No Additional Encumbrances. From and after the Effective Date, Seller shall not, without obtaining CFX's prior written consent in each instance, create, incur, consent to or permit to exist, any easement, restriction, right-of-way, reservation, mortgage, lien, pledge, encumbrance, lease, license, occupancy agreement or legal or equitable interest, which in any way affects the Property or any portion thereof (except those called for in this Agreement) other than those of record as of the Effective Date and those that will be satisfied by Seller and released of record at Closing, and Seller hereby covenants that Seller shall comply with and abide by all of the terms and provisions of such existing easements, restrictions, rights-of-way, reservations, mortgages, liens, pledges, encumbrances, leases, licenses, occupancy agreements and agreements through the date of Closing hereunder. Seller's failure to satisfy said requirements and/or delete said exceptions shall be a default under the Agreement by Seller.

6. Inspection Period.

(a) Unless otherwise waived in writing by CFX, CFX shall have sixty (60) days after the Effective Date ("Inspection Period"), to determine, in CFX's sole and absolute discretion, that the Property is suitable and satisfactory for CFX's Intended Use (the "Inspection Period"). During the Inspection Period, CFX may, in CFX's sole discretion and at CFX's expense, perform any and all Inspections (as more particularly defined below) CFX desires to perform, including but not necessarily limited to the following: (i) having the Property tested, surveyed and inspected to determine if the Property contains any Hazardous Substances (hereinafter defined), wastes, materials, pollutants or contaminants and obtaining a hazardous waste report prepared by a

registered engineer, which report shall be satisfactory to CFX in its sole discretion; (ii) having the Property tested, surveyed and inspected to determine if the Property contains any endangered or threatened species of animal life or endangered, threatened or commercially exploited plants on or under it, including, without limitation, any jurisdictional wetlands, such that any state or federal agency, department or commission would disallow the use of the Property intended by CFX or require CFX to relocate any such species, plants or wetlands, and obtaining an endangered species and habitat report, satisfactory to CFX in its sole discretion; and (iii) investigating the physical and economic feasibility of developing the Property for CFX's Intended Use, including without limitation investigation of all applicable building, zoning, environmental and other codes, ordinances, statutes, rules and regulations affecting the Property, stormwater management, zoning and development standards, impact and development fees, drainage conditions, soils, other environmental factors, sewer and water utility capacity and availability factors, and any other factors whatsoever considered appropriate by CFX in its sole and absolute discretion.

As used herein, "**Hazardous Substances**" shall mean and include all hazardous and toxic substances, wastes or materials, any pollutants or contaminates (including, without limitation, asbestos and raw materials which include hazardous components), or other similar substances, or materials which are included under or regulated by any local, state or federal law, rule or regulation pertaining to environmental regulation, contamination or clean-up, including, without limitation, "CERCLA", "RCRA", or state superlien or environmental clean-up statutes (all such laws, rules and regulations being referred to collectively as "**Environmental Laws**").

(b) In the event CFX determines, in its sole discretion, that it is not desirable or feasible to develop the Property for CFX's Intended Use or that it is not satisfied as to any other matter set forth in Section 6(a) above, or any other matter(s) which CFX deems relevant, then in such event CFX may, in CFX's sole discretion, elect to terminate this Agreement by furnishing written notice thereof to Seller prior to the expiration of the Inspection Period and in such event the parties hereto shall thereafter be relieved of all rights and obligations hereunder except for those rights and obligations which expressly survive a termination of this Agreement. In the event CFX fails to notify Seller in writing within the Inspection Period that CFX is satisfied, in CFX's sole discretion, with CFX's inspections of the Property and that CFX intends to proceed with the purchase of the Property, this Agreement shall automatically terminate and be null and void and neither party shall have any further liability or obligation hereunder except as otherwise provided herein.

(c) Delivery of Information Relating to Property. No later than thirty (30) days prior to Closing, Seller shall deliver to CFX copies of any studies, documents, investigations, or materials in Seller's, or Seller's agents, consultants, employees or contractor's possession (collectively, the "**Seller's Due Diligence Materials**"). All of Seller's Due Diligence Materials may be used by CFX in such manner as it desires.

(d) Access to Property. CFX shall at all times before Closing have the right of going upon the Property with its agents and engineers as needed to inspect, examine, survey, appraise and otherwise undertake those actions which CFX, in its sole discretion, deems necessary or desirable to determine the suitability of the Property for CFX's Intended Use. Said privilege shall include, without limitation, the right to perform appraisals, make surveys, soils tests, borings,

percolation tests, compaction tests, environmental tests and tests to obtain any other information relating to the surface, subsurface and topographic conditions of the Property, all of the foregoing (hereinafter collectively referred to as the "**Inspections**") to be performed at CFX's expense. CFX covenants and agrees that such activities shall not cause any harm to Seller or the Property and that the Property shall be restored to substantially the same condition as existed immediately prior to CFX's inspection activities pursuant to this Section 6, in the event CFX does not acquire same. Within the limits of Section 768.28, Florida Statutes, CFX shall at all times indemnify, save harmless and defend Seller from and against any and all claims, liabilities, losses, costs, lawsuits, disputes, damages and expenses (including reasonable attorneys' fees whether incurred at or before the trial level or in any appellate proceedings) which Seller may suffer, sustain or incur by reason of the exercise of CFX's right under this Section 6, including, without limitation, any damage to the Property or to any person or other real or personal property, and including the filing of any mechanics' or other statutory or common law lien or claims against the Property or any part thereof. This provision shall survive Closing or earlier termination of this Agreement.

7. **Conditions Precedent to CFX's Obligation to Close**. CFX's obligation to close on the purchase of the Property shall be expressly conditioned upon the fulfillment of each of the following conditions precedent (collectively, the "**Conditions to Close**") on or before the date or dates hereinafter specifically provided and in no event later than the date of Closing:

(a) The representations, warranties and covenants of Seller contained in this Agreement shall be true and correct as of the Closing Date (hereinafter defined) in all material respects.

(b) Seller shall have performed and complied with all covenants and agreements contained herein which are to be performed and complied with by Seller at or prior to the Closing.

(c) The Property shall not have been materially affected by any legislative or regulatory change, or any flood, accident or other materially adverse event that would prevent or prohibit CFX's Intended Use.

(d) Seller shall, at Seller's cost and expense, exempt (or shall cause the Property to be exempt) from any assessments levied by a homeowners association or property owners association, if applicable, set forth in applicable declarations so long as the Property is owned by CFX and used for CFX's Intended Use (the "**Association Exemption**"). CFX and Seller shall cooperate in good faith to agree upon the form, manner, and content of the instrument establishing each such Association Exemption prior to the expiration of the Inspection Period.

(e) CFX may at any time or times on or before Closing, at its election, subject to restrictions of law, waive any of the foregoing conditions to its obligations hereunder and the consummation of such sale, but any such waiver shall be effective only if contained in writing signed by CFX and delivered to Seller.

(f) In the event any of the foregoing conditions or other conditions to this Agreement are not fulfilled or waived by CFX prior to the date of Closing, CFX may elect, as its

sole and exclusive remedy, to: (i) terminate this Agreement, (ii) waive any outstanding Conditions to Close and proceed to close and acquire the Property without adjustment to the CFX Price; or (iii) waive any of the Conditions to Close and enter into a post-closing escrow agreement establishing a time certain to complete the unfinished conditions and the provision of a method to financially secure any post-closing obligations.

8. Closing Date and Closing Procedures and Requirements.

(a) Closing Date. Unless otherwise agreed to by the Parties, the closing (the "**Closing**") shall occur within thirty (30) days after the expiration of the Inspection Period, unless extended in writing by mutual approval of the Parties, on a date and time agreed to by the Parties ("**Closing Date**"). The Closing shall occur at the offices of the Title Agent or CFX's legal counsel ("**Closing Agent**"), or any other place and time which is mutually agreed to in advance in writing by all the parties. Notwithstanding the foregoing, the Closing may occur in escrow by mail, electronic transmission, and/or overnight courier. The Closing Agent shall prepare all documents for Closing and act as escrow agent. Seller hereby waives any objection to Closing Agent's representation of CFX in the preparation of this Agreement, the transactions contemplated herein, in any future dispute or legal proceeding arising out of this Agreement, or acting as title, closing or escrow agent in connection with this Agreement.

(b) Conveyance of Title. At the Closing, Seller shall execute and deliver to CFX a Special Warranty Deed in the form of ***Exhibit "C"*** attached hereto and incorporated herein by this reference, conveying fee simple marketable record title to the Property to CFX, free and clear of all liens, special assessments, easements, reservations, restrictions and encumbrances whatsoever, excepting only the Permitted Exceptions (the "**Deed**"). In the event any mortgage, lien or other encumbrance encumbers the Property at Closing and is not paid and satisfied by Seller prior to Closing, such mortgage, lien or other encumbrance shall, at CFX's election, be satisfied and paid with the proceeds of the Purchase Price. Seller and CFX agree that such documents, resolutions, certificates of good standing and certificates of authority as may be necessary to carry out the terms of this Agreement shall be executed and/or delivered by such parties at the time of Closing, including, without limitation, an owner's affidavit in form sufficient to enable the Title Company to delete all standard title exceptions other than survey exceptions from the Title Policy and a certificate duly executed by Seller certifying that Seller is not a foreign person for purposes of the Foreign Investment in Real Property Tax Act (FIRPTA), as revised by the Deficit Reduction Act of 1984 and as may be amended from time to time.

(c) Disclosure Affidavit. At the Closing, Seller shall execute an affidavit disclosing each person or entity having a legal or beneficial interest in the Property as required under Section 286.23, Florida Statutes, as it may be amended from time to time. Such disclosure shall be made in the form of **Exhibit "D"** attached hereto and incorporated herein by this reference. Seller shall make such disclosure under oath, subject to the penalties for perjury. Seller waives the notice provision of Section 286.23(2), Florida Statutes and warrants that both affidavits shall disclose those persons or entities holding less than five (5%) percent of the beneficial interest of the disclosing entity.

(d) Prorating of Taxes and Assessments. If the Closing occurs between January 1st and November 1st of any tax year, Seller shall pay all taxes, assessments and charges applicable to the Property for all years up to and including the date of Closing in accordance with Section 196.295, Florida Statutes. All general and special assessments and charges applicable to the Property shall be prorated as of the Property Closing Date between Seller and Purchaser, but specifically excluding all assessments assessed by any property owners' association, which, if any, will be paid in full by Seller on or before the Property Closing Date. Prior to Closing, Seller shall deliver to Purchaser an estoppel letter from each and any property owner's association confirming the amount of all outstanding assessments, fees and charges due for the Property as of the Property Closing Date. At Closing, the Seller shall pay the Purchaser (or the Closing Agent) Seller's pro rata share of such other taxes, assessment and charges as determined by any and all applicable federal, state, county, municipal, or other governmental department or entity, or any authority, commission, board, bureau, court, community development district, or agency having jurisdiction over the Property ("Governmental Authority"). If the real property ad valorem taxes, general assessments and charges applicable to the Property are not available at Closing, then they shall be estimated based upon the most recent information available. If the Closing occurs in November or December, Seller shall be responsible for the entire year's tax liability.

(e) Special Assessments. Seller shall pay all special assessments to the extent applicable to the Property, in full on or before the Closing Date.

(f) Closing Costs. Seller shall pay the following Closing costs: (i) preparation and recordation of any instruments necessary to correct title. CFX shall pay the following Closing costs: (i) the cost of recording the deed(s), and (ii) the Purchase Price. CFX shall also pay all costs of its due diligence and the title insurance premium for the Title Commitment and Title Policy equal to its prorated share of the Purchase Price to be issued by Title Agent. The Closing Agent shall prepare, at Purchaser's sole expense, all other necessary Closing documents.

9. Warranties and Representations of Seller. To induce CFX to enter into this Agreement and to purchase the Property, Seller, in addition to the other representations and warranties expressly set forth herein, makes the following representations and warranties, each of which is being made as of the Effective Date and the date of Closing, is material and is being relied upon by CFX and shall survive Closing hereunder for a period of twelve (12) months:

(a) That Seller owns fee simple marketable record title to the Property, free and clear of all liens, special assessments, easements, reservations, restrictions and encumbrances other than the Permitted Exceptions, and there are no tenancy, rental or other occupancy agreements affecting the Property.

(b) There will be no tenant(s) remaining on the Property or asserting a right to possession of the Property as of the Closing Date. Seller shall indemnify and hold CFX harmless from any suit or claim, including monetary damages, brought by a tenant or any person or entity asserting a claim of possession.

(c) That Seller has not received any written notice and has no actual knowledge, that the Property or any portion or portions thereof is or will be subject to or affected by (i) any

special assessments, whether or not presently a lien thereon, which special assessments or liens will be discharged by Seller prior to or at Closing, or (ii) any condemnation, eminent domain, change in grade of public streets, or similar proceeding.

(d) There are no actions, suits or proceedings of any kind or nature whatsoever, legal or equitable, affecting the Property or any portion or portions thereof or relating to or arising out of the ownership of the Property, in any court or before or by any federal, state, county or municipal department, commission, board, bureau, or agency or other governmental instrumentality.

(e) Seller is a trust, valid and existing under the laws of the Commonwealth of Massachusetts and is in full force and effect. The trust has not been amended, revoked, modified, or supplemented in any manner that would cause the representations in this Agreement to be incorrect or inaccurate in anyway, nor has trustee taken any action or aware of any action that has been taken that would affect the truth and accuracy of any of the representation and warranties contained in the Agreement. The Trustee under the trust is the lawful and current acting Trustee under the trust, has not been superseded, removed or replaced or its powers revoked or reduced and has the power to unilaterally bind the trust, perform the obligations under this Agreement and to convey the Property.

(f) Seller has no knowledge or notice that any present default or breach exists under any mortgage or other encumbrance affecting the Property or any covenants, conditions, restrictions, rights-of-way or easements which may affect the Property or any portion or portions thereof and that no condition or circumstance exists which, with the passage of time and/or the giving of notice, or otherwise, would constitute or result in a default or breach under any such covenants, conditions, restrictions, rights-of-way or easements.

(g) No commitments have been made to any governmental authority (other than CFX), utility company, church or other religious body, or any homeowners association, property owners association or to any other organization, group, or individual, relating to the Property which would impose an obligation upon CFX or its successors or assigns to make any contribution or dedications of money or land or to construct, install, or maintain any improvements of a public or private nature on or off the Property, and no governmental authority has imposed any requirement that any developer of the Property pay directly or indirectly any special fees or contributions or incur any expenses or obligations in connection with any development of the Property or any part thereof. The provisions of this section shall not apply to any general real estate taxes.

(h) To the best of Seller's knowledge, neither the Property nor beneath the surface of the Property has ever been used by previous owners and/or operators or Seller to generate, manufacture, refine, transport, treat, store, handle or dispose of any Hazardous Substance and Seller has not received any written notice that the Property or beneath the surface of the Property has ever been used by previous owners and/or operators or Seller to generate, manufacture, refine, transport, treat, store, handle or dispose of any Hazardous Substance. To the best of Seller's knowledge, the Property has never contained nor does it now contain either asbestos, PCBs or other toxic materials, whether used in construction or stored on the Property. Seller has not received a summons, citation, directive, letter or other communication, written or

oral, from any agency or Department of the State of Florida or the U.S. Government concerning any intentional or unintentional action or omission on Seller's part which has resulted in the releasing, spilling, leaking, pumping, pouring, emitting, emptying or dumping of Hazardous Substances on the Property.

(i) To the best of Seller's knowledge, there are no pollutants, contaminants, petroleum products or petroleum by-products, toxins, carcinogens, asbestos, or Hazardous Substances on or beneath the surface of the Property, which Seller or any other person or entity has placed or caused or allowed to be placed upon the Property, and which have caused or which may cause any investigation by any agency or instrumentality of government, which are or may be on the Property in violation of any law or regulation of any local, state or federal government, or which are or may be a nuisance or health threat to occupants of the Property or other residents of the area.

(j) No person or legal entity other than CFX has any right or option whatsoever to acquire the Property or any portion or portions thereof or any interest or interests therein.

(k) That the execution and delivery of this Agreement and the consummation of the transaction contemplated herein shall not and do not constitute a violation or breach by Seller of any provision of any agreement or other instrument to which Seller is a party or to which Seller may be subject although not a party, nor result in or constitute a violation or breach of any judgment, order, writ, injunction or decree issued against Seller.

(l) Seller is a United States resident, not a foreign person (as such terms are defined in the Internal Revenue Code and Income Tax Regulations), for purposes of U.S. income taxation, and no withholding of sale proceeds is required with respect to Seller's interest in the Property under Section 1445(a) of the Internal Revenue Code.

(m) That each and every one of the foregoing representations and warranties is true and correct as of the Effective Date, will remain true and correct throughout the term of this Agreement, and will be true and correct as of the Closing Date.

(n) In the event that changes occur as to any information, documents or exhibits referred to in the subparagraphs of this Section 9, or in any other part of this Agreement, of which Seller has knowledge, Seller will immediately disclose same to CFX when first available to Seller; and in the event of any change which may be deemed by CFX in its sole discretion to be materially adverse, CFX may, at its election, terminate this Agreement. For purposes of this Agreement, whenever the phrase "to Seller's knowledge," or the "knowledge" of Seller or words of similar import are used, they shall be deemed to refer to facts within the actual knowledge of Mario Chiuccariello, and no others without duty of inquiry or investigation whatsoever. CFX acknowledges that Mario Chiuccariello is named above solely for the purpose of defining the scope of Seller's knowledge and not for the purpose of imposing any liability on or creating any duties running from Mario Chiuccariello.

10. Warranties and Representations of CFX. To induce Seller to enter into this Agreement, CFX, in addition to the other representations and warranties set forth herein, makes

the following representations and warranties, each of which is being made as of the Effective Date and the date of Closing, is material and is being relied upon by Seller and shall survive Closing hereunder for a period of twelve (12) months:

(a) That CFX has the full right, power, and authority to enter into and deliver this Agreement and to consummate the purchase and sale of the Property in accordance herewith and to perform all covenants and agreements of CFX hereunder.

(b) That to the best of CFX's actual knowledge without investigation or inquiry, the execution and delivery of this Agreement and the consummation of the transactions contemplated herein shall not and do not constitute a violation or breach by CFX of any provision of any agreement or other instrument to which CFX is a party or to which CFX may be subject although not a party, nor result in or constitute a violation or breach of any judgment, order, writ, injunction or decree issued against CFX.

(c) That each and every one of the foregoing representations and warranties is true and correct as of the Effective Date, will remain true and correct throughout the term of this Agreement, and will be true and correct as of the Closing Date.

(d) That in the event that changes occur as to any of the foregoing representations and warranties of CFX contained in this Section 10, or in any other part of this Agreement, of which CFX has knowledge, CFX will immediately disclose same to Seller when first available to CFX.

11. Seller's Affirmative Covenants. In addition to the other covenants and undertakings set forth herein, Seller makes the following affirmative covenants, each of which shall survive Closing hereunder:

(a) From and after the Effective Date and until physical possession of the Property has been delivered to CFX, Seller will keep and maintain all of the Property in good order and condition and will comply with and abide by all laws, ordinances, regulations and restrictions affecting the Property or its use. Prior to Closing, Seller will pay all taxes and assessments prior to the due date thereof, will not commit or permit any waste or nuisance with respect thereto, and will not undertake or permit any grading or any cutting of timber thereon.

(b) At Closing, Seller shall transfer, assign, and convey to CFX all of Seller's right, title and interest in and to all utilities and utility commitments which service or pertain in any manner to the Property, including, without limitation, any water or sewer connections which have been allocated in any manner to the Property or to Seller as owner of the Property and Seller's position on any waiting list relating to any such water or sewer connections.

(c) From and after the Effective Date, Seller shall not offer to sell the Property, or any portion thereof, to any other person or entity, nor enter into any verbal or written agreement, understanding, or contract relating to the sale of the Property.

(d) Except as otherwise expressly contemplated herein, from and after the Effective Date, Seller shall not encumber or create any liens on the Property.

12. **CFX's Affirmative Covenants**. In addition to the other covenants and undertakings set forth herein, CFX affirmatively covenants that CFX shall take such other actions and perform such other obligations as are required or contemplated hereunder including, without limitation, all obligations pertaining to satisfaction of any contingencies of this Agreement or conditions precedent to performance by CFX of its obligations hereunder.

13. **Defaults**.

(a) Pre-Closing Default by Seller. In the event, prior to Closing, Seller fails to comply with or perform any of the conditions to be complied with or any of the covenants, agreements or obligations to be performed by Seller under the terms and provisions of this Agreement, or in the event that Seller fails to timely close the transaction contemplated herein, CFX, in CFX's sole discretion, shall be entitled to, as CFX's sole and exclusive remedy, to elect either to: (i) enforce specific performance of this Agreement against Seller; or (ii) terminate this Agreement. Upon any such termination, this Agreement and all rights and obligations created hereunder shall be deemed null and void and of no further force or effect, except as otherwise provided herein.

(b) Pre-Closing Default by CFX. In the event, prior to Closing, CFX fails to comply with or perform any of the conditions to be complied with or any of the covenants, agreements or obligations to be performed by CFX under the terms and provisions of this Agreement, or in the event that CFX fails to timely close the transaction contemplated hereby, Seller's sole and exclusive remedies for any such default shall be, upon giving written notice to CFX as herein provided, to (i) enforce specific performance of this Agreement against CFX, or (ii) terminate this Agreement, whereupon this Agreement and all rights and obligations created hereby shall automatically terminate and be null and void and of no further force or effect whatsoever, except as otherwise provided herein. Nothing contained herein shall be deemed a waiver of Seller's rights or remedies in the event CFX or another authority pursues an action in eminent domain against the Property, subject to any defenses or objections Seller would otherwise have in such proceeding.

(c) Post-Closing Default by Seller or CFX. With respect to a default by either party of any of its obligations under this Agreement that survive Closing, or any breach of a representative or warranty contained in this Agreement provided that such claim is made within the survival period, the non-defaulting party may pursue all remedies that may be available to the non-defaulting party, at law or in equity; provided, however, in no event shall a party be liable for special, consequential, punitive, exemplary, indirect, or speculative damages of any kind whatsoever.

(d) Survival. The provisions of this Section 13 shall expressly survive Closing.

14. **Possession of Property**. Seller shall deliver to CFX full and exclusive possession of the Property on the Closing Date.

15. **Condemnation**. In the event the Property or any portion or portions thereof shall be taken or condemned or be the subject of a bona fide threat of condemnation by any

Governmental Authority or entity, other than CFX, prior to the Closing Date, CFX shall have the option of either (i) terminating this Agreement by giving written notice thereof to Seller, whereupon this Agreement and all rights and obligations created hereunder shall be null and void and of no further force or effect, or (ii) requiring Seller to convey the remaining portion or portions of the Property to CFX pursuant to the terms and provisions hereof and to transfer and assign to CFX at the Closing all of the right, title and interest of Seller in and to any award made or to be made by reason of such condemnation. Seller and CFX hereby further agree that CFX shall have the right to participate in all negotiations with any such Governmental Authority relating to the Property or to the compensation to be paid for any portion or portions thereof condemned by such Governmental Authority or other entity.

16. **Broker**.

(a) Seller hereby represents and warrants to CFX that Seller has not engaged or dealt with any agent, broker or finder in regard to this Agreement or to the sale and purchase of the Property contemplated hereby. Seller hereby indemnifies CFX and agrees to hold CFX free and harmless from and against any and all liability, loss, cost, damage and expense, including but not limited to attorneys' and paralegals' fees and costs, whether suit be brought or not, and whether at trial, both prior to and on appeal, or incurred in any mediation, arbitration, administrative or bankruptcy proceeding, which CFX shall ever suffer or incur because of any claim by any agent, broker or finder engaged by Seller, whether or not meritorious, for any fee, commission or other compensation with respect to this Agreement or to the sale and purchase of the Property contemplated hereby. Seller agrees to retain legal counsel to defend CFX against any claim brought by an agent, broker or finder claiming to have been engaged by Seller. If Seller refuses to retain legal counsel to defend CFX, Seller shall be liable for all attorneys' and paralegals' fees and costs, whether suit be brought or not, and whether at trial, both prior to and on appeal, or incurred in any mediation, arbitration, administrative or bankruptcy proceeding, incurred by CFX in its defense and to pursue CFX's rights to be indemnified by Seller.

(b) CFX hereby represents and warrants to Seller that CFX has not engaged or dealt with any agent, broker or finder in regard to this Agreement or to the sale and purchase of the Property contemplated hereby. Within the limits of Section 768.28, Florida Statutes, CFX hereby indemnifies Seller and agrees to hold Seller free and harmless from and against any and all liability, loss, cost, damage and expense, including but not limited to attorneys' and paralegals' fees and costs, whether suit be brought or not, and whether at trial, both prior to and on appeal, or incurred in any mediation, arbitration, administrative or bankruptcy proceeding, which Seller shall ever suffer or incur because of any claim by any agent, broker or finder engaged by CFX, whether or not meritorious, for any fee, commission or other compensation with respect to this Agreement or to the sale and purchase of the Property contemplated hereby. CFX agrees to retain legal counsel to defend Seller against any claim brought by an agent, broker or finder claiming to have been engaged by CFX. If CFX refuses to retain legal counsel to defend Seller, CFX shall be liable for all attorneys' and paralegals' fees and costs, whether suit be brought or not, and whether at trial, both prior to and on appeal, or incurred in any mediation, arbitration, administrative or bankruptcy proceeding, incurred by Seller in its defense and to pursue Seller's rights to be indemnified by CFX.

17. **Notices**. Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given (i) one day after depositing with a nationally recognized overnight courier service, (ii) on the day of hand delivery (provided such delivery occurs prior to 5:00 pm, local Orlando, Florida time), or (iii) via email when transmitted provided that such email is transmitted prior to 5:00 pm, local Orlando, Florida time and the recipient has confirmed receipt by response email), to the address listed below or to such other address as either party may from time to time designate by written notice in accordance with this paragraph:

CFX: Central Florida Expressway Authority
Attn: Executive Director
4974 ORL Tower Road
Orlando, Florida 32807
Email: Michelle.Maikisch@cfxway.com

Copy to: Central Florida Expressway Authority
Attn: Deputy General Counsel
4974 ORL Tower Road
Orlando, Florida 32807
Email: Cristina.Berrios@cfxway.com

Copy to: Nelson Mullins Riley & Scarborough LLP
Attn: Richard Milian, Esq.
390 North Orange Avenue, Suite 1400
Orlando, Florida 32801
Email: Richard.Milian@nelsonmullins.com

Seller: Charlotte Realty Trust, u/d/t dated Jan. 17, 2024
c/o Mario Chiuccariello
38 Church Street
Winchester, Massachusetts, 01890
Email: mariochiuc5@gmail.com

The attorneys for the parties set forth herein may deliver and receive notices on behalf of their clients.

18. **General Provisions**.

(a) No failure of either party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

(b) This Agreement contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect.

(c) The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, personal representatives, successors and assigns. Time is of the essence of this Agreement. Neither this Agreement, nor any right or obligation of any party arising under this Agreement, may be assigned or delegated without the written consent of all parties.

(d) Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included. Wherever under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday, or holiday, such time for performance shall be extended to the next business day. For purposes of this Agreement, "holiday" shall mean federal holidays as defined in 5 U.S.C. 6103. Except as otherwise set forth herein, the last day of any period of time described herein shall be deemed to end at 11:59 p.m. local time in Orange County, Florida.

(e) The headings inserted at the beginning of each paragraph are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph.

(f) Seller and CFX do hereby covenant and agree that such documents as may be legally necessary or otherwise appropriate to carry out the terms of this Agreement shall be executed and delivered by each party at the Closing.

(g) This Agreement shall be interpreted under the laws of the State of Florida, with venue for any action, suit, or proceeding brought to recover any sum due under, or to enforce compliance with, this Agreement shall lie in the court of competent jurisdiction in and for the County where the Property is located; each party hereby specifically consents to the exclusive personal jurisdiction and exclusive venue of such court.

(h) All of the parties to this Agreement have participated fully in the negotiation and preparation hereof; this Agreement shall not be construed more strongly for or against any party regardless of which party is deemed to have drafted the Agreement.

(i) Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the parties or their successors in interest. Except as otherwise set forth herein, no person other than the parties shall have any rights or privileges under this Agreement, whether as a third-party beneficiary or otherwise.

19. Survival of Provisions. No covenants or obligations (including indemnities, representations and warranties) set forth in this Agreement shall survive termination or Closing hereunder unless expressly stated herein to the contrary. All survival periods shall be indefinitely unless otherwise expressly stated herein.

20. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the

application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

21. **Attorneys' Fees**. In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising herefrom, the predominantly prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, in mediation, arbitration, bankruptcy or administrative proceeding, or at trial or on appeal and including costs of collection. Notwithstanding the foregoing, nothing contained herein shall be construed or interpreted (a) to alter, amend or waive the CFX's sovereign immunity of the State of Florida, or its agencies, or any defenses thereto, beyond the waiver provided in Section 768.28, Florida Statutes; or (b) as the consent of the CFX to be sued.

22. **Counterparts and Electronic Signatures**. This Agreement may be executed in two or more counterpart copies, including digital and electronic signatures, each of which shall be deemed to constitute one original document. The parties may execute different counterparts of this agreement, and, if they do so, the signatures pages from the different counterparts may be combined to provide one integrated document and taken together shall constitute one and the same instrument.

23. **Amendment to Agreement**. Any amendment to this Agreement shall not be binding upon any of the parties hereto unless such amendment is in writing and executed by the parties hereto. CFX does hereby confer upon the Executive Director or Executive Director's designee, the authority, without further approval from the CFX, to finalize the form of all agreements, amendments, easements, contracts, documents necessary to close the transaction contemplated herein, including, without limitation, closing documents, any documents necessary to address title issues, escrow agreements, letters of credit, agreements and similar documents set forth in this Agreement, and the CFX's signature of those agreements, amendments, easements, contracts and similar documents is hereby authorized.

24. **Release of Other Claims.** Except for liabilities expressly surviving Closing as set forth in this Agreement, Seller acknowledges and agrees that as of the date of Seller's execution and delivery of the deeds contemplated herein, Seller shall thereby release and forever discharge CFX, of and from all claims in law or in equity, which Seller ever had, then has, or which any personal representative, successor, heir or assign of Seller, thereafter can, shall or may have, against CFX for, upon or by reason of any matter, cause or thing whatsoever, arising out of or in any way connected with Seller's conveyance of the Property, including, without limitation, any claim for loss of access to Seller's remaining property, severance damages to Seller's remaining property, loss or diminution of access, light, air or view, business damages or any other damages. The Deed shall include language evidencing this release. Nothing herein shall be deemed to release CFX from its obligations or liabilities under this Agreement.

25. **Not an Offer**. Notwithstanding anything to the contrary in this Agreement, if the sale of the Property contemplated under this Agreement does not close, this Agreement shall not

be deemed a written offer nor admissible in any subsequent eminent domain or inverse condemnation proceeding with respect to the Property.

26. **Limited Access.** Seller hereby agrees, acknowledges, and understands that the Project is anticipated to be a limited access right-of-way, and as such, CFX has the right, at any time, to record and establish the limited-access lines on and along real property owned by CFX for the Project adjacent to any other real property owned or retained by the Seller located adjacent to the Project. Seller waives and disclaims any claim against CFX, in law or in equity, based upon the establishment of the limited-access lines for the Project. In no event shall CFX be liable for any claims or damages based on the establishment of the limited-access lines for the Project, including, without limitation, any monetary, incidental, special, exemplary or consequential damages. The Deed shall include language evidencing this waiver and release.

27. **Effective Date**. When used herein, the term "**Effective Date**" or the phrase "the date hereof" or "the date of this Agreement" shall mean the last date that either CFX or Seller execute this Agreement.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, CFX and Seller have caused this Agreement to be executed as of the dates set forth below.

WITNESSES:

Yonas Fitwi

Print Name: Yonas Fitwi

Address: 67 Ferry St Apt C
Everett MA 02149

Jean Fox

Print Name: Jean Fox

Address: 61 Richardson St
Winchester, MA 01890

"SELLER"
Charlotte Realty Trust, u/d/t dated Jan. 17, 2024

By: Mario Chiuccariello TR
Mario Chiuccariello, Trustee

Date: 5-7-25

[SEE FOLLOWING PAGE FOR CFX'S SIGNATURE]

Signed, sealed, and delivered
in the presence of:

_____
Print Name:_____

_____
Print Name:_____

ATTEST:_____
Regla ("Mimi") Lamaute
Manager of Board Services

"CFX"

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:_____
Michelle Maikisch, Executive Director

Date: _____

Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this ___ day of _____, 202__ for its exclusive use and reliance.

Nelson Mullins Riley & Scarborough

By:_____
Richard N. Milian, Esq.

EXHIBIT "A"

LEGAL DESCRIPTION OF SELLER'S OVERALL PROPERTY

INSTR # 2024026792
BK 12995 Pgs 765-767 PG(s)3
RECORDED 02/02/2024 03:19:53 PM
STACY M. BUTTERFIELD, CLERK OF COURT
POLK COUNTY
DEED DOC $534.80
RECORDING FEES $27.00
RECORDED BY abiszaab

Return to/Prepared By:
Mario Chiuccariello
38 Church Street
Winchester, MA 01890

Parcel ID No.: 062628 000000 033050

WARRANTY DEED

This Warranty Deed, made this 17th day of January 2024,

by **Mario Chiuccariello** and **Carmine Chiuccariello, individually** and as **Trustees of the GMC Broadway Realty Trust**, dated Feb. 13, 1996, whose address is 38 Church Street, Winchester, MA 01890, hereinafter called the "GRANTOR",

to **Mario Chiuccariello, Trustee of Charlotte Realty Trust,** u/d/t dated Jan. 17, 2024, whose address is 38 Church Street, Winchester, MA 01890, hereinafter called the "GRANTEE",

WITNESSETH: That said Grantor, for and in consideration of the sum of $10.00, and other valuable consideration, receipt of which is hereby acknowledged, hereby grants unto the Grantee all that certain land situate in Polk County, Florida, viz:

Parcel I: From the NW corner of Section 6, Township 26 South, Range 28 East, Polk County, Florida, run South 00°30'04" East along the West line of said Section 6, 500.06 feet, to the Point of Beginning: Continue South 00°30'04" East, 659.94 feet; run thence South 89°36'05" East, parallel to the North line of said Section 6, 594.01 feet, to the Polk-Osceola County Line; run thence North 27°25'42" West, along said County Line, 746.14 feet; run thence North 89°36"05" West 256.07 feet to the Point of Beginning. Subject to the Right of Way over the North 60.0 feet and the West 30.0 feet thereof; also subject to Florida Power Corporation Easements over the Easterly 75.0 feet thereof. Also known as Lot 14, Unit 3, of POMERANCE PARK, an unrecorded subdivision.

Parcel II: Beginning at the Northeast corner of Section 1,

Township 26 South, Range 27 East, Polk County, Florida, run South 89°27'13" West, along the North line of said Section 1, 100.0 feet; run thence South 11°48'41" East, 509.89 feet; run thence South 89°36"05" East, parallel to the North Line of Section 6, Township 26 South, Range 28 East, Polk County, Florida, 256.07 feet to the Polk-Osceola County Line; run thence North 27°25'42" West, along said County line, 565.38 feet to the Point of Beginning. Subject to the Florida Power Corporation Easement over the Easterly 40.0 feet thereof.

This property is not the homestead of the Grantors.

Together with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

Grantor does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

See Death Certificate of Gennaro Donisi (a Trustee) recorded herewith.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed Sealed and delivered in our Presence:

WITNESS SIGNATURE: _____ Gabriel Jose Gomes De Aguiar
32 Overlea Ave, Saugus MA 01906

PRINTED NAME: _____
Mario Chiuccariello

WITNESS SIGNATURE: _____ Gabriel Jose Gomes De Aguiar
32 Overlea Ave, Saugus MA 01906

PRINTED NAME: _____
Mario Chiuccariello, Trustee

WITNESS SIGNATURE: _____ Marcia H. Olizeira De Aguiar
32 Overlea Ave, MA 01906

PRINTED NAME: Carmine Chiuccariello
Carmine Chiuccariello

WITNESS SIGNATURE: _____ Marcia H. Olizeira De Aguiar
32 Overlea Ave, Saugus, MA 01906

PRINTED NAME: Carmine Chiuccariello
Carmine Chiuccariello, Trustee

COMMONWEALTH OF MASSACHUSETTS
MIDDLESEX COUNTY

The foregoing instrument was acknowledged before me this 17th day of January 2024 by Mario Chiuccariello and Carmine Chiuccariello, individually and as Trustees of the GMC Broadway Realty Trust, who are known to me or who have produced driver's licenses.

_____
Notary Public

JOSE M. AGUIAR
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires On
June 22, 2029

EXHIBIT "B"

DEPICTION AND LEGAL DESCRIPTION OF PROPERTY

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 538 (POINCIANA PARKWAY - SEGMENT 2)
PROJECT NO. 538-235
PARCEL 53-218
PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

PART A

A PORTION OF LOT 14, POMERANCE PARK UNIT THREE AN UNRECORDED SUBDIVISION LYING IN SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED AS PARCEL I IN OFFICIAL RECORDS BOOK 5820, PAGE 898, AND OFFICIAL RECORDS BOOK 6457, PAGE 36, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 5-INCH BY 5-INCH CONCRETE MONUMENT WITH BRASS DISK STAMPED "OSCEOLA COUNTY T25S/R27E 1964 FLORIDA J" MARKING THE WEST QUARTER CORNER OF SECTION 31, TOWNSHIP 25 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 31 SOUTH 00°41'53" WEST, A DISTANCE OF 2644.67 FEET TO THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 6 SOUTH 00°07'07" EAST, A DISTANCE OF 500.32 FEET TO A POINT ON THE NORTH LINE OF SAID DESCRIBED LANDS AND THE POINT OF BEGINNING; THENCE ALONG SAID NORTH LINE SOUTH 89°17'43" EAST, A DISTANCE OF 256.40 FEET TO THE SOUTHWEST CORNER OF POMERANCE PARK UNIT TWO ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 55 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA AND A POINT ON THE POLK/OSCEOLA COUNTY LINE; THENCE ALONG SAID COUNTY LINE SOUTH 27°04'46" EAST, A DISTANCE OF 740.64 FEET TO A POINT ON THE SOUTH LINE OF SAID DESCRIBED LANDS; THENCE ALONG SAID SOUTH LINE NORTH 89°43'12" WEST, A DISTANCE OF 460.03 FEET; THENCE NORTH 36°58'40" WEST, A DISTANCE OF 220.29 FEET TO A POINT ON AFOREMENTIONED WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 6; THENCE ALONG SAID WEST LINE NORTH 00°07'07" WEST, A DISTANCE OF 484.37 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 538 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 6.147 ACRES, MORE OR LESS.

SEE SHEET 3 FOR SKETCH OF DESCRIPTION
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

REVISION	BY	DATE

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY

STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY

	BY	DATE
DRAWN	R. REBELLO	02/28/2023
CHECKED	M. SHATTO	03/08/2023

WBQ DESIGN & ENGINEERING, INC. LB7953
201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300

DATA SOURCE: SEE GENERAL NOTES, SHEET 4

SECTION N/A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 538 (POINCIANA PARKWAY - SEGMENT 2)
PROJECT NO. 538-235
PARCEL 53-218
PURPOSE: RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

PART B

A PORTION OF LOT 14, POMERANCE PARK UNIT THREE AN UNRECORDED SUBDIVISION LYING IN SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED AS PARCEL I IN OFFICIAL RECORDS BOOK 5820, PAGE 898, AND OFFICIAL RECORDS BOOK 6457, PAGE 36, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 5-INCH BY 5-INCH CONCRETE MONUMENT WITH BRASS DISK STAMPED "OSCEOLA COUNTY T25S/R27E 1964 FLORIDA J" MARKING THE WEST QUARTER CORNER OF SECTION 31, TOWNSHIP 25 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 31 SOUTH 00°41'53" WEST, A DISTANCE OF 2644.67 FEET TO THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 6 SOUTH 00°07'07" EAST, A DISTANCE OF 500.32 FEET; THENCE CONTINUE ALONG SAID WEST LINE SOUTH 00°07'07" WEST, A DISTANCE OF 484.37 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 36°58'40" EAST, A DISTANCE OF 220.29 FEET TO A POINT ON THE SOUTH LINE OF AFORESAID DESCRIBED LANDS; THENCE ALONG SAID SOUNTH LINE NORTH 89°43'12" WEST, A DISTANCE OF 132.14 FEET TO A POINT ON AFOREMENTIONED WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 6; THENCE ALONG SAID WEST LINE NORTH 00°07'07" WEST, A DISTANCE OF 175.34 FEET TO THE POINT OF BEGINNING.

CONTAINING 11585 SQUARE FEET, MORE OR LESS.

CONTAINING IN THE AGGREGATE 6.412 ACRES, MORE OR LESS.

SEE SHEET 3 FOR SKETCH OF DESCRIPTION
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

REVISION	BY	DATE

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY

STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY

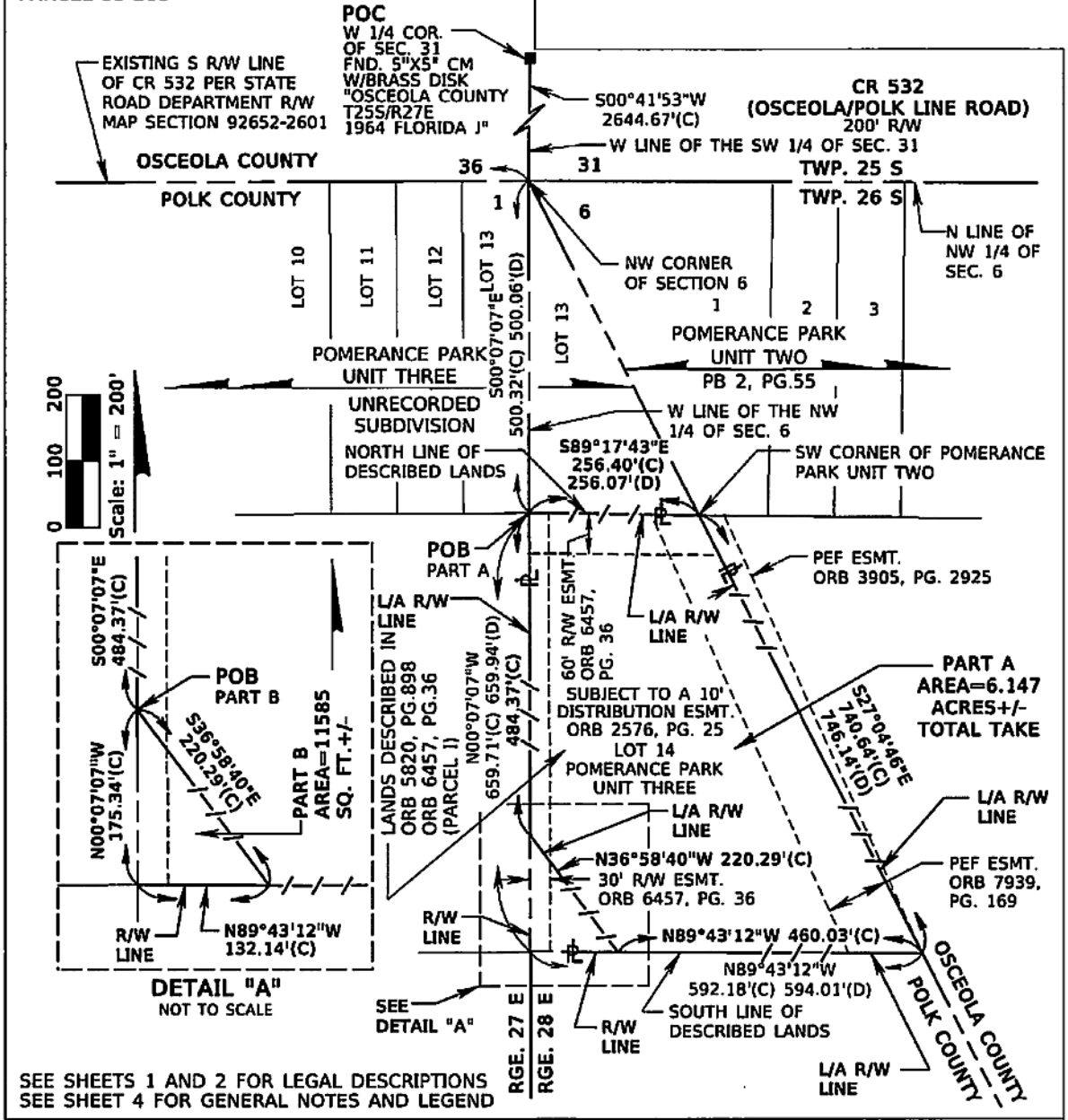
	BY	DATE
DRAWN	R. REBELLO	02/28/2023
CHECKED	M. SHATTO	03/08/2023

WBQ DESIGN & ENGINEERING, INC. LB7963
201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801. PHONE: (407) 839-4300

DATA SOURCE: SEE GENERAL NOTES, SHEET 4

SECTION N/A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 538 (POINCIANA PARKWAY - SEGMENT 2)
PROJECT NO. 538-235
PARCEL 53-218



SEE SHEETS 1 AND 2 FOR LEGAL DESCRIPTIONS
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

REVISION	BY	DATE

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY

STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY

	BY	DATE
DRAWN	R. REBELLO	02/28/2023
CHECKED	H. SHATTO	03/08/2023

WBQ DESIGN & ENGINEERING, INC. LB7963
201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300

DATA SOURCE: SEE GENERAL NOTES, SHEET 4

SECTION N/A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 538 (POINCIANA PARKWAY - SEGMENT 2)
PROJECT NO. 538-235
PARCEL 53-218

GENERAL NOTES

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.

2. THE BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, BEING SOUTH 00°07'07" EAST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.

3. PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NO. 30362-218 DATED 12/01/2020 AT 8:00 A.M.

LEGEND

CHD. = CHORD DISTANCE	ID = IDENTIFICATION	PC = POINT OF CURVATURE
CB = CHORD BEARING	IP = IRON PIPE	PI = POINT OF INTERSECTION
℄ = CENTERLINE	IR = IRON ROD OR REBAR	POB = POINT OF BEGINNING
(C) = CALCULATED DATA	IRC = IRON ROD AND CAP	POC = POINT OF COMMENCEMENT
CCR = CERTIFIED CORNER RECORD	L = LENGTH OF CURVE	P.O.T. = POINT ON TANGENT
CFX = CENTRAL FLORIDA EXPRESSWAY AUTHORITY	LB = LICENSED BUSINESS	PT = POINT OF TANGENCY
	L/A = LIMITED ACCESS	PROJ. = PROJECT
CO. = COUNTY	MON. = MONUMENTATION/MONUMENT	R = RADIUS
COR. = CORNER	NO. = NUMBER	RR = RAILROAD
CM = CONCRETE MONUMENT	N/A = NOT APPLICABLE	RGE. = RANGE
CR = COUNTY ROAD	NL = NAIL	REF. = REFERENCE
CSX = CHESSIE SEABOARD CONSOLIDATED	N&D = NAIL & DISK	R/W = RIGHT OF WAY
D = DEGREE	NT = NON-TANGENT	SEC. = SECTION
(D) = DEED DATA	NTS = NOT TO SCALE	SR = STATE ROAD
DB = DEED BOOK	OR = OFFICIAL RECORD	SQ. FT. = SQUARE FEET
DR. = DRIVE	ORB = OFFICIAL RECORD BOOK	T = TANGENT
ESMT. = EASEMENT	PEF = PROGRESS ENERGY FLORIDA	TB = TANGENT BEARING
Δ = DELTA (CENTRAL ANGLE)	PG. = PAGE	TC = TANGENT TO CURVE
FND. = FOUND	PLS = PROFESSIONAL LAND SURVEYOR	TWP. = TOWNSHIP
(F) = FIELD DATA	ℙ = PROPERTY LINE	UE = UTILITY EASEMENT
FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION	(P) = PLAT DATA	
	PB = PLAT BOOK	

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE STANDARDS OF PRACTICE AS REQUIRED BY CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

DATE: 07/06/2023

MARTIN J. SHATTO, PSM
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219
NOT VALID WITHOUT DIGITAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

MARTIN JOSEPH SHATTO License Number 5219 STATE OF FLORIDA Registered Land Surveyor

SEE SHEETS 1 AND 2 FOR LEGAL DESCRIPTIONS
SEE SHEET 3 FOR SKETCH OF DESCRIPTION

REVISION	BY	DATE

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY

STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY

	BY	DATE
DRAWN	R. REBELLO	02/28/2023
CHECKED	M. SHATTO	03/08/2023

WBQ DESIGN & ENGINEERING, INC. LB7963
201 N MAGNOLIA AVE. SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300

DATA SOURCE: SEE NOTE 3 ABOVE

SECTION N/A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 538 (POINCIANA PARKWAY - SEGMENT 2)
PROJECT NO. 538-235
PARCEL 53-218C
PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

A PORTION OF LOT 13 OF POMERANCE PARK, UNIT THREE, AN UNRECORDED SUBDIVISION LYING IN SECTION 1, TOWNSHIP 26 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, BEING A PORTION OF THE LANDS DESCRIBED AS PARCEL II IN OFFICIAL RECORDS BOOK 12995, PAGE 765, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 5-INCH BY 5-INCH CONCRETE MONUMENT WITH BRASS DISK STAMPED "OSCEOLA COUNTY T25S/R27E 1964 FLORIDA J" MARKING THE EAST QUARTER CORNER OF SECTION 36, TOWNSHIP 25 SOUTH, RANGE 27 EAST, OSCEOLA COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF SAID SECTION 36 SOUTH 00°41'53" WEST, A DISTANCE OF 2644.67 FEET TO NORTHEAST CORNER OF SECTION 1, TOWNSHIP 26 SOUTH, RANGE 27 EAST POLK COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 1 SOUTH 00°07'07" EAST, A DISTANCE OF 500.32 FEET TO A POINT ON THE WESTERLY LINE OF SAID DESCRIBED LANDS; THENCE ALONG SAID WESTERLY LINE NORTH 11°25'29" WEST, A DISTANCE OF 510.07 FEET TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 1, THE POLK/OSCEOLA COUNTY LINE AND THE EXISTING SOUTH RIGHT OF WAY LINE OF COUNTY ROAD 532 (OSCEOLA/POLK LINE ROAD), A 200 FEET WIDE RIGHT OF WAY AS SHOWN ON STATE ROAD DEPARTMENT RIGHT OF WAY MAP SECTION 92652-2601; THENCE ALONG SAID NORTH AND SOUTH LINES AND SAID COUNTY LINE NORTH 89°47'42" EAST, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 538 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 0.574 ACRES, MORE OR LESS.

SEE SHEET 2 FOR SKETCH OF DESCRIPTION
SEE SHEET 3 FOR GENERAL NOTES AND LEGEND

REVISION	BY	DATE
REVISED LANDS DESCRIBED IN ORB 6, PG.	D.WILLIAMS	07/25/2024
RENAME 53-235A TO 53-218C	D.WILLIAMS	07/25/2024
PARCEL I TO PARCEL II	D.WILLIAMS	06/28/2024

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY

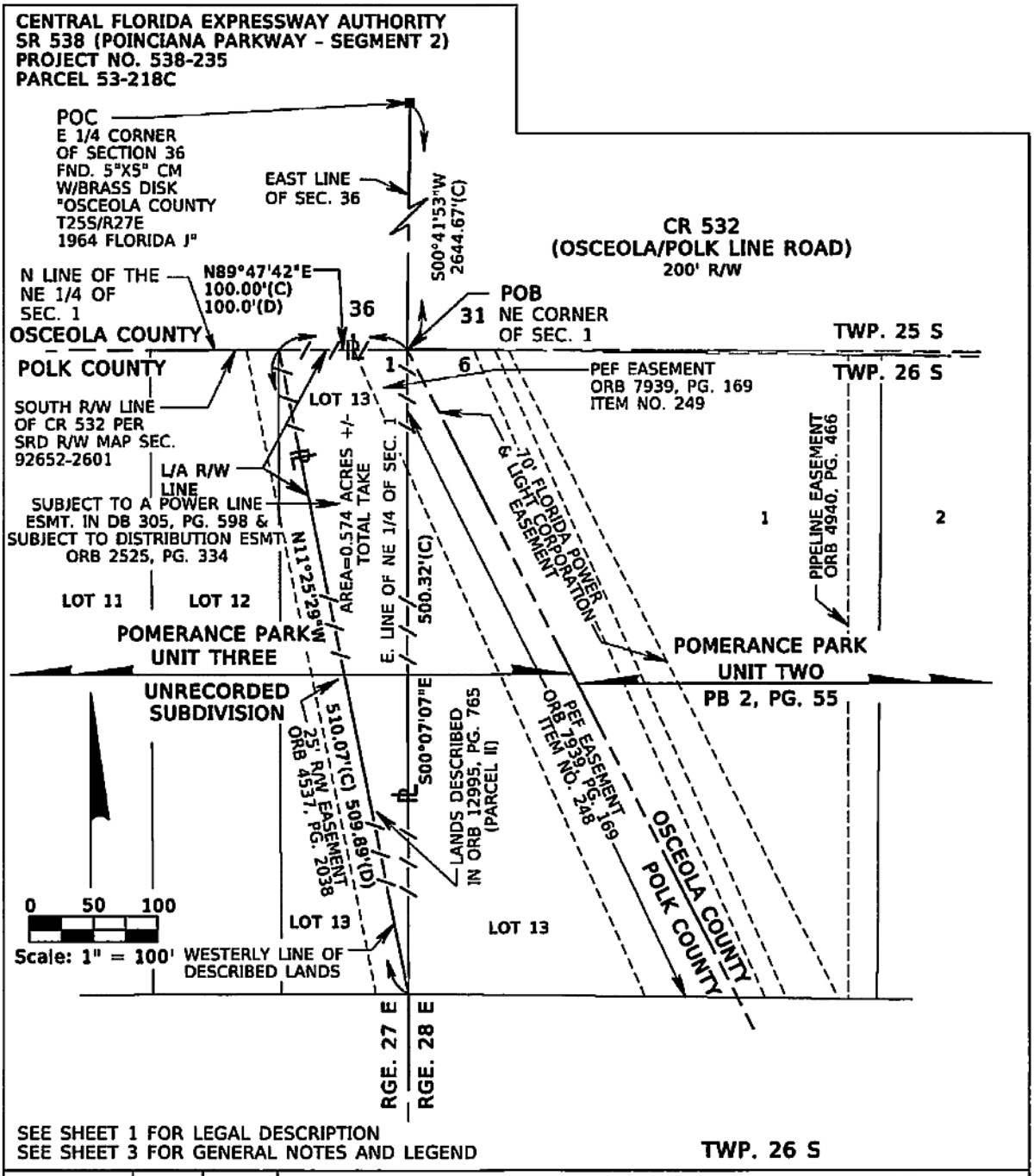
STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY

	BY	DATE
DRAWN	J. J PIERRE	03/03/2023
CHECKED	M. SHATTO	03/08/2023

WBQ DESIGN & ENGINEERING, INC. LB7963
201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300

DATA SOURCE: SEE GENERAL NOTES, SHEET 3

SECTION N/A



REVISION	BY	DATE
REVISED LANDS DESCRIBED IN ORB & PG.	D.WILLIAMS	07/26/2024
RENAME 53-235A TO 53-218C	D.WILLIAMS	07/26/2024
PARCEL 1 TO PARCEL II	D.WILLIAMS	06/25/2024
REVISION	BY	DATE

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY

STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY

	BY	DATE
DRAWN	J. J PIERRE	03/03/2023
CHECKED	M. SHATTO	03/08/2023

WBQ DESIGN & ENGINEERING, INC. LB7963
201 N MAGNOLIA AVE. SUITE 200, ORLANDO, FLORIDA, 32801. PHONE: (407) 839-4300

DATA SOURCE: SEE GENERAL NOTES, SHEET 3

SECTION N/A

SHEET 2 OF 3

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 538 (POINCIANA PARKWAY - SEGMENT 2)
PROJECT NO. 538-235
PARCEL 53-218C

GENERAL NOTES

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 26 SOUTH, RANGE 27 EAST AND THE POLK/OSCEOLA COUNTY LINE, BEING SOUTH 89°47'42" WEST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.
3. PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NO. 30362-235 DATED 11/22/2020 AT 8:00 A.M., UPDATED 3/01/2023 AT 8:00 A.M., UPDATED 3/11/2024 AT 8:00 A.M. AND FILE NO. 30362-235A DATED 3/11/2024 AT 8:00 A.M., UPDATED 7/25/2024.

LEGEND

CHD. = CHORD DISTANCE
CB = CHORD BEARING
℄ = CENTERLINE
(C) = CALCULATED DATA
CCR = CERTIFIED CORNER RECORD
CFX = CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CO. = COUNTY
COR. = CORNER
CM = CONCRETE MONUMENT
CR = COUNTY ROAD
CSX = CHESSIE SEABOARD CONSOLIDATED
D = DEGREE
(D) = DEED DATA
DB = DEED BOOK
DR. = DRIVE
ESMT. = EASEMENT
Δ = DELTA (CENTRAL ANGLE)
FND. = FOUND
(F) = FIELD DATA
FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
ID = IDENTIFICATION
IP = IRON PIPE
IR = IRON ROD OR REBAR
IRC = IRON ROD AND CAP
L = LENGTH OF CURVE
LB = LICENSED BUSINESS
L/A = LIMITED ACCESS
MON. = MONUMENTATION/MONUMENT
NO. = NUMBER
N/A = NOT APPLICABLE
NL = NAIL
N&D = NAIL & DISK
NT = NON-TANGENT
NTS = NOT TO SCALE
OR = OFFICIAL RECORD
ORB = OFFICIAL RECORD BOOK
PG. = PAGE
PLS = PROFESSIONAL LAND SURVEYOR
℗ = PROPERTY LINE
(P) = PLAT DATA
PB = PLAT BOOK
PC = POINT OF CURVATURE
PEF = PROGRESS ENERGY FLORIDA
PI = POINT OF INTERSECTION
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
P.O.T. = POINT ON TANGENT
PT = POINT OF TANGENCY
PROJ. = PROJECT
R = RADIUS
RR = RAILROAD
RGE. = RANGE
REF. = REFERENCE
R/W = RIGHT OF WAY
SEC. = SECTION
SR = STATE ROAD DEPARTMENT
T = TANGENT
TB = TANGENT BEARING
TC = TANGENT TO CURVE
TWP. = TOWNSHIP
UE = UTILITY EASEMENT

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE STANDARDS OF PRACTICE AS REQUIRED BY CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Martin J Shatto Digitally signed by Martin J Shatto
Date: 2024.07.30 12:25:31 -04'00'

MARTIN J. SHATTO, PSM
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219
THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 7/26/2024.

MARTIN JOSEPH SHATTO License Number 5219 STATE OF FLORIDA Registered Land Surveyor

SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 2 FOR SKETCH OF DESCRIPTION

UPDATE TITLE	D.WILLIAMS	07/26/2024
RENAME 53-235A TO 53-218C	D.WILLIAMS	07/26/2024
UPDATE TITLE	MIS	4/03/2024
REVISION	BY	DATE

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY

STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY

	BY	DATE
DRAWN	J. J PIERRE	03/03/2023
CHECKED	M. SHATTO	03/08/2023

WBQ DESIGN & ENGINEERING, INC. LB7963
201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801. PHONE: (407) 839-4300

DATA SOURCE: SEE NOTE 3 ABOVE

SECTION N/A

SHEET 3 OF 3

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 538 (POINCIANA PARKWAY - SEGMENT 2)
PROJECT NO. 538-235
PARCEL 53-218D
PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

A PORTION OF LOT 13 OF POMERANCE PARK, UNIT THREE, AN UNRECORDED SUBDIVISION LYING IN SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA, BEING A PORTION OF THE LANDS DESCRIBED AS PARCEL II IN OFFICIAL RECORDS BOOK 12995, PAGE 765, OF SAID PUBLIC RECORDS OF POLK COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 5-INCH BY 5-INCH CONCRETE MONUMENT WITH BRASS DISK STAMPED "OSCEOLA COUNTY T25S/R27E 1964 FLORIDA J" MARKING THE EAST QUARTER CORNER OF SECTION 36, TOWNSHIP 25 SOUTH, RANGE 27 EAST, OSCEOLA COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF SAID SECTION 36 SOUTH 00°41'53" WEST, A DISTANCE OF 2644.67 FEET TO NORTHWEST CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, AND THE POINT OF BEGINNING; SAID POINT BEING ON THE OSCEOLA/POLK COUNTY LINE; THENCE ALONG THE OSCEOLA/POLK COUNTY LINE SOUTH 27°04'46" EAST, A DISTANCE OF 565.46 FEET TO THE SOUTHWEST CORNER OF POMERANCE PARK UNIT TWO AS RECORDED IN PLAT BOOK 2, PAGE 55 OF THE PUBLIC RECORDS OF OSCEOLA COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF SAID LOT 13 NORTH 89°17'43" WEST, A DISTANCE OF 256.40 FEET TO THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 6; THENCE ALONG SAID WEST LINE NORTH 00°07'07" WEST, A DISTANCE OF 500.32 FEET TO THE POINT OF BEGINNING.

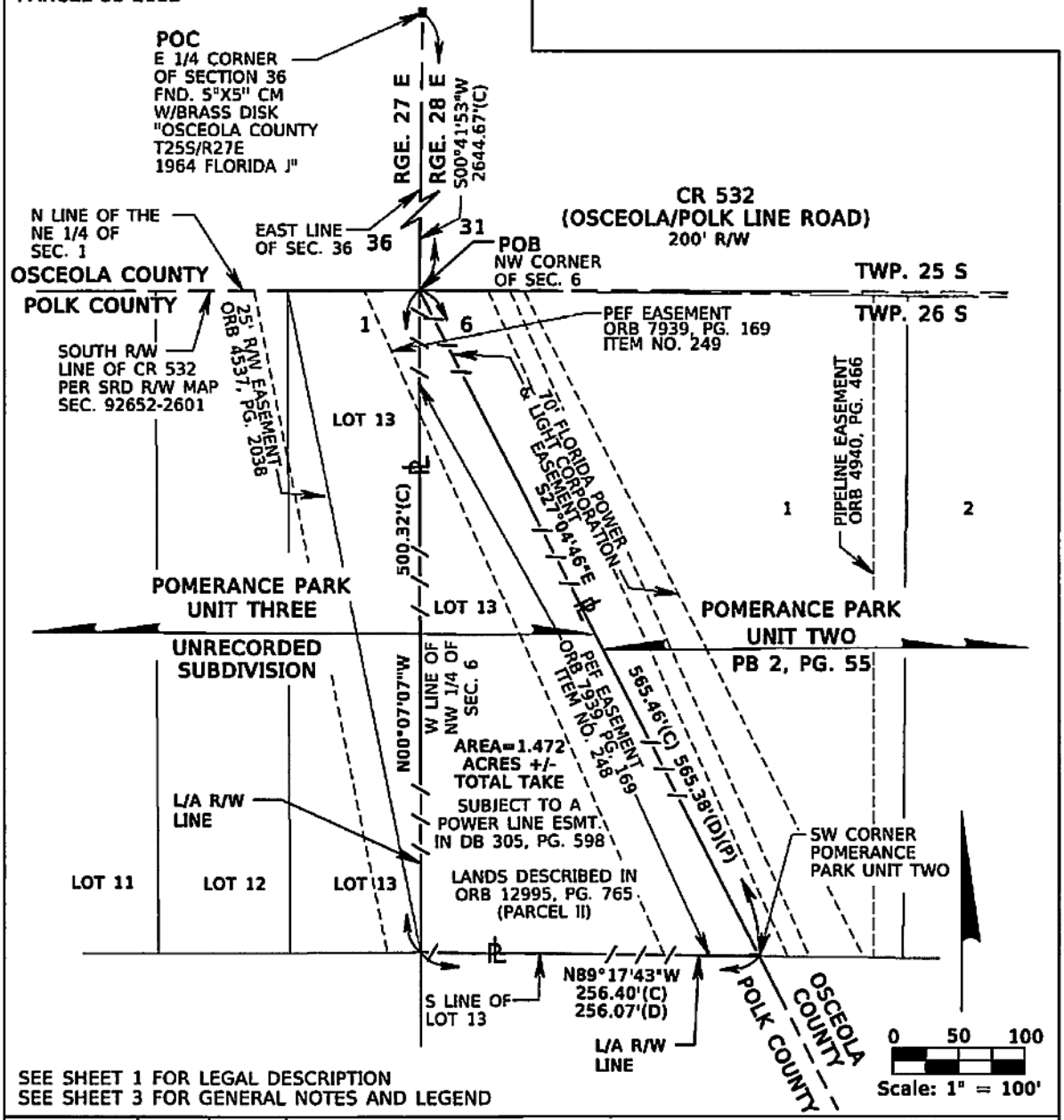
TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 538 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 1.472 ACRES, MORE OR LESS.

SEE SHEET 2 FOR SKETCH OF DESCRIPTION
SEE SHEET 3 FOR GENERAL NOTES AND LEGEND

			CENTRAL FLORIDA EXPRESSWAY AUTHORITY					
			SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY					
			STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY					
REVISED LANDS DESCRIBED IN ORB 6 PG	D.WILLIAMS	07/26/2024		BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7963 201 N MAGNOLIA AVE. SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300	DATA SOURCE: SEE GENERAL NOTES, SHEET 3	
RENAME 53-235B TO 53-218D	D.WILLIAMS	07/26/2024						
PARCEL I TO PARCEL II	D.WILLIAMS	06/28/2024	DRAWN	J. J PIERRE	03/06/2023			
REVISION	BY	DATE	CHECKED	M. SHATTO	03/14/2023		SECTION N/A	SHEET 1 OF 3

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 538 (POINCIANA PARKWAY - SEGMENT 2)
PROJECT NO. 538-235
PARCEL 53-218D



SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 3 FOR GENERAL NOTES AND LEGEND

REVISION	BY	DATE
REVISED LANDS DESCRIBED IN ORB & PG.	D.WILLIAMS	07/26/2024
RENAME 53-235D TO 53-218D	D.WILLIAMS	07/26/2024
PARCEL I TO PARCEL II	D.WILLIAMS	06/28/2024

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY

STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY

	BY	DATE
DRAWN	J. J PIERRE	03/06/2023
CHECKED	M. SHATTO	03/14/2023

WBQ DESIGN & ENGINEERING, INC. LB7963
201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300

DATA SOURCE:
SEE GENERAL NOTES, SHEET 3

SECTION N/A

SHEET 2 OF 3

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 538 (POINCIANA PARKWAY - SEGMENT 2)
PROJECT NO. 538-235
PARCEL 53-218D

GENERAL NOTES

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.

2. THE BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE NORTWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, BEING NORTH 00°07'07" WEST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.

3. PREPARED WITH THE BENEFIT PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NO. 30362-236 DATED 11/22/2020 AT 8:00 A.M., REVISED 7/23/2024, DATED 3/01/2023 AT 8:00 A.M., REVISED 7/23/2024, DATED 3/11/2024 AT 8:00 A.M., REVISED 7/23/2024 AND FILE NO. 30362-235B DATED 7/11/2024 AT 8:00 A.M., REVISED 7/23/2024.

LEGEND

CHD. = CHORD DISTANCE	ID = IDENTIFICATION	PC = POINT OF CURVATURE
CB = CHORD BEARING	IP = IRON PIPE	PEF = PROGRESS ENERGY FLORIDA
℄ = CENTERLINE	IR = IRON ROD OR REBAR	PI = POINT OF INTERSECTION
(C) = CALCULATED DATA	IRC = IRON ROD AND CAP	POB = POINT OF BEGINNING
CCR = CERTIFIED CORNER RECORD	L = LENGTH OF CURVE	POC = POINT OF COMMENCEMENT
CFX = CENTRAL FLORIDA EXPRESSWAY AUTHORITY	LB = LICENSED BUSINESS	P.O.T. = POINT ON TANGENT
	L/A = LIMITED ACCESS	PT = POINT OF TANGENCY
CO. = COUNTY	MON. = MONUMENTATION/MONUMENT	PROJ. = PROJECT
COR. = CORNER	NO. = NUMBER	R = RADIUS
CM = CONCRETE MONUMENT	N/A = NOT APPLICABLE	RR = RAILROAD
CR = COUNTY ROAD	NL = NAIL	RGE. = RANGE
CSX = CHESSIE SEABOARD CONSOLIDATED	N&D = NAIL & DISK	REF. = REFERENCE
D = DEGREE	NT = NON-TANGENT	R/W = RIGHT OF WAY
(D) = DEED DATA	NTS = NOT TO SCALE	SEC. = SECTION
DB = DEED BOOK	OR = OFFICIAL RECORD	SR = STATE ROAD
DR. = DRIVE	ORB = OFFICIAL RECORD BOOK	SRD = STATE ROAD DEPARTMENT
ESMT. = EASEMENT	PG. = PAGE	T = TANGENT
Δ = DELTA (CENTRAL ANGLE)	PLS = PROFESSIONAL LAND SURVEYOR	TB = TANGENT BEARING
FND. = FOUND	ℙ = PROPERTY LINE	TC = TANGENT TO CURVE
(F) = FIELD DATA	(P) = PLAT DATA	TWP. = TOWNSHIP
FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION	PB = PLAT BOOK	UE = UTILITY EASEMENT

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE STANDARDS OF PRACTICE AS REQUIRED BY CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Martin J Shatto Digitally signed by Martin J Shatto
Date: 2024.07.30 12:26:36 -04'00'

MARTIN J. SHATTO, PSM
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219
THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 7/26/2024.

MARTIN JOSEPH SHATTO License Number 5219 STATE OF FLORIDA Registered Land Surveyor

SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 2 FOR SKETCH OF DESCRIPTION

UPDATE TITLE	D.WILLIAMS	07/26/2024
RENAME 53-235B TO 53-218D	D.WILLIAMS	07/26/2024
UPDATE TITLE	MJS	4/02/2024
REVISION	BY	DATE

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY

STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY

	BY	DATE
DRAWN	I. J PIERRE	03/06/2023
CHECKED	M. SHATTO	03/14/2023

WBQ DESIGN & ENGINEERING, INC. LB7963
201 N MAGNOLIA AVE. SUITE 200, ORLANDO, FLORIDA, 32801. PHONE: (407) 839-4300

DATA SOURCE: SEE NOTE 3 ABOVE

SECTION N/A

SHEET 3 OF 3

EXHIBIT "C"

FORM OF SPECIAL WARRANTY DEED
FOR PROPERTY

THIS INSTRUMENT PREPARED BY
AND RECORD AND RETURN TO:

Richard N. Milian, Esq.
Nelson Mullins Riley and Scarborough LLP
390 N. Orange Ave., Suite 1400
Orlando, Florida 32801

R.E. Number:
28-26-06-000000-033050
27-26-01-000000-011050
28-26-06-000000-033020

Project SR 538

This deed constitutes a conveyance to a state agency of the State of Florida as part of an out-of-court settlement of condemnation proceedings and is not subject to documentary stamp tax. See, Department of Revenue Rules 12B-4.014(13), F.A.C.

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, is made effective as of the ____ day of _____, 202__ (the "**Effective Date**"), by **Mario Chiuccariello, Trustee of Charlotte Realty Trust, u/d/t dated Jan. 17, 2024**, whose address is 38 Church Street, Winchester, Massachusetts, 01890 ("**Grantor**"), to and in favor of **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body corporate and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes, whose address is 4974 ORL Tower Road, Orlando, Florida 32807 ("**Grantee**").

W I T N E S S E T H:

The Grantor, for and in consideration of the sum of Ten and 00/100 Dollars ($10.00) and other valuable consideration, the receipt of which is hereby acknowledged, subject to the matters listed herein, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee, all that certain land situate in Polk County, Florida, more particularly described in **EXHIBIT "A"** attached hereto and incorporated herein by this reference (the "**Property**").

TOGETHER, with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the Property in fee simple forever unto Grantee, its successor and assigns.

AND, Grantor hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good, right and lawful authority to sell and convey the Property and hereby warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through, or under Grantor.

SUBJECT TO all applicable zoning and other land use regulations or restrictions and those exceptions listed on **Exhibit "B"** attached hereto and incorporated herein by this reference (collectively, the "**Permitted Exceptions**"), but this reference shall not act to reimpose any of the same.

Grantor hereby agrees, acknowledges and understands that the Property is being acquired by Grantee in connection with a planned limited access highway project, and Grantee has the right, at any time, to record and establish the limited-access lines on and along real property owned by Grantee adjacent to any other real property owned or retained by the Grantor located adjacent to the any of Grantor's property. Grantor hereby waives and disclaims any claim against Grantee, in law or in equity, based upon the establishment of the limited-access lines. In no event shall Grantee be liable for any claims or damages based on the establishment of the limited-access lines, including, without limitation, any monetary, incidental, special, exemplary or consequential damages.

Grantor hereby releases and forever discharges Grantee, of and from all claims in law or in equity, which Grantor ever had, then has, or which any personal representative, successor, heir or assign of Grantor, thereafter can, shall or may have, against Grantee for, upon or by reason of any matter, cause or thing whatsoever, arising out of or in any way connected with Grantor's conveyance of the Property, including, without limitation, any claim for loss of access to Grantor's remaining property, severance damages to Grantor's remaining property, loss or diminution of access, light, air or view, business damages or any other damages.

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[SIGNATURE APPEARS ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the said Grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered
in the presence of:

_____

Print Name: _____

Address: _____

_____

_____

Print Name: _____

Address: _____

_____

"GRANTOR"
Charlotte Realty Trust, u/d/t dated Jan. 17, 2024

By: _____
Mario Chiuccariello, Individually and as Trustee

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization on this ____ day of _____, 202__, by Mario Chiuccariello, individually and as Trustee of Charlotte Realty Trust, u/d/t dated Jan. 17, 2024, who is personally known to me OR produced _____ as identification.

_____
Notary Public
Printed Name:_____
Commission No.:_____
My Commission Expires:_____

EXHIBIT "D"

DISCLOSURE OF INTERESTS IN REAL PROPERTY

TO: Central Florida Expressway Authority
Attn: Executive Director
4974 ORL Tower Road
Orlando, Florida 32807

FROM:

SUBJECT: CFX of _____ County Parcel Identification Number

sed that the undersigned, after diligent search and inquiry, hereby states under oath, and subject to the penalties for perjury, that the name and address of each person having a legal or beneficial interest in the Property is as follows:

Name	**Address**

(Note: Any person identified above who is an employee or elected official of the Central Florida Expressway Authority must be identified as such.)

I swear and affirm that the information furnished herein is accurate as of the date hereof, and I agree to promptly disclose any changes in the information contained herein, or any errors in such information.

This disclosure is made under oath, and I understand that I am subject to penalties for perjury for any false information contained herein.

This disclosure is made pursuant to Section 286.23, Florida Statutes, in connection with a conveyance of the Property to the Central Florida Expressway Authority.

WITNESSES:

"SELLER"

_____,
a _____

By:_____

Print Name:_____

Title:_____

_____

Print Name: _____

_____

Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn to before me by means of [ ] physical presence or [ ] online notarization on this ____ day of _____, 202__, by _____ as _____ of _____, a _____, on behalf of the organization. He/she is personally known to me OR produced _____ as identification.

_____
Notary Public
Printed Name:_____
Commission No.:_____
My Commission Expires:_____

RIDER TO PURCHASE AND SALE AGREEMENT
SR 538 Poinciana Pkwy Project Parcels 53-218 A-D

This Agreement is subject to SELLER's completion of an exchange pursuant to IRC Section 1031 of the United States Internal Revenue Code. BUYER agrees to cooperate reasonably with SELLER in effecting an exchange transaction which includes the Property pursuant to Section 1031, provided that the exchange shall be at SELLER's sole cost and expense, and not cause BUYER to actually take title to any property other than the Property described in Paragraph 2 herein. In addition, SELLER shall indemnify and hold BUYER harmless from any and all cost, expense or liability incurred solely as a result of BUYER's accommodating such tax deferred exchange. The provisions of this paragraph shall survive the Closing indefinitely.

BUYER: Central Florida Expressway Authority

SELLER: Charlotte Realty Trust

by _____

by _____
Mario Chiuccariello, Trustee

WITNESS: _____
David Cohen
49 Mount Pleasant Street
North Billerica, MA 01862

WITNESS: Andrea Shea Cirbee
Andrea Shea Cirbee
41 Lincoln Street
Winchester, MA 01890

CONSENT AGENDA ITEM #19

MEMORANDUM

TO: CFX Board Members

FROM: Cristina T. Berrios
Deputy General Counsel

DATE: June 2, 2025

SUBJECT: Approval of the Real Estate Purchase and Sale Agreement ("Agreement") between Pan Am Commerce Park, LLC and the Central Florida Expressway Authority ("CFX") for Project No. 538-234, Poinciana Parkway Extension, Parcel 53-351

Board approval of the Agreement between CFX and Pan Am Commerce Park, LLC and authorization for the Executive Director or designee to execute the Agreement and all documents necessary to complete the transaction with the authority to approve any non-substantial changes and closing costs as approved by legal counsel, is requested.

The Agreement was recommended for Board approval by the Right of Way Committee on May 28, 2025.

Dinsmore

Legal Counsel.

DINSMORE & SHOHL LLP
Two Landmark Center
225 East Robinson Street ^ Suite 600
Orlando, Florida 32801
www.dinsmore.com

LESLIE A. EVANS
E-MAIL ADDRESS
Leslie.Evans@Dinsmore.com

DIRECT LINE
(407) 367-0056

MEMORANDUM

TO: CFX Board Members

FROM: Leslie A. Evans Leslie A Evans
Right of Way Counsel
Dinsmore & Shohl, LLP

DATE: May 30, 2025

RE: Approval of Real Estate Purchase and Sale Agreement between Pan Am Commerce Park, LLC and the Central Florida Expressway Authority (CFX) for Project No. 538-234, Poinciana Parkway Extension (Parcel No.: 53-351)

BACKGROUND

The development of the State Road 538, Poinciana Parkway Extension Project ("Project") requires, among other items, that Central Florida Expressway Authority ("CFX"): (1) obtain certain permits and approvals from the South Florida Water Management District ("SFWMD"); and (2) acquire certain property currently owned by SFWMD ("SFWMD Property"). In exchange for such permits and approvals and conveyance of the SFWMD Property to CFX, SFWMD has required that CFX acquire and convey certain property to SFWMD ("Exchange Property"). Such Exchange Property will be used by SFWMD to offset/mitigate against SFWMD's loss of both the SFWMD Property, and any conservation, wetlands, and/or other environmentally sensitive areas impacted by the Project.

CFX intends to acquire the property described and depicted in **Attachment A** attached hereto (the "Property") as one of the requisite Exchange Properties for the Project. The Property encompasses Osceola County Parcel Identification Numbers: (i) R322528-4520000B0010; and (ii) R322528-000000300000. Based on the legal description and survey, the Property comprises approximately 96.410 +/- acres of vacant, undeveloped land. The Property is currently owned by Robert Shell Jr. and Lena J. Shell; Lorene B. Shell Trust; and Robert L. Shell Sr. Trust (collectively, "Current Owners"). On December 18, 2024, Pan Am Commerce Park, LLC ("Pan Am"), a private developer with plans of developing the Property, entered into a contract with the Current Owners to acquire the Property. Pan Am's contract with the Current Owners pre-dated SFWMD's identification of the Property as a potential Exchange Property.

CFX and Pan Am negotiated a purchase price of Four Million Seven Hundred Thousand and No/100 Dollars ($4,700,000.00) for the Property, as described in the Real Estate Purchase and Sale Agreement (the "Agreement") attached as **Attachment B**. With the goal of completing the sale quickly, the Agreement provides for a June 18, 2025, closing date to effectuate the Property's acquisition and conveyance from the Current Owners to Pan Am, and from Pan Am to CFX. Under the Agreement, each party is responsible for its own attorney's fees, expert fees, and costs, and Pan Am is responsible for the cost of title insurance premium and preparation and recordation of the Deed and other closing documents.

The attached Agreement was recommended for Board approval by the Right of Way Committee on May 28, 2025.

REQUEST

Approval of the Real Estate Purchase and Sale Agreement between Pan Am Commerce Park, LLC and CFX in the amount of Four Million Seven Hundred Thousand and No/100 Dollars ($4,700,000.00) for the Property and authorization of the Executive Director or her designee to execute all documents necessary to complete the transaction, with the authority to approve any non-substantial changes as approved by legal counsel.

ATTACHED EXHIBITS

A. Description and Depiction of the Property

B. Real Estate Purchase and Sale Agreement

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Attachment "A"

Project 538-234 & 538-235: Parcel 53-351

Attachment “B”

REAL ESTATE PURCHASE AND SALE AGREEMENT

[See next page]

REAL ESTATE PURCHASE AND SALE AGREEMENT
(Project 538-234; Parcel 53-351)

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT ("**Agreement**") is made and entered into as of the Effective Date (as hereinafter defined), by and between **PAN AM COMMERCE PARK, LLC**, a Florida limited liability company, whose address is 350 South Osceola Avenue, Suite 1, Orlando, Florida 32801, Attn: Michael D. Stuart ("**Seller**"), and **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body corporate and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes, whose address is 4974 ORL Tower Road, Orlando, Florida 32807 ("**Purchaser**").

W I T N E S S E T H:

WHEREAS, Seller is under contract with Robert Shell Jr. and Lena J. Shell; Lorene B. Shell Trust; and Robert L. Shell Sr. Trust as the current landowner ("Current Owner") dated December 18, 2024, as amended by that certain Addendum to Contract #1 dated February 2, 2025, and as further amended by that certain Addendum to Contract #2 dated March 24, 2025 (the "**Underlying Contract**") to acquire that certain real property located within Osceola County, Florida consisting of the following Osceola County Parcel Identification Numbers: (i) R322528-4520000B0010, and (ii) R322528-000000300000, collectively comprising 96.410 +/- acres of land, more or less, as more particularly described on **Exhibit "A"** attached hereto and incorporated herein by this reference (collectively, the "**Property**"). The parties acknowledge and agree that **Exhibit "A"** contains a preliminary depiction of the Property, with the actual metes and bounds legal description to be mutually agreed upon by the parties as contained on the Survey (hereinafter defined), as updated, and the parties shall substitute **Exhibit "A"** with an updated legal description and Survey (as applicable) upon final approval by the parties; and

WHEREAS, Seller desires to sell and convey the Property to Purchaser, and Purchaser desires to acquire from Seller the Property in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the premises, the payment of Ten and No/100 Dollars ($10.00) in hand paid by Purchaser to Seller, the mutual covenants and agreements herein set forth, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereto do hereby covenant and agree as follows:

1. **Recitals**. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **Agreement to Buy and Sell**. Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller the Property in the manner and upon the terms and conditions set forth in this Agreement.

3. **The Property**. For purposes of this Agreement the term "**Property**" shall also include all of Seller's right, title, and interest in, to, and under: (i) all tenements, hereditaments, and appurtenances relating thereto or associated therewith, (ii) all improvements, buildings, and

fixtures, if any, situated thereon, (iii) any permits, approvals, authorizations, and licenses relating to or affecting the Property which Purchaser approves, but only to the extent applicable to the Property, (iv) all right, title, and interest of Seller in and to any street, road, alley, or avenue adjoining such Property, and (v) all of Seller's right, title, and interest in any strip, hiatus, gore, gap, or boundary adjustment area adjoining or affecting such Property, and (vi) all riparian and other water rights relating to such property and all right, title, or interest of Seller in any body of water situated on, under, or adjacent to such property. Seller further agrees to transfer, assign, and convey to Purchaser at closing, at no additional cost or expense, all of Seller's right, title, and interest, if any, in any permits, authorizations, zoning approvals, vested rights agreements, concurrency reservation agreements, impact fee agreements, impact fee credits, entitlements, concurrency reservations, zoning densities, governmental or third-party approvals, and any other similar entitlements or development rights relating to the Property, but only to the extent applicable to the Property.

4. **Purchase Price and Method of Payment**. The purchase price to be paid by Purchaser to Seller for the Property shall be **Four Million Seven Hundred Thousand and No/100 Dollars ($4,700,000.00)** ("**Purchase Price**"), based upon approximately 96+/- gross acres of land, as certified by the Survey (as defined in Section 5(a) below). The Purchase Price shall be paid as follows:

(a) A deposit is intentionally waived by the parties hereto.

(b) Purchaser shall deliver the full Purchase Price, minus the previously delivered Deposit, if any, to the Closing Agent (as defined in Section 8 below) by wire transfer of immediately available funds at Closing (as hereinafter defined in Section 8 below) which funds shall be deposited into escrow and then applied and disbursed by the Closing Agent in accordance with the procedure, credits, adjustments, and prorations set forth in Section 8 below.

5. **Survey and Title Matters**.

(a) Survey. Attached hereto as **Exhibit E** and incorporated herein by reference is a survey of the Property (the "**Survey**") as prepared by DC Johnson Associates, a registered surveyor licensed in the State of Florida (the "**Surveyor**"). At the time of the Closing, the Survey, as updated: (i) shall be currently dated; (ii) shall contain a metes and bounds legal description of the Property substantially consistent in all material respects of the graphic depiction of the Property set forth in **Exhibit "A"** attached hereto to be mutually agreed upon by the parties; (iii) shall show, among other things, the location on the Property of all improvements, fences, evidences of abandoned fences, easements, roads, and rights-of-way; (iv) shall identify all roads, easements, and rights-of-way, and in the case of those created by recorded instruments, shall give the recording information for such instruments; (v) shall include the number of gross acres and square feet within the Property; (vi) shall be certified to Seller, Purchaser, Title Company (as defined below); and (vii) shall be in form and content which shall enable the Title Company to delete the standard survey exception and to issue a survey endorsement to the Title Policy (as defined below). The Surveyor's seal shall be affixed to the Survey.

(b) Title Insurance. Attached hereto as **Exhibit C** and incorporated herein by reference is a title commitment of the Property dated April 22, 2025, naming Purchaser as proposed

insured (the "**Title Commitment**"), as prepared by Fidelity National Title Insurance Company (the "**Title Company**"), issued by Shutts & Bowen LLP (the "**Title Agent**"). The Title Commitment sets forth the state of title to the Property as of the commitment date stated on the Title Commitment ("Commitment Date") together with all exceptions or conditions to such title, including, but not limited to, all easements, restrictions, rights-of-way, covenants, reservations, and all other encumbrances affecting the Property which would appear in an owner's policy of title insurance if issued, and requires Seller to obtain fee simple marketable title from the Current Owner as more particularly set forth therein (the "**Title Policy**"). The Title Commitment has initially been based on the legal description of the Property as set forth in **Exhibit "A"** attached hereto and shall be updated upon the parties' approval of an updated legal description and Survey of the Property. Purchaser shall have the rights set forth in subparagraph (c) below with respect to any new matters contained on said update or endorsement of the Title Commitment arising after the Commitment Date.

(c) Title and Survey Objection. It is specifically understood and agreed that, without limitation, Purchaser hereby objects to and will require the removal, correction, or deletion of (i) all standard exceptions set forth in the Title Commitment except for taxes for the year of closing and thereafter which are not yet due and payable (subject to a specific reading of the Survey as to any survey exceptions required by the Title Company), (ii) any gap, overlap, boundary dispute, hiatus, or encroachment identified on the Survey which affects the Property and (iii) all mortgages, monetary liens, or similar encumbrances, and Purchaser will require the deletion or satisfaction of all Requirements set forth in Schedule B, Part I of the Title Commitment. Further, it is understood and agreed that Purchaser hereby objects to, and shall require Seller to release the Property of record from, any financial obligation related to any declarations, covenants, and restrictions. The following matters set forth in the Title Commitment and the Survey shall be referred to collectively herein as the "**Permitted Exceptions**": Items 2, 4, 5, and 6 on Schedule B, Part II.

(d) No Additional Encumbrances. It shall be a condition to Purchaser's obligation to proceed with Closing that between the Commitment Date and the date of Closing, no new survey or title matter not approved or deemed approved by Purchaser pursuant to this Section 5 shall have arisen, unless the same is either: (i) caused by or through the acts or omissions of Purchaser, (ii) discharged or endorsed over to Purchaser's reasonable satisfaction in Purchaser's title policy at Closing; or (iii) consented to or agreed to by Purchaser in writing pursuant to the terms of this Agreement. From and after the Commitment Date, Seller shall not, without obtaining Purchaser's prior written consent in each instance, create, incur, consent to or permit to exist, any easement, restriction, right-of-way, reservation, mortgage, lien, pledge, encumbrance, lease, license, occupancy agreement, or legal or equitable interest, which in any way affects the Property or any portion thereof (except those called for in this Agreement) other than those of record as of the Commitment Date and those that will be satisfied by Seller and released of record at Closing, and Seller hereby covenants that Seller shall comply with and abide by all of the terms and provisions of such existing easements, restrictions, rights-of-way, reservations, mortgages, liens, pledges, encumbrances, leases, licenses, occupancy agreements, and agreements through the date of Closing hereunder. Not more than ten (10) days prior to Closing, Seller shall cause the Title Company to update by endorsement the Title Commitment to a date within twenty (20) days of the date of Closing (the "**Update Endorsement**"), which endorsement, together with legible copies of any additional matters identified therein, shall be delivered to Purchaser. If the Update

Endorsement includes any additional requirements in Schedule B-Section I, Seller must satisfy the same prior to Closing at Seller's sole cost and expense unless said new requirements were caused by an action of Purchaser. If the Update Endorsement includes any exceptions in Schedule B-Section II that are not already Permitted Exceptions, then Purchaser shall have the right upon written notice to Seller to extend the Closing Date by up to thirty (30) days to permit Seller to cure such new exception(s), and Seller must take all actions reasonably necessary to delete the same prior to the Closing unless said new exceptions were caused by an action of the Purchaser or unless Purchaser consents in writing to the same as a Permitted Exception prior to Closing; provided, however, Seller shall not be required to expend more than $50,000.00 or commence any legal proceeding in order to cause such deletion, unless such new exception is caused by the intentional or willful acts of Seller after the initial date of the Survey or Title Commitment as applicable, in which case Seller shall be required to cure such new exception. Notwithstanding any provision contained in this Agreement to the contrary, in addition to Seller's obligation to cure any new title or survey matters caused by the intentional or willful acts of Seller after the initial date of the Survey or Title Commitment as applicable, Seller shall be required to pay and satisfy any mortgages or other liens on the Property at or prior to Closing which can be cleared by the payment of money, other than liens created by Purchaser. Seller's failure to satisfy said requirements and/or delete said exceptions shall be a default under the Agreement by Seller.

6. <u>Inspection Rights</u>.

(a) At all times before Closing, Purchaser shall have the right, in Purchaser's sole discretion and at Purchaser's expense, to perform any and all Inspections (as more particularly defined below) Purchaser desires to perform, including but not necessarily limited to the following: (i) having the Property tested, surveyed, and inspected to determine if the Property contains any Hazardous Substances (hereinafter defined), wastes, materials, pollutants, or contaminants and obtaining a hazardous waste report prepared by a registered engineer, which report shall be satisfactory to Purchaser in its sole discretion; (ii) having the Property tested, surveyed, and inspected to determine if the Property contains any endangered or threatened species of animal life or endangered, threatened, or commercially exploited plants on or under it, including, without limitation, any jurisdictional wetlands, such that any state or federal agency, department, or commission would disallow the use of the Property intended by Purchaser or require Purchaser to relocate any such species, plants, or wetlands, and obtaining an endangered species and habitat report, satisfactory to Purchaser in its sole discretion; and (iii) investigating the physical and economic feasibility of developing the Property, including without limitation obtaining studies (such as topographical, environmental, and engineering studies) and investigation of all applicable building, zoning, environmental, and other codes, ordinances, statutes, rules, and regulations affecting the Property, stormwater management, zoning, and development standards, impact and development fees, drainage conditions, soils, other environmental factors, sewer and water utility capacity and availability factors, and any other factors whatsoever considered appropriate by Purchaser in its sole and absolute discretion.

As used herein, "**Hazardous Substances**" shall mean and include all hazardous and toxic substances, wastes, or materials, any pollutants or contaminates (including, without limitation, asbestos and raw materials which include hazardous components), or other similar substances or materials which are included under or regulated by any local, state, or federal law, rule, or regulation pertaining to environmental regulation, contamination, or clean-up, including,

without limitation, "CERCLA", "RCRA", or state superlien or environmental clean-up statutes (all such laws, rules and regulations being referred to collectively as "**Environmental Laws**").

(b) Delivery of Information Relating to Property. Seller has delivered to Purchaser copies of a Phase I Environmental Report and an Environmental Assessment Report prepared by Bio-Tech Consulting, LLC dated May 13, 2025 ("**Environmental Reports**").

(c) Access to Property. Purchaser and its agents, employees, and contractors shall at all times before Closing have the right of going upon the Property as needed to inspect, examine, survey, appraise, and otherwise undertake those actions which Purchaser, in its sole discretion, deems necessary or desirable to determine the suitability of the Property for Purchaser's use or development, including without limitation performing any inspection desired by Purchaser. Said privilege shall include, without limitation, the right to perform appraisals, make surveys, soils tests, borings, percolation tests, compaction tests, environmental tests, and tests to obtain any other information relating to the surface, subsurface, and topographic conditions of the Property, all of the foregoing (hereinafter collectively referred to as the "**Inspections**") to be performed at Purchaser's expense. Purchaser covenants and agrees that such activities shall not cause any damage to Seller or the Property and that the Property shall be restored to substantially the same condition as existed immediately prior to Purchaser's inspection activities pursuant to this Section 6, in the event Purchaser does not acquire same. To the extent permitted by law and without waiving sovereign immunity and any of the protections afforded by Section 768.28, Florida Statutes, and within the limits of liability established under Section 768.28, Florida Statutes, Purchaser shall at all times indemnify, save harmless, and defend Seller from and against any and all claims, liabilities, losses, costs, lawsuits, disputes, damages, and expenses (including reasonable attorneys' fees whether incurred at or before the trial level or in any appellate proceedings) which Seller may suffer, sustain, or incur to the extent arising out of the negligence of Purchaser in the exercise of its rights under this Section 6, including, without limitation, any damage to the Property or to any person or other real or personal property, and including the filing of any mechanics' or other statutory or common law lien or claims against the Property or any part thereof, except to the extent that any such claims, liabilities, losses, costs, lawsuits, disputes, damages, and expenses arise out of or relate to the discovery of a pre-existing condition on the Property or are caused by the Seller's gross negligence or willful misconduct. This provision shall survive Closing or earlier termination of this Agreement.

7. Conditions Precedent to Purchaser's Obligation to Close. Purchaser's obligation to purchase the Property shall be expressly conditioned upon the fulfillment of each of the following conditions precedent (collectively, the "**Conditions to Close**") on or before the date or dates hereinafter specifically provided and in no event later than the date of Closing:

(a) Seller shall have delivered to Purchaser a general warranty deed duly executed and acknowledged conveying marketable fee simple title to the Property to Purchaser free and clear of any tenancies or other rights of any parties in possession, subject only to the Permitted Exceptions and otherwise in a form reasonably acceptable to Purchaser;

(b) Purchaser shall have approved the status of title to the Property in accordance with Section 5 and Title Company shall be in a position to issue the Owner's Title

Insurance Policy on the Property to Purchaser in the full amount of the Purchase Price, with all Schedule B, Part I requirements met;

(c) There shall have been no material change in the condition or use of the Property since the date of the Environmental Reports;

(d) Seller shall have executed such documents as are reasonably required by Purchaser or its counsel to properly consummate the closing;

(e) The representations, warranties, and covenants of Seller contained in this Agreement shall be true and correct as of the Closing Date (hereinafter defined) in all material respects and Seller shall sign a certificate to that effect at Closing;

(f) Seller shall have performed and complied with all covenants and agreements contained herein which are to be performed and complied with by Seller at or prior to the Closing;

(g) The Property shall not have been materially affected by any legislative or regulatory change, or any flood, accident, or other materially adverse event that would prevent or prohibit Purchaser's intended use or development;

(h) The Property shall not have been subjected to or made a part of a homeowners or other property owners association; and

(i) No later than twenty (20) days prior to the Closing Date, Seller shall have delivered to Purchaser copies of any surveys, studies, documents, investigations, tests, leases, licenses, title insurance policies, permits, any association documents, easements, environmental reports and audits, plats, site plans, development plans, and other similar documents or materials in Seller's, or Seller's agents', consultants', employees', or contractors' possession, custody, or control which may aid Purchaser in its investigation of the Property (collectively, the "**Seller's Due Diligence Materials**") and certified in writing to Purchaser its compliance herewith. All of Seller's Due Diligence Materials may be used by Purchaser in such manner as it desires.

(j) Purchaser may at any time or times on or before Closing, at its election, subject to restrictions of law, waive any of the foregoing conditions to its obligations hereunder and the consummation of such sale, but any such waiver shall be effective only if contained in writing signed by Purchaser and delivered to Seller.

(k) In the event any of the foregoing conditions or other conditions to this Agreement are not fulfilled or waived by Purchaser prior to the date of Closing, Purchaser may elect, as its sole and exclusive remedy, to: (i) terminate this Agreement, upon which Seller shall return to CFX the Deposit, if any, within ten (10) days after its receipt of such termination notice, (ii) waive any outstanding Conditions to Close and proceed to close and acquire the Property without adjustment to the Purchaser Price; or (iii) waive any of the Conditions to Close and enter into a post-closing escrow agreement establishing a time certain to complete the unfinished conditions and the provision of a method to financially secure any post-closing obligations.

8. Closing Date and Closing Procedures and Requirements.

(a) Closing Date. The closing (the "**Closing**") shall occur at **4:00 p.m. June 18, 2025**, unless the parties otherwise agree in writing as to an earlier time and date ("**Closing Date**"). The Closing shall occur at the offices of the Title Agent ("**Closing Agent**"), or any other place and time which is mutually agreed to in advance in writing by all the parties. Notwithstanding the foregoing, the Closing may occur in escrow by mail, electronic transmission, and/or overnight courier upon mutual agreement of the parties. The Closing Agent shall prepare all documents for Closing and act as escrow agent. The Seller shall have the right to extend the Closing Date for up to an additional fifteen (15) days in order to secure the complete performance of Current Owner under the Underlying Contract, including the execution and delivery of any necessary closing documents to be signed by Current Owner, under the Underlying Contract. The Parties acknowledge and agree that Purchaser's obligation to close on June 18, 2025, is additionally conditioned on Seller's delivery of the final closing statement to Purchaser no later than noon on Friday, June 13, 2025, so that Purchaser can deliver the Purchase Price to the Closing Agent by the Closing Date. Accordingly, in the event Seller shall have failed to timely deliver the final closing statement to Purchaser, (i) Purchaser shall not be in default under this Agreement for failure to close on June 18, 2025; and (ii) the Closing Date shall be extended to the date that is five (5) business days after Seller has delivered the final closing statement to Purchaser or other date mutually agreeable between the Parties.

(b) Simultaneous Acquisition and Reconveyance. Prior to the Closing, Purchaser shall deliver the Purchase Price to the Escrow Agent. Seller shall: (i) acquire the Property in accordance with the Underlying Contract, Survey and the title commitment attached hereto and incorporated by reference herein as **Exhibit "D"** (Seller's Title Commitment"); and (ii) obtain fee simple title to the Property by Warranty Deed from the current landowners with an owner's policy issued by the Title Company reflecting Seller as the insured and with the removal of Items 1 through 10 on Schedule B, Part I, of the Seller's Title Commitment, the removal or satisfaction of all additional requirements which may be added by the Title Company, and the removal of all Exceptions on Schedule B, Part II, of the Seller's Title Commitment other than those corresponding to the Permitted Exceptions being issued by the Title Company to Seller in conjunction therewith. Immediately thereafter, Seller shall convey the Property to the Purchaser in accordance with an updated Survey and Title Commitment that is certified and issued to the Purchaser, and deliver fee simple title to the Property by Warranty Deed as required by Section 8(c) herein with an Owner's Policy reflecting Purchaser as the insured being issued by the Title Company in conjunction therewith.

(c) Conveyance of Title. At the Closing, Seller shall execute and deliver to Purchaser a general warranty deed conveying fee simple marketable record title to the Property to Purchaser, free and clear of all liens, special assessments, easements, reservations, restrictions, and encumbrances whatsoever, excepting only the Permitted Exceptions ("**Deed**"). In the event any mortgage, lien, or other encumbrance encumbers the Property at Closing and is not paid and satisfied by Seller prior to Closing, such mortgage, lien, or other encumbrance shall, at Purchaser's election, be satisfied and paid with the proceeds of the Purchase Price. Seller and Purchaser agree that such affidavits, documents, resolutions, certificates of good standing, and certificates of authority as may be necessary to carry out the terms of this Agreement shall be executed and/or delivered by such parties at the time of Closing, including, without limitation, an owner's affidavit

in form sufficient to enable the Title Company to delete all standard title exceptions other than survey exceptions from the Title Policy and a certificate duly executed by Seller certifying that Seller is not a foreign person for purposes of the Foreign Investment in Real Property Tax Act (FIRPTA), as revised by the Deficit Reduction Act of 1984 and as may be amended from time to time.

(d) Disclosure Affidavit. At the Closing, Seller shall execute an affidavit disclosing each person or entity having a legal or beneficial interest in the Property as required under Section 286.23, Florida Statutes, as it may be amended from time to time. Such disclosure shall be made in the form of **Exhibit "B"** attached hereto and incorporated herein by this reference. Seller shall make such disclosure under oath, subject to the penalties for perjury. Seller waives the notice provision of Section 286.23(2), Florida Statutes and warrants that both affidavits shall disclose those persons or entities holding less than five (5%) percent of the beneficial interest of the disclosing entity.

(e) Prorating of Taxes and Assessments. All real property ad valorem taxes, general and special assessments, and charges applicable to the Property shall be prorated as of the Closing Date between Seller and Purchaser, but specifically excluding all assessments assessed by any property owner's association, which if any will be paid in full by Seller on or before the Closing Date. Prior to Closing, Seller shall deliver to Purchaser an estoppel letter from each and any property owner's association confirming the amount of all outstanding assessments, fees, and charges due for the Property as of the Closing Date. At Closing, the Seller shall pay the Purchaser (or the Closing Agent) Seller's pro rata share as of the Closing Date of such other taxes, assessments, and charges as determined by any and all applicable federal, state, county, municipal, or other governmental department or entity, or any authority, commission, board, bureau, court, community development district, or agency having jurisdiction over the Property ("**Governmental Authority**"). Delivery of such tax payment to Osceola County along with a copy of the Deed and a request to Osceola County Tax Collector to remove the Property from the tax roll at Closing shall be the responsibility of the Closing Agent and shall occur at the Closing. If the real property ad valorem taxes, general assessments, and charges applicable to the Property are not available at Closing, then they shall be estimated based upon the most recent information available, and after the taxes are assessed for the then current year, Purchaser and Seller shall adjust the amount actually due by a new proration based on the actual tax bill and, upon demand, the proper party shall promptly pay the differential in cash to the other party.

(f) Special Assessments. Seller shall pay all special assessments to the extent applicable to the Property, in full on or before the Closing Date.

(g) Closing Costs. Seller shall pay the following Closing costs: (i) all real property transfer and transaction taxes and levies relating to the purchase or sale of the Property, if any, including, without limitation, the documentary stamps which shall be affixed to the Deed, (ii) the title insurance premium for the Title Commitment and Title Policy equal to the Purchase Price to be issued by Title Agent, (iii) the cost of recording the Deed, (iv) preparation and recordation of any instruments necessary to correct title, and (v) all of the real estate sales commissions set forth herein, if applicable. The Closing Agent shall prepare, at Seller's expense, all Closing documents. Other than the aforementioned document preparation costs, each party

shall pay its own attorneys' fees, expert fees, and costs. Purchaser shall pay for all costs and expenses incurred with respect to its inspections of the Property.

9. Warranties and Representations of Seller. To induce Purchaser to enter into this Agreement and to purchase the Property, Seller, in addition to the other representations and warranties expressly set forth herein, makes the following representations and warranties, each of which is being made as of the Effective Date and the date of Closing, is material and is being relied upon by Purchaser and shall survive Closing hereunder for a period of twelve (12) months; provided all of such representations, warranties and covenants (whether in this Section 9 or elsewhere in the Agreement) are all subject to the terms and conditions of the Underlying Contract, and are limited, conditioned and to be construed to the extent and in the context that Seller does not now own, occupy or possess the Property and only has the rights and interests of the purchaser under the Underlying Contract, and to the extent assignable, Seller hereby agrees to assign to Purchaser effective as of the Closing all of its rights and interests with respect to representations and warranties made by Current Owner in connection with the transaction contemplated under the Underlying Contract:

(a) That Seller, pursuant to the Underlying Contract and as outlined in Section 8(b) hereinabove, has the right to acquire and shall acquire, fee simple marketable record title to the Property, free and clear of all liens, special assessments, easements, reservations, restrictions, and encumbrances other than the Permitted Exceptions, and there are no tenancy, rental, or other occupancy agreements affecting the Property.

(b) There will be no tenant(s) remaining on the Property, or asserting a right to possession of the Property as of the Closing Date. Seller shall indemnify and hold Purchaser harmless from any suit or claim, including monetary damages, brought by a tenant or any person or entity asserting a claim of possession.

(c) That Seller has not received any written notice and has no actual knowledge that the Property or any portion or portions thereof is or will be subject to or affected by (i) any special assessments, whether or not presently a lien thereon, which special assessments or liens will be discharged by Seller prior to or at Closing, or (ii) any condemnation, eminent domain, change in grade of public streets, or similar proceeding, other than from Purchaser.

(d) That to Seller's knowledge, there are no actions, suits, or proceedings of any kind or nature whatsoever, legal or equitable, affecting the Property or any portion or portions thereof or relating to or arising out of the ownership of the Property, in any court or before or by any federal, state, county, or municipal department, commission, board, bureau, or agency or other governmental instrumentality.

(e) Seller is a Florida limited liability company duly organized and validly existing under the laws of the State of Florida and registered to do business in the State of Florida; Seller has taken all the necessary action under its organizational documents and the individual(s) executing this Agreement has the full right, power, and authority to enter into and deliver this Agreement and to consummate the purchase and sale of the Property in accordance herewith and to perform all covenants and agreements of Seller hereunder.

(f) Seller has no knowledge or notice that any present default or breach exists under any mortgage or other encumbrance affecting the Property or any covenants, conditions, restrictions, rights-of-way, or easements which may affect the Property or any portion or portions thereof and that no condition or circumstance exists which, with the passage of time and/or the giving of notice, or otherwise, would constitute or result in a default or breach under any such covenants, conditions, restrictions, rights-of-way, or easements.

(g) No commitments have been made to any governmental authority (other than Purchaser), utility company, church or other religious body, or any homeowners association, property owners association, or to any other organization, group, or individual, relating to the Property which would impose an obligation upon Purchaser or its successors or assigns to make any contribution or dedications of money or land or to construct, install, or maintain any improvements of a public or private nature on or off the Property, and no governmental authority has imposed any requirement that any developer of the Property pay directly or indirectly any special fees or contributions or incur any expenses or obligations in connection with any development of the Property or any part thereof. The provisions of this section shall not apply to any general real estate taxes.

(h) To the best of Seller's knowledge, neither the Property nor beneath the surface of the Property has ever been used by previous owners and/or operators or Seller to generate, manufacture, refine, transport, treat, store, handle, or dispose of any Hazardous Substances and Seller has not received any written notice that the Property or beneath the surface of the Property has ever been used by previous owners and/or operators or Seller to generate, manufacture, refine, transport, treat, store, handle, or dispose of any Hazardous Substances. To the best of Seller's knowledge, the Property has never contained nor does it now contain either asbestos, PCBs, or other toxic materials, whether used in construction or stored on the Property. Seller has not received a summons, citation, directive, letter, or other communication, written or oral, from any agency or Department of the State of Florida or the U.S. Government concerning any intentional or unintentional action or omission on Seller's part which has resulted in the releasing, spilling, leaking, pumping, pouring, emitting, emptying, or dumping of Hazardous Substances on the Property.

(i) To the best of Seller's knowledge, there are no pollutants, contaminants, petroleum products, or petroleum by-products, toxins, carcinogens, asbestos, or Hazardous Substances on or beneath the surface of the Property, which Seller or any other person or entity has placed or caused or allowed to be placed upon the Property, and which have caused or which may cause any investigation by any agency or instrumentality of government, which are or may be on the Property in violation of any law or regulation of any local, state, or federal government, or which are or may be a nuisance or health threat to occupants of the Property or other residents of the area.

(j) Except as set forth in the Underlying Contract, no person or legal entity other than Purchaser has any right or option whatsoever to acquire the Property or any portion or portions thereof or any interest or interests therein.

(k) That the execution and delivery of this Agreement and the consummation of the transaction contemplated herein shall not and do not constitute a violation or breach by

Seller of any provision of any agreement or other instrument to which Seller is a party or to which Seller may be subject although not a party, nor result in or constitute a violation or breach of any judgment, order, writ, injunction, or decree issued against Seller.

(l) Seller is a United States resident, not a foreign person (as such terms are defined in the Internal Revenue Code and Income Tax Regulations), for purposes of U.S. income taxation, and no withholding of sale proceeds is required with respect to Seller's interest in the Property under Section 1445(a) of the Internal Revenue Code.

(m) That each and every one of the foregoing representations and warranties is true and correct as of the Effective Date, will remain true and correct throughout the term of this Agreement, and will be true and correct as of the Closing Date.

(n) All of Seller's representations, warranties, covenants and obligations contained in this Section 9, and elsewhere in this Agreement, are limited, conditioned, and construed to the extent and in the context that Seller as of the date of this Agreement, and until the closing occurs pursuant to the Underlying Contract, does not and has not owned or been in possession or occupancy of the Property, that they are subject to the terms and conditions of the Underlying Contract, and that Seller only has the rights and interests of the purchaser under the Underlying Contract.

(o) In the event that changes occur as to any information, documents or exhibits referred to in the subparagraphs of this Section 9, or in any other part of this Agreement, of which Seller has knowledge, Seller will immediately disclose same to Purchaser when first available to Seller; and in the event of any change which may be deemed by Purchaser in its sole discretion to be materially adverse, Purchaser may, at its election, terminate this Agreement. Provided, Purchaser shall not have the right to terminate this Agreement after the closing under the Underlying Contract, unless the foregoing changes which occur relating to any information, documents or exhibits are first known to Seller or Purchaser after the closing under the Underlying Contract. For purposes of this Agreement, whenever the phrase "to Seller's knowledge," or the "knowledge" of Seller or words of similar import are used, they shall be deemed to refer to facts within the actual knowledge of Michael D. Stuart and no others without duty of inquiry or investigation whatsoever. Purchaser acknowledges that Michael D. Stuart is named above solely for the purpose of defining the scope of Seller's knowledge and not for the purpose of imposing any liability on or creating any duties running from Michael D. Stuart.

10. <u>Warranties and Representations of Purchaser</u>. To induce Seller to enter into this Agreement, Purchaser, in addition to the other representations and warranties set forth herein, makes the following representations and warranties, each of which is being made as of the Effective Date and the date of Closing, is material and is being relied upon by Seller and shall survive Closing hereunder for a period of twelve (12) months:

(a) That Purchaser has the full right, power, and authority to enter into and deliver this Agreement and to consummate the purchase and sale of the Property in accordance herewith and to perform all covenants and agreements of Purchaser hereunder.

(b) That to the best of Purchaser's actual knowledge without investigation or inquiry, the execution and delivery of this Agreement and the consummation of the transactions contemplated herein shall not and do not constitute a violation or breach by Purchaser of any provision of any agreement or other instrument to which Purchaser is a party or to which Purchaser may be subject although not a party, nor result in or constitute a violation or breach of any judgment, order, writ, injunction, or decree issued against Purchaser.

(c) That each and every one of the foregoing representations and warranties is true and correct as of the Effective Date, will remain true and correct throughout the term of this Agreement, and will be true and correct as of the Closing Date.

(d) That in the event that changes occur as to any of the foregoing representations and warranties of Purchaser contained in this Section 10 of which Purchaser has knowledge, Purchaser will immediately disclose same to Seller when first available to Purchaser.

11. Seller's Affirmative Covenants. In addition to the other covenants and undertakings set forth herein, Seller makes the following affirmative covenants, each of which shall survive Closing hereunder, but each of which are all subject to the terms and conditions of the Underlying Contract, and are limited, conditioned and to be construed to the extent and in the context that Seller does not now own, occupy or possess the Property and only has the rights and interests of the purchaser under the Underlying Contract:

(a) From and after the Effective Date and until physical possession of the Property has been delivered to Purchaser, Seller, to the extent of its rights and obligations under the Underlying Contract, will keep and maintain all of the Property in good order and condition and will comply with and abide by all laws, ordinances, regulations, and restrictions affecting the Property or its use. Prior to Closing, to the extent of its rights and obligations under the Underlying Contract, Seller will pay all taxes and assessments prior to the due date thereof, will not commit or permit any waste or nuisance with respect thereto, and will not undertake or permit any grading or any cutting of timber thereon.

(b) If any, Seller will maintain in full force and effect all policies of insurance now in force, insuring the Property against loss from damage or destruction.

(c) At Closing, Seller shall transfer, assign, and convey to Purchaser all of Seller's right, title, and interest in and to all utilities and utility commitments which service or pertain in any manner to the Property, including, without limitation, any water or sewer connections which have been allocated in any manner to the Property or to Seller as owner of the Property and Seller's position on any waiting list relating to any such water or sewer connections.

(d) From and after the Effective Date, Seller shall not: (i) offer to sell the Property, or any portion thereof, to any other person or entity, nor enter into any verbal or written agreement, understanding, or contract relating to the sale of the Property; or (ii) transfer, lease, or convey any of the Property or enter into any agreement to transfer, lease, or convey any of the Property, unless to Purchaser.

(e) Except as otherwise expressly contemplated herein, from and after the Effective Date, Seller shall not encumber or create any liens on the Property.

(f) Except as may be requested by Purchaser, Seller will not take, approve, or consent to change the zoning, use, or permits of or for the Property. Seller will promptly give Purchaser written notice of any information Seller hereafter receives regarding zoning, uses, or permits affecting the Property.

Notwithstanding anything contained herein to the contrary, Seller shall have the right to amend and modify the Underlying Contract, subject to the reasonable prior written consent of Purchaser to the terms of each such amendment or modification. No such amendment or modification shall prohibit or hinder Seller's ability to timely fulfill its obligations under this Agreement.

12. Purchaser's Affirmative Covenants. In addition to the other covenants and undertakings set forth herein, Purchaser affirmatively covenants that, unless the Agreement is terminated, Purchaser shall take such other actions and perform such other obligations as are required to consummate the transaction contemplated hereunder including, without limitation, execution of such documents as are reasonably required by Seller or its counsel to properly consummate the Closing.

13. Defaults.

(a) Pre-Closing Default by Seller. In the event, prior to Closing, and beyond any applicable grace or cure period, Seller fails to comply with or perform any of the conditions to be complied with or any of the covenants, agreements, or obligations to be performed by Seller under the terms and provisions of this Agreement, or in the event that Seller fails to timely close the transaction contemplated herein, Purchaser, in Purchaser's sole discretion, shall be entitled to, as Purchaser's sole and exclusive remedy, to elect either to: (i) enforce specific performance of this Agreement against Seller; provided, however, that if specific performance is unavailable as a remedy as a result of an affirmative act or acts of Seller, the Deposit, if any, shall be returned to Purchaser and Purchaser may also seek to recover its actual damages incurred as a result of Seller's default, up to a maximum of Two Hundred Thousand Dollars ($200,000.00); or (ii) terminate this Agreement, in which event the Deposit, if any, shall be returned to Purchaser and Purchaser may also seek to recover its actual damages incurred as a result of Seller's default, up to a maximum of Two Hundred Thousand Dollars ($200,000.00). Purchaser hereby waives all other remedies. Upon any such termination, this Agreement and all rights and obligations created hereunder shall be deemed null and void and of no further force or effect, except as otherwise provided herein. Notwithstanding the foregoing, or anything else in this Agreement, Seller shall not be deemed to be in default hereunder, and the Purchaser shall not have the remedies set forth in subsection (i) above, if Seller's failure to perform under this Agreement is solely a result of the failure of the Current Owner to perform its obligations under the Underlying Contract and does not arise from the violation or default by Seller as purchaser under the Underlying Contract or the negligent or willful act or omission of Seller.

(b) Pre-Closing Default by Purchaser. In the event, prior to Closing, Purchaser fails to comply with or perform any of the conditions to be complied with or any of the covenants, agreements, or obligations to be performed by Purchaser under the terms and provisions of this Agreement, or in the event that Purchaser fails to timely close the transaction contemplated hereby, Seller's sole and exclusive remedy for any such default shall be, upon giving written notice to

Purchaser as herein provided, to terminate this Agreement and seek to recover its actual damages incurred as a result of Purchaser's default, up to a maximum of Two Hundred Thousand Dollars ($200,000.00), whereupon this Agreement and all rights and obligations created hereby shall automatically terminate and be null and void and of no further force or effect whatsoever, except as otherwise provided herein. Seller hereby waives all other remedies. The parties have agreed that Seller's actual damages in the event of a default by Purchaser would be extremely difficult or impracticable to determine. Therefore, the parties acknowledge that retention of the Deposit, if any, has been agreed upon, after negotiation, as the parties' reasonable estimate of Seller's damages and as Seller's sole and exclusive remedy against Purchaser, at law or in equity, in the event of a default under this Agreement on the part of Purchaser.

(c) Post-Closing Default by Seller or Purchaser. With respect to a default by either party of any of its obligations under this Agreement that survive Closing, or any breach of a representative or warranty contained in this Agreement provided that such claim is made within the survival period, the non-defaulting party may pursue all remedies that may be available to the non-defaulting party, at law or in equity; provided, however, in no event shall a party be liable for special, consequential, punitive, exemplary, indirect, or speculative damages of any kind whatsoever.

(d) Pre-Closing Default by Seller or Purchaser. In the event of a default hereunder, except for a failure to close on the Closing Date for which there is no notice and cure period, the non-defaulting party shall give the defaulting party notice of such default, specifying in reasonable detail the nature of the default. Thereafter, the defaulting party shall have ten (10) days from the date notice of default is given to cure the default; notwithstanding the foregoing, if the default occurs within ten (10) days prior to the Closing Date, the defaulting party shall cure the default no later than 5:00 PM two (2) business days prior to the Closing Date. If the defaulting party cures the default within the aforementioned cure period, it shall not incur any liability to the other party as a result of the default. Each party agrees to reasonably cooperate with the other to cure any default within the aforesaid cure period.

(e) Survival. The provisions of this Section 13 shall expressly survive Closing.

14. Possession of Property. Seller shall deliver to Purchaser full and exclusive possession of the Property on the Closing Date.

15. Risk of Loss; Condemnation. Risk of loss to the Property or any part thereof shall remain with the Seller until the Closing.

(a) If any of the Property is damaged or destroyed (a "casualty event") prior to Closing, then, within three (3) business days following the day when Seller has notice of a casualty event, Seller shall give Purchaser written notice of the casualty event. After the receipt of Seller's notice, Purchaser may elect on or before *the earlier of:* (i) ten (10) business days after the receipt of Seller's notice; *or* (ii) the day of Closing, to: (a) terminate this Agreement and receive a refund of the Deposit, if any, in which event Seller and Purchaser shall be relieved and discharged from any further obligation or liability herein, except as expressly stated otherwise; or (b) proceed to Closing with no adjustment in the Purchase Price, in which event Seller's rights in all proceeds of

any and all insurance related to such casualty event shall be assigned to Purchaser at Closing, and Purchaser shall be entitled to a credit in the amount of Seller's deductible at Closing.

(b) In the event the Property or any portion or portions thereof shall be taken or condemned or be the subject of a bona fide threat of condemnation by any Governmental Authority or entity, other than Purchaser, prior to the Closing Date, Purchaser shall have the option of either: (i) terminating this Agreement by giving written notice thereof to Seller, and Seller shall refund to Purchaser the Deposit, if any, within ten (10) days after its receipt of Purchaser's termination notice, whereupon this Agreement and all rights and obligations created hereunder shall be null and void and of no further force or effect, or (ii) requiring Seller to convey the remaining portion or portions of the Property to Purchaser pursuant to the terms and provisions hereof and to transfer and assign to Purchaser at the Closing all of the right, title, and interest of Seller in and to any award made or to be made by reason of such condemnation. Seller and Purchaser hereby further agree that Purchaser shall have the right to participate in all negotiations with any such Governmental Authority relating to the Property or to the compensation to be paid for any portion or portions thereof condemned by such Governmental Authority or other entity.

16. Broker.

(a) Seller hereby represents and warrants to Purchaser that Seller has not engaged or dealt with any agent, broker or finder in regard to this Agreement or to the sale and purchase of the Property contemplated hereby. Seller hereby indemnifies Purchaser and agrees to hold Purchaser free and harmless from and against any and all liability, loss, cost, damage, and expense, including but not limited to attorneys' and paralegals' fees and costs, whether suit be brought or not, and whether at trial, both prior to and on appeal, or incurred in any mediation, arbitration, administrative, or bankruptcy proceeding, which Purchaser shall ever suffer or incur because of any claim by any agent, broker, or finder engaged by Seller, whether or not meritorious, for any fee, commission, or other compensation with respect to this Agreement or to the sale and purchase of the Property contemplated hereby. Seller agrees to retain legal counsel to defend Purchaser against any claim brought by an agent, broker, or finder claiming to have been engaged by Seller. If Seller refuses to retain legal counsel to defend Purchaser, Seller shall be liable for all attorneys' and paralegals' fees and costs, whether suit be brought or not, and whether at trial, both prior to and on appeal, or incurred in any mediation, arbitration, administrative, or bankruptcy proceeding, incurred by Purchaser in its defense and to pursue Purchaser's rights to be indemnified by Seller.

(b) Purchaser hereby represents and warrants to Seller that Purchaser has not engaged or dealt with any agent, broker or finder in regard to this Agreement or to the sale and purchase of the Property contemplated hereby. To the extent permitted by law and without waiving sovereign immunity and any of the protections afforded by Section 768.28, Florida Statutes, and within the limits of liability established under Section 768.28, Florida Statutes,, Purchaser hereby indemnifies Seller and agrees to hold Seller free and harmless from and against any and all liability, loss, cost, damage, and expense, including but not limited to attorneys' and paralegals' fees and costs, whether suit be brought or not, and whether at trial, both prior to and on appeal, or incurred in any mediation, arbitration, administrative, or bankruptcy proceeding, which Seller shall ever suffer or incur because of any claim by any agent, broker, or finder engaged by Purchaser, whether or not meritorious, for any fee, commission, or other compensation with respect to this Agreement

or to the sale and purchase of the Property contemplated hereby. Purchaser agrees to retain legal counsel to defend Seller against any claim brought by an agent, broker, or finder claiming to have been engaged by Purchaser. Within the limits of Section 768.28, Florida Statutes, if Purchaser refuses to retain legal counsel to defend Seller, Purchaser shall be liable for all attorneys' and paralegals' fees and costs, whether suit be brought or not, and whether at trial, both prior to and on appeal, or incurred in any mediation, arbitration, administrative, or bankruptcy proceeding, incurred by Seller in its defense and to pursue Seller's rights to be indemnified by Purchaser.

17. Notices. Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given: (i) one day after depositing with a nationally recognized overnight courier service, (ii) on the day of hand delivery (provided such delivery occurs prior to 5:00 pm, local Orlando, Florida time), or (iii) via email when transmitted provided that such email is transmitted prior to 5:00 pm, local Orlando, Florida time and the recipient has confirmed receipt by response email, to the address listed below or to such other address as either party may from time to time designate by written notice in accordance with this paragraph:

Purchaser: Central Florida Expressway Authority
Attn: Glenn Pressimone, Chief of Infrastructure
4974 ORL Tower Road
Orlando, Florida 32807
Email: Glenn.Pressimone@cfxway.com

Copy to: Dinsmore & Shohl LLP
Attn: Leslie A. Evans
225 E. Robinson St., Suite 600
Orlando, Florida 32801
Email: Leslie.Evans@Dinsmore.com

Seller: Pan Am Commerce Park, LLC
Attn: Michael D. Stuart
350 S. Osceola Avenue, Suite 1
Orlando, Florida 32801
Email: MDStuart30@gmail.com

Copy to: Keating & Schlitt, P.A.
Attn: John Kingman Keating
250 East Colonial Drive, Suite 300
Orlando, Florida 32801
Email: jkk@Keatlaw.com

The attorneys for the parties set forth herein may deliver and receive notices on behalf of their clients.

18. General Provisions.

(a) No failure of either party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

(b) This Agreement contains the entire agreement of the parties hereto, and no representations, inducements, promises, or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect.

(c) The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, personal representatives, successors, and assigns. Time is of the essence of this Agreement. Neither this Agreement, nor any right or obligation of Seller arising under this Agreement, may be assigned or delegated by Seller without the written consent of Purchaser. Purchaser may assign its rights and obligations under this Agreement without Owner's prior written consent and upon written notice to Owner.

(d) Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included. Wherever under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday, or holiday, such time for performance shall be extended to the next business day. For purposes of this Agreement, "holiday" shall mean one of the days designated by Purchaser or the State of Florida 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. Except as otherwise set forth herein, the last day of any period of time described herein shall be deemed to end at 11:59 p.m. local time in Orange County, Florida.

(e) The headings inserted at the beginning of each paragraph are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph.

(f) Seller and Purchaser do hereby covenant and agree that such documents as may be legally necessary or otherwise appropriate to carry out the terms of this Agreement shall be executed and delivered by each party at the Closing.

(g) This Agreement shall be interpreted under the laws of the State of Florida, with venue for any action, suit, or proceeding brought to recover any sum due under, or to enforce compliance with, this Agreement shall lie in the court of competent jurisdiction in and for Orange County, Florida; each party hereby specifically consents to the exclusive personal jurisdiction and exclusive venue of such court.

(h) All of the parties to this Agreement have participated fully in the negotiation and preparation hereof; this Agreement shall not be construed more strongly for or against any party regardless of which party is deemed to have drafted the Agreement.

(i) Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the parties or their successors in interest. Except as otherwise set forth herein, no person other than the parties shall have any rights or privileges under this Agreement, whether as a third-party beneficiary or otherwise.

19. Survival of Provisions. No covenants or obligations (including indemnities, representations, and warranties) set forth in this Agreement shall survive termination or Closing hereunder unless expressly stated herein to the contrary. All survival periods shall be indefinitely unless otherwise expressly stated herein.

20. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules, and regulations. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such invalid, illegal, or unenforceable 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. Attorneys' Fees. In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising herefrom, each party shall bear its own costs, fees, and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal, and legal assistant fees, costs, and expenses and other professional fees, costs, and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, in mediation, arbitration, bankruptcy, or administrative proceeding, or at trial or on appeal and including costs of collection. Notwithstanding the foregoing, nothing contained herein shall be construed or interpreted (a) to alter, amend or waive the Purchaser's sovereign immunity of the State of Florida, or its agencies, or any defenses thereto, beyond the waiver provided in Section 768.28, Florida Statutes; or (b) as the consent of the Purchaser to be sued.

22. Counterparts and Electronic Signatures. This Agreement may be executed in two or more counterpart copies, including digital and electronic signatures, each of which shall be deemed to constitute one original document. The parties may execute different counterparts of this agreement, and, if they do so, the signatures pages from the different counterparts may be combined to provide one integrated document and taken together shall constitute one and the same instrument.

23. Amendment to Agreement. Any amendment to this Agreement shall not be binding upon any of the parties hereto unless such amendment is in writing and executed by the parties hereto. Purchaser does hereby confer upon the Executive Director or Executive Directory's designee, the authority, without further approval from the Purchaser, to finalize the form of all agreements, amendments, easements, contracts, documents necessary to close the transaction contemplated herein, including, without limitation, closing documents, any documents necessary to address title issues, escrow agreements, letters of credit, agreements, and similar documents set forth in this Agreement, and the Purchaser's signature of those agreements, amendments, easements, contracts, and similar documents is hereby authorized.

24. **Effective Date**. When used herein, the term "**Effective Date**" or the phrase "the date hereof" or "the date of this Agreement" shall mean the last date that either Purchaser or Seller execute this Agreement.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, Purchaser and Seller have caused this Agreement to be executed as of the dates set forth below.

WITNESSES:

Print Name: DONALD CUROTTO

Kathy Morehead

Print Name: Kathy Morehead

"SELLER"

PAN AM COMMERCE PARK, LLC,
A Florida limited liability company

By:
Print Name: MICHAEL STUART
Title: MANAGER

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization on this 9TH day of MAY, 2025, by Michael D. Stuart as Manager of Pan Am Commerce Park, LLC, a Florida limited liability company, on behalf of the organization. He/she is [X] personally known to me OR [ ] produced N/A as identification.

Notary Public
Printed Name: DONALD CUROTTO
Commission No.: HH 191858
My Commission Expires: 11/12/25

DONALD CUROTTO
Commission # HH 191858
Expires November 12, 2025
Bonded Thru Budget Notary Services

[Seller's Signature Page to Real Estate Purchase and Sale Agreement]

Signed, sealed, and delivered
in the presence of:

"PURCHASER"

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

_____
Print Name:_____

_____
Print Name:_____

By:_____
Christopher Maier, Chairman

Date: _____

ATTEST:_____
Regla ("Mimi") Lamaute
Manager of Board Services

Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this 19th day of May, 2025 for its exclusive use and reliance.

By:_____
Leslie A. Evans
Right-of-Way Counsel

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization on this ____ day of _____, 2025, by Christopher Maier, as Chairman of the Central Florida Expressway Authority, on behalf of the organization. He is personally known to me OR produced _____ as identification.

NOTARY PUBLIC

_____
Signature of Notary Public - State of Florida
Print Name:_____
Commission No.:_____
My Commission Expires:_____

[Purchaser's Signature Page to Real Estate Purchase and Sale Agreement]

EXHIBIT “A”

PROPERTY

All of Block B, ORANGE BLOSSOM ADDITION "WEST" according to the Official Plat thereof, recorded in Plat Book 1, Page 285, of the Public Records of Osceola County, Florida.

LESS AND EXCEPT Lots 13, 14, 15, 16, 17, 18, 19, 20, 21 and 22, Block B, ORANGE BLOSSOM ADDITION "WEST" according to the Official Plat thereof, recorded in Plat Book 1, Page 285, of the Public Records of Osceola County, Florida.

AND

Also that certain tract of land shown on said Plat of ORANGE BLOSSOM ADDITION "WEST", lying directly South of said Block B; said tract being more particularly described as follows:

Beginning at the Southwest corner of Lot 22, of said Block B, run South 1499.85 feet to the Southwest corner of the Southeast 1/4 of Section 32, Township 25 South, Range 28 East, run thence East 2671.6 feet to the Southeast corner of Section 32, Township 25 South, Range 28 East, thence North 1093.6 feet to the Southeast corner of Lot 1 of said Block B, thence along the Southerly boundary of said Block B to the Point of Beginning.

EXHIBIT "B"

DISCLOSURE OF INTERESTS IN REAL PROPERTY

TO: Central Florida Expressway Authority
Attn: Executive Director
4974 ORL Tower Road
Orlando, Florida 32807

FROM: Pan Am Commerce Park, LLC, a Florida limited liability company (the "Seller")

SUBJECT: Purchase of _____ County Parcel Identification Number(s):
_____

Please be advised that the undersigned, after diligent search and inquiry, hereby states under oath, and subject to the penalties for perjury, that the name and address of each person having a legal or beneficial interest in the Property is as follows:

Name	**Address**

(Note: Any person identified above who is an employee or elected official of the Central Florida Expressway Authority must be identified as such.)

I swear and affirm that the information furnished herein is accurate as of the date hereof, and I agree to promptly disclose any changes in the information contained herein, or any errors in such information.

This disclosure is made under oath, and I understand that I am subject to penalties for perjury for any false information contained herein.

This disclosure is made pursuant to Section 286.23, Florida Statutes, in connection with a conveyance of the Property to the Central Florida Expressway Authority.

[Signatures on following pages]

WITNESSES:

Print Name: DONALD CUROTTO

Kathy Moorehead

Print Name: Kathy Moorehead

"SELLER"

PAN AM COMMERCE PARK, LLC,
a Florida limited liability company

By: _____
Print Name: MICHAEL STUART
Title: MANAGER

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization on this 19th day of MAY, 2025, by MICHAEL D. STUART, as MANAGER of Pan Am Commerce Park, LLC, a Florida limited liability company, on behalf of the organization. He/she is [X] personally known to me OR [ ] produced N/A as identification.

_____
Notary Public
Printed Name: DONALD CUROTTO
Commission No.: HH 191858
My Commission Expires: 11/12/25

DONALD CUROTTO
Commission # HH 191858
Expires November 12, 2025
Bonded Thru Budget Notary Services

[Seller's Signature Page to Disclosure Of Interests In Real Property Affidavit]

EXHIBIT "C"

TITLE COMMITMENT

[See Attached.]

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:
Issuing Agent: Shutts & Bowen LLP
Issuing Office: 300 South Orange Avenue, Suite 1600
Orlando, FL 32801
Issuing Office's ALTA® Registry ID:
Loan ID Number:
Commitment Number: 12399541
Issuing Office File Number: Pan Am/Central Fla Expressway
Property Address: 0 Old Tampa Hwy.
Davenport, FL 33896 Davenport, FL 33896
Revision Number:

SCHEDULE A

1. Commitment Date: 04/22/2025 at: 5:00 PM

2. Policy to be issued:

   A. 2021 ALTA Owner's Policy with Florida Modifications
   Proposed Insured: Central Florida Expressway Authority, a body corporate and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes
   Proposed Amount of Insurance: $4,700,000.00
   The estate or interest to be insured: Fee Simple

3. The estate or interest in the Land at the Commitment Date is: *(Identify each estate or interest covered, i.e., fee, leasehold, etc.)*

   Fee Simple

4. The Title is, at the Commitment Date, vested in: *(Identify vesting for each estate or interest identified in Item 3 above)*

   Robert Shell Jr. and Lena Shell, husband and wife by virtue of that certain Warranty Deed recorded September 5, 2019 in Official Records Book 5584, Page 732, of the Public Records of Osceola County, Florida.

   AND

   Vicki Greene, as Trustee, of the Amended as Restated Lorene B. Shell Trust Agreement dated July, 22, 2011, virtue of that certain Quit Claim deed recorded November 7, 2011 in Official Records Book 4197, Page 386, of the Public Records of Osceola County, Florida.

   AND

   Robert L. Shell Jr. and Bernard Shell, as Co-Trustees of Trust Agreement of Robert L. Shell Sr. dated December 8, 1975 by virtue of that certain Last Will and Testament recorded in Official Records Book 863, Page 2888, of the Public Records of Osceola County, Florida.

5. The Land is described as follows in Exhibit "A" attached hereto and made part hereof.

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AMERICAN LAND TITLE ASSOCIATION

Countersigned:

By:_____
Authorized Officer or Agent

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Fidelity National Title Insurance Company

SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

   A. Duly executed Warranty Deed from Robert Shell Jr. and Lena Shell; Vicki Greene, Individually and as Trustee, of the Amended as Restated Lorene B. Shell Trust Agreement dated July, 22, 2011; Robert L. Shell Jr. and Bernard Shell, Individually, and as Co-Trustees of Trust Agreement of Robert L. Shell Sr. dated December 8, 1975, Grantor, to Pan Am Commerce Park, LLC, a Florida limited liability company, Grantee, conveying the land described on Schedule A hereof.

   NOTE: Spouse(s) of individual(s), if any, are required to join in the execution of the above required instruments in the event the land is the homestead of the grantor. In addition, confirmation of marital status and non-homestead, where applicable, of grantor(s) must be reflected on the instrument vesting the estate to be insured.

   B. Duly executed Warranty Deed from Pan Am Commerce Park LLC, a Florida limited liability company, Grantor, to Central Florida Expressway Authority, a body corporate and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes, Grantee, conveying the land described on Exhibit A hereof.

   The Company will require the following as to Pan Am Commerce Park LLC, a Florida limited liability company: ("LLC"):

   i. Proof that the LLC was in existence in its state of organization at the time it acquired title and that the LLC is currently in good standing.

   ii. Present for review a true and complete copy of the articles of organization and operating agreement of the LLC and any amendments thereto.

   iii. Record an affidavit from the person executing the proposed deed on behalf of the LLC certifying: (a) the name and state of organization of the LLC; (b) whether the LLC is member-managed or manager-managed; (c) the identity of the member or manager and the person authorized to execute the deed; and (d) neither the LLC nor any member signing the deed have filed bankruptcy since the LLC acquired title.

   iv. If the member or manager of the LLC is also a business entity, present proof of the entity's good standing and the appropriate entity documents to establish signing authority.

   If the proposed deed will be executed by anyone other than a member or manager, those portions of the operating agreement or other documentation evidencing the authority of the signatory must be attached as an exhibit to the affidavit.

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Fidelity National Title Insurance Company

SCHEDULE B, PART I Requirements

5. An Affidavit in form acceptable to Fidelity National Title Insurance Company ("Company") and executed by or on behalf of the current record owner(s) of the subject property stating: (1) that there are no parties in possession of the subject property other than said current record owner(s); (2) that there are no encumbrances upon the subject property other than as may be set forth in this Commitment and (3) there are no unrecorded assessments which are due and payable to Osceola County, Florida, and if located within a municipality, service charges for water, sewer, waste and gas, if any, are in fact paid through the date of this Affidavit; and (4) that there have been no improvements made to or upon the subject property within the ninety (90) day period last past (from the date of such affidavit) for which there remain any outstanding and unpaid bills for labor, materials or supplies for which a lien or liens may be claimed must be furnished to Fidelity National Title Insurance Company, or, in lieu thereof, an exception to those matters set forth in said Affidavit which are inconsistent with or deviate from the foregoing requirements will appear in the policy or policies to be issued pursuant to this Commitment.

6. Record a Certification of Trust for the Amended as Restated Lorene B. Shell Trust Agreement dated July, 22, 2011, meeting the requirements of Section 736.1017, Florida Statutes, executed by the current trustee. The Certification of Trust shall contain the following:

   A. A statement confirming the existence of the trust and its execution date.
   B. Identity of the settlor.
   C. The identity and address of the currently acting trustee.
   D. The trustee's powers.
   E. The revocability or irrevocability of the trust and the identity of any person holding a power to revoke the trust.
   F. The authority of co-trustees to sign or otherwise authenticate and whether all or less than all are required in order to exercise powers of the trustee.
   G. The manner of taking title to trust property.
   H. The certification must state the trust has not been revoked, modified, or amended in any manner that would cause the representations contained in the certification of trust to be incorrect.

   Note:
   1. If the current trustee(s) is not named as trustee(s) on the vesting deed, the pertinent pages of the trust and such other supporting documentation as is necessary to establish the successor trustee's authority must be attached as an exhibit.

   2. If the settlor of a revocable trust is deceased and the property was his/her homestead, the Certification of Trust must recite that he/she was not survived by a spouse or minor child. Or, if a deceased settlor is survived by a spouse or minor child, please contact the underwriting department for additional requirements.

7. Record a Certification of Trust for the Trust Agreement of Robert L. Shell Sr. dated December 8, 1975 , meeting the requirements of Section 736.1017, Florida Statutes, executed by the current trustee. The Certification of Trust shall contain the following:

   A. A statement confirming the existence of the trust and its execution date.
   B. Identity of the settlor.
   C. The identity and address of the currently acting trustee.
   D. The trustee's powers.
   E. The revocability or irrevocability of the trust and the identity of any person holding a power to revoke the trust.
   F. The authority of co-trustees to sign or otherwise authenticate and whether all or less than all are required in order to exercise powers of the trustee.

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AMERICAN LAND TITLE ASSOCIATION

Fidelity National Title Insurance Company

SCHEDULE B, PART I Requirements

G. The manner of taking title to trust property.
H. The certification must state the trust has not been revoked, modified, or amended in any manner that would cause the representations contained in the certification of trust to be incorrect.

Note:
1. If the current trustee(s) is not named as trustee(s) on the vesting deed, the pertinent pages of the trust and such other supporting documentation as is necessary to establish the successor trustee's authority must be attached as an exhibit.

2. If the settlor of a revocable trust is deceased and the property was his/her homestead, the Certification of Trust must recite that he/she was not survived by a spouse or minor child. Or, if a deceased settlor is survived by a spouse or minor child, please contact the underwriting department for additional requirements.

8. Satisfaction or release of that certain Small Claims Stipulation Agreement recorded May 4, 2021 in Official Records Book 5950, Page 327, of the Public Records of Osceola County, Florida, or in the alternative, record a satisfactory Affidavit from Robert L. Shell Jr., that he is not one and the same person as any of those persons similarly named in the above referenced agreement.

9. The search did not disclose any open mortgages of record, therefore the Company reserves the right to require further evidence to confirm that the Land is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence. To delete this requirement, the title agent must confirm with the owner that the Land is free and clear of mortgages and include such a recitation in the title affidavit.

NOTE: The Conveyances to Foreign Entities Act in sections 692.201 - 692.205, Florida Statutes (the "Act"), limits and regulates the purchase, sale and ownership of Florida real property by certain buyers who are associated with "foreign countries of concern," specifically the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro and the Syrian Arab Republic. In connection with the purchase of real property, the Act requires each buyer to provide an affidavit confirming the purchaser is in compliance with the Act. Any loss or damage resulting from a violation of the Act is excluded from coverage under the terms of the Policy.

NOTE: Section 695.26 (1)(c), F.S., provides that no instrument conveying, assigning, encumbering or otherwise disposing of an interest in real property which is executed or acknowledged in Florida shall be recorded by the clerk of court unless the post office address of each witness is legibly printed, typed or stamped upon the instrument. If an instrument containing one or more witnesses is recorded, the witnesses' addresses, as well as their names, should appear below their signatures. A business address may be used.

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Fidelity National Title Insurance Company

SCHEDULE B, PART II Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this form.

2. Taxes and assessments for the year 2025 and subsequent years, which are not yet due and payable.

   NOTE: 2024 Real Property Taxes under Account No. R322528-4520000B0010 are PAID.

   NOTE: 2024 Real Property Taxes under Account No. R322528-000000300000 are PAID.

3. Standard Exceptions:

   A. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.

   B. Rights or claims of parties in possession not shown by the public records.

   C. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.

   D. Taxes or assessments which are not shown as existing liens in the public records.

4. Any claim that any portion of the insured land is sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands accreted to such land.

5. The nature, extent or existence of riparian rights or littoral rights is not insured.

6. Restrictions, covenants, conditions, easements and other matters as contained on the Plat of ORANGE BLOSSOM ADDITION WEST, recorded in Plat Book 1, Page 285, of the Public Records of Osceola County, Florida.

7. Rights of tenants occupying all or part of the insured land under unrecorded leases or rental agreements.

NOTE: Exception 1 above shall be deemed deleted as of the time the settlement funds or proceeds of the loan to be secured by the insured mortgage, as applicable, are disbursed by the Company or its authorized agent. Neither the Company nor its agent shall, however, be under any duty to disburse any sum except upon a determination that no such adverse intervening matters have appeared of record or occurred.

NOTES ON STANDARD EXCEPTIONS:

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Fidelity National Title Insurance Company

SCHEDULE B, PART II Exceptions

Item 3A will be deleted from the policy(ies) upon receipt of an accurate survey of the Land acceptable to the Company. Exception will be made for any encroachment, setback line violation, overlap, boundary line dispute or other adverse matter disclosed by the survey.

Items 3B, 3C, and 3D will be deleted from the policy(ies) upon receipt of an affidavit acceptable to the Company, affirming that, except as disclosed therein (i) no parties in possession of the Land exist other than the record owner(s); (ii) no improvements have been made to the Land within 90 days prior to closing which have not have been paid for in full; and (iii) no unpaid taxes or assessments are against the Land which are not shown as existing liens in the public records. Exception will be made for matters disclosed in the affidavit.

NOTE: All recording references in this form shall refer to the public records of Osceola County, Florida, unless otherwise noted.

NOTE: In accordance with Florida Statutes section 627.4131, please be advised that the insured hereunder may present inquiries, obtain information about coverage, or receive assistance in resolving complaints, by contacting Fidelity National Title Insurance Company, 2400 Maitland Center Parkway, Maitland, FL 32751; Telephone 866-632-6200.

Searched By: Andrew McKinniss - andrew.mckinniss@fnf.com

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AMERICAN LAND TITLE ASSOCIATION

EXHIBIT "A"

All of Block B, ORANGE BLOSSOM ADDITION "WEST" according to the Official Plat thereof, recorded in Plat Book 1, Page 285, of the Public Records of Osceola County, Florida.

LESS AND EXCEPT Lots 13, 14, 15, 16, 17, 18, 19, 20, 21 and 22, Block B, ORANGE BLOSSOM ADDITION "WEST" according to the Official Plat thereof, recorded in Plat Book 1, Page 285, of the Public Records of Osceola County, Florida.

AND

Also that certain tract of land shown on said Plat of ORANGE BLOSSOM ADDITION "WEST", lying directly South of said Block B; said tract being more particularly described as follows:

Beginning at the Southwest corner of Lot 22, of said Block B, run South 1499.85 feet to the Southwest corner of the Southeast 1/4 of Section 32, Township 25 South, Range 28 East, run thence East 2671.6 feet to the Southeast corner of Section 32, Township 25 South, Range 28 East, thence North 1093.6 feet to the Southeast corner of Lot 1 of said Block B, thence along the Southerly boundary of said Block B to the Point of Beginning.

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AMERICAN LAND TITLE ASSOCIATION

EXHIBIT "D"

SELLER'S TITLE COMMITMENT

[See Attached.]

Fidelity National Title Insurance Company

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:
Issuing Agent: Shutts & Bowen LLP
Issuing Office: 300 South Orange Avenue, Suite 1600
Orlando, FL 32801
Issuing Office's ALTA® Registry ID:
Loan ID Number:
Commitment Number: 12177361
Issuing Office File Number: 52740.0042/DJC
Property Address: Old Tampa Hwy
Davenport, FL 33896 Davenport, FL 33896
Revision Number: REV 1A 1/16/2024 ACM

SCHEDULE A

1. Commitment Date: 12/26/2024 at: 5:00 PM

2. Policy to be issued:

   A. 2021 ALTA Owner's Policy with Florida Modifications
   Proposed Insured: Pan Am Commerce Park, LLC, a Florida limited liability company
   Proposed Amount of Insurance: $_____
   The estate or interest to be insured: Fee Simple

3. The estate or interest in the Land at the Commitment Date is: *(Identify each estate or interest covered, i.e., fee, leasehold, etc.)*

   Fee Simple

4. The Title is, at the Commitment Date, vested in: *(Identify vesting for each estate or interest identified in Item 3 above)*

   Robert Shell Jr. and Lena Shell, husband and wife by virtue of that certain Warranty Deed recorded September 5, 2019 in Official Records Book 5584, Page 732, of the Public Records of Osceola County, Florida.

   AND

   Vicki Greene, as Trustee, of the Amended as Restated Lorene B. Shell Trust Agreement dated July, 22, 2011, virtue of that certain Quit Claim deed recorded November 7, 2011 in Official Records Book 4197, Page 386, of the Public Records of Osceola County, Florida.

   AND

   Robert L. Shell Jr. and Bernard Shell, as Co-Trustees of Trust Agreement of Robert L. Shell Sr. dated December 8, 1975 by virtue of that certain Last Will and Testament recorded in Official Records Book 863, Page 2888, of the Public Records of Osceola County, Florida.

5. The Land is described as follows in Exhibit "A" attached hereto and made part hereof.

djc

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AMERICAN LAND TITLE ASSOCIATION

Countersigned:

By: _____
Authorized Officer or Agent

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Fidelity National Title Insurance Company

SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions. **[TO BE DELETED AT CLOSING]**

2. Pay the agreed amount for the estate or interest to be insured. **[TO BE DELETED AT CLOSING]**

3. Pay the premiums, fees, and charges for the Policy to the Company. **[TO BE DELETED AT CLOSING]**

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records. **[TO BE DELETED AT CLOSING]**

   A. Duly executed Warranty Deed from Robert Shell Jr. and Lena Shell; Vicki Greene, Individually and as Trustee of the Amended as Restated Lorene B. Shell Trust Agreement dated July 22, 2011; Robert L. Shell Jr. and Bernard Shell, Individually, and as Co-Trustees of Trust Agreement of Robert L. Shell Sr. dated December 8, 1975, Grantor, to Pan Am Property, LLC, a Delaware limited liability company, Grantee, conveying the land described on Schedule A hereof

   NOTE: Spouse(s) of individual(s), if any, are required to join in the execution of the above required instruments in the event the land is the homestead of the grantor. In addition, confirmation of marital status and non-homestead, where applicable, of grantor(s) must be reflected on the instrument vesting the estate to be insured.

5. An Affidavit in form acceptable to Fidelity National Title Insurance Company ("Company") and executed by or on behalf of the current record owner(s) of the subject property stating: (1) that there are no parties in possession of the subject property other than said current record owner(s); (2) that there are no encumbrances upon the subject property other than as may be set forth in this Commitment and (3) there are no unrecorded assessments which are due and payable to Osceola County, Florida, and if located within a municipality, service charges for water, sewer, waste and gas, if any, are in fact paid through the date of this Affidavit; and (4) that there have been no improvements made to or upon the subject property within the ninety (90) day period last past (from the date of such affidavit) for which there remain any outstanding and unpaid bills for labor, materials or supplies for which a lien or liens may be claimed must be furnished to Fidelity National Title Insurance Company, or, in lieu thereof, an exception to those matters set forth in said Affidavit which are inconsistent with or deviate from the foregoing requirements will appear in the policy or policies to be issued pursuant to this Commitment. **[TO BE DELETED AT CLOSING]**

6. Record a Certification of Trust for the Amended as Restated Lorene B. Shell Trust Agreement dated July, 22, 2011, meeting the requirements of Section 736.1017, Florida Statutes, executed by the current trustee. The Certification of Trust shall contain the following: **[TO BE DELETED AT CLOSING]**

   A. A statement confirming the existence of the trust and its execution date.
   B. Identity of the settlor.
   C. The identity and address of the currently acting trustee.
   D. The trustee's powers.
   E. The revocability or irrevocability of the trust and the identity of any person holding a power to revoke the trust.
   F. The authority of co-trustees to sign or otherwise authenticate and whether all or less than all are required in order to exercise powers of the trustee.

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AMERICAN LAND TITLE ASSOCIATION

Fidelity National Title Insurance Company

SCHEDULE B, PART I Requirements

G. The manner of taking title to trust property.
H. The certification must state the trust has not been revoked, modified, or amended in any manner that would cause the representations contained in the certification of trust to be incorrect.

Note:
1. If the current trustee(s) is not named as trustee(s) on the vesting deed, the pertinent pages of the trust and such other supporting documentation as is necessary to establish the successor trustee's authority must be attached as an exhibit.

2. If the settlor of a revocable trust is deceased and the property was his/her homestead, the Certification of Trust must recite that he/she was not survived by a spouse or minor child. Or, if a deceased settlor is survived by a spouse or minor child, please contact the underwriting department for additional requirements.

7. Record a Certification of Trust for the Trust Agreement of Robert L. Shell Sr. dated December 8, 1975 , meeting the requirements of Section 736.1017, Florida Statutes, executed by the current trustee. The Certification of Trust shall contain the following: **[TO BE DELETED AT CLOSING]**

A. A statement confirming the existence of the trust and its execution date.
B. Identity of the settlor.
C. The identity and address of the currently acting trustee.
D. The trustee's powers.
E. The revocability or irrevocability of the trust and the identity of any person holding a power to revoke the trust.
F. The authority of co-trustees to sign or otherwise authenticate and whether all or less than all are required in order to exercise powers of the trustee.
G. The manner of taking title to trust property.
H. The certification must state the trust has not been revoked, modified, or amended in any manner that would cause the representations contained in the certification of trust to be incorrect.

Note:
1. If the current trustee(s) is not named as trustee(s) on the vesting deed, the pertinent pages of the trust and such other supporting documentation as is necessary to establish the successor trustee's authority must be attached as an exhibit.

2. If the settlor of a revocable trust is deceased and the property was his/her homestead, the Certification of Trust must recite that he/she was not survived by a spouse or minor child. Or, if a deceased settlor is survived by a spouse or minor child, please contact the underwriting department for additional requirements.

8. Satisfaction or release of that certain Small Claims Stipulation Agreement recorded May 4, 2021 in Official Records Book 5950, Page 327, of the Public Records of Osceola County, Florida, or in the alternative, record a satisfactory Affidavit from Robert L. Shell Jr., that he is not one and the same person as any of those persons similarly named in the above referenced agreement. **[TO BE DELETED AT CLOSING]**

9. Proof of the good standing of Pan Am Commerce Park, LLC, a Florida limited liability company, Grantee, in the State of Delaware.

10. The search did not disclose any open mortgages of record, therefore the Company reserves the right to require further evidence to confirm that the Land is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence. To

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AMERICAN LAND TITLE ASSOCIATION

Fidelity National Title Insurance Company

SCHEDULE B, PART I Requirements

delete this requirement, the title agent must confirm with the owner that the Land is free and clear of mortgages and include such a recitation in the title affidavit.

NOTE: The Conveyances to Foreign Entities Act in sections 692.201 - 692.205, Florida Statutes (the "Act"), limits and regulates the purchase, sale and ownership of Florida real property by certain buyers who are associated with "foreign countries of concern," specifically the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea the Republic of Cuba, the Venezuelan regime of Nicolás Maduro and the Syrian Arab Republic. In connection with the purchase of real property, the Act requires each buyer to provide an affidavit confirming the purchaser is in compliance with the Act. Any loss or damage resulting from a violation of the Act is excluded from coverage under the terms of the Policy.

NOTE: Section 695.26 (1)(c), F.S., provides that no instrument conveying, assigning, encumbering or otherwise disposing of an interest in real property which is executed or acknowledged in Florida shall be recorded by the clerk of court unless the post office address of each witness is legibly printed, typed or stamped upon the instrument. If an instrument containing one or more witnesses is recorded, the witnesses' addresses, as well as their names, should appear below their signatures. A business address may be used.

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SCHEDULE B, PART II Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this form. **[TO BE DELETED AT CLOSING]**

2. Taxes and assessments for the year 2025 and subsequent years, which are not yet due and payable.

   NOTE: 2024 Real Property Taxes under Account No. R322528-4520000B0010 are PAID.

   NOTE: 2024 Real Property Taxes under Account No. R322528-000000300000 are PAID.

3. Standard Exceptions: **[TO BE DELETED AT CLOSING]**

   A. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.

   B. Rights or claims of parties in possession not shown by the public records.

   C. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.

   D. Taxes or assessments which are not shown as existing liens in the public records.

4. Any claim that any portion of the insured land is sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands accreted to such land.

5. The nature, extent or existence of riparian rights or littoral rights is not insured.

6. Intentionally Deleted.

7. Restrictions, covenants, conditions, easements and other matters as contained on the Plat of ORANGE BLOSSOM ADDITION WEST, recorded in Plat Book 1, Page 285, of the Public Records of Osceola County, Florida.

8. Rights of tenants occupying all or part of the insured land under unrecorded leases or rental agreements. **[TO BE DELETED AT CLOSING]**

NOTE: Exception 1 above shall be deemed deleted as of the time the settlement funds or proceeds of the loan to be secured by the insured mortgage, as applicable, are disbursed by the Company or its authorized agent.

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SCHEDULE B, PART II Exceptions

Neither the Company nor its agent shall, however, be under any duty to disburse any sum except upon a determination that no such adverse intervening matters have appeared of record or occurred.

NOTES ON STANDARD EXCEPTIONS:

Item 3A will be deleted from the policy(ies) upon receipt of an accurate survey of the Land acceptable to the Company. Exception will be made for any encroachment, setback line violation, overlap, boundary line dispute or other adverse matter disclosed by the survey.

Items 3B, 3C, and 3D will be deleted from the policy(ies) upon receipt of an affidavit acceptable to the Company, affirming that, except as disclosed therein (i) no parties in possession of the Land exist other than the record owner(s); (ii) no improvements have been made to the Land within 90 days prior to closing which have not have been paid for in full; and (iii) no unpaid taxes or assessments are against the Land which are not shown as existing liens in the public records. Exception will be made for matters disclosed in the affidavit.

NOTE: All recording references in this form shall refer to the public records of Osceola County, Florida, unless otherwise noted.

NOTE: In accordance with Florida Statutes section 627.4131, please be advised that the insured hereunder may present inquiries, obtain information about coverage, or receive assistance in resolving complaints, by contacting Fidelity National Title Insurance Company, 2400 Maitland Center Parkway, Maitland, FL 32751, Telephone 866-632-6200.

Searched By: Andrew McKinniss - andrew.mckinniss@fnf.com

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Fidelity National Title Insurance Company

EXHIBIT "A"

All of Block B, ORANGE BLOSSOM ADDITION "WEST" according to the Official Plat thereof, recorded in Plat Book 1, Page 285, of the Public Records of Osceola County, Florida.

LESS AND EXCEPT Lots 13, 14, 15, 16, 17, 18, 19, 20, 21 and 22, Block B, ORANGE BLOSSOM ADDITION "WEST" according to the Official Plat thereof, recorded in Plat Book 1, Page 285, of the Public Records of Osceola County, Florida.

AND

Also that certain tract of land shown on said Plat of ORANGE BLOSSOM ADDITION "WEST", lying directly South of said Block B; said tract being more particularly described as follows:

Beginning at the Southwest corner of Lot 22, of said Block B, run South 1499.85 feet to the Southwest corner of the Southeast 1/4 of Section 32, Township 25 South, Range 28 East, run thence East 2671.6 feet to the Southeast corner of Section 32, Township 25 South, Range 28 East, thence North 1093.6 feet to the Southeast corner of Lot 1 of said Block B, thence along the Southerly boundary of said Block B to the Point of Beginning.

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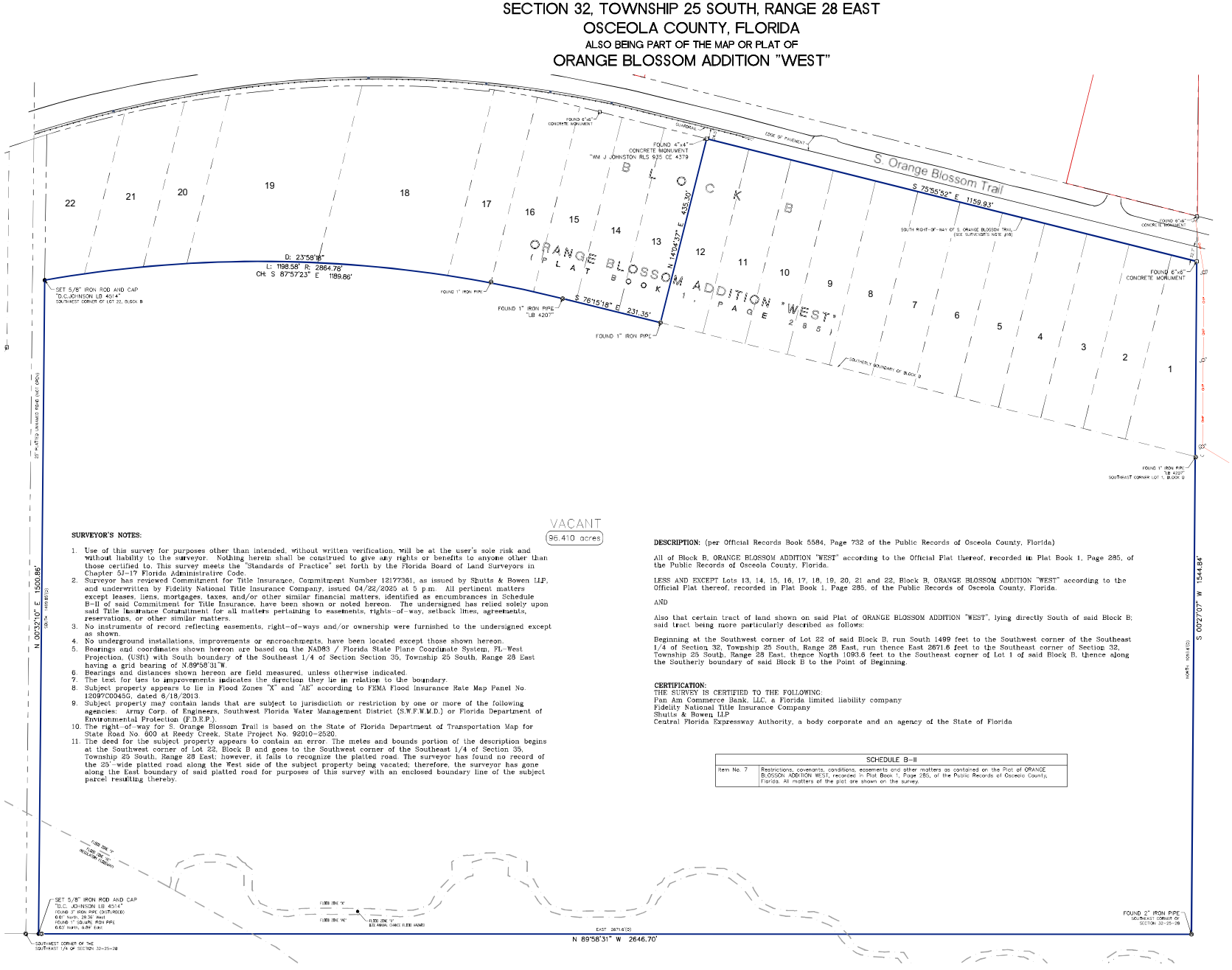
AMERICAN LAND TITLE ASSOCIATION

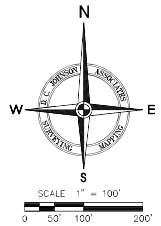
EXHIBIT "E"

SURVEY

[See Attached.]

A PORTION OF
SECTION 32, TOWNSHIP 25 SOUTH, RANGE 28 EAST
OSCEOLA COUNTY, FLORIDA
ALSO BEING PART OF THE MAP OR PLAT OF
ORANGE BLOSSOM ADDITION "WEST"





LEGEND

IP, IR	= IRON PIPE, IRON ROD
CM	= CONCRETE MONUMENT
(F)	= FIELD DERIVED MEASUREMENT
(D)	= MEASUREMENT PER DESCRIPTION
(P)	= PLAT MEASUREMENT
(C)	= CALCULATED MEASUREMENT
P.R.L.	= PROPERTY LINE, CENTERLINE
R/W	= RIGHT-OF-WAY
○	= FOUND IR (SIZE & REGISTRATION NUMBER AS NOTED)
●	= SET 5/8" IR "DC JOHNSON LB 4514"
□	= FOUND CM (SIZE & REGISTRATION NUMBER AS NOTED)
■	= SET 4"x4" CM "LB 4514"
◇	= FOUND NAIL & DISK (SIZE & REGISTRATION NUMBER AS NOTED)
◆	= SET NAIL & DISK "LB 4514"
⊗	= FOUND IP (SIZE & REGISTRATION NUMBER AS NOTED)
○	= POWER POLE/TELEPHONE POLE
⊂	= GUY ANCHOR
OHP	= OVERHEAD POWER LINE

SURVEYOR'S NOTES:

1. Use of this survey for purposes other than intended, without written verification, will be at the user's sole risk and without liability to the surveyor. Nothing herein shall be construed to give any rights or benefits to anyone other than those certified to. This survey meets the "Standards of Practice" set forth by the Florida Board of Land Surveyors in Chapter 5J-17 Florida Administrative Code.
2. Surveyor has reviewed Commitment for Title Insurance, Commitment Number 12177361, as issued by Shutts & Bowen LLP, and underwritten by Fidelity National Title Insurance Company, issued 04/22/2025 at 5 p.m. All pertinent matters except leases, liens, mortgages, taxes, and/or other similar financial matters, identified as encumbrances in Schedule B-II of said Commitment for Title Insurance, have been shown or noted hereon. The undersigned has relied solely upon said Title Insurance Commitment for all matters pertaining to easements, rights-of-way, setback lines, agreements, reservations, or other similar matters.
3. No instruments of record reflecting easements, right-of-ways and/or ownership were furnished to the undersigned except as shown.
4. No underground installations, improvements or encroachments, have been located except those shown hereon.
5. Bearings and coordinates shown hereon are based on the NAD83 / Florida State Plane Coordinate System, FL-West Projection, (USft) with South boundary of the Southeast 1/4 of Section Section 35, Township 25 South, Range 28 East having a grid bearing of N 89°58'31" W.
6. Bearings and distances shown hereon are field measured, unless otherwise indicated.
7. The text for ties to improvements indicates the direction they lie in relation to the boundary.
8. Subject property appears to lie in Flood Zones "X" and "AE" according to FEMA Flood Insurance Rate Map Panel No. 12097C0045G, dated 6/18/2013.
9. Subject property may contain lands that are subject to jurisdiction or restriction by one or more of the following agencies: Army Corp. of Engineers, Southwest Florida Water Management District (S.W.F.W.M.D.) or Florida Department of Environmental Protection (F.D.E.P.).
10. The right-of-way for S. Orange Blossom Trail is based on the State of Florida Department of Transportation Map for State Road No. 600 at Reedy Creek, State Project No. 92010-2520.
11. The deed for the subject property appears to contain an error. The metes and bounds portion of the description begins at the Southwest corner of Lot 22, Block B and goes to the Southwest corner of the Southeast 1/4 of Section 35, Township 25 South, Range 28 East; however, it fails to recognize the platted road. The surveyor has found no record of the 25'-wide platted road along the West side of the subject property being vacated; therefore, the surveyor has gone along the East boundary of said platted road for purposes of this survey with an enclosed boundary line of the subject parcel resulting thereby.

DESCRIPTION: (per Official Records Book 5584, Page 732 of the Public Records of Osceola County, Florida)

All of Block B, ORANGE BLOSSOM ADDITION "WEST" according to the Official Plat thereof, recorded in Plat Book 1, Page 285, of the Public Records of Osceola County, Florida.

LESS AND EXCEPT Lots 13, 14, 15, 16, 17, 18, 19, 20, 21 and 22, Block B, ORANGE BLOSSOM ADDITION "WEST" according to the Official Plat thereof, recorded in Plat Book 1, Page 285, of the Public Records of Osceola County, Florida.

AND

Also that certain tract of land shown on said Plat of ORANGE BLOSSOM ADDITION "WEST", lying directly South of said Block B; said tract being more particularly described as follows:

Beginning at the Southwest corner of Lot 22 of said Block B, run South 1499 feet to the Southwest corner of the Southeast 1/4 of Section 32, Township 25 South, Range 28 East, run thence East 2671.6 feet to the Southeast corner of Section 32, Township 25 South, Range 28 East, thence North 1093.6 feet to the Southeast corner of Lot 1 of said Block B, thence along the Southerly boundary of said Block B to the Point of Beginning.

CERTIFICATION:
THE SURVEY IS CERTIFIED TO THE FOLLOWING:
Pan Am Commerce Bank, LLC, a Florida limited liability company
Fidelity National Title Insurance Company
Shutts & Bowen LLP
Central Florida Expressway Authority, a body corporate and an agency of the State of Florida

SCHEDULE B-II	
Item No. 7	Restrictions, covenants, conditions, easements and other matters as contained on the Plat of ORANGE BLOSSOM ADDITION WEST, recorded in Plat Book 1, Page 285, of the Public Records of Osceola County, Florida. All matters of the plat are shown on the survey.

BY	DATE	REVISION
JMG	4/28/2025	REVISE PREPARED FOR
DTH	5/1/2025	ADD TITLE
JMG	5/6/2025	ADD CERTIFICATION

DATE OF FIELD SURVEY: 1/22/2025

Andrew R. Getz
Digitally signed by Andrew R. Getz
Date: 2025.05.06 14:51:28 -04'00'
Andrew R. Getz
Florida Reg. No. 6417
This survey conforms to the "Standards of Practice" set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17 Florida Administrative Code.
Not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper.

ANDREW R. GETZ STATE OF FLORIDA LICENSED SURVEYOR AND MAPPER 6417

DRAWN: JMG DATE: 1/23/2025
CHKD: AG DATE: 1/23/2025

D.C. JOHNSON ASSOCIATES
SURVEYING AND MAPPING
Licensed Business No. 4514
1000 Legion Place, Suite 1200
San Antonio, FL 33576
Phone: (352) 588-3700
Email: survey@dcjohnson.com
www.dcjohnson.com

BOUNDARY SURVEY
PREPARED FOR:
Pan Am Commerce Park, LLC
Orange Blossom West
PROJECT NO: 2025-015A01BG00001
SEC: 32 | TWP: 25 S | RNG: 28 E | COUNTY: Osceola County

SCALE: 1" = 100'
SHEET NO.
1 of 1

CONSENT AGENDA ITEM #20

MEMORANDUM

TO: CFX Board Members

FROM: Cristina T. Berrios
Deputy General Counsel

DATE: June 2, 2025

SUBJECT: Approval of the Real Estate Purchase and Sale Agreement between J Acquisitions Osceola, LLC and the Central Florida Expressway Authority ("CFX") for Project No. 538-234, Poinciana Parkway Extension, Parcel 53-352

Board approval of the Agreement between CFX and J Acquisitions Osceola, LLC and authorization for the Executive Director or designee to execute the Agreement and all documents necessary to complete the transaction with the authority to approve any non-substantial changes and closing costs as approved by legal counsel, is requested.

The Agreement was recommended for Board approval by the Right of Way Committee on May 28, 2025.

Dinsmore

Legal Counsel.

DINSMORE & SHOHL LLP
Two Landmark Center
225 East Robinson Street ∧ Suite 600
Orlando, Florida 32801
www.dinsmore.com

LESLIE A. EVANS
E-MAIL ADDRESS
Leslie.Evans@Dinsmore.com

DIRECT LINE
(407) 367-0056

MEMORANDUM

TO: CFX Board Members

FROM: Leslie A. Evans
Right of Way Counsel
Dinsmore & Shohl, LLP

DATE: May 30, 2025

RE: Approval of Real Estate Purchase and Sale Agreement between J Acquisitions Osceola, LLC and the Central Florida Expressway Authority (CFX) for Project No. 538-234, Poinciana Parkway Extension (Parcel No.: 53-352)

BACKGROUND

The development of the State Road 538, Poinciana Parkway Extension Project ("Project") requires, among other items, that Central Florida Expressway Authority ("CFX"): (1) obtain certain permits and approvals from the South Florida Water Management District ("SFWMD"); and (2) acquire certain property currently owned by SFWMD ("SFWMD Property"). In exchange for such permits and approvals and conveyance of the SFWMD Property to CFX, SFWMD has required that CFX acquire and convey certain property to SFWMD ("Exchange Property"). Such Exchange Property will be used by SFWMD to offset/mitigate against SFWMD's loss of both the SFWMD Property, and any conservation, wetlands, and/or other environmentally sensitive areas impacted by the Project.

CFX intends to acquire the property described and depicted in **Attachment A** attached hereto (the "Property") as one of the requisite Exchange Properties for the Project. The Property encompasses Osceola County Parcel Identification Number: 23-26-28-000000-40000. Based on the legal description and an existing boundary survey, the Property comprises approximately 81 +/- acres of vacant, undeveloped land. The Property is owned by J Acquisitions Osceola, LLC ("J Acquisitions"). Additionally, under the Agreement J Acquisitions agrees to procure and transfer to CFX temporary access rights to the Property from a nearby right of way.

CFX and J Acquisitions negotiated a purchase price of Two Million Five Hundred Thousand and No/100 Dollars ($2,500,000.00) for the Property, as described in the Real Estate

Purchase and Sale Agreement (the "Agreement") attached as **Attachment B**. With the goal of completing the sale quickly, while still allowing time for CFX to perform its due diligence, the parties structured this transaction to include a traditional due diligence and title review process, with an anticipated closing on or before July 27, 2025. Under the Agreement, each party is responsible for its own attorney's fees, expert fees, and costs, and J Acquisitions is responsible for the cost of title insurance premium and preparation and recordation of the Deed and other closing documents.

The attached Agreement was recommended for Board approval by the Right of Way Committee on May 28, 2025.

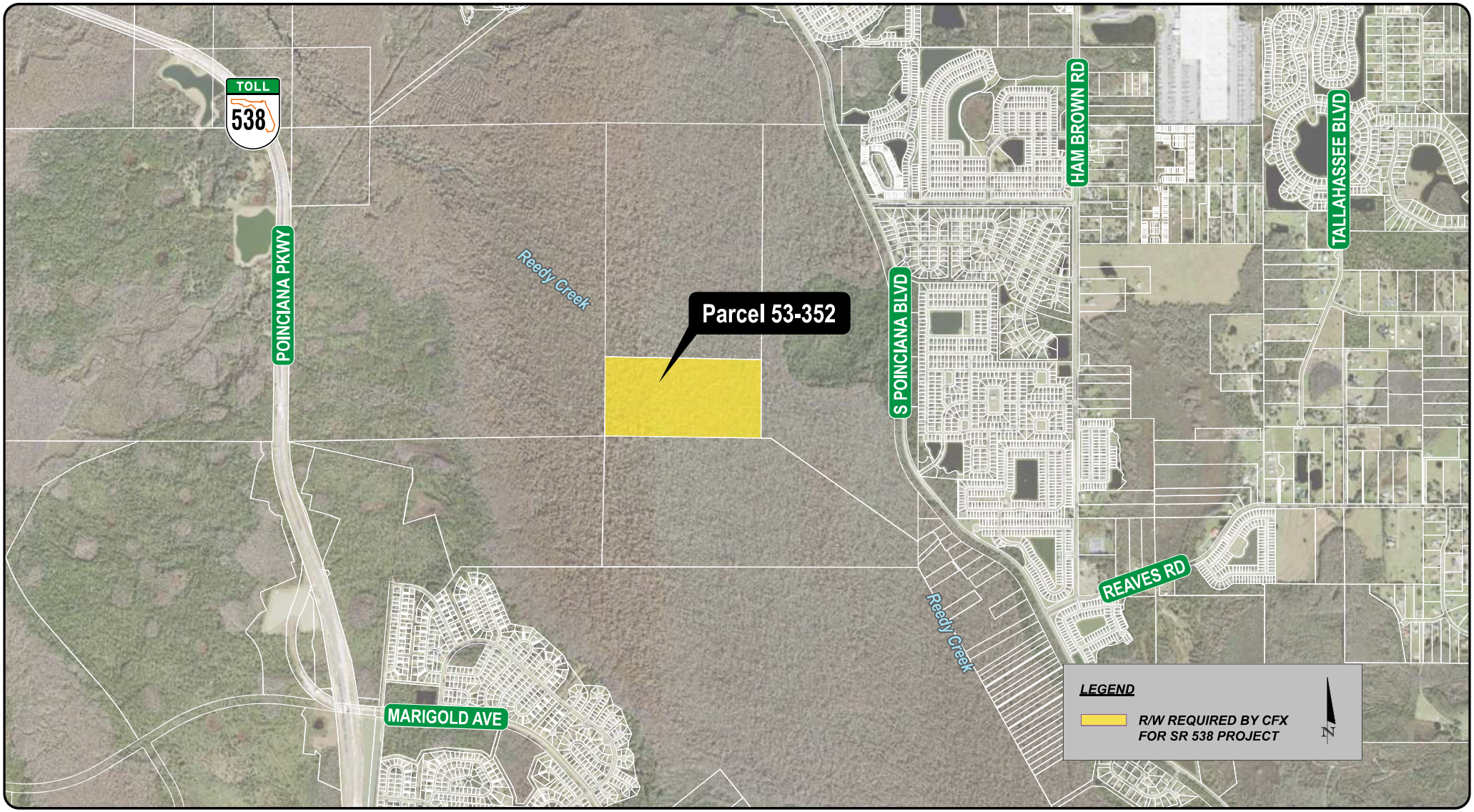
REQUEST

Approval of the Real Estate Purchase and Sale Agreement between J Acquisitions Osceola, LLC and CFX in the amount of Two Million Five Hundred Thousand and No/100 Dollars ($2,500,000.00) for the Property and authorization of the Executive Director or her designee to execute all documents necessary to complete the transaction, with the authority to approve any non-substantial changes as approved by legal counsel.

ATTACHED EXHIBITS

A. Description and Depiction of the Property

B. Real Estate Purchase and Sale Agreement



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Attachment "A"

Project 538-234 & 538-235: Parcel 53-352

Attachment “B”

REAL ESTATE PURCHASE AND SALE AGREEMENT

[See next page]

REAL ESTATE PURCHASE AND SALE AGREEMENT
(Project 538-234; Parcel 53-352)

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT ("**Agreement**") is made and entered into as of the Effective Date (as hereinafter defined), by and between **J ACQUISITIONS OSCEOLA, LLC**, a Florida limited liability company, whose address is 2405 W. Princeton Street, Unit 2, Orlando, Florida 32804 ("**Seller**"), and **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body corporate and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes, whose address is 4974 ORL Tower Road, Orlando, Florida 32807 ("**Purchaser**").

W I T N E S S E T H:

WHEREAS, Seller is the fee simple owner of that certain real property located within Osceola County, Florida consisting of the following Osceola County Parcel Identification Number: 23-26-28-000000-40000 comprising approximately 81 +/- acres of land, more or less, as more particularly described on **Exhibit "A"** attached hereto and incorporated herein by this reference (collectively, the "**Property**"). The parties acknowledge and agree that **Exhibit "A"** contains a preliminary metes and bounds legal description to be reviewed and confirmed by the parties as contained on the Survey (hereinafter defined), as updated, and the parties, if necessary, shall substitute Exhibit "A" with an updated legal description and Survey (as applicable) upon final approval by the parties; and

WHEREAS, Seller desires to sell and convey the Property to Purchaser, and Purchaser desires to acquire from Seller the Property in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the premises, the payment of Ten and No/100 Dollars ($10.00) in hand paid by Purchaser to Seller, the mutual covenants and agreements herein set forth, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereto do hereby covenant and agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. Agreement to Buy and Sell. Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller the Property in the manner and upon the terms and conditions set forth in this Agreement.

3. The Property. For purposes of this Agreement the term "**Property**" shall also include all of Seller's right, title, and interest in, to, and under: (i) all tenements, hereditaments, and appurtenances relating thereto or associated therewith, (ii) all improvements, buildings, and fixtures, if any, situated thereon, (iii) any permits, approvals, authorizations, and licenses relating to or affecting the Property which Purchaser approves, but only to the extent applicable to the Property, (iv) all right, title, and interest of Seller in and to any street, road, alley, or avenue adjoining such Property, and (v) all of Seller's right, title, and interest in any strip, hiatus, gore,

gap, or boundary adjustment area adjoining or affecting such Property, and (vi) all riparian and other water rights relating to such property and all right, title, or interest of Seller in any body of water situated on, under, or adjacent to such property. Seller further agrees to transfer, assign, and convey to Purchaser at closing, at no additional cost or expense, all of Seller's right, title, and interest, if any, in any permits, authorizations, zoning approvals, vested rights agreements, concurrency reservation agreements, impact fee agreements, impact fee credits, entitlements, concurrency reservations, zoning densities, governmental or third-party approvals, and any other similar entitlements or development rights relating to the Property, but only to the extent applicable to the Property.

4. Purchase Price and Method of Payment. The purchase price to be paid by Purchaser to Seller for the Property shall be **TWO MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS ($2,500,000.00)** ("**Purchase Price**"), based upon approximately 81+/- gross acres of land, as certified by the Survey (as defined in Section 5(a) below). The Purchase Price shall be paid as follows:

(a) A deposit in the amount of **TWO HUNDRED THOUSAND AND NO/100 DOLLARS ($200,000.00)** (the "**Deposit**") will be given to Shutts & Bowen LLP, 300 S. Orange Avenue, Suite 1600, Orlando, Florida 32801 ("**Escrow Agent**"), within five (5) business days of the Effective Date of this Agreement, said deposit to be evidenced by a check or wire transfer payable to the Escrow Agent's order, which will be deposited in Escrow Agent's non-interest bearing trust account. The Deposit, if any, will be applied to the Purchase Price at Closing or disbursed as otherwise provided in this Agreement.

(b) Purchaser shall deliver the full Purchase Price, minus the previously delivered Deposit, if any, to the Closing Agent (as defined in Section 8 below) by wire transfer of immediately available funds at Closing (as hereinafter defined in Section 8 below) which funds shall be deposited into escrow and then applied and disbursed by the Closing Agent in accordance with the procedure, credits, adjustments, and prorations set forth in Section 8 below.

5. Survey and Title Matters.

(a) Survey. Attached hereto as **Exhibit C** and incorporated herein by reference is a survey of the Property as prepared by DC Johnson Associates, a registered surveyor licensed in the State of Florida. Unless otherwise waived by Purchaser in writing, Purchaser may, within thirty (30) days after the Effective Date, at its cost, obtain a new current boundary survey (the "**Survey**") and, if desired, of any necessary access easement areas (in which event, such survey shall also be deemed a "Survey" as such term is used in this Agreement) prepared by a registered surveyor, licensed in the State of Florida (the "**Surveyor**"). At the time of the Closing, the Survey, as updated: (i) shall be currently dated; (ii) shall contain a metes and bounds legal description of the Property substantially consistent in all material respects of the graphic depiction of the Property set forth in **Exhibit "A"** attached hereto to be mutually agreed upon by the parties; (iii) shall show, among other things, the location on the Property of all improvements, fences, evidences of abandoned fences, easements, roads, and rights-of-way; (iv) shall identify all roads, easements, and rights-of-way, and in the case of those created by recorded instruments, shall give the recording information for such instruments; (v) shall include the number of gross acres and square feet within the Property; (vi) shall be certified to Seller, Purchaser, Title Company (as defined

below); and (vii) shall be in form and content which shall enable the Title Company to delete the standard survey exception and to issue a survey endorsement to the Title Policy (as defined below). The Surveyor's seal shall be affixed to the Survey.

(b) Title Insurance. Attached hereto as **Exhibit C** and incorporated herein by reference is a title commitment of the Property dated May 12, 2025 naming Purchaser as proposed insured (the "**Title Commitment**"), as prepared by First American Title Insurance Company (the "**Title Company**"), issued by Shutts & Bowen LLP (the "**Title Agent**"). The Title Commitment sets forth the state of title to the Property as of the commitment date stated on the Title Commitment ("**Commitment Date**") together with all exceptions or conditions to such title, including, but not limited to, all easements, restrictions, rights-of-way, covenants, reservations, and all other encumbrances affecting the Property which would appear in an owner's policy of title insurance if issued (the "**Title Policy**"). The Title Commitment has initially been based on the legal description of the Property as set forth in Exhibit "A" attached hereto and shall be updated upon the parties' approval of an updated legal description and Survey of the Property. Purchaser shall have the rights set forth in subparagraph (c) below with respect to any new matters contained on said update or endorsement of the Title Commitment arising after the Commitment Date.

(c) Title and Survey Objection. Within fifteen (15) days after the receipt of the later of the Survey and the Title Commitment (as it may be updated based on the Survey) and the documents referred to therein respectively as conditions, exceptions, or reservations to title to the Property (but in any event no earlier than the date which is fifteen (15) days after the Effective Date of this Agreement), Purchaser shall provide Seller with notice of any matters set forth in the Title Commitment or Survey which are unacceptable to Purchaser, which matters shall be referred to herein as "**Title Defects**". Any matters set forth in the Title Commitment or Survey to which Purchaser does not timely object shall be referred to collectively herein as the "**Permitted Exceptions**". Seller shall have seven (7) days after receipt of the aforesaid notice from Purchaser (the "**Seller's Cure Period**") within which to use commercially reasonable efforts to cure such Title Defects to the reasonable satisfaction of Purchaser and the Title Company. In the event Seller fails or refuses to cure any Title Defect(s) within Seller's Cure Period, then Purchaser may at its option by delivering written notice thereof to Seller within seven (7) days after expiration of the Cure Period (i) terminate this Agreement, and thereupon the Agreement shall be deemed null and void and of no further force and effect, the Deposit shall be promptly returned to Purchaser, and no party hereto shall have any further rights, obligations, or liability hereunder except as otherwise provided herein; or (ii) accept title to the Property subject to such Title Defect(s). It is specifically understood and agreed that, without limitation, Purchaser hereby objects to and will require the removal, correction, or deletion of (i) all standard exceptions set forth in the Title Commitment except for taxes for the year of closing and thereafter which are not yet due and payable (subject to a specific reading of the Survey as to any survey exceptions required by the Title Company), (ii) any gap, overlap, boundary dispute, hiatus, or encroachment identified on the Survey which affects the Property and (iii) all mortgages, monetary liens, or similar encumbrances, and Purchaser will require the deletion or satisfaction of all Requirements set forth in Schedule B, Part I of the Title Commitment. Further, it is understood and agreed that Purchaser hereby objects to, and shall require Seller to release the Property of record from, any financial obligation related to any declarations, covenants, and restrictions. The following matters set forth in the Title Commitment and the Survey shall be referred to collectively herein as the "**Permitted Exceptions**": Item 8 on Schedule B, Part II. At Closing Seller shall provide the Title Company

with such customary affidavits or other documents as are necessary to enable the Title Company to remove the standard exceptions from the Title Policy.

(d) No Additional Encumbrances. It shall be a condition to Purchaser's obligation to proceed with Closing that between the Commitment Date and the date of Closing, no new survey or title matter not approved or deemed approved by Purchaser pursuant to this Section 5 shall have arisen, unless the same is either: (i) caused by or through the acts or omissions of Purchaser, (ii) discharged or endorsed over to Purchaser's reasonable satisfaction in Purchaser's title policy at Closing; or (iii) consented to or agreed to by Purchaser in writing pursuant to the terms of this Agreement. From and after the Commitment Date, Seller shall not, without obtaining Purchaser's prior written consent in each instance, create, incur, consent to or permit to exist, any easement, restriction, right-of-way, reservation, mortgage, lien, pledge, encumbrance, lease, license, occupancy agreement, or legal or equitable interest, which in any way affects the Property or any portion thereof (except those called for in this Agreement) other than those of record as of the Commitment Date and those that will be satisfied by Seller and released of record at Closing, and Seller hereby covenants that Seller shall comply with and abide by all of the terms and provisions of such existing easements, restrictions, rights-of-way, reservations, mortgages, liens, pledges, encumbrances, leases, licenses, occupancy agreements, and agreements through the date of Closing hereunder. Not more than ten (10) days prior to Closing, Seller shall cause the Title Company to update by endorsement the Title Commitment to a date within twenty (20) days of the date of Closing (the "**Update Endorsement**"), which endorsement, together with legible copies of any additional matters identified therein, shall be delivered to Purchaser. If the Update Endorsement includes any additional requirements in Schedule B-Section I, Seller must satisfy the same prior to Closing at Seller's sole cost and expense unless said new requirements were caused by an action of Purchaser. If the Update Endorsement includes any exceptions in Schedule B-Section II that are not already Permitted Exceptions, then Purchaser shall have the right upon written notice to Seller to extend the Closing Date by up to thirty (30) days to permit Seller to cure such new exception(s), and Seller must take all actions reasonably necessary to delete the same prior to the Closing unless said new exceptions were caused by an action of the Purchaser or unless Purchaser consents in writing to the same as a Permitted Exception prior to Closing; provided, however, Seller shall not be required to expend more than $50,000.00 or commence any legal proceeding in order to cause such deletion, unless such new exception is caused by the intentional or willful acts of Seller after the initial date of the Survey or Title Commitment as applicable, in which case Seller shall be required to cure such new exception. Notwithstanding any provision contained in this Agreement to the contrary, in addition to Seller's obligation to cure any new title or survey matters caused by the intentional or willful acts of Seller after the initial date of the Survey or Title Commitment as applicable, Seller shall be required to pay and satisfy any mortgages or other liens on the Property at or prior to Closing which can be cleared by the payment of money, other than liens created by Purchaser. Seller's failure to satisfy said requirements and/or delete said exceptions shall be a default under the Agreement by Seller.

6. Inspection Rights.

(a) Purchaser shall have thirty (30) days after the Effective Date (the "**Inspection Period**"), to determine, in Purchaser's sole and absolute discretion, that the Property is suitable and satisfactory for Purchaser's use or development. At all times before Closing, Purchaser shall have the right, in Purchaser's sole discretion and at Purchaser's expense, to

perform any and all Inspections (as more particularly defined below) Purchaser desires to perform, including but not necessarily limited to the following: (i) having the Property tested, surveyed, and inspected to determine if the Property contains any Hazardous Substances (hereinafter defined), wastes, materials, pollutants, or contaminants and obtaining a hazardous waste report prepared by a registered engineer, which report shall be satisfactory to Purchaser in its sole discretion; (ii) having the Property tested, surveyed, and inspected to determine if the Property contains any endangered or threatened species of animal life or endangered, threatened, or commercially exploited plants on or under it, including, without limitation, any jurisdictional wetlands, such that any state or federal agency, department, or commission would disallow the use of the Property intended by Purchaser or require Purchaser to relocate any such species, plants, or wetlands, and obtaining an endangered species and habitat report, satisfactory to Purchaser in its sole discretion; and (iii) investigating the physical and economic feasibility of developing the Property, including without limitation obtaining studies (such as topographical, environmental, and engineering studies) and investigation of all applicable building, zoning, environmental, and other codes, ordinances, statutes, rules, and regulations affecting the Property, stormwater management, zoning, and development standards, impact and development fees, drainage conditions, soils, other environmental factors, sewer and water utility capacity and availability factors, and any other factors whatsoever considered appropriate by Purchaser in its sole and absolute discretion.

As used herein, "**Hazardous Substances**" shall mean and include all hazardous and toxic substances, wastes, or materials, any pollutants or contaminates (including, without limitation, asbestos and raw materials which include hazardous components), or other similar substances or materials which are included under or regulated by any local, state, or federal law, rule, or regulation pertaining to environmental regulation, contamination, or clean-up, including, without limitation, "CERCLA", "RCRA", or state superlien or environmental clean-up statutes (all such laws, rules and regulations being referred to collectively as "**Environmental Laws**").

(b) In the event Purchaser determines, in its sole discretion, which may be exercised for any reason or no reason at all, that it is not desirable or feasible to use or develop the Property or that it is not satisfied as to any other matter set forth in Section 5 or Section 6 above, or any other matter(s) which Purchaser deems relevant, then in such event Purchaser may, in Purchaser's sole discretion, elect to terminate this Agreement by furnishing written notice thereof to Seller prior to the expiration of the Inspection Period, the Deposit shall be refunded in full to Purchaser within ten (10) days after Seller's receipt of such termination notice, and the parties hereto shall thereafter be relieved of all rights and obligations hereunder except for those rights and obligations which expressly survive a termination of this Agreement.

(c) Access to Property. Purchaser and its agents, employees, and contractors shall at all times before Closing have the right of going upon the Property as needed to inspect, examine, survey, appraise, and otherwise undertake those actions which Purchaser, in its sole discretion, deems necessary or desirable to determine the suitability of the Property for Purchaser's use or development, including without limitation performing any inspection desired by Purchaser. Said privilege shall include, without limitation, the right to perform appraisals, make surveys, soils tests, borings, percolation tests, compaction tests, environmental tests, and tests to obtain any other information relating to the surface, subsurface, and topographic conditions of the Property, all of the foregoing (hereinafter collectively referred to as the "**Inspections**") to be performed at

Purchaser's expense. Purchaser covenants and agrees that such activities shall not cause any damage to Seller or the Property and that the Property shall be restored to substantially the same condition as existed immediately prior to Purchaser's inspection activities pursuant to this Section 6, in the event Purchaser does not acquire same. To the extent permitted by law and without waiving sovereign immunity and any of the protections afforded by Section 768.28, Florida Statutes, and within the limits of liability established under Section 768.28, Florida Statutes, Purchaser shall at all times indemnify, save harmless, and defend Seller from and against any and all claims, liabilities, losses, costs, lawsuits, disputes, damages, and expenses (including reasonable attorneys' fees whether incurred at or before the trial level or in any appellate proceedings) which Seller may suffer, sustain, or incur to the extent arising out of the negligence of Purchaser in the exercise of its rights under this Section 6, including, without limitation, any damage to the Property or to any person or other real or personal property, and including the filing of any mechanics' or other statutory or common law lien or claims against the Property or any part thereof, except to the extent that any such claims, liabilities, losses, costs, lawsuits, disputes, damages, and expenses arise out of or relate to the discovery of a pre-existing condition on the Property or are caused by the Seller's gross negligence or willful misconduct. This provision shall survive Closing or earlier termination of this Agreement.

(d) Access Rights. Seller shall, at its expense, procure for Purchaser, promptly following the Effective Date of this Agreement, any easements, licenses, or other written agreements necessary, as determined by Purchaser in its reasonable discretion, for Purchaser and Purchaser's agents, employees, and contractors to access the Property at all times before Closing to determine the suitability of the Property as provided in this Section 6 and to otherwise inspect the Property before Closing, and to access the Property for a period of no less than three (3) years after Closing, including but not limited to procuring for the benefit of Purchaser the execution by all necessary parties and recording of a temporary easement for access to the Property on terms reasonably acceptable to Purchaser (the "**Access Easement**"). Seller shall have the right upon written notice to Purchaser to extend the Inspection Period by an additional thirty (30) days upon written notice to Purchaser in order to allow Seller to secure such access rights necessary for Purchaser to perform its inspections as contemplated herein, in which event the Closing Date shall also be extended accordingly. In the event Seller is unable to obtain the Access Easement, such failure shall not be deemed a Seller default hereunder. Notwithstanding the provisions of Section 13, Section 7(b), or any other provisions of this Agreement, Purchaser's sole remedy in the event Seller is unable to obtain the Access Easement is to terminate this Agreement, in which event this Agreement, and all rights and obligations arising hereunder, except for those expressly intended to survive such termination, shall be deemed terminated, null and void, and the Deposit, if any, shall be returned to Purchaser.

7. Conditions Precedent to Purchaser's Obligation to Close. Purchaser's obligation to purchase the Property shall be expressly conditioned upon the fulfillment of each of the following conditions precedent (collectively, the "**Conditions to Close**") on or before the date or dates hereinafter specifically provided and in no event later than the date of Closing:

(a) Seller shall have delivered to Purchaser a general warranty deed duly executed and acknowledged conveying marketable fee simple title to the Property to Purchaser free and clear of any tenancies or other rights of any parties in possession, subject only to the Permitted Exceptions and otherwise in a form reasonably acceptable to Purchaser;

(b) Seller shall have procured for Purchaser, and shall deliver to Purchaser effective upon Purchaser's acquisition of title to the Property, any easements, licenses, or other written agreements necessary, as determined by Purchaser in its reasonable discretion, for Purchaser and Purchaser's successors and assigns, to access the Property, including but not limited to procuring for the benefit of Purchaser and its successors and assigns the execution by all necessary parties and recording of the Access Easement.

(c) Purchaser shall have approved the status of title to the Property in accordance with Section 5 and Title Company shall be in a position to issue the Owner's Title Insurance Policy on the Property to Purchaser in the full amount of the Purchase Price, with all Schedule B, Part I requirements met;

(d) Purchaser shall have approved the Property based upon its inspection and investigation pursuant to Section 6 hereof;

(e) Seller shall have executed such documents as are reasonably required by Purchaser or its counsel to properly consummate the closing;

(f) The representations, warranties, and covenants of Seller contained in this Agreement shall be true and correct as of the Closing Date (hereinafter defined) in all material respects and Seller shall sign a certificate to that effect at Closing;

(g) Seller shall have performed and complied with all covenants and agreements contained herein which are to be performed and complied with by Seller at or prior to the Closing;

(h) The Property shall not have been materially affected by any legislative or regulatory change, or any flood, accident, or other materially adverse event that would prevent or prohibit Purchaser's intended use or development;

(i) The Property shall not have been subjected to or made a part of a homeowners or other property owners association; and .

(j) No later than twenty (20) days prior to the Closing Date, Seller shall have delivered to Purchaser copies of any surveys, studies, documents, investigations, tests, leases, licenses, title insurance policies, permits, any association documents, easements, environmental reports and audits, plats, site plans, development plans, and other similar documents or materials in Seller's, or Seller's agents', consultants', employees', or contractors' possession, custody, or control which may aid Purchaser in its investigation of the Property (collectively, the "**Seller's Due Diligence Materials**") and certified in writing to Purchaser its compliance herewith. All of Seller's Due Diligence Materials may be used by Purchaser in such manner as it desires.

(k) Purchaser may at any time or times on or before Closing, at its election, subject to restrictions of law, waive any of the foregoing conditions to its obligations hereunder and the consummation of such sale, but any such waiver shall be effective only if contained in writing signed by Purchaser and delivered to Seller.

(l) In the event any of the foregoing conditions or other conditions to this Agreement are not fulfilled or waived by Purchaser prior to the date of Closing, Purchaser may elect, as its sole and exclusive remedy, to: (i) terminate this Agreement, upon which Seller shall return to CFX the Deposit, if any, within ten (10) days after its receipt of such termination notice, (ii) waive any outstanding Conditions to Close and proceed to close and acquire the Property without adjustment to the Purchaser Price; or (iii) waive any of the Conditions to Close and enter into a post-closing escrow agreement establishing a time certain to complete the unfinished conditions and the provision of a method to financially secure any post-closing obligations.

8. Closing Date and Closing Procedures and Requirements.

(a) Closing Date. The closing (the "**Closing**") shall occur at **4:00 p.m. on July 27, 2025**, unless the parties otherwise agree in writing as to an earlier time and date ("**Closing Date**"). The Closing shall occur at the offices of the Title Agent ("**Closing Agent**"), or any other place and time which is mutually agreed to in advance in writing by all the parties. Notwithstanding the foregoing, the Closing may occur in escrow by mail, electronic transmission, and/or overnight courier upon mutual agreement of the parties. The Closing Agent shall prepare all documents for Closing and act as escrow agent. The Parties acknowledge and agree that Purchaser's obligation to close on July 27, 2025 (or such other Closing Date as may be agreed by the parties), is additionally conditioned on Seller's delivery of the final closing statement to Purchaser no later than five (5) business days before such Closing Date, so that Purchaser can deliver the Purchase Price to the Closing Agent by the Closing Date. Accordingly, in the event Seller shall have failed to timely deliver the final closing statement to Purchaser, (i) Purchaser shall not be in default under this Agreement for failure to close on such Closing Date; and (ii) the Closing Date shall be extended to the date that is five (5) business days after Seller has delivered the final closing statement to Purchaser or other date mutually agreeable between the Parties.

(b) Conveyance of Title. At the Closing, Seller shall execute and deliver to Purchaser a general warranty deed conveying fee simple marketable record title to the Property to Purchaser, free and clear of all liens, special assessments, easements, reservations, restrictions, and encumbrances whatsoever, excepting only the Permitted Exceptions ("**Deed**"). In the event any mortgage, lien, or other encumbrance encumbers the Property at Closing and is not paid and satisfied by Seller prior to Closing, such mortgage, lien, or other encumbrance shall, at Purchaser's election, be satisfied and paid with the proceeds of the Purchase Price. Seller and Purchaser agree that such affidavits, documents, resolutions, certificates of good standing, and certificates of authority as may be necessary to carry out the terms of this Agreement shall be executed and/or delivered by such parties at the time of Closing, including, without limitation, an owner's affidavit in form sufficient to enable the Title Company to delete all standard title exceptions other than survey exceptions from the Title Policy and a certificate duly executed by Seller certifying that Seller is not a foreign person for purposes of the Foreign Investment in Real Property Tax Act (FIRPTA), as revised by the Deficit Reduction Act of 1984 and as may be amended from time to time.

(c) Disclosure Affidavit. At the Closing, Seller shall execute an affidavit disclosing each person or entity having a legal or beneficial interest in the Property as required under Section 286.23, Florida Statutes, as it may be amended from time to time. Such disclosure shall be made in the form of **Exhibit "B"** attached hereto and incorporated herein by this reference.

Seller shall make such disclosure under oath, subject to the penalties for perjury. Seller waives the notice provision of Section 286.23(2), Florida Statutes and warrants that both affidavits shall disclose those persons or entities holding less than five (5%) percent of the beneficial interest of the disclosing entity.

(d) Prorating of Taxes and Assessments. All real property ad valorem taxes, general and special assessments, and charges applicable to the Property shall be prorated as of the Closing Date between Seller and Purchaser, but specifically excluding all assessments assessed by any property owner's association, which if any will be paid in full by Seller on or before the Closing Date. Prior to Closing, Seller shall deliver to Purchaser an estoppel letter from each and any property owner's association confirming the amount of all outstanding assessments, fees, and charges due for the Property as of the Closing Date. At Closing, the Seller shall pay the Purchaser (or the Closing Agent) Seller's pro rata share as of the Closing Date of such other taxes, assessments, and charges as determined by any and all applicable federal, state, county, municipal, or other governmental department or entity, or any authority, commission, board, bureau, court, community development district, or agency having jurisdiction over the Property ("**Governmental Authority**"). Delivery of such tax payment to Osceola County along with a copy of the Deed and a request to Osceola County Tax Collector to remove the Property from the tax roll at Closing shall be the responsibility of the Closing Agent and shall occur at the Closing. If the real property ad valorem taxes, general assessments, and charges applicable to the Property are not available at Closing, then they shall be estimated based upon the most recent information available, and after the taxes are assessed for the then current year, Purchaser and Seller shall adjust the amount actually due by a new proration based on the actual tax bill and, upon demand, the proper party shall promptly pay the differential in cash to the other party.

(e) Special Assessments. Seller shall pay all special assessments to the extent applicable to the Property, in full on or before the Closing Date.

(f) Closing Costs. Seller shall pay the following Closing costs: (i) all real property transfer and transaction taxes and levies relating to the purchase or sale of the Property, if any, including, without limitation, the documentary stamps which shall be affixed to the Deed, (ii) the title insurance premium for the Title Commitment and Title Policy equal to the Purchase Price to be issued by Title Agent, (iii) the cost of recording the Deed, (iv) preparation and recordation of any instruments necessary to correct title, and (v) all of the real estate sales commissions set forth herein, if applicable. The Closing Agent shall prepare, at Seller's expense, all Closing documents. Other than the aforementioned document preparation costs, each party shall pay its own attorneys' fees, expert fees, and costs. Purchaser shall pay for all costs and expenses incurred with respect to its inspections of the Property.

9. Warranties and Representations of Seller. To induce Purchaser to enter into this Agreement and to purchase the Property, Seller, in addition to the other representations and warranties expressly set forth herein, makes the following representations and warranties, each of which is being made as of the Effective Date and the date of Closing, is material and is being relied upon by Purchaser and shall survive Closing hereunder for a period of twelve (12) months:

(a) That Seller owns fee simple marketable record title to the Property, free and clear of all liens, special assessments, easements, reservations, restrictions, and encumbrances

other than the Permitted Exceptions, and there are no tenancy, rental, or other occupancy agreements affecting the Property.

(b) There will be no tenant(s) remaining on the Property, or asserting a right to possession of the Property as of the Closing Date. Seller shall indemnify and hold Purchaser harmless from any suit or claim, including monetary damages, brought by a tenant or any person or entity asserting a claim of possession.

(c) That Seller has not received any written notice and has no actual knowledge that the Property or any portion or portions thereof is or will be subject to or affected by (i) any special assessments, whether or not presently a lien thereon, which special assessments or liens will be discharged by Seller prior to or at Closing, or (ii) any condemnation, eminent domain, change in grade of public streets, or similar proceeding, other than from Purchaser.

(d) That to Seller's knowledge, there are no actions, suits, or proceedings of any kind or nature whatsoever, legal or equitable, affecting the Property or any portion or portions thereof or relating to or arising out of the ownership of the Property, in any court or before or by any federal, state, county, or municipal department, commission, board, bureau, or agency or other governmental instrumentality.

(e) Seller is a Florida limited liability company duly organized and validly existing under the laws of the State of Florida and registered to do business in the State of Florida; Seller has taken all the necessary action under its organizational documents and the individual(s) executing this Agreement has the full right, power, and authority to enter into and deliver this Agreement and to consummate the purchase and sale of the Property in accordance herewith and to perform all covenants and agreements of Seller hereunder.

(f) Seller has no knowledge or notice that any present default or breach exists under any mortgage or other encumbrance affecting the Property or any covenants, conditions, restrictions, rights-of-way, or easements which may affect the Property or any portion or portions thereof and that no condition or circumstance exists which, with the passage of time and/or the giving of notice, or otherwise, would constitute or result in a default or breach under any such covenants, conditions, restrictions, rights-of-way, or easements.

(g) No commitments have been made to any governmental authority (other than Purchaser), utility company, church or other religious body, or any homeowners association, property owners association, or to any other organization, group, or individual, relating to the Property which would impose an obligation upon Purchaser or its successors or assigns to make any contribution or dedications of money or land or to construct, install, or maintain any improvements of a public or private nature on or off the Property, and no governmental authority has imposed any requirement that any developer of the Property pay directly or indirectly any special fees or contributions or incur any expenses or obligations in connection with any development of the Property or any part thereof. The provisions of this section shall not apply to any general real estate taxes.

(h) To the best of Seller's knowledge, neither the Property nor beneath the surface of the Property has ever been used by previous owners and/or operators or Seller to

generate, manufacture, refine, transport, treat, store, handle, or dispose of any Hazardous Substances and Seller has not received any written notice that the Property or beneath the surface of the Property has ever been used by previous owners and/or operators or Seller to generate, manufacture, refine, transport, treat, store, handle, or dispose of any Hazardous Substances. To the best of Seller's knowledge, the Property has never contained nor does it now contain either asbestos, PCBs, or other toxic materials, whether used in construction or stored on the Property. Seller has not received a summons, citation, directive, letter, or other communication, written or oral, from any agency or Department of the State of Florida or the U.S. Government concerning any intentional or unintentional action or omission on Seller's part which has resulted in the releasing, spilling, leaking, pumping, pouring, emitting, emptying, or dumping of Hazardous Substances on the Property.

(i) To the best of Seller's knowledge, there are no pollutants, contaminants, petroleum products, or petroleum by-products, toxins, carcinogens, asbestos, or Hazardous Substances on or beneath the surface of the Property, which Seller or any other person or entity has placed or caused or allowed to be placed upon the Property, and which have caused or which may cause any investigation by any agency or instrumentality of government, which are or may be on the Property in violation of any law or regulation of any local, state, or federal government, or which are or may be a nuisance or health threat to occupants of the Property or other residents of the area.

(j) No person or legal entity other than Purchaser has any right or option whatsoever to acquire the Property or any portion or portions thereof or any interest or interests therein.

(k) That the execution and delivery of this Agreement and the consummation of the transaction contemplated herein shall not and do not constitute a violation or breach by Seller of any provision of any agreement or other instrument to which Seller is a party or to which Seller may be subject although not a party, nor result in or constitute a violation or breach of any judgment, order, writ, injunction, or decree issued against Seller.

(l) Seller is a United States resident, not a foreign person (as such terms are defined in the Internal Revenue Code and Income Tax Regulations), for purposes of U.S. income taxation, and no withholding of sale proceeds is required with respect to Seller's interest in the Property under Section 1445(a) of the Internal Revenue Code.

(m) That each and every one of the foregoing representations and warranties is true and correct as of the Effective Date, will remain true and correct throughout the term of this Agreement, and will be true and correct as of the Closing Date.

(n) In the event that changes occur as to any information, documents or exhibits referred to in the subparagraphs of this Section 9, or in any other part of this Agreement, of which Seller has knowledge, Seller will immediately disclose same to Purchaser when first available to Seller; and in the event of any change which may be deemed by Purchaser in its sole discretion to be materially adverse, Purchaser may, at its election, terminate this Agreement. For purposes of this Agreement, whenever the phrase "to Seller's knowledge," or the "knowledge" of Seller or words of similar import are used, they shall be deemed to refer to facts within the actual knowledge

of Jeffry B. Fuqua and no others without duty of inquiry or investigation whatsoever. Purchaser acknowledges that Jeffry B. Fuqua is named above solely for the purpose of defining the scope of Seller's knowledge and not for the purpose of imposing any liability on or creating any duties running from Jeffry B. Fuqua.

10. Warranties and Representations of Purchaser. To induce Seller to enter into this Agreement, Purchaser, in addition to the other representations and warranties set forth herein, makes the following representations and warranties, each of which is being made as of the Effective Date and the date of Closing, is material and is being relied upon by Seller and shall survive Closing hereunder for a period of twelve (12) months:

(a) That Purchaser has the full right, power, and authority to enter into and deliver this Agreement and to consummate the purchase and sale of the Property in accordance herewith and to perform all covenants and agreements of Purchaser hereunder.

(b) That to the best of Purchaser's actual knowledge without investigation or inquiry, the execution and delivery of this Agreement and the consummation of the transactions contemplated herein shall not and do not constitute a violation or breach by Purchaser of any provision of any agreement or other instrument to which Purchaser is a party or to which Purchaser may be subject although not a party, nor result in or constitute a violation or breach of any judgment, order, writ, injunction, or decree issued against Purchaser.

(c) That each and every one of the foregoing representations and warranties is true and correct as of the Effective Date, will remain true and correct throughout the term of this Agreement, and will be true and correct as of the Closing Date.

(d) That in the event that changes occur as to any of the foregoing representations and warranties of Purchaser contained in this Section 10 of which Purchaser has knowledge, Purchaser will immediately disclose same to Seller when first available to Purchaser.

11. Seller's Affirmative Covenants. In addition to the other covenants and undertakings set forth herein, Seller makes the following affirmative covenants, each of which shall survive Closing hereunder:

(a) From and after the Effective Date and until physical possession of the Property has been delivered to Purchaser, Seller will keep and maintain all of the Property in good order and condition and will comply with and abide by all laws, ordinances, regulations, and restrictions affecting the Property or its use. Prior to Closing, Seller will pay all taxes and assessments prior to the due date thereof, will not commit or permit any waste or nuisance with respect thereto, and will not undertake or permit any grading or any cutting of timber thereon.

(b) If any, Seller will maintain in full force and effect all policies of insurance now in force, insuring the Property against loss from damage or destruction.

(c) At Closing, Seller shall transfer, assign, and convey to Purchaser and its successors and assigns the Access Easement;

(d) At Closing, Seller shall transfer, assign, and convey to Purchaser all of Seller's right, title, and interest in and to all utilities and utility commitments which service or pertain in any manner to the Property, including, without limitation, any water or sewer connections which have been allocated in any manner to the Property or to Seller as owner of the Property and Seller's position on any waiting list relating to any such water or sewer connections.

(e) From and after the Effective Date, Seller shall not: (i) offer to sell the Property, or any portion thereof, to any other person or entity, nor enter into any verbal or written agreement, understanding, or contract relating to the sale of the Property; or (ii) transfer, lease, or convey any of the Property or enter into any agreement to transfer, lease, or convey any of the Property, unless to Purchaser.

(f) Except as otherwise expressly contemplated herein, from and after the Effective Date, Seller shall not encumber or create any liens on the Property.

(g) Except as may be requested by Purchaser, Seller will not take, approve, or consent to change the zoning, use, or permits of or for the Property. Seller will promptly give Purchaser written notice of any information Seller hereafter receives regarding zoning, uses, or permits affecting the Property.

12. Purchaser's Affirmative Covenants. In addition to the other covenants and undertakings set forth herein, Purchaser affirmatively covenants that, unless the Agreement is terminated, Purchaser shall take such other actions and perform such other obligations as are required to consummate the transaction contemplated hereunder including, without limitation, execution of such documents as are reasonably required by Seller or its counsel to properly consummate the Closing.

13. Defaults.

(a) Pre-Closing Default by Seller. In the event, prior to Closing, and beyond any applicable grace or cure period, Seller fails to comply with or perform any of the conditions to be complied with or any of the covenants, agreements, or obligations to be performed by Seller under the terms and provisions of this Agreement, or in the event that Seller fails to timely close the transaction contemplated herein, Purchaser, in Purchaser's sole discretion, shall be entitled to, as Purchaser's sole and exclusive remedy, to elect either to: (i) enforce specific performance of this Agreement against Seller; provided, however, that if specific performance is unavailable as a remedy as a result of an affirmative act or acts of Seller, the Deposit, if any, shall be returned to Purchaser and Purchaser may also seek to recover its actual damages incurred as a result of Seller's default, up to a maximum of Two Hundred Thousand Dollars ($200,000.00); or (ii) terminate this Agreement, in which event the Deposit, if any, shall be returned to Purchaser and Purchaser may also seek to recover its actual damages incurred as a result of Seller's default, up to a maximum of Two Hundred Thousand Dollars ($200,000.00). Purchaser hereby waives all other remedies. Upon any such termination, this Agreement and all rights and obligations created hereunder shall be deemed null and void and of no further force or effect, except as otherwise provided herein.

(b) Pre-Closing Default by Purchaser. In the event, prior to Closing, Purchaser fails to comply with or perform any of the conditions to be complied with or any of the covenants,

agreements, or obligations to be performed by Purchaser under the terms and provisions of this Agreement, or in the event that Purchaser fails to timely close the transaction contemplated hereby, Seller's sole and exclusive remedy for any such default shall be, upon giving written notice to Purchaser as herein provided, to terminate this Agreement and seek to recover its actual damages incurred as a result of Purchaser's default, up to a maximum of Two Hundred Thousand Dollars ($200,000.00), whereupon this Agreement and all rights and obligations created hereby shall automatically terminate and be null and void and of no further force or effect whatsoever, except as otherwise provided herein. Seller hereby waives all other remedies. The parties have agreed that Seller's actual damages in the event of a default by Purchaser would be extremely difficult or impracticable to determine. Therefore, the parties acknowledge that retention of the Deposit, if any, has been agreed upon, after negotiation, as the parties' reasonable estimate of Seller's damages and as Seller's sole and exclusive remedy against Purchaser, at law or in equity, in the event of a default under this Agreement on the part of Purchaser.

(c) Post-Closing Default by Seller or Purchaser. With respect to a default by either party of any of its obligations under this Agreement that survive Closing, or any breach of a representative or warranty contained in this Agreement provided that such claim is made within the survival period, the non-defaulting party may pursue all remedies that may be available to the non-defaulting party, at law or in equity; provided, however, in no event shall a party be liable for special, consequential, punitive, exemplary, indirect, or speculative damages of any kind whatsoever.

(d) Pre-Closing Default by Seller or Purchaser. In the event of a default hereunder, except for a failure to close on the Closing Date for which there is no notice and cure period, the non-defaulting party shall give the defaulting party notice of such default, specifying in reasonable detail the nature of the default. Thereafter, the defaulting party shall have ten (10) days from the date notice of default is given to cure the default; notwithstanding the foregoing, if the default occurs within ten (10) days prior to the Closing Date, the defaulting party shall cure the default no later than 5:00 PM two (2) business days prior to the Closing Date. If the defaulting party cures the default within the aforementioned cure period, it shall not incur any liability to the other party as a result of the default. Each party agrees to reasonably cooperate with the other to cure any default within the aforesaid cure period.

(e) Survival. The provisions of this Section 13 shall expressly survive Closing.

14. Possession of Property. Seller shall deliver to Purchaser full and exclusive possession of the Property on the Closing Date.

15. Risk of Loss; Condemnation. Risk of loss to the Property or any part thereof shall remain with the Seller until the Closing.

(a) If any of the Property is damaged or destroyed (a "casualty event") prior to Closing, then, within three (3) business days following the day when Seller has notice of a casualty event, Seller shall give Purchaser written notice of the casualty event. After the receipt of Seller's notice, Purchaser may elect on or before *the earlier of:* (i) ten (10) business days after the receipt of Seller's notice; *or* (ii) the day of Closing, to: (a) terminate this Agreement and receive a refund of the Deposit, if any, in which event Seller and Purchaser shall be relieved and discharged from

any further obligation or liability herein, except as expressly stated otherwise; or (b) proceed to Closing with no adjustment in the Purchase Price, in which event Seller's rights in all proceeds of any and all insurance related to such casualty event shall be assigned to Purchaser at Closing, and Purchaser shall be entitled to a credit in the amount of Seller's deductible at Closing.

(b) In the event the Property or any portion or portions thereof shall be taken or condemned or be the subject of a bona fide threat of condemnation by any Governmental Authority or entity, other than Purchaser, prior to the Closing Date, Purchaser shall have the option of either: (i) terminating this Agreement by giving written notice thereof to Seller, and Seller shall refund to Purchaser the Deposit, if any, within ten (10) days after its receipt of Purchaser's termination notice, whereupon this Agreement and all rights and obligations created hereunder shall be null and void and of no further force or effect, or (ii) requiring Seller to convey the remaining portion or portions of the Property to Purchaser pursuant to the terms and provisions hereof and to transfer and assign to Purchaser at the Closing all of the right, title, and interest of Seller in and to any award made or to be made by reason of such condemnation. Seller and Purchaser hereby further agree that Purchaser shall have the right to participate in all negotiations with any such Governmental Authority relating to the Property or to the compensation to be paid for any portion or portions thereof condemned by such Governmental Authority or other entity.

16. Broker.

(a) Seller hereby represents and warrants to Purchaser that Seller has not engaged or dealt with any agent, broker or finder in regard to this Agreement or to the sale and purchase of the Property contemplated hereby. Seller hereby indemnifies Purchaser and agrees to hold Purchaser free and harmless from and against any and all liability, loss, cost, damage, and expense, including but not limited to attorneys' and paralegals' fees and costs, whether suit be brought or not, and whether at trial, both prior to and on appeal, or incurred in any mediation, arbitration, administrative, or bankruptcy proceeding, which Purchaser shall ever suffer or incur because of any claim by any agent, broker, or finder engaged by Seller, whether or not meritorious, for any fee, commission, or other compensation with respect to this Agreement or to the sale and purchase of the Property contemplated hereby. Seller agrees to retain legal counsel to defend Purchaser against any claim brought by an agent, broker, or finder claiming to have been engaged by Seller. If Seller refuses to retain legal counsel to defend Purchaser, Seller shall be liable for all attorneys' and paralegals' fees and costs, whether suit be brought or not, and whether at trial, both prior to and on appeal, or incurred in any mediation, arbitration, administrative, or bankruptcy proceeding, incurred by Purchaser in its defense and to pursue Purchaser's rights to be indemnified by Seller.

(b) Purchaser hereby represents and warrants to Seller that Purchaser has not engaged or dealt with any agent, broker or finder in regard to this Agreement or to the sale and purchase of the Property contemplated hereby. To the extent permitted by law and without waiving sovereign immunity and any of the protections afforded by Section 768.28, Florida Statutes, and within the limits of liability established under Section 768.28, Florida Statutes,, Purchaser hereby indemnifies Seller and agrees to hold Seller free and harmless from and against any and all liability, loss, cost, damage, and expense, including but not limited to attorneys' and paralegals' fees and costs, whether suit be brought or not, and whether at trial, both prior to and on appeal, or incurred in any mediation, arbitration, administrative, or bankruptcy proceeding, which Seller shall ever

suffer or incur because of any claim by any agent, broker, or finder engaged by Purchaser, whether or not meritorious, for any fee, commission, or other compensation with respect to this Agreement or to the sale and purchase of the Property contemplated hereby. Purchaser agrees to retain legal counsel to defend Seller against any claim brought by an agent, broker, or finder claiming to have been engaged by Purchaser. Within the limits of Section 768.28, Florida Statutes, if Purchaser refuses to retain legal counsel to defend Seller, Purchaser shall be liable for all attorneys' and paralegals' fees and costs, whether suit be brought or not, and whether at trial, both prior to and on appeal, or incurred in any mediation, arbitration, administrative, or bankruptcy proceeding, incurred by Seller in its defense and to pursue Seller's rights to be indemnified by Purchaser.

17. Notices. Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given: (i) one day after depositing with a nationally recognized overnight courier service, (ii) on the day of hand delivery (provided such delivery occurs prior to 5:00 pm, local Orlando, Florida time), or (iii) via email when transmitted provided that such email is transmitted prior to 5:00 pm, local Orlando, Florida time and the recipient has confirmed receipt by response email, to the address listed below or to such other address as either party may from time to time designate by written notice in accordance with this paragraph:

Purchaser: Central Florida Expressway Authority
Attn: Glenn Pressimone, Chief of Infrastructure
4974 ORL Tower Road
Orlando, Florida 32807
Email: Glenn.Pressimone@cfxway.com

Copy to: Dinsmore & Shohl LLP
Attn: Leslie A. Evans
225 E. Robinson St., Suite 600
Orlando, Florida 32801
Email: Leslie.Evans@Dinsmore.com

Seller: J Acquisitions Osceola, LLC
Attn: Jeffry B Fuqua
2405 W. Princeton Street, Unit 2
Orlando, Florida 32804
Email: jeff@amickinc.com

Copy to: Keating & Schlitt, P.A.
Attn: John Kingman Keating
250 East Colonial Drive, Suite 300
Orlando, Florida 32801
Email: jkk@Keatlaw.com

The attorneys for the parties set forth herein may deliver and receive notices on behalf of their clients.

18. General Provisions.

(a) No failure of either party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

(b) This Agreement contains the entire agreement of the parties hereto, and no representations, inducements, promises, or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect.

(c) The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, personal representatives, successors, and assigns. Time is of the essence of this Agreement. Neither this Agreement, nor any right or obligation of Seller arising under this Agreement, may be assigned or delegated by Seller without the written consent of Purchaser. Purchaser may assign its rights and obligations under this Agreement without Owner's prior written consent and upon written notice to Owner.

(d) Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included. Wherever under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday, or holiday, such time for performance shall be extended to the next business day. For purposes of this Agreement, "holiday" shall mean one of the days designated by Purchaser or the State of Florida 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. Except as otherwise set forth herein, the last day of any period of time described herein shall be deemed to end at 11:59 p.m. local time in Orange County, Florida.

(e) The headings inserted at the beginning of each paragraph are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph.

(f) Seller and Purchaser do hereby covenant and agree that such documents as may be legally necessary or otherwise appropriate to carry out the terms of this Agreement shall be executed and delivered by each party at the Closing.

(g) This Agreement shall be interpreted under the laws of the State of Florida, with venue for any action, suit, or proceeding brought to recover any sum due under, or to enforce compliance with, this Agreement shall lie in the court of competent jurisdiction in and for Orange County, Florida; each party hereby specifically consents to the exclusive personal jurisdiction and exclusive venue of such court.

(h) All of the parties to this Agreement have participated fully in the negotiation and preparation hereof; this Agreement shall not be construed more strongly for or against any party regardless of which party is deemed to have drafted the Agreement.

(i) Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the parties or their successors in interest. Except as otherwise set forth herein, no person other than the parties shall have any rights or privileges under this Agreement, whether as a third-party beneficiary or otherwise.

19. Survival of Provisions. No covenants or obligations (including indemnities, representations, and warranties) set forth in this Agreement shall survive termination or Closing hereunder unless expressly stated herein to the contrary. All survival periods shall be indefinitely unless otherwise expressly stated herein.

20. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules, and regulations. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such invalid, illegal, or unenforceable 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. Attorneys' Fees. In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising herefrom, each party shall bear its own costs, fees, and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal, and legal assistant fees, costs, and expenses and other professional fees, costs, and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, in mediation, arbitration, bankruptcy, or administrative proceeding, or at trial or on appeal and including costs of collection. Notwithstanding the foregoing, nothing contained herein shall be construed or interpreted (a) to alter, amend or waive the Purchaser's sovereign immunity of the State of Florida, or its agencies, or any defenses thereto, beyond the waiver provided in Section 768.28, Florida Statutes; or (b) as the consent of the Purchaser to be sued.

22. Counterparts and Electronic Signatures. This Agreement may be executed in two or more counterpart copies, including digital and electronic signatures, each of which shall be deemed to constitute one original document. The parties may execute different counterparts of this agreement, and, if they do so, the signatures pages from the different counterparts may be combined to provide one integrated document and taken together shall constitute one and the same instrument.

23. Amendment to Agreement. Any amendment to this Agreement shall not be binding upon any of the parties hereto unless such amendment is in writing and executed by the parties hereto. Purchaser does hereby confer upon the Executive Director or Executive Directory's designee, the authority, without further approval from the Purchaser, to finalize the form of all agreements, amendments, easements, contracts, documents necessary to close the transaction contemplated herein, including, without limitation, closing documents, any documents necessary to address title issues, escrow agreements, letters of credit, agreements, and similar documents set forth in this Agreement, and the Purchaser's signature of those agreements, amendments, easements, contracts, and similar documents is hereby authorized.

24. **Effective Date**. When used herein, the term "**Effective Date**" or the phrase "the date hereof" or "the date of this Agreement" shall mean the last date that either Purchaser or Seller execute this Agreement.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, Purchaser and Seller have caused this Agreement to be executed as of the dates set forth below.

WITNESSES:

Print Name: DONALD CUROTTO

Kathy Morehead

Print Name: Kathy Morehead

"SELLER"

J ACQUISITIONS OSCEOLA, LLC,
A Florida limited liability company

By: _____
Jeffry B. Fuqua
Manager

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization on this 19th day of MAY, 2025, by Jeffry B. Fuqua, as Manager of J Acquisitions Osceola, LLC, a Florida limited liability company, on behalf of the organization. He is [X] personally known to me OR [ ] produced N/A as identification.

NOTARY PUBLIC STATE OF FLORIDA
DONALD CUROTTO
Commission # HH 191858
Expires November 12, 2025
Bonded Thru Budget Notary Services

Notary Public
Printed Name: DONALD CUROTTO
Commission No.: HH 191858
My Commission Expires: 11/12/25

[Seller's Signature Page to Real Estate Purchase and Sale Agreement]

Signed, sealed, and delivered
in the presence of:

"PURCHASER"

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

_____
Print Name:_____

_____
Print Name:_____

By:_____
Christopher Maier, Chairman

Date: _____

ATTEST:_____
Regla ("Mimi") Lamaute
Manager of Board Services

Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this 19th day of May, 2025 for its exclusive use and reliance.

By:_____
Leslie A. Evans
Right-of-Way Counsel

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization on this ____ day of _____, 2025, by Christopher Maier, as Chairman of the Central Florida Expressway Authority, on behalf of the organization. He is personally known to me OR produced _____ as identification.

NOTARY PUBLIC

_____
Signature of Notary Public - State of Florida
Print Name:_____
Commission No.:_____
My Commission Expires:_____

[Purchaser's Signature Page to Real Estate Purchase and Sale Agreement]

EXHIBIT "A"

PROPERTY

The Land referred to herein below is situated in the County of OSCEOLA, State of Florida, and is described as follows:

The South ½ of the Southwest ¼ of Section 23, Township 26 South, Range 28 East, Osceola County, Florida.

EXHIBIT "B"

DISCLOSURE OF INTERESTS IN REAL PROPERTY

TO: Central Florida Expressway Authority
Attn: Executive Director
4974 ORL Tower Road
Orlando, Florida 32807

FROM: J Acquisitions Osceola, LLC, a Florida limited liability company (the "Seller")

SUBJECT: Purchase of Osceola County Parcel Identification Number(s):

23-26-28-000000-400000

Please be advised that the undersigned, after diligent search and inquiry, hereby states under oath, and subject to the penalties for perjury, that the name and address of each person having a legal or beneficial interest in the Property is as follows:

Name	**Address**

(Note: Any person identified above who is an employee or elected official of the Central Florida Expressway Authority must be identified as such.)

I swear and affirm that the information furnished herein is accurate as of the date hereof, and I agree to promptly disclose any changes in the information contained herein, or any errors in such information.

This disclosure is made under oath, and I understand that I am subject to penalties for perjury for any false information contained herein.

This disclosure is made pursuant to Section 286.23, Florida Statutes, in connection with a conveyance of the Property to the Central Florida Expressway Authority.

[Signatures on following pages]

WITNESSES:

Print Name: DONALD CUROTTO

Kathy Morehead

Print Name: Kathy Moorehead

"SELLER"

J ACQUISITIONS OSCEOLA, LLC,
a Florida limited liability company

By:
Print Name: JEFFRY B. FUQUA
Title: MANAGER

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization on this 19th day of MAY, 2025, by JEFFRY B. FUQUA, as MANAGER of J Acquisitions Osceola, LLC, a Florida limited liability company, on behalf of the organization. He is [X] personally known to me OR [ ] produced N/A as identification.

Notary Public
Printed Name: DONALD CUROTTO
Commission No.: HH 191858
My Commission Expires: 11/12/25

DONALD CUROTTO
Commission # HH 191858
Expires November 12, 2025
Bonded Thru Budget Notary Services

[Seller's Signature Page to Disclosure Of Interests In Real Property Affidavit]

EXHIBIT "C"

SURVEY

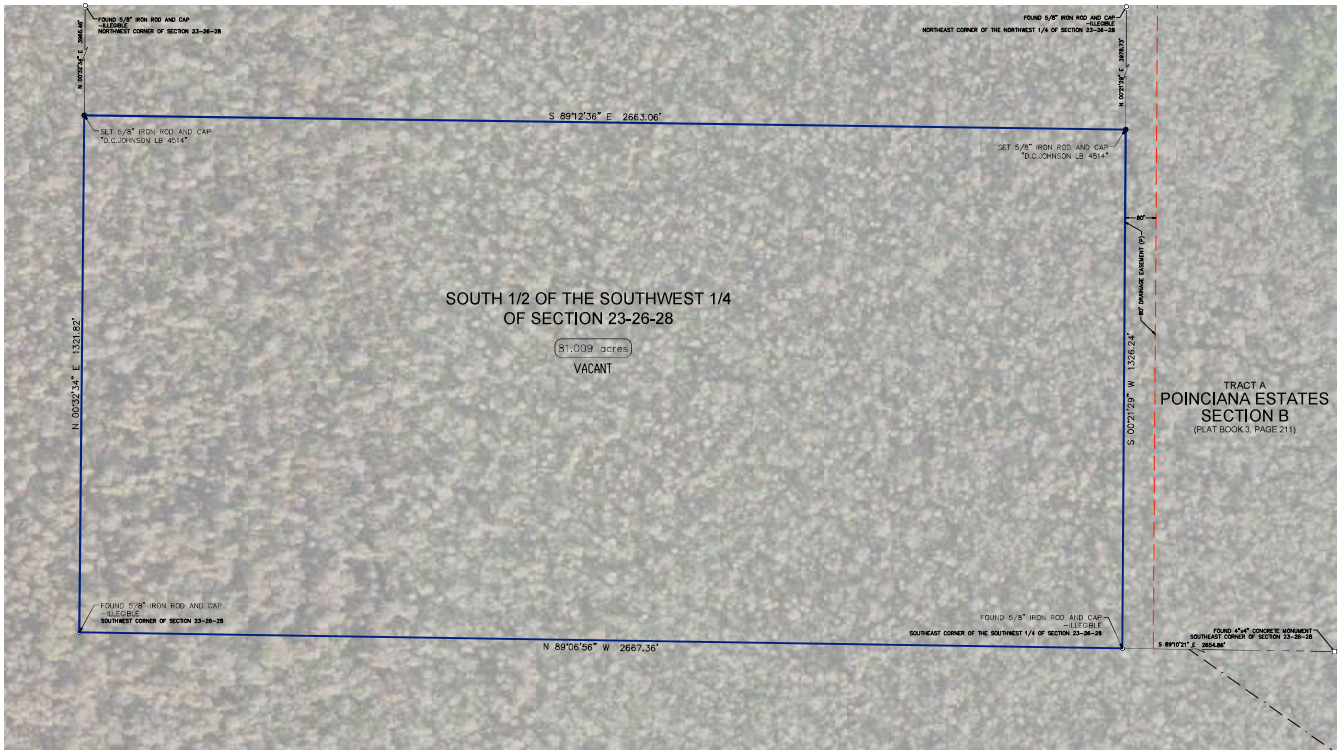
[See Attached.]

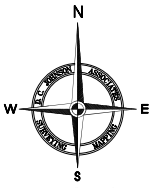
A PORTION OF

SECTION 23, TOWNSHIP 26 SOUTH, RANGE 28 EAST
OSCEOLA COUNTY, FLORIDA

LEGEND

IP, IR = IRON PIPE, IRON ROD
CM = CONCRETE MONUMENT
(F) = FIELD DERIVED MEASUREMENT
(D) = MEASUREMENT PER DESCRIPTION
(P) = PLAT MEASUREMENT
(C) = CALCULATED MEASUREMENT
℄, ℄ = PROPERTY LINE, CENTERLINE
R/W = RIGHT-OF-WAY
P.B. = PLAT BOOK
O.R. = OFFICIAL RECORDS BOOK
PG. = PAGE
○ = FOUND IR (SIZE & REGISTRATION NUMBER AS NOTED)
● = SET 5/8" IR "DC JOHNSON LB 4514"
□ = FOUND CM (SIZE & REGISTRATION NUMBER AS NOTED)
■ = SET 4"x4" CM "LB 4514"
⌂ = FOUND NAIL & DISK (SIZE & REGISTRATION NUMBER AS NOTED)
⬟ = SET NAIL & DISK "LB 4514"
Ⓟ = FOUND IP (SIZE & REGISTRATION NUMBER AS NOTED)





DESCRIPTION: (per Official Records Book 6370, Page 2071 of the Public Records of Osceola County, Florida)

The South 1/2 of the Southwest 1/4 of Section 23, Township 26 South, Range 28 East, of the Public Records of Osceola County, Florida.

SURVEYOR'S NOTES:

1. Use of this survey for purposes other than intended, without written verification, will be at the user's sole risk and without liability to the surveyor. Nothing herein shall be construed to give any rights or benefits to anyone other than those certified to. This survey meets the "Standards of Practice" set forth by the Florida Board of Land Surveyors in Chapter 5J-17 Florida Administrative Code.
2. Surveyor has reviewed Commitment for Title Insurance, Commitment Number 110708995, as issued by Shutts & Bowen LLP, and underwritten by First American Title Insurance Company, issued 04/14/2025 at 8 a.m. All pertinent matters except leases, liens, mortgages, taxes, and/or other similar financial matters, identified as encumbrances in Schedule B-II of said Commitment for Title Insurance, have been shown or noted hereon. The undersigned has relied solely upon said Title Insurance Commitment for all matters pertaining to easements, rights-of-way, setback lines, agreements, reservations, or other similar matters.
3. No instruments of record reflecting easements, right-of-ways and/or ownership were furnished to the undersigned except as shown.
4. No underground installations, improvements or encroachments, have been located except those shown hereon.
5. Bearings and coordinates shown hereon are based on the NAD83 / Florida State Plane Coordinate System, FL-East projection, (USft) with the South boundary of the Southwest 1/4 of Section 23, Township 26 South, Range 28 East, Osceola County, Florida having a grid bearing of N.89°06'56"W.
6. Bearings and distances shown hereon are field measured, unless otherwise indicated.
7. The text for ties to improvements indicates the direction they lie in relation to the boundary.
8. Subject property appears to lie in Flood Zone "AE" according to FEMA Flood Insurance Rate Map Panel No. 12097C0230G, dated 6/18/2013.
9. Subject property may contain lands that are subject to jurisdiction or restriction by one or more of the following agencies: Army Corp. of Engineers, Southwest Florida Water Management District (S.W.F.W.M.D.) or Florida Department of Environmental Protection (F.D.E.P.).
10. The background aerial imagery is shown for informational purposes. It is publicly available through FDOT and flown in 2023.
11. The survey map and report (if applicable) or the copies thereof are not valid without the original signature and seal of a Florida licensed Surveyor and Mapper (if hard copy), or the Adobe PDF containing the electronic signature has not been validated to be the original signed and sealed version (if an electronic file). If an electronic file, printed copies of the survey map are considered to be a valid signed and sealed copy.

SCHEDULE B-II
No B-II Items

BY	DTH							
REVISION								
DATE	5/1/2025	ADD TITLE						

DATE OF FIELD SURVEY: 3/27/2025

Andrew Getz
Andrew T. Getz
Florida Reg. No. 6814
This survey conforms to the "Standards of Practice" set forth by the Florida Board of Land Surveyors in Chapter 5J-17 Florida Administrative Code.

SEAL
DATE: 4/4/2025
DATE: 4/4/2025
DRAWN AKB
CHKD AKB

D.C. JOHNSON ASSOCIATES
SURVEYING AND MAPPING
Licensed Business No. 4514
2111 Wilson Blvd, Suite 700
Arlington, VA 22201
Phone: 703-525-8300
Email: surveying@dcjohnson.com
www.dcjohnson.com

PREPARED FOR: J Acquisitions Osceola LLC

BOUNDARY SURVEY

Wekiva River Mitigation Bank

PROJECT NO: 2025-087A01B000001 | COUNTY: Osceola County
SEC: 23 | TWP: 26 S | RNG: 28 E

SCALE: 1" = 150'
SHEET NO: 1 of 1

ATTACHMENT C-1

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:
Issuing Agent: Shutts & Bowen LLP
Issuing Office:
Issuing Office's ALTA® Registry ID:
Commitment Number: 110706995
Issuing Office File Number: 24908.0033/DJC
Property Address: TBD, TBD, FL 00000
Revision Number: R-1 dated May 16, 2025

SCHEDULE A

1. Commitment Date: May 12, 2025 at 8:00 a.m.

2. Policy to be issued:
   a. [X] ALTA® Owner's Policy
      Proposed Insured: Central Florida Expressway Authority, a body corporate and an agency of the State of Florida
      Proposed Amount of Insurance: $2,800,000.00 [to be confirmed by Seller]
      The estate or interest to be insured: See Item 3 below
   b. [ ] ALTA® Loan Policy
      Proposed Insured:
      Proposed Amount of Insurance: $
      The estate or interest to be insured:
   c. [ ] ALTA® Loan Policy
      Proposed Insured:
      Proposed Amount of Insurance: $
      The estate or interest to be insured:

3. The estate or interest in the Land at the Commitment Date is:

   Fee Simple

4. The Title is, at the Commitment Date, vested in:

   J Acquisitions Osceola, LLC, a Florida limited liability company, by virtue of Book 6370, Page 2071

5. The Land is described as follows:

   See Exhibit A attached hereto and made a part hereof

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ATTACHMENT C-2

Shutts & Bowen LLP

By: _____
Authorized Signatory

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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Issuing Office File Number: 24908.0033/DJC

SCHEDULE B, PART I—Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

    a) Warranty Deed from J Acquisitions Osceola, LLC, a Florida limited liability company, to Central Florida Expressway Authority, a body corporate and an agency of the State of Florida. In connection with said deed, we will further require regarding the grantor:

    i. Production of a copy of the articles of organization and operating agreement if adopted, with an affidavit affixed thereto that it is a true copy of the articles of organization and operating agreement, and all amendments thereto (the "Enabling Documents"), and that the limited liability company has not been dissolved;

    ii. That said deed shall be executed by all of the members, unless the articles of organization provide that the company shall be governed by managers, then said deed shall be executed by all of the managers;

    iii. If the Enabling Documents authorize less than all of the members, or managers as the case may be, to execute a conveyance, then said deed may be executed by such members or managers as are authorized by the articles of organization and operating agreement to execute a conveyance, together with any documentary evidence which may be necessary to show the authority of the parties executing the deed to bind the limited liability company;

    iv. Should any member, or manager if applicable, be other than a natural person, we will require proof of good standing as well as documentation of authority of the person to execute documents on its behalf;

    v. Certificate from the Secretary of State (or other governmental agency designated for the filing of the Enabling Documents) of said limited liability company's domicile, showing the

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limited liability company to have been formed prior to the date of acquisition, together with proof as to the current status of said limited liability company;

vi. Documentary evidence in recordable form, showing compliance with all requirements regarding conveying company property contained in the Enabling Documents; and

vii. The Company reserves the right to amend the commitment, including but not limited to, the addition of further requirements and/or exceptions as it deems necessary based upon a review of any of the documentation required above.

5. INTENTIONALLY DELETED

NOTE: Because the land appears of record to be unencumbered, the Company requires that the affirmative declarations of the title affidavit, which includes a representation that there are no mortgages or other liens against the land whether recorded or not recorded, be properly emphasized before execution. Just as in all transactions, every seller/borrower must be encouraged to disclose any off record encumbrance, lien, or other matter that may affect title before the Company is willing to rely upon the representations contained within the title affidavit.

6. Satisfactory verification from appropriate governmental authorities that any and all unrecorded Special Taxing District Liens, City and County Special Assessment Liens, MSBU Assessment Liens, Impact Fees, and Water, Sewer and Trash Removal Charges, have been paid.

7. Execution at time of closing of the Seller/Owner's Affidavit by owners herein disclosing all facts relative to mechanics', laborers' and materialmens' liens and all facts relevant to parties in possession of the premises to be insured at time of closing. The Company reserves the right to make additional requirements in relation thereto.

8. Proof of payment of taxes and assessments for the year 2024, and prior years, plus any penalties and interest.

Note: The following is for informational purposes only and is given without assurance or guarantee: 2024 taxes show **PAID**. The gross amount is $124.90 for Tax Identification No. R232628-000000400000.

NOTE: Florida Statutes, Sections 692.201-692.205, "Conveyances to Foreign Entities" (the "Statute"), effective July 1, 2023, prohibits ownership of certain real property by certain foreign parties. Pursuant to such Statute, at the time of purchase of real property in Florida, each Buyer must provide an Affidavit that the proposed Insured is not a foreign principal from a foreign country of concern that is restricted from acquiring the Land set forth on Schedule A. In compliance with the statute, Florida Real Estate Commission adopted Rule 61J2-10.200, F.A.C., which established the approved forms for such Affidavits (one for natural persons and one for entities). These affidavits will be provided upon request. Any loss or damage incurred as a result of a violation of this Statute is excluded from coverage under the terms of a title insurance policy. Further, the Company will not knowingly close or insure a transaction that violates this Statute.

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Issuing Office File Number: 24908.0033/DJC

SCHEDULE B, PART II—Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Effective Date but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

2. Any rights, interests, or claims of parties in possession of the land not shown by the Public Records.

3. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land.

4. Any lien, for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the Public Records.

5. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the Land prior to Date of Policy, and any adverse claim to all or part of the Land that is, at Date of Policy, or was previously under water.

6. Taxes or special assessments not shown as liens in the Public Records or in the records of the local tax collecting authority, at Date of Policy.

7. Any minerals or mineral rights leased, granted or retained by current or prior owners.

8. Taxes and assessments for the year 2025 and subsequent years, which are not yet due and payable.

djc

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NOTES FOR STANDARD EXCEPTIONS: Standard Exceptions for parties in possession, for mechanics liens, and for taxes or special assessments not shown as liens in the public records shall be deleted upon receipt of an acceptable Non-Lien and Possession Affidavit establishing who is in possession of the lands, that there are no liens or encumbrances upon the lands other than as set forth in the Commitment, that no improvements to the lands have been made within the past 90 days or are contemplated to be made before closing that will not be paid in full, and that there are no unrecorded taxes or assessments that are not shown as existing liens in the public records. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said affidavit.

Standard Exception(s) for questions of survey may be deleted upon receipt and review of a properly certified Survey meeting the Florida Minimum Technical Standards for all land surveys dated no more than 90 days prior to closing or such other proof as may be acceptable to the Company. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said survey or proof.

The Standard Exception for any minerals or mineral rights leased, granted or retained by current or prior owners is hereby deleted.

9. The public records do not show any legal right of access to or from the land, and, by reason thereof, the Company does not insure any right of access to and from the insured property.

10. Any adverse ownership claim by the State of Florida by right of sovereignty to any part of the Land that is, as of the Date of Policy or was at any time previously, under water (submerged).

11. Terms and conditions of any existing unrecorded lease(s), and all rights of lessee(s) and any parties claiming through the lessee(s) under the lease(s).

Searched by: Sandra Taylor/Commercial Title Examiner - (407)691-5247 - sandtaylor@firstam.com

Note: All of the recording information contained herein refers to the Public Records of OSCEOLA County, Florida, unless otherwise indicated. Any reference herein to a Book and Page or Instrument Number is a reference to the Official Record Books of said county, unless indicated to the contrary.

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First American Title Insurance Company
PO Box 776123
Chicago, IL 60677-6123
Phn - (727)549-3200
Fax - (866)265-4386

May 16, 2025

Re: File #110706995
Property Address: TBD, TBD, FL 00000

REISSUE CREDIT NOTICE

Issued by

First American Title Insurance Company

YOU MAY BE ENTITLED TO A REDUCED PREMIUM FOR TITLE INSURANCE IF THIS OFFICE IS PROVIDED WITH A PRIOR OWNER'S POLICY INSURING THE SELLER OR MORTGAGOR IN THE CURRENT TRANSACTION.

The purpose of this letter is to provide you with important information regarding the title insurance premium that has been or will be charged in connection with this transaction.

Eligibility for a discounted title insurance premium will depend on:

REFINANCE TRANSACTIONS:
To qualify for a reduced premium for title insurance you must provide our office with a copy of your prior owner's policy of title insurance insuring your title to the above-referenced property.

SALES TRANSACTIONS:
To qualify for a reduced premium for title insurance you must provide our office with a copy of your (or your seller's) prior owner's policy of title insurance insuring your title to the above referenced property. The effective date of the prior owner's policy must be less than three years old or the property insured by the policy must be unimproved (except roads, bridges, drainage facilities and utilities are not considered improvements for this purpose).

To qualify for the reduced rate, you or your representative may hand deliver, mail or fax a copy of the prior owner's policy of title insurance to your First American issuing agent conducting your settlement prior to closing, although we will accept the prior policy up to 5 working days after the closing date of your transaction.

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EXHIBIT A

The Land referred to herein below is situated in the County of OSCEOLA, State of Florida, and is described as follows:

The South 1/2 of the Southwest 1/4 of Section 23, Township 26 South, Range 28 East, Osceola County, Florida.

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ALTA COMMITMENT FOR TITLE INSURANCE
issued by
FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, First American Title Insurance Company, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____
Kenneth D. DeGiorgio, President

By: _____
Lisa W. Cornehl, Secretary

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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COMMITMENT CONDITIONS

1. DEFINITIONS

a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.

b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.

c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.

d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.

e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.

f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.

g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.

h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.

i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.

j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

a. the Notice;
b. the Commitment to Issue Policy;
c. the Commitment Conditions;
d. Schedule A;

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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e. Schedule B, Part I—Requirements; and
f. Schedule B, Part II—Exceptions; and
g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
   i. comply with the Schedule B, Part I—Requirements;
   ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
   iii. acquire the Title or create the Mortgage covered by this Commitment.
b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
e. The Company is not liable for the content of the Transaction Identification Data, if any.
f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an

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agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.

e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.

f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. ARBITRATION

The Policy contains an arbitration clause as follows:

a. All claims and disputes arising out of or relating to this policy, including any service or other matter in connection with issuing this policy, any breach of a policy provision, or any other claim or dispute arising out of or relating to the transaction giving rise to this policy, may be submitted to binding arbitration only when agreed to by both the Company and the Insured. Arbitration must be conducted pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("ALTA Rules"). The ALTA Rules are available online at www.alta.org/arbitration. The ALTA Rules incorporate, as appropriate to a particular dispute, the Consumer Arbitration Rules and Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules"). The AAA Rules are available online at www.adr.org.

b. *If there is a final judicial determination that a request for particular relief cannot be arbitrated in accordance with this Condition 18 (Condition 17 of the Loan Policy), then only that request for particular relief may be brought in court. All other requests for relief remain subject to this Condition 18 (Condition 17 of the Loan Policy).*

c. Fees will be allocated in accordance with the applicable AAA Rules. The results of arbitration will be binding upon the parties. The arbitrator may consider, but is not bound by, rulings in prior arbitrations involving different parties. The arbitrator is bound by rulings in prior arbitrations involving the same parties to the extent required by law. The arbitrator must issue a written decision sufficient to explain the findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any State or federal court having jurisdiction.

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CONSENT AGENDA ITEM
#21

MEMORANDUM

TO: CFX Board Members

FROM: Cristina T. Berrios
Deputy General Counsel

DATE: June 2, 2025

SUBJECT: Approval of the Real Estate Purchase and Sale Agreement ("Agreement") between KPB Cattle LLC and the Central Florida Expressway Authority ("CFX") for Project No. 534-243, Parcels 534-350 and 534-850

Board approval of the Agreement between CFX and KPB Cattle LLC and authorization for the Executive Director or designee to execute the Agreement and all documents necessary to complete the transaction with the authority to approve any non-substantial changes and closing costs as approved by legal counsel, is requested.

The Agreement was recommended for Board approval by the Right of Way Committee on May 28, 2025.

Dinsmore

Legal Counsel.

DINSMORE & SHOHL LLP
Two Landmark Center
225 East Robinson Street • Suite 600
Orlando, Florida 32801
www.dinsmore.com

LESLIE A. EVANS
E-MAIL ADDRESS
Leslie.Evans@Dinsmore.com

DIRECT LINE
(407) 367-0056

MEMORANDUM

TO: CFX Board Members

FROM: Leslie A. Evans
Right of Way Counsel
Dinsmore & Shohl, LLP

DATE: May 30, 2025

RE: Approval of Real Estate Purchase Agreement between KPB Cattle LLC and the Central Florida Expressway Authority (CFX) for Project No.: 534-243
Parcel Nos.: 534-350 (Subject Property); 534-850 (Permanent Access Easement)

BACKGROUND

In connection with the development of the State Road 534 Project ("Project"), the Central Florida Expressway Authority ("CFX") is working together with the South Florida Water Management District ("SFWMD") to further CFX's objective to offset/mitigate against any conservation, wetlands, and/or other environmentally sensitive areas impacted by the Project.

Central Florida Expressway Authority ("CFX") desires to acquire the property described and depicted in **Attachment A** attached hereto (the "Property") to secure the release of a conservation easement in support of the Project. The Property encompasses Osceola County Parcel Identification Numbers: (i) 26-27-31-0000-0010-0000; (ii) 27-27-31-0000-0020-0000; (iii) 34-27-31-0000-0010-0000; and (iv) 35-27-31-0000-0010-0000. Based on the legal description, the Property collectively comprise approximately 882 +/- acres of land. The Property is owned by KPB Cattle LLC ("KPB Cattle"). Together with the Property, KPB Cattle agreed to procure and transfer to CFX a 30-foot wide permanent access easement to the Property from Canoe Creek Road, as depicted in **Attachment A** attached hereto ("Permanent Access Easement").

CFX and KPB Cattle negotiated a purchase price of Nine Million Seven Hundred Two Thousand and No/100 Dollars ($9,702,000.00) for the Property, as described in the Real Estate Purchase Agreement (the "Agreement") attached as **Attachment B**. The parties structured this transaction to include a traditional due diligence and title review process, with an inspection

period of thirty (30) days and the closing to occur fifteen (15) days thereafter. Under the Agreement, KPB Cattle agrees to: (i) acquire and convey to CFX certain oil, gas, and mineral rights with respect to the Property; and (ii) procure for CFX's benefit the Permanent Access Easement. The purchase price is consistent with sales of nearby tracts and appraisals of similar properties in the area developed by CFX's appraiser, Pinel & Carpenter, Inc. Under the Agreement, each party is responsible for its own attorney's fees, expert fees, and costs, and KPB Cattle is responsible for the cost of title insurance premium and preparation and recordation of the Deed and other closing documents.

The attached Agreement was recommended for Board approval by the Right of Way Committee on May 28, 2025.

REQUEST

Approval of the Real Estate Purchase Agreement between KPB Cattle LLC and CFX in the amount of Nine Million Seven Hundred Two Thousand and No/100 Dollars ($9,702,000.00) for the Property and authorization of the Executive Director or her designee to execute all documents necessary to complete the transaction, with the authority to approve any non-substantial changes as approved by legal counsel.

ATTACHED EXHIBITS

A. Description and Depiction of the Property and Permanent Access Easement

B. Real Estate Purchase Agreement

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Attachment "A"

Project 534-243: Parcel 534-350 and Permanent Access Easement 534-850

Attachment “B”

REAL ESTATE PURCHASE AGREEMENT

[See next page]

REAL ESTATE PURCHASE AGREEMENT
(Project 534-243; Parcels 534-350 and **534-850)**

THIS REAL ESTATE PURCHASE AGREEMENT ("**Agreement**") is made and entered into as of the Effective Date (as hereinafter defined), by and between **KPB CATTLE LLC**, a Florida limited liability company, whose address is P.O. Box 426, Lorida, FL 33857, Attn: _____ ("**Seller**"), and **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body corporate and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes, whose address is 4974 ORL Tower Road, Orlando, Florida 32807 ("**Purchaser**").

W I T N E S S E T H:

WHEREAS, Seller is the fee simple owner of that certain real property located within Osceola County, Florida comprising approximately 882 +/- acres of land, as more particularly described on **Exhibit "A"** attached hereto and incorporated herein by this reference (collectively, the "**Property**" and constituting Purchaser's Parcel 534-350). The parties acknowledge and agree that **Exhibit "A"** contains the legal description and a graphic depiction of the Property and may, upon mutual agreement of the parties, be replaced with the Survey (as hereinafter defined) and an updated legal description as contained on the Survey; and

WHEREAS, Seller desires to sell and convey the Property to Purchaser, and Purchaser desires to acquire from Seller the Property in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the premises, the payment of Ten and No/100 Dollars ($10.00) in hand paid by Purchaser to Seller, the mutual covenants and agreements herein set forth, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereto do hereby covenant and agree as follows:

1. **Recitals**. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **Agreement to Buy and Sell**. Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller the Property in the manner and upon the terms and conditions set forth in this Agreement.

3. **The Property**. For purposes of this Agreement the term "Property" shall also include all of Seller's right, title, and interest in, to, and under: (i) all tenements, hereditaments, and appurtenances relating thereto or associated therewith, (ii) all improvements, buildings, and fixtures, if any, situated thereon, (iii) any permits, approvals, authorizations, and licenses relating to or affecting the Property which Purchaser approves, but only to the extent applicable to the Property, (iv) all right, title, and interest of Seller in and to any street, road, alley, or avenue adjoining such Property, and (v) all of Seller's right, title, and interest in any strip, hiatus, gore, gap, or boundary adjustment area adjoining or affecting such Property, (vi) all riparian and other water rights relating to such property and all right, title, or interest of Seller in any body of water situated on, under, or adjacent to such property; and (vii) all surface and subsurface rights, title,

and interest relating to or affecting such Property, including but not limited to oil, gas, and mineral rights. Seller further agrees to transfer, assign, and convey to Purchaser at closing, at no additional cost or expense, all of Seller's right, title, and interest, if any, in any permits, authorizations, zoning approvals, vested rights agreements, concurrency reservation agreements, impact fee agreements, impact fee credits, entitlements, concurrency reservations, zoning densities, governmental or third-party approvals, and any other similar entitlements or development rights relating to the Property, but only to the extent applicable to the Property. Seller shall purchase the Quit Claim Deed attached hereto as **Exhibit "E"** from ADK SOHO FUND L.P. to address the oil, gas, and mineral interests shown on the preliminary title commitment issued by Fidelity attached hereto as **Exhibit "D"** and incorporated by reference herein (this does not address any royalty interests related to the Property)("**Consolidated Mineral Rights**"). If any other mineral interest (except royalty interests) is shown on the final Title Commitment, then and in that event, Seller shall cause that additional mineral interest to be removed by the Closing. Failing that, the Purchaser may take title subject to same or terminate the Agreement and receive a full refund of the Deposit.

4. Purchase Price and Method of Payment. The purchase price to be paid by Purchaser to Seller for the Property shall be Nine Million Seven Hundred Two Thousand and No/100 Dollars ($9,702,000.00) ("**Purchase Price**"). The Purchase Price shall be paid as follows:

(a) A deposit in the amount of One Hundred Thousand Dollars ($100,000.00) (the "Deposit") will be given to Bert J. Harris, III of Swaine Harris & Wohl, PA, 401 Dal Hall Blvd, Lake Placid, Florida 33852 (Bert@Heartlandlaw.com)("**Escrow Agent**"), within five (5) business days of the Effective Date of this Agreement, said deposit to be made by wire transfer payable to the Escrow Agent's order, which will be deposited in Escrow Agent's non-interest bearing trust account and shall be applied as a credit to the Purchase Price at Closing or disbursed as otherwise provided in this Agreement.

(b) The balance of the Purchase Price shall be paid by Purchaser at the Closing (as hereinafter defined) by wire transfer of immediately available funds to the Closing Agent (as hereinafter defined), which funds shall be deposited into escrow and then applied and disbursed by the Closing Agent at Closing subject to appropriate credits, adjustments, and prorations as provided in this Agreement.

5. Survey and Title Matters.

(a) Survey. Unless otherwise waived by Purchaser in writing, Purchaser may, within thirty (30) days after the Effective Date, at its cost, obtain a new current boundary survey (the "**Survey**") of the Property and, if desired, of the access easement areas identified in the Access Easement (as hereinafter defined) (in which event, such survey shall also be deemed a "Survey" as such term is used in this Agreement) prepared by a registered surveyor, licensed in the State of Florida (the "**Surveyor**"); alternatively, the parties may otherwise agree in writing that Seller shall obtain such Survey(s). If Purchaser elects to obtain a Survey, the Survey: (i) shall be currently dated; (ii) shall contain a metes and bounds legal description of the Property substantially consistent with the Property set forth in **Exhibit "A"** attached hereto to be mutually agreed upon by the parties; (iii) shall show, among other things, the location on the Property of all improvements, fences, evidences of abandoned fences, easements and evidence of easements, roads, and rights-of-way; (iv) shall identify all roads, easements, and rights-of-way, and in the case

of those created by recorded instruments, shall give the recording information for such instruments; (v) shall include the number of gross acres and square feet within the Property; (vi) shall be certified to Seller, Purchaser, Title Company (as defined below); and (vii) shall be in form and content which shall enable the Title Company to delete the standard survey exception and to issue a survey endorsement to the Title Policy (as defined below). The Surveyor's seal shall be affixed to the Survey.

(b) Title Insurance. Unless otherwise waived by Purchaser in writing, within thirty (30) days after the Effective Date, Purchaser may obtain, at Seller's expense, a current title insurance commitment and a copy of all exceptions referred to therein (the "**Title Commitment**") from a national title company reasonably acceptable to Purchaser and selected by Seller (the "**Title Company**"). The Title Commitment shall set forth the state of title to the Property together with all exceptions or conditions to such title, including, but not limited to, all easements, restrictions, rights-of-way, covenants, reservations, and all other encumbrances affecting the Property which would appear in an owner's policy of title insurance naming Purchaser as insured if issued (the "**Title Policy**"). The Title Commitment will initially be based on the legal description of the Property as set forth in **Exhibit "A"** attached hereto. Seller shall cause the Title Company to update the Title Commitment based on the Survey, whereupon Purchaser shall have the rights set forth in subparagraph (c) below with respect to any new matters contained on said update or endorsement.

(c) Title and Survey Objection. Within ten (10) days after the receipt of each of the Survey and the Title Commitment, respectively, and the documents referred to therein respectively as conditions, exceptions, or reservations to title to the Property (but in any event no earlier than the date which is ten (10) business days after the Effective Date of this Agreement), Purchaser shall provide Seller with notice of any matters set forth in the Title Commitment or Survey which are unacceptable to Purchaser, which matters shall be referred to herein as "**Title Defects**". Any matters set forth in the Title Commitment or Survey to which Purchaser does not timely object shall be referred to collectively herein as the "**Permitted Exceptions**". Seller shall have five (5) business days after receipt of the aforesaid notice from Purchaser (the "**Seller's Cure Period**") within which to use commercially reasonable efforts to cure such Title Defects to the reasonable satisfaction of Purchaser and the Title Company. In the event Seller fails or refuses to cure any Title Defect(s) within Seller's Cure Period, then Purchaser may at its option by delivering written notice thereof to Seller within five (5) business days after expiration of the Cure Period (i) terminate this Agreement, and thereupon the Agreement shall be deemed null and void and of no further force and effect, the Deposit shall be promptly returned to Purchaser, and no party hereto shall have any further rights, obligations, or liability hereunder except as otherwise provided herein; or (ii) accept title to the Property subject to such Title Defect(s). It is specifically understood and agreed that, without limitation, Purchaser hereby objects to and will require the removal, correction, or deletion of (i) all standard exceptions set forth in the Title Commitment except for taxes for the year of closing and thereafter which are not yet due and payable (subject to a specific reading of the Survey as to any survey exceptions required by the Title Company), (ii) any gap, overlap, boundary dispute, hiatus, or encroachment identified on the Survey which affects the Property and (iii) all mortgages, monetary liens, or similar encumbrances. Further, it is understood and agreed that Purchaser hereby objects to, and shall require Seller to release the Property of record from, any financial obligation related to a property owner's association, including declarations, covenants, and restrictions. At Closing, Seller shall provide the Title Company with such customary affidavits or other documents as are necessary to enable the Title

Company to remove the standard exceptions from the Title Policy. Notwithstanding any of the foregoing to the contrary, the Consolidated Mineral Rights shall not be deemed a Permitted Exception, and other surface or subsurface oil, gas, or mineral rights, title, or interests (except royalties) shall be governed by the terms of Section 3.

(d) No Additional Encumbrances. It shall be a condition to Purchaser's obligation to proceed with Closing that between the expiration of the Inspection Period (as hereinafter defined) and the date of Closing, no new survey or title matter not approved or deemed approved by Purchaser pursuant to this Section 5 shall have arisen, unless the same is either: (i) caused by or through the acts or omissions of Purchaser, (ii) discharged or endorsed over to Purchaser's reasonable satisfaction in Purchaser's title policy at Closing; or (iii) consented to or agreed to by Purchaser in writing pursuant to the terms of this Agreement. From and after the Effective Date, Seller shall not, without obtaining Purchaser's prior written consent in each instance, create, incur, consent to or permit to exist, any easement, restriction, right-of-way, reservation, mortgage, lien, pledge, encumbrance, lease, license, occupancy agreement, or legal or equitable interest, which in any way affects the Property or any portion thereof (except those called for in this Agreement) other than those of record as of the Effective Date and those that will be satisfied by Seller and released of record at Closing, and Seller hereby covenants that Seller shall comply with and abide by all of the terms and provisions of such existing easements, restrictions, rights-of-way, reservations, mortgages, liens, pledges, encumbrances, leases, licenses, occupancy agreements, and agreements through the date of Closing hereunder. Not more than ten (10) days prior to Closing, Seller shall cause the Title Company to update by endorsement the Title Commitment to a date within twenty (20) days of the date of Closing (the "**Update Endorsement**"), which endorsement, together with legible copies of any additional matters identified therein, shall be delivered to Purchaser. If the Update Endorsement includes any additional requirements in Schedule B-Section I, Seller must satisfy the same prior to Closing at Seller's sole cost and expense unless said new requirements were caused by an action of Purchaser. If the Update Endorsement includes any exceptions in Schedule B-Section II that are not already Permitted Exceptions, then Purchaser shall have the right upon written notice to Seller to extend the Closing Date by up to thirty (30) days to permit Seller to cure such new exception(s), and Seller must take all actions reasonably necessary to delete the same prior to the Closing unless said new exceptions were caused by an action of the Purchaser or unless Purchaser consents in writing to the same as a Permitted Exception prior to Closing; provided, however, Seller shall not be required to expend more than $50,000.00 or commence any legal proceeding in order to cause such deletion, unless such new exception is caused by the intentional or willful acts of Seller after the initial date of the Survey or Title Commitment as applicable, in which case Seller shall be required to cure such new exception. Notwithstanding any provision contained in this Agreement to the contrary, in addition to Seller's obligation to cure any new title or survey matters caused by the intentional or willful acts of Seller after the initial date of the Survey or Title Commitment as applicable, Seller shall be required to pay and satisfy any mortgages or other liens on the Property at or prior to Closing which can be cleared by the payment of money, other than liens created by Purchaser. Seller's failure to satisfy said requirements and/or delete said exceptions shall be a default under the Agreement by Seller.

6. Inspection Period.

(a) Purchaser shall have thirty (30) days after the Effective Date (the "**Inspection Period**"), to determine, in Purchaser's sole and absolute discretion, that the Property is suitable and satisfactory for Purchaser's use or development. During the Inspection Period, Purchaser may, in Purchaser's sole discretion and at Purchaser's expense, perform any and all Inspections (as more particularly defined below) Purchaser desires to perform, including but not necessarily limited to the following: (i) having the Property tested, surveyed, and inspected to determine if the Property contains any Hazardous Substances (hereinafter defined), wastes, materials, pollutants, or contaminants and obtaining a hazardous waste report prepared by a registered engineer, which report shall be satisfactory to Purchaser in its sole discretion; (ii) conducting a Phase II environmental study if desired by Purchaser based on the results of the Phase I study; and (iii) having the property tested, surveyed, and inspected to determine that the Property is in the same condition as it was when the original Phase I study was performed. As used herein, "**Hazardous Substances**" shall mean and include all hazardous and toxic substances, wastes, or materials, any pollutants or contaminates (including, without limitation, asbestos and raw materials which include hazardous components), or other similar substances or materials which are included under or regulated by any local, state, or federal law, rule, or regulation pertaining to environmental regulation, contamination, or clean-up, including, without limitation, "CERCLA", "RCRA", or state superlien or environmental clean-up statutes (all such laws, rules and regulations being referred to collectively as "**Environmental Laws**").

(b) In the event Purchaser determines, in its sole discretion, which may be exercised for any reason or no reason at all, that it is not desirable or feasible to use or develop the Property or that it is not satisfied as to any other matter set forth in Section 6(a) above, or any other matter(s) which Purchaser deems relevant, then in such event Purchaser may, in Purchaser's sole discretion, elect to terminate this Agreement by furnishing written notice thereof to Seller prior to the expiration of the Inspection Period, and the parties hereto shall thereafter be relieved of all rights and obligations hereunder except for those rights and obligations which expressly survive a termination of this Agreement. In the event Purchaser terminates this Agreement within thirty (30) days after the Effective Date of this Agreement, the Deposit shall be refunded in full to Purchaser within ten (10) days after Seller's receipt of such termination notice. It is expressly understood and agreed by Seller and Purchaser that in the event Purchaser fails or elects not to terminate this Agreement within such thirty (30) day period following the Effective Date, the Escrow Agent shall deliver the Deposit to Seller, and the Deposit shall become non-refundable to Purchaser except in the event of a Seller default as provided herein.

(c) Intentionally Deleted

(d) Access to Property. Purchaser and its agents, employees, and contractors shall at all times before Closing have the right of going upon the Property as needed to inspect, examine, survey, appraise, and otherwise undertake those actions which Purchaser, in its sole discretion, deems necessary or desirable to determine the suitability of the Property for Purchaser's use or development, including without limitation performing any inspection more particularly set forth in Section 6(a) above. Said privilege shall include, without limitation, the right to perform appraisals, make surveys, soils tests, borings, percolation tests, compaction tests, environmental tests, and tests to obtain any other information relating to the surface, subsurface, and topographic

conditions of the Property, all of the foregoing (hereinafter collectively referred to as the "**Inspections**") to be performed at Purchaser's expense. Purchaser covenants and agrees that such activities shall not cause any damage to Seller or the Property and that the Property shall be restored to substantially the same condition as existed immediately prior to Purchaser's inspection activities pursuant to this Section 6, in the event Purchaser does not acquire same. To the extent permitted by law and without waiving sovereign immunity and any of the protections afforded by Section 768.28, Florida Statutes, and within the limits of liability established under Section 768.28, Florida Statutes, Purchaser shall at all times indemnify, save harmless, and defend Seller from and against any and all claims, liabilities, losses, costs, lawsuits, disputes, damages, and expenses (including reasonable attorneys' fees whether incurred at or before the trial level or in any appellate proceedings) which Seller may suffer, sustain, or incur to the extent arising out of the negligence of Purchaser in the exercise of its rights under this Section 6, including, without limitation, any damage to the Property or to any person or other real or personal property, and including the filing of any mechanics' or other statutory or common law lien or claims against the Property or any part thereof, except to the extent that any such claims, liabilities, losses, costs, lawsuits, disputes, damages, and expenses arise out of or relate to the discovery of a pre-existing condition on the Property or are caused by the Seller's gross negligence or willful misconduct. This provision shall survive Closing or earlier termination of this Agreement.

(e) Seller shall, at its expense, use its best efforts (but no less than commercially reasonable efforts) to procure for Purchaser, promptly following the Effective Date of this Agreement, a permanent access easement substantially in the form attached hereto and incorporated herein as **Exhibit "C"** for Purchaser and its agents, employees, and contractors to access the Property at all times before Closing, and for Purchaser and Purchaser's successors and assigns to access the Property upon taking title to the Property (the "**Easement Agreement**", constituting Purchaser's Parcel 534-850). If Seller shall fail to procure such Easement Agreement, then Purchaser's remedy shall be to either: (i) waive such obligation of Seller; or (ii) terminate this Agreement and receive a refund of its Deposit.

7. Conditions Precedent to Purchaser's Obligation to Close. Purchaser's obligation to purchase the Property shall be expressly conditioned upon the fulfillment of each of the following conditions precedent (collectively, the "**Conditions to Close**") on or before the date or dates hereinafter specifically provided and in no event later than the Closing Date:

(a) Seller shall have delivered to Purchaser a special warranty deed duly executed and acknowledged conveying marketable fee simple title to the Property, including without limitation the conveyance of the Consolidated Mineral Rights, to Purchaser free and clear of any tenancies, licenses, leasehold interests, reservations, or other rights of any parties in possession, subject only to the Permitted Exceptions and otherwise in a form reasonably acceptable to Purchaser;

(b) Seller shall have procured for Purchaser the Easement Agreement substantially in the form attached hereto and incorporated herein for Purchaser and Purchaser's successors and assigns, to access the Property. As of May 19, 2025, negotiations with the owners of the servient estate regarding the Easement Agreement have not been completed. By the end of

Purchaser's diligence period, the Seller shall use its best efforts to obtain the final easement agreement from the owners of the servient estate. Purchaser shall in writing approve of the final Easement Agreement within 10 business days of its receipt; or in the alternative, in its sole discretion, terminate this contract and receive its deposit or waive such closing condition. Failure to timely elect either shall represent Purchaser's acceptance of the final Easement Agreement.

(c) Purchaser shall have approved the status of title to the Property in accordance with Sections 3 and 5 and Title Company shall be in a position to issue the Owner's Title Insurance Policy on the Property to Purchaser in the full amount of the Purchase Price, with all Schedule B, Part I requirements met and with all Schedule B, Part II exceptions relating to Consolidated Mineral Rights removed, except as may be waived in writing by Purchaser;

(d) There shall have been no material change in the condition or use of the Property, including but not limited to any change with respect to pollutants, contaminants, petroleum products, or petroleum by-products, toxins, carcinogens, asbestos, or Hazardous Substances on or beneath the surface of the Property, since the date of the Phase I Environmental Site Assessment prepared by Energy Renewal Partners, LLC dated September 25, 2020;

(e) Seller shall have executed such documents as are reasonably required by Purchaser or its counsel to properly consummate the Closing;

(f) The representations, warranties, and covenants of Seller contained in this Agreement shall be true and correct as of the Closing Date (hereinafter defined) in all material respects and Seller shall sign a certificate to that effect at Closing.

(g) Seller shall have performed and complied with all covenants and agreements contained herein which are to be performed and complied with by Seller at or prior to the Closing.

(h) The Property shall not have been materially affected by any legislative or regulatory change, or any flood, accident, or other materially adverse event that would prevent or prohibit Purchaser's intended use or development.

(i) Seller shall, at Seller's cost and expense, exempt (or shall cause the Property to be exempt) from any assessments levied by a homeowners association or property owners association, if applicable, set forth in applicable declarations so long as the Property is owned by Purchaser and used for Purchaser's intended use or development (the "**Association Exemption**"). Purchaser and Seller shall cooperate in good faith to agree upon the form, manner, and content of the instrument establishing each such Association Exemption prior to the expiration of the Inspection Period.

(j) Purchaser may at any time or times on or before Closing, at its election, subject to restrictions of law, waive any of the foregoing conditions to its obligations hereunder and the consummation of such sale, but any such waiver shall be effective only if contained in writing signed by Purchaser and delivered to Seller.

(k) In the event any of the foregoing conditions or other conditions to this Agreement are not fulfilled or waived by Purchaser prior to the date of Closing, Purchaser may

elect, as its sole and exclusive remedy, to: (i) terminate this Agreement, upon which Seller shall return to CFX the Deposit within ten (10) days after its receipt of such termination notice, (ii) waive any outstanding Conditions to Close and proceed to close and acquire the Property without adjustment to the Purchaser Price; or (iii) waive any of the Conditions to Close and enter into a post-closing escrow agreement establishing a time certain to complete the unfinished conditions and the provision of a method to financially secure any post-closing obligations. Notwithstanding the foregoing to the contrary, Purchaser shall have the unilateral right and option to extend the Closing Date for up to three (3) additional periods of fifteen (15) days each in order to: (i) allow Seller to secure from applicable third parties the acquisition of any and all surface and subsurface oil, gas, and mineral rights with respect to the Property, which Seller must take all actions reasonably necessary to effectuate; and (ii) allow Seller to secure for Purchaser from applicable third parties the execution and delivery of necessary Property access rights; to satisfy the conditions set forth in sections 7(a) and (b) above.

8. Closing Date and Closing Procedures and Requirements.

(a) Closing Date. The closing (the "**Closing**") shall occur at 3:00 p.m. on the date that is fifteen (15) days after the expiration of the Inspection Period, as the same may be extended in accordance with the terms of this Agreement, unless the parties otherwise agree in writing as to an earlier time and date ("**Closing Date**"). The Closing shall occur at the offices of the Title Agent ("**Closing Agent**"), or any other place and time which is mutually agreed to in advance in writing by all the parties. Notwithstanding the foregoing, the Closing may occur in escrow by mail, electronic transmission, and/or overnight courier upon mutual agreement of the parties. Notwithstanding anything to the contrary contained in this Agreement, the Closing Date shall be no earlier than the date which is five (5) business days after: (i) Purchaser has confirmed that all Conditions to Close have been met and will be met at Closing; and (ii) both parties have approved the final closing statement, and upon notice to Seller, Purchaser shall have the unilateral right to extend the Closing Date for an additional five (5) business days accordingly. The Closing Agent shall prepare all documents for Closing and act as escrow agent. Buyer hereby waives any objection to Closing Agent's representation of Seller in the preparation of this Agreement or in any future dispute or legal proceeding arising out of this Agreement.

(b) Conveyance of Title. At the Closing, Seller shall execute and deliver to Purchaser a special warranty deed conveying fee simple marketable record title to the Property to Purchaser, including all Consolidated Mineral Rights and Seller's other surface and subsurface rights, title, and interest relating to or affecting such Property, including but not limited to oil, gas, and mineral rights (except as may be specifically waived in writing by Purchaser) free and clear of all liens, special assessments, easements, reservations, restrictions, and encumbrances whatsoever, excepting only the Permitted Exceptions ("**Deed**"). In the event any mortgage, lien, or other encumbrance encumbers the Property at Closing and is not paid and satisfied by Seller prior to Closing, such mortgage, lien, or other encumbrance shall, at Purchaser's election, be satisfied and paid with the proceeds of the Purchase Price. Seller and Purchaser agree that such affidavits, documents, resolutions, certificates of good standing, and certificates of authority as may be necessary to carry out the terms of this Agreement shall be executed and/or delivered by such parties at the time of Closing, including, without limitation, an owner's affidavit in form sufficient to enable the Title Company to delete all standard title exceptions other than survey exceptions from the Title Policy and a certificate duly executed by Seller certifying that Seller is

not a foreign person for purposes of the Foreign Investment in Real Property Tax Act (FIRPTA), as revised by the Deficit Reduction Act of 1984 and as may be amended from time to time.

(c) Disclosure Affidavit. At the Closing, Seller shall execute an affidavit disclosing each person or entity having a legal or beneficial interest in the Property as required under Section 286.23, Florida Statutes, as it may be amended from time to time. Such disclosure shall be made in the form of **Exhibit "B"** attached hereto and incorporated herein by this reference. Seller shall make such disclosure under oath, subject to the penalties for perjury. Seller waives the notice provision of Section 286.23(2), Florida Statutes and warrants that both affidavits shall disclose those persons or entities holding less than five (5%) percent of the beneficial interest of the disclosing entity.

(d) Prorating of Taxes and Assessments. All real property ad valorem taxes, general and special assessments, and charges applicable to the Property shall be prorated as of the Closing Date between Seller and Purchaser, but specifically excluding all assessments assessed by any property owner's association, which if any will be paid in full by Seller on or before the Closing Date. Prior to Closing, Seller shall deliver to Purchaser an estoppel letter from each and any property owner's association confirming the amount of all outstanding assessments, fees, and charges due for the Property as of the Closing Date. At Closing, Seller shall pay the Purchaser (or the Closing Agent) Seller's pro rata share as of the Closing Date of such other taxes, assessments, and charges as determined by any and all applicable federal, state, county, municipal, or other governmental department or entity, or any authority, commission, board, bureau, court, community development district, or agency having jurisdiction over the Property ("**Governmental Authority**"). Delivery of such tax payment to Osceola County along with a copy of the Deed and a request to Osceola County Tax Collector to remove the Property from the tax roll at Closing shall be the responsibility of the Closing Agent and shall occur at Closing. If the real property ad valorem taxes, general assessments, and charges applicable to the Property are not available at Closing, then they shall be estimated based upon the most recent information available, and after the taxes are assessed for the then current year, Purchaser and Seller shall adjust the amount actually due by a new proration based on the actual tax bill and, upon demand, the proper party shall promptly pay the differential in cash to the other party.

(e) Special Assessments. Seller shall pay all special assessments to the extent applicable to the Property, in full on or before the Closing Date.

(f) Closing Costs. Seller shall pay the following Closing costs: (i) all real property transfer and transaction taxes and levies relating to the purchase or sale of the Property, if any, including, without limitation, the documentary stamps which shall be affixed to the Deed, (ii) the title insurance premium for the Title Commitment and Title Policy equal to the Purchase Price to be issued by Title Agent, (iii) the cost of recording the Deed, (iv) preparation and recordation of any instruments necessary to correct title, and (v) all of the real estate sales commissions set forth herein, if applicable. The Closing Agent shall prepare, at Purchaser's sole expense, all Closing documents. Other than the aforementioned document preparation costs, each party shall pay its own attorneys' fees, expert fees, and costs. Purchaser shall pay for all costs and expenses incurred with respect to its inspections of the Property.

9. Warranties and Representations of Seller. To induce Purchaser to enter into this Agreement and to purchase the Property, Seller, in addition to the other representations and warranties expressly set forth herein, makes the following representations and warranties, each of which is being made as of the Effective Date and the date of Closing, is material and is being relied upon by Purchaser and shall survive Closing hereunder for a period of twelve (12) months:

(a) Seller owns fee simple marketable record title to the Property, free and clear of all liens, special assessments, easements, reservations, restrictions, and encumbrances other than the Permitted Exceptions (to the extent stated in the title commitments exchanged by the parties to date and to its best knowledge) and as of the Closing Date there are no tenancy, rental, or other occupancy agreements affecting the Property.

(b) There will be no tenant(s) remaining on the Property, or asserting a right to possession of the Property as of the Closing Date. Seller shall indemnify and hold Purchaser harmless from any suit or claim, including monetary damages, brought by a tenant or any person or entity asserting a claim of possession.

(c) That Seller has not received any written notice and has no actual knowledge that the Property or any portion or portions thereof is or will be subject to or affected by (i) any special assessments, whether or not presently a lien thereon, which special assessments or liens will be discharged by Seller prior to or at Closing, or (ii) any condemnation, eminent domain, change in grade of public streets, or similar proceeding, other than from Purchaser.

(d) There are no actions, suits, or proceedings of any kind or nature whatsoever, legal or equitable, affecting the Property or any portion or portions thereof or relating to or arising out of the ownership of the Property, in any court or before or by any federal, state, county, or municipal department, commission, board, bureau, or agency or other governmental instrumentality.

(e) Seller is a Florida limited liability company duly organized and validly existing under the laws of the State of Florida and registered to do business in the State of Florida; Seller has taken all the necessary action under its organizational documents and the individual(s) executing this Agreement has the full right, power, and authority to enter into and deliver this Agreement and to consummate the purchase and sale of the Property in accordance herewith and to perform all covenants and agreements of Seller hereunder.

(f) Seller has no knowledge or notice that any present default or breach exists under any mortgage or other encumbrance affecting the Property or any covenants, conditions, restrictions, rights-of-way, or easements which may affect the Property or any portion or portions thereof and that no condition or circumstance exists which, with the passage of time and/or the giving of notice, or otherwise, would constitute or result in a default or breach under any such covenants, conditions, restrictions, rights-of-way, or easements.

(g) No commitments have been made to any governmental authority (other than Purchaser), utility company, church or other religious body, or any homeowners association, property owners association, or to any other organization, group, or individual, relating to the Property which would impose an obligation upon Purchaser or its successors or assigns to make

any contribution or dedications of money or land or to construct, install, or maintain any improvements of a public or private nature on or off the Property, and no governmental authority has imposed any requirement that any developer of the Property pay directly or indirectly any special fees or contributions or incur any expenses or obligations in connection with any development of the Property or any part thereof. The provisions of this section shall not apply to any general real estate taxes.

(h) To the best of Seller's knowledge, neither the Property nor beneath the surface of the Property has ever been used by previous owners and/or operators or Seller to generate, manufacture, refine, transport, treat, store, handle, or dispose of any Hazardous Substances and Seller has not received any written notice that the Property or beneath the surface of the Property has ever been used by previous owners and/or operators or Seller to generate, manufacture, refine, transport, treat, store, handle, or dispose of any Hazardous Substances. To the best of Seller's knowledge, the Property has never contained nor does it now contain either asbestos, PCBs, or other toxic materials, whether used in construction or stored on the Property. Seller has not received a summons, citation, directive, letter, or other communication, written or oral, from any agency or Department of the State of Florida or the U.S. Government concerning any intentional or unintentional action or omission on Seller's part which has resulted in the releasing, spilling, leaking, pumping, pouring, emitting, emptying, or dumping of Hazardous Substances on the Property.

(i) To the best of Seller's knowledge, there are no pollutants, contaminants, petroleum products, or petroleum by-products, toxins, carcinogens, asbestos, or Hazardous Substances on or beneath the surface of the Property, which Seller or any other person or entity has placed or caused or allowed to be placed upon the Property, and which have caused or which may cause any investigation by any agency or instrumentality of government, which are or may be on the Property in violation of any law or regulation of any local, state, or federal government, or which are or may be a nuisance or health threat to occupants of the Property or other residents of the area.

(j) No person or legal entity other than Purchaser has any right or option whatsoever to acquire the Property or any portion or portions thereof or any interest or interests therein.

(k) That the execution and delivery of this Agreement and the consummation of the transaction contemplated herein shall not and do not constitute a violation or breach by Seller of any provision of any agreement or other instrument to which Seller is a party or to which Seller may be subject although not a party, nor result in or constitute a violation or breach of any judgment, order, writ, injunction, or decree issued against Seller.

(l) Seller is a United States resident, not a foreign person (as such terms are defined in the Internal Revenue Code and Income Tax Regulations), for purposes of U.S. income taxation, and no withholding of sale proceeds is required with respect to Seller's interest in the Property under Section 1445(a) of the Internal Revenue Code.

(m) That each and every one of the foregoing representations and warranties is true and correct as of the Effective Date, will remain true and correct throughout the term of this Agreement, and will be true and correct as of the Closing Date.

(n) In the event that changes occur as to any information, documents or exhibits referred to in the subparagraphs of this Section 9, or in any other part of this Agreement, of which Seller has knowledge, Seller will immediately disclose same to Purchaser when first available to Seller; and in the event of any change which may be deemed by Purchaser in its sole discretion to be materially adverse, Purchaser may, at its election, terminate this Agreement. For purposes of this Agreement, whenever the phrase "to Seller's knowledge," or the "knowledge" of Seller or words of similar import are used, they shall be deemed to refer to facts within the actual knowledge of Walter S. Bronson, Sharon B. Petti, Susan B. Williams, and/or Stanley T. Bronson and no others without duty of inquiry or investigation whatsoever. Purchaser acknowledges that Walter S. Bronson, Sharon B. Petti, Susan B. Williams, and/or Stanley T. Bronson are named above solely for the purpose of defining the scope of Seller's knowledge and not for the purpose of imposing any liability on or creating any duties running from Walter S. Bronson, Sharon B. Petti, Susan B. Williams, and Stanley T. Bronson.

10. Warranties and Representations of Purchaser. To induce Seller to enter into this Agreement, Purchaser, in addition to the other representations and warranties set forth herein, makes the following representations and warranties, each of which is being made as of the Effective Date and the date of Closing, is material and is being relied upon by Seller and shall survive Closing hereunder for a period of twelve (12) months:

(a) That Purchaser has the full right, power, and authority to enter into and deliver this Agreement and to consummate the purchase and sale of the Property in accordance herewith and to perform all covenants and agreements of Purchaser hereunder.

(b) That to the best of Purchaser's actual knowledge without investigation or inquiry, the execution and delivery of this Agreement and the consummation of the transactions contemplated herein shall not and do not constitute a violation or breach by Purchaser of any provision of any agreement or other instrument to which Purchaser is a party or to which Purchaser may be subject although not a party, nor result in or constitute a violation or breach of any judgment, order, writ, injunction, or decree issued against Purchaser.

(c) That each and every one of the foregoing representations and warranties is true and correct as of the Effective Date, will remain true and correct throughout the term of this Agreement, and will be true and correct as of the Closing Date.

(d) That in the event that changes occur as to any of the foregoing representations and warranties of Purchaser contained in this Section 10 of which Purchaser has knowledge, Purchaser will immediately disclose same to Seller when first available to Purchaser.

11. Seller's Affirmative Covenants. In addition to the other covenants and undertakings set forth herein, Seller makes the following affirmative covenants, each of which shall survive Closing hereunder:

(a) From and after the Effective Date and until physical possession of the Property has been delivered to Purchaser, Seller will keep and maintain all of the Property in good order and condition and will comply with and abide by all laws, ordinances, regulations, and restrictions affecting the Property or its use to its knowledge. Prior to Closing, Seller will pay all taxes and assessments prior to the due date thereof, will not commit or permit any waste or nuisance with respect thereto, and will not undertake or permit any grading, mining activities, or any cutting of timber thereon.

(b) Seller will maintain in full force and effect all policies of insurance now in force, insuring the Property against loss from damage or destruction.

(c) At Closing, Seller shall transfer, assign, and convey to Purchaser and its successors and assigns all of Seller's right, title, and interest in and to the Access Easement;

(d) From and after the Effective Date, Seller shall not: (i) offer to sell the Property, or any portion thereof, to any other person or entity, nor enter into any verbal or written agreement, understanding, or contract relating to the sale of the Property; or (ii) transfer, lease, or convey any of the Property or enter into any agreement to transfer, lease, or convey any of the Property, unless to Purchaser.

(e) Except as otherwise expressly contemplated herein, from and after the Effective Date, Seller shall not encumber or create any liens on the Property.

(f) Except as may be requested by Purchaser, Seller will not take, approve, or consent to change the zoning, use, or permits of or for the Property. Seller will promptly give Purchaser written notice of any information Seller hereafter receives regarding zoning, uses, or permits affecting the Property.

12. Purchaser's Affirmative Covenants. In addition to the other covenants and undertakings set forth herein, Purchaser affirmatively covenants that, unless the Agreement is terminated, Purchaser shall take such other actions and perform such other obligations as are required to consummate the transaction contemplated hereunder including, without limitation, execution of such documents as are reasonably required by Seller or its counsel to properly consummate the Closing.

13. Defaults.

(a) Pre-Closing Default by Seller. In the event, prior to Closing, Seller fails to comply with or perform any of the conditions to be complied with or any of the covenants, agreements, or obligations to be performed by Seller under the terms and provisions of this Agreement, in Purchaser's sole discretion, shall be entitled to, as Purchaser's sole and exclusive remedy, to elect either to: (i) terminate this Agreement upon giving written notice of termination to Seller as herein provided, in which event the Deposit shall be returned to Purchaser and Purchaser may also seek to recover its actual damages incurred as a result of Seller's default (but not exceeding $20,000.00, or (ii) waive such Seller default in writing and proceed to closing without adjustment to the Purchase Price; provided, however, in the event that Seller fails to timely close the transaction contemplated herein due to its willful or intentional action or inaction, Purchaser's shall have the right and remedy, in its sole discretion, to elect to enforce specific

performance of this Agreement against Seller; and if specific performance is unavailable as a remedy as a result of an affirmative act or acts of Seller, then the Deposit shall be returned to Purchaser and Purchaser may also seek to recover its actual damages incurred as a result of Seller's default, including without limitation recovery of its expenses incurred during the negotiation of this Agreement. Upon any such termination, this Agreement and all rights and obligations created hereunder shall be deemed null and void and of no further force or effect, except as otherwise provided herein. The parties have agreed that Purchaser actual damages in the event of a default by Seller would be extremely difficult or impracticable to determine. Therefore, the parties acknowledge that above agreed sum has been agreed upon, after negotiation, as the parties' reasonable estimate of Purchaser's maximum damages and as Purchaser's sole and exclusive remedy against Seller, at law or in equity, in the event of a default under this Agreement on the part of Seller, except as otherwise provided herein.

(b) Pre-Closing Default by Purchaser. In the event, prior to Closing, Purchaser fails to comply with or perform any of the conditions to be complied with or any of the covenants, agreements, or obligations to be performed by Purchaser under the terms and provisions of this Agreement, or in the event that Purchaser fails to timely close the transaction contemplated hereby, Seller's sole and exclusive remedy for any such default shall be, upon giving written notice to Purchaser as herein provided, to terminate this Agreement and retain the Deposit as liquidated damages, whereupon this Agreement and all rights and obligations created hereby shall automatically terminate and be null and void and of no further force or effect whatsoever, except as otherwise provided herein. Seller hereby waives all other remedies, including specific performance. The parties have agreed that Seller's actual damages in the event of a default by Purchaser would be extremely difficult or impracticable to determine. Therefore, the parties acknowledge that retention of the Deposit has been agreed upon, after negotiation, as the parties' reasonable estimate of Seller's damages and as Seller's sole and exclusive remedy against Purchaser, at law or in equity, in the event of a default under this Agreement on the part of Purchaser.

(c) Post-Closing Default by Seller or Purchaser. With respect to a default by either party of any of its obligations under this Agreement that survive Closing, or any breach of a representative or warranty contained in this Agreement provided that such claim is made within the survival period, the non-defaulting party may pursue all remedies that may be available to the non-defaulting party, at law or in equity; provided, however, in no event shall a party be liable for special, consequential, punitive, exemplary, indirect, or speculative damages of any kind whatsoever.

(d) Pre-Closing Default by Seller or Purchaser. In the event of a default hereunder, except for a failure to close on the Closing Date for which there is no notice and cure period, the non-defaulting party shall give the defaulting party notice of such default, specifying in reasonable detail the nature of the default. Thereafter, the defaulting party shall have ten (10) days from the date notice of default is given to cure the default; notwithstanding the foregoing, if the default occurs within ten (10) days prior to the Closing Date, the defaulting party shall cure the default no later than 5:00 PM two (2) business days prior to the Closing Date. If the defaulting party cures the default within the aforementioned cure period, it shall not incur any liability to the other party as a result of the default. Each party agrees to reasonably cooperate with the other to cure any default within the aforesaid cure period.

(e) Survival. The provisions of this Section 13 shall expressly survive Closing.

14. Possession of Property. Seller shall deliver to Purchaser full and exclusive possession of the Property on the Closing Date.

15. Risk of Loss; Condemnation. The property is vacant raw land. Hurricane or fire are the loss risks. Purchaser accepts the risk that either could happen after the Effective Date, and based thereon waives any claim against Seller for damages, price reduction and the right to terminate this contract based on loss caused by hurricane or fire.

16. Broker.

(a) Seller hereby indemnifies Purchaser and agrees to hold Purchaser free and harmless from and against any and all liability, loss, cost, damage, and expense, including but not limited to attorneys' and paralegals' fees and costs, whether suit be brought or not, and whether at trial, both prior to and on appeal, or incurred in any mediation, arbitration, administrative, or bankruptcy proceeding, which Purchaser shall ever suffer or incur because of any claim by any agent, broker, or finder engaged by Seller, whether or not meritorious, for any fee, commission, or other compensation with respect to this Agreement or to the sale and purchase of the Property contemplated hereby. Seller agrees to retain legal counsel to defend Purchaser against any claim brought by an agent, broker, or finder claiming to have been engaged by Seller. If Seller refuses to retain legal counsel to defend Purchaser, Seller shall be liable for all attorneys' and paralegals' fees and costs, whether suit be brought or not, and whether at trial, both prior to and on appeal, or incurred in any mediation, arbitration, administrative, or bankruptcy proceeding, incurred by Purchaser in its defense and to pursue Purchaser's rights to be indemnified by Seller.

(b) Purchaser hereby represents and warrants to Seller that Purchaser has not engaged or dealt with any agent, broker or finder in regard to this Agreement or to the sale and purchase of the Property contemplated hereby. Purchaser hereby indemnifies Seller and agrees to hold Seller free and harmless from and against any and all liability, loss, cost, damage, and expense, including but not limited to attorneys' and paralegals' fees and costs, whether suit be brought or not, and whether at trial, both prior to and on appeal, or incurred in any mediation, arbitration, administrative, or bankruptcy proceeding, which Seller shall ever suffer or incur because of any claim by any agent, broker, or finder engaged by Purchaser, whether or not meritorious, for any fee, commission, or other compensation with respect to this Agreement or to the sale and purchase of the Property contemplated hereby. Purchaser agrees to retain legal counsel to defend Seller against any claim brought by an agent, broker, or finder claiming to have been engaged by Purchaser. If Purchaser refuses to retain legal counsel to defend Seller pursuant to the previous sentence in this Section 16(b), Purchaser shall be liable for all attorneys' and paralegals' fees and costs, whether suit be brought or not, and whether at trial, both prior to and on appeal, or incurred in any mediation, arbitration, administrative, or bankruptcy proceeding, incurred by Seller in its defense and to pursue Seller's rights to be indemnified by Purchaser pursuant to the previous sentence in this Section 16(b). Purchaser's sovereign immunity is waived only to the extent stated in this Section 16(b).

17. Notices. Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given: (i) one day after depositing with a nationally

recognized overnight courier service, (ii) on the day of hand delivery (provided such delivery occurs prior to 5:00 pm, local Orlando, Florida time), or (iii) via email when transmitted provided that such email is transmitted prior to 5:00 pm, local Orlando, Florida time and the recipient has confirmed receipt by response email, to the address listed below or to such other address as either party may from time to time designate by written notice in accordance with this paragraph:

Purchaser: Central Florida Expressway Authority
Attn: Glenn Pressimone, Chief of Infrastructure
4974 ORL Tower Road
Orlando, Florida 32807
Email: Glenn.Pressimone@cfxway.com

Copy to: Dinsmore & Shohl LLP
Attn: Leslie A. Evans
225 E. Robinson St., Suite 600
Orlando, Florida 32801
Email: Leslie.Evans@Dinsmore.com

Seller: Walter Steve Bronson, Manager
KPB Cattle, LLC
Post Office Box 426
Lorida, Florida 33857
Email: JBronson1948@icloud.com

Copy to: Bert J. Harris, III
401 Dal Hall Blvd.
Lake Placid, Florida 33852
Bert@Heartlandlaw.com

The attorneys for the parties set forth herein may deliver and receive notices on behalf of their clients.

18. General Provisions.

(a) No failure of either party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

(b) This Agreement contains the entire agreement of the parties hereto, and no representations, inducements, promises, or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect.

(c) The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, personal representatives, successors, and assigns. Time is of the essence of this Agreement. Neither this Agreement, nor any right or obligation of Seller arising under this Agreement, may be assigned or delegated by Seller without the written consent of Purchaser. Purchaser may assign its rights and obligations under this Agreement without Owner's prior written consent and upon written notice to Owner.

(d) Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included. Wherever under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday, or holiday, such time for performance shall be extended to the next business day. For purposes of this Agreement, "holiday" shall mean one of the days designated by Purchaser or the State of Florida 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. Except as otherwise set forth herein, the last day of any period of time described herein shall be deemed to end at 11:59 p.m. local time in Orange County, Florida.

(e) The headings inserted at the beginning of each paragraph are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph.

(f) Seller and Purchaser do hereby covenant and agree that such documents as may be legally necessary or otherwise appropriate to carry out the terms of this Agreement shall be executed and delivered by each party at the Closing.

(g) This Agreement shall be interpreted under the laws of the State of Florida, with venue for any action, suit, or proceeding brought to recover any sum due under, or to enforce compliance with, this Agreement shall lie in the court of competent jurisdiction in and for Osceola County, Florida; each party hereby specifically consents to the exclusive personal jurisdiction and exclusive venue of such court.

(h) All of the parties to this Agreement have participated fully in the negotiation and preparation hereof; this Agreement shall not be construed more strongly for or against any party regardless of which party is deemed to have drafted the Agreement.

(i) Nothing contained in this Agreement shall be construed to create a partnership or joint venture between the parties or their successors in interest. Except as otherwise set forth herein, no person other than the parties shall have any rights or privileges under this Agreement, whether as a third-party beneficiary or otherwise.

19. Survival of Provisions. No covenants or obligations (including indemnities, representations, and warranties) set forth in this Agreement shall survive termination or Closing hereunder unless expressly stated herein to the contrary. All survival periods shall be indefinitely unless otherwise expressly stated herein.

20. **Severability**. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules, and regulations. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such invalid, illegal, or unenforceable 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. **Attorneys' Fees**. In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising herefrom, each party shall bear its own costs, fees, and expenses, including, but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal, and legal assistant fees, costs, and expenses and other professional fees, costs, and expenses whether suit be brought or not, and whether in settlement, in any declaratory action, in mediation, arbitration, bankruptcy, or administrative proceeding, or at trial or on appeal and including costs of collection. Notwithstanding the foregoing, nothing contained herein shall be construed or interpreted (a) to alter, amend or waive the Purchaser's sovereign immunity of the State of Florida, or its agencies, or any defenses thereto, beyond the waiver provided in Section 768.28, Florida Statutes; or (b) as the consent of the Purchaser to be sued.

22. **Counterparts and Electronic Signatures**. This Agreement may be executed in two or more counterpart copies, including digital and electronic signatures, each of which shall be deemed to constitute one original document. The parties may execute different counterparts of this agreement, and, if they do so, the signatures pages from the different counterparts may be combined to provide one integrated document and taken together shall constitute one and the same instrument.

23. **Amendment to Agreement**. Any amendment to this Agreement shall not be binding upon any of the parties hereto unless such amendment is in writing and executed by the parties hereto. Purchaser does hereby confer upon the Executive Director or Executive Directory's designee, the authority, without further approval from the Purchaser, to finalize the form of all agreements, amendments, easements, contracts, documents necessary to close the transaction contemplated herein, including, without limitation, closing documents, any documents necessary to address title issues, escrow agreements, letters of credit, agreements, and similar documents set forth in this Agreement, and the Purchaser's signature of those agreements, amendments, easements, contracts, and similar documents is hereby authorized.

24. **Effective Date**. When used herein, the term "**Effective Date**" or the phrase "the date hereof" or "the date of this Agreement" shall mean the last date that either Purchaser or Seller execute this Agreement.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, Purchaser and Seller have caused this Agreement to be executed as of the dates set forth below.

WITNESSES:

Katherine Harris

Print Name: Katherine Harris

Bert J. Harris, III

Print Name: Bert J. Harris, III

"SELLER"

KPB CATTLE LLC, a Florida limited liability company

By: Walter S. Bronson

Walter S. Bronson, Authorized Member and Manager

STATE OF Florida
COUNTY OF Highlands

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization on this 21st day of May, 2025, by WALTER S. BRONSON, as Manager and Authorized Member of KPB CATTLE LLC, a Florida limited liability company, on behalf of the organization. He/she is [X] personally known to me OR [ ] produced _____ _____ as identification.

[Affix Seal]

BERT J. HARRIS III
MY COMMISSION # HH 346277
EXPIRES: January 30, 2027

Bert J. Harris, III

Notary Public
Printed Name:_____
Commission No.:_____
My Commission Expires:_____

[Seller's Signature Page to Real Estate Purchase Agreement - Parcels 534-350 and 534-850]

Signed, sealed, and delivered
in the presence of:

"PURCHASER"

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

_____
Print Name: _____
Address: _____
_____

By: _____
Christopher Maier, Chairman

Date: _____

_____
Print Name: _____
Address: _____
_____

ATTEST: _____
Regla ("Mimi") Lamaute
Manager of Board Services

Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this 21st day of May, 2025 for its exclusive use and reliance.

By: Leslie A Evans
Leslie A. Evans
Right-of-Way Counsel

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization on this ____ day of _____, 2025, by Christopher Maier, as Chairman of the Central Florida Expressway Authority, on behalf of the organization. She is [ ] personally known to me OR [ ] produced _____ as identification.

[Affix Seal]

_____
Signature of Notary Public - State of Florida
Print Name: _____
Commission No.: _____
My Commission Expires: _____

[Purchaser's Signature Page to Real Estate Purchase Agreement - Parcels 534-350 and 534-850]

EXHIBIT "A"

PROPERTY (PARCEL 534-350)

The Land referred to herein below is situated in the County of OSCEOLA, State of Florida, and is described as follows:

The South one-half (S1/2) of the West one-half (W1/2) of Section 26, less the North 200 feet thereof; the South one-half (S1/2) of Section 27, less the North 200 feet thereof; the North one-half (N1/2) of Section 34 less the South 200 feet thereof; and the North one-half (N1/2) of the West one-half (W1/2) of Section 35, less the South 200 feet thereof, all lying and being in Township 27 South, Range 31 East, Osceola County, Florida.

(i)

[Insert map]

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Attachment "A"

Project 534-243: Parcel 534-350 and Permanent Access Easement 534-850

EXHIBIT "B"

DISCLOSURE OF INTERESTS IN REAL PROPERTY

TO: Central Florida Expressway Authority
Attn: Executive Director
4974 ORL Tower Road
Orlando, Florida 32807

FROM: _____, the "Seller"

SUBJECT: Purchase of Osceola County Parcel Identification Number(s):
_____

Please be advised that the undersigned, after diligent search and inquiry, hereby states under oath, and subject to the penalties for perjury, that the name and address of each person having a legal or beneficial interest in the Property is as follows:

Name	**Address**

(Note: Any person identified above who is an employee or elected official of the Central Florida Expressway Authority must be identified as such.)

I swear and affirm that the information furnished herein is accurate as of the date hereof, and I agree to promptly disclose any changes in the information contained herein, or any errors in such information.

This disclosure is made under oath, and I understand that I am subject to penalties for perjury for any false information contained herein.

This disclosure is made pursuant to Section 286.23, Florida Statutes, in connection with a conveyance of the Property to the Central Florida Expressway Authority.

[Signatures on following pages]

WITNESSES:

_____

Print Name: _____

_____

Print Name: _____

"SELLER"

KPB CATTLE LLC, a Florida limited liability company

By:_____
Walter S. Bronson, Authorized Member and Manager

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization on this ____ day of _____, 2025, by WALTER S. BRONSON, as Manager and Authorized Member of KPB CATTLE LLC, a Florida limited liability company, on behalf of the organization. He/she is [ ] personally known to me OR [ ] produced _____ _____ as identification.

_____
Notary Public
Printed Name:_____
Commission No.:_____
My Commission Expires:_____

[Seller's Signature Page to Disclosure Of Interests In Real Property Affidavit]

EXHIBIT "C"

ACCESS EASEMENT

[See attached]

Prepared by/Return To:
Bert J. Harris, III
Swaine, Harris & Wohl, P. A.
401 Dal Hall Boulevard
Lake Placid, Florida 33852

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (this "**Agreement**") is made this _____ day of ~~October 2024~~ _____ 2025 ("Effective Date") by and between **Henry H. Partin, Jr. and Beverly W. Partin, both Individually and as Trustees of the Henry H. Partin Jr. and Beverly W. Partin Revocable Trust dated October 13, 2021; DOC Partin Ranch Inc., a Florida corporation; and Martha Partin Booth** (collectively the "**Owners**"), and **KPB CATTLE LLC,** a Florida limited liability company ("**Grantee**"), upon the following terms, conditions, and considerations.

1. **Grantee's Property.** Grantee holds a fee simple interest in that certain real property located in Osceola County, Florida, described on the attached **Exhibit A** (the "**Dominant Property**").

2. Grant of Easement. Owners hold an unencumbered fee simple interest in that certain real property located in Osceola County, Florida (which includes the Easement property in Paragraph 3, below) described on the attached **Exhibit B** (the "**Property**"). For good and valuable consideration, the receipt of which are hereby acknowledged, Owners hereby grant, bargain, sell, transfer and convey to Grantee, its successors and assigns, and the respective contractors, subcontractors, licensees, agents and invitees (collectively the "**Grantee Parties**") a perpetual, uninterrupted, continuous easement ~~in gross~~ (the "**Easement**") with respect to the Easement Area (defined below) on the Property in accordance with terms and conditions of this Agreement.

3. **Easement Area.** The Easement shall be located in, on, over, and through the portion of the Property described in **Exhibit C** attached hereto and incorporated herein by reference (the "**Easement Area**").

4. **Purpose; Term.** Grantee and the Grantee Parties shall have the right pursuant to this Agreement to utilize the Easement Area for vehicular and pedestrian ingress, egress and access to and from the Dominant Property and public rights-of-way so long as the Dominant Property is used for conservation and/or mitigation purposes, and the right, but not the obligation, to maintain the existing farm roads in the Easement Area but only for such purposes. ~~Grantee shall not have the right to use the Easement Area for commercial uses or recreational uses. The Easement Area shall not be used by the general public for access to the Dominant Property.~~ The existing road shall not be improved, and utilities shall not be installed without the written consent of the then Owners of the Property described on Exhibit B.

5. **Owners' Rights and Obligations.** Subject to the rights granted to Grantee pursuant to Section 23, and the condition that Owners' activities and any grant of rights Owners hereafter make to any person or entity shall not, currently or prospectively, interfere with the Grantee's rights under this Agreement and shall be subject thereto, (1) Owner shall have the right to enter and use the Easement Area for any purpose that does not impair the rights granted to the Grantee; (2) Owner may grant, sell, transfer, option, convey or dispose of all or any portion of the Property including but not limited to the portion of the Property that is subject to the Easement, and (iii) grant or convey any easement, servitude, right of way, condition, restriction, lease, license, permit, profit, mortgage, deed of trust, security instrument, lien or other encumbrance affecting all or any portion of or interest in the Property, including but limited to the portion of the Property that is subject to the Easement. Provided however that all such items made under this paragraph shall be made subject to this Easement.

6. **Grantee's Representations, Warranties and Covenants**. Grantee hereby represents, warrants and covenants to Owner that Grantee has the unrestricted right and authority to execute this Agreement. Each person signing this Agreement on behalf of Grantee is authorized to do so. When signed by the Grantee, this Agreement constitutes a valid and binding agreement enforceable against Grantee in accordance with its terms.

7. Owners' Representations, Warranties and Covenants. Owners hereby represent, warrant and covenant as follows:

7.1 Owners' Authority. Owners are the owners of the Property and have the unrestricted right and authority to execute this Agreement and to grant to Grantee the rights granted hereunder. Each person signing this Agreement on behalf of the Owners is authorized to do so. When signed by the Owners, this Agreement constitutes a valid and binding agreement enforceable against the Owners in accordance with its terms.

7.2 Litigation. There are no current, pending or contemplated actions, administrative inquiries or proceedings, suits, arbitrations, claims or proceedings commenced by any person or governmental entity affecting Owners and/or the Property of any or disputes with respect to Owners' right, title or interest to the Property.

7.3 No Interference. Owners' activities and any grant of rights Owners make to any person or entity, whether located on the Property or elsewhere, shall not currently or prospectively, interfere with the Easement or the rights of Grantee contained herein.

7.4 Owners' Financing. Owners shall be entitled to grant liens or otherwise encumber Owners' fee estate in the Property to a party providing financing to Owners; provided said grant or encumbrance entered shall be subject to this Agreement, any modifications or extensions hereof and all rights of Grantee under this Agreement. Any encumbrance shall be subordinate to and shall not be a lien prior to this Agreement of any modifications thereof.

8. **Assignment.** ~~This Easement Agreement may not be assigned without the express written consent of the then owner of the Property.~~ The Owners expressly consents to the assignment of this Easement Agreement to a public agency, including but not limited to the **Central Florida Expressway Authority**~~, a body corporate and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes, whose address is 4974 ORL Tower Road, Orlando, Florida 32807~~ and the South Florida Water Management District.

9. Default/Remedies. Upon any breach or default of any Party under this Agreement ~~or any Partial Grant Assignment~~ that is not cured within thirty (30) days after written notice thereof (or if such cure cannot be reasonably completed within thirty (30) days, if such cure is not commenced within thirty (30) days and is not prosecuted to completion in a commercially reasonable manner thereafter), the non-defaulting Party may pursue any right or remedy available at law or in equity.

10. Miscellaneous.

10.1 Entire Agreement. This Agreement constitutes the entire agreement between Owner and Grantee respecting the Easement.

10.2 Amendment. This Agreement shall not be modified or amended except in a writing signed by ~~both~~ all parties hereto. No purported modifications or amendments, including without limitation any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, shall be binding on ~~either~~ any Party.

10.3 Runs with the Land. The Easement Agreement shall run with Land, ~~(being the Dominant Estate).~~ binding on and inuring to the benefit of the parties hereto, and their respective purchasers, grantees, successors or assigns. This Agreement shall bind all purchasers, grantees, successors and assigns of all or any portion of the Property and/or Dominant Property so that effective upon any legal transfer or conveyance each such purchaser, grantee, successor or assign assumes the obligations and responsibilities under this Easement and the transferor will be relieved of any obligations or responsibility of this Agreement subsequent to any legal transfer to any purchasers, grantees, successors or assigns.

10.4 Notices. Unless otherwise specifically provided herein, any approval, disapproval, demand, notice or other like communication reasonably intended to provide notice **("Notice")** required or permitted to be given hereunder shall be in writing to the applicable party's address specified below (as the same may be modified as provided below) and may be served (a) personally, or (b) by commercial delivery or private courier service, or (c) by Federal Express or other national overnight delivery service, or (d) by registered or certified mail (return receipt requested, postage prepaid),

which Notice shall be effective: (i) upon personal delivery, (ii) upon the date of actual delivery if delivered by Federal Express or another nationally recognized or other commercial or private delivery service provided delivery is made during regular business hours or if receipt is acknowledged by a person reasonably believed by the delivering party to be the recipient, or a family member, member, principal or employee of the recipient, (iii) when received as indicated by the date on the return invoice or receipt showing delivery if delivered by the United States Postal Service, certified mail, return receipt requested, postage prepaid. Notice of change of any address, or telephone shall be given by written notice in the manner detailed in this Section. Rejection or other refusal to accept or, the inability to deliver because of changed address of which no Notice was given shall be deemed to constitute receipt of the Notice.

If to the Owners:

Henry H. Partin, Jr. and Beverly W. Partin, Individually and as Trustees of the Henry H. Partin Jr. and Beverly W. Partin Revocable Trust dated October 13, 2021	*Name:* *Address:* *Email:*
DOC Partin Ranch Inc., a Florida corporation	*Name:* *Address:* *Email:*
Martha Partin Booth	*Name:* *Address:* *Email:*

If to the Grantee:

KPB Cattle, LLC	*Name:* *Address:* *Email:*

10.5 Legal Matters. This Agreement shall be governed by and interpreted in accordance with the laws of Florida. The parties agree that any rule of construction to

the effect that ambiguities are to be resolved in favor of either Party shall not be employed in the interpretation of this Agreement and is hereby waived. The prevailing party in any action or proceeding for the enforcement, protection or establishment of any right or remedy under this Agreement shall be entitled to recover its reasonable attorneys' fees and costs in connection with such action or proceeding from the non-prevailing party. The parties waive any right to trial by jury.

10.6 Partial Invalidity. Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding.

10.7 Waiver of Consequential Damages. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT, WHETHER BASED IN CONTRACT, INDEMNITY, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, SHALL EITHER PARTY, OR ITS AFFILIATES OR ITS AND THEIR RESPECTIVE DIRECTORS, MANAGERS, OFFICERS, SHAREHOLDERS, PARTNERS, MEMBERS, EMPLOYEES, CONTRACTORS, AGENTS AND REPRESENTATIVES, BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES THAT ARISE OUT OF, RELATE TO, OR ARE OTHERWISE ATTRIBUTABLE TO THIS AGREEMENT OR THE PERFORMANCE OR NON-PERFORMANCE OF DUTIES HEREUNDER. THIS EASEMENT MAY BE ENFORCED BY SPECIFIC PERFORMANCE.

10.8 Counterparts. This Agreement may be executed in one or more counterparts (each of which shall be deemed an original, but all of which together shall constitute one and the same instrument) and shall be effective as of the Effective Date upon execution and delivery by the parties hereto, and such execution and delivery may be effectuated by facsimile transmission, transmission of an executed PDF copy via email, a third party electronic signature verification program or process, by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means. Signatures of the Parties transmitted by any of the foregoing methods shall be deemed to be their original signatures for all purposes and signature pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document.

IN WITNESS WHEREOF, Owners and Grantee, individually or through dully authorized representatives, hereby, execute this Agreement and certify that they have read, understand and agree to the terms and conditions of this Agreement.

Signed, sealed and delivered
in our presence:

Witnesses:

_____
Printed Name:_____
P. O. Address:_____
_____

_____
Printed Name:_____
P. O. Address:_____
_____

_____
Henry H. Partin, Jr., Individually and as Trustee of the Henry H. Partin Jr. and Beverly W. Partin Revocable Trust dated October 13, 2021
Date:_____

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this _____ day of October 2024, by Henry H. Partin, Jr., through physical appearance, ( ) who is personally known to me or ( ) who produced a Florida Driver's License as identification.

_____
Notary Public, State of Florida
My Commission Expires:_____
Commission Number:_____

Witnesses:

_____
Printed Name:_____
P. O. Address:_____
_____

_____
Printed Name:_____
P. O. Address:_____
_____

_____
Beverly W. Partin, Individually and as Trustee of the Henry H. Partin Jr. and Beverly W. Partin Revocable Trust dated October 13, 2021
Date:_____

STATE OF FLORIDA
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this _____ day of October 2024, by Beverly W. Partin., through physical appearance, ( ) who is personally known to me or ( ) who produced a Florida Driver's License as identification.

_____
Notary Public, State of Florida
My Commission Expires:_____

Commission Number:_____

Witnesses:

_____

Printed Name:_____

P. O. Address:_____

_____

_____

Printed Name:_____

P. O. Address:_____

_____

DOC PARTIN RANCH, INC., a Florida corporation

_____

John H. Partin, President

Date:_____

STATE OF FLORIDA

COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this _____ day of October 2024, by John H. Partin, through physical appearance, ( ) who is personally known to me or ( ) who produced a Florida Driver's License as identification.

_____

Notary Public, State of Florida

My Commission Expires:_____

Commission Number:_____

Witnesses:

_____

Printed Name:_____

P. O. Address:_____

_____

_____

Printed Name:_____

P. O. Address:_____

_____

Martha Partin Booth

Date:_____

STATE OF FLORIDA

COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this _____ day of October 2024, by Martha Partin Booth through physical appearance, ( ) who is personally known to me or ( ) who produced a Florida Driver's License as identification.

_____

Notary Public, State of Florida

My Commission Expires:_____

Commission Number:_____

EXHIBIT A

~~KPB Cattle, LLC Property~~ The Dominant Property

The South one-half (S1/2) of the West one-half (W1/2) of Section 26, LESS the North 200 feet thereof; the South one-half (S1/2) of Section 27, LESS the North 200 feet thereof; the North one-half (N1/2) of Section 34, LESS the South 200 feet thereof; and the North one-half (N1/2) of the West one-half (W1/2) of Section 35, LESS the South 200 feet thereof, all lying and being in Township 27 South, Range 31 East, Osceola County, Florida.

EXHIBIT B
The Property

All of section 36, Township 27 South, Range 30 East, lying East of Canoe Creek Road, less Sunshine State Parkway right of way, and less a triangular parcel beginning at the Intersection of the South section line and Southwesterly right of way line of the parkway, South 14 degrees, East 211.97 feet, South 4 degrees, East to section line, East to point of beginning, less the East 330 feet of the North 2663.92 feet.

AND

That part of Section 28, Township 27 South, Range 31 East, lying North of a line beginning at the Intersection of the West line of Section 28 and the centerline of an existing drainage canal, run Northeasterly along said centerline to the South line of the North one-half (N1/2) of said Section 28, thence East along said South line to the Ease line of Section 28, Osceola, County, Florida.

AND

That part of Section 29, Township 27 South, Range 31 East, lying Northwesterly of the centerline of an existing drainage canal, Osceola County, Florida.

AND

All Section 31, Township 27 South, Range 31 East, Osceola County, Florida, less beginning at the Southwest corner of the Northwest one-quarter (NW1/4), run North 2,663.92 feet, East 1,690 ft. to the East right of way of Canal C-34, thence South along the R/W 277 feet, South 40 degrees East along the R/W 1,266 feet to a point of curve, 196 feet to point of tangent, South along R/W 2.093.61 feet to South line of the Northwest one-quarter (NW1/4), West 1,578.98 feet to point of beginning. Also less that part of said Section 31 lying East of Canal C-34 right of way and South of the centerline of an existing Partin drainage canal.

AND

That part of Section 32, Township 27 South, Range 31 East, lying Northwesterly of the centerline of an existing Partin drainage canal, Osceola County, Florida.

AND

North One-Half (1/2) of Section 27, and plus the North 200.00 feet of the South One-Half (1/2) of Section 27.

AND

Beginning at the Southwest corner of the NW1/4 of Section 31, Township 27 south, Range 31 East, Osceola County Florida, run South 89° 30' 30" West, 330.0 ft; run thence North 00° 32' 16" West parallel to the West line of said Section 31, 3717.99 ft; run thence South 80 ° 15' 46" East, 1301.05 ft. to the Westerly Right of Way line of Flood Control Canal C-34; run thence South 10° 04'19" East, along said Right of Way, 46.37 ft; run thence South 31° 27' 37" East, along said Right of Way, 277.02 ft; run thence South 40° 58' 44" East, along said Right of Way, 1266.06 ft. to the Point of Curve of a 220.0 ft. Radius Curve to the Right having a central angle of 51° 13' 26"; run thence along said curve, 196.69 ft. to the Point of Tangent; run thence South 10° 14' 42" West, along said Right of Way, 2093.61 ft. to the South line of aforesaid NW1/4; run thence South 89° 30' 30" West, 1578.48 ft to the Point of beginning. Contains 161.9 acres.

EXHIBIT C – The Easement Area

A 30.00-foot-wide strip of land for ingress and egress purposes over, under, and across the following described properties (per Warranty Deed located at OR Book 763, Page 1295):

All of section 36, Township 27 South, Range 30 East, lying East of Canoe Creek Road, less Sunshine State Parkway right of way, and less a triangular parcel beginning at the Intersection of the South section line and Southwesterly right of way line of the parkway, South 14 degrees, East 211.97 feet, South 4 degrees, East to section line, East to point of beginning, less the East 330 feet of the North 2663.92 feet.

AND

That part of Section 28, Township 27 South, Range 31 East, lying North of a line beginning at the Intersection of the West line of Section 28 and the centerline of an existing drainage canal, run Northeasterly along said centerline to the South line of the North one-half (N1/2) of said Section 28, thence East along said South line to the Ease line of Section 28, Osceola, County, Florida.

AND

That part of Section 29, Township 27 South, Range 31 East, lying Northwesterly of the centerline of an existing drainage canal, Osceola County, Florida.

AND

All Section 31, Township 27 South, Range 31 East, Osceola County, Florida, less beginning at the Southwest corner of the Northwest one-quarter (NW1/4), run North 2,663.92 feet, East 1,690 ft. to the East right of way of Canal C-34, thence South along the R/W 277 feet, South 40 degrees East along the R/W 1,266 feet to a point of curve, 196 feet to point of tangent, South along R/W 2.093.61 feet to South line of the Northwest one-quarter (NW1/4), West 1,578.98 feet to point of beginning. Also less that part of said Section 31 lying East of Canal C-34 right of way and South of the centerline of an existing Partin drainage canal.

AND

That part of Section 32, Township 27 South, Range 31 East, lying Northwesterly of the centerline of an existing Partin drainage canal, Osceola County, Florida.
Said easement being 15.00 feet on each side of the following described centerline:

> Commencing at the southwest corner of said North 200.00 feet of the South One-Half; thence North 89 degrees 54 minutes 45 seconds East, Florida State Plane Coordinates, East Zone, along the south line of said North 200.00 feet, a distance of 1950.95 feet; thence North 00 degrees 23 minutes 27 seconds West, a distance of 584.81 feet; thence North 16 degrees 15 minutes 52 seconds West, a distance of 989.79 feet; thence North 00

degrees 02 minutes 25 seconds East, a distance of 120.33 feet; thence North 61 degrees 46 minutes 53 seconds West, a distance of 149.89 feet; thence North 54 degrees 12 minutes 34 seconds West, a distance of 234.40 feet; thence North 57 degrees 19 minutes 16 seconds West, a distance of 78.46 feet; thence North 68 degrees 24 minutes 02 seconds West, a distance of 46.47 feet; thence North77 degrees 47 minutes 37 seconds West, a distance of 80.91 feet; thence North 71 degrees 46 minutes 52 seconds West, a distance of 72.96 feet; thence North 60 degrees 12 minutes 37 seconds West, a distance of 90.18 feet; thence North 52 degrees 59 minutes 56 seconds West, a distance of 262.65 feet; thence South 72 degrees 36 minutes 51 seconds West, a distance of 840.18 feet to the west line of said North One-Half of Section 27 and the Point of Beginning; thence continuing South 72 degrees 36 minutes 51 seconds West, a distance of 640.81 feet; thence North 87 degrees 58 minutes 23 seconds West, a distance of 896.81 feet; thence South 61 degrees 44 minutes 29 seconds West, a distance of 708.11 feet; thence South 59 degrees 59 minutes 47 seconds West, a distance of 659.44 feet; thence South 78 degrees 00 minutes 39 seconds West, a distance of 1272.01 feet; thence South 44 degrees 44 minutes 15 seconds West, a distance of 61.55 feet; thence South 58 degrees 33 minutes 02 seconds West, a distance of 68.18 feet; thence South 80 degrees 43 minutes 07 seconds West, a distance of 108.73 feet; thence North 82 degrees 55 minutes 20 seconds West, a distance of 85.39 feet; thence North 82 degrees 45 minutes 40 seconds West, a distance of 119.29 feet; thence South 85 degrees 44 minutes 06 seconds West, a distance of 101.25 feet; thence North 86 degrees 31 minutes 22 seconds West, a distance of 74.35 feet; thence North 66 degrees 22 minutes 03 seconds West, a distance of 83.74 feet; thence South 47 degrees 50 minutes 41 seconds West, a distance of 4341.36 feet; thence South 46 degrees 23 minutes 12 seconds West, a distance of 257.68 feet; thence South 65 degrees 57 minutes 23 seconds West, a distance of 235.32 feet; thence South 59 degrees 55 minutes 12 seconds West, a distance of 237.70 feet; thence South 73 degrees 44 minutes 17 seconds West, a distance of 133.00 feet; thence South 87 degrees 36 minutes 57 seconds West, a distance of 247.64 feet; thence North 89 degrees 46 minutes 04 seconds West, a distance of 187.52 feet; thence North 81 degrees 43 minutes 40 seconds West, a distance of 302.91 feet; thence South 87 degrees 15 minutes 34 seconds West, a distance of 132.59 feet; thence South 65 degrees 19 minutes 18 seconds West, a distance of 119.56 feet; thence South 55 degrees 04 minutes 05 seconds West, a distance of 1090.24 feet; thence South45 degrees 29 minutes 23 seconds West, a distance of 102.69 feet; thence South 35 degrees 45 minutes 40 seconds West, a distance of 677.47 feet; thence South 33 degrees 52 minutes 51 seconds West, a distance of 436.47 feet; thence South 36 degrees 51 minutes 46 seconds West, a distance of 472.53 feet; thence South 48 degrees 03 minutes 19 seconds West, a distance of 210.72 feet; thence South 54 degrees 44 minutes 36 seconds West, a distance of 523.67 feet; thence South 58 degrees 23 minutes 05 seconds West, a distance of 156.84 feet; thence South 57 degrees 14 minutes 50 seconds West, a distance of 156.42 feet; thence South 53 degrees 00 minutes 15 seconds West, a distance of 103.47 feet; thence South 52 degrees 57 minutes 02 seconds West, a distance of 155.55 feet; thence South 58 degrees 41 minutes 18 seconds West, a distance of 157.22 feet; thence South 65 degrees 05 minutes 25 seconds West, a distance of 156.88 feet; thence South 71 degrees 09 minutes 25 seconds West, a distance of 153.93 feet; thence South 79 degrees 52 minutes 45 seconds West, a distance of 104.51 feet; thence South 83 degrees 24 minutes 09 seconds West, a distance of 124.16 feet;

thence North 87 degrees 51 minutes 10 seconds West, a distance of 117.01 feet; thence North 78 degrees 33 minutes 45 seconds West, a distance of 126.11 feet; thence North 76 degrees 14 minutes 16 seconds West, a distance of 377.92 feet; thence North 77 degrees 35 minutes 33 seconds West, a distance of 220.99 feet; thence North 80 degrees 34 minutes 10 seconds West, a distance of 304.11 feet; thence North 78 degrees 24 minutes 45 seconds West, a distance of 704.44 feet; thence North 78 degrees 30 minutes 53 seconds West, a distance of 545.78; thence North 79 degrees 17 minutes 09 seconds West, a distance of 842.40 feet; thence North 79 degrees 36 minutes 28 seconds West, a distance of 1231.57 feet; thence North 79 degrees 49 minutes 03 seconds West, a distance of 1534.71 feet to the easterly Right-of-Way line of Canoe Creek Road, and there terminating.

Sidelines are to be lengthened or shortened to terminate at the easterly Right-of-Way line and the west line of Section 27.

AND

A 30.00-foot-wide strip of land for ingress and egress purposes over, under, and across the North One-Half (1/2) of Section 27, and plus the North 200.00 feet of the South One-Half (1/2) of Section 27, all in Township 27 South, Range 31 East, Osceola County, Florida, being 15.00 feet on each side of the following described centerline:

Commencing at the southwest corner of said North 200.00 feet of the South One-Half; thence North 89 degrees 54 minutes 45 seconds East, Florida State Plane Coordinates, East Zone, along the south line of said North 200.00 feet, a distance of 1950.95 feet to the Point of Beginning; thence North 00 degrees 23 minutes 27 seconds West, a distance of 584.81 feet; thence North 16 degrees 15 minutes 52 seconds West, a distance of 989.79 feet; thence North 00 degrees 02 minutes 25 seconds East, a distance of 120.33 feet; thence North 61 degrees 46 minutes 53 seconds West, a distance of 149.89 feet; thence North 54 degrees 12 minutes 34 seconds West, a distance of 234.40 feet; thence North 57 degrees 19 minutes 16 seconds West, a distance of 78.46 feet; thence North 68 degrees 24 minutes 02 seconds West, a distance of 46.47 feet; thence North77 degrees 47 minutes 37 seconds West, a distance of 80.91 feet; thence North 71 degrees 46 minutes 52 seconds West, a distance of 72.96 feet; thence North 60 degrees 12 minutes 37 seconds West, a distance of 90.18 feet; thence North 52 degrees 59 minutes 56 seconds West, a distance of 262.65 feet; thence South 72 degrees 36 minutes 51 seconds West, a distance of 840.18 feet to the west line of said North One-Half of Section 27 and there terminating.

The sidelines of said easement are to be lengthened or shortened to terminate at said west line of the North One-Half and said south line of the North 200.00 feet of the South One-Half.

AND

A 30.00-foot-wide strip of land for ingress and egress purposes over, under, and across the following described property (per Warranty Deed located at OR Book 244, Page 610):

Beginning at the Southwest corner of the NW1/4 of Section 31, Township 27 south, Range 31 East, Osceola County Florida, run South 89° 30' 30" West, 330.0 ft; run thence North 00° 32' 16" West parallel to the West line of said Section 31, 3717.99 ft; run thence South 80 ° 15' 46" East, 1301.05 ft. to the Westerly Right of Way line of Flood Control Canal C-34; run thence South 10° 04'19" East, along said Right of Way, 46.37 ft; run thence South 31° 27' 37" East, along said Right of Way, 277.02 ft; run thence South 40° 58' 44" East, along said Right of Way, 1266.06 ft. to the Point of Curve of a 220.0 ft. Radius Curve to the Right having a central angle of 51° 13' 26"; run thence along said curve, 196.69 ft. to the Point of Tangent; run thence South 10° 14' 42" West, along said Right of Way, 2093.61 ft. to the South line of aforesaid NW1/4; run thence South 89° 30' 30" West, 1578.48 ft to the Point of beginning.

Being 15.00 feet on each side of the following described centerline:

> Commencing at the southwest corner of the Northwest Quarter of said Section 31; thence North 89 degrees 35 minutes 35 seconds East, Florida State Plane Coordinates, East Zone, along the south line of said Northwest Quarter, a distance of 769.60 feet to the Point of Beginning; thence North 78 degrees 30 minutes 53 seconds West, a distance of 325.12 feet; thence North 79 degrees 17 minutes 09 seconds West, a distance of 842.40 feet to the west line of hereinbefore described property and there terminating.

Sidelines of said easement are to terminate at the south line of said Northwest Quarter and the west line of hereinbefore described property.

EXHIBIT "D"

TITLE COMMITMENT

[See attached]

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:
Issuing Agent: Mercantile Title Agency, Inc
Issuing Office: 225 E Robinson Street, Suite 600,
Orlando, FL 32801
Issuing Office's ALTA® Registry ID:
Loan ID Number:
Commitment Number: 12431791
Issuing Office File Number: 153839-1
Property Address: Saint Cloud, FL 34771 Saint Cloud, FL 34771 Saint Cloud, FL 34771 Saint Cloud, FL 34771
Revision Number:

SCHEDULE A

1. Commitment Date: 05/11/2025 at: 5:00 PM

2. Policy to be issued:

   A. 2021 ALTA Owner's Policy with Florida Modifications
   Proposed Insured: Central Florida Expressway Authority
   Proposed Amount of Insurance: $10,000.00
   The estate or interest to be insured: Fee Simple

3. The estate or interest in the Land at the Commitment Date is: *(Identify each estate or interest covered, i.e., fee, leasehold, etc.)*

   Fee Simple

4. The Title is, at the Commitment Date, vested in: *(Identify vesting for each estate or interest identified in Item 3 above)*

   KPB Cattle, LLC, a Florida limited liability company by virtue of that Quit Claim Deed Deed recorded in Official Records Book 4370, Page 1419, Public Records of Osceola County, Florida.

5. The Land is described as follows in Exhibit "A" attached hereto and made part hereof.

Countersigned:

By:_____
Authorized Officer or Agent

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SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

   A. Duly executed Warranty Deed from KPB Cattle, LLC, a Florida limited liability company, Grantor, to Central Florida Expressway Authority, Grantee, conveying the land described on Exhibit A hereof.

      The Company will require the following as to KPB Cattle, LLC, a Florida limited liability company: ("LLC"):

      i. Proof that the LLC was in existence in its state of organization at the time it acquired title and that the LLC is currently in good standing.

      ii. Present for review a true and complete copy of the articles of organization and operating agreement of the LLC and any amendments thereto.

      iii. Record an affidavit from the person executing the proposed deed on behalf of the LLC certifying: (a) the name and state of organization of the LLC; (b) whether the LLC is member-managed or manager-managed; (c) the identity of the member or manager and the person authorized to execute the deed; and (d) neither the LLC nor any member signing the deed have filed bankruptcy since the LLC acquired title.

      iv. If the member or manager of the LLC is also a business entity, present proof of the entity's good standing and the appropriate entity documents to establish signing authority.

      If the proposed deed will be executed by anyone other than a member or manager, those portions of the operating agreement or other documentation evidencing the authority of the signatory must be attached as an exhibit to the affidavit.

5. An Affidavit in form acceptable to Fidelity National Title Insurance Company ("Company") and executed by or on behalf of the current record owner(s) of the subject property stating: (1) that there are no parties in possession of the subject property other than said current record owner(s); (2) that there are no encumbrances upon the subject property other than as may be set forth in this Commitment and (3) there are no unrecorded assessments which are due and payable to Osceola County, Florida, and if located within a municipality, service charges for water, sewer, waste and gas, if any, are in fact paid through the date of this Affidavit; and (4) that there have been no improvements made to or upon the subject property within the ninety (90) day period last past (from the date of such affidavit) for which there remain any outstanding and unpaid bills for labor, materials or supplies for which a lien or liens may be claimed must be furnished to Fidelity National Title Insurance Company, or, in lieu thereof, an exception to those matters set forth in said Affidavit which are inconsistent with or deviate from the foregoing requirements will appear in the policy or policies to be issued pursuant to this Commitment.

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AMERICAN LAND TITLE ASSOCIATION

SCHEDULE B, PART I Requirements

6. The search did not disclose any open mortgages of record, therefore the Company reserves the right to require further evidence to confirm that the Land is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence. To delete this requirement, the title agent must confirm with the owner that the Land is free and clear of mortgages and include such a recitation in the title affidavit.

7. The Proposed Policy Amount(s) must be disclosed to the Company, and subject to approval by the Company, entered as the Proposed Policy Amount. An owner's policy should reflect the purchase price or full value of the Land. A loan policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.

8. Because the Company has recently issued a title search report/title commitment to another proposed insured purchaser of the same Land, the Title Agent must determine that any and all prior contracts to sell and purchase the Land have been effectively terminated, mutually released, or assigned to the present proposed insured purchaser, and that no other person can claim a right to purchase. Please contact the Underwriting Department with any questions.

NOTE: The Conveyances to Foreign Entities Act in sections 692.201 - 692.205, Florida Statutes (the "Act"), limits and regulates the purchase, sale and ownership of Florida real property by certain buyers who are associated with "foreign countries of concern," specifically the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro and the Syrian Arab Republic. In connection with the purchase of real property, the Act requires each buyer to provide an affidavit confirming the purchaser is in compliance with the Act. Any loss or damage resulting from a violation of the Act is excluded from coverage under the terms of the Policy.

NOTE: Section 695.26 (1)(c), F.S., provides that no instrument conveying, assigning, encumbering or otherwise disposing of an interest in real property which is executed or acknowledged in Florida shall be recorded by the clerk of court unless the post office address of each witness is legibly printed, typed or stamped upon the instrument. If an instrument containing one or more witnesses is recorded, the witnesses' addresses, as well as their names, should appear below their signatures. A business address may be used.

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SCHEDULE B, PART II Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this form.

2. Taxes and assessments for the year 2025 and subsequent years, which are not yet due and payable.

   Note: 2024 Real Estate Taxes are paid on the following Tax Parcel:

   Tax Parcel/Account No.: 352731-000000100000: 2024 Gross Amount $144.95
   Tax Parcel/Account No.: 262731-000000100000: 2024 Gross Amount $237.42.
   Tax Parcel/Account No.: 272731-000000200000: 2024 Gross Amount $690.20.
   Tax Parcel/Account No.: 342731-000000100000: 2024 Gross Amount $528.69.

3. Standard Exceptions:

   A. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.

   B. Rights or claims of parties in possession not shown by the public records.

   C. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.

   D. Taxes or assessments which are not shown as existing liens in the public records.

4. Notwithstanding the insuring provisions, this policy does not insure any right of access to and from the land.

5. Easement in favor of Florida Power Corporation recorded in Official Records Book 105, Page 497, of the Public Records of Osceola County, Florida.

6. Oil, gas and/or mineral reservations in favor of Consolidated Naval Stores Company, a Florida corporation, as set forth in Warranty Deed recorded in Deed Book 100, Page 162, of the Public Records of Osceola County, Florida.

   Said reservations affected by the following instruments:

   a. Notice of Subsurface interest executed by Consolidated Naval Stores Company, recorded in Miscellaneous Book T, Page 314, Public Records of Osceola County, Florida.

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AMERICAN LAND TITLE ASSOCIATION

SCHEDULE B, PART II Exceptions

b. Name change of Consolidated Naval Stores Company to Consolidated Financial Corporation recorded in Official Records Book 81, Page 5, Public Records of Osceola County, Florida.

c. Warranty Deed from Consolidated Financial Corporation, a Florida corporation, in favor of Consolidated-Tomoka Land Co., a Delaware corporation recorded in Official Records Book 194, Page 132, Public Records of Osceola County, Florida.

d. Notice Pursuant to Section 704.05 and 712, Florida Statutes executed by Consolidated-Tomoka Land Co., recorded in Official Records Book 314, Page 656, Public Records of Osceola County, Florida.

e. Warranty Deed recorded in Official Records Book 2654, Page 1908, and as corrected by instrument recorded in Official Records Book 3160, Page 732, Public Records, from Consolidated-Tomoka Land Co., a Florida corporation, in favor of Indigo Group Inc., a Florida corporation, Public Records of Osceola County, Florida.

f. Quit Claim Deed (Subsurface Interest) from Indigo Group, Inc., a Florida corporation to ADK Soho Fund, L.P., a Delaware limited partnership recorded February 20, 2024, in Official Records Book 6552, Page 1330, Public Records of Osceola County, Florida.

7. Mineral royalty interest conveyance from Consolidated Naval Stores Company, a Florida corporation, in favor of Liberty Oil & Royalty Company, a Delaware corporation, recorded in Miscellaneous Book 3, Page 41, of the Public Records of Osceola County, Florida.

   Said mineral royalty interest conveyance affected by the following instruments:

   a. Mineral royalty interest conveyance from Liberty Oil & Royalty Company, a Delaware corporation, in favor of Commonwealth Oil Company, a Florida corporation, and recorded in Miscellaneous Book 7, Page 111, Public Records of Osceola County, Florida.

   b. General Conveyance, Assignment and Transfer by and between Commonwealth Oil Company, a Florida corporation, and The Jupiter Corporation, a Delaware corporation, recorded in Official Records Book 87, Page 372, Public Records of Osceola County, Florida.

8. Mineral royalty interest conveyance from Consolidated Naval Stores Company, a Florida corporation, in favor of G. Burton Liese, Alvin S. Moody, Marine Gathering Company, a Delaware corporation, and Texas Title Company, a Texas corporation, recorded in Miscellaneous Book 3, Page 58, Public Records of Osceola County, Florida.

   Said mineral royalty interest conveyance affected by the following instruments:

   a. Mineral royalty interest conveyance from Marine Gathering Company, a Delaware corporation, in favor of Commonwealth Oil Company, a Florida corporation, and recorded in Miscellaneous Book 5, Page 410, Public Records of Osceola County, Florida.

   b. General Conveyance, Assignment and Transfer by and between Commonwealth Oil Company, a Florida corporation, and The Jupiter Corporation, a Delaware corporation, recorded in Official Records Book 87, Page 372, Public Records of Osceola County, Florida.

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AMERICAN LAND TITLE ASSOCIATION

SCHEDULE B, PART II Exceptions

c. Mineral royalty interest conveyance from Texas Title Company, a Texas corporation, in favor of Thomas Winfield Blackwell, Jr., recorded in Official Records Book 226, Page 750, Public Records of Osceola County, Florida.

d. Mineral royalty interest conveyance from Thomas Winfield Blackwell, Jr., in favor of Alvin S. Moody recorded in Official Records Book 132, Page 543, Public Records of Osceola County, Florida.

e. Ancillary Personal Representative's Deed executed by Herman Ulmer, Jr., as Ancillary Personal Representative's of the Estate of G. Burton Liese, deceased, in favor of John E. Bagalay, as Trustee U/W of G. Burton Liese, deceased; United Fund of Houston and Harris County, a Texas non-profit corporation; Kentucky Female Orphan School, a Kentucky non-profit corporation, d/b/a Midway College; Houston Symphony Society, a Texas non-profit corporation; American Cancer Society, Inc., a Texas non-profit corporation; Sayre College, a Kentucky non-profit corporation, d/b/a Sayre School; Houston Ballet Foundation, a Texas non-profit corporation; Blue Grass Boys' Ranch, Inc., a Kentucky non-profit corporation (erroneously described as "Lexington Boy's Ranch" in decedent's will); William Marsh Rice University, a Texas non-profit corporation; The Corporation of Brown University, a Rhode Island non-profit corporation, recorded in Official Records Book 371, Page 155, Public Records of Osceola County, Florida.

f. Notice of Subsurface Interests executed by John E. Bagalay, as Trustee U/W of G. Burton Liese, deceased, recorded in Official Records Book 810, Page 2106, Public Records of Osceola County, Florida.

g. Quitclaim Deed executed by Alvin S. Moody, in favor of the Alvin S. Moody Trust dated November 11, 1988 recorded in Official Records Book 902, Page 984, Public Records of Osceola County, Florida.

h. Trustee's Distributive Deed executed by John E. Bagalay, as Trustee Under the Will of G. Burton Liese, deceased, in favor of Leslie S. Brinkoeter, as Independent Executor of the Estate of Margaret Dargan Prindiville, f/k/a Margaret Liese, deceased, recorded in Official Records Book 3804, Page 2768, Public Records of Osceola County, Florida.

i. Executor's Distributive Deed executed by Leslie S. Brinkoeter, as Independent Executor of the Estate of Margaret Dargan Prindiville, f/k/a Margaret Liese, deceased, in favor of Leslie S. Brinkoeter, as Trustee of the Kemp Strother Dargan Trust, recorded in Official Records Book 3852, Page 2577, Public Records of Osceola County, Florida.

j. Executor's Distributive Deed executed by Leslie S. Brinkoeter, as Independent Executor of the Estate of Margaret Dargan Prindiville, f/k/a Margaret Liese, deceased, in favor of Leslie S. Brinkoeter, recorded in Official Records Book 3852, Page 2581, Public Records of Osceola County, Florida.

k. Trust Distribution Deed from Suzanne Moody Fuqua and Elizabeth Moody Cadwell, as Successor Co-Trustees of the Alvin S. Moody Trust to Suzanne Moody Fuqua and Elizabeth Moody Cadwell, as Successor Co-Trustees of the Jeanne Long Moody Trust recorded November 9, 2021, in Official Records Book 6082, Page 2916, Public Records of Osceola County, Florida.

l. Trust Distribution Deed from Suzanne Moody Fuqua and Elizabeth Moody Cadwell, as Successor Co-Trustees of the Jeanne Long Moody Trust to Suzanne Moody Fuqua, as to an undivided 55% and Elizabeth Moody Cadwell, as to an undivided 45% recorded January 19, 2022, in Official Records Book 6132, Page 1484, Public Records of Osceola County, Florida.

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AMERICAN LAND TITLE ASSOCIATION

SCHEDULE B, PART II Exceptions

m. Mineral Deed from Elizabeth Moody Cadwell to Elizabeth Moody Cadwell, as Trustee of the Elizabeth Moody Cadwell Revocable Trust recorded August 10, 2022, in Official Records Book 6266, Page 1614, Public Records of Osceola County, Florida.

n. Mineral Deed from Suzanne Moody Fuqua to Suzanne Moody Fuqua, as Trustee of the Suzanne Moody Fuqua Revocable Trust recorded September 20, 2022, in Official Records Book 6289, Page 128, Public Records of Osceola County, Florida.

9. Oil, Gas and Mineral Lease in favor of The Texas Company; a Delaware corporation, as Lessee, and recorded in Miscellaneous Book S, Page 369, Public Records of Osceola County, Florida.

NOTE: Exception 1 above shall be deemed deleted as of the time the settlement funds or proceeds of the loan to be secured by the insured mortgage, as applicable, are disbursed by the Company or its authorized agent. Neither the Company nor its agent shall, however, be under any duty to disburse any sum except upon a determination that no such adverse intervening matters have appeared of record or occurred.

NOTES ON STANDARD EXCEPTIONS:

Item 3A will be deleted from the policy(ies) upon receipt of an accurate survey of the Land acceptable to the Company. Exception will be made for any encroachment, setback line violation, overlap, boundary line dispute or other adverse matter disclosed by the survey.

Items 3B, 3C, and 3D will be deleted from the policy(ies) upon receipt of an affidavit acceptable to the Company, affirming that, except as disclosed therein (i) no parties in possession of the Land exist other than the record owner(s); (ii) no improvements have been made to the Land within 90 days prior to closing which have not have been paid for in full; and (iii) no unpaid taxes or assessments are against the Land which are not shown as existing liens in the public records. Exception will be made for matters disclosed in the affidavit.

NOTE: In accordance with Florida Statutes section 627.4131, please be advised that the insured hereunder may present inquiries, obtain information about coverage, or receive assistance in resolving complaints, by contacting Fidelity National Title Insurance Company, 2400 Maitland Center Parkway, Maitland, FL 32751; Telephone 866-632-6200.

Searched By: Bonnie J. Kennedy -- bonnie.kennedy@fnf.com (407) 670-2414

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EXHIBIT "A"

The South one-half (S 1/2) of the West one-half (W 1/2) of Section 26, less the North 200 feet thereof; the South one-half (S 1/2) of Section 27, less the North 200 feet thereof; the North one-half (N 1/2) of Section 34 less the South 200 feet thereof; and the North one-half (N 1/2) of the West one-half (W 1/2) of Section 35, less the South 200 feet thereof, all lying and being in Township 27 South, Range 31 East, Osceola County, Florida.

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EXHIBIT "E"

QUIT CLAIM DEED

[See attached]

This instrument prepared by:
Daniel E. Smith, Esq.
CTO Realty Growth, Inc.
P O Box 10809
Daytona Beach, Florida 32120-0809

QUITCLAIM DEED
(Subsurface Interest)

THIS Quitclaim Deed is made the ___ day of _____ 2025 by ADK SOHO FUND L.P., a Delaware limited partnership, whose mailing address is c/o CTO TRS CRISP39 LLC, 1140 N. Williamson Blvd., Suite 140, Daytona Beach, Florida 32114 ("Grantor"), and _____, whose address is _____ ("Grantee").

WITNESSETH, that Grantor, for and in consideration of the sum of Ten ($10.00) Dollars in hand paid at and before the sealing and delivery of these presents, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release and convey unto the Grantee forever, any and all of the interest reserved in the oil, gas and mineral rights which Grantor has in and to the following described lot, piece, or parcel of land, situate, lying and being in the County of Highlands, State of Florida, to wit:

[SEE EXHIBIT "A"]

This deed is given to extinguish all rights of ingress and egress for purpose of mining, drilling, exploring, or developing for oil, gas, minerals, or fissionable materials and any and all of the interest reserved in the oil, gas, and mineral rights, together with any and all other rights, of Grantor as to the lands herein described.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of Grantor, either in law or equity, to the only proper use, benefit and behoof of the said Grantee forever.

[Signature Page Follows]

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

ADK SOHO FUND L.P.,
a Delaware limited partnership

Witness:_____

By: CTO TRS Crisp39 LLC,
a Delaware limited liability company,
its asset manager

Name: _____
1140 N. Williamson Blvd., Ste. 140
Daytona Beach, Florida 32114

By: Alpine Income Property Manager, LLC
a Delaware limited liability company,
its sole member

Witness:_____

Name: _____
1140 N. Williamson Blvd., Ste. 140
Daytona Beach, Florida 32114

By: CTO Realty Growth, Inc.,
a Maryland corporation
its sole member

By:_____
Daniel E. Smith
SVP, General Counsel, and
Corporate Secretary

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [__] physical presence or [__] online notarization, this ___ day of _____ 2024 by Daniel E. Smith, as SVP, General Counsel and Corporate Secretary of CTO Realty Growth, Inc., a Maryland corporation, the sole member of Alpine Income Property Manager, LLC, a Delaware limited liability company, the sole member of CTO TRS Crisp39 LLC, a Delaware limited liability company, the asset manager of ADK SOHO Fund L.P., a Delaware limited partnership, on behalf of the company, and who is personally known to me.

_____
Signature of Notary Public

_____
Print Name of Notary Public
Notary Public of the State of Florida,
My commission expires on _____

EXHIBIT A

All rights of ingress and egress for purpose of mining, drilling, exploring or developing for gas, minerals, or fissionable materials and any and all of the interest reserved in the oil, gas, and mineral. rights in the following real property:

CONSENT AGENDA ITEM
#22

MEMORANDUM

TO: CFX Board Members

FROM: Cristina T. Berrios
Deputy General Counsel

DATE: June 2, 2025

SUBJECT: Approval of the Resolution of the Central Florida Expressway Authority ("CFX") Declaring Property as Necessary for Acquisition for Expressway System Project: SR 516 Lake/Orange Expressway, Segment 516-236, Parcels 51-114A-B, 51-122A-B and 51-127A-B

Board approval of the Resolution of CFX Declaring Property as Necessary for Acquisition for Expressway System Project: SR 516 Lake/Orange Expressway, Segment 516-236, Parcels 51-114A-B, 51-122A-B and 51-127A-B, is requested.

The Resolution was recommended for Board approval by the Right of Way Committee on May 28, 2025.

Legal Counsel.
DINSMORE & SHOHL LLP
Two Landmark Center, Suite 600,
225 East Robinson Street
Orlando, FL 32801
www.dinsmore.com

MEMORANDUM

TO: CFX Board Members

FROM: Christopher R. Skambis
Right of Way Counsel
Dinsmore & Shohl, LLP

DATE: May 30, 2025

RE: Resolution of Central Florida Expressway Authority ("CFX") Declaring Property as Necessary for Acquisition for Expressway System
Project: 516-236, Lake-Orange Expressway
Parcel Nos.: 51-114A-B, 51-122A-B, 51-127A-B

BACKGROUND

As part of the right-of-way acquisition required for the State Road 516 Lake-Orange Expressway Project ("Project"), the Central Florida Expressway Authority ("CFX") needs to acquire right-of-way and property interests depicted on **Attachment "A"** attached hereto (collectively, the "Parcels").

On May 28, 2025, the CFX Right of Way Committee voted to recommend the Board approve the following Resolution of Central Florida Expressway Authority Declaring Property as Necessary for Acquisition for Expressway System ("Resolution"), appended hereto as **Attachment "B"**, to the Right of Way Committee. The Resolution is being submitted in accordance with applicable Florida law governing eminent domain and acquisition of property interests by public bodies having eminent domain authority.

REQUEST

Approval and adoption of the attached Resolution for Parcels 51-114A, 51-114B, 51-122A, 51-122B, 51-127A, 51-127B for the construction of the SR 516 Lake/Orange Expressway Project. This approval is subject to any minor or clerical revisions approved by the General Counsel, General Engineering Consultant, or designee.

ATTACHMENTS

A. Map of the Parcels.

B. Resolution for 51-114A, 51-114B, 51-122A, 51-122B, 51-127A, and 51-127B (with Exhibits to Amended and Restated Resolution of all Sketches of Description).

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Attachment "A"

Project 516-236: Parcels 51-114 A & B, Parcels 51-122 A & B and Parcels 51-127 A & B

Resolution No. 2025-_____
Project No. 516-236
Parcel Nos. 51-114A, 51-114B, 51-122A, 51-122B, 51-127A, 51-127B

RESOLUTION OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY DECLARING PROPERTY AS NECESSARY FOR THE EXPRESSWAY SYSTEM

WHEREAS, the Central Florida Expressway Authority ("CFX"), is empowered by Chapter 348, Part III, Florida Statutes, to acquire, hold, construct, improve, maintain, and operate the Central Florida Expressway System (the "Expressway System"), and is further authorized to construct any extensions, additions or improvements to the Expressway System or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access, which such changes, modifications or revisions of the project as shall be deemed desirable and proper; and

WHEREAS, in furtherance of such authorization, CFX has been granted the right to acquire private and public property and property rights, including rights of access, air, view and light, by gift, devise, purchase, or condemnation by eminent domain proceedings; and

WHEREAS, CFX has determined that it is necessary and in the public interest to make certain additions, extensions and improvements to the Expressway System, including the State Road 516 Lake-Orange Expressway Project 516-236, and CFX has determined that to do so it is necessary and in the public interest that CFX obtain certain parcels of land in Orange County, Florida and in Lake County, Florida in fee simple, easement, temporary construction easement, and water retention areas, the legal descriptions with the property interest sought being attached hereto as **Exhibit "A"** ("Property").

NOW, THEREFORE, BE IT RESOLVED BY THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY AS FOLLOWS:

Section 1. That for the above reasons, CFX hereby declares it is reasonably necessary, practical and in the best interest of the public and CFX that the fee simple interest, easement, temporary construction easement, water retentions areas and such other property interests as may be within the scope of the descriptions set forth in **Exhibit "A"** attached hereto be acquired in the name of CFX by gift, devise, eminent domain proceedings, or otherwise over and upon those certain parcels or tracts of land, situation, lying and being in Lake County, Florida hereto as described in **Exhibit "A"** attached hereto and incorporated herein by reference.

Section 2. CFX, its officers, employees, agents, and attorneys are hereby authorized and directed to proceed to take the necessary steps to institute and prosecute such necessary actions and proceedings as may be proper for the acquisition of the fee simple interest, easement, temporary construction easement, water retention areas, and such other property interests as

described in the attached **Exhibit "A"** by gift, purchase, eminent domain proceedings or otherwise, and to prepare , sign, execute, serve, publish and file in the name of CFX all eminent domain papers, affidavits and pleadings, and its attorneys are authorized to have prepared such other instruments and documents as may be necessary in connection herewith.

Section 3. To the extent any of the above-captioned parcels and/or the Property as described in **Exhibit "A"** has been the subject matter of any previous Resolution of the CFX Governing Board, including without limitation Resolutions 2024-438 and 2024-431, this Resolution shall supersede and take precedence. This Resolution shall take effect immediately upon adoption by the CFX governing Board.

ADOPTED this _____ day of _____, 2025.

_____
Christopher Maier, Chairman

ATTEST:_____
Regla ("Mimi") Lamaute
Manager of Board Services

Approved as to form and legality for the exclusive use and reliance of CFX.

_____
Christopher "Chip" Skambis
Right-of-Way Counsel

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1)
PROJECT NO. 516-236
PARCEL 51-114A
PURPOSE: RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

PART 1

A PARCEL OF LAND LYING IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, ALSO BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4126, PAGE 821, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 4-INCH BY 4-INCH CONCRETE MONUMENT WITH DISK STAMPED "LS4779" MARKING THE WEST QUARTER CORNER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 26 EAST; THENCE ALONG THE EAST LINE OF SOUTHEAST QUARTER OF SAID SECTION 4 SOUTH 00°11'47" WEST, A DISTANCE OF 670.47 FEET TO THE NORTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4126, PAGE 821 AND THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EAST LINE SOUTH 00°11'47" WEST, A DISTANCE OF 632.97 FEET TO THE SOUTH LINE OF SAID DESCRIBED LANDS AND THE NORTH RIGHT OF WAY LINE OF FRANK JARRELL ROAD, A VARIED WIDTH RIGHT OF WAY AS DESCRIBED IN DEED BOOK 52, PAGE 594; THENCE ALONG SAID SOUTH LINE AND NORTH RIGHT OF WAY LINE SOUTH 89°50'28" WEST, A DISTANCE OF 335.23 FEET TO THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 25, A VARIED WIDTH RIGHT OF WAY AS SHOWN ON STATE ROAD DEPARTMENT RIGHT OF WAY MAP SECTION 11200-2509; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE NORTH 28°31'04" WEST, A DISTANCE OF 382.51 FEET TO THE SOUTHERLY LINE OF WATER RETENTION AREA POND C AS SHOWN ON SAID RIGHT OF WAY MAP; THENCE ALONG SAID SOUTHERLY LINE NORTH 55°11'38" EAST, A DISTANCE OF 71.48 FEET; THENCE SOUTH 32°24'25" EAST, A DISTANCE OF 24.76 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 26520.37 FEET, A CHORD BEARING OF SOUTH 28°03' 55" EAST AND A CHORD DISTANCE OF 62.10 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 28°07'56" EAST, SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°08'03", A DISTANCE OF 62.10 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 24659.77 FEET, A CHORD BEARING OF SOUTH 27°30'43" EAST AND A CHORD DISTANCE OF 246.62 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 27°47'55" EAST, SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°34'23", A DISTANCE OF 246.62 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 24595.56 FEET, A CHORD BEARING OF SOUTH 26°53'26" EAST AND A CHORD DISTANCE OF 36.82 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 26°56'00" EAST, SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°05'09", A DISTANCE OF 36.82 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 260.05 FEET; THENCE NORTH 00°11'58" EAST, A DISTANCE OF 449.13 FEET; THENCE NORTH 23°37'08" WEST, A DISTANCE OF 50.35 FEET; THENCE NORTH 00°00'00" EAST, A DISTANCE OF 88.99 FEET TO AFOREMENTIONED NORTH LINE OF DESCRIBED LANDS; THENCE ALONG SAID NORTH LINE NORTH 89°58'23" EAST, A DISTANCE OF 46.83 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.362 ACRES, MORE OR LESS.

SEE SHEET 3 FOR SKETCH OF DESCRIPTION
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

PART 1	MJS	01/09/2025
REVISION	BY	DATE

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY

STATE ROAD NO. 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) LAKE COUNTY

	BY	DATE
DRAWN	J. J PIERRE	03/08/2023
CHECKED	M. SHATTO	03/21/2023

WBQ DESIGN & ENGINEERING, INC. LB7963
201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300

DATA SOURCE: SEE GENERAL NOTES, SHEET 4

SECTION N/A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1)
PROJECT NO. 516-236
PARCEL 51-114A
PURPOSE: RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

PART 2

A PARCEL OF LAND LYING IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, ALSO BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4126, PAGE 821, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 4-INCH BY 4-INCH CONCRETE MONUMENT WITH DISK STAMPED "LS4779" MARKING THE WEST QUARTER CORNER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 26 EAST; THENCE ALONG THE EAST LINE OF SOUTHEAST QUARTER OF SAID SECTION 4 SOUTH 00°11'47" WEST, A DISTANCE OF 670.47 FEET TO THE NORTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4126, PAGE 821; THENCE CONTINUE ALONG SAID EAST LINE SOUTH 00°11'47" WEST, A DISTANCE OF 632.97 FEET TO THE SOUTH LINE OF SAID DESCRIBED LANDS AND THE NORTH RIGHT OF WAY LINE OF FRANK JARRELL ROAD, A VARIED WIDTH RIGHT OF WAY AS DESCRIBED IN DEED BOOK 52, PAGE 594; THENCE ALONG SAID SOUTH LINE AND NORTH RIGHT OF WAY LINE SOUTH 89°50'28" WEST, A DISTANCE OF 335.23 FEET TO THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 25, A VARIED WIDTH RIGHT OF WAY AS SHOWN ON STATE ROAD DEPARTMENT RIGHT OF WAY MAP SECTION 11200-2509; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE NORTH 28°31'04" WEST, A DISTANCE OF 382.51 FEET TO THE SOUTHERLY LINE OF WATER RETENTION AREA POND C AS SHOWN ON SAID RIGHT OF WAY MAP; THENCE ALONG SAID SOUTHERLY LINE NORTH 55°11'38" EAST, A DISTANCE OF 71.48 FEET TO THE POINT OF BEGINNING; THENCE ALONG SAID SOUTHERLY LINE CONTINUE NORTH 55°11'38" EAST, A DISTANCE OF 122.29 FEET TO THE EAST LINE OF SAID POND C; THENCE ALONG SAID EAST LINE NORTH 00°04'39" WEST, A DISTANCE OF 187.03 FEET TO AFOREMENTIONED NORTH LINE OF SAID DESCRIBED LANDS; THENCE ALONG SAID NORTH LINE NORTH 89°58'23" EAST, A DISTANCE OF 25.48 FEET; THENCE SOUTH 12°41'01" EAST, A DISTANCE OF 156.35 FEET; THENCE SOUTH 49°30'56" WEST, A DISTANCE OF 192.87 FEET; THENCE NORTH 32°24'25" WEST, A DISTANCE OF 24.76 FEET TO THE POINT OF BEGINNING.

CONTAINING 10227 SQUARE FEET, MORE OR LESS.

CONTAINING IN THE AGGREGATE 1.597 ACRES, MORE OR LESS.

SEE SHEET 3 FOR SKETCH OF DESCRIPTION
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

AGGREGATE AREA	M. SHATTO	01/09/2025
REVISION	BY	DATE

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY

STATE ROAD NO. 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) LAKE COUNTY

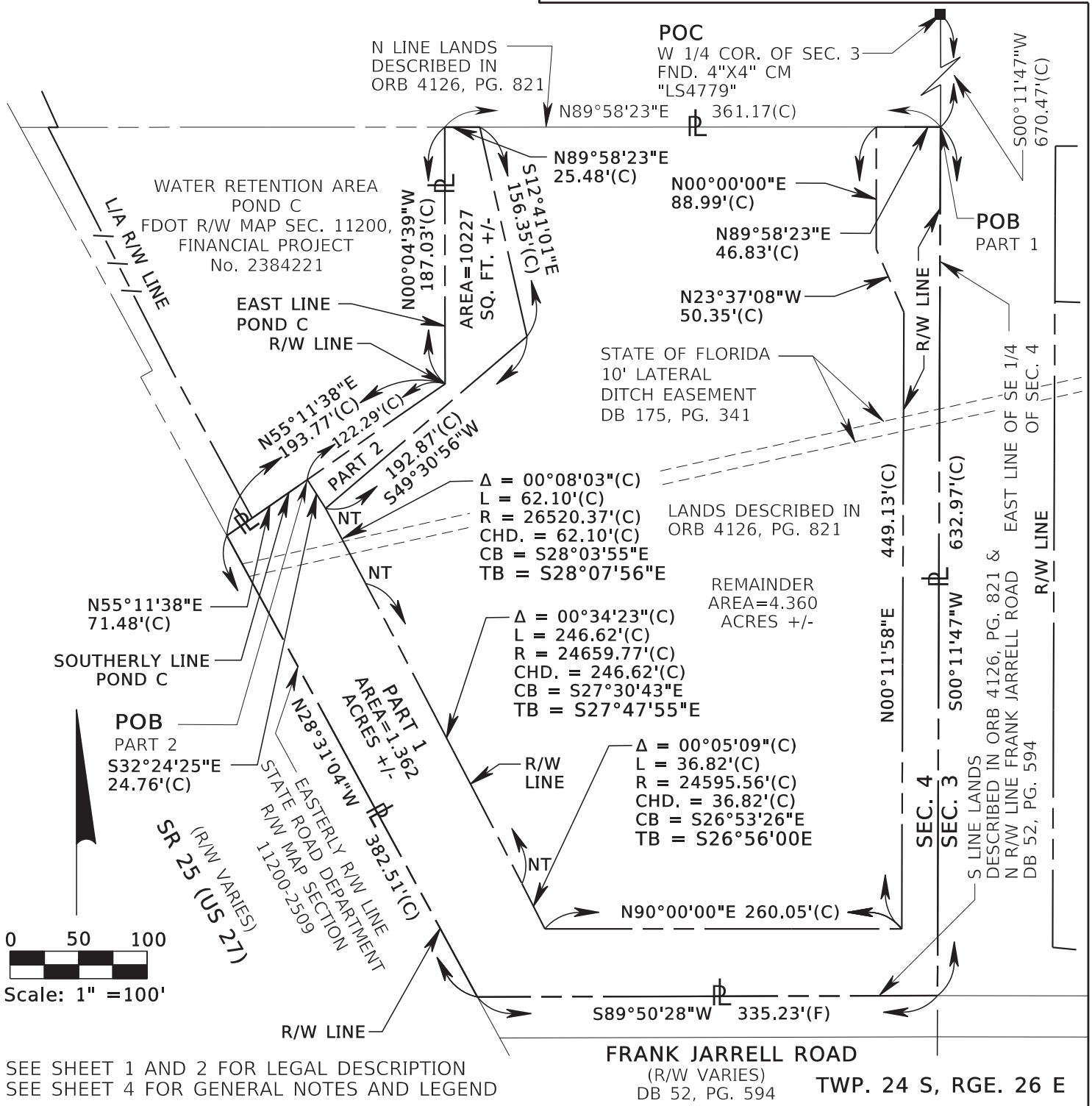
	BY	DATE
DRAWN	J. J PIERRE	03/08/2023
CHECKED	M. SHATTO	03/21/2023

WBQ DESIGN & ENGINEERING, INC. LB7963
201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300

DATA SOURCE: SEE GENERAL NOTES, SHEET 4

SECTION N/A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1)
PROJECT NO. 516-236
PARCEL 51-114A



SEE SHEET 1 AND 2 FOR LEGAL DESCRIPTION
SEE SHEET 4 FOR GENERAL NOTES AND LEGEND

PART 1	M. SHATTO	01/09/2025
(C) TO (F) CALL	M. SHATTO	11/30/2023
REVISION	BY	DATE

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY

STATE ROAD NO. 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) LAKE COUNTY

	BY	DATE
DRAWN	J. J PIERRE	03/08/2023
CHECKED	M. SHATTO	03/21/2023

WBQ DESIGN & ENGINEERING, INC. LB7963
201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300

DATA SOURCE:
SEE GENERAL NOTES, SHEET 4

SECTION N/A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1)
PROJECT NO. 516-236
PARCEL 51-114A

GENERAL NOTES

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.

2. THE BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, BEING SOUTH 00°11'47" WEST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.

3. PREPARED WITH THE BENEFIT OF ALTA COMMITMENT FOR TITLE INSURANCE PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY FILE NO. 2037-5589320 DATED 09/13/2022 AT 8:00 A.M., UPDATED 09/13/2023 AT 8:00 A.M., UPDATED 2/22/2024 AT 8:00 A.M.

LEGEND

CHD. = CHORD DISTANCE
CB = CHORD BEARING
℄ = CENTERLINE
(C) = CALCULATED DATA
CCR = CERTIFIED CORNER RECORD
CFX = CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CO. = COUNTY
COR. = CORNER
CM = CONCRETE MONUMENT
CR = COUNTY ROAD
CSX = CHESSIE SEABOARD CONSOLIDATED
D = DEGREE
(D) = DEED DATA
DB = DEED BOOK
DR. = DRIVE
ESMT. = EASEMENT
Δ = DELTA (CENTRAL ANGLE)
FND. = FOUND
(F) = FIELD DATA
FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
FPID = FINANCIAL PROJECT IDENTIFICATION
ID = IDENTIFICATION
IP = IRON PIPE
IR = IRON ROD OR REBAR
IRC = IRON ROD AND CAP
L = LENGTH OF CURVE
LB = LICENSED BUSINESS
L/A = LIMITED ACCESS
MON. = MONUMENTATION/MONUMENT
NO. = NUMBER
N/A = NOT APPLICABLE
NL = NAIL
N&D = NAIL & DISK
NT = NON-TANGENT
NTS = NOT TO SCALE
OR = OFFICIAL RECORD
ORB = OFFICIAL RECORD BOOK
PG. = PAGE
PLS = PROFESSIONAL LAND SURVEYOR
℄ = PROPERTY LINE
(P) = PLAT DATA
PB = PLAT BOOK
PC = POINT OF CURVATURE
PI = POINT OF INTERSECTION
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
PT = POINT OF TANGENCY
PROJ. = PROJECT
R = RADIUS
RR = RAILROAD
RGE. = RANGE
REF. = REFERENCE
R/W = RIGHT OF WAY
SEC. = SECTION
SELY = SOUTHEASTERLY
SR = STATE ROAD
SQ.FT. = SQUARE FEET
T = TANGENT
TB = TANGENT BEARING
TC = TANGENT TO CURVE
TWP. = TOWNSHIP
UE = UTILITY EASEMENT

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE STANDARDS OF PRACTICE AS REQUIRED BY CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Martin J Shatto
Digitally signed by Martin J Shatto
Date: 2025.01.16 16:15:52 -05'00'

MARTIN J. SHATTO, PSM
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219
THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 01/10/2025.

SEE SHEETS 1 AND 2 FOR LEGAL DESCRIPTIONS
SEE SHEET 3 FOR SKETCH OF DESCRIPTION

MARTIN JOSEPH SHATTO License Number 5219 STATE OF FLORIDA Registered Land Surveyor

REVISION	BY	DATE
UPDATE TITLE DATE	M. SHATTO	3/12/2024
UPDATE TITLE DATE	M. SHATTO	11/30/2023

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY

STATE ROAD NO. 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) LAKE COUNTY

	BY	DATE
DRAWN	J. J PIERRE	03/08/2023
CHECKED	M. SHATTO	03/21/2023

WBQ DESIGN & ENGINEERING, INC. LB7963
201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300

DATA SOURCE: SEE NOTE 3 ABOVE

SECTION N/A

SHEET 4 OF 4

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1)
PROJECT NO. 516-236
PARCEL 51-114B
PURPOSE: RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, ALSO BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4126, PAGE 821, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT WITH DISK STAMPED "LS4779" MARKING THE WEST QUARTER CORNER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 26 EAST; THENCE SOUTH 00°11'47" WEST ALONG THE WEST LINE OF SOUTHWEST QUARTER OF SECTION 3, A DISTANCE OF 661.72 FEET TO THE POINT OF BEGINNING; THENCE ALONG THE NORTH LINE OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 3 SOUTH 89°59'53" EAST, A DISTANCE OF 431.36 FEET; THENCE SOUTH 42°45'34" WEST, A DISTANCE OF 195.81 FEET; THENCE NORTH 87°55'36" WEST, A DISTANCE OF 210.25 FEET; THENCE SOUTH 28°22'39" WEST, A DISTANCE OF 10.52 FEET; THENCE SOUTH 00°11'58" WEST, A DISTANCE OF 461.18 FEET; THENCE SOUTH 84°31'56" EAST, A DISTANCE OF 372.39 FEET TO THE NORTH RIGHT OF WAY LINE OF FRANK JARRELL ROAD, A VARIED WIDTH RIGHT OF WAY AS DESCRIBED IN DEED BOOK 52, PAGE 594; SAID POINT BEING 20 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 3; THENCE ALONG SAID NORTH RIGHT OF WAY LINE NORTH 89°57'09" WEST, A DISTANCE OF 454.60 FEET TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3; THENCE ALONG SAID WEST LINE NORTH 00°11'47" EAST, A DISTANCE OF 641.72 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.294 ACRES, MORE OR LESS.

SEE SHEET 2 FOR SKETCH OF DESCRIPTION
SEE SHEET 3 FOR GENERAL NOTES AND LEGEND

REVISION	BY	DATE
SHEET NUMBERS	M. SHATTO	01/09/2025
PART 1 LABELS REMOVED	M. SHATTO	01/09/2025
PARCEL REVISED	M. SHATTO	01/09/2025

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY

STATE ROAD NO. 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) LAKE COUNTY

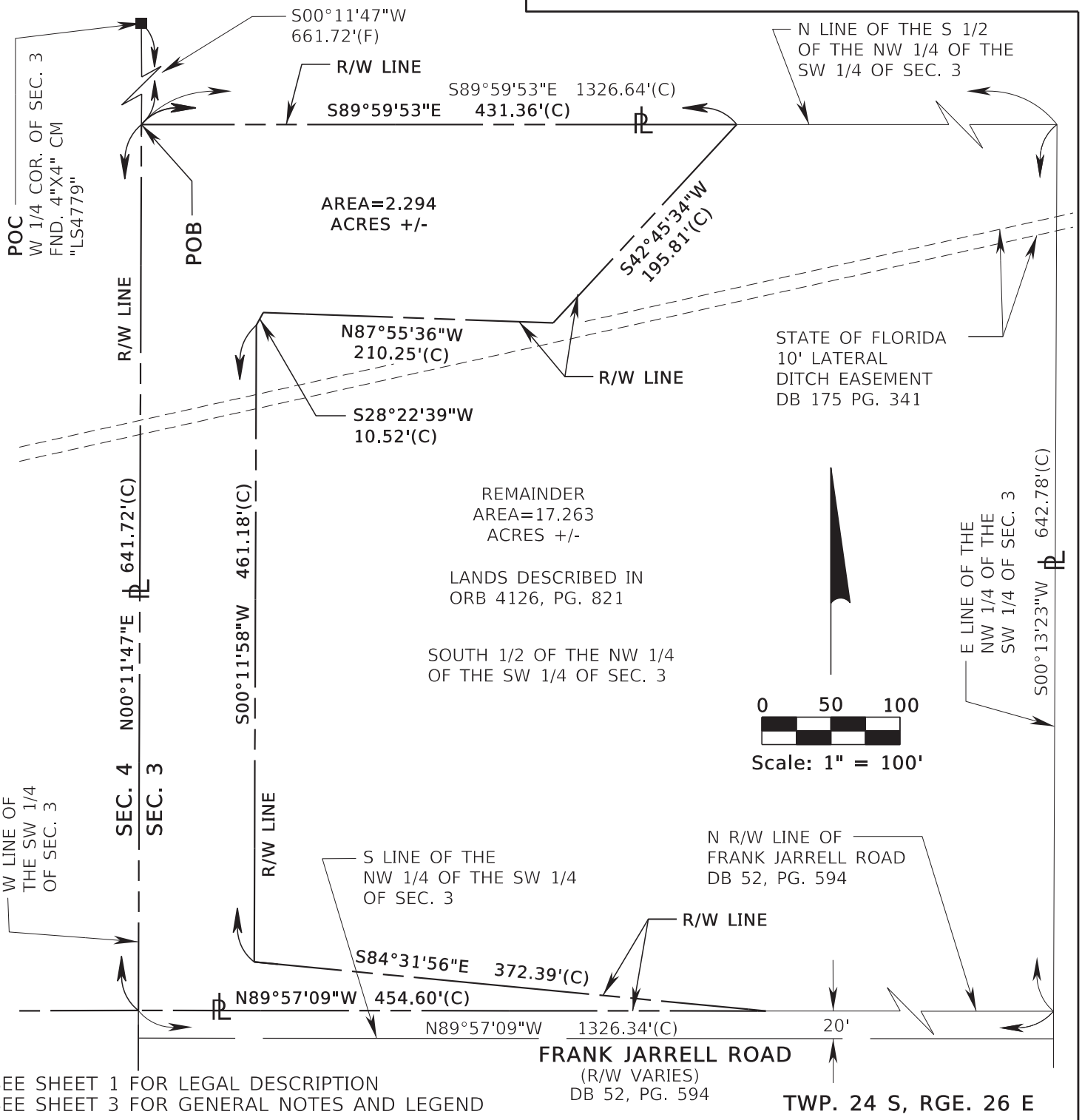
	BY	DATE
DRAWN	J. J PIERRE	03/08/2023
CHECKED	M. SHATTO	03/21/2023

WBQ DESIGN & ENGINEERING, INC. LB7963
201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300

DATA SOURCE:
SEE GENERAL NOTES, SHEET 3

SECTION N/A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1)
PROJECT NO. 516-236
PARCEL 51-114B



SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 3 FOR GENERAL NOTES AND LEGEND

TWP. 24 S, RGE. 26 E

REVISION	BY	DATE
SHEET NUMBERS	M. SHATTO	01/09/2025
PART 1 LABELS REMOVED	M. SHATTO	01/09/2025
PARTS COMBINED	M. SHATTO	01/09/2025

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY

STATE ROAD NO. 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) LAKE COUNTY

	BY	DATE
DRAWN	J. J PIERRE	03/08/2023
CHECKED	M. SHATTO	03/21/2023

WBQ DESIGN & ENGINEERING, INC. LB7963
201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300

DATA SOURCE:
SEE GENERAL NOTES, SHEET 3

SECTION N/A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1)
PROJECT NO. 516-236
PARCEL 51-114B

GENERAL NOTES

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.

2. THE BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 26 EAST, BEING SOUTH 00°11'47" WEST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.

3. PREPARED WITH THE BENEFIT OF ALTA COMMITMENT FOR TITLE INSURANCE PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY FILE NO. 2037-5086650 DATED JANUARY 15, 2021 AT 8:00 A.M. AND FILE NO. 2037-6221640 DATED 09/25/2023 AT 8:00 A.M., UPDATED 3/06/2024 AT 8:00 A.M.

LEGEND

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CFX = CENTRAL FLORIDA EXPRESSWAY AUTHORITY
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CSX = CHESSIE SEABOARD CONSOLIDATED
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L = LENGTH OF CURVE
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(P) = PLAT DATA
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POC = POINT OF COMMENCEMENT
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TB = TANGENT BEARING
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TWP. = TOWNSHIP
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I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE STANDARDS OF PRACTICE AS REQUIRED BY CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Martin J Shatto
Digitally signed by Martin J Shatto
Date: 2025.01.16 16:17:20 -05'00'

MARTIN J. SHATTO, PSM
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219
THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 01/10/2025.

SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 2 FOR SKETCH OF DESCRIPTION

MARTIN JOSEPH SHATTO
License Number
5219
STATE OF FLORIDA
Registered Land Surveyor

REVISION	BY	DATE
SHEET NUMBERS	M. SHATTO	01/09/2025
UPDATE TITLE DATE	M. SHATTO	03/12/2024
UPDATE TITLE DATE	M. SHATTO	11/30/2023

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY

STATE ROAD NO. 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) LAKE COUNTY

	BY	DATE
DRAWN	J. J PIERRE	03/08/2023
CHECKED	M. SHATTO	03/21/2023

WBQ DESIGN & ENGINEERING, INC. LB7963
201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300

DATA SOURCE:
SEE NOTE 3 ABOVE

SECTION N/A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1)
PROJECT NO. 516-236
PARCEL 51-122A
PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

PART 1

A PARCEL OF LAND LOCATED IN SECTION 4, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, ALSO BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3788, PAGE 51 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH IRON PIPE FILLED WITH CONCRETE AND NO IDENTIFICATION MARKING THE NORTHWEST CORNER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 26 EAST; THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 24 SOUTH, RANGE 26 EAST SOUTH 00°11'47" WEST, A DISTANCE OF 2176.51 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EAST LINE SOUTH 00°11'47" WEST, A DISTANCE OF 27.77 FEET; THENCE SOUTH 79°41'43" WEST, A DISTANCE OF 1.83 FEET; THENCE SOUTH 73°45'23" WEST, A DISTANCE OF 488.24 FEET; THENCE SOUTH 67°00'37" WEST, A DISTANCE OF 142.18 FEET; THENCE SOUTH 82°25'22" WEST, A DISTANCE OF 209.49 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 45.00 FEET, A CHORD BEARING OF SOUTH 59°10’51” WEST AND A CHORD DISTANCE OF 35.52 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 46°29'02", A DISTANCE OF 36.51 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 35°56'20" WEST, A DISTANCE OF 144.77 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 45.00 FEET, A CHORD BEARING OF SOUTH 24°42’05” WEST AND A CHORD DISTANCE OF 17.54 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 22°28'31", A DISTANCE OF 17.65 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 13°27'49" WEST, A DISTANCE OF 127.24 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 45.00 FEET, A CHORD BEARING OF SOUTH 01°39'35" EAST AND A CHORD DISTANCE OF 23.48 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30°14'49", A DISTANCE OF 23.76 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 16°46'59" EAST, A DISTANCE OF 148.45 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 4; THENCE CONTINUE SOUTH 16°46'59" EAST, A DISTANCE OF 212.44 FEET; THENCE SOUTH 43°40'15" EAST, A DISTANCE OF 98.45 FEET; THENCE SOUTH 24°28'59" EAST, A DISTANCE OF 423.89 FEET; THENCE SOUTH 27°01'30" EAST, A DISTANCE OF 9.75 FEET TO A POINT ON THE SOUTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3788, PAGE 51 OF SAID PUBLIC RECORDS; THENCE ALONG SAID SOUTH LINE SOUTH 89°58'23" WEST, A DISTANCE OF 66.45 FEET TO THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 25, A VARIED WIDTH RIGHT OF WAY AS SHOWN ON STATE ROAD DEPARTMENT RIGHT OF WAY MAP SECTION 11200-2509; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING FOUR COURSES: THENCE NORTH 28°31'04" WEST, A DISTANCE OF 498.83 FEET; THENCE SOUTH 60°38'13" WEST, A DISTANCE OF 22.16 FEET; THENCE NORTH 28°30'58" WEST, A DISTANCE OF 274.70 FEET TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 4;

CONTINUED ON SHEET 2

SEE SHEET 11 FOR SKETCH OF DESCRIPTION
SEE SHEET 17 FOR GENERAL NOTES AND LEGEND

SHEET NUMBERS	M. SHATTO	1/09/2025
REVISION	BY	DATE

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY

STATE ROAD NO. 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) LAKE COUNTY

	BY	DATE
DRAWN	J. J PIERRE	03/21/2023
CHECKED	M. SHATTO	03/21/2023

WBQ DESIGN & ENGINEERING, INC. LB7963
201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300

DATA SOURCE:
SEE GENERAL NOTES, SHEET 17

SECTION N/A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1)
PROJECT NO. 516-236
PARCEL 51-122A
PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

PART 1: CONTINUED FROM SHEET 1

THENCE NORTH 28°30'58" WEST, A DISTANCE OF 145.88 FEET; THENCE NORTH 61°28'12" EAST, A DISTANCE OF 107.91 FEET; THENCE NORTH 12°16'11" WEST, A DISTANCE OF 40.25 FEET; THENCE NORTH 07°17'11" EAST, A DISTANCE OF 179.70 FEET; THENCE NORTH 17°25'19" EAST, A DISTANCE OF 294.56 FEET; THENCE NORTH 28°31'48" WEST, A DISTANCE OF 344.37 FEET; THENCE NORTH 78°23'07" WEST, A DISTANCE OF 101.58 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 384.00 FEET, A CHORD BEARING OF NORTH 76°28'47" EAST AND A CHORD DISTANCE OF 32.36 FEET; THENCE FROM A TANGENT BEARING OF NORTH 78°53'42" EAST, EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°49'49", A DISTANCE OF 32.37 FEET TO THE POINT OF TANGENCY; THENCE NORTH 74°03'53" EAST, A DISTANCE OF 300.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 2657.00 FEET, A CHORD BEARING OF NORTH 78°28'20"EAST AND A CHORD DISTANCE OF 408.37 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°48'53", A DISTANCE OF 408.77 FEET TO THE POINT OF TANGENCY; THENCE NORTH 82°52'46" EAST, A DISTANCE OF 274.79 FEET TO A POINT ON THE EASTERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3788, PAGE 51; THENCE ALONG SAID EASTERLY LINE SOUTH 21°48'37" EAST, A DISTANCE OF 558.12 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 516 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 16.405 ACRES, MORE OR LESS.

SEE SHEET 11 FOR SKETCH OF DESCRIPTION
SEE SHEET 17 FOR GENERAL NOTES AND LEGEND

SHEET NUMBERS	M. SHATTO	01/09/2025
REVISION	BY	DATE

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY

STATE ROAD NO. 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) LAKE COUNTY

	BY	DATE
DRAWN	J. J PIERRE	03/21/2023
CHECKED	M. SHATTO	03/21/2023

WBQ DESIGN & ENGINEERING, INC. LB7963
201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300

DATA SOURCE:
SEE GENERAL NOTES, SHEET 17

SECTION N/A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1)
PROJECT NO. 516-236
PARCEL 51-122A
PURPOSE: RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

PART 2

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, ALSO BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3788, PAGE 51 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH IRON PIPE FILLED WITH CONCRETE AND NO IDENTIFICATION MARKING THE NORTHWEST CORNER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 26 EAST; THENCE ALONG THE NORTH LINE OF SECTION 4, TOWNSHIP 24 SOUTH, RANGE 26 EAST NORTH 89°53’41” WEST, A DISTANCE OF 99.56 FEET TO SOUTHEAST CORNER OF SECTION 33, TOWNSHIP 23 SOUTH, RANGE 26 EAST; THENCE CONTINUE ALONG THE NORTH LINE OF SAID SECTION 4 NORTH 89°50’06” WEST, A DISTANCE OF 475.52 FEET TO THE NORTHEAST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3788, PAGE 51; THENCE CONTINUE ALONG THE NORTH LINE OF SAID SECTION 4 NORTH 89°50'06 WEST, A DISTANCE 1822.45 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 20°22'16" EAST, A DISTANCE OF 196.56 FEET; THENCE SOUTH 62°43'57" EAST, A DISTANCE OF 37.01 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 14840.00 FEET, A CHORD BEARING OF SOUTH 23°45'46" EAST AND A CHORD DISTANCE OF 472.29 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 22°51'04" EAST SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°49'25", A DISTANCE OF 472.31 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 14867.00 FEET, A CHORD BEARING OF SOUTH 24°50'45" EAST AND A CHORD DISTANCE OF 76.73 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 24°41'52" EAST SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°17'45", A DISTANCE OF 76.73 FEET; THENCE CONTINUE ALONG SAID CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 14867.00 FEET, A CHORD BEARING OF SOUTH 26°29'09" EAST, AND A CHORD DISTANCE OF 774.35 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°59’05”, OF A DISTANCE OF 774.44 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 27°58'41" EAST, A DISTANCE OF 374.36 FEET; THENCE SOUTH 85°42' 39" WEST, A DISTANCE OF 32.40 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 384.00 FEET, A CHORD BEARING OF SOUTH 62°13'18" EAST AND A CHORD DISTANCE OF 317.71 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 37°47'05" EAST SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 48°52'25", A DISTANCE OF 327.55 FEET TO THE WESTERLY LINE OF SAID DESCRIBED LANDS; THENCE ALONG SAID WESTERLY LINE THE FOLLOWING THREE COURSES: THENCE SOUTH 73°20'46" WEST, A DISTANCE OF 49.70 FEET; THENCE SOUTH 66°24'21" WEST, A DISTANCE OF 126.57 FEET; THENCE SOUTH 61°27'47" WEST, A DISTANCE OF 83.84 FEET TO THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 25, A VARIED WIDTH RIGHT OF WAY AS SHOWN ON STATE ROAD DEPARTMENT RIGHT OF WAY MAP SECTION 11200-2509;

CONTINUED ON SHEET 4

SEE SHEET 12 FOR SKETCH OF DESCRIPTION
SEE SHEET 17 FOR GENERAL NOTES AND LEGEND

SHEET NUMBERS	M. SHATTO	01/09/2025
REVISION	BY	DATE

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY

STATE ROAD NO. 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) LAKE COUNTY

	BY	DATE
DRAWN	J. J PIERRE	03/21/2023
CHECKED	M. SHATTO	03/21/2023

WBQ DESIGN & ENGINEERING, INC. LB7963
201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300

DATA SOURCE:
SEE GENERAL NOTES, SHEET 17

SECTION N/A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1)
PROJECT NO. 516-236
PARCEL 51-122A
PURPOSE: RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

PART 2: CONTINUED FROM SHEET 3

THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING EIGHT COURSES: THENCE NORTH 28°31'48" WEST, A DISTANCE OF 527.13 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 11327.71 FEET A CHORD BEARING OF NORTH 26°55'12"WEST AND A CHORD DISTANCE OF 636.53 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°13'12", A DISTANCE OF 636.61 FEET; THENCE NORTH 64°41'24" EAST, A DISTANCE OF 9.86 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 11317.85 FEET, A CHORD BEARING OF NORTH 24°33'29" WEST AND A CHORD DISTANCE OF 297.01 FEET; THENCE FROM A TANGENT BEARING OF NORTH 25°18'36" WEST, NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°30'13", A DISTANCE OF 297.01 FEET; THENCE SOUTH 67°30'49" WEST, A DISTANCE OF 4.95 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 11322.80 FEET, A CHORD BEARING OF NORTH 22°18'09" WEST AND A CHORD DISTANCE OF 594.11 FEET; THENCE FROM A TANGENT BEARING OF NORTH 23°48'21" WEST, NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°00'24", A DISTANCE OF 594.18 FEET; THENCE NORTH 69°12'03" EAST, A DISTANCE OF 15.09 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 11307.71 FEET, A CHORD BEARING OF NORTH 20°27'47" WEST AND A CHORD DISTANCE OF 132.61 FEET; THENCE FROM A TANGENT BEARING OF NORTH 20°47'57" WEST, NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°40'19", A DISTANCE OF 132.61 FEET TO THE NORTH LINE OF AFOREMENTIONED SECTION 4; THENCE ALONG SAID NORTH LINE SOUTH 89°50'06" EAST, A DISTANCE OF 60.42 FEET TO THE POINT OF BEGINNING.

CONTAINING 5.331 ACRES, MORE OR LESS.

SEE SHEET 12 FOR SKETCH OF DESCRIPTION
SEE SHEET 17 FOR GENERAL NOTES AND LEGEND

SHEET NUMBERS	M. SHATTO	01/09/2025
REVISION	BY	DATE

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY

STATE ROAD NO. 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) LAKE COUNTY

	BY	DATE
DRAWN	J. J PIERRE	03/21/2023
CHECKED	M. SHATTO	03/21/2023

WBQ DESIGN & ENGINEERING, INC. LB7963
201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300

DATA SOURCE:
SEE GENERAL NOTES, SHEET 17

SECTION N/A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1)
PROJECT NO. 516-236
PARCEL 51-122A
PURPOSE: RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

PART 3
A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, ALSO BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3788, PAGE 51 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH IRON PIPE FILLED WITH CONCRETE AND NO IDENTIFICATION MARKING THE NORTHWEST CORNER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 26 EAST; THENCE ALONG THE NORTH LINE OF SECTION 4, TOWNSHIP 24 SOUTH, RANGE 26 EAST NORTH 89°53’41” WEST, A DISTANCE OF 99.56 FEET TO SOUTHEAST CORNER OF SECTION 33, TOWNSHIP 23 SOUTH, RANGE 26 EAST; THENCE CONTINUE ALONG SAID NORTH LINE NORTH 89°50’06” WEST, A DISTANCE 475.52 FEET TO THE NORTHEAST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3788, PAGE 51; THENCE ALONG THE EASTERLY LINE OF SAID LANDS SOUTH 19°21’28’ EAST, A DISTANCE OF 58.70 FEET; THENCE CONTINUE ALONG SAID EASTERLY LINE SOUTH 11°06’22” EAST, A DISTANCE OF 1506.01 FEET; THENCE CONTINUE ALONG SAID EASTERLY LINE SOUTH 21°48’37” EAST, A DISTANCE OF 77.57 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EASTERLY LINE SOUTH 21°48'37" EAST, A DISTANCE OF 58.89 FEET; THENCE SOUTH 82°52'46" WEST, A DISTANCE OF 274.79 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 2657.00 FEET, A CHORD BEARING OF SOUTH 78°28'20" WEST AND A CHORD DISTANCE OF 408.37 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°48'53", A DISTANCE OF 408.77 FEET TO A POINT OF TANGENCY; THENCE SOUTH 74°03'53" WEST, A DISTANCE OF 300.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 384.00 FEET A CHORD BEARING OF SOUTH 76°28’47”WEST AND A CHORD DISTANCE OF 32.36 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°49'49", A DISTANCE OF 32.37 FEET TO A POINT ON TO THE WESTERLY LINE OF SAID DESCRIBED LANDS; THENCE ALONG SAID WESTERLY LINE NORTH 78°23'07" WEST, A DISTANCE OF 45.08 FEET; THENCE CONTINUE ALONG SAID WESTERLY LINE SOUTH 73°20'46" WEST, A DISTANCE OF 54.48 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 384.00 FEET, A CHORD BEARING OF NORTH 62°13'18" WEST AND A CHORD DISTANCE OF 317.71 FEET; THENCE FROM A TANGENT BEARING OF NORTH 86°39'30" WEST NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 48°52'25", A DISTANCE OF 327.55 FEET; THENCE NORTH 85°42'39" EAST, A DISTANCE OF 52.17 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 341.71 FEET, A CHORD BEARING OF SOUTH 74°16' 36" EAST AND A CHORD DISTANCE OF 358.70 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 42°37'05" EAST, SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 63°19'02", A DISTANCE OF 377.62 FEET TO THE POINT OF TANGENCY; THENCE NORTH 74°03'53" EAST, A DISTANCE OF 300.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 2699.29 FEET, A CHORD BEARING OF NORTH 78°28'20" EAST AND A CHORD DISTANCE OF 414.87 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 08°48'53", A DISTANCE OF 415.28 FEET TO THE POINT OF TANGENCY; THENCE NORTH 82°52'46" EAST, A DISTANCE OF 65.63 FEET; THENCE NORTH 78°33'31" EAST, A DISTANCE OF 194.78 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.373 ACRES, MORE OR LESS.

SEE SHEET 13 FOR SKETCH OF DESCRIPTION
SEE SHEET 17 FOR GENERAL NOTES AND LEGEND

SHEET NUMBERS	M. SHATTO	01/09/2025
REVISION	BY	DATE

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY

STATE ROAD NO. 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) LAKE COUNTY

	BY	DATE
DRAWN	J. J PIERRE	03/21/2023
CHECKED	M. SHATTO	03/21/2023

WBQ DESIGN & ENGINEERING, INC. LB7963
201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300

DATA SOURCE:
SEE GENERAL NOTES, SHEET 17

SECTION N/A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1)
PROJECT NO. 516-236
PARCEL 51-122A
PURPOSE: RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

PART 4

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, ALSO BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3788, PAGE 51 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH IRON PIPE FILLED WITH CONCRETE AND NO IDENTIFICATION MARKING THE NORTHWEST CORNER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 26 EAST; THENCE ALONG THE NORTH LINE OF SECTION 4, TOWNSHIP 24 EAST, RANGE 26 EAST NORTH 89°53’41” WEST, A DISTANCE OF 99.56 FEET TO SOUTHEAST CORNER OF SECTION 33, TOWNSHIP 23 SOUTH, RANGE 26 EAST; THENCE CONTINUE ALONG SAID NORTH LINE NORTH 89°50’06” WEST, A DISTANCE 475.52 FEET TO THE NORTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORD BOOK 3788, PAGE 51; THENCE ALONG THE EASTERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORD BOOK 3788, PAGE 51 SOUTH 19°21’28’ EAST, A DISTANCE OF 58.70 FEET; THENCE CONTINUE ALONG SAID EASTERLY LINE SOUTH 11°06’22” EAST, A DISTANCE OF 1431.04 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EASTERLY LINE SOUTH 11°06'22" EAST, A DISTANCE OF 74.97 FEET; THENCE CONTINUE ALONG SAID EASTERLY LINE SOUTH 21°48'37" EAST, A DISTANCE OF 77.57 FEET; THENCE SOUTH 78°33'31" WEST, A DISTANCE OF 194.78 FEET; THENCE NORTH 38°42'41" EAST, A DISTANCE OF 236.09 FEET TO THE POINT OF BEGINNING.

CONTAINING 14193 SQUARE FEET, MORE OR LESS.

SEE SHEET 14 FOR SKETCH OF DESCRIPTION
SEE SHEET 17 FOR GENERAL NOTES AND LEGEND

SHEET NUMBERS	M. SHATTO	01/09/2025
REVISION	BY	DATE

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY

STATE ROAD NO. 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) LAKE COUNTY

	BY	DATE
DRAWN	J. J PIERRE	03/21/2023
CHECKED	M. SHATTO	03/21/2023

WBQ DESIGN & ENGINEERING, INC. LB7963
201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300

DATA SOURCE:
SEE GENERAL NOTES, SHEET 17

SECTION N/A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1)
PROJECT NO. 516-236
PARCEL 51-122A
PURPOSE: RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

PART 5

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER AND THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, ALSO BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3788, PAGE 51 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH IRON PIPE FILLED WITH CONCRETE AND NO IDENTIFICATION MARKING THE NORTHWEST CORNER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 26 EAST; THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 4, TOWNSHIP 24 SOUTH, RANGE 26 EAST SOUTH 00°11'47" WEST, A DISTANCE OF 2204.28; THENCE SOUTH 79°41’43” WEST, A DISTANCE 1.83 FEET; THENCE SOUTH 73°45’23”EAST, A DISTANCE OF 488.24 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 42°29'20" EAST, A DISTANCE OF 360.92 FEET; THENCE SOUTH 10°39'32" EAST, A DISTANCE OF 140.75 FEET; THENCE SOUTH 22°48'30" WEST, A DISTANCE OF 128.16 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 4; THENCE CONTINUE SOUTH 22°48'30" WEST, A DISTANCE OF 133.56 FEET; THENCE SOUTH 49°08'13" WEST, A DISTANCE OF 251.52 FEET; THENCE NORTH 83°27'15" WEST, A DISTANCE OF 281.25 FEET; THENCE SOUTH 39°46'47" WEST, A DISTANCE OF 26.31 FEET; THENCE NORTH 43°40'15" WEST, A DISTANCE OF 98.45 FEET; THENCE NORTH 16°46'59" WEST, A DISTANCE OF 212.44 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 4; THENCE CONTINUE NORTH 16°46'59" WEST, A DISTANCE OF 148.45 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 45.00 FEET, A CHORD BEARING OF NORTH 01°39’35” WEST AND A CHORD DISTANCE OF 23.48 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30°14'49", A DISTANCE OF 23.76 FEET TO THE POINT OF TANGENCY; THENCE NORTH 13°27'49" EAST, A DISTANCE OF 127.24 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 45.00 FEET, A CHORD BEARING OF NORTH 24°42'05" EAST AND A CHORD DISTANCE OF 17.54 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 22°28'31", A DISTANCE OF 17.65 FEET TO THE POINT OF TANGENCY; THENCE NORTH 35°56'20" EAST, A DISTANCE OF 144.77 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 45.00 FEET, A CHORD BEARING OF NORTH 59°10’51” EAST AND A CHORD DISTANCE OF 35.52 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 46°29'02", A DISTANCE OF 36.51 FEET TO THE POINT OF TANGENCY; THENCE NORTH 82°25'22" EAST, A DISTANCE OF 209.49 FEET; THENCE NORTH 67°00'37" EAST, A DISTANCE OF 142.18 FEET TO THE POINT OF BEGINNING.

CONTAINING 10.351 ACRES, MORE OR LESS.

SEE SHEET 15 FOR SKETCH OF DESCRIPTION
SEE SHEET 17 FOR GENERAL NOTES AND LEGEND

SHEET NUMBERS	M. SHATTO	01/09/2025
REVISION	BY	DATE

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY

STATE ROAD NO. 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) LAKE COUNTY

	BY	DATE
DRAWN	J. J PIERRE	03/21/2023
CHECKED	M. SHATTO	03/21/2023

WBQ DESIGN & ENGINEERING, INC. LB7963
201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300

DATA SOURCE: SEE GENERAL NOTES, SHEET 17

SECTION N/A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1)
PROJECT NO. 516-236
PARCEL 51-122A
PURPOSE: RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

PART 6

A PARCEL OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, ALSO BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3788, PAGE 51 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH IRON PIPE FILLED WITH CONCRETE AND NO IDENTIFICATION MARKING THE NORTHWEST CORNER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 26 EAST; THENCE ALONG THE NORTH LINE OF SECTION 4, TOWNSHIP 24 SOUTH, RANGE 26 EAST NORTH 89°53’41” WEST, A DISTANCE OF 99.56 FEET TO SOUTHEAST CORNER OF SECTION 33, TOWNSHIP 23 SOUTH, RANGE 26 EAST; THENCE CONTINUE ALONG SAID NORTH LINE NORTH 89°50’06” WEST, A DISTANCE OF 475.52 FEET TO THE NORTHEAST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3788, PAGE 51; THENCE CONTINUE ALONG THE NORTH LINE OF SAID SECTION 4 NORTH 89°50'06" WEST A DISTANCE OF 1822.45 FEET; THENCE SOUTH 20°22’16” EAST, A DISTANCE OF 196.56 FEET; THENCE SOUTH 62°43’57” EAST, A DISTANCE OF 37.01 FEET TO THE POINT OF BEGINNING; THENCE NORTH 67°08'56" EAST, A DISTANCE OF 363.64 FEET; THENCE SOUTH 90°00’00” EAST, A DISTANCE OF 413.38 FEET; THENCE SOUTH 03°59'03" EAST, A DISTANCE OF 136.58 FEET; THENCE SOUTH 12°19'44" WEST, A DISTANCE OF 312.91 FEET; THENCE SOUTH 54°08'29" WEST, A DISTANCE OF 188.35 FEET; THENCE SOUTH 81°09'50" WEST, A DISTANCE OF 160.39 FEET; THENCE NORTH 71°49'33" WEST, A DISTANCE OF 142.92 FEET; THENCE SOUTH 52°40'26" WEST, A DISTANCE OF 67.82 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 14840.00 FEET, A CHORD BEARING OF NORTH 23°45'46" WEST AND A CHORD DISTANCE OF 472.29 FEET; THENCE FROM A TANGENT BEARING OF NORTH 24°40'28" WEST, NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°49'25", A DISTANCE OF 472.31 FEET TO THE POINT OF BEGINNING.

CONTAINING 7.670 ACRES, MORE OR LESS.

CONTAINING IN THE AGGREGATE 41.456 ACRES, MORE OR LESS.

SEE SHEETS 16 FOR SKETCH OF DESCRIPTION
SEE SHEET 17 FOR GENERAL NOTES AND LEGEND

REVISION	BY	DATE
SHEET NUMBERS	M. SHATTO	01/09/2025
PART 7 REMOVED	M. SHATTO	01/09/2025
REVISE PART 6	M. SHATTO	11/30/2023

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY

STATE ROAD NO. 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) LAKE COUNTY

	BY	DATE
DRAWN	J. J PIERRE	03/21/2023
CHECKED	M. SHATTO	03/21/2023

WBQ DESIGN & ENGINEERING, INC. LB7963
201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300

DATA SOURCE:
SEE GENERAL NOTES, SHEET 17

SECTION N/A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1)
PROJECT NO. 516-236
PARCEL 51-122A
PURPOSE: LIMITED ACCESS RIGHTS ONLY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

PART 7

ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW BETWEEN THE PROPERTIES LYING ON EITHER SIDE OF THE FOLLOWING DESCRIBED LINE LYING IN A PARCEL OF LAND IN THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3788, PAGE 51 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH IRON PIPE FILLED WITH CONCRETE AND NO IDENTIFICATION MARKING THE NORTHWEST CORNER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 26 EAST; THENCE ALONG THE NORTH LINE OF SECTION 4, TOWNSHIP 24 SOUTH, RANGE 26 EAST NORTH 89°53’41” WEST, A DISTANCE OF 99.56 FEET TO SOUTHEAST CORNER OF SECTION 33, TOWNSHIP 23 SOUTH, RANGE 26 EAST; THENCE CONTINUE ALONG THE NORTH LINE OF SAID SECTION 4 NORTH 89°50’06” WEST, A DISTANCE OF 475.52 FEET TO THE NORTHEAST CORNER OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3788, PAGE 51; THENCE CONTINUE ALONG THE NORTH LINE OF SAID SECTION 4 NORTH 89°50'06 WEST, A DISTANCE 1822.45 FEET; THENCE SOUTH 20°22'16" EAST, A DISTANCE OF 196.56 FEET; THENCE SOUTH 62°43'57" EAST, A DISTANCE OF 37.01 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 14840.00 FEET, A CHORD BEARING OF SOUTH 23°45'46" EAST AND A CHORD DISTANCE OF 472.29 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 22°51'04" EAST SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°49'25", A DISTANCE OF 472.31 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 14867.00 FEET, A CHORD BEARING OF SOUTH 24°50'45" EAST AND A CHORD DISTANCE OF 76.73 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 24°41'52" EAST SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°17'45", A DISTANCE OF 76.73 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 14867.00 FEET, A CHORD BEARING OF SOUTH 26°29'09" EAST, AND A CHORD DISTANCE OF 774.35 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°59’05”, OF A DISTANCE OF 774.44 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 27°58'41" EAST, A DISTANCE OF 374.36 FEET; THENCE SOUTH 85°42'39" WEST, A DISTANCE OF 32.40 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 384.00 FEET, A CHORD BEARING OF SOUTH 62°13'18" EAST AND A CHORD DISTANCE OF 317.71 FEET; THENCE FROM A TANGENT BEARING OF SOUTH 37°47'05" EAST SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 48°52'25", A DISTANCE OF 327.55 FEET TO THE POINT OF TERMINUS.

LIMITED ACCESS RIGHTS ONLY ALONG A LINE WITHOUT AREA.

SEE SHEET 12 FOR SKETCH OF DESCRIPTION
SEE SHEET 17 FOR GENERAL NOTES AND LEGEND

SHEET NUMBERS	M. SHATTO	01/09/2025
PART 8 RENAMED TO PART 7	M. SHATTO	01/09/2025
REVISE PART 8	M. SHATTO	11/30/2023
REVISION	BY	DATE

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY

STATE ROAD NO. 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) LAKE COUNTY

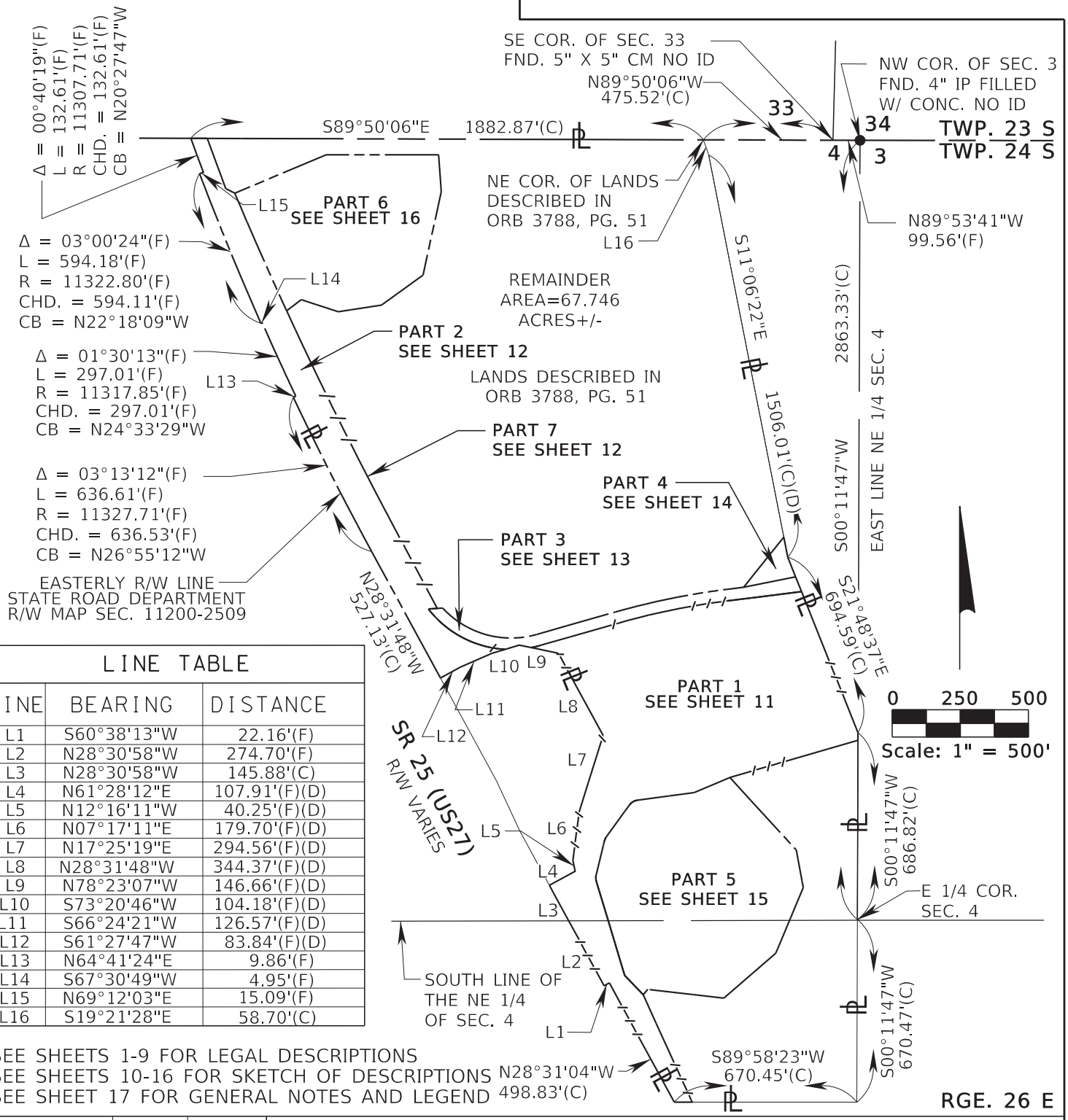
	BY	DATE
DRAWN	J. J PIERRE	03/21/2023
CHECKED	M. SHATTO	03/21/2023

WBQ DESIGN & ENGINEERING, INC. LB7963
201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300

DATA SOURCE:
SEE GENERAL NOTES, SHEET 17

SECTION N/A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1)
PROJECT NO. 516-236
PARCEL 51-122A



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S60°38'13"W	22.16'(F)
L2	N28°30'58"W	274.70'(F)
L3	N28°30'58"W	145.88'(C)
L4	N61°28'12"E	107.91'(F)(D)
L5	N12°16'11"W	40.25'(F)(D)
L6	N07°17'11"E	179.70'(F)(D)
L7	N17°25'19"E	294.56'(F)(D)
L8	N28°31'48"W	344.37'(F)(D)
L9	N78°23'07"W	146.66'(F)(D)
L10	S73°20'46"W	104.18'(F)(D)
L11	S66°24'21"W	126.57'(F)(D)
L12	S61°27'47"W	83.84'(F)(D)
L13	N64°41'24"E	9.86'(F)
L14	S67°30'49"W	4.95'(F)
L15	N69°12'03"E	15.09'(F)
L16	S19°21'28"E	58.70'(C)

SEE SHEETS 1-9 FOR LEGAL DESCRIPTIONS
SEE SHEETS 10-16 FOR SKETCH OF DESCRIPTIONS
SEE SHEET 17 FOR GENERAL NOTES AND LEGEND

REVISION	BY	DATE
SHEET NUMBERS	M. SHATTO	01/09/2023
PART 8 RENAMED TO PART 7	M. SHATTO	01/09/2023
PART 7 REMOVED	M. SHATTO	01/09/2023
(C) TO (F) CALLS	M. SHATTO	11/30/2023
REVISE BEARINGDISTANCE	D. WILLIAMS	08/27/2023

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY

STATE ROAD NO. 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) LAKE COUNTY

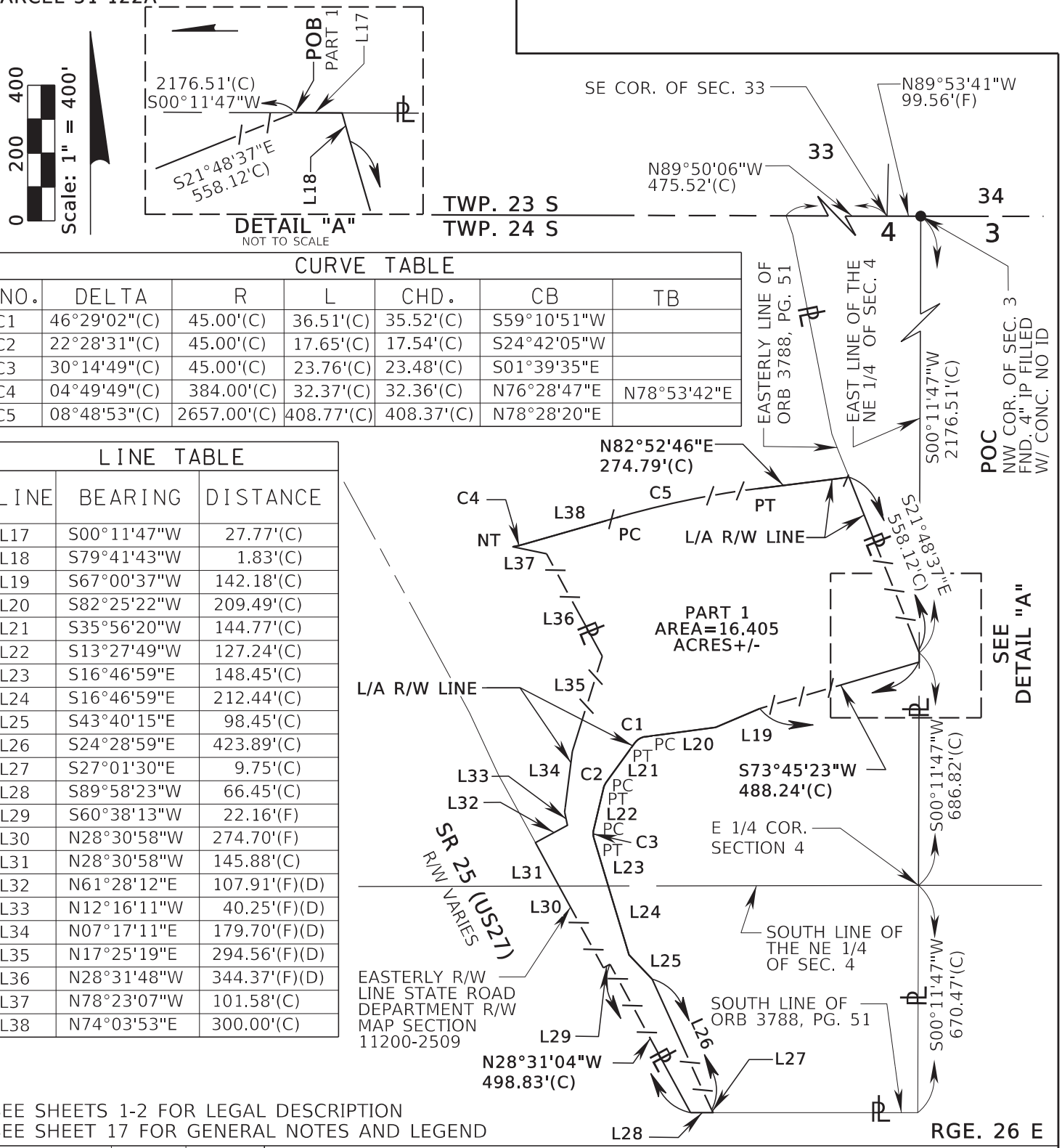
	BY	DATE
DRAWN	J. J PIERRE	03/21/2023
CHECKED	M. SHATTO	03/21/2023

WBQ DESIGN & ENGINEERING, INC. LB7963
201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300

DATA SOURCE: SEE GENERAL NOTES, SHEET 17

SECTION N/A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1)
PROJECT NO. 516-236
PARCEL 51-122A



CURVE TABLE						
NO.	DELTA	R	L	CHD.	CB	TB
C1	46°29'02"(C)	45.00'(C)	36.51'(C)	35.52'(C)	S59°10'51"W	
C2	22°28'31"(C)	45.00'(C)	17.65'(C)	17.54'(C)	S24°42'05"W	
C3	30°14'49"(C)	45.00'(C)	23.76'(C)	23.48'(C)	S01°39'35"E	
C4	04°49'49"(C)	384.00'(C)	32.37'(C)	32.36'(C)	N76°28'47"E	N78°53'42"E
C5	08°48'53"(C)	2657.00'(C)	408.77'(C)	408.37'(C)	N78°28'20"E	

LINE TABLE		
LINE	BEARING	DISTANCE
L17	S00°11'47"W	27.77'(C)
L18	S79°41'43"W	1.83'(C)
L19	S67°00'37"W	142.18'(C)
L20	S82°25'22"W	209.49'(C)
L21	S35°56'20"W	144.77'(C)
L22	S13°27'49"W	127.24'(C)
L23	S16°46'59"E	148.45'(C)
L24	S16°46'59"E	212.44'(C)
L25	S43°40'15"E	98.45'(C)
L26	S24°28'59"E	423.89'(C)
L27	S27°01'30"E	9.75'(C)
L28	S89°58'23"W	66.45'(C)
L29	S60°38'13"W	22.16'(F)
L30	N28°30'58"W	274.70'(F)
L31	N28°30'58"W	145.88'(C)
L32	N61°28'12"E	107.91'(F)(D)
L33	N12°16'11"W	40.25'(F)(D)
L34	N07°17'11"E	179.70'(F)(D)
L35	N17°25'19"E	294.56'(F)(D)
L36	N28°31'48"W	344.37'(F)(D)
L37	N78°23'07"W	101.58'(C)
L38	N74°03'53"E	300.00'(C)

SEE SHEETS 1-2 FOR LEGAL DESCRIPTION
SEE SHEET 17 FOR GENERAL NOTES AND LEGEND

REVISION	BY	DATE
SHEET NUMBERS	M. SHATTO	01/09/2025
(C) TO (F) CALLS	M. SHATTO	11/30/2023

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY

STATE ROAD NO. 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) LAKE COUNTY

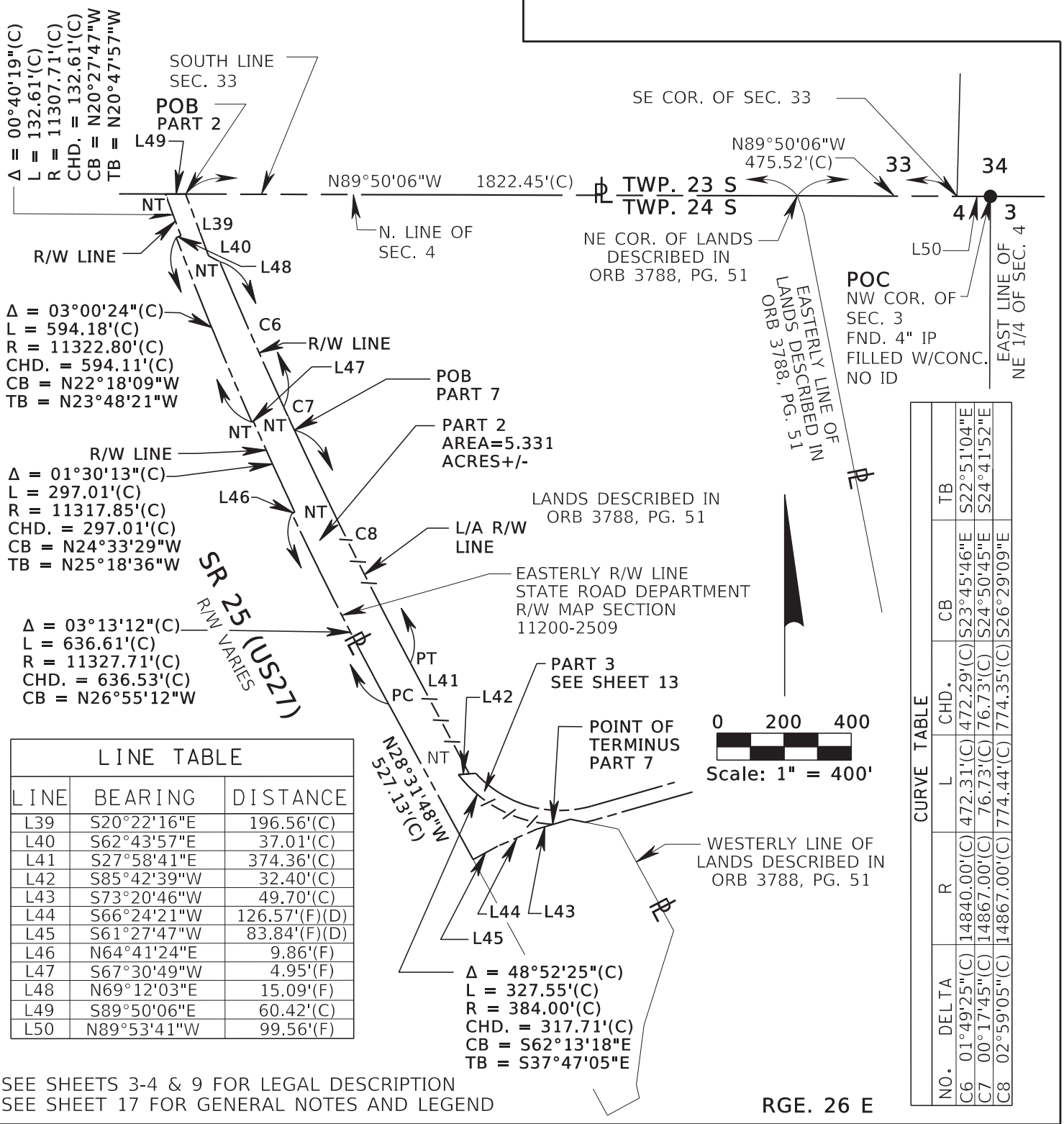
	BY	DATE
DRAWN	J. J PIERRE	03/21/2023
CHECKED	M. SHATTO	03/21/2023

WBQ DESIGN & ENGINEERING, INC. LB7963
201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300

DATA SOURCE: SEE GENERAL NOTES, SHEET 17

SECTION N/A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1)
PROJECT NO. 516-236
PARCEL 51-122A



LINE TABLE		
LINE	BEARING	DISTANCE
L39	S20°22'16"E	196.56'(C)
L40	S62°43'57"E	37.01'(C)
L41	S27°58'41"E	374.36'(C)
L42	S85°42'39"W	32.40'(C)
L43	S73°20'46"W	49.70'(C)
L44	S66°24'21"W	126.57'(F)(D)
L45	S61°27'47"W	83.84'(F)(D)
L46	N64°41'24"E	9.86'(F)
L47	S67°30'49"W	4.95'(F)
L48	N69°12'03"E	15.09'(F)
L49	S89°50'06"E	60.42'(C)
L50	N89°53'41"W	99.56'(F)

CURVE TABLE					
NO.	DELTA	R	L	CHD.	CB	TB
C6	01°49'25"(C)	14840.00'(C)	472.31'(C)	472.29'(C)	S23°45'46"E	S22°51'04"E
C7	00°17'45"(C)	14867.00'(C)	76.73'(C)	76.73'(C)	S24°50'45"E	S24°41'52"E
C8	02°59'05"(C)	14867.00'(C)	774.44'(C)	774.35'(C)	S26°29'09"E	

SEE SHEETS 3-4 & 9 FOR LEGAL DESCRIPTION
SEE SHEET 17 FOR GENERAL NOTES AND LEGEND

RGE. 26 E

REVISION	BY	DATE
SHEET NUMBERS	M. SHATTO	01/09/2025
PART 8 RENAMED TO PART 7	M. SHATTO	01/09/2025
(C) TO (F) CALLS	M. SHATTO	11/30/2023

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY

STATE ROAD NO. 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) LAKE COUNTY

	BY	DATE
DRAWN	J. J PIERRE	03/21/2023
CHECKED	M. SHATTO	03/21/2023

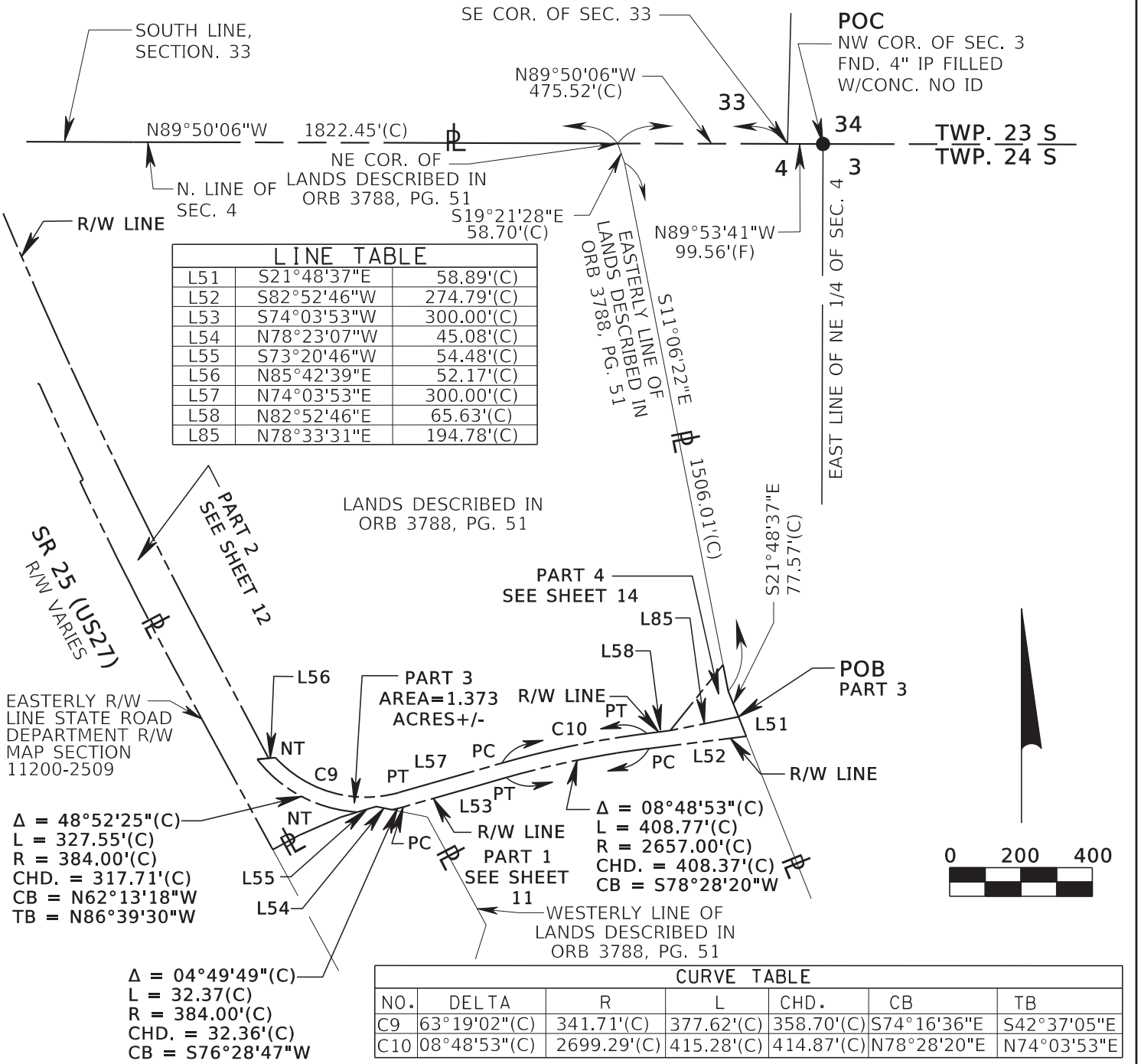
WBQ DESIGN & ENGINEERING, INC. LB7963
201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300

DATA SOURCE: SEE GENERAL NOTES, SHEET 17

SECTION N/A

SHEET 12 OF 17

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1)
PROJECT NO. 516-236
PARCEL 51-122A



LINE TABLE		
L51	S21°48'37"E	58.89'(C)
L52	S82°52'46"W	274.79'(C)
L53	S74°03'53"W	300.00'(C)
L54	N78°23'07"W	45.08'(C)
L55	S73°20'46"W	54.48'(C)
L56	N85°42'39"E	52.17'(C)
L57	N74°03'53"E	300.00'(C)
L58	N82°52'46"E	65.63'(C)
L85	N78°33'31"E	194.78'(C)

CURVE TABLE						
NO.	DELTA	R	L	CHD.	CB	TB
C9	63°19'02"(C)	341.71'(C)	377.62'(C)	358.70'(C)	S74°16'36"E	S42°37'05"E
C10	08°48'53"(C)	2699.29'(C)	415.28'(C)	414.87'(C)	N78°28'20"E	N74°03'53"E

SEE SHEET 5 FOR LEGAL DESCRIPTION
SEE SHEET 17 FOR GENERAL NOTES AND LEGEND

RGE. 26 E

SHEET NUMBERS	M. SHATTO	01/09/2025
(C) TO (F) CALLS	M. SHATTO	11/30/2023
REVISION	BY	DATE

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY

STATE ROAD NO. 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) LAKE COUNTY

	BY	DATE
DRAWN	J. J PIERRE	03/21/2023
CHECKED	M. SHATTO	03/21/2023

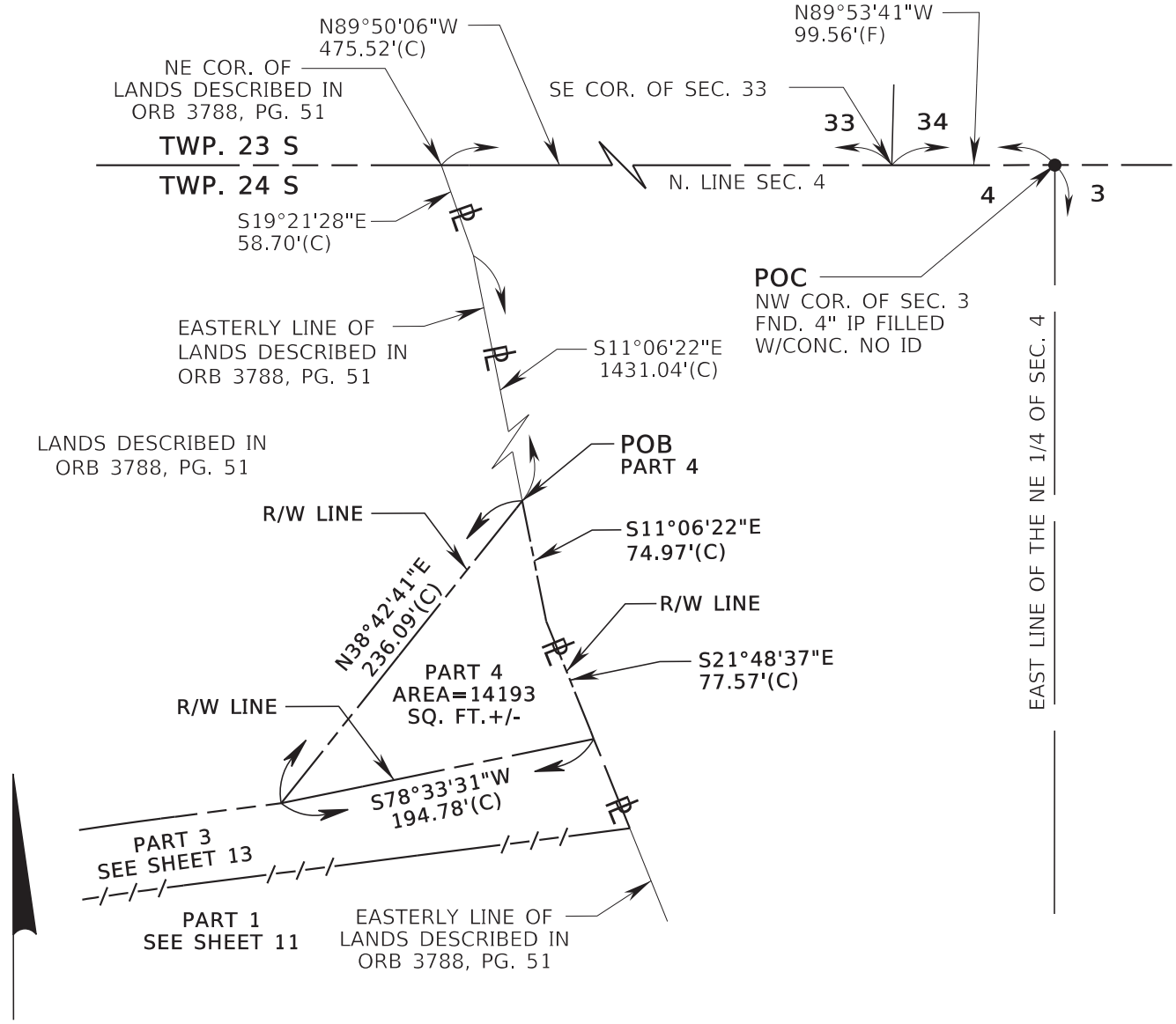
WBQ DESIGN & ENGINEERING, INC. LB7963
201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300

DATA SOURCE: SEE GENERAL NOTES, SHEET 17

SECTION N/A

SHEET 13 OF 17

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1)
PROJECT NO. 516-236
PARCEL 51-122A



SEE SHEET 6 FOR LEGAL DESCRIPTION
SEE SHEET 17 FOR GENERAL NOTES AND LEGEND

RGE. 26 E

SHEET NUMBERS	M. SHATTO	01/09/2025
(C) TO (F) CALLS	M. SHATTO	11/30/2023
REVISION	BY	DATE

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY

STATE ROAD NO. 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) LAKE COUNTY

	BY	DATE
DRAWN	J. J PIERRE	03/21/2023
CHECKED	M. SHATTO	03/21/2023

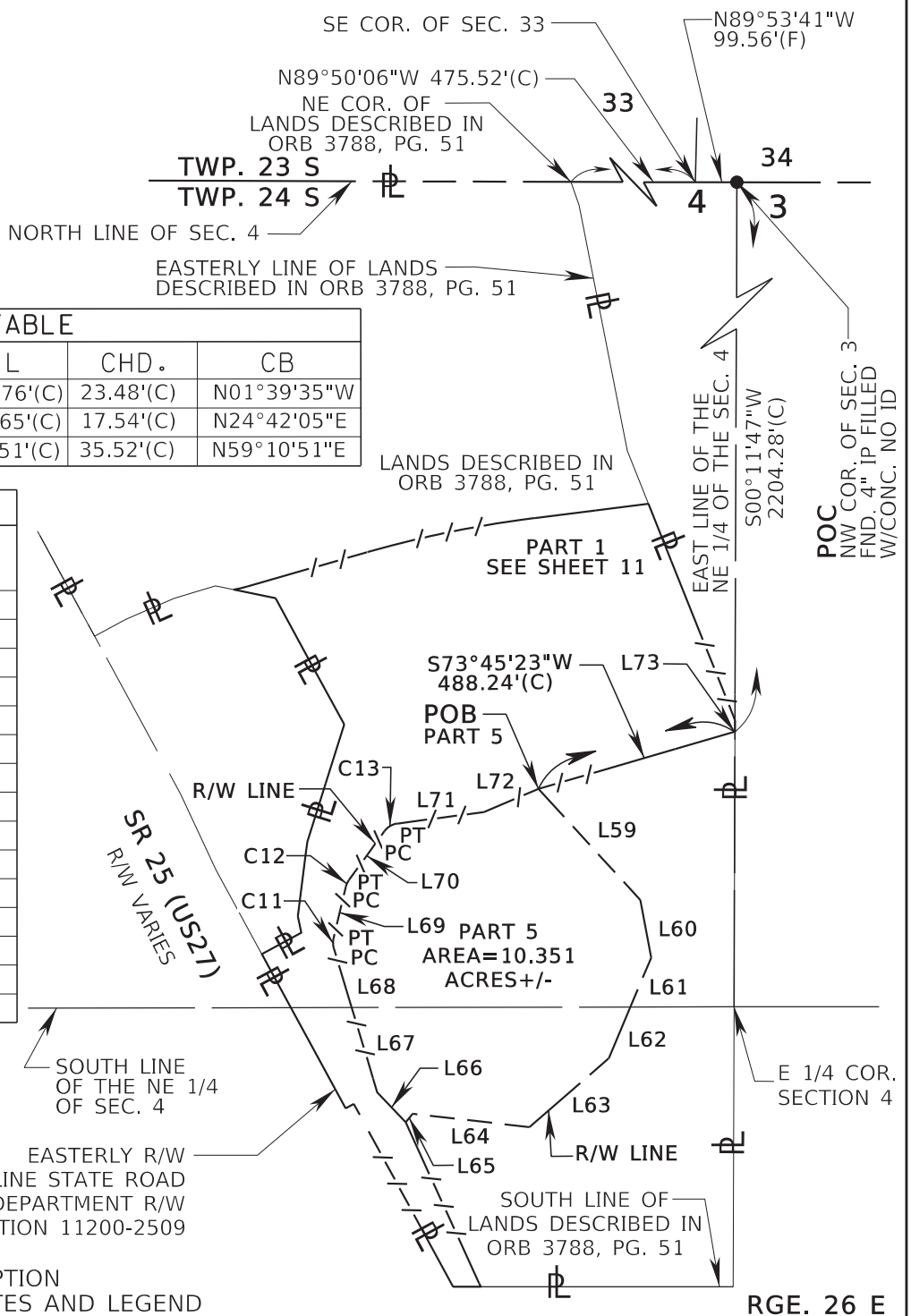
WBQ DESIGN & ENGINEERING, INC. LB7963
201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300

DATA SOURCE:
SEE GENERAL NOTES, SHEET 17

SECTION N/A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1)
PROJECT NO. 516-236
PARCEL 51-122A

0 200 400
Scale: 1" = 400'



CURVE TABLE					
NO.	DELTA	R	L	CHD.	CB
C11	30°14'49"(C)	45.00'(C)	23.76'(C)	23.48'(C)	N01°39'35"W
C12	22°28'31"(C)	45.00'(C)	17.65'(C)	17.54'(C)	N24°42'05"E
C13	46°29'02"(C)	45.00'(C)	36.51'(C)	35.52'(C)	N59°10'51"E

LINE TABLE		
LINE	BEARING	DISTANCE
L59	S42°29'20"E	360.92'(C)
L60	S10°39'32"E	140.75'(C)
L61	S22°48'30"W	128.16'(C)
L62	S22°48'30"W	133.56'(C)
L63	S49°08'13"W	251.52'(C)
L64	N83°27'15"W	281.25'(C)
L65	S39°46'47"W	26.31'(C)
L66	N43°40'15"W	98.45'(C)
L67	N16°46'59"W	212.44'(C)
L68	N16°46'59"W	148.45'(C)
L69	N13°27'49"E	127.24'(C)
L70	N35°56'20"E	144.77'(C)
L71	N82°25'22"E	209.49'(C)
L72	N67°00'37"E	142.18'(C)
L73	S79°41'43"W	1.83'(C)

SEE SHEET 7 FOR LEGAL DESCRIPTION
SEE SHEET 17 FOR GENERAL NOTES AND LEGEND

REVISION	BY	DATE
SHEET NUMBERS	M. SHATTO	01/09/2025
(C) TO (F) CALLS	M. SHATTO	11/30/2023

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY

STATE ROAD NO. 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) LAKE COUNTY

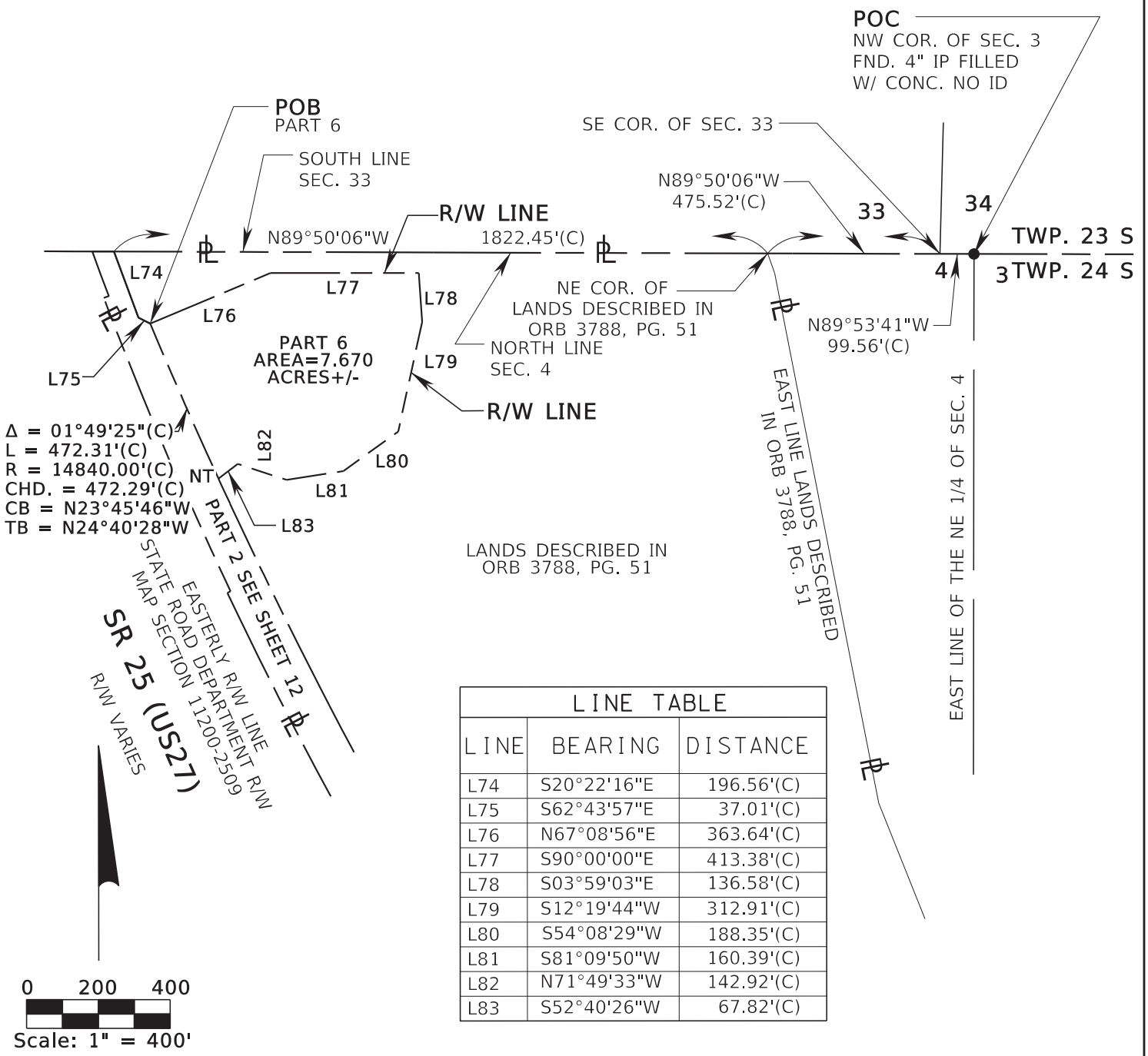
	BY	DATE
DRAWN	J. J PIERRE	03/21/2023
CHECKED	M. SHATTO	03/21/2023

WBQ DESIGN & ENGINEERING, INC. LB7963
201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300

DATA SOURCE:
SEE GENERAL NOTES, SHEET 17

SECTION N/A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1)
PROJECT NO. 516-236
PARCEL 51-122A



LINE TABLE		
LINE	BEARING	DISTANCE
L74	S20°22'16"E	196.56'(C)
L75	S62°43'57"E	37.01'(C)
L76	N67°08'56"E	363.64'(C)
L77	S90°00'00"E	413.38'(C)
L78	S03°59'03"E	136.58'(C)
L79	S12°19'44"W	312.91'(C)
L80	S54°08'29"W	188.35'(C)
L81	S81°09'50"W	160.39'(C)
L82	N71°49'33"W	142.92'(C)
L83	S52°40'26"W	67.82'(C)

SEE SHEET 8 FOR LEGAL DESCRIPTION
SEE SHEET 17 FOR GENERAL NOTES AND LEGEND

RGE. 26 E

REVISION	BY	DATE
SHEET NUMBERS	M. SHATTO	01/09/2025
ADD CURVE DATA	M. SHATTO	11/30/2023

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY

STATE ROAD NO. 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) LAKE COUNTY

	BY	DATE
DRAWN	J. J PIERRE	03/21/2023
CHECKED	M. SHATTO	03/21/2023

WBQ DESIGN & ENGINEERING, INC. LB7963
201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300

DATA SOURCE:
SEE GENERAL NOTES, SHEET 17

SECTION N/A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1)
PROJECT NO. 516-236
PARCEL 51-122A

GENERAL NOTES

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.

2. THE BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 24 SOUTH, RANGE 26 EAST, BEING SOUTH 00°11'47" WEST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.

3. PREPARED WITH THE BENEFIT OF ALTA COMMITMENT FOR TITLE INSURANCE PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY FILE NO. 2037-5589558 DATED 9/22/2022 AT 8:00 A.M., UPDATED 09/25/2023 AT 8:00 A.M., UPDATED 03/05/2024 AT 8:00 A.M.

LEGEND

CHD. = CHORD DISTANCE
CB = CHORD BEARING
℄ = CENTERLINE
(C) = CALCULATED DATA
CCR = CERTIFIED CORNER RECORD
CFX = CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CO. = COUNTY
COR. = CORNER
CM = CONCRETE MONUMENT
CR = COUNTY ROAD
CSX = CHESSIE SEABOARD CONSOLIDATED
D = DEGREE
(D) = DEED DATA
DB = DEED BOOK
DR. = DRIVE
ESMT. = EASEMENT
Δ = DELTA (CENTRAL ANGLE)
FND. = FOUND
(F) = FIELD DATA
FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
FPID = FINANCIAL PROJECT IDENTIFICATION
ID = IDENTIFICATION
IP = IRON PIPE
IR = IRON ROD OR REBAR
IRC = IRON ROD AND CAP
L = LENGTH OF CURVE
LB = LICENSED BUSINESS
L/A = LIMITED ACCESS
MON. = MONUMENTATION/MONUMENT
NO. = NUMBER
N/A = NOT APPLICABLE
NL = NAIL
N&D = NAIL & DISK
NT = NON-TANGENT
NTS = NOT TO SCALE
OR = OFFICIAL RECORD
ORB = OFFICIAL RECORD BOOK
PG. = PAGE
PLS = PROFESSIONAL LAND SURVEYOR
℗ = PROPERTY LINE
(P) = PLAT DATA
PB = PLAT BOOK
PC = POINT OF CURVATURE
PI = POINT OF INTERSECTION
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
PT = POINT OF TANGENCY
PROJ. = PROJECT
R = RADIUS
RR = RAILROAD
RGE. = RANGE
REF. = REFERENCE
R/W = RIGHT OF WAY
SEC. = SECTION
SELY = SOUTHEASTERLY
SR = STATE ROAD
SQ.FT. = SQUARE FEET
T = TANGENT
TB = TANGENT BEARING
TC = TANGENT TO CURVE
TWP. = TOWNSHIP
UE = UTILITY EASEMENT

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE STANDARDS OF PRACTICE AS REQUIRED BY CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Martin J Shatto Digitally signed by Martin J Shatto
Date: 2025.01.16 16:19:34 -05'00'

MARTIN J. SHATTO, PSM
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219
THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 01/10/2025.

SEE SHEETS 1-9 FOR LEGAL DESCRIPTIONS
SEE SHEETS 10-16 FOR SKETCH OF DESCRIPTIONS

MARTIN JOSEPH SHATTO
License Number
5219
STATE OF FLORIDA
Registered Land Surveyor

REVISION	BY	DATE
SHEET NUMBERS	M. SHATTO	01/09/2025
UPDATE TITLE DATE	M. SHATTO	03/11/2024
UPDATE TITLE DATE	M. SHATTO	11/30/2023

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY

STATE ROAD NO. 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) LAKE COUNTY

	BY	DATE
DRAWN	J. J PIERRE	03/21/2023
CHECKED	M. SHATTO	03/21/2023

WBQ DESIGN & ENGINEERING, INC. LB7963
201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300

DATA SOURCE: SEE NOTE 3 ABOVE

SECTION N/A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1)
PROJECT NO. 516-236
PARCEL 51-122B
PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, ALSO BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3788, PAGE 51, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 4-INCH BY 4-INCH CONCRETE MONUMENT WITH DISK STAMPED "LS4779" MARKING THE WEST QUARTER CORNER OF SECTION 3, TOWNSHIP 24 SOUTH, RANGE 26 EAST; THENCE ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 4 TOWNSHIP 24 SOUTH, RANGE 26 EAST, NORTH 00°11'47" EAST, A DISTANCE OF 659.05 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EAST LINE NORTH 00°11'47" EAST, A DISTANCE OF 27.77 FEET TO THE EASTERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3788, PAGE 51; THENCE ALONG SAID EASTERLY LINE SOUTH 21°48'37" EAST, A DISTANCE OF 27.86 FEET; THENCE SOUTH 79°41'43" WEST, A DISTANCE OF 10.62 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 516 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 145 SQUARE FEET, MORE OR LESS.

SEE SHEET 2 FOR SKETCH OF DESCRIPTION
SEE SHEET 3 FOR GENERAL NOTES AND LEGEND

REVISION	BY	DATE
SHEET NUMBERS	M. SHATTO	01/10/2025
PART 1 LABEL REMOVED	M. SHATTO	01/10/2025

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY

STATE ROAD NO. 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) LAKE COUNTY

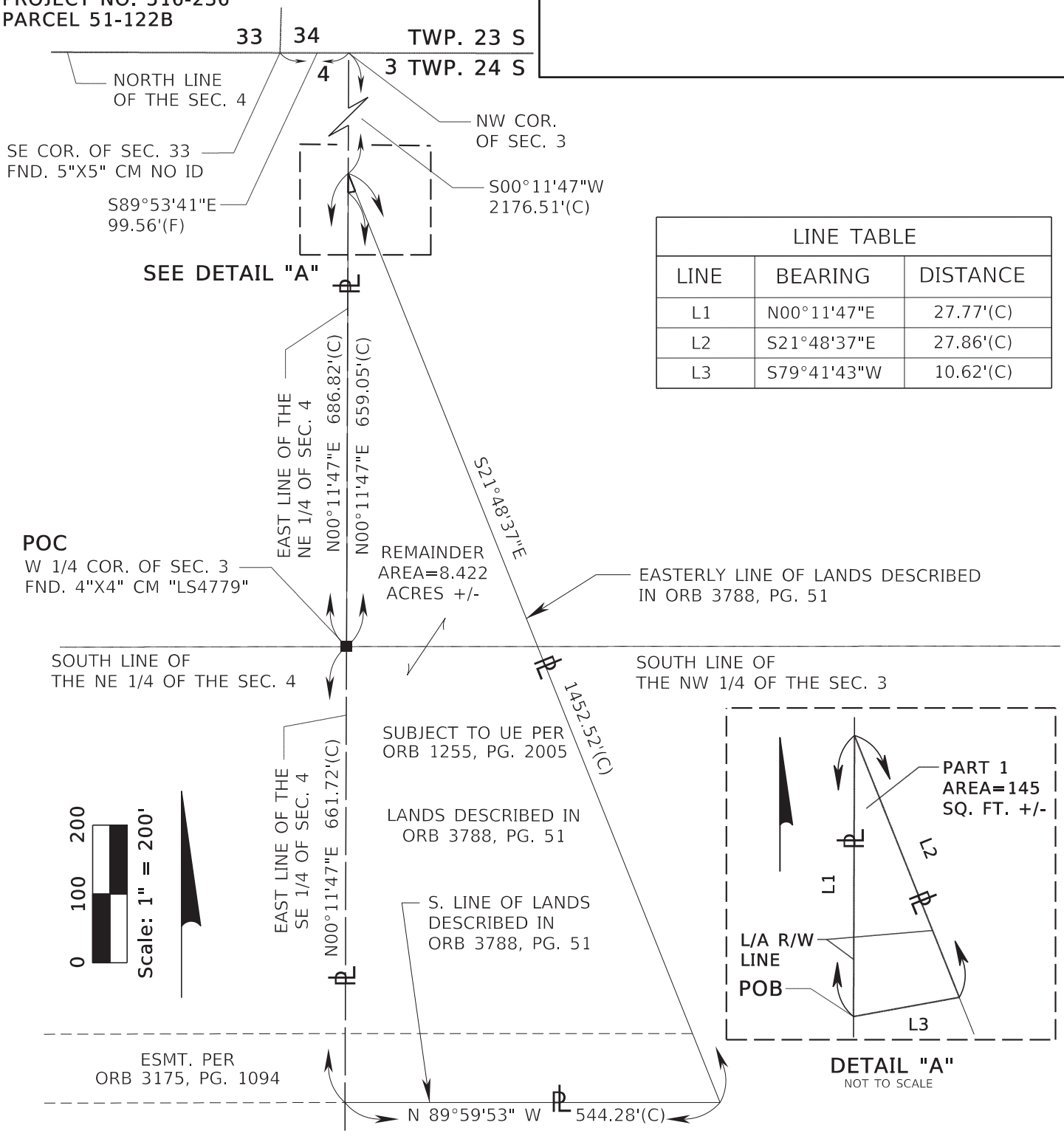
	BY	DATE
DRAWN	J. J PIERRE	03/09/2023
CHECKED	M. SHATTO	03/21/2023

WBQ DESIGN & ENGINEERING, INC. LB7963
201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300

DATA SOURCE:
SEE GENERAL NOTES, SHEET 3

SECTION N/A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1)
PROJECT NO. 516-236
PARCEL 51-122B



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N00°11'47"E	27.77'(C)
L2	S21°48'37"E	27.86'(C)
L3	S79°41'43"W	10.62'(C)

SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 3 FOR GENERAL NOTES AND LEGEND

RGE. 26 E

REVISION	BY	DATE
PART 1 LABELS REMOVED	M. SHATTO	01/10/2025
PART 2 REMOVED	M. SHATTO	01/10/2025
(C) TO (F) CALL	J. J PIERRE	11/30/2023

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY

STATE ROAD NO. 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) LAKE COUNTY

	BY	DATE
DRAWN	J. J PIERRE	03/09/2023
CHECKED	M. SHATTO	03/21/2023

WBQ DESIGN & ENGINEERING, INC. LB7963
201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300

DATA SOURCE: SEE GENERAL NOTES, SHEET 3

SECTION N/A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1)
PROJECT NO. 516-236
PARCEL 51-122B

GENERAL NOTES

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.

2. THE BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 4, TOWNSHIP 24 SOUTH, RANGE 26 EAST, BEING NORTH 00°11'47" EAST, BASED ON THE FLORIDA STATE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.

3. PREPARED WITH THE BENEFIT OF ALTA COMMITMENT FOR TITLE INSURANCE PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY FILE NO. 2037-5589592 DATED 09/22/2022 AT 8:00 A.M., UPDATED 09/25/2023 AT 8:00 A.M., UPDATED 03/05/2024 AT 8:00 A.M.

LEGEND

CHD. = CHORD DISTANCE
CB = CHORD BEARING
℄ = CENTERLINE
(C) = CALCULATED DATA
CCR = CERTIFIED CORNER RECORD
CFX = CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CO. = COUNTY
COR. = CORNER
CM = CONCRETE MONUMENT
CR = COUNTY ROAD
CSX = CHESSIE SEABOARD CONSOLIDATED
D = DEGREE
(D) = DEED DATA
DB = DEED BOOK
DR. = DRIVE
ESMT. = EASEMENT
Δ = DELTA (CENTRAL ANGLE)
FND. = FOUND
(F) = FIELD DATA
FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
FPID = FINANCIAL PROJECT IDENTIFICATION
ID = IDENTIFICATION
IP = IRON PIPE
IR = IRON ROD OR REBAR
IRC = IRON ROD AND CAP
L = LENGTH OF CURVE
LB = LICENSED BUSINESS
L/A = LIMITED ACCESS
MON. = MONUMENTATION/MONUMENT
NO. = NUMBER
N/A = NOT APPLICABLE
NL = NAIL
N&D = NAIL & DISK
NT = NON-TANGENT
NTS = NOT TO SCALE
OR = OFFICIAL RECORD
ORB = OFFICIAL RECORD BOOK
PG. = PAGE
PLS = PROFESSIONAL LAND SURVEYOR
℄ = PROPERTY LINE
(P) = PLAT DATA
PB = PLAT BOOK
PC = POINT OF CURVATURE
PI = POINT OF INTERSECTION
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
PT = POINT OF TANGENCY
PROJ. = PROJECT
R = RADIUS
RR = RAILROAD
RGE. = RANGE
REF. = REFERENCE
R/W = RIGHT OF WAY
SEC. = SECTION
SELY = SOUTHEASTERLY
SR = STATE ROAD
SQ.FT. = SQUARE FEET
T = TANGENT
TB = TANGENT BEARING
TC = TANGENT TO CURVE
TWP. = TOWNSHIP
UE = UTILITY EASEMENT

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE STANDARDS OF PRACTICE AS REQUIRED BY CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Martin J Shatto
Digitally signed by Martin J Shatto
Date: 2025.01.16 16:20:38 -05'00'

MARTIN J. SHATTO, PSM
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219
THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 01/10/2025.

SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 2 FOR SKETCH OF DESCRIPTION

MARTIN JOSEPH SHATTO
License Number 5219
STATE OF FLORIDA
Registered Land Surveyor

REVISION	BY	DATE
SHEET NUMBERS	M. SHATTO	01/10/2025
UPDATE TITLE DATE	M. SHATTO	03/11/2024
UPDATE TITLE DATE	J. J PIERRE	11/30/2023

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY

STATE ROAD NO. 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) LAKE COUNTY

	BY	DATE
DRAWN	J. J PIERRE	03/09/2023
CHECKED	M. SHATTO	03/21/2023

WBQ DESIGN & ENGINEERING, INC. LB7963
201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300

DATA SOURCE: SEE NOTE 3 ABOVE

SECTION N/A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1)
PROJECT NO. 516-236
PARCEL 51-127A
PURPOSE: RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, ALSO BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3788, PAGE 55 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 3-INCH IRON PIPE WITH NO IDENTIFICATION MARKING THE NORTHWEST CORNER OF SECTION 33, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 33 SOUTH 89°35'05" EAST, A DISTANCE OF 1371.84 FEET TO THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 25, A VARIED WIDTH RIGHT OF WAY AS SHOWN ON STATE ROAD DEPARTMENT RIGHT OF WAY MAP SECTION 11200-2509; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING NINETEEN COURSES: THENCE SOUTH 16°23'32" EAST, A DISTANCE OF 381.89 FEET; THENCE SOUTH 73°37'13" WEST, A DISTANCE OF 35.00 FEET; THENCE SOUTH 16°22'47" EAST, A DISTANCE OF 250.00 FEET; THENCE NORTH 73°47'32" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 16°22'47" EAST, A DISTANCE OF 499.83 FEET; THENCE SOUTH 73°30'21" WEST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 16°22'47" EAST, A DISTANCE OF 450.15 FEET; THENCE NORTH 73°39'31" EAST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 16°22'47" EAST, A DISTANCE OF 650.33 FEET; THENCE SOUTH 74°13'53" WEST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 16°22'47" EAST, A DISTANCE OF 650.19 FEET; THENCE NORTH 74°32'13" EAST, A DISTANCE OF 5.00 FEET; THENCE SOUTH 16°22'47" EAST, A DISTANCE OF 400.02 FEET; THENCE SOUTH 73°02'51" WEST, A DISTANCE OF 17.00 FEET; THENCE SOUTH 16°22'47" EAST, A DISTANCE OF 700.06 FEET; THENCE NORTH 73°51'23" EAST, A DISTANCE OF 17.00 FEET; THENCE SOUTH 16°22'47" EAST, A DISTANCE OF 600.00 FEET; THENCE SOUTH 73°51'23" WEST, A DISTANCE 17.00 FEET; THENCE SOUTH 16°22'47" EAST, A DISTANCE 101.61 TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33 AND THE POINT OF BEGINNING; THENCE ALONG THE SAID EAST LINE NORTH 01°01'00" EAST, A DISTANCE OF 207.37 FEET; THENCE SOUTH 16°22'47" EAST, A DISTANCE OF 146.23 FEET; THENCE SOUTH 73°37'13" WEST, A DISTANCE OF 5.52 FEET; THENCE SOUTH 20°22'16" EAST, A DISTANCE OF 827.69 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 33; THENCE ALONG SAID SOUTH LINE NORTH 89°50'06" WEST, A DISTANCE OF 60.42 FEET TO A POINT ON THE AFOREMENTIONED EASTERLY RIGHT OF WAY LINE OF STATE ROAD 25, SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 11307.71 FEET, A CHORD BEARING OF NORTH 19°42'35" WEST AND A CHORD DISTANCE OF 164.79 FEET; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING EIGHT COURSES: THENCE FROM A TANGENT BEARING OF NORTH 20°07'38" WEST, NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°50'06", A DISTANCE OF 164.79 FEET; THENCE SOUTH 70°42'28" WEST, A DISTANCE OF 10.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 11317.71 FEET, A CHORD BEARING OF NORTH 19°02'29" WEST AND A CHORD DISTANCE OF 99.04 FEET;

CONTINUED ON SHEET 2

SEE SHEETS 3-6 FOR SKETCH OF DESCRIPTION
SEE SHEET 7 FOR GENERAL NOTES AND LEGEND

REVISION	BY	DATE

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY

STATE ROAD NO. 516 (LAKE-ORANGE EXPRESSWAY - SEGMENT 1) LAKE COUNTY

	BY	DATE
DRAWN	R. REBELLO	03/09/2023
CHECKED	M. SHATTO	03/22/2023

WBQ DESIGN & ENGINEERING, INC. LB7963
201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300

DATA SOURCE: SEE GENERAL NOTES, SHEET 7

SECTION N/A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1)
PROJECT NO. 516-236
PARCEL 51-127A
PURPOSE: RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

CONTINUED FROM SHEET 1

THENCE FROM A TANGENT BEARING OF NORTH 19°17'32" WEST, NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°30'05", A DISTANCE OF 99.04 FEET; THENCE SOUTH 71°12'33" WEST, A DISTANCE OF 10.12 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 11327.83 FEET, A CHORD BEARING OF NORTH 18°24'54" WEST AND A CHORD DISTANCE OF 148.61 FEET; THENCE FROM A TANGENT BEARING OF NORTH 18°47'27" WEST, NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°45'06", A DISTANCE OF 148.61 FEET; THENCE SOUTH 72°09'14" WEST, A DISTANCE OF 11.88 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 11339.71 FEET, A CHORD BEARING OF NORTH 17°12'33" WEST AND A CHORD DISTANCE OF 328.39 FEET; THENCE FROM A TANGENT BEARING OF NORTH 18°02'20" WEST, NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°39'33", A DISTANCE OF 328.40 FEET TO THE POINT OF TANGENCY; THENCE NORTH 16°22'47" WEST, A DISTANCE OF 17.75 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.303 ACRES, MORE OR LESS.

SEE SHEETS 3-6 FOR SKETCH OF DESCRIPTION
SEE SHEET 7 FOR GENERAL NOTES AND LEGEND

REVISION	BY	DATE

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY

STATE ROAD NO. 516 (LAKE-ORANGE EXPRESSWAY - SEGMENT 1) LAKE COUNTY

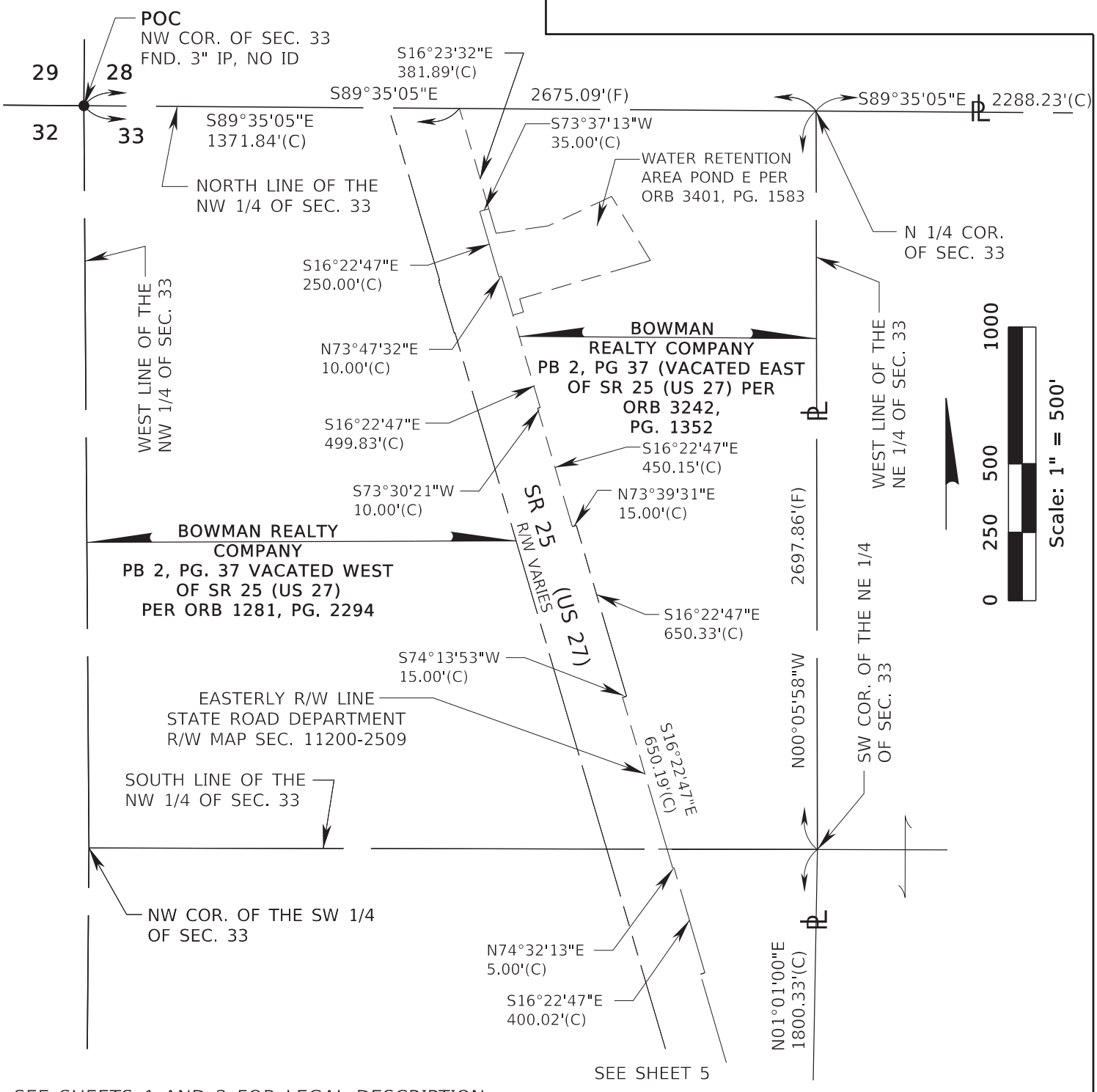
	BY	DATE
DRAWN	R. REBELLO	03/09/2023
CHECKED	M. SHATTO	03/21/2023

WBQ DESIGN & ENGINEERING, INC. LB7963
201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300

DATA SOURCE:
SEE GENERAL NOTES, SHEET 7

SECTION N/A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1)
PROJECT NO. 516-236
PARCEL 51-127A



SEE SHEETS 1 AND 2 FOR LEGAL DESCRIPTION
SEE SHEET 7 FOR GENERAL NOTES AND LEGEND

TWP. 23 S, RGE. 26 E

REMOVE PLAT LINE	JJP	11/30/2023
REVISION	BY	DATE

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY

STATE ROAD NO. 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) LAKE COUNTY

	BY	DATE
DRAWN	R. REBELLO	03/09/2023
CHECKED	M. SHATTO	03/21/2023

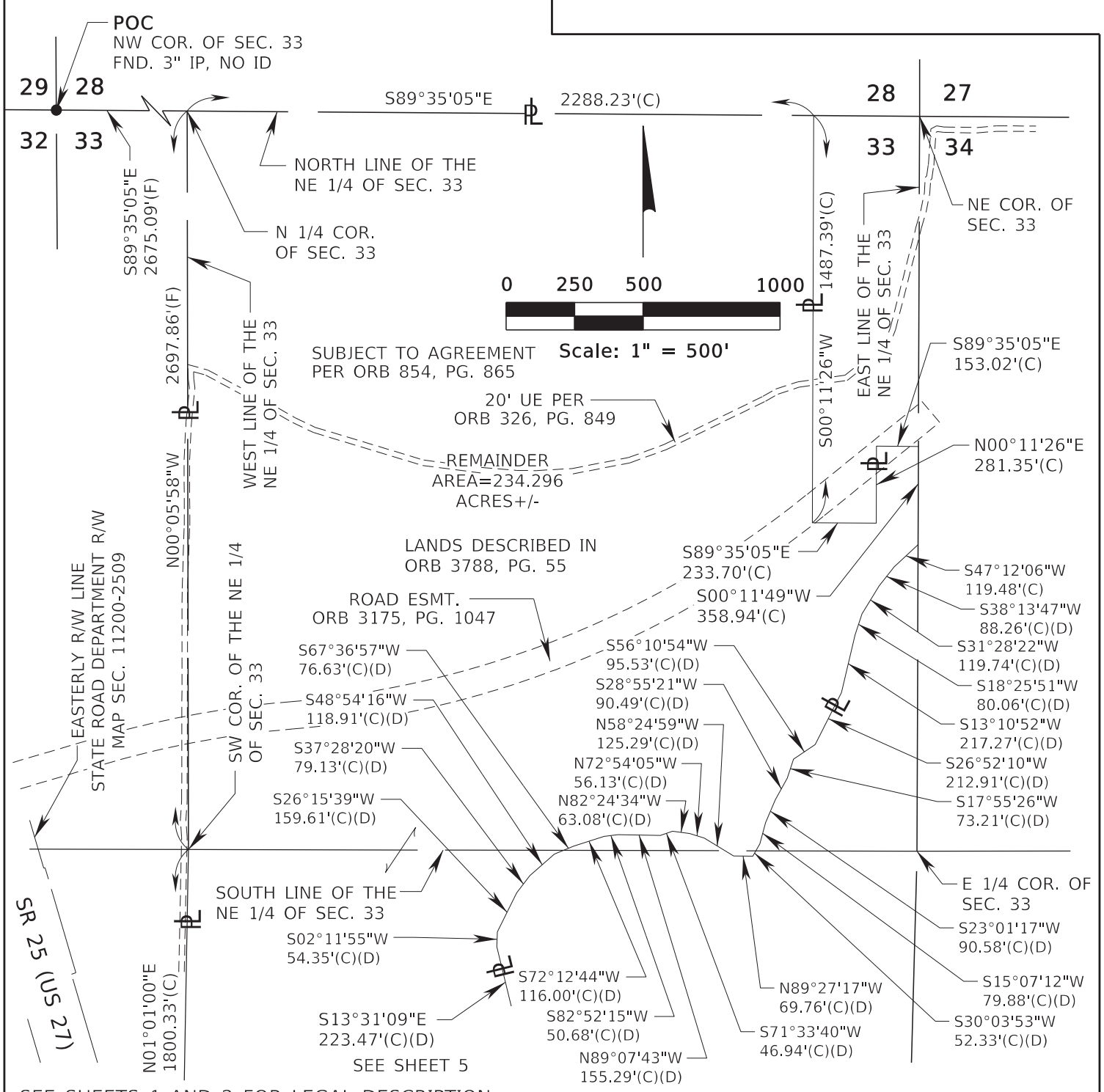
WBQ DESIGN & ENGINEERING, INC. LB7963
201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300

DATA SOURCE:
SEE GENERAL NOTES, SHEET 7

SECTION N/A

SHEET 3 OF 7

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1)
PROJECT NO. 516-236
PARCEL 51-127A



SEE SHEETS 1 AND 2 FOR LEGAL DESCRIPTION
SEE SHEET 7 FOR GENERAL NOTES AND LEGEND

TWP. 23 S, RGE. 26 E

ORB 326, PG. 849	MJS	02/06/2024
REVISION	BY	DATE

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY

STATE ROAD NO. 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) LAKE COUNTY

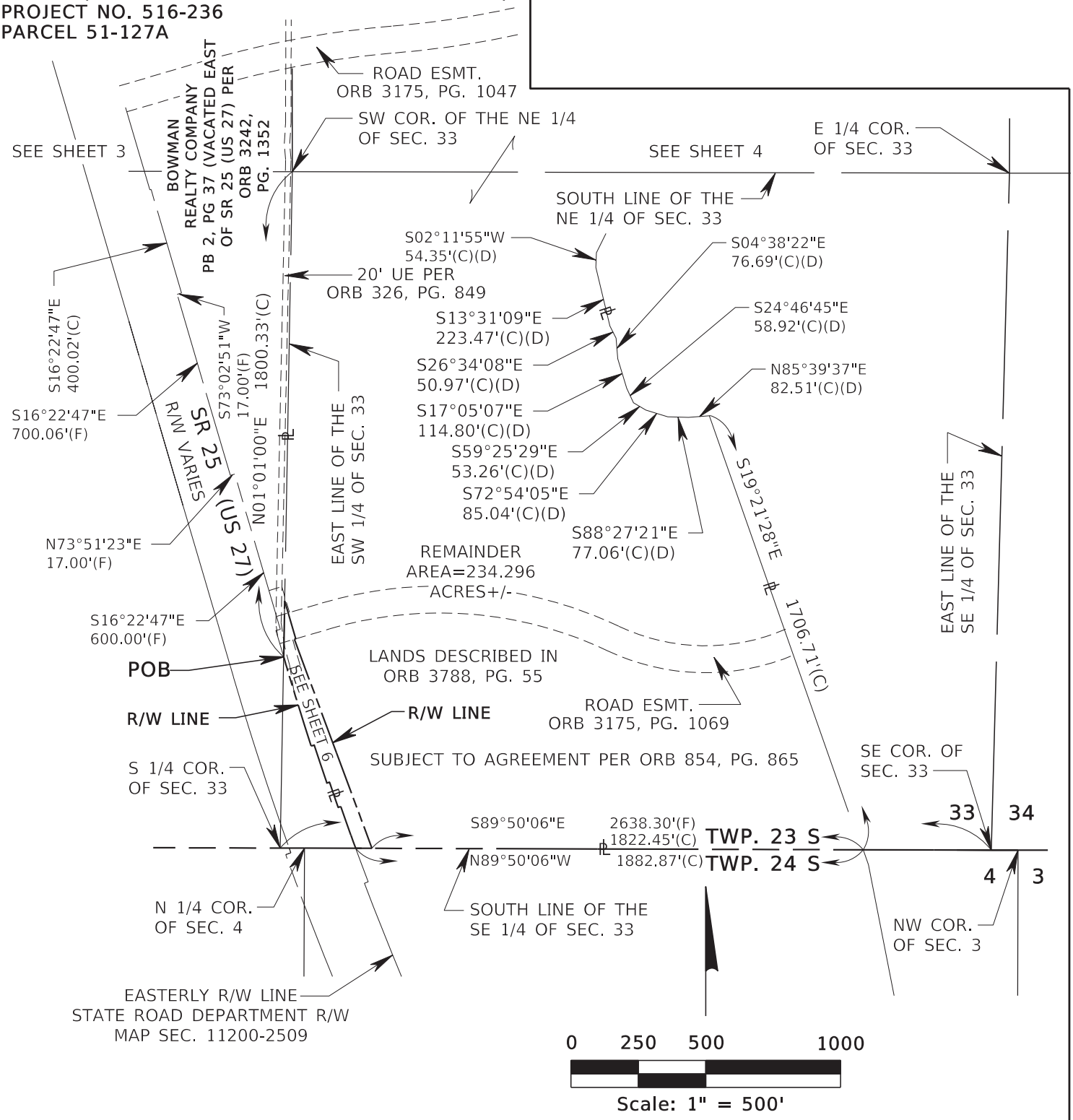
	BY	DATE
DRAWN	R. REBELLO	03/08/2023
CHECKED	M. SHATTO	03/21/2023

WBQ DESIGN & ENGINEERING, INC. LB7963
201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300

DATA SOURCE:
SEE GENERAL NOTES, SHEET 7

SECTION N/A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1)
PROJECT NO. 516-236
PARCEL 51-127A



SEE SHEETS 1 AND 2 FOR LEGAL DESCRIPTION
SEE SHEET 7 FOR GENERAL NOTES AND LEGEND

RGE. 26 E

ORB 326, PG. 849	MJS	02/06/2024
(C) TO (F) CALLS	JJP	11/30/2023
REVISION	BY	DATE

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY

STATE ROAD NO. 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) LAKE COUNTY

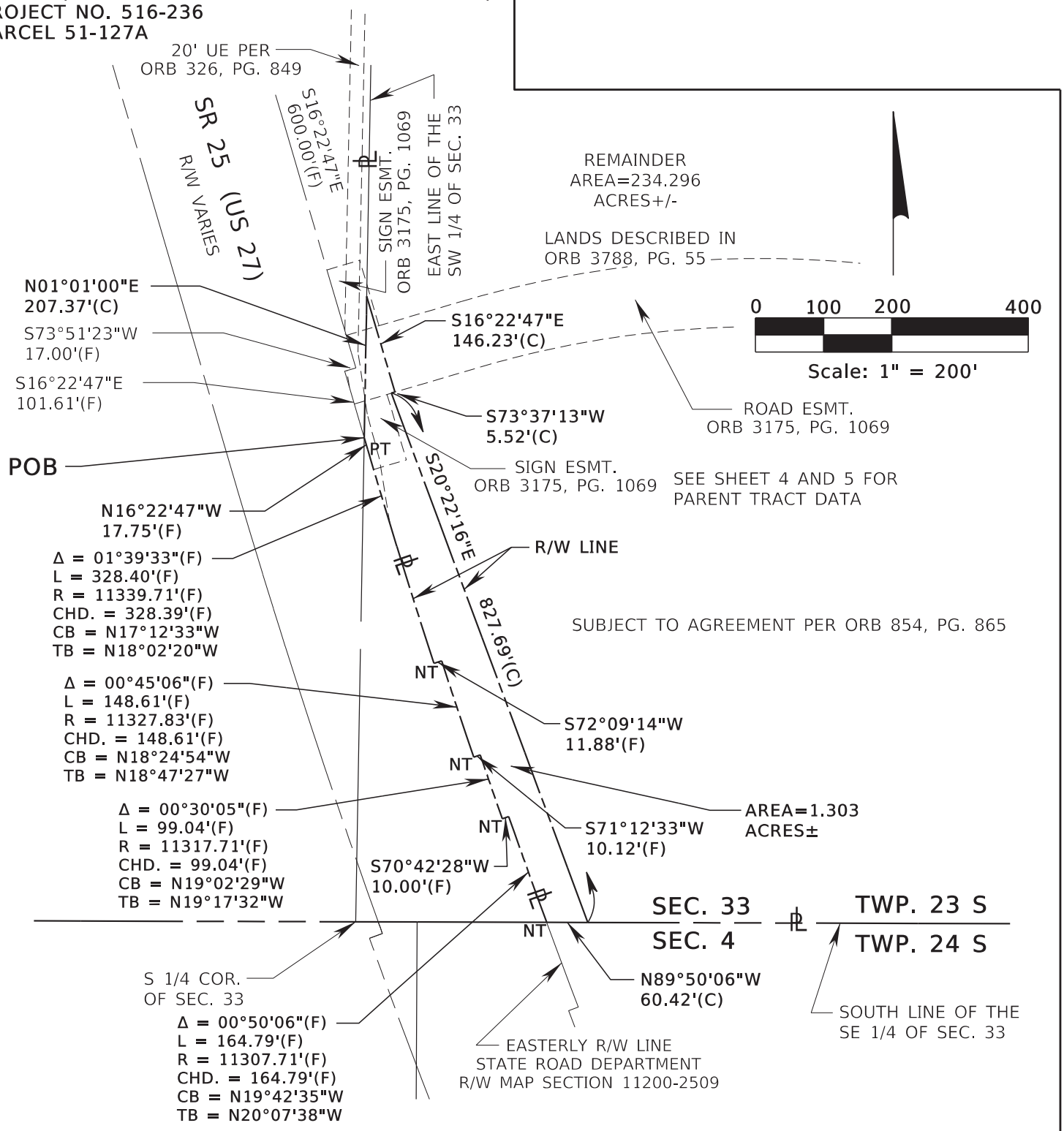
	BY	DATE
DRAWN	R. REBELLO	03/09/2023
CHECKED	M. SHATTO	03/21/2023

WBQ DESIGN & ENGINEERING, INC. LB7963
201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300

DATA SOURCE:
SEE GENERAL NOTES, SHEET 7

SECTION N/A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1)
PROJECT NO. 516-236
PARCEL 51-127A



SEE SHEETS 1 AND 2 FOR LEGAL DESCRIPTION
SEE SHEET 7 FOR GENERAL NOTES AND LEGEND

RGE. 26 E

ORB 326, PG. 849	MJS	02/06/2024
(C) TO (F) CALLS	JJP	11/30/2023
REVISION	BY	DATE

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY

STATE ROAD NO. 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) LAKE COUNTY

	BY	DATE
DRAWN	R. REBELLO	03/09/2023
CHECKED	M. SHATTO	03/21/2023

WBQ DESIGN & ENGINEERING, INC. LB7963
201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300

DATA SOURCE: SEE GENERAL NOTES, SHEET 7

SECTION N/A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1)
PROJECT NO. 516-236
PARCEL 51-127A

GENERAL NOTES

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.

2. THE BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 23 SOUTH, RANGE 26 EAST, BEING NORTH 00°05'58" WEST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.

3. PREPARED WITH THE BENEFIT OF ALTA COMMITMENT FOR TITLE INSURANCE PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY FILE NO. 2037-5589768 DATED 09/15/2022 AT 8:00 A.M., UPDATED 09/28/2023 AT 8:00 A.M., UPDATED 3/06/2024 AT 8:00 A.M.

LEGEND

CHD. = CHORD DISTANCE
CB = CHORD BEARING
℄ = CENTERLINE
(C) = CALCULATED DATA
CCR = CERTIFIED CORNER RECORD
CFX = CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CO. = COUNTY
COR. = CORNER
CM = CONCRETE MONUMENT
CR = COUNTY ROAD
CSX = CHESSIE SEABOARD CONSOLIDATED
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(D) = DEED DATA
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ESMT = EASEMENT
Δ = DELTA (CENTRAL ANGLE)
FND. = FOUND
(F) = FIELD
FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
FPID = FINANCIAL PROJECT IDENTIFICATION
ID = IDENTIFICATION
IP = IRON PIPE
IR = IRON ROD OR REBAR
IRC = IRON ROD AND CAP
L = LENGTH OF CURVE
LB = LICENSED BUSINESS
L/A = LIMITED ACCESS
MON. = MONUMENTATION/MONUMENT
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NTS = NOT TO SCALE
OR = OFFICIAL RECORD
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PG. = PAGE
PLS = PROFESSIONAL LAND SURVEYOR
℗ = PROPERTY LINE
(P) = PLAT DATA
PB = PLAT BOOK
PC = POINT OF CURVATURE
PI = POINT OF INTERSECTION
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
PT = POINT OF TANGENCY
PROJ. = PROJECT
R = RADIUS
RR = RAILROAD
RGE. = RANGE
REF. = REFERENCE
R/W = RIGHT OF WAY
SEC. = SECTION
SELY = SOUTHEASTERLY
SR = STATE ROAD
SQ.FT. = SQUARE FEET
T = TANGENT
TB = TANGENT BEARING
TC = TANGENT TO CURVE
TWP. = TOWNSHIP
UE = UTILITY EASEMENT

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE STANDARDS OF PRACTICE AS REQUIRED BY CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Martin J Shatto Digitally signed by Martin J Shatto Date: 2024.03.13 16:48:33 -04'00'

DATE: 3/13/2024

MARTIN J. SHATTO, PSM
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219
NOT VALID WITHOUT DIGITAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

MARTIN JOSEPH SHATTO License Number 5219 STATE OF FLORIDA Registered Land Surveyor

SEE SHEETS 1-2 FOR LEGAL DESCRIPTION
SEE SHEETS 3-6 FOR SKETCH OF DESCRIPTION

UPDATE TITLE DATE	MJS	3/12/2024
UPDATE TITLE DATE	JJP	11/30/2023
REVISION	BY	DATE

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY

STATE ROAD NO. 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) LAKE COUNTY

	BY	DATE
DRAWN	R. REBELLO	03/09/2023
CHECKED	M. SHATTO	03/21/2023

WBQ DESIGN & ENGINEERING, INC. LB7963
201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300

DATA SOURCE: SEE NOTE 3 ABOVE

SECTION N/A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1)
PROJECT NO. 516-236
PARCEL 51-127B
PURPOSE: RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, ALSO BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3788, PAGE 55 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 3-INCH IRON PIPE WITH NO IDENTIFICATION MARKING THE NORTHWEST CORNER OF SECTION 33, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 33 SOUTH 89°35'05" EAST, A DISTANCE OF 1371.84 FEET TO THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 25, A VARIED WIDTH RIGHT OF WAY AS SHOWN ON STATE ROAD DEPARTMENT RIGHT OF WAY MAP SECTION 11200-2509; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING SEVENTEEN COURSES: THENCE SOUTH 16°23'32" EAST, A DISTANCE OF 381.89 FEET; THENCE SOUTH 73°37'13" WEST, A DISTANCE OF 35.00 FEET; THENCE SOUTH 16°22'47" EAST, A DISTANCE OF 250.00 FEET; THENCE NORTH 73°47'32" EAST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 16°22'47" EAST, A DISTANCE OF 499.83 FEET; THENCE SOUTH 73°30'21" WEST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 16°22'47" EAST, A DISTANCE OF 450.15 FEET; THENCE NORTH 73°39'31" EAST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 16°22'47" EAST, A DISTANCE OF 650.33 FEET; THENCE SOUTH 74°13'53" WEST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 16°22'47" EAST, A DISTANCE OF 650.19 FEET; THENCE NORTH 74°32'13" EAST, A DISTANCE OF 5.00 FEET; THENCE SOUTH 16°22'47" EAST, A DISTANCE OF 400.02 FEET; THENCE SOUTH 73°02'51" WEST, A DISTANCE OF 17.00 FEET; THENCE SOUTH 16°22'47" EAST, A DISTANCE OF 700.06 FEET; THENCE NORTH 73°51'23" EAST, A DISTANCE OF 17.00 FEET; THENCE SOUTH 16°22'47" EAST, A DISTANCE OF 30.10 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 26°09'47" EAST, A DISTANCE OF 264.83 FEET; THENCE SOUTH 16°22'47" EAST, A DISTANCE OF 212.58 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 33; THENCE ALONG SAID EAST LINE SOUTH 01°01'00" WEST, A DISTANCE OF 207.37 FEET TO A POINT ON THE AFOREMENTIONED EASTERLY RIGHT OF WAY LINE OF STATE ROAD 25; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING THREE COURSES: THENCE NORTH 16°22'47" WEST, A DISTANCE OF 101.61 FEET; THENCE NORTH 73°51'23" EAST, A DISTANCE OF 17.00 FEET; THENCE NORTH 16°22'47" WEST, A DISTANCE OF 569.90 FEET TO THE POINT OF BEGINNING.

CONTAINING 19935 SQUARE FEET, MORE OR LESS.

SEE SHEETS 2-4 FOR SKETCH OF DESCRIPTION
SEE SHEET 5 FOR GENERAL NOTES AND LEGEND

REVISION	BY	DATE

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY

STATE ROAD NO. 516 (LAKE-ORANGE EXPRESSWAY - SEGMENT 1) LAKE COUNTY

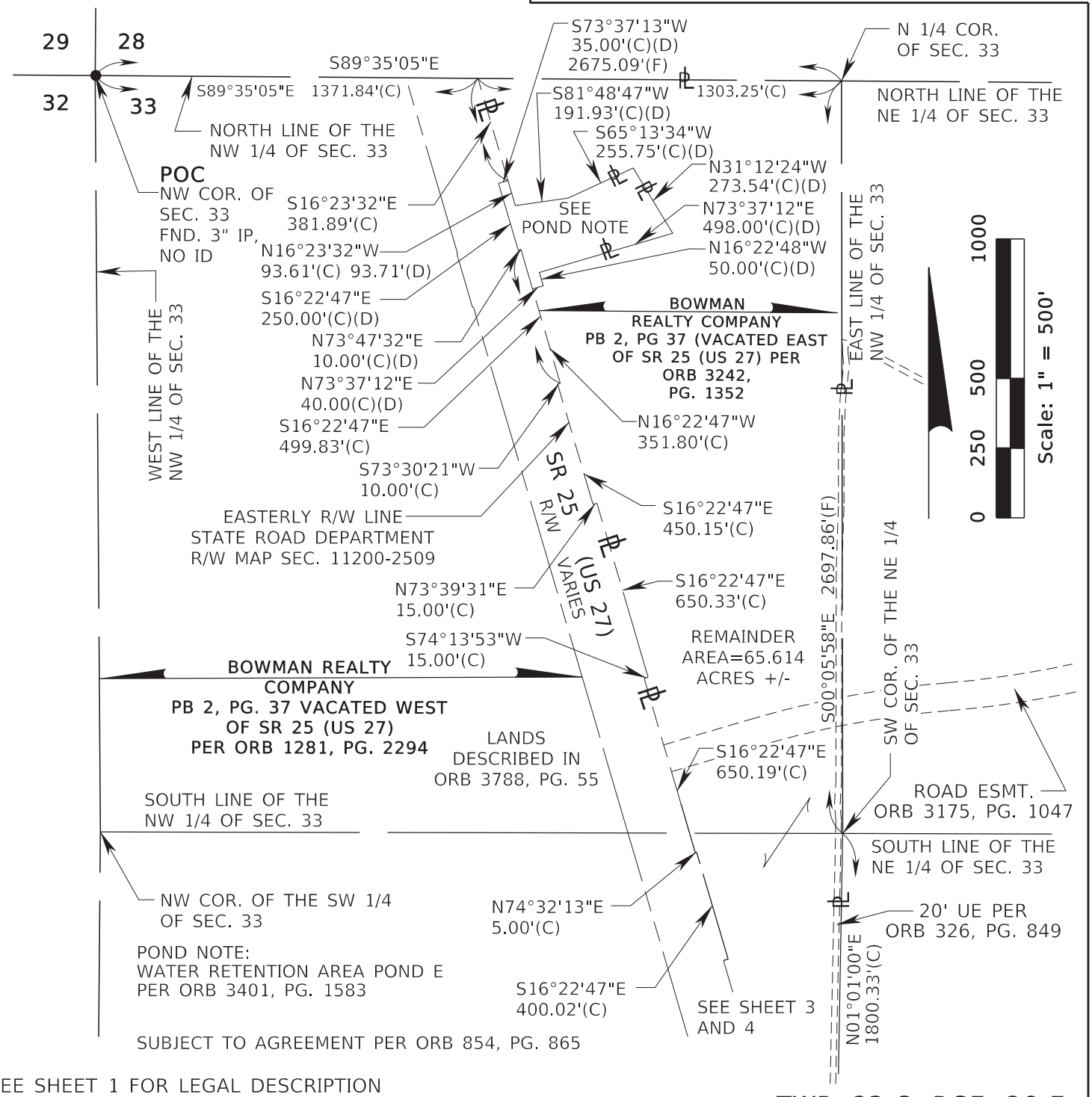
	BY	DATE
DRAWN	R. REBELLO	03/09/2023
CHECKED	M. SHATTO	03/22/2023

WBQ DESIGN & ENGINEERING, INC. LB7963
201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300

DATA SOURCE:
SEE GENERAL NOTES, SHEET 5

SECTION N/A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1)
PROJECT NO. 516-236
PARCEL 51-127B



SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 5 FOR GENERAL NOTES AND LEGEND

TWP. 23 S, RGE. 26 E

ORB 326, PG. 849	MJS	02/06/2024
REMOVE PLAT LINE	R. REBELLO	11/30/23
REVISION	BY	DATE

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY

STATE ROAD NO. 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) LAKE COUNTY

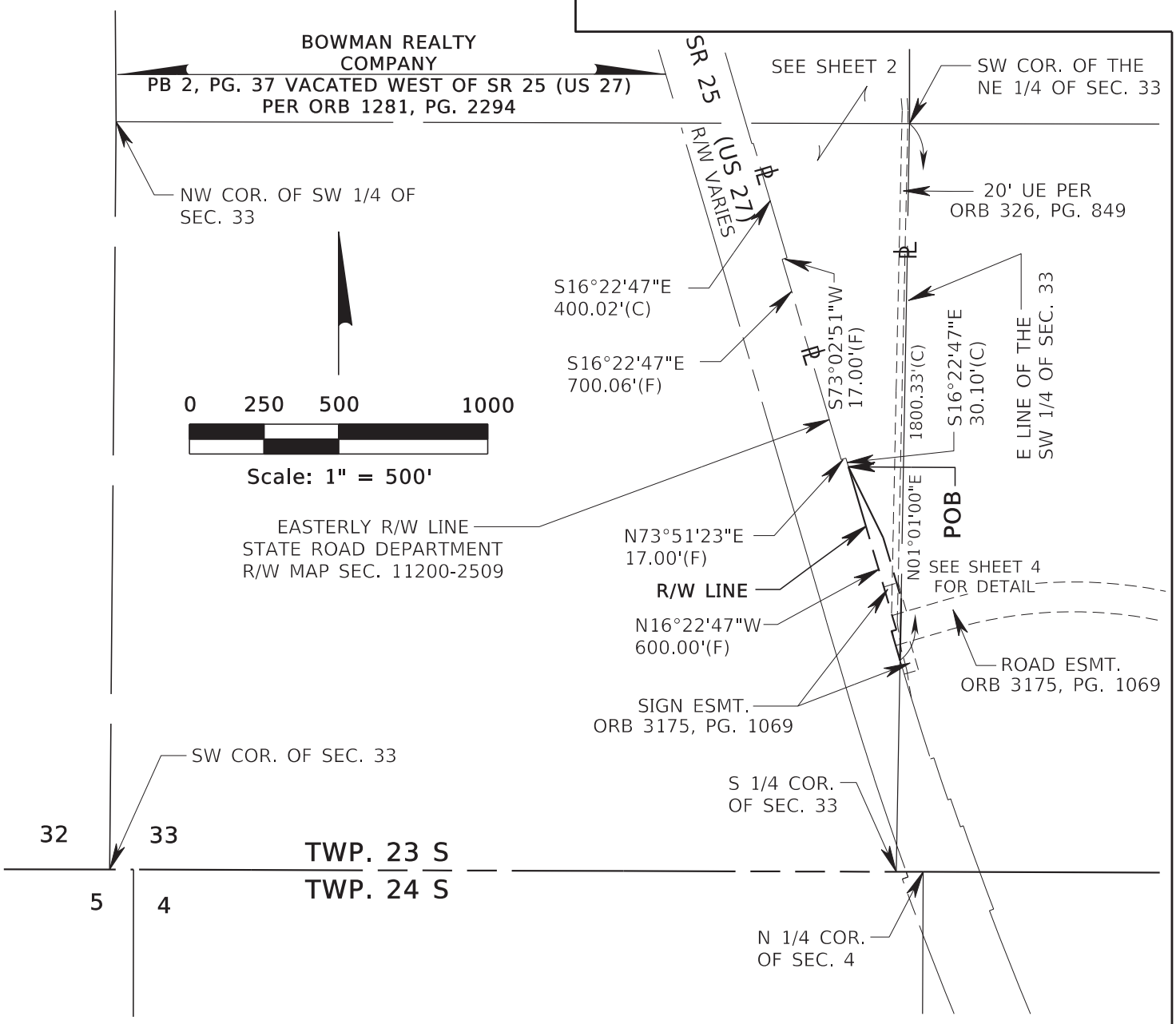
	BY	DATE
DRAWN	R. REBELLO	03/09/2023
CHECKED	M. SHATTO	03/22/2023

WBQ DESIGN & ENGINEERING, INC. LB7963
201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300

DATA SOURCE: SEE GENERAL NOTES, SHEET 5

SECTION N/A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1)
PROJECT NO. 516-236
PARCEL 51-127B



SUBJECT TO AGREEMENT PER ORB 854, PG. 865

SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 5 FOR GENERAL NOTES AND LEGEND

RGE. 26 E

ORB 326, PG. 849	MJS	02/06/2024
(C) to (F) CALLS	R. REBELLO	11/30/23
REVISION	BY	DATE

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY

STATE ROAD NO. 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) LAKE COUNTY

	BY	DATE
DRAWN	R. REBELLO	03/09/2023
CHECKED	M. SHATTO	03/22/2023

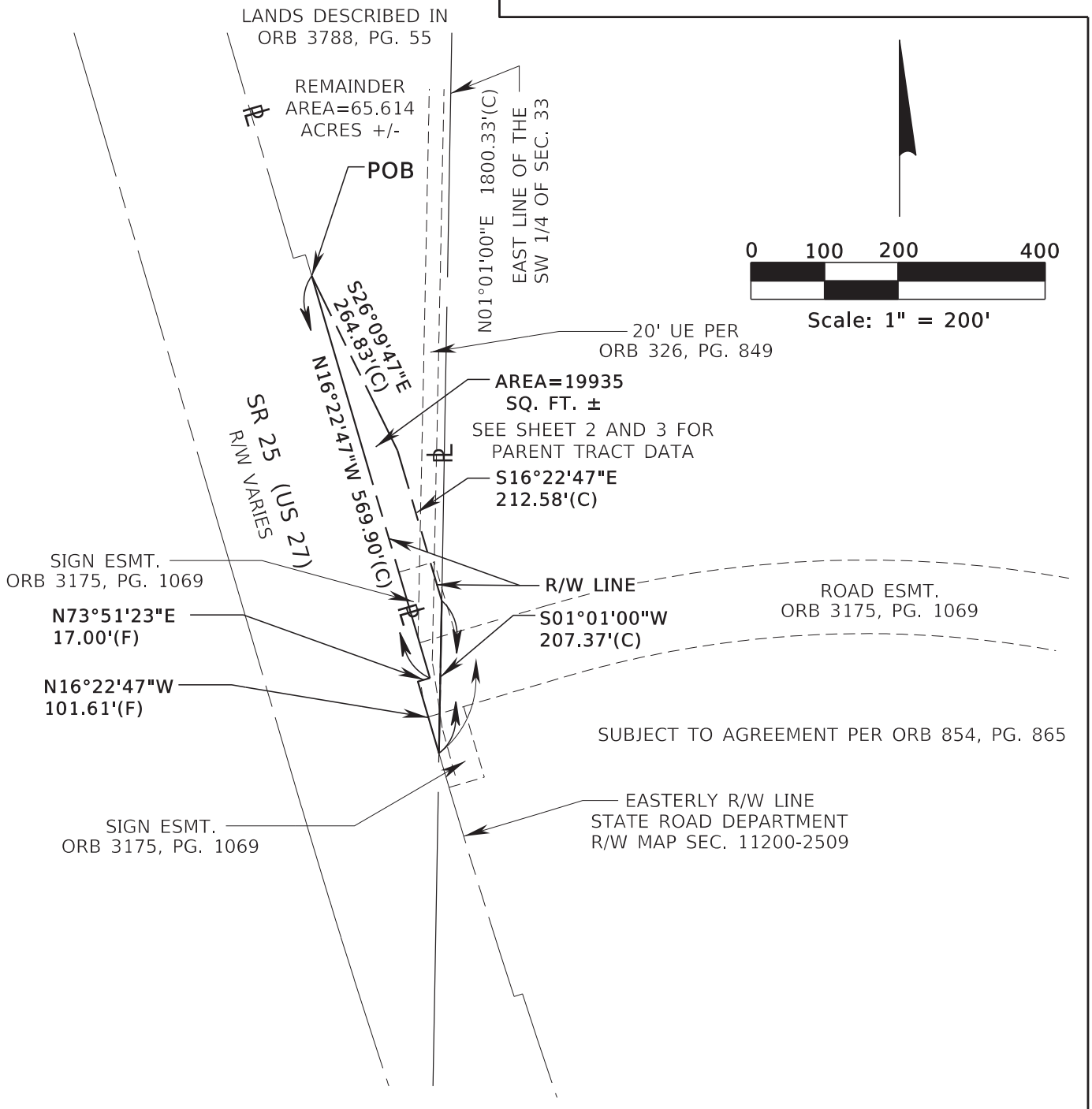
WBQ DESIGN & ENGINEERING, INC. LB7963
201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300

DATA SOURCE: SEE GENERAL NOTES, SHEET 5

SECTION N/A

SHEET 3 OF 5

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1)
PROJECT NO. 516-236
PARCEL 51-127B



SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 5 FOR GENERAL NOTES AND LEGEND

TWP. 23 S, RGE. 26 E

ORB 326, PG. 849	MJS	02/06/2024
(C) to (F) CALLS	R. REBELLO	11/30/23
REVISION	BY	DATE

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY

STATE ROAD NO. 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1) LAKE COUNTY

	BY	DATE
DRAWN	R. REBELLO	03/09/2023
CHECKED	M. SHATTO	03/22/2023

WBQ DESIGN & ENGINEERING, INC. LB7963
201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300

DATA SOURCE:
SEE GENERAL NOTES, SHEET 5

SECTION N/A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 516 (LAKE-ORANGE EXPRESSWAY SEGMENT 1)
PROJECT NO. 516-236
PARCEL 51-127B

GENERAL NOTES

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.

2. THE BEARINGS SHOWN HEREON ARE BASED ON THE THE NORTH LINE OF THE NORTHWEST QUARTER SECTION 33, TOWNSHIP 23 SOUTH, RANGE 26 EAST, BEING SOUTH 89°35'05" EAST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.

3. PREPARED WITH THE BENEFIT OF ALTA COMMITMENT FOR TITLE INSURANCE PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY FILE NO. 2037-5589809 DATED 09/16/2022 AT 8:00 A.M. , UPDATED 09/28/2023 AT 8:00 A.M., UPDATED 3/06/2024 AT 8:00 A.M.

LEGEND

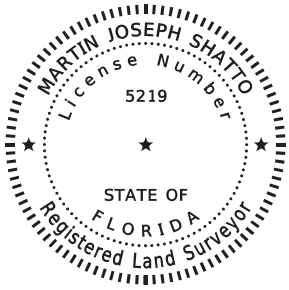
CHD. = CHORD DISTANCE
CB = CHORD BEARING
℄ = CENTERLINE
(C) = CALCULATED DATA
CCR = CERTIFIED CORNER RECORD
CFX = CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CO. = COUNTY
COR. = CORNER
CM = CONCRETE MONUMENT
CR = COUNTY ROAD
CSX = CHESSIE SEABOARD CONSOLIDATED
D = DEGREE
(D) = DEED DATA
DB = DEED BOOK
DR. = DRIVE
ESMT. = EASEMENT
Δ = DELTA (CENTRAL ANGLE)
FND. = FOUND
(F) = FIELD DATA
FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
FPID = FINANCIAL PROJECT IDENTIFICATION
ID = IDENTIFICATION
IP = IRON PIPE
IR = IRON ROD OR REBAR
IRC = IRON ROD AND CAP
L = LENGTH OF CURVE
LB = LICENSED BUSINESS
L/A = LIMITED ACCESS
MON. = MONUMENTATION/MONUMENT
NO. = NUMBER
N/A = NOT APPLICABLE
NL = NAIL
N&D = NAIL & DISK
NT = NON-TANGENT
NTS = NOT TO SCALE
OR = OFFICIAL RECORD
ORB = OFFICIAL RECORD BOOK
PG. = PAGE
PLS = PROFESSIONAL LAND SURVEYOR
P℄ = PROPERTY LINE
(P) = PLAT DATA
PB = PLAT BOOK
PC = POINT OF CURVATURE
PI = POINT OF INTERSECTION
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
PT = POINT OF TANGENCY
PROJ. = PROJECT
R = RADIUS
RR = RAILROAD
RGE. = RANGE
REF. = REFERENCE
R/W = RIGHT OF WAY
SEC. = SECTION
SELY = SOUTHEASTERLY
SR = STATE ROAD
SQ.FT. = SQUARE FEET
T = TANGENT
TB = TANGENT BEARING
TC = TANGENT TO CURVE
TWP. = TOWNSHIP
UE = UTILITY EASEMENT

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE STANDARDS OF PRACTICE AS REQUIRED BY CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

Martin J Shatto Digitally signed by Martin J Shatto Date: 2024.03.12 11:19:10 -04'00'

DATE: 3/12/2024

MARTIN J. SHATTO, PSM
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219
NOT VALID WITHOUT DIGITAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.



SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEETS 2-4 FOR SKETCH OF DESCRIPTIONS

REVISION	BY	DATE
UPDATED TITLE DATE	MJS	3/12/2024
UPDATED TITLE DATE	R. REBELLO	11/30/23

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY

STATE ROAD NO. 516 (LAKE-ORANGE EXPRESSWAY - SEGMENT 1) LAKE COUNTY

	BY	DATE
DRAWN	R. REBELLO	03/09/2023
CHECKED	M. SHATTO	03/22/2023

WBQ DESIGN & ENGINEERING, INC. LB7963
201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300

DATA SOURCE: SEE NOTE 3 ABOVE

SECTION N/A

CONSENT AGENDA ITEM
#23

MEMORANDUM

TO: CFX Board Members

FROM: Cristina T. Berrios
Deputy General Counsel

DATE: June 2, 2025

SUBJECT: Approval of the Resolution of the Central Florida Expressway Authority ("CFX") Declaring Property as Necessary for Acquisition for Expressway System Project: SR 516 Lake/Orange Expressway, Segment 516-237, Parcels 51-131E-I and 51-132C

Board approval of the Resolution of CFX Declaring Property as Necessary for Acquisition for Expressway System Project: SR 516 Lake/Orange Expressway, Segment 516-237, Parcels 51-131E-I and 51-132C, is requested.

The Resolution was recommended for Board approval by the Right of Way Committee on May 28, 2025.

Segment 516-237: *Parcels 51-131 E, F, G, Limited Access Lines H & I and Parcel 51-132 C*

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

DAVID A. SHONTZ
PARTNER
Shutts & Bowen LLP
300 SOUTH ORANGE AVENUE
SUITE 1600
ORLANDO, FL 32801
DIRECT (407) 835-6722
EMAIL DShontz@shutts.com

MEMORANDUM

TO: Central Florida Expressway Authority Board Members

FROM: David A. Shontz, Esq.
Right-of-Way Counsel
Shutts & Bowen LLP

DATE: May 22, 2025

SUBJECT: Resolution of Central Florida Expressway Authority ("CFX") Declaring Property as Necessary for Acquisition for Expressway System Project: State Road 516, Lake-Orange Expressway, Segment 516-237

Shutts & Bowen LLP, as Right-of-Way counsel, submits the attached Resolution and requests the Board approve the adoption of this Resolution for the acquisition of Parcels 51-131E, 51-131F, 51-131G, 51-131H, 51-131I and 51-132C for the construction of the State Road 516, Lake-Orange Expressway, Segment 516-237.

DESCRIPTION AND BACKGROUND:

The Resolution is being sought in accordance with applicable Florida law governing eminent domain and acquisition of property interests by public bodies having eminent domain authority. The Resolution is also being sought as a step in the process of acquisition of real property interest consistent with the CFX Property Acquisition and Disposition Manual.

Acquisition of the following parcels is necessary for the construction of the State Road 516, Lake-Orange Expressway, Segment 516-237:

1. Parcel 51-131E is a fee simple acquisition of 4.380 acres, more or less, from property located in Lake County, Florida;

2. Parcel 51-131F is a fee simple acquisition of 1,786 square feet, more or less, from property located in Lake County, Florida;

3. Parcel 51-131G is a fee simple acquisition of .595 acres, more or less, from property located in Lake County, Florida;

4. Parcel 51-131H is releasing a portion of the limited access rights along the existing northerly limited access right-of-way line of State Road 516, from property located in Lake County, Florida;

5. Parcel 51-131I is releasing a portion of the limited access rights along the existing northerly limited access right-of-way line of State Road 516, from property located in Lake County, Florida;

6. Parcel 51-132C is a fee simple acquisition of 1.285 acres, more or less, from property located in Lake County, Florida.

REQUESTED ACTION:

Right-of-Way counsel respectfully requests the Board adopt the attached Resolution to allow acquisition of Parcels 51-131E, 51-131F, 51-131G, 51-131H, 51-131I and 51-132C for the construction of State Road 516, Lake-Orange Expressway, Segment 516-237.

ATTACHMENTS:

Resolution for Parcels 51-131E, 51-131F, 51-131G, 51-131H, 51-131I, 51-132C

Resolution No. 2025 - _____
Project No. 516-237
Parcel Nos. 51-131E, 51-131F, 51-131G, 51-131H, 51-131I, 51-132C

A RESOLUTION OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY DECLARING PROPERTY AS NECESSARY FOR THE EXPRESSWAY SYSTEM

WHEREAS, the Central Florida Expressway Authority ("CFX"), is empowered by Chapter 348, Part III, Florida Statutes, to acquire, hold, construct, improve, maintain, and operate the Central Florida Expressway System (the "Expressway System"), and is further authorized to construct any extensions, additions or improvements to the Expressway System or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access, with such changes, modifications, or revisions of the project as shall be deemed desirable and proper; and

WHEREAS, the Expressway System is defined under Section 348.752(5), Florida Statutes, as any and all expressways and appurtenant facilities thereto, but not limited to, all approaches, roads, bridges, and avenues of access for the expressway or expressways. Furthermore, Section 348.759(1), Florida Statutes, empowers CFX to acquire private or public property and property rights as CFX may deem necessary for any purpose, including, but not limited to, areas necessary for management of access and water retention areas. Section 348.754(1)(b), Florida Statutes, also empowers CFX to construct any extensions, additions or improvements to the Expressway System or appurtenant facilities, including all necessary approaches, roads, bridges, and avenues of access, with such changes, modifications or revisions of the project as shall be deemed desirable and proper; and

WHEREAS, in furtherance of such authorization, CFX has been granted the right to acquire private and public property and property rights, including rights of access, air, view, and light, by gift, devise, purchase, or condemnation by eminent domain proceedings; and

WHEREAS, CFX has determined that it is necessary and in the public interest to make certain additions, extensions and improvements to the Expressway System, including the State Road 516 Lake-Orange Expressway Project 516-237, and CFX has determined that to do so it is necessary and in the public interest that CFX obtain certain parcels of land in Lake County, Florida in fee simple, easement, temporary construction easement, and water retention areas, as listed in **Exhibit "A"** ("**Property**").

NOW, THEREFORE, BE IT RESOLVED BY THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY AS FOLLOWS:

Section 1. That for the above reasons, CFX hereby declares it is reasonably necessary, practical and in the best interest of the public and CFX that the fee simple interest, easement, temporary construction easement, water retention areas, and such other property interests as may be within the scope of the descriptions set forth in **Exhibit "A"** attached hereto be acquired in the name of CFX by gift, devise, purchase, eminent domain proceedings, or otherwise over and upon those certain parcels or tracts of land, situated, lying and being in Lake County, Florida heretofore as described in the **Exhibit "A"** attached hereto and incorporated herein by reference.

Section 2. CFX, its officers, employees, agents, and attorneys are hereby authorized and directed to proceed to take the necessary steps to institute and prosecute such necessary actions and proceedings as may be proper for the acquisition of the fee simple interest, easement, temporary construction easement, water retention areas, and such other property interests as described in the attached **Exhibit "A"** by gift, devise, purchase, eminent domain proceedings or otherwise, and to prepare, sign, execute, serve, publish, and file in the name of CFX all eminent domain papers, affidavits and pleadings, and its attorneys are authorized to have prepared such other instruments and documents as may be necessary in connection herewith.

Section 3. This Resolution shall take effect immediately upon adoption by the CFX governing Board.

ADOPTED this _____ day of _____, 2025.

_____
Christopher Maier, Chairman

ATTEST: _____
Regla ("Mimi") Lamaute
Manager of Board Services

Approved as to form and legality for the exclusive use and reliance of CFX

_____
David A. Shontz, Esq., Right-of-Way Counsel

EXHIBIT A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 516 (LAKE-ORANGE EXPRESSWAY)
PROJECT NO. 516-237
PARCEL NO. 51-131
PURPOSE: RIGHT OF WAY
ESTATE: FEE SIMPLE

PART E:

A parcel of land lying in the East 3/4 of the North 1/2 of the South 1/2 of Section 35, Township 23 South, Range 26 East, Lake County, Florida, being a portion of those lands described in Official Records Book 4164, page 1422 of the Public Records of Lake County, Florida, and more particularly described as follows:

Commence at a 5/8-inch iron rod with cap stamped "BOYLE ENGR. CORP." marking the Northeast corner of the Southeast 1/4 of Section 35, Township 23 South, Range 26 East, Lake County, Florida; thence run South 00°16'58" East along the East line of said Southeast 1/4 a distance of 740.99 feet for a POINT OF BEGINNING; thence departing said East line run South 83°22'29" West a distance of 24.18 feet to the beginning of a non-tangent curve concave Northerly, having a radius of 2144.00 feet and a chord bearing and distance of South 79°24'49" West 481.73 feet; thence from a tangent bearing of South 72°57'47" West, run Westerly along the arc of said curve through a central angle of 12°54'04" a distance of 482.75 feet to the point of compound curvature of a curve concave Northerly, having a radius of 7402.00 feet and a chord bearing and distance of South 88°07'52" West 585.62 feet; thence run Westerly along the arc of said curve through a central angle of 04°32'03" a distance of 585.77 feet to the point of tangency; thence North 89°36'06" West a distance of 299.57 feet; thence North 82°08'03" West a distance of 100.00 feet to the beginning of a non-tangent curve concave Southerly, having a radius of 11250.00 feet and a chord bearing and distance of South 87°51'12" West 981.51 feet; thence from a tangent bearing of North 89°38'47" West, run Westerly along the arc of said curve through a central angle of 05°00'01" a distance of 981.82 feet to the end of said curve; thence South 71°51'13" West a distance of 200.00 feet to the beginning of a non-tangent curve concave Southerly, having a radius of 11205.00 feet and a chord bearing and distance of South 81°23'07" West 1162.51 feet; thence from a tangent bearing of South 84°21'31" West, run Westerly along the arc of said curve through a central angle of 05°56'49" a distance of 1163.03 feet to the end of said curve; thence North 83°33'03" West a distance of 70.60 feet to a point on the existing Northerly Limited Access Right of Way line of State Road 516 (Lake-Orange Expressway) according to Order of Taking Case No. 2023 CA 02713 AXXX XX filed in Open Court of the Fifth Judicial Circuit in and for Lake County, Florida, on November 28, 2023; thence run South 38°45'56" East along said existing Northerly Limited Access Right of Way line a distance of 69.60 feet to the beginning of a non-tangent curve concave Southerly, having a radius of 11165.00 feet and a chord bearing and distance of North 81°26'15" East 1249.30 feet; thence from a tangent bearing of North 78°13'49" East, run Easterly along the arc of said curve and continue along said existing Northerly Limited Access Right of Way line through a central angle of 06°24'52" a distance of 1249.95 feet to the point of reverse curvature of a curve concave Northerly, having a radius of 85.50 feet and a chord bearing and distance of North 69°44'20" East 43.99 feet; thence departing along said existing Northerly Limited Access Right of Way line run Easterly along the arc of said curve through a central angle of 29°48'42" a distance of 44.49 feet to the point of reverse curvature of a curve concave Southeasterly, having a radius of 100.50 feet and a chord bearing and distance of North 69°58'40" East 52.51 feet; thence run Northeasterly along the arc of said curve through a central angle of 30°17'22" a distance of 53.13 feet to the point of compound curvature of a curve concave Southerly, having a radius of 11190.00 feet and a chord bearing and distance of North 85°14'16" East 45.06 feet; thence run Easterly along the arc of said curve through a central angle of 00°13'51" a distance of 45.06 feet to a point on said existing Northerly Limited Access Right of Way line; thence run along said existing Northerly Limited Access Right of Way line and the arc of said curve having a radius of 11190.00 feet and a chord bearing and distance of North 85°47'26" East 170.81 feet through a central angle of 00°52'28" a

LEGAL DESCRIPTION CONTINUED ON NEXT SHEET

NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 23 SOUTH, RANGE 26 EAST, HAVING A BEARING OF SOUTH 89°41'44" EAST.
3. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY CHRISTOPHER J. LEFTAKIS ON MARCH 18, 2025.
4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
5. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
6. THIS SKETCH OF DESCRIPTION WAS PREPARED WITH THE BENEFIT OF ALTA COMMITMENT FOR TITLE INSURANCE PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, FILE NO. 2037-5087816, EFFECTIVE DATE MARCH 9, 2021, UPDATED MARCH 13, 2023 AND REVISED APRIL 11, 2023.
7. THIS SKETCH IS NOT A SURVEY.

SEE SHEETS 5-12 FOR SKETCH OF DESCRIPTION AND SHEET 6 FOR LEGEND

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED BY:

CHRISTOPHER JOHN LEFTAKIS LICENSE NUMBER LS 6556 STATE OF FLORIDA

Digitally signed by Christopher J Leftakis
DN: c=US, o=Florida, dnQualifier=A01410D0000001812054F1810002F25, cn=Christopher J Leftakis
Date: 2025.03.18 12:02:15 -04'00'

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED. THE SIGNATURE MUST BE VERIFIED ON THE ELECTRONIC DOCUMENTS.

CHRISTOPHER J. LEFTAKIS,
PROFESSIONAL SURVEYOR & MAPPER No. 6556

DATE	MARCH 18, 2025
DRAWN BY	P. MCANALLY
CHECKED BY	J. CAMPBELL
GEODATA PROJECT NO	840-01

REVISION	BY	DATE

GEODATA CONSULTANTS, INC.
SURVEYING & MAPPING
1349 S INTERNATIONAL PKWY
SUITE 2401
LAKE MARY, FLORIDA 32746
VOICE: (407) 732-6965 FAX: 878-0841
LAND SURVEYOR BUSINESS
LICENSE NO. 6556

SKETCH OF DESCRIPTION
(THIS IS NOT A BOUNDARY SURVEY)

SR 516 (LAKE-ORANGE EXPRESSWAY)
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
LAKE COUNTY, FLORIDA

PARCEL
51-131E/F/G

SCALE: N/A

SHEET 1 OF 12

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 516 (LAKE-ORANGE EXPRESSWAY)
PROJECT NO. 516-237
PARCEL NO. 51-131
PURPOSE: RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION CONTINUED:

distance of 170.81 feet to the point of reverse curvature of a curve concave Northerly, having a radius of 85.50 feet and a chord bearing and distance of North 72°55'39" East 39.34 feet; thence departing said existing Northerly Limited Access Right of Way line run Easterly along the arc of said curve through a central angle of 26°36'01" a distance of 39.69 feet to the point of reverse curvature of a curve concave Southeasterly, having a radius of 100.50 feet and a chord bearing and distance of North 73°08'33" East 46.97 feet; thence run Northeasterly along the arc of said curve through a central angle of 27°01'48" a distance of 47.41 feet to the point of compound curvature of a curve concave Southerly, having a radius of 11210.00 feet and a chord bearing and distance of North 88°29'23" East 716.85 feet; thence run Easterly along the arc of said curve through a central angle of 03°39'52" a distance of 716.97 feet to the point of compound curvature of a curve concave Southerly, having a radius of 86.50 feet and a chord bearing and distance of South 71°07'50" East 55.03 feet; thence run Easterly along the arc of said curve through a central angle of 37°05'42" a distance of 56.00 feet to the point of reverse curvature of a curve concave Northeasterly, having a radius of 99.50 feet and a chord bearing and distance of South 62°26'37" East 34.08 feet; thence run Southeasterly along the arc of said curve through a central angle of 19°43'16" a distance of 34.25 feet to the end of said curve and a point on said existing Northerly Limited Access Right of Way line; thence South 89°36'06" East along said existing Northerly Limited Access Right of Way line a distance of 322.37 feet to the point of curvature of a curve concave Northerly, having a radius of 7462.00 feet and a chord bearing and distance of North 88°07'52" East 590.37 feet; thence run Easterly along the arc of said curve and continue along said existing Northerly Limited Access Right of Way line through a central angle of 04°32'03" a distance of 590.52 feet to the point of compound curvature of a curve concave Northerly, having a radius of 2204.00 feet and a chord bearing and distance of North 79°19'19" East 502.21 feet; thence run Easterly along the arc of said curve and continue along said existing Northerly Limited Access Right of Way line through a central angle of 13°05'03" a distance of 503.30 feet to a point on the aforesaid East line of the Southeast 1/4 of Section 35; thence departing said existing Northerly Limited Access Right of Way line run North 00°16'58" West along said East line a distance of 58.08 feet the POINT OF BEGINNING.

Containing 4.380 acres, more or less.

SEE SHEETS 5-12 FOR SKETCH OF DESCRIPTION AND SHEET 6 FOR LEGEND

DATE	MARCH 18, 2025		GEODATA CONSULTANTS, INC. SURVEYING & MAPPING	SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY)	PARCEL 51-131E/F/G
DRAWN BY	P. MCANALLY				
CHECKED BY	J. CAMPBELL				
GEODATA PROJECT NO.	840-01		1349 S INTERNATIONAL PKWY SUITE 2401 LAKE MARY, FLORIDA 32746 VOICE: (407) 732 6965 FAX: 878-0841 LAND SURVEYOR BUSINESS LICENSE NO. 6556	SR 516 (LAKE-ORANGE EXPRESSWAY) CENTRAL FLORIDA EXPRESSWAY AUTHORITY LAKE COUNTY, FLORIDA	SCALE: N/A
					SHEET 2 OF 12
REVISION	BY	DATE			

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 516 (LAKE-ORANGE EXPRESSWAY)
PROJECT NO. 516-237
PARCEL NO. 51-131
PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE

PART F:

A parcel of land lying in the East 3/4 of the North 1/2 of the South 1/2 of Section 35, Township 23 South, Range 26 East, Lake County, Florida, being a portion of those lands described in Official Records Book 4164, page 1422 of the Public Records of Lake County, Florida, and more particularly described as follows:

Commence at a 5/8-inch iron rod with cap stamped "BOYLE ENGR. CORP." marking the Northeast corner of the Southeast 1/4 of Section 35, Township 23 South, Range 26 East, Lake County, Florida; thence run South 00°16'58" East along the East line of said Southeast 1/4 a distance of 799.07 feet to a point on the existing Northerly Limited Access Right of Way line of State Road 516 (Lake-Orange Expressway) according to Order of Taking Case No. 2023 CA 02713 AXXX XX filed in Open Court of the Fifth Judicial Circuit in and for Lake County, Florida, on November 28, 2023, also being a point on a non-tangent curve concave Northerly, having a radius of 2204.00 feet and a chord bearing and distance of South 79°19'19"West 502.21 feet; thence departing said East line run Westerly along said existing Northerly Limited Access Right of Way line the following seven (7) courses and distances: from a tangent bearing of South 72°46'48" West run Westerly along the arc of said curve through a central angle of 13°05'03"a distance of 503.30 feet to the point of compound curvature of a curve concave Northerly, having a radius of 7462.00 feet and a chord bearing and distance of South 88°07'52"West 590.37 feet; thence Westerly along the arc of said curve through a central angle of 04°32'03" a distance of 590.52 feet to the point of tangency; thence North 89°36'06" West a distance of 389.94 feet to the point of curvature of a curve concave Southerly, having a radius of 11177.00 feet and a chord bearing and distance of South 89°51'47"West 208.84 feet; thence run Westerly along the arc of said curve through a central angle of 01°04'14"a distance of 208.84 feet to the end of said curve; thence South 86°17'28"West a distance of 304.89 feet; thence North 62°35'57"West a distance of 50.38 feet to the beginning of a non-tangent curve having a radius of 11190.00 feet and a chord bearing and distance of South 86°26'49" West 427.23 feet; thence run Westerly along the arc of said curve through a central angle of 02°11'16"a distance of 427.25 feet to the end of said curve and the POINT OF BEGINNING; thence South 55°14'34" West and continue along said existing Northerly Limited Access Right of Way line a distance of 50.00 feet to the beginning of a non-tangent curve concave Southerly, having a radius of 11165.00 feet and a chord bearing and distance of South 84°53'17" West 94.81 feet; thence from a tangent bearing of South 85°07'53" West, run Westerly along the arc of said curve and continue along said existing Northerly Limited Access Right of Way line through a central angle of 00°29'12" a distance of 94.81 feet to the point of cusp of a curve concave Northerly, having a radius of 85.50 feet and a chord bearing and distance of North 69°44'20" East 43.99 feet; thence departing said existing Northerly Limited Access Right of Way line from a tangent bearing of North 84°38'41" East, run Easterly along the arc of said curve through a central angle of 29°48'42" a distance of 44.49 feet to a point of reverse curvature of a curve concave Southeasterly, having a radius of 100.50 feet and a chord bearing and distance of North 69°58'40" East 52.51 feet; thence run Northeasterly along the arc of said curve through a central angle of 30°17'22" a distance of 53.13 feet to a point of compound curvature of a curve concave Southerly, having a radius of 11190.00 feet and a chord bearing and distance of North 85°14'16" East 45.06 feet; thence run Easterly along the arc of said curve through a central angle of 00°13'51" a distance of 45.06 feet to the POINT OF BEGINNING.

Containing 1786 square feet, more or less.

Together with all rights of ingress, egress, light and view to, from or across any State Road 516 Right of Way property which may otherwise accrue to any property adjoining said Right of Way.

PART H:

Releasing a portion of the Limited Access Rights along the existing Northerly Limited Access Right of Way line of State Road 516 (Lake-Orange Expressway) according to Order of Taking Case No. 2023 CA 02713 AXXX XX filed in Open Court of the Fifth Judicial Circuit in and for Lake County, Florida, on November 28, 2023, located in the East 3/4 of the North 1/2 of the South 1/2 of Section 35, Township 23 South, Range 26 East, Lake County, Florida, being more particularly described as follows:

Commence at a 5/8-inch iron rod with cap stamped "BOYLE ENGR. CORP."marking the Northeast corner of the Southeast 1/4 of Section 35, Township 23 South, Range 26 East, Lake County, Florida; thence run South 00°16'58" East along the East line of said Southeast 1/4 a distance of 799.07 feet to a point on the existing Northerly Limited Access Right of Way line of State Road 516 (Lake-Orange Expressway) according to Order of Taking Case No. 2023 CA 02713 AXXX XX filed in Open Court of the Fifth Judicial Circuit in and for Lake County, Florida, on November 28, 2023, also being a point on a non-tangent curve concave Northerly, having a radius of 2204.00 feet and a chord bearing and distance of South 79°19'19" West 502.21 feet; thence departing said East line run Westerly along said existing Northerly Limited Access Right of Way line the following seven (7) courses and distances: from a tangent bearing of South 72°46'48" West run Westerly along the arc of said curve through a central angle of 13°05'03" a distance of 503.30 feet to the point of compound curvature of a curve concave Northerly, having a radius of 7462.00 feet and a chord bearing and distance of South 88°07'52" West 590.37 feet; thence Westerly along the arc of said curve through a central angle of 04°32'03" a distance of 590.52 feet to the point of tangency; thence North 89°36'06" West a distance of 389.94 feet to the point of curvature of a curve concave Southerly, having a radius of 11177.00 feet and a chord bearing and distance of South 89°51'47" West 208.84 feet; thence run Westerly along the arc of said curve through a central angle of 01°04'14" a distance of 208.84 feet to the end of said curve; thence South 86°17'28" West a distance of 304.89 feet; thence North 62°35'57" West a distance of 50.38 feet to the beginning of a non-tangent curve having a radius of 11190.00 feet and a chord bearing and distance of South 86°26'49" West 427.23 feet; thence run Westerly along the arc of said curve through a central angle of 02°11'16" a distance of 427.25 feet to the end of said curve and the POINT OF BEGINNING; thence South 55°14'34" West and continue along said existing Northerly Limited Access Right of Way line a distance of 50.00 feet to the beginning of a non-tangent curve concave Southerly, having a radius of 11165.00 feet and a chord bearing and distance of South 84°53'17" West 94.81 feet; thence from a tangent bearing of South 85°07'53" West, run Westerly along the arc of said curve and continue along said existing Northerly Limited Access Right of Way line through a central angle of 00°29'12" a distance of 94.81 feet to the POINT OF TERMINATION.

Releasing Limited Access Rights along a line without area.

SEE SHEETS 5-12 FOR SKETCH OF DESCRIPTION AND SHEET 6 FOR LEGEND

DATE	MARCH 18, 2025		GEODATA CONSULTANTS, INC. SURVEYING & MAPPING	SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY)	PARCEL 51-131E/F/G
DRAWN BY	P. MCANALLY				
CHECKED BY	J. CAMPBELL				
GEODATA PROJECT NO	B40-01				
			1349 S INTERNATIONAL PKWY SUITE 2401 LAKE MARY, FLORIDA 32746 VOICE: (407) 732-6965 FAX: 878-0841 LAND SURVEYOR BUSINESS LICENSE NO. 6556	SR 516 (LAKE-ORANGE EXPRESSWAY) CENTRAL FLORIDA EXPRESSWAY AUTHORITY LAKE COUNTY, FLORIDA	SCALE: N/A
					SHEET 3 OF 12
REVISION	BY	DATE			

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 516 (LAKE-ORANGE EXPRESSWAY)
PROJECT NO. 516-237
PARCEL NO. 51-131
PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE

PART G:

Commence at a 5/8-inch iron rod with cap stamped "BOYLE ENGR. CORP." marking the Northeast corner of the Southeast 1/4 of Section 35, Township 23 South, Range 26 East, Lake County, Florida; thence run South 00°16'58" East along the East line of said Southeast 1/4 a distance of 799.07 feet to a point on the existing Northerly Limited Access Right of Way line of State Road 516 (Lake-Orange Expressway) according to Order of Taking Case No. 2023 CA 02713 AXXX XX filed in Open Court of the Fifth Judicial Circuit in and for Lake County, Florida, on November 28, 2023, also being a point on a non-tangent curve concave Northerly, having a radius of 2204.00 feet and a chord bearing and distance of South 79°19'19" West 502.21 feet; thence departing said East line from a tangent bearing of South 72°46'48" West run Westerly along the arc of said curve and along said existing Northerly Limited Access Right of Way line through a central angle of 13°05'02" a distance of 503.30 feet to the point of compound curvature of a curve concave Northerly, having a radius of 7462.00 feet and a chord bearing and distance of South 88°07'52" West 590.37 feet; thence run Westerly along the arc of said curve and continue along said existing Northerly Limited Access Right of Way line through a central angle of 04°32'03" a distance of 590.52 feet to the point of tangency; thence North 89°36'06" West and continue along said existing Northerly Limited Access Right of Way line a distance of 322.37 feet for a POINT OF BEGINNING; thence continue North 89°36'06" West along said existing Northerly Limited Access Right of Way line a distance of 67.56 feet to the point of curvature of a curve concave Southerly, having a radius of 11177.00 feet and a chord bearing and distance of South 89°51'47" West 208.84 feet; thence run Westerly along the arc of said curve and continue along said existing Northerly Limited Access Right of Way line through a central angle of 01°04'14" a distance of 208.84 feet to the end of said curve; thence run South 86°17'28" West and continue along said existing Northerly Limited Access Right of Way line a distance of 304.89 feet; thence North 62°35'57" West and continue along said existing Northerly Limited Access Right of Way line a distance of 50.38 feet to the beginning of a non-tangent curve concave Southerly, having a radius of 11190.00 feet and a chord bearing and distance of South 86°53'04" West 256.44 feet; thence departing said existing Northerly Limited Access Right of Way line from a tangent bearing of South 87°32'27" West, run Westerly along the arc of said curve and continue along said existing Northerly Limited Access Right of Way line through a central angle of 01°18'47" a distance of 256.45 feet to a point of cusp of a curve concave Northerly, having a radius of 85.50 feet and a chord bearing of North 72°55'39" East; thence departing said existing Northerly Limited Access Right of Way line from a tangent bearing of North 86°13'40" East, run Easterly along the arc of said curve through a central angle of 26°36'01" a distance of 39.69 feet to a point of reverse curvature of a curve concave Southeasterly, having a radius of 100.50 feet and a chord bearing of North 73°08'33" East; thence run Northeasterly along the arc of said curve through a central angle of 27°01'48" a distance of 47.41 feet to a point of compound curvature of a curve concave Southerly, having a radius of 11210.00 feet and a chord bearing of North 88°29'23" East; thence run Easterly along the arc of said curve through a central angle of 03°39'52" a distance of 716.97 feet to a point of compound curvature of a curve concave Southerly, having a radius of 86.50 feet and a chord bearing of South 71°07'50" East; thence run Easterly along the arc of said curve through a central angle of 37°05'42" a distance of 56.00 feet to a point of reverse curvature of a curve concave Northeasterly, having a radius of 99.50 feet and a chord bearing of South 62°26'37" East; thence run Southeasterly along the arc of said curve through a central angle of 19°43'16" a distance of 34.25 feet to the POINT OF BEGINNING.

Containing 0.595 acres, more or less.

Together with all rights of ingress, egress, light and view to, from or across any State Road 516 Right of Way property which may otherwise accrue to any property adjoining said Right of Way.

PART I:

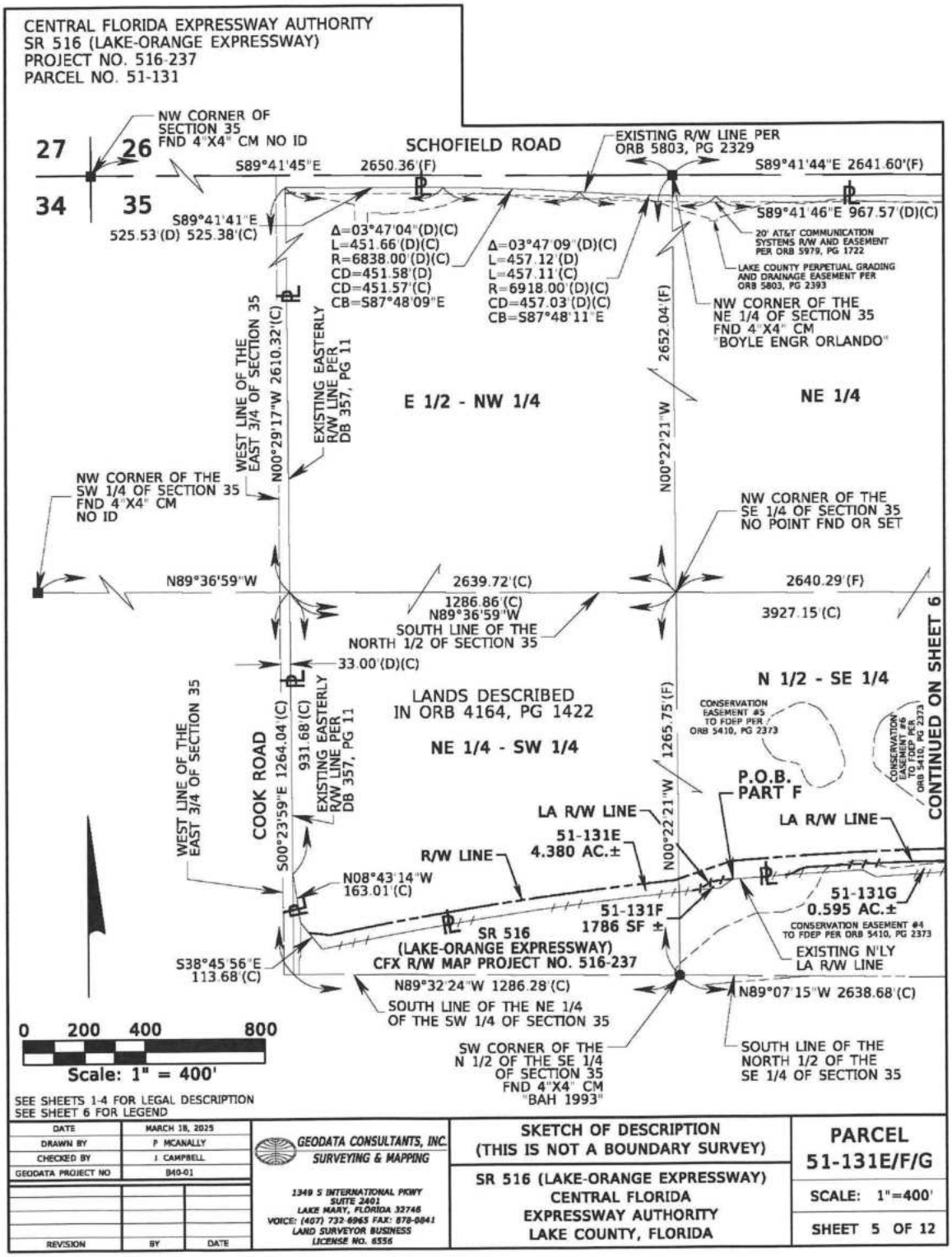
Releasing a portion of the Limited Access Rights along the existing Northerly Limited Access Right of Way line of State Road 516 (Lake-Orange Expressway) according to Order of Taking Case No. 2023 CA 02713 AXXX XX filed in Open Court of the Fifth Judicial Circuit in and for Lake County, Florida, on November 28, 2023, located in the East 3/4 of the North 1/2 of the South 1/2 of Section 35, Township 23 South, Range 26 East, Lake County, Florida, being more particularly described as follows:

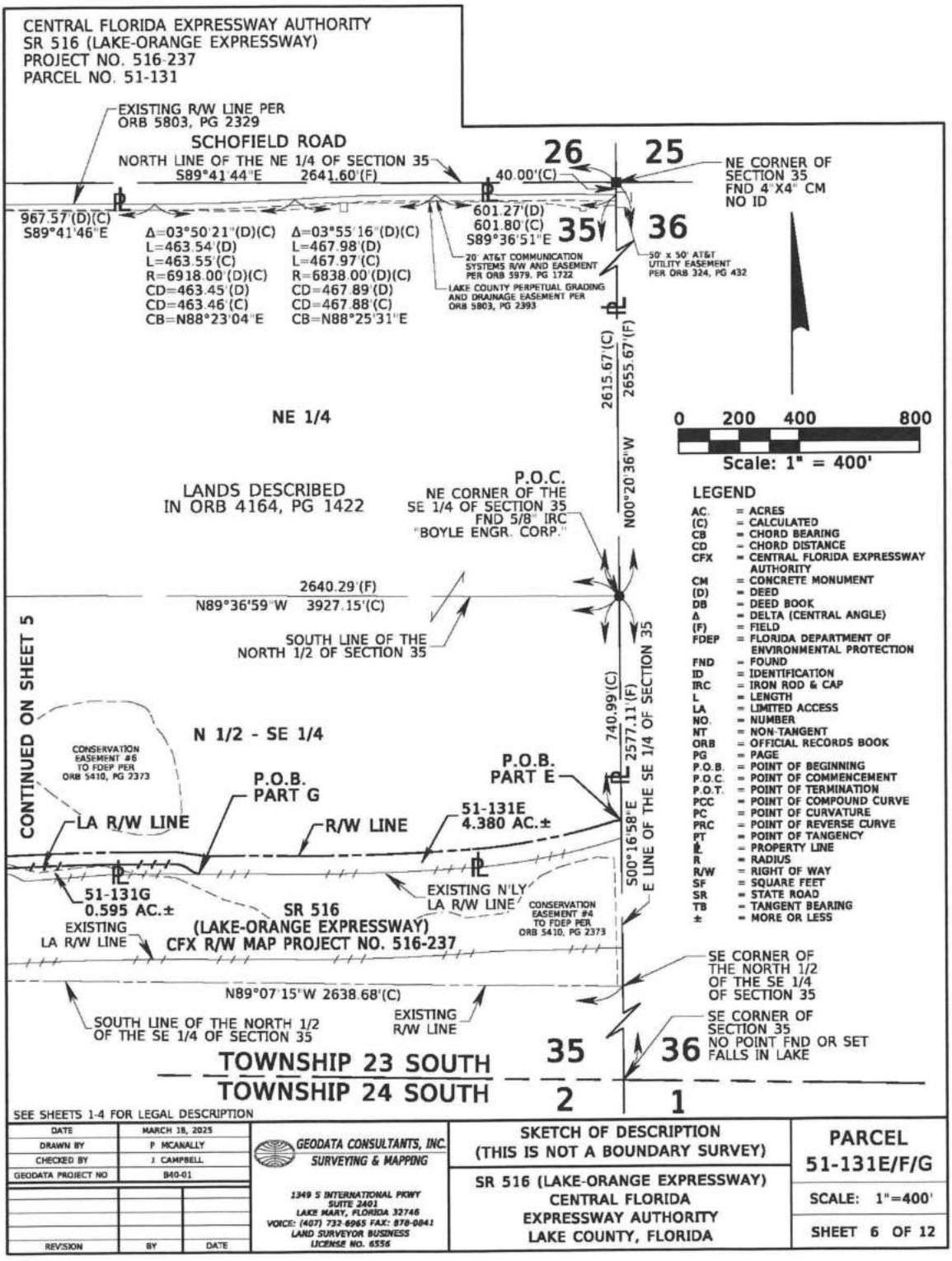
Commence at a 5/8-inch iron rod with cap stamped "BOYLE ENGR. CORP."marking the Northeast corner of the Southeast 1/4 of Section 35, Township 23 South, Range 26 East, Lake County, Florida; thence run South 00°16'58" East along the East line of said Southeast 1/4 a distance of 799.07 feet to a point on the existing Northerly Limited Access Right of Way line of State Road 516 (Lake-Orange Expressway) according to Order of Taking Case No. 2023 CA 02713 AXXX XX filed in Open Court of the Fifth Judicial Circuit in and for Lake County, Florida, on November 28, 2023, also being a point on a non-tangent curve concave Northerly, having a radius of 2204.00 feet and a chord bearing and distance of South 79°19'19" West 502.21 feet; thence departing said East line from a tangent bearing of South 72°46'48" West run Westerly along the arc of said curve and along said existing Northerly Limited Access Right of Way line through a central angle of 13°05'02" a distance of 503.30 feet to the point of compound curvature of a curve concave Northerly, having a radius of 7462.00 feet and a chord bearing and distance of South 88°07'52" West 590.37 feet; thence run Westerly along the arc of said curve and continue along said existing Northerly Limited Access Right of Way line through a central angle of 04°32'03" a distance of 590.52 feet to the point of tangency; thence North 89°36'06" West and continue along said existing Northerly Limited Access Right of Way line a distance of 322.37 feet for a POINT OF BEGINNING; thence continue North 89°36'06" West along said existing Northerly Limited Access Right of Way line a distance of 67.56 feet to the point of curvature of a curve concave Southerly, having a radius of 11177.00 feet and a chord bearing and distance of South 89°51'47" West 208.84 feet; thence run Westerly along the arc of said curve and continue along said existing Northerly Limited Access Right of Way line through a central angle of 01°04'14" a distance of 208.84 feet to the end of said curve; thence run South 86°17'28" West and continue along said existing Northerly Limited Access Right of Way line a distance of 304.89 feet; thence North 62°35'57" West and continue along said existing Northerly Limited Access Right of Way line a distance of 50.38 feet to the beginning of a non-tangent curve concave Southerly, having a radius of 11190.00 feet and a chord bearing and distance of South 86°53'04" West 256.44; thence from a tangent bearing of South 87°32'27"West run Westerly along the arc of said curve and continue along said existing Northerly Limited Access Right of Way line through a central angle of 01°18'47"a distance of 256.45 feet to the POINT OF TERMINATION.

Releasing Limited Access Rights along a line without area.

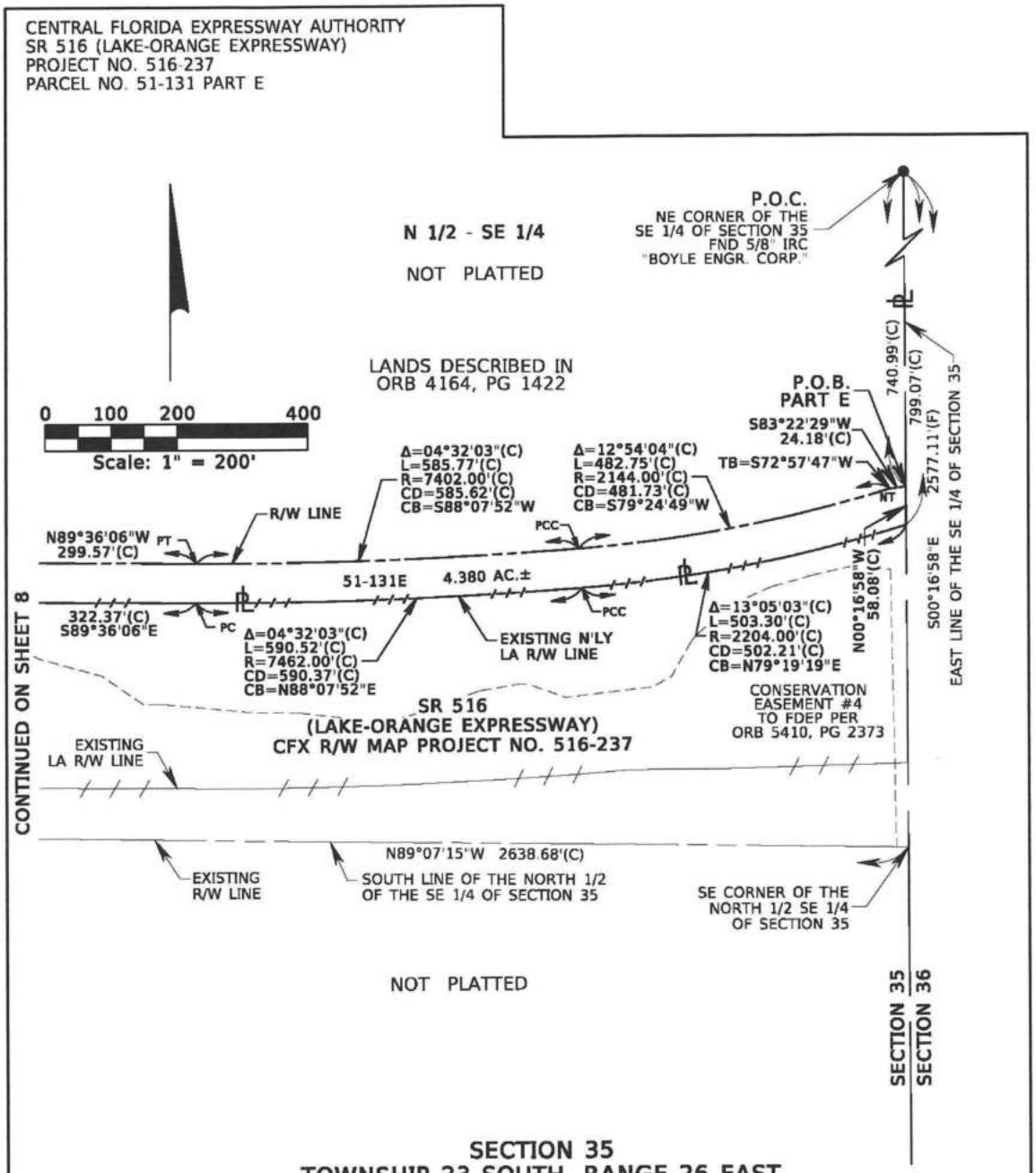
SEE SHEETS 5-12 FOR SKETCH OF DESCRIPTION AND SHEET 6 FOR LEGEND

DATE	MARCH 18, 2025		GEODATA CONSULTANTS, INC. SURVEYING & MAPPING	SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY)	PARCEL 51-131E/F/G
DRAWN BY	P. MCANALLY				
CHECKED BY	J. CAMPBELL				
GEODATA PROJECT NO	B40-01				
			1349 S INTERNATIONAL PKWY SUITE 2401 LAKE MARY, FLORIDA 32746 VOICE: (407) 732 6965 FAX: 878-0841 LAND SURVEYOR BUSINESS LICENSE NO. 6556	SR 516 (LAKE-ORANGE EXPRESSWAY) CENTRAL FLORIDA EXPRESSWAY AUTHORITY LAKE COUNTY, FLORIDA	SCALE: N/A
					SHEET 4 OF 12
REVISION	BY	DATE			


CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 516 (LAKE-ORANGE EXPRESSWAY)
PROJECT NO. 516-237
PARCEL NO. 51-131
NW CORNER OF SECTION 35 FND 4"X4" CM NO ID
27
26
34
35
SCHOFIELD ROAD
S89°41'45"E 2650.36'(F)
EXISTING R/W LINE PER ORB 5803, PG 2329
S89°41'44"E 2641.60'(F)
S89°41'41"E 525.53'(D) 525.38'(C)
Δ=03°47'04"(D)(C) L=451.66'(D)(C) R=6838.00'(D)(C) CD=451.58'(D) CD=451.57'(C) CB=S87°48'09"E
Δ=03°47'09"(D)(C) L=457.12'(D) L=457.11'(C) R=6918.00'(D)(C) CD=457.03'(D)(C) CB=S87°48'11"E
S89°41'46"E 967.57'(D)(C)
20' AT&T COMMUNICATION SYSTEMS R/W AND EASEMENT PER ORB 5979, PG 1722
LAKE COUNTY PERPETUAL GRADING AND DRAINAGE EASEMENT PER ORB 5803, PG 2393
NW CORNER OF THE NE 1/4 OF SECTION 35 FND 4"X4" CM "BOYLE ENGR ORLANDO"
WEST LINE OF THE EAST 3/4 OF SECTION 35
N00°29'17"W 2610.32'(C)
EXISTING EASTERLY R/W LINE PER DB 357, PG 11
E 1/2 - NW 1/4
NE 1/4
2652.04'(F)
N00°22'21"W
NW CORNER OF THE SW 1/4 OF SECTION 35 FND 4"X4" CM NO ID
NW CORNER OF THE SE 1/4 OF SECTION 35 NO POINT FND OR SET
N89°36'59"W
2639.72'(C)
2640.29'(F)
1286.86'(C) N89°36'59"W SOUTH LINE OF THE NORTH 1/2 OF SECTION 35
3927.15'(C)
33.00'(D)(C)
LANDS DESCRIBED IN ORB 4164, PG 1422
NE 1/4 - SW 1/4
N 1/2 - SE 1/4
CONTINUED ON SHEET 6
CONSERVATION EASEMENT #5 TO FDEP PER ORB 5410, PG 2373
CONSERVATION EASEMENT #6 TO FDEP PER ORB 5410, PG 2373
WEST LINE OF THE EAST 3/4 OF SECTION 35
COOK ROAD
S00°23'59"E 1264.04'(C)
931.68'(C)
EXISTING EASTERLY R/W LINE PER DB 357, PG 11
1265.75'(F)
N00°22'21"W
P.O.B. PART F
LA R/W LINE
51-131E 4.380 AC.±
R/W LINE
N08°43'14"W 163.01'(C)
51-131G 0.595 AC.±
51-131F 1786 SF ±
CONSERVATION EASEMENT #4 TO FDEP PER ORB 5410, PG 2373
SR 516 (LAKE-ORANGE EXPRESSWAY) CFX R/W MAP PROJECT NO. 516-237
EXISTING N'LY LA R/W LINE
S38°45'56"E 113.68'(C)
N89°32'24"W 1286.28'(C)
N89°07'15"W 2638.68'(C)
SOUTH LINE OF THE NE 1/4 OF THE SW 1/4 OF SECTION 35
SW CORNER OF THE N 1/2 OF THE SE 1/4 OF SECTION 35 FND 4"X4" CM "BAH 1993"
SOUTH LINE OF THE NORTH 1/2 OF THE SE 1/4 OF SECTION 35
0 200 400 800
Scale: 1" = 400'
SEE SHEETS 1-4 FOR LEGAL DESCRIPTION
SEE SHEET 6 FOR LEGEND
DATE MARCH 18, 2025
DRAWN BY P. MCANALLY
CHECKED BY J. CAMPBELL
GEODATA PROJECT NO B40-01
REVISION BY DATE
GEODATA CONSULTANTS, INC.
SURVEYING & MAPPING
1349 S INTERNATIONAL PKWY SUITE 2401 LAKE MARY, FLORIDA 32746 VOICE: (407) 732-6965 FAX: 878-0841 LAND SURVEYOR BUSINESS LICENSE NO. 6556
SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY)
SR 516 (LAKE-ORANGE EXPRESSWAY) CENTRAL FLORIDA EXPRESSWAY AUTHORITY LAKE COUNTY, FLORIDA
PARCEL 51-131E/F/G
SCALE: 1"=400'
SHEET 5 OF 12


CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 516 (LAKE-ORANGE EXPRESSWAY)
PROJECT NO. 516-237
PARCEL NO. 51-131
EXISTING R/W LINE PER ORB 5803, PG 2329
SCHOFIELD ROAD
NORTH LINE OF THE NE 1/4 OF SECTION 35
S89°41'44"E 2641.60'(F)
40.00'(C)
26
25
NE CORNER OF SECTION 35 FND 4"X4" CM NO ID
967.57'(D)(C)
S89°41'46"E
Δ=03°50'21"(D)(C)
L=463.54'(D)
L=463.55'(C)
R=6918.00'(D)(C)
CD=463.45'(D)
CD=463.46'(C)
CB=N88°23'04"E
Δ=03°55'16"(D)(C)
L=467.98'(D)
L=467.97'(C)
R=6838.00'(D)(C)
CD=467.89'(D)
CD=467.88'(C)
CB=N88°25'31"E
601.27'(D)
601.80'(C)
S89°36'51"E
35
36
20' AT&T COMMUNICATION SYSTEMS R/W AND EASEMENT PER ORB 5979, PG 1722
LAKE COUNTY PERPETUAL GRADING AND DRAINAGE EASEMENT PER ORB 5803, PG 2393
50' x 50' AT&T UTILITY EASEMENT PER ORB 324, PG 432
2615.67'(C)
2655.67'(F)
NE 1/4
0 200 400 800
Scale: 1" = 400'
LANDS DESCRIBED IN ORB 4164, PG 1422
P.O.C.
NE CORNER OF THE SE 1/4 OF SECTION 35
FND 5/8" IRC
"BOYLE ENGR. CORP."
N00°20'36"W
LEGEND
AC. = ACRES
(C) = CALCULATED
CB = CHORD BEARING
CD = CHORD DISTANCE
CFX = CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CM = CONCRETE MONUMENT
(D) = DEED
DB = DEED BOOK
Δ = DELTA (CENTRAL ANGLE)
(F) = FIELD
FDEP = FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
FND = FOUND
ID = IDENTIFICATION
IRC = IRON ROD & CAP
L = LENGTH
LA = LIMITED ACCESS
NO. = NUMBER
NT = NON-TANGENT
ORB = OFFICIAL RECORDS BOOK
PG = PAGE
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
P.O.T. = POINT OF TERMINATION
PCC = POINT OF COMPOUND CURVE
PC = POINT OF CURVATURE
PRC = POINT OF REVERSE CURVE
PT = POINT OF TANGENCY
℄ = PROPERTY LINE
R = RADIUS
R/W = RIGHT OF WAY
SF = SQUARE FEET
SR = STATE ROAD
TB = TANGENT BEARING
± = MORE OR LESS
2640.29'(F)
N89°36'59"W 3927.15'(C)
SOUTH LINE OF THE NORTH 1/2 OF SECTION 35
740.99'(C)
2577.11'(F)
S00°16'58"E
E LINE OF THE SE 1/4 OF SECTION 35
CONTINUED ON SHEET 5
N 1/2 - SE 1/4
CONSERVATION EASEMENT #6 TO FDEP PER ORB 5410, PG 2373
P.O.B. PART G
P.O.B. PART E
LA R/W LINE
R/W LINE
51-131E 4.380 AC.±
51-131G 0.595 AC.±
EXISTING N'LY LA R/W LINE
CONSERVATION EASEMENT #4 TO FDEP PER ORB 5410, PG 2373
EXISTING LA R/W LINE
SR 516 (LAKE-ORANGE EXPRESSWAY) CFX R/W MAP PROJECT NO. 516-237
SE CORNER OF THE NORTH 1/2 OF THE SE 1/4 OF SECTION 35
N89°07'15"W 2638.68'(C)
SOUTH LINE OF THE NORTH 1/2 OF THE SE 1/4 OF SECTION 35
EXISTING R/W LINE
SE CORNER OF SECTION 35 NO POINT FND OR SET FALLS IN LAKE
TOWNSHIP 23 SOUTH
TOWNSHIP 24 SOUTH
35
36
2
1
SEE SHEETS 1-4 FOR LEGAL DESCRIPTION
DATE MARCH 18, 2025
DRAWN BY P. MCANALLY
CHECKED BY J. CAMPBELL
GEODATA PROJECT NO B40-01
REVISION BY DATE
GEODATA CONSULTANTS, INC.
SURVEYING & MAPPING
1349 S INTERNATIONAL PKWY SUITE 2401 LAKE MARY, FLORIDA 32746
VOICE: (407) 732-6965 FAX: 878-0841
LAND SURVEYOR BUSINESS LICENSE NO. 6556
SKETCH OF DESCRIPTION
(THIS IS NOT A BOUNDARY SURVEY)
SR 516 (LAKE-ORANGE EXPRESSWAY)
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
LAKE COUNTY, FLORIDA
PARCEL 51-131E/F/G
SCALE: 1"=400'
SHEET 6 OF 12

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 516 (LAKE-ORANGE EXPRESSWAY)
PROJECT NO. 516-237
PARCEL NO. 51-131 PART E



SECTION 35
TOWNSHIP 23 SOUTH, RANGE 26 EAST

SEE SHEETS 1-4 FOR LEGAL DESCRIPTION AND SHEET 6 FOR LEGEND

DATE	MARCH 18, 2025	GEODATA CONSULTANTS, INC. SURVEYING & MAPPING	SKETCH OF DESCRIPTION (THIS IS NOT A BOUNDARY SURVEY)	PARCEL 51-131E/F/G
DRAWN BY	P. MCANALLY			
CHECKED BY	J. CAMPBELL			
GEODATA PROJECT NO	840-01	1349 S INTERNATIONAL PKWY SUITE 2401 LAKE MARY, FLORIDA 32746 VOICE: (407) 732-6965 FAX: 878-0841 LAND SURVEYOR BUSINESS LICENSE NO. 6556	SR 516 (LAKE-ORANGE EXPRESSWAY) CENTRAL FLORIDA EXPRESSWAY AUTHORITY LAKE COUNTY, FLORIDA	SCALE: 1"=200'
				SHEET 7 OF 12
REVISION	BY	DATE		

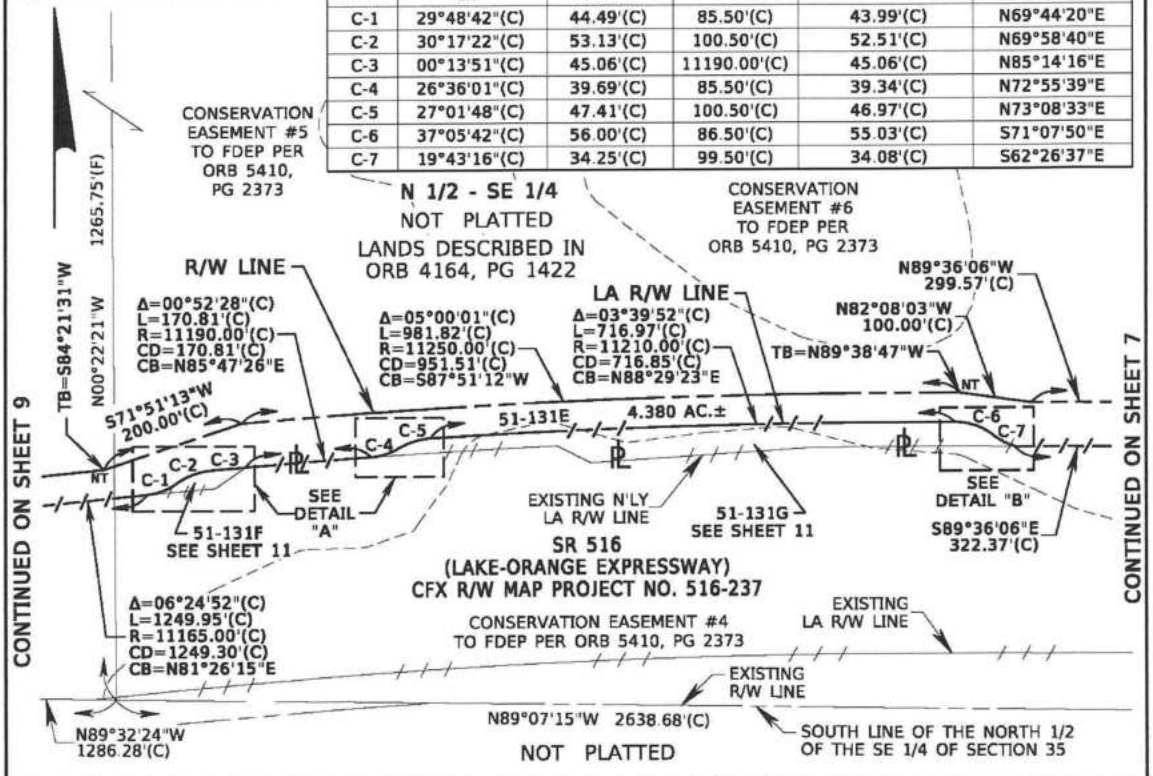
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 516 (LAKE-ORANGE EXPRESSWAY)
PROJECT NO. 516-237
PARCEL NO. 51-131 PART E

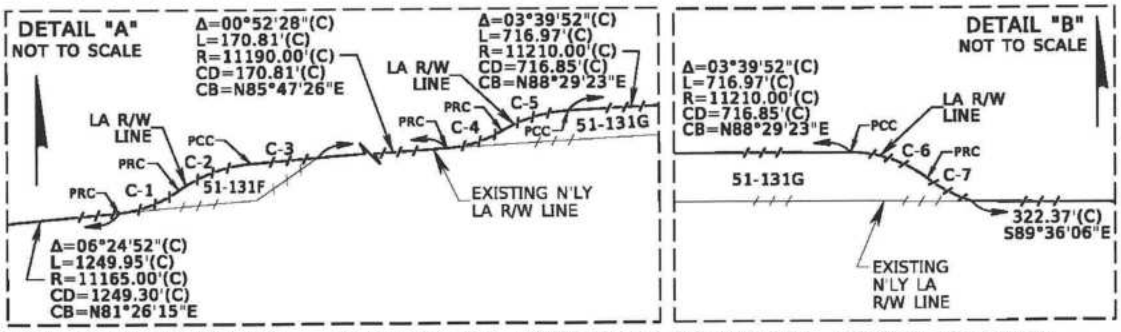
0 100 200 400

Scale: 1" = 200'

CONTINUED ON SHEET 5

CURVE DATA - THIS SHEET ONLY					
CURVE	Δ	LENGTH	RADIUS	CHORD DISTANCE	CHORD BEARING
C-1	29°48'42"(C)	44.49'(C)	85.50'(C)	43.99'(C)	N69°44'20"E
C-2	30°17'22"(C)	53.13'(C)	100.50'(C)	52.51'(C)	N69°58'40"E
C-3	00°13'51"(C)	45.06'(C)	11190.00'(C)	45.06'(C)	N85°14'16"E
C-4	26°36'01"(C)	39.69'(C)	85.50'(C)	39.34'(C)	N72°55'39"E
C-5	27°01'48"(C)	47.41'(C)	100.50'(C)	46.97'(C)	N73°08'33"E
C-6	37°05'42"(C)	56.00'(C)	86.50'(C)	55.03'(C)	S71°07'50"E
C-7	19°43'16"(C)	34.25'(C)	99.50'(C)	34.08'(C)	S62°26'37"E





SEE SHEETS 1-4 FOR LEGAL DESCRIPTION
SEE SHEET 6 FOR LEGEND

SECTION 35, TOWNSHIP 23 SOUTH, RANGE 26 EAST

DATE	MARCH 18, 2025
DRAWN BY	P MCANALLY
CHECKED BY	J. CAMPBELL
GEODATA PROJECT NO	840-01

REVISION	BY	DATE

GEODATA CONSULTANTS, INC.
SURVEYING & MAPPING
1349 S INTERNATIONAL PKWY
SUITE 2401
LAKE MARY, FLORIDA 32746
VOICE: (407) 732-6965 FAX: 878-0841
LAND SURVEYOR BUSINESS
LICENSE NO. 6556

SKETCH OF DESCRIPTION
(THIS IS NOT A BOUNDARY SURVEY)

SR 516 (LAKE-ORANGE EXPRESSWAY)
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
LAKE COUNTY, FLORIDA

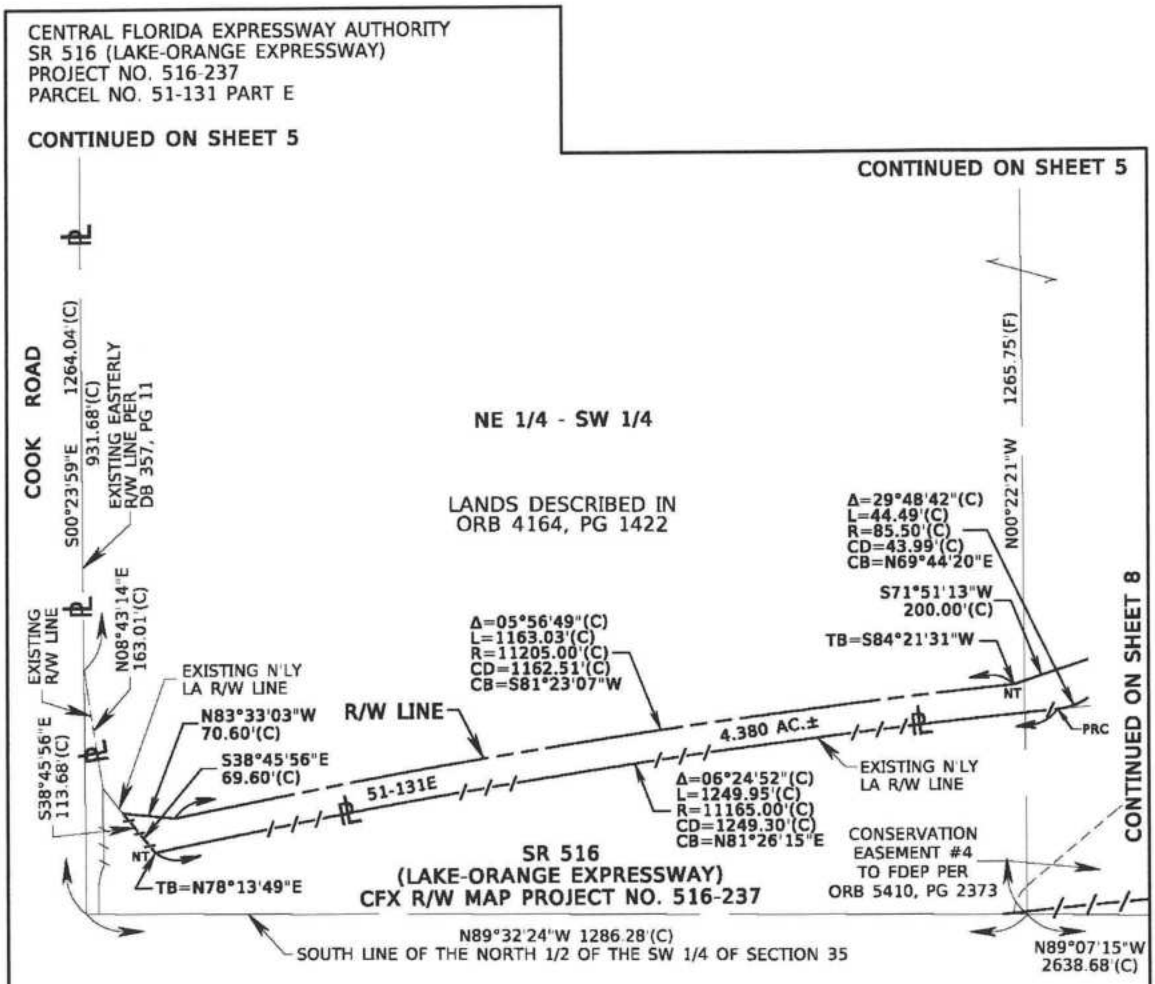
PARCEL
51-131E/F/G

SCALE: 1"=200'

SHEET 8 OF 12

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 516 (LAKE-ORANGE EXPRESSWAY)
PROJECT NO. 516-237
PARCEL NO. 51-131 PART E

CONTINUED ON SHEET 5



SEE SHEETS 1-4 FOR LEGAL DESCRIPTION
SEE SHEET 6 FOR LEGEND

SECTION 35
TOWNSHIP 23 SOUTH, RANGE 26 EAST

DATE	MARCH 18, 2025
DRAWN BY	P. MCANALLY
CHECKED BY	J. CAMPBELL
GEODATA PROJECT NO	840-01

REVISION	BY	DATE

GEODATA CONSULTANTS, INC.
SURVEYING & MAPPING
1349 S INTERNATIONAL PKWY
SUITE 2401
LAKE MARY, FLORIDA 32746
VOICE: (407) 732-6965 FAX: 878-0841
LAND SURVEYOR BUSINESS
LICENSE NO. 6556

SKETCH OF DESCRIPTION
(THIS IS NOT A BOUNDARY SURVEY)

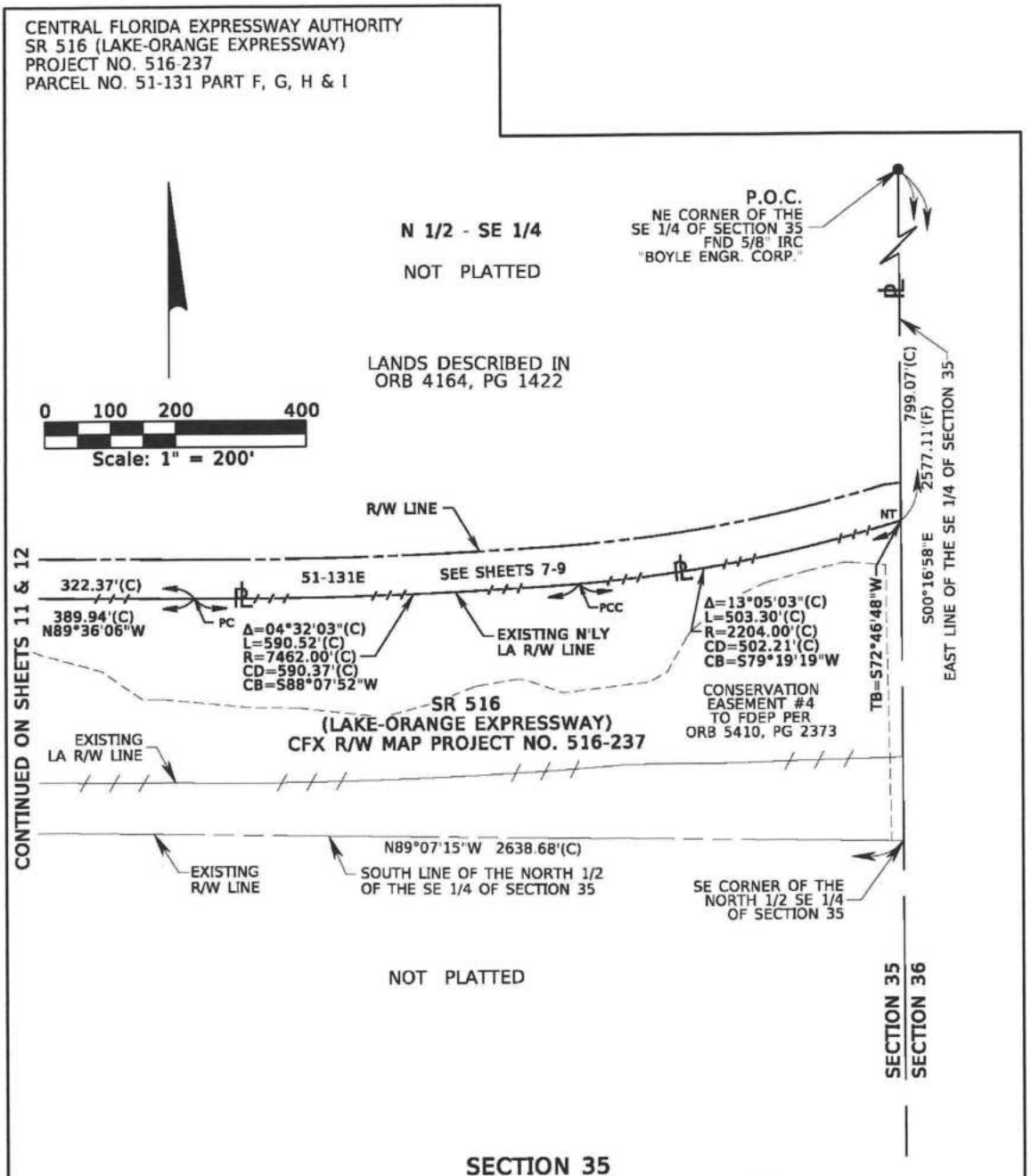
SR 516 (LAKE-ORANGE EXPRESSWAY)
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
LAKE COUNTY, FLORIDA

PARCEL
51-131E/F/G

SCALE: 1"=200'

SHEET 9 OF 12

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 516 (LAKE-ORANGE EXPRESSWAY)
PROJECT NO. 516-237
PARCEL NO. 51-131 PART F, G, H & I



SEE SHEETS 1-4 FOR LEGAL DESCRIPTION
SEE SHEET 6 FOR LEGEND

SECTION 35
TOWNSHIP 23 SOUTH, RANGE 26 EAST

DATE	MARCH 18, 2025
DRAWN BY	P MCANALLY
CHECKED BY	J CAMPBELL
GEODATA PROJECT NO	840-01

REVISION	BY	DATE

GEODATA CONSULTANTS, INC.
SURVEYING & MAPPING
1349 S INTERNATIONAL PKWY
SUITE 2401
LAKE MARY, FLORIDA 32746
VOICE: (407) 732-6965 FAX: 878-0841
LAND SURVEYOR BUSINESS
LICENSE NO. 6556

SKETCH OF DESCRIPTION
(THIS IS NOT A BOUNDARY SURVEY)

SR 516 (LAKE-ORANGE EXPRESSWAY)
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
LAKE COUNTY, FLORIDA

PARCEL
51-131E/F/G

SCALE: 1"=200'

SHEET 10 OF 12

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 516 (LAKE-ORANGE EXPRESSWAY)
PROJECT NO. 516-237
PARCEL NO. 51-131 PARTS F & G

0 100 200 400

Scale: 1" = 200'

CONTINUED ON SHEET 5

CURVE DATA - THIS SHEET ONLY					
CURVE	Δ	LENGTH	RADIUS	CHORD DISTANCE	CHORD BEARING
C-1	29°48'42"(C)	44.49'(C)	85.50'(C)	43.99'(C)	N69°44'20"E
C-2	30°17'22"(C)	53.13'(C)	100.50'(C)	52.51'(C)	N69°58'40"E
C-3	00°13'51"(C)	45.06'(C)	11190.00'(C)	45.06'(C)	N85°14'16"E
C-4	26°36'01"(C)	39.69'(C)	85.50'(C)	39.34'(C)	N72°55'39"E
C-5	27°01'48"(C)	47.41'(C)	100.50'(C)	46.97'(C)	N73°08'33"E
C-6	37°05'42"(C)	56.00'(C)	86.50'(C)	55.03'(C)	S71°07'50"E
C-7	19°43'16"(C)	34.25'(C)	99.50'(C)	34.08'(C)	S62°26'37"E

CONSERVATION EASEMENT #5 TO FDEP PER ORB 5410, PG 2373

1265.75'(F)

N00°22'21"W

N 1/2 - SE 1/4
NOT PLATTED
LANDS DESCRIBED IN
ORB 4164, PG 1422

CONSERVATION EASEMENT #6 TO FDEP PER ORB 5410, PG 2373

CONTINUED ON SHEET 9

CONTINUED ON SHEET 10

R/W LINE

TB=S87°32'27"W
Δ=01°18'47"(C)
L=256.45'(C)
R=11190.00'(C)
CD=256.44'(C)
CB=S86°53'04"W

LA R/W LINE
Δ=03°39'52"(C)
L=716.97'(C)
R=11210.00'(C)
CD=716.85'(C)
CB=N88°29'23"E

322.37'(C)

51-131E

SEE SHEETS 7-9

C-1 C-2 C-3 C-4 C-5 C-6 C-7

PC

NT

SEE DETAIL "A"

SEE DETAIL "B"

51-131F
1786 S.F.

N62°35'57"W
50.38'(C)

304.89'(C)
S86°17'28"W

51-131G
0.595 AC.±

EXISTING N'LY LA R/W LINE

N89°36'06"W
389.94'(C)

Δ=02°11'16"(C)
L=427.25'(C)
R=11190.00'(C)
CD=427.23'(C)
CB=S86°26'49"W

SR 516
(LAKE-ORANGE EXPRESSWAY)
CFX R/W MAP PROJECT NO. 516-237

Δ=01°04'14"(C)
L=208.84'(C)
R=11177.00'(C)
CD=208.84'(C)
CB=S89°51'47"W

CONSERVATION EASEMENT #4 TO FDEP PER ORB 5410, PG 2373

EXISTING R/W LINE

EXISTING LA R/W LINE

N89°32'24"W
1286.28'(C)

N89°07'15"W 2638.68'(C)

SOUTH LINE OF THE NORTH 1/2 OF THE SE 1/4 OF SECTION 35

NOT PLATTED

DETAIL "A"
NOT TO SCALE

Δ=01°18'47"(C)
L=256.45'(C)
R=11190.00'(C)
CD=256.44'(C)
CB=S86°53'04"W

Δ=03°39'52"(C)
L=716.97'(C)
R=11210.00'(C)
CD=716.85'(C)
CB=N88°29'23"E

P.O.B. PART F

LA R/W LINE

PRC PCC C-1 C-2 C-3 C-4 C-5 NT

51-131F

51-131G

S55°14'34"W
50.00'(C)

TB=S85°07'53"W

LA R/W LINE
TB=N86°13'40"E

EXISTING N'LY LA R/W LINE

TB=N84°38'41"E

Δ=00°29'12"(C)
L=94.81'(C)
R=11165.00'(C)
CD=94.81'(C)
CB=S84°53'17"W

Δ=02°11'16"(C)
L=427.25'(C)
R=11190.00'(C)
CD=427.23'(C)
CB=S86°26'49"W

DETAIL "B"
NOT TO SCALE

Δ=03°39'52"(C)
L=716.97'(C)
R=11210.00'(C)
CD=716.85'(C)
CB=N88°29'23"E

LA R/W LINE

P.O.B. PART G

PCC C-6 PRC C-7

51-131G

322.37'(C)

389.94'(C)
N89°36'06"W

Δ=01°04'14"(C)
L=208.84'(C)
R=11177.00'(C)
CD=208.84'(C)
CB=S89°51'47"W

PC

EXISTING N'LY LA R/W LINE

N89°36'06"W
67.56'(C)

SEE SHEETS 1-4 FOR LEGAL DESCRIPTION
SEE SHEET 6 FOR LEGEND

SECTION 35, TOWNSHIP 23 SOUTH, RANGE 26 EAST

DATE	MARCH 18, 2025
DRAWN BY	P. MCANALLY
CHECKED BY	J. CAMPBELL
GEODATA PROJECT NO.	840-01

REVISION	BY	DATE

GEODATA CONSULTANTS, INC.
SURVEYING & MAPPING
1349 S INTERNATIONAL PKWY
SUITE 2401
LAKE MARY, FLORIDA 32746
VOICE: (407) 732-6965 FAX: 878-0841
LAND SURVEYOR BUSINESS
LICENSE NO. 6556

SKETCH OF DESCRIPTION
(THIS IS NOT A BOUNDARY SURVEY)

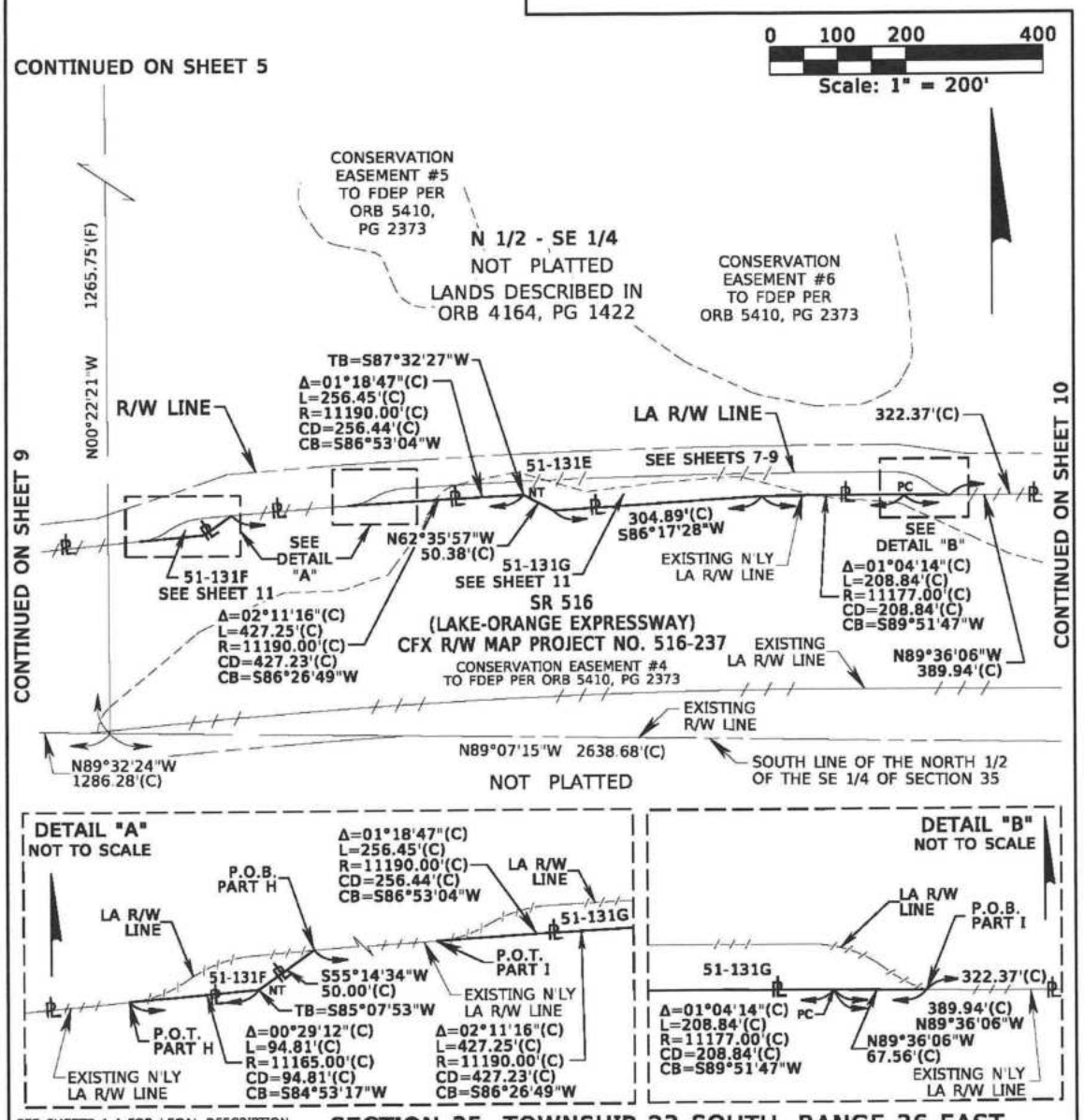
SR 516 (LAKE-ORANGE EXPRESSWAY)
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
LAKE COUNTY, FLORIDA

PARCEL
51-131E/F/G

SCALE: 1"=200'

SHEET 11 OF 12

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 516 (LAKE-ORANGE EXPRESSWAY)
PROJECT NO. 516-237
PARCEL NO. 51-131 PARTS H & I
RELEASE OF LIMITED ACCESS RIGHTS



SEE SHEETS 1-4 FOR LEGAL DESCRIPTION
SEE SHEET 6 FOR LEGEND

SECTION 35, TOWNSHIP 23 SOUTH, RANGE 26 EAST

DATE	MARCH 18, 2025
DRAWN BY	P. MCANALLY
CHECKED BY	J. CAMPBELL
GEODATA PROJECT NO	840-01

REVISION	BY	DATE

GEODATA CONSULTANTS, INC.
SURVEYING & MAPPING
1349 S INTERNATIONAL PKWY
SUITE 2401
LAKE MARY, FLORIDA 32746
VOICE: (407) 732 6965 FAX: 878-0841
LAND SURVEYOR BUSINESS
LICENSE NO. 6556

SKETCH OF DESCRIPTION
(THIS IS NOT A BOUNDARY SURVEY)

SR 516 (LAKE-ORANGE EXPRESSWAY)
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
LAKE COUNTY, FLORIDA

PARCEL
51-131E/F/G

SCALE: 1"=200'

SHEET 12 OF 12

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 516 (LAKE-ORANGE EXPRESSWAY)
PROJECT NO. 516-237
PARCEL NO. 51-132C
PURPOSE: RIGHT OF WAY
ESTATE: FEE SIMPLE

A parcel of land lying in Section 36, Township 23 South, Range 26 East, Lake County, Florida, being a portion of those lands described in Official Records Book 2173, page 1347 of the Public Records of Lake County, Florida, and more particularly described as follows:

Commence at a 5/8-inch iron rod with cap stamped "BOYLE ENGR. CORP."marking the Northwest corner of the Southwest 1/4 of Section 36, Township 23 South, Range 26 East, Lake County, Florida; thence run South 00°16'58" East along the West line of said Southwest 1/4 a distance of 740.99 feet for a POINT OF BEGINNING; thence continue South 00°16'58" East along said West line a distance of 58.08 feet to a point on the existing Northerly Limited Access Right of Way line of State Road 516 (Lake-Orange Expressway) according to Order of Taking Case No. 2023 CA 02713 AXXX XX filed in Open Court of the Fifth Judicial Circuit in and for Lake County, Florida, on November 28, 2023, being the beginning of a non-tangent curve concave Northerly, having a radius of 2204.00 feet and a chord bearing and distance of North 66°19'23" East 495.71 feet; thence departing said West line run Easterly along said existing Northerly Limited Access Right of Way line the following eleven (11) courses and distances: from a tangent bearing of North 72°46'48" East, run Easterly along the arc of said curve through a central angle of 12°54'51" a distance of 496.77 feet to the end of said curve; thence South 48°12'01" East a distance of 63.72 feet to the beginning of a non-tangent curve concave Northwesterly, having a radius of 2264.67 feet and a chord bearing and distance of North 57°01'53" East 184.51 feet; thence from a tangent bearing of North 59°21'58" East, run Northeasterly along the arc of said curve through a central angle of 04°40'09" a distance of 184.56 feet to the end of said curve; thence North 53°22'48" East a distance of 217.56 feet; thence North 54°41'48" East a distance of 31.35 feet; thence North 68°37'55" East a distance of 20.76 feet; thence North 54°41'48" East a distance of 257.82 feet to the point of curvature of a curve concave Southeasterly and having a radius of 2319.33 feet and a chord bearing and distance of North 57°50'20"East 254.26 feet; thence run Northeasterly along the arc of said curve through a central angle of 06°17'03" a distance of 254.39 feet to the end of said curve; thence North 07°32'05" East a distance of 75.00 feet to the beginning of a non-tangent curve concave Southeasterly, having a radius of 2380.00 feet and a chord bearing and distance of North 64°04'33" East 167.74 feet; thence from a tangent bearing of

LEGAL DESCRIPTION CONTINUED ON NEXT PAGE

NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE BEARINGS SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, WITH THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 23 SOUTH, RANGE 26 EAST, HAVING A BEARING OF SOUTH 89°37'07" EAST.
3. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY CHRISTOPHER J. LEFTAKIS ON MARCH 18, 2025.
4. THIS SKETCH MAY HAVE BEEN REDUCED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.
5. ALL RECORDING REFERENCES SHOWN ON THIS SKETCH REFER TO THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
6. THIS SKETCH OF DESCRIPTION WAS PREPARED WITH THE BENEFIT OF ALTA COMMITMENT FOR TITLE INSURANCE PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, FILE NO. 2037-5086329, EFFECTIVE DATE MAY 16, 2022, UPDATED APRIL 5, 2023.
7. THIS SKETCH IS NOT A SURVEY.

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472 OF THE FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED BY:

CHRISTOPHER J. LEFTAKIS LICENSE NUMBER LS 6556 STATE OF FLORIDA

Digitally signed by Christopher J Leftakis
DN: c=US, o=Florida, dnQualifier=A01410D000001812054F18100022F25, cn=Christopher J Leftakis
Date: 2025.03.18 12:03:06 -04'00'

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED. THE SIGNATURE MUST BE VERIFIED ON THE ELECTRONIC DOCUMENTS.

CHRISTOPHER J. LEFTAKIS,
PROFESSIONAL SURVEYOR & MAPPER No. 6556

SEE SHEETS 3-5 FOR SKETCH OF DESCRIPTION, SEE SHEET 4 FOR LEGEND

DATE	MARCH 18, 2025
DRAWN BY	P. MCANALLY
CHECKED BY	J. CAMPBELL
GEODATA PROJECT NO	840-01

REVISION	BY	DATE

GEODATA CONSULTANTS, INC.
SURVEYING & MAPPING
1349 S INTERNATIONAL PKWY
SUITE 2401
LAKE MARY, FLORIDA 32746
VOICE: (407) 732-6965 FAX: 878-0841
LAND SURVEYOR BUSINESS
LICENSE NO. 6556

SKETCH OF DESCRIPTION
(THIS IS NOT A BOUNDARY SURVEY)

SR 516 (LAKE-ORANGE EXPRESSWAY)
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
LAKE COUNTY, FLORIDA

PARCEL
51-132C

SCALE: N/A

SHEET 1 OF 5

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 516 (LAKE-ORANGE EXPRESSWAY)
PROJECT NO. 516-237
PARCEL NO. 51-132C
PURPOSE: RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION CONTINUED:

of North 62°03'23" East, run Northeasterly along the arc of said curve through a central angle of 04°02'20" a distance of 167.77 feet to the beginning of a non-tangent curve concave Southeasterly, having a radius of 2382.52 feet and a chord bearing and distance of North 66°21'47" East 218.60 feet; thence from a tangent bearing of North 63°44'01" East, run Northeasterly along the arc of said curve through a central angle of 05°15'32" a distance of 218.67 feet to the end of said curve and the beginning of a non-tangent curve concave Southerly, having a radius of 2389.00 feet and a chord bearing and distance of South 70°08'49" West 99.93 feet; thence departing said existing Northerly Limited Access Right of Way line from a tangent bearing of South 71°20'43" West, run Westerly along the arc of said curve through a central angle of 02°23'48" a distance of 99.94 feet to the point of tangency; thence South 68°56'54" West a distance of 119.56 feet; thence South 63°44'01" West a distance of 208.51 feet; thence South 07°32'05" West a distance of 41.43 feet to the beginning of a non-tangent curve concave Southeasterly, having a radius of 2359.33 feet and a chord bearing and distance of South 57°35'37" West 238.47 feet; thence from a tangent bearing of South 60°29'25" West, run Southwesterly along the arc of said curve through a central angle of 05°47'37" a distance of 238.57 feet to the point of tangency; thence South 54°41'48" West a distance of 526.83 feet to the point of curvature of a curve concave Northwesterly and having a radius of 2224.67 feet and a chord bearing and distance of South 56°39'18" West 152.03 feet; thence run Southwesterly along the arc of said curve through a central angle of 03°54'59" a distance of 152.06 feet to the end of said curve; thence North 48°12'01" West a distance of 37.29 feet to the beginning of a non-tangent curve concave Northwesterly, having a radius of 2189.00 feet and a chord bearing and distance of South 63°21'05" West 340.14 feet; thence from a tangent bearing of South 58°53'43" West, run Southwesterly along the arc of said curve through a central angle of 08°54'43" a distance of 340.49 feet to the end of said curve; thence South 83°22'29" West a distance of 175.82 feet to the POINT OF BEGINNING.

Containing 1.285 acres, more or less.

SEE SHEETS 3-5 FOR SKETCH OF DESCRIPTION, SEE SHEET 4 FOR LEGEND

DATE	MARCH 18, 2025
DRAWN BY	P. MCANALLY
CHECKED BY	J. CAMPBELL
GEODATA PROJECT NO.	840-01

REVISION	BY	DATE

GEODATA CONSULTANTS, INC.
SURVEYING & MAPPING
1349 S INTERNATIONAL PKWY
SUITE 2401
LAKE MARY, FLORIDA 32746
VOICE: (407) 732 6965 FAX: 878-0841
LAND SURVEYOR BUSINESS
LICENSE NO. 6556

SKETCH OF DESCRIPTION
(THIS IS NOT A BOUNDARY SURVEY)

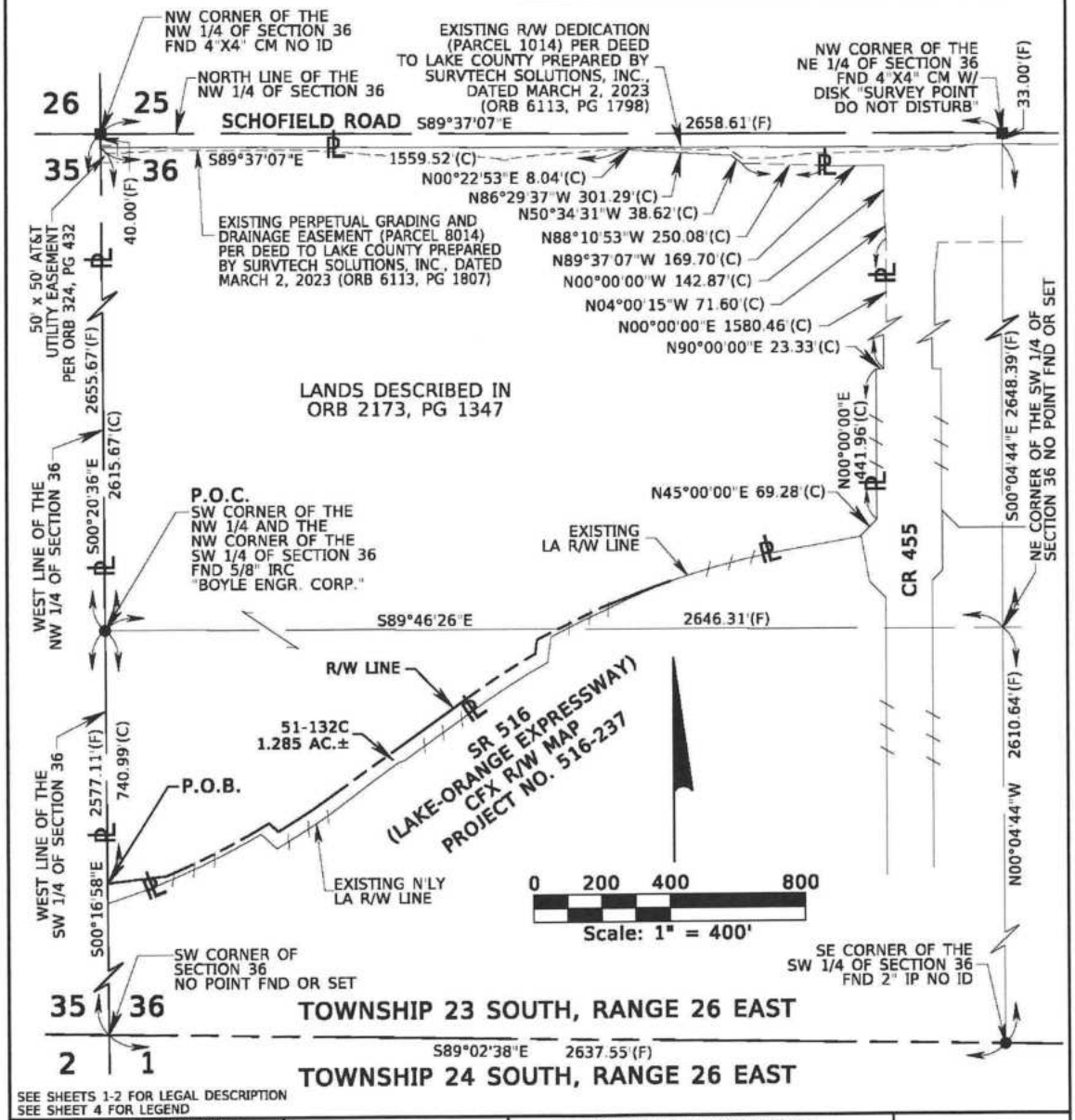
SR 516 (LAKE-ORANGE EXPRESSWAY)
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
LAKE COUNTY, FLORIDA

PARCEL
51-132C

SCALE: N/A

SHEET 2 OF 5

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 516 (LAKE-ORANGE EXPRESSWAY)
PROJECT NO. 516-237
PARCEL NO. 51-132C



SEE SHEETS 1-2 FOR LEGAL DESCRIPTION
SEE SHEET 4 FOR LEGEND

DATE	MARCH 18, 2025
DRAWN BY	P. MCANALLY
CHECKED BY	J. CAMPBELL
GEODATA PROJECT NO	840-01

REVISION	BY	DATE

GEODATA CONSULTANTS, INC.
SURVEYING & MAPPING
1349 S INTERNATIONAL PKWY
SUITE 2401
LAKE MARY, FLORIDA 32746
VOICE: (407) 732-0965 FAX: 878-0841
LAND SURVEYOR BUSINESS
LICENSE NO. 6556

SKETCH OF DESCRIPTION
(THIS IS NOT A BOUNDARY SURVEY)

SR 516 (LAKE-ORANGE EXPRESSWAY)
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
LAKE COUNTY, FLORIDA

PARCEL
51-132C

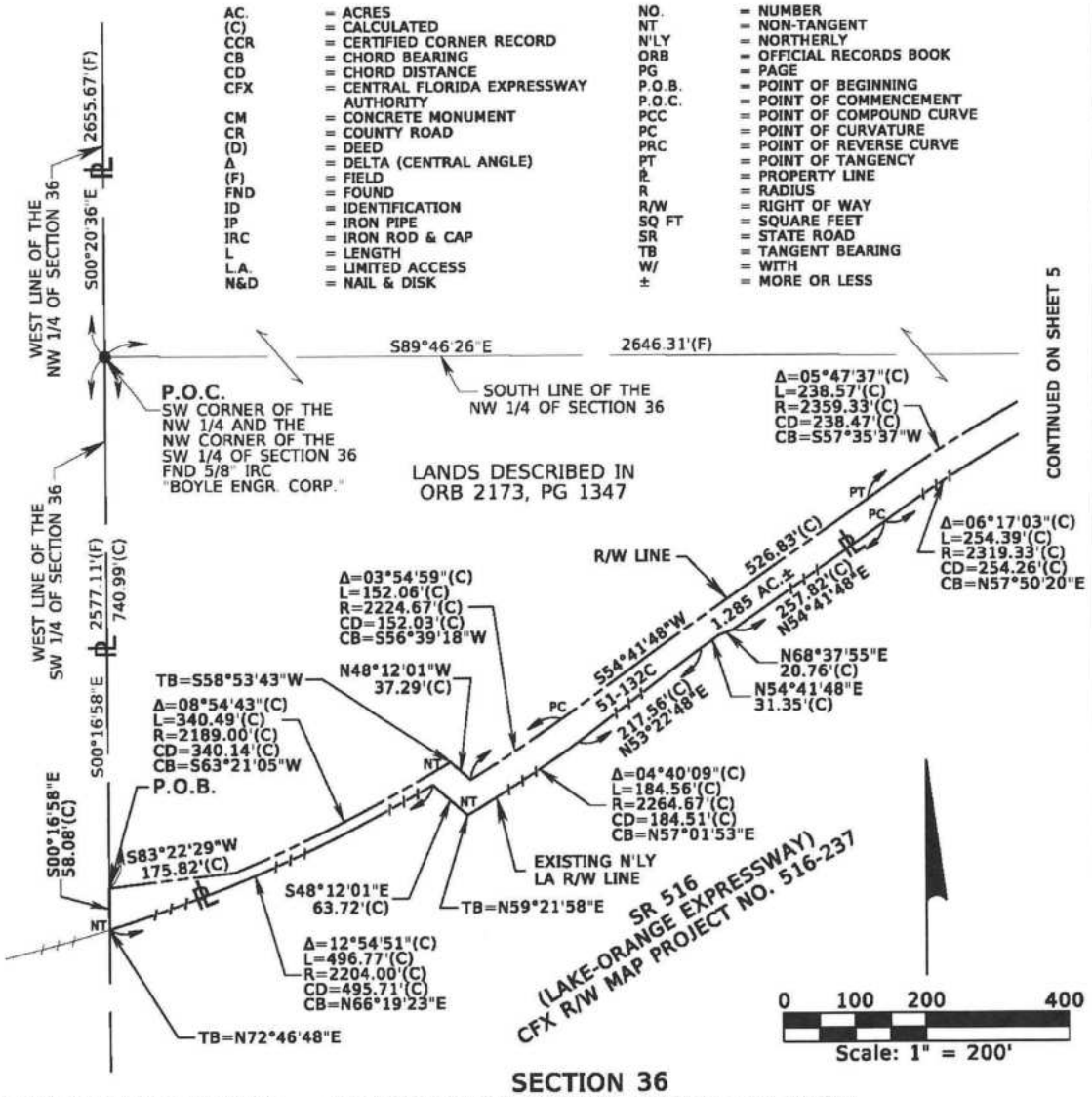
SCALE: 1"=400'

SHEET 3 OF 5

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 516 (LAKE-ORANGE EXPRESSWAY)
PROJECT NO. 516-237
PARCEL NO. 51-132C

LEGEND AND ABBREVIATIONS

AC.	= ACRES	NO.	= NUMBER
(C)	= CALCULATED	NT	= NON-TANGENT
CCR	= CERTIFIED CORNER RECORD	N'LY	= NORTHERLY
CB	= CHORD BEARING	ORB	= OFFICIAL RECORDS BOOK
CD	= CHORD DISTANCE	PG	= PAGE
CFX	= CENTRAL FLORIDA EXPRESSWAY AUTHORITY	P.O.B.	= POINT OF BEGINNING
		P.O.C.	= POINT OF COMMENCEMENT
CM	= CONCRETE MONUMENT	PCC	= POINT OF COMPOUND CURVE
CR	= COUNTY ROAD	PC	= POINT OF CURVATURE
(D)	= DEED	PRC	= POINT OF REVERSE CURVE
Δ	= DELTA (CENTRAL ANGLE)	PT	= POINT OF TANGENCY
(F)	= FIELD	℄	= PROPERTY LINE
FND	= FOUND	R	= RADIUS
ID	= IDENTIFICATION	R/W	= RIGHT OF WAY
IP	= IRON PIPE	SQ FT	= SQUARE FEET
IRC	= IRON ROD & CAP	SR	= STATE ROAD
L	= LENGTH	TB	= TANGENT BEARING
L.A.	= LIMITED ACCESS	W/	= WITH
N&D	= NAIL & DISK	±	= MORE OR LESS



SECTION 36
TOWNSHIP 23 SOUTH, RANGE 26 EAST

SEE SHEETS 1-2 FOR LEGAL DESCRIPTION
SEE SHEET 4 FOR LEGEND

DATE	MARCH 18, 2025
DRAWN BY	P. MCANALLY
CHECKED BY	J. CAMPBELL
GEODATA PROJECT NO	840-01

REVISION	BY	DATE

GEODATA CONSULTANTS, INC.
SURVEYING & MAPPING
1349 S INTERNATIONAL PKWY
SUITE 2401
LAKE MARY, FLORIDA 32746
VOICE: (407) 732-6965 FAX: 878-0841
LAND SURVEYOR BUSINESS
LICENSE NO. 6556

SKETCH OF DESCRIPTION
(THIS IS NOT A BOUNDARY SURVEY)

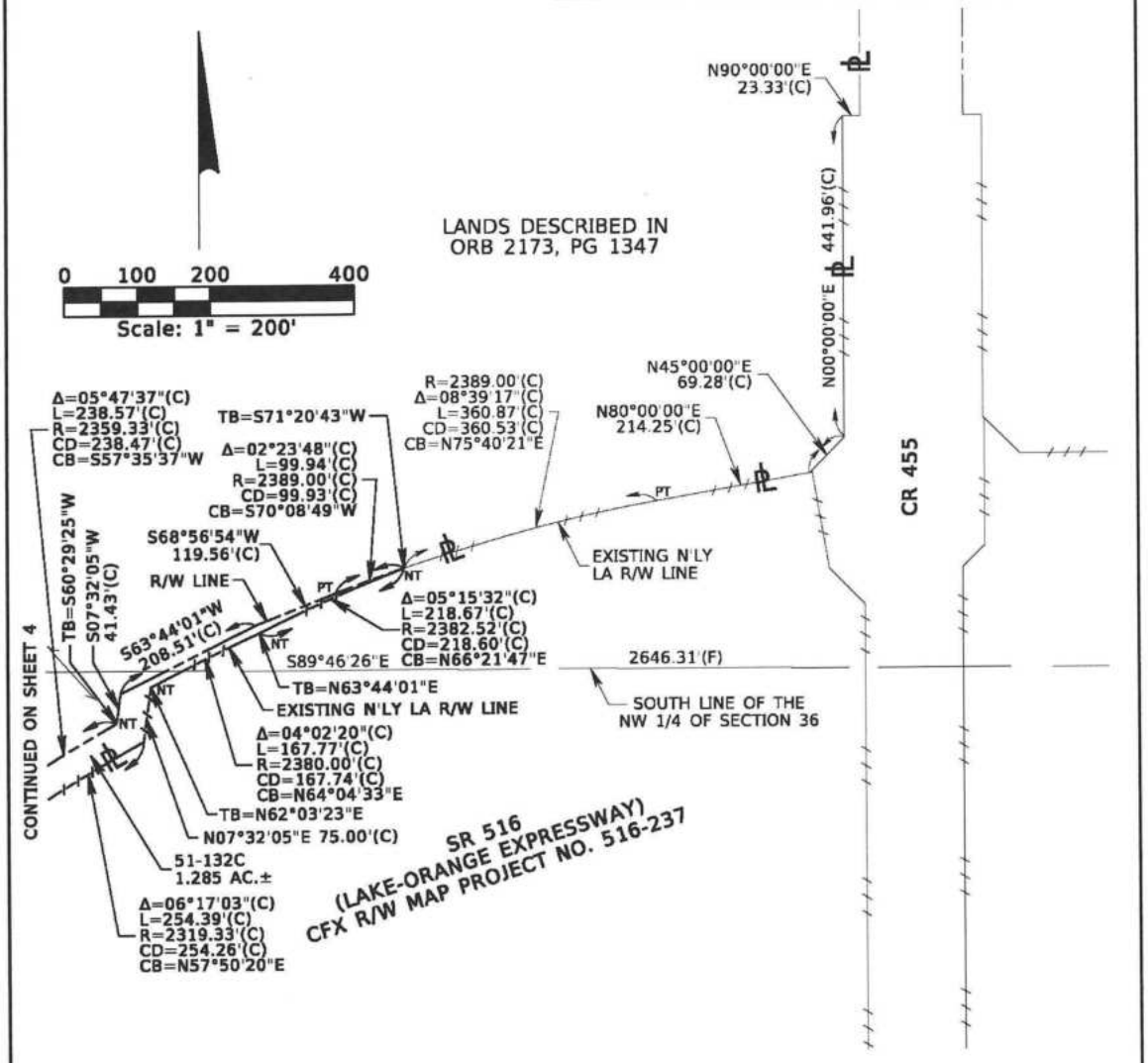
SR 516 (LAKE-ORANGE EXPRESSWAY)
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
LAKE COUNTY, FLORIDA

PARCEL
51-132C

SCALE: 1"=200'

SHEET 4 OF 5

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 516 (LAKE-ORANGE EXPRESSWAY)
PROJECT NO. 516-237
PARCEL NO. 51-132C



SECTION 36
TOWNSHIP 23 SOUTH, RANGE 26 EAST

SEE SHEETS 1-2 FOR LEGAL DESCRIPTION
SEE SHEET 4 FOR LEGEND

DATE	MARCH 18, 2025
DRAWN BY	P. MCANALLY
CHECKED BY	J. CAMPBELL
GEODATA PROJECT NO	840-01

REVISION	BY	DATE

GEODATA CONSULTANTS, INC.
SURVEYING & MAPPING
1349 S INTERNATIONAL PKWY
SUITE 2401
LAKE MARY, FLORIDA 32746
VOICE: (407) 732-0963 FAX: 878-0841
LAND SURVEYOR BUSINESS
LICENSE NO. 6556

SKETCH OF DESCRIPTION
(THIS IS NOT A BOUNDARY SURVEY)

SR 516 (LAKE-ORANGE EXPRESSWAY)
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
LAKE COUNTY, FLORIDA

PARCEL
51-132C

SCALE: 1"=200'

SHEET 5 OF 5

CONSENT AGENDA ITEM
#24

MEMORANDUM

TO: CFX Board Members

FROM: Cristina T. Berrios
Deputy General Counsel

DATE: June 2, 2025

SUBJECT: Approval of the Resolution of the Central Florida Expressway Authority ("CFX") Declaring Property as Necessary for Acquisition for Expressway System Project: SR 408 Widening Project, Segment 408-315A, Parcel 31-203

Board approval of the Resolution of CFX Declaring Property as Necessary for Acquisition for Expressway System Project: SR 408 Widening Project, Segment 408-315A, Parcel 31-203, is requested.

The Resolution was recommended for Board approval by the Right of Way Committee on May 28, 2025.

Segment 408-315A: *Parcel 31-203*

DAVID A. SHONTZ
PARTNER
Shutts & Bowen LLP
300 SOUTH ORANGE AVENUE
SUITE 1600
ORLANDO, FL 32801
DIRECT (407) 835-6722
EMAIL DShontz@shutts.com

MEMORANDUM

TO: Central Florida Expressway Authority Board Members

FROM: David A. Shontz, Esq.
Right-of-Way Counsel
Shutts & Bowen LLP

DATE: May 22, 2025

SUBJECT: Resolution of Central Florida Expressway Authority ("CFX") Declaring Property as Necessary for Acquisition for Expressway System Project: State Road 408 Widening Project, Segment 408-315A

Shutts & Bowen LLP, as Right-of-Way counsel, submits the attached Resolution and requests the Board approve the adoption of this Resolution for the acquisition of Parcel 31-203 for the construction of the State Road 408 Widening, Segment 408-315A.

DESCRIPTION AND BACKGROUND:

The Resolution is being sought in accordance with applicable Florida law governing eminent domain and acquisition of property interests by public bodies having eminent domain authority. The Resolution is also being sought as a step in the process of acquisition of real property interest consistent with the CFX Property Acquisition and Disposition Manual.

Acquisition of the following parcel is necessary for the construction of the State Road 408 Widening Project, Segment 408-315A:

1. Parcel 31-203 is a fee simple acquisition of 3,267 square feet, more or less, from property located in Orange County, Florida;

REQUESTED ACTION:

Right-of-Way counsel respectfully requests the Board adopt the attached Resolution to allow acquisition of Parcel 31-203 for the construction of State Road 408 Widening Project, Segment 408-315A.

ATTACHMENTS:

Resolution for Parcel 31-203

Resolution No. 2025 - _____
Project No. 408-315A
Parcel 31-203

**A RESOLUTION OF THE
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
DECLARING PROPERTY AS NECESSARY FOR THE EXPRESSWAY SYSTEM**

WHEREAS, the Central Florida Expressway Authority ("CFX"), is empowered by Chapter 348, Part III, Florida Statutes, to acquire, hold, construct, improve, maintain, and operate the Central Florida Expressway System (the "Expressway System"), and is further authorized to construct any extensions, additions or improvements to the Expressway System or appurtenant facilities, including all necessary approaches, roads, bridges and avenues of access, with such changes, modifications, or revisions of the project as shall be deemed desirable and proper; and

WHEREAS, the Expressway System is defined under Section 348.752(5), Florida Statutes, as any and all expressways and appurtenant facilities thereto, but not limited to, all approaches, roads, bridges, and avenues of access for the expressway or expressways. Furthermore, Section 348.759(1), Florida Statutes, empowers CFX to acquire private or public property and property rights as CFX may deem necessary for any purpose, including, but not limited to, areas necessary for management of access and water retention areas. Section 348.754(1)(b), Florida Statutes, also empowers CFX to construct any extensions, additions or improvements to the Expressway System or appurtenant facilities, including all necessary approaches, roads, bridges, and avenues of access, with such changes, modifications or revisions of the project as shall be deemed desirable and proper; and

WHEREAS, in furtherance of such authorization, CFX has been granted the right to acquire private and public property and property rights, including rights of access, air, view, and light, by gift, devise, purchase, or condemnation by eminent domain proceedings; and

WHEREAS, CFX has determined that it is necessary and in the public interest to make certain additions, extensions and improvements to the Expressway System, including the State Road 408 Widening Project, 408-315A, and CFX has determined that to do so it is necessary and in the public interest that CFX obtain certain parcels of land in Orange County, Florida in fee simple, easement, temporary construction easement, and water retention areas, as listed in **Exhibit "A"** ("**Property**").

NOW, THEREFORE, BE IT RESOLVED BY THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY AS FOLLOWS:

Section 1. That for the above reasons, CFX hereby declares it is reasonably necessary, practical and in the best interest of the public and CFX that the fee simple interest, easement, temporary construction easement, water retention areas, and such other property interests as may be within the scope of the descriptions set forth in **Exhibit "A"** attached hereto be acquired in the name of CFX by gift, devise, purchase, eminent domain proceedings, or otherwise over and upon

those certain parcels or tracts of land, situated, lying and being in Orange County, Florida heretofore as described in the **Exhibit "A"** attached hereto and incorporated herein by reference.

Section 2. CFX, its officers, employees, agents, and attorneys are hereby authorized and directed to proceed to take the necessary steps to institute and prosecute such necessary actions and proceedings as may be proper for the acquisition of the fee simple interest, easement, temporary construction easement, water retention areas, and such other property interests as described in the attached **Exhibit "A"** by gift, devise, purchase, eminent domain proceedings or otherwise, and to prepare, sign, execute, serve, publish, and file in the name of CFX all eminent domain papers, affidavits and pleadings, and its attorneys are authorized to have prepared such other instruments and documents as may be necessary in connection herewith.

Section 3. This Resolution shall take effect immediately upon adoption by the CFX governing Board.

ADOPTED this _____ day of _____, 2025.

_____
Christopher Maier, Chairman

ATTEST: _____
Regla ("Mimi") Lamaute
Manager of Board Services

Approved as to form and legality for the exclusive use and reliance of CFX

_____
David A. Shontz, Esq, Right-of-Way Counsel

EXHIBIT "A"

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
S.R. 408 PROJECT NO. 408-315
PARCEL NO. 31-203
PURPOSE: RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:

A portion of Lot 10, Block G, West Orlando Subdivision, according to the plat thereof, as recorded in Plat Book J, Page 114 of the Public Records of Orange County, Florida, also being a portion of lands described in official records book 10621, page 2938 of the Public Records of Orange County, Florida, being more particularly described as follows:

Commence at the Northwest corner of Block G, West Orlando Subdivision, according to the plat thereof, as recorded in Plat Book J, Page 114 of the Public Records of Orange County, Florida, said point being a found bent 1/2" iron pipe with no identification; thence run South 00°31'22" East along the West line of said Block G, a distance of 171.53 feet to the Northwest Corner of Lot 9, of said Block G; thence South 89°18'02" East along the North line of said Lot 9, a distance of 45.05 feet to the POINT OF BEGINNING, said point being the Northwest corner of Lot 10; thence continue South 89°18'02" East along the North line of said Lot 10, a distance of 45.07 feet to the Northeast corner of said Lot 10; thence South 00°27'02" East along the East line of said Lot 10, a distance of 72.27 feet to a point on the existing North Limited Access Right of Way line of State Road 408, per Florida Department of Transportation Right of Way Map, Financial Project 242484-4; thence departing said East line, run North 89°59'57" West along said North Limited Access Right of Way line a distance of 45.01 feet to a point on the West line of said Lot 10; thence departing said North Limited Access Right of Way line, North 00°29'24" West along said West line, a distance of 72.82 feet to the POINT OF BEGINNING.

Contains 3267 square feet, more or less.

GENERAL NOTES:

1. THE BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF LOTS 9 AND 10, BLOCK G PLAT BOOK J, PAGE 114, WITH A BEARING OF S89°18'02"E (BASIS OF BEARINGS).

2. THIS SKETCH OF DESCRIPTION WAS PREPARED WITH THE BENEFIT OF A TITLE SEARCH REPORT PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, FILE NO. 2037-6094214.

3. THIS SKETCH OF DESCRIPTION DOES NOT CONSTITUTE A BOUNDARY SURVEY.

4. ADDITIONS OR DELETIONS TO THIS SKETCH OF DESCRIPTION BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

Bobby Paulk
2022.12.15
14:46:50-05'00'

BOBBY J. PAULK, P.S.M. **DATE**
LICENSE NUMBER 6691

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SEE SHEET 2 LEGEND AND ABBREVIATIONS
SEE SHEET 3 FOR SKETCH OF DESCRIPTION

DATE	DECEMBER 5, 2022
DRAWN BY	B PAULK
CHECKED BY	F LOPEZ
DRMP PROJECT NO	19-0650.000

REVISION	BY	DATE

SKETCH PREPARED BY
DRMP
841 LAKE BALDWIN LANE
ORLANDO, FLORIDA 32814
(407) 896-0594
CERTIFICATION OF AUTHORIZATION NO. LB 2648

SKETCH OF DESCRIPTION
(THIS IS NOT A BOUNDARY SURVEY)

S.R. 408
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL 31-203

SCALE: N.T.S.

SHEET 1 OF 3

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
S.R. 408 PROJECT NO. 408-315
PARCEL NO. 31-203
PURPOSE: RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGEND AND ABBREVIATIONS

AC	= ACRES	(P)	= PLAT
C.B.	= CHORD BEARING	P.O.B.	= POINT OF BEGINNING
C.D.	= CHORD DISTANCE	P.C.	= POINT OF CURVATURE
CONC.	= CONCRETE	P.C.C.	= POINT OF COMPOUND CURVATURE
COR.	= CORNER	P.I.	= POINT OF INTERSECTION
CMON	= CONCRETE MONUMENT	P.O.C.	= POINT OF COMMENCEMENT
Δ	= CURVE DELTA ANGLE	P.O.T.	= POINT ON TANGENT
FND	= FOUND	P.R.C.	= POINT OF REVERSE CURVATURE
ID	= IDENTIFICATION	P.T.	= POINT OF TANGENCY
IP	= IRON PIPE	R	= RADIUS
IRC	= IRON ROD AND CAP	RD	= ROAD
L	= LENGTH OF CURVE	RGE.	= RANGE
LB	= LICENSED BUSINESS	R/W	= RIGHT OF WAY
L/A	= LIMITED ACCESS	SEC.	= SECTION
NO.	= NUMBER	SF	= SQUARE FEET
N/A	= NOT APPLICABLE	S.R.	= STATE ROAD
NLD	= NAIL & DISK	SRD	= STATE ROAD DEPARTMENT
NT	= NOT TANGENT	T	= TANGENT
N.T.S.	= NOT TO SCALE	TWP.	= TOWNSHIP
O.R.B.	= OFFICIAL RECORD BOOK	T.B.	= TANGENT BEARING
PG	= PAGE	R/W LINE	= ——— — — ———
PSM	= PROFESSIONAL SURVEYOR AND MAPPER	L/A R/W LINE	= ———/—/—/———
℄	= PROPERTY LINE		

SEE SHEET 1 FOR GENERAL NOTES & LEGAL DESCRIPTION
SEE SHEET 3 FOR SKETCH OF DESCRIPTION

DATE	DECEMBER 5, 2022
DRAWN BY	B PAULK
CHECKED BY	F LOPEZ
DRMP PROJECT NO	19-0650.000

REVISION	BY	DATE

SKETCH PREPARED BY
DRMP
841 LAKE BALDWIN LANE
ORLANDO, FLORIDA 32814
(407) 896-0594
CERTIFICATION OF AUTHORIZATION NO. LB 2648

SKETCH OF DESCRIPTION
(THIS IS NOT A BOUNDARY SURVEY)

S.R. 408
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL
31-203

SCALE: N.T.S.

SHEET 2 OF 3

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
S.R. 408 PROJECT NO. 408-315
PARCEL NO. 31-203
PURPOSE: RIGHT OF WAY
ESTATE: FEE SIMPLE

SEE SHEET 1 FOR GENERAL NOTES
SEE SHEET 2 FOR LEGEND AND ABBREVIATIONS
SEE SHEETS 1-2 FOR LEGAL DESCRIPTION

DATE	DECEMBER 5, 2022
DRAWN BY	B PAULK
CHECKED BY	F LOPEZ
DRMP PROJECT NO	19-0650.000

REVISION	BY	DATE

SKETCH PREPARED BY
DRMP
941 LAKE BALDWIN LANE
ORLANDO, FLORIDA 32814
(407) 896-0594
CERTIFICATION OF
AUTHORIZATION NO. LB 2648

SKETCH OF DESCRIPTION
(THIS IS NOT A BOUNDARY SURVEY)

S.R. 408
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL
31-203

SCALE: 1"=40'

SHEET 3 OF 3

CONSENT AGENDA ITEM
#25

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement

DATE: May 26, 2025

SUBJECT: Approval of Supplemental Agreement No. 3 with VGS Infrastructure Services, Inc. for Systemwide Facilities Maintenance Services
Contract No. 001910

Board approval of Supplemental Agreement No. 3 with VGS Infrastructure Services, Inc. in the amount of $251,365.00 is requested. The original contract was for five years with five one-year renewals.

The work to be performed includes replacement of the toll gantry canopy at the Independence Mainline Plaza.

Original Contract	$12,430,000.00
First Amendment	$ 0.00
Supplemental Agreement No. 1	$ 205,000.00
Supplemental Agreement No. 2	$ 325,000.00
Supplemental Agreement No. 3	$ 251,365.00
Total	$13,211,365.00

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. 3

between

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

and

VGS INFRASTRUCTURE SERVICES, INC.

regarding

CONTRACT NO. 001910

relating to the provision of

SYSTEMWIDE FACILITIES MAINTENANCE SERVICES

THIS THIRD SUPPLEMENTAL AGREEMENT (**"**Third Supplement**"**) is made and entered into by and between **CENTRAL FLORIDA EXPRESSWAY AUTHORITY** (**"CFX"**), a corporate body and agency of the State of Florida, and **VGS INFRASTRUCTURE SERVICES, INC.**, (**"Contractor"**) in consideration of the mutual covenants contained herein and for other good and valuable considerations, the receipt and sufficiency of which are hereby mutually acknowledged. CFX and Contractor are referred to herein sometimes as a **"Party"** or the **"Parties."**

RECITALS

A. On June 9, 2022, CFX AND Contractor executed an Agreement for Systemwide Facilities Maintenance Services, as amended or supplemented by that certain Supplemental Agreement No. 1 dated August 10, 2023 and Supplemental Agreement No. 2 dated September 14, 2023 (**"**collectively, Agreement**"**); and.

B. On November 22, 2023, Contractor officially changed its legal registered name to VGS Infrastructure Services, Inc.

C. CFX desires to amend the Agreement to add to the Scope of Services.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Third Supplement, 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. **Amendments.** The following amendments are hereby made to the Agreement:

a) Exhibit "A," Scope of Services of the Agreement is hereby amended to include the additional services of the replacement of the Toll Gantry Canopy at the Independence Mainline Plaza .

b) Exhibit "B," Method of Compensation of the Agreement, is hereby amended to increase the Total Contract Amount by $251,365.00, which amount is comprised of ($212,000.00 for the canopy replacement; an estimated $25,000.00 allowance for MOT and $14,365.00 for allowable mark-up) to $13,211,365.00.

3. **Effect on Agreement.** All terms and conditions of the Agreement 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 Third Supplement and the Agreement, the provisions of this Third Supplement shall take precedence.

4. **Counterpart and Electronic Signatures.** This Third Supplement 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.

5. **Entire Agreement.** This Third Supplement, and any documents incorporated, referenced, or attached hereto, contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and/or warranties, whether oral or written, of either of the Parties.

6. **Electronic Signatures.** Each Party hereby agrees that this Third Supplement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Third Supplement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

7. **Effective Date.** This Third Supplement shall be effective as of the latest day of execution.

IN WITNESS WHEREOF, the Parties have made and executed this Third Supplement: Central Florida Expressway Authority, signing by and through its Director of Procurement, authorized to execute same by Board action on June 12, 2025 and VGS Infrastructure Services, Inc. signing through its undersigned signatory, duly authorized to execute same.

VGS INFRASTRUCTURE SERVICES, INC.

By:_____

Print Name:_____

Title: _____

Date:_____

ATTEST:_____(SEAL)
Secretary or Notary

If individual, furnish two witnesses:

By:_____

Print Name:_____

By:_____

Print Name:_____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____

Print Name: Aneth Williams

Title: Director of Procurement

Date: _____

Reviewed and approved as to form for the exclusive reliance of CFX:

By: _____
Cristina T. Berrios
CFX Deputy General Counsel

Date: _____

NAME CHANGE AGREEMENT

WHEREAS, on June 9, 2022 Central Florida Expressway Authority, a body politic and agency of the State of Florida, hereinafter referred to as "CFX", and Louis Berger Hawthorne Services, Inc. ("the CONTRACTOR"), entered into an Agreement, and amendments thereto, whereby the CONTRACTOR would perform Systemwide Facilities Maintenance Services.

WHEREAS, on November 22, 2023, the CONTRACTOR officially changed its legal registered name to VGS Infrastructure Services, Inc..; as evidenced by the Florida Division of Corporation's filing attached hereto as "Attachment 1" and the letter received by CFX from CONTRACTOR on January 17, 2024 attached hereto as "Attachment 2". The parties hereby agree that Contract 001910 shall be amended to replace all references to LOUIS BERGER HAWTHORNE SERVICES, INC. with VGS INFRASTRUCTURE SERVICES, INC., and

WHEREAS, VGS Infrastructure Services, Inc. will continue to perform all of its duties, responsibilities, and obligations under the Agreement.

WHEREAS, CFX hereby consents to continuing the Agreement with VGS Infrastructure Services, Inc.

WHEREAS, where the term Louis Berger Hawthorne Services, Inc. shall appear in the original Agreement as amended, the term shall hereinafter mean and refer to VGS Infrastructure Services, Inc.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS except as expressly amended in this Agreement, all the remaining provisions of Contract 001910 shall remain in full force and effect.

IN WITNESS WHEREEOF, the CONTRACTOR caused these presents to be executed by their duly authorized officer this 17 day of July 2024.

District of Columbia
Signed and Sworn to (or affirmed) before me on 07/17/24 (Date)
by SHAKIRA FRESO
(Name(s) of Individual(s) Making Statement)
Signature of Notarial Officer:
Title of Office: ATTEST: SHAKIRA FRESO
My Commission Expires: 03/31/2029

CONTRACTOR:

VGS INFRASTRUCTURE SERVICES, INC.

BY: _____
Signature

James Jaska, President & Chief Executive Officer

CONSENT TO FAVOR AND FOREGOING NAME CHANGE
ON BEHALF OF CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: _____
Signature

Aneth Williams, Director of Procurement

Date: 8/26/2024

Approved as to form and execution, only.

_____
Deputy General Counsel for CFX on 8/23/24

"
ATTACHMENT 2"

1025 Vermont Ave NW
Suite 500
Washington, DC 20005
202.541.1010
info@versar.com

June 18, 2024

Don Budnovich
Director of Maintenance
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807
Donald.Budnovich@cfxway.com

Subject: Notification of Name Change – Contracts 1821 CFX Roadway & 1910 CFX Facilities

Dear Mr. Budnovich,

This letter serves as a formal notification of name change as it pertains to our contract in support of Contracts #1821 CFX Roadway & #1910 CFX Facilities.

On 4 August 2023, Louis Berger Hawthorne Services, Inc., as part of the entire Louis Berger Services family of companies, was acquired by Kingswood Capital-backed Versar Global Solutions, a global engineering, environmental, and security services platform, delivering high-value solutions to vital programs in the natural, built, and digital environments with over 50 years of experience.

On 20 November 2023, Louis Berger Hawthorne Services, Inc. filed a formal notice with the South Carolina Secretary of State changing its name to VGS Infrastructure Services, Inc, which has most recently been recognized by the Internal Revenue Service (IRS). This simple name change does not impact our tax ID, assets, management and key personnel, business systems, past performance experience, or capabilities.

If you have any questions, please do not hesitate to contact the undersigned at 703.587.2513 or victor.massaro@versar.com.

Thank you,

Victor Massaro
Vice President - Contracts

SUPPLEMENTAL AGREEMENT NO. 2

TO

FACILITIES MAINTENANCE SERVICES

CFX Systemwide Facilities Maintenance Services

THIS SUPPLEMENTAL AGREEMENT NO. 2 TO CONTRACT FOR CFX SYSTEMWIDE FACILITIES MAINTENANCE SERVICES ("Supplemental 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 the consulting firm of LOUIS BERGER HAWTHORNE SERVICES, INC., a foreign profit corporation, hereinafter called the "CONTRACTOR".

WHEREAS, CFX and CONTRACTOR entered into that certain Agreement for Facilities maintenance services between CFX and the CONTRACTOR, dated June 9, 2022; as amended and supplemented by that certain Supplemental Agreement No. 1 between CFX and CONTRACTOR dated August 10, 2023 (collectively, the "Agreement"); and

WHERAS, Articles 1.0 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, the compensation to be paid to the CONTRACTOR shall be subject to adjustment as shall be mutually agreed upon by CFX and the CONTRACTOR in this Supplemental Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Supplemental Agreement, CFX and the CONTRACTOR agree as follows:

1. Exhibit "B" of the Agreement is hereby amended as follows:
    a. The Work Order allowance is adjusted upward by $325,000.00 to $780,000.00.
    b. The Total Contract Amount is adjusted upward by $325,000.00 to $12,960,000.00.
2. All provisions of said Agreement, or any amendments or supplements thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and the Agreement, or any existing supplements or amendments thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be executed the day and year first above written.

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: _____
Aneth Williams, Director of Procurement

LOUIS BERGER HAWTHORNE SERVICES, INC.

By: _____
Print Name: Christopher Houghton
Title: Sr. Vice President

Approved as to form and execution for CFX's exclusive use and reliance.

By: _____
Jo O Thacker
Interim General Counsel

SUPPLEMENTAL AGREEMENT NO. 1

TO

AGREEMENT FOR

CFX Systemwide Facilities Maintenance Services

THIS SUPPLEMENTAL AGREEMENT NO. 1 TO CONTRACT FOR CFX SYSTEMWIDE FACILITIES MAINTENANCE SERVICES ("Supplemental Agreement") is made and entered into this 10th day of August 2023, by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called "CFX", and LOUIS BERGER HAWTHORNE SERVICES, INC., a foreign profit corporation, hereinafter called the "CONTRACTOR".

WHEREAS, CFX and CONTRACTOR entered into that certain Agreement for Facilities maintenance services between CFX and the CONTRACTOR, dated June 9, 2022; and

WHERAS, Articles 1.0 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, the compensation to be paid to the CONTRACTOR shall be subject to adjustment as shall be mutually agreed upon by CFX and the CONTRACTOR in this Supplemental Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Supplemental Agreement, CFX and the CONTRACTOR agree as follows:

1. Exhibit "B" of the Agreement is hereby amended as follows:

a. The Lump Sum Amount remain unchanged at $12,180,000.00.

b. The Work Order Allowance are adjusted upward by $205,000.00 to $455,000.00.

c. The Total Contract Amount is adjusted upward by $205,000.00 to $12,635,000.00.

2. All provisions of said Agreement, or any amendments or supplements thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and the Agreement, or any existing supplements or amendments thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be executed the day and year first above written.

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Date: 2023.08.30 11:27:14 -04'00'
Aneth Williams, Director of Procurement

LOUIS BERGER HAWTHORNE SERVICES, INC.

By: _____
Print Name: Christopher Houghton
Title: Sr. Vice President

Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this 28 day of August, 2023 for its exclusive use and reliance.

By: _____
Jo O. Thacker, Interim General Counsel

FIRST AMENDMENT
TO
CONTRACT NO. 001910

This First Amendment is made and entered this 19th day of July 2023, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, created by Chapter 2014-171 Laws of Florida, 2014, (Chapter 348, Part III, Florida Statutes) hereinafter called "CFX", and LOUIS BERGER HAWTHORNE SERVICES, INC., hereinafter referred to as "CONTRACTOR."

WITNESSETH:

WHEREAS, on June 09, 2022, CFX and CONTRACTOR entered into an agreement, designated as CFX Contract No. 001910, hereinafter "the Agreement";

WHEREAS, CFX and CONTRACTOR seek to add Exhibit "A", Scope of Services (pages SS-1 through SS-26) to the Agreement;

WHEREAS, it is in the mutual best interests of CFX and CONTRACTOR to add Exhibit "A", Scope of Services, of this Agreement with no additional increase to contract amount.

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. Add Exhibit "A", Scope of Services (pages SS-1 through SS-26) to the Agreement.

2. CONTRACTOR will continue to perform all of its duties, responsibilities, and obligations under the Agreement.

3. Except as expressly amended hereby, all the remaining provisions of the Agreement shall remain in full force and effect.

**This space is left intentionally blank **

IN WITNESS WHEREOF, the parties evidence their agreement through the execution of this First Amendment by their duly authorized signatures.

LOUIS BERGER HAWTHORNE SERVICES, INC.

By: _____

Print Name: Christopher Houghton

Title: Sr. Vice President

Date: 7/19/2023

ATTEST: _____ (Seal)

BERNICE V. CALPO-MELEE
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires June 20, 2025
Comm. No. 2077129

LOUIS BERGER HAWTHORNE SERVICES INC. CORPORATE SEAL 1984 SOUTH CAROLINA

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Date: 2023.08.01 10:10:03 -04'00'

Director of Procurement

Print Name: Aneth Williams

Date: _____

Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this ___ day of _____, 2023 for its exclusive use and reliance.

By: Laura Newlin Kelly Digitally signed by Laura Newlin Kelly Date: 2023.07.31 15:36:26 -04'00'

Diego "Woody" Rodriguez
General Counsel

SCOPE OF SERVICES
FACILITIES MAINTENANCE SERVICES

1.0 OVERVIEW

1.1 The Contractor shall perform routine maintenance, administration and management services including, but not necessarily limited to, maintenance of electrical, mechanical, generators, and HVAC equipment as well as painting, carpentry and general building maintenance activities at: the CFX's toll plaza facilities along S.R. 408 , S.R. 417 , S.R. 528 , S.R. 429 ,S.R. 414, S.R. 453, S.R. 538 and the Goldenrod Road Extension (see listing included in the appendix); the CFX Headquarters Building (4974 ORL Tower Road), the Magnolia E-PASS Service Center (525 S. Magnolia Ave.), and the Hiawassee Data Center (S.R. 408, East-West Expressway) in Orange, Lake, and Osceola County, Florida.

It is the Contractor's responsibility to examine the Contract Documents and the site of the proposed Services carefully before submitting a proposal. The Contractor shall investigate the conditions to be encountered, as to the character, quality, and quantities of Services to be performed and materials to be furnished and as to the requirements of all Contract Documents. The Contractor's submission of a proposal in response to the RFP is prima facie evidence that the Contractor has made an examination as described above.

The existing CFX infrastructure is composed of several items that are unique to the Central Florida Expressway System and specifically identified and required by CFX. Unless otherwise specifically approved by the Director of Maintenance in writing prior to any replacement, all damaged items, parts, and components that require replacement, shall be replaced in kind with an identical new item, part and/or component.

The Contractor shall furnish all labor, materials, equipment, tools, transportation and supplies required to supply the services and complete the maintenance work in accordance with the specifications, procedures and terms of the Contract, including the specific tasks and events set forth on the attached specifications.

1.2 The Contractor shall employ on the Contractor's staff, or as a subcontractor, a registered professional engineer licensed to practice in the State of Florida. The Contractor shall also provide sufficient qualified technical staff to support activities and program areas related to facilities maintenance. CFX, at its option, may elect to expand, reduce, or

delete the extent of each work element described in this Scope of Services document, provided such action does not alter the intent of the Contract.

1.3 The services to be provided by the Contractor shall be furnished through a combination of Contractor staff/personnel and subcontractors under contract to the Contractor. Through this combination, the Contractor shall provide maintenance and administrative personnel in appropriate numbers and at the proper times to ensure that the responsibilities assigned under the Contract are effectively carried out. Services to be provided by the Contractor include but are not necessarily limited to maintenance of: drinking water systems, septic and wastewater systems, electrical, mechanical, generators, and HVAC systems. The Contractor shall be responsible for painting, caulking, carpentry, general building maintenance activities and all other maintenance services required to maintain the facilities to the standards set forth in this Scope of Services and the maintenance specifications. The Contractor shall also move furniture, files, equipment, etc., using Contractor provided appropriate personnel and equipment between offices and/or buildings as directed by the Director of Maintenance. These services are described in detail in the maintenance specifications attached to this Scope of Services. Maintenance of toll equipment, fiber optic network, telephone system, guardrail, landscaping and irrigation systems are not a part of this scope and will be performed by others.

1.4 All reports required by this contract shall be submitted electronically via email.

1.5 To avoid unnecessary repetition of expressions, whenever the term “Director of Maintenance” is used, it is understood that “or designated representative” is a part of the term unless specifically indicated otherwise.

1.6 Key Performance Items: The aesthetic appearance and cleanliness of the Central Florida Expressway System is of paramount importance. CFX expects all items, devices and components on the system to operate as designed. The Contractor’s approach and ability to deliver the Services in accordance with the standards set forth by CFX is a key element in the successful performance of this Contract. The following are identified as “Key Performance Items” and Liquidated Damages (hereinafter defined in Section 5.5) associated with the non-performance of the Key Performance Items.

ITEM	MINIMUM SERVICE	NON-PERFORMANCE LIQUIDATED DAMAGE
Air Conditioning and Heating Equipment	As specified	PF-1
Electrical	As specified	PF-1
Emergency Generators	Monthly Inspections	PF-1
Roofs	As specified	PF-1
Pavement Marking and Signing	As specified	PF-1
Wastewater Treatment Facilities	Monthly inspection and reporting	PF-1
Fire Alarms and Extinguishers	As specified	PF-1

Contractor understands and acknowledges that there are additional items addressed in the CFX Maintenance Specifications in which Liquidated Damages may be charged.

1.7 In addition to the Liquidated Damages set forth above and in Section 5.5 hereof, in the event the Contractor fails to perform any required Services within the specified time limits in the Contract, CFX, at its option, may elect to have another contractor, subcontractor, or staff of CFX perform the Services and subtract the costs for the performance of the Services plus a $1,000 administrative fee from any unpaid amounts then or thereafter due the Contractor under the Contract if the Contractor had performed said Services. .

1.8 The Contractor shall expect that all Liquidated Damages outlined in this Contract will be enforced. In the event the Contractor believes an assessed Liquidated Damage is the result of extenuating circumstances or is not being properly assessed, the Contractor may appeal the assessment of Liquidated Damages in writing to the Director of Maintenance. CFX reserves the right to reduce any assessment of Liquidated Damages and/ or reductions in compensation based upon the circumstances of that item. Any assessment of Liquidated Damages and /or reduction of compensation amount is at the sole discretion of the Director of Maintenance.

2.0 MAINTENANCE AND INSPECTION

2.1 The Contractor shall be responsible for all facilities maintenance and inspection as defined in this Scope of Services, maintenance specifications and referenced manuals and procedures.

2.2 The Contractor, through the use of its own forces or subcontractors, shall provide qualified maintenance contractors and technical and administrative personnel in appropriate numbers to ensure that required maintenance is accomplished in accordance with the requirements and criteria set forth in this Scope of Services and the maintenance specifications. All activities shall be performed in accordance with the specifications, guides, standards, procedures and directives that are a part of the Contract. Contractor's personnel assigned to service or repair facilities shall have the applicable manufacturer's certification and required training to perform the required service or repair.

2.3 The Contractor shall comply with the CFX Incident Response Plan as defined in Exhibit A-1 attached hereto and incorporated herein for reference.

2.4 The Contractor shall be responsible for the control and safety of traffic and the public during the performance of all Services under control of the Contractor, its agent, employees and subcontractors/subconsultants. When required by the Contractor's operations, the Contractor shall furnish, erect and maintain such fences, temporary railing, barricades, lights, signs and other devices and take such other protective measures as are necessary to prevent accidents, damage or injury to the public.

2.5 Contract Administration - The Contractor shall:

2.5.2 Review reports relating to the Contractor's performance and communicate with subcontractors, if necessary, regarding conformance to specifications, workmanship, etc.

2.5.3 Prepare and maintain monthly progress schedules and reports applicable to all phases of maintenance operation and such special reports as may be required to keep the Director of Maintenance advised with respect to the progress of work activity. This report shall be included with the monthly invoice. All reports

and/or submittals are to be submitted via e-mail to the Director of Maintenance in pdf format, unless otherwise requested by the Director of Maintenance. The Director of Maintenance may, at any time, request hard copies of such reports and/or submittals. All pdf submittals shall at a minimum include:

a. cover page as the first page of the pdf (including report name and date)
b. indexed bookmarks
c. table of contents
d. specifics to the report (such as location, times, etc.), as specified in the attached maintenance specifications

2.5.4 Upon request, assist the CFX in the preparation of annual maintenance budget. Identify and recommend projects to be included in the 5 Year Work Plan.

2.5.5 Prepare accident claim affidavits and initiate the reimbursement process for damages to CFX property. The Contractor shall receive all reimbursements that are collected for damages to CFX property that the Contractor repairs.

2.5.6 Perform field review and analysis of accidents to determine any engineering deficiencies.

2.5.7 Assist the CFX in responding to the public interest regarding maintenance activities.

2.5.8 Attend, as a minimum, the following meetings:

a. CFX toll operations meetings.
b. Other meetings affecting or involving facilities maintenance activities or operations as may be scheduled by the Director of Maintenance

2.6 The CFX will provide the Contractor with available information concerning warranties in force for various products (e.g. pavement markings and signs, roofs, air conditioning and heating units, etc.) at CFX facilities. When a product under warranty fails to meet the required performance criteria, the Contractor shall notify the responsible manufacturer to schedule repair work to correct the deficiency. All repairs shall be in accordance with the warranty requirements and shall be monitored by the Contractor. The Contractor shall notify the Director of Maintenance in writing of the location and type of the non-

conforming product, quantity of the non-performing product and the schedule for repair work.

3.0 CONTROL OF THE WORK

3.1 The Contractor shall develop, prepare, and implement a Facilities Maintenance Operations Work Plan. The Work Plan shall contain a description of activities the Contractor intends to carry out during the 12-month period beginning on the Notice to Proceed date for the Contract and the scheduled date for each such activity. The date may be expressed by week or by any other more specific periods or date the Contractor selects.

A draft of the Work Plan shall be submitted to the Director of Maintenance within 30 days after the date of the Notice to Proceed. After reviewing the plan, a meeting with the Contractor will be conducted to resolve any concerns pertaining to the schedule and the activities and to finalize the plan.

The Contractor shall submit an updated Work Plan to the Director of Maintenance at least 30 days prior to the first day of each quarter to show a rolling 12-month period of detailed coverage. CFX reserves the right to withhold payment on the Contract until the Contractor's work plan is submitted.

3.2 Director of Maintenance

To avoid unnecessary repetition of expressions, whenever in the Scope of Services, CFX Facilities Maintenance Specifications or other Contract Documents the term "Director of Maintenance" is used, it is understood that "or designated representative" is a part of the term unless specifically indicated otherwise.

All work shall be subject to review and acceptance by the Director of Maintenance who shall evaluate the Contractor's work for compliance with the Contract Documents. The Director of Maintenance has no duty to supervise or direct the performance of the Services, nor any responsibility or liability for the acts or omissions of the Contractor or any subcontractor or supplier.

3.3 Coordination of Contract Documents

The Scope of Services, CFX Facilities Maintenance Specifications and all supplementary documents are integral parts of the Contract Documents and a requirement occurring in one document is as binding as though occurring in all documents. The Standard Specifications, (current edition at the time of Contract execution) and the FDOT Standard Plans, (current edition at the time of Contract execution), are incorporated by reference as if fully set forth herein. In a circumstance of inconsistency or discrepancy between documents, the priority order of the documents shall be as follows:

1. Scope of Services
2. CFX Facilities Maintenance Specifications
3. FDOT Standard Specifications, current edition at time of Contract execution.
4. FDOT Standard Plans, current edition at the time of Contract Execution.

Unless specifically allowed by the Director of Maintenance, the Method of Measurement and the Basis of Payment articles in all sections of the FDOT Standard Specifications will not apply to this Contract. All payments to the Contractor will be based on the lump sum, schedule of values and unit price amounts shown in the Price Proposal.

3.4 Traffic Control and Lane Closures

The Contractor shall adhere to the requirements of Part 6 of the Florida Highway Administration's ("FHWA") Manual on Uniform Traffic Control Devices ("MUTCD"). For operations requiring closure of travel lane(s), Contractor shall comply with CFX Facilities Maintenance Specifications and FDOT Standard Plans.

All lane and ramp closures require the prior written approval of the Director of Maintenance. The Contractor shall submit a written lane closure request at least ten (10) working days in advance of the planned closure. In general, no work requiring lane closures shall occur on CFX's system between the hours of 6:00 a.m. and 11:00 p.m., Monday through Sunday. In general, ramp closures will only be permitted between the hours of 11:00 p.m. and 5:00 a.m. any day of the week.

If, in the determination of the Director of Maintenance, any permitted lane closure(s) causes extended traffic congestion, the Contractor shall, at the direction of the Director of

Maintenance, open any temporary lane closures until traffic is returned to an acceptable flow as determined by the Director of Maintenance.

The Contractor understands that delay costs to the public will result if all lanes are not open to traffic within the time constraints approved by the Director of Maintenance for each lane closure request as referenced above. The Contractor shall plan its operations such that all equipment and materials except those required for the safety of the traveling public are removed from the clear zone and lanes are reopened for traffic within the time constraints approved by the Director of Maintenance for each lane closure request as referenced above. A lane rental fee will be assessed on the Contractor in the amount of $1,000 per lane/ramp for each minute that any lane/ramp is not open to traffic.

Lane rental fees will be assessed beginning at the appropriate time as shown above and continue until all lanes are open and traffic flow is restored as recorded by the Director of Maintenance. CFX shall have the right to apply as payment on such damages any money which is due to the Contractor by CFX. At the discretion of the Director of Maintenance, lane rental fees will not be assessed for failure to open traffic lanes if such cause is beyond the control of the Contractor i.e., catastrophic events, accidents not related or caused by the Contractor's operations.

Lanes closures on all local or state roads not a part of the Central Florida Expressway System shall be coordinated with and approved by the appropriate local or state governmental agency, such as Orange County, Lake County, Osceola County, City of Winter Garden, FDOT, FTE, etc.

3.5 Other Work

If activities by CFX or other parties occur near or within the work locations, the Contractor shall coordinate its operations and cooperate with others and shall not be entitled to extra compensation or adjustments in Contract unit prices because of deletion of work items or delay because of activities by others.

3.6 Subcontractors

The Contractor shall not sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of the Contract or any portion thereof without the prior written consent of CFX which may be withheld in CFX's sole and absolute discretion. A list of approved

subcontractors shall be made a part of the Contract. Subsequent to the execution of the Contract, any additions to the list will require prior written approval by the Director of Maintenance. Additionally, any such subcontract that would, standing alone or aggregated with prior subcontracts awarded to the proposed subcontractor, equal or exceed twenty-five thousand dollars ($25,000.00), will also require prior approval by the CFX Board. No such subcontract shall be executed by the Contractor until Board approval is given. Refer to Article 17, Subletting and Assignment, in the Contract for additional requirements.

Promptly upon request of CFX, the Contractor shall remove from the activities associated with or related to the performance of Services under the Contract any subcontractor, at any tier, whom CFX considers unsuitable for the performance of such Services. Such subcontractor shall not be reassigned to perform any work relating to the Services except with the express written consent of CFX.

4.0 OTHER REQUIREMENTS

4.1 Permits, Notifications and Fees

4.1.1 Unless otherwise specified, the Contractor shall secure and pay for all permits necessary to conduct the maintenance or other work in accordance with required regulations and to notify all applicable utilities or parties affected by the Contractor's operations.

4.1.2 The Contractor shall be responsible for all fees associated with the performance of the Contract. This includes payment of toll charges for all vehicles and equipment at the standard rate applicable to the general public. All toll payments made by the Contractor will be presumed to have been included in the Contract price.

4.1.3 No work shall be performed under the provisions of the Contract on any properties outside the limits of the CFX-maintained right-of-way without the express written permission of the affected landowner. Any such permission shall be secured by the Contractor and shall identify the provisions under which such work is to be performed. Permissions obtained shall not constitute assumption of liability by the CFX nor relieve the Contractor of its liabilities.

4.2 Hazardous or Toxic Waste, Pollutants

4.2.1 When the Contractor's operations encounter or expose any abnormal condition which may indicate the presence of a hazardous substance, toxic waste, or pollutants such operations shall be discontinued in the vicinity of the abnormal condition and the Director of Maintenance shall be notified immediately, but no more than sixty (60) minutes from discovery of such abnormal condition. The presence of tanks or barrels; discolored earth, metal, wood, groundwater, etc.; visible fumes; abnormal odors; excessively hot earth; smoke; or other conditions which appear abnormal may be indicators of hazardous or toxic wastes or pollutants and shall be treated with extraordinary caution.

4.2.2 Contractor shall take any and all actions reasonably necessary to minimize the spread of any hazardous substance, toxic waste or pollutant into uncontaminated areas. The Contractor's operations in the affected area shall not resume until so directed by the Director of Maintenance in writing.

4.2.3 Disposition of the hazardous substance, toxic waste or pollutant shall be made in accordance with the laws, requirements and regulations of any local, state, or federal agency having jurisdiction. Where the Contractor performs Services necessary to dispose of hazardous substance, toxic waste or pollutant and the Contract does not include pay items for disposal, payment will be made, when approved in writing by a supplemental agreement, prior to the Services being performed.

4.3 Responsibility for Damages

The Contractor shall protect from damage all property associated with, or which is in the vicinity of, or is in any way affected by, the Contractor's maintenance or other Services performed pursuant to the Contract. Any damages occurring to such properties caused by the acts or omissions of Contractor (or its employees, agents or invitees) shall be immediately repaired at the expense of the Contractor to a condition similar or equal to that existing before such damage occurred, which repair shall be conducted to the reasonable satisfaction of CFX.

4.4 Safety

4.4.1 General: The Contractor shall comply with all federal, state, and local laws, by-laws, ordinances, rules and regulations which control the action or operation of those engaged or employed in the Services or which affect materials used by Contractor in the performance of the Services.

4.4.2 Occupational Safety and Health Requirements: The Contractor shall take precautions necessary for the protection of life, health and general occupational welfare of all persons (including employees of both the Contractor, CFX and all of its officers, agents and consultants) until the Services have been completed and accepted by CFX.

The Contractor and all subcontractors shall not allow any person employed in performance of the Services to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to health or safety, as determined under the safety and health standards, set forth in Title 29, Code of Federal Regulations, Part 1518 published in the Federal Register on April 17, 1971, as promulgated by the United States Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act, (83 Stat. 96) including any subsequent revisions and updates.

4.4.3 The Contractor shall ensure that its workers and subcontractors at all tiers use vest/garments in conformance with the FDOT Standard Plans. Protective safety helmet caps shall be worn at all work sites containing overhead hazards.

4.4.4 All vehicles used during the performance of the Services shall be equipped with flashing yellow strobe lights mounted on top of the vehicle to be clearly visible. All vehicles shall be marked with the Contractor's or any tier subcontractor's name and/or logo on both sides of the vehicle in a font easily read from a distance of 15 feet.

4.5 Contractor's Responsibility for Work

Until acceptance by the Director of Maintenance, the results of the maintenance or other work shall be under the charge and custody of the Contractor who shall take every necessary precaution against injury or damage to the work results by the action of the elements or from any other cause whatsoever. The Contractor shall rebuild, repair and restore, without additional compensation, all injury or damage to any portion of the work occasioned by any of the above causes before its completion and acceptance; except, in the case of extensive or catastrophic damage the CFX may, at its discretion, reimburse the Contractor for the repair of such damage due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to Acts of God, of the public enemy or of governmental authorities.

4.6 Disadvantaged Minority and Women Owned Businesses (D/M/WBE)

General: The Contractor is encouraged to meet or demonstrate why the participation objective of 15% for this Contract could not be met. At any time, CFX's Executive Director may grant a partial or complete waiver of the D/M/WBE objective for the Project due to consideration of property, public safety, and health, including financial impact to CFX.

CFX may elect to provide an exception for the Contractor's failure to meet the participation objective established for this project. The exception requires that the Contractor provide CFX with documentation supporting the Contractor's Good Faith Effort to meet the stated objective. CFX will have the sole and final determination of whether the support documentation provided by the Contractor does, in fact, meet CFX's standard for a Good Faith Effort herein. The Contractor shall demonstrate through documentation that every reasonable effort has been made to achieve CFX's participation objective. The Contractor shall be responsible for securing proof of the D/M/WBE certification(s) for the proposed subcontractors/suppliers and be able to provide copies of the certification(s) to the CFX's Supplier Diversity Office.

The Contractor shall meet or exceed the commitment stated in the Contractor's D/M/WBE Utilization Summary. Should the Contractor's D/M/WBE participation fall below the approved level for any reason whatsoever or should the Contractor substitute or self-perform work identified for a D/M/WBE subcontractor/supplier without prior written approval of CFX, the Contractor will be considered by CFX to be in material breach of the Contract. If found in breach of the Contract, the Contractor may be suspended from bidding on and/or participating in any further CFX projects for up to one (1) year as provided in Section 15 of CFX's Supplier Diversity Policy.

Any change in the D/M/WBE Utilization Summary will require prior approval by the CFX Director of Supplier Diversity. Should the Contractor determine that a subcontractor/supplier named in the Utilization Summary is unavailable or cannot perform the work, the Contractor shall request approval of a revised D/M/WBE Utilization Summary. The revised summary shall be submitted, in writing, to the CFX Supplier Diversity Office at 4974 ORL Tower Road, Orlando, Florida 32807, or by facsimile to (407) 690-5011.

The Contractor will not be allowed to perform the Services with its own forces if those Services have been identified on the Utilization Form to be performed by D/M/WBE firms. If a D/M/WBE subcontractor is unable to successfully perform the Work, the Contractor shall make a Good Faith Effort to replace that firm with another D/M/WBE firm. In evaluating a Contractor's Good Faith Efforts, CFX will consider:

(1) Whether the Contractor, provided written notice to certified D/M/WBEs performing the type of Work that the Contractor intends to subcontract, advising the D/M/WBEs (a) of the specific Work the Contractor intends to subcontract; and (b) that their interest in the Contract is being solicited;

(2) Whether the Contractor provided interested D/M/WBEs assistance in reviewing the Contract Plans and Specifications;

(3) Whether the Contractor assisted interested D/M/WBEs in obtaining any required bonding, lines of credit, or insurance;

(4) Whether the Contractor's efforts were merely pro forma and given all relevant circumstances, could not reasonably be expected to produce sufficient D/M/WBE participation to meet the objective.

The above list is not intended to be exclusive or exhaustive and CFX will look not only at the different kinds of efforts that the Contractor has made but also the quality, quantity and intensity of these efforts.

4.6.1 Disadvantaged, Minority and Women Owned Businesses - Participation Objective

4.6.1.1 General: The Contractor shall ensure that D/M/WBE as defined herein will have the maximum opportunity to participate in the performance of subcontracts. In this regard, the Contractor shall take all necessary and reasonable steps to accomplish that result.

4.6.1.2 Definitions: The following words and phrases shall have the respective meanings set forth below unless a different meaning is plainly required by the context:

(1) "Socially and economically disadvantaged individuals" means those individuals who are citizens of the United States or lawfully admitted permanent residents and who are women, Black Americans, Hispanic American, Native Americans, Asian-Pacific Americans, or Asian-Indian Americans. Individuals in the following groups are presumed to be socially and economically disadvantaged:

(a) "Black Americans", which includes persons having origins in any of the black racial groups of Africa;

(b) "Hispanic Americans", which includes persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish or Portuguese culture or origin, regardless of race;

(c) "Asian-Pacific Americans", which includes persons whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, the U.S. Trust Territories of the Pacific and the Northern Marianas;

(d) "Native Americans", which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;

(e) "Asian-Indian Americans", which includes persons whose origins are from India, Pakistan, and Bangladesh; and

(f) "Women".

(2) "Joint Venture" means an association of two or more firms to carry out a single business enterprise for which purpose the firms combined their property, money, effects, skills or knowledge.

(3) "Certified" means a finding by Orange County, Florida, the City of Orlando, Florida, and Florida Department of Transportation that the business is a bona fide Minority, Women or Disadvantaged owned and operated business.

(4) "Independently Owned and Operated" means a business that is not affiliated or associated with the general contractor or prime contractor providing work or services on CFX project(s) or procurement in which the D/M/WBE seeks to participate. Affiliated status may be determined through common ownership, management, employees, facilities, inventory or any other factors, which would prevent or inhibit independent status

(5) "Women Business Enterprise" comprises all women. All women business owners will be classified as a Women Business Enterprise.

4.6.2 Specific Requirements: The Contractor shall, among other things, implement techniques to facilitate D/M/WBE participation in contracting activities including, but not limited to:

1. Soliciting price quotations and arranging a time for the review of plans, quantities, specifications, and delivery schedules, and for the preparation and presentation of quotations;

2. Providing assistance to D/M/WBEs in overcoming barriers such as the inability to obtain bonding, financing, or technical assistance;

3. Carrying out information and communication programs or workshops on contracting procedures and specific contracting opportunities in a timely manner, with such programs being bilingual where appropriate;

4. Contacting Minority Contractor Associations, city, and county agencies with programs for disadvantaged individuals for assistance in recruiting and encouraging eligible D/M/WBE contractors to apply for certification.

5. Meeting with appropriate officials of CFX, including its Supplier Diversity Office, to assist with the Contractor's efforts to locate D/M/WBEs and assist with developing joint ventures, partnering, and mentorship.

4.6.3 Qualified Participation: CFX will count D/M/WBE participation toward meeting D/M/WBE objective as follows:

1. The total dollar value of the contract to be awarded to the certified D/M/WBE will not be counted toward the applicable D/M/WBE objective unless approved by CFX.

2. A portion of the total dollar value of a contract, with an eligible joint venture, equal to the percentage of the ownership and control of the D/M/WBE partner in the joint venture may be counted toward the D/M/WBE objective.

3. Only expenditures to D/M/WBEs that perform a commercially useful function may be counted toward the D/M/WBE objective. A D/M/WBE is considered to perform a commercially useful function when it actually performs and manages at least 51 percent of the work subcontracted to it. To determine whether a D/M/WBE is performing a commercially useful function, CFX will evaluate all relevant factors such as the amount of Work subcontracted and industry practices.

4. Consistent with normal industry practices, a D/M/WBE may enter into subcontracts. If a D/M/WBE subcontracts 50 percent or more of the Work assigned to it, the D/M/WBE shall be presumed not to be performing a commercially useful function.

5. Expenditures for materials and supplies obtained from D/M/WBE suppliers and manufacturers may be counted toward the D/M/WBE objective, provided that the D/M/WBEs assume the actual and contractual responsibility for the provision of the materials and supplies. The percentage allowed toward the D/M/WBE objective is as follows:

   (a) All expenditures to a D/M/WBE manufacturer (i.e., a supplier that produces goods from raw materials or substantially alters them before resale) may be counted toward the D/M/WBE objective.

   (b)

      1. A Contractor may count toward its D/M/WBE objective 60 percent of its expenditures for materials and supplies required under a contract and obtained from a D/M/WBE regular dealer, and 100 percent of such expenditures to a D/M/WBE manufacturer.

      2. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the Contractor.

3. A regular dealer is a firm that owns, operates, or maintains a store, warehouse or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular dealer, the firm must engage in, as its principal business, and in its own name, the purchase and sale of the products in question. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as manufacturers or regular dealers within the meaning of this Section.

(c) A Contractor may count toward the D/M/WBE objective for the following expenditures to D/M/WBE firm(s) that are not manufacturers or regular dealers:

1. The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials of supplies required for performance of the Contract, provided that the fee or commission is determined by the recipient to be reasonable and not excessive as compared with fees customarily allowed for similar services.

2. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined to be reasonable and not excessive as compared with fees customarily allowed for similar services.

3. The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the Contract, provided that the fee or commission is determined to be reasonable and not excessive as compared with fees

customarily allowed for similar services.

4.6.4 Records and Reports: The Contractor shall develop a record keeping system to monitor its D/M/WBE participation and shall maintain the following records:

1. The procedures adopted to comply with these special provisions;

2. The number of subordinated contracts on CFX projects awarded to D/M/WBEs;

3. The dollar value of the contracts awarded to D/M/WBEs;

4. The percentage of the dollar value of all subordinate contracts awarded to D/M/WBEs as a percentage of the total contract amount;

5. A description of the general categories of contracts awarded to D/M/WBEs;

6. The specific efforts employed to identify and award contracts to D/M/WBEs;

7. Maintenance of records of payments and monthly reports to CFX;

8. Subcontract agreement between Contractor and D/M/WBE subcontractors; and

9. Any other records required by the Director of Maintenance or Executive Director.

The records maintained by the Contractor in accordance with this Section shall be provided to CFX for review within 48 hours of the CFX request. The Contractor shall submit a properly executed D/M/WBE Payment Certification monthly during the life of the D/M/WBE subcontract whether payment is made or not.

4.6.5 Subletting of Contracts - Participation Objective

No request to sublet the Services will be approved unless it is in compliance with the Contractor's approved D/M/WBE Utilization Form "Certification of Subcontract Amount to D/M/WBE Contractor", which shall be completed and submitted with the "Request for Authorization to Sublet Work". One copy of the certification will be attached to each copy of the "Request for Authorization to Sublet Work".

5.0 PROSECUTION AND PROGRESS OF WORK

5.1 Beginning Work

The Contractor shall commence work on the date specified in the Notice to Proceed. The term of the Contract will begin on the date established in the Notice to Proceed.

5.2 Status of Work

The Contractor shall keep the Director of Maintenance advised as to the status of work being done by the Contractor and the details thereof. Coordination shall be maintained by the Contractor with the CFX. The CFX or Contractor may request and be granted a conference with the other party.

5.3 Facilities Maintenance Operations

5.3.1 The Contractor shall be available on a 24-hour a day, 7-day a week, 52-week a year basis. The Contractor shall schedule maintenance operations to minimize inconvenience to operations staff, adjacent businesses, residences and the public.

An individual shall be designated as the Contractor's contact in emergencies and in cases where immediate action must be taken to handle any other problem that might arise. The contact person shall have the ability to speak and understand the English language.

5.3.2 Unless otherwise specified or approved by the CFX, the Contractor's normal work hours shall be 7:00 a.m. to 5:00 p.m., Monday through Friday. The Contractor is advised that certain maintenance activities may need to be performed during other than regular hours (e.g. 5:00 p.m. to 7:00 a.m.) to avoid affecting toll collection capacity.

No work shall be done on the roadways when weather conditions limit good visibility to less than five hundred (500) feet. Work may only be performed during prohibited times with written permission from the CFX, or in circumstances of an emergency. Refer to the individual specifications (attachments) for specific requirements.

5.3.3 Prior to beginning maintenance operations, the Contractor shall submit to the CFX, for approval, via email of the Contractor's proposed plan and methods for performing the required facilities maintenance work including a listing of equipment and personnel anticipated for use. The plan shall show lines of communication with the CFX's toll equipment contractor and toll collection contractor. The plan shall show the proposed methods of ensuring safety and minimum interference with the normal operations of facilities and the normal flow of traffic in the travel lanes and local roadways. The Contractor shall provide all necessary instruments and special apparatus to conduct any testing that may be required. Approval of the plan shall not relieve the Contractor of responsibility or liability for injury to persons or damage to property caused by the operation of equipment and/or personnel.

5.3.4 All Contractor and subcontractor vehicles shall have clear identification of the company they represent. All Contractor and subcontractor employees requiring access to any CFX facility shall wear name tags with photo identification. In addition, a list of such employees shall be provided to the Director of Maintenance prior to beginning work under the Contract. Any employee not on the Contractor's list and not having the proper photo identification will not be allowed access to CFX facilities.

5.3.5 The Contractor shall park equipment left on the right-of-way overnight as close to the right-of-way line as possible and outside of the "Clear Zone" as defined in the FDOT Standard Plans. Equipment or vehicles shall be clearly marked with cones or lighted barricades. Do not park equipment overnight in the median regardless of the width of the median. Conduct all service and supply operations as close to the right-of-way line as possible. No supply vehicles shall enter a roadway median except when necessary to repair or remove inoperable equipment.

5.3.6 In circumstances where the work task has assigned to it a specific time increment within which to accomplish the task (if any), the CFX may grant an extension of the allowable time when a controlling item of work is delayed by factors which are beyond the control of the Contractor. Extensions will not be granted for delays due to the fault or negligence of the Contractor.

5.3.7 CFX will advise the Contractor when an emergency response will be required for critical situations. In general, emergency response time (the time taken by the Contractor to arrive at the site after notification) shall be 2 hours regardless of the day or time of the notification unless otherwise specified. Failure to meet the required priority response time may result in reductions to compensation for work performed according to the following reduction schedule:

a. Up to 1 hour late - $100.00 reduction.
b. More than 1 hour late - $200.00 reduction.
c. For each additional hour late - $200.00 reduction

The reduction will not be assessed if the Contractor can demonstrate to the satisfaction of the Director of Maintenance, in his sole and absolute discretion, that the delay was the result of events beyond the control of the Contractor.

Individual maintenance specifications may have specific response requirements that supersede the response time in this sub article.

No extension of the emergency response time will be granted by CFX due to travel distance requirements of the response crew.

5.3.8 Time extensions for delays (in work performance which has completion dates associated therewith, if any) caused by the effects of inclement weather will be handled differently from those resulting from other types of delay. Such time extensions are justified only when rains or other inclement weather conditions or related adverse soil conditions prevent the Contractor from productively performing controlling items of work, resulting in either:

(i) The Contractor being unable to work at least fifty percent (50%) of the normal work day due to adverse weather conditions, or

(ii) The Contractor being required to make major repairs to work damaged by weather; provided, however, the damage was not attributable to a failure to perform or neglect by the Contractor, and provided that the Contractor was unable to work at least fifty percent (50%) of the normal workday.

The Director of Maintenance will monitor the effects of weather and, when found justified, recommend time extensions. The Contractor will not be required to submit a request for additional time due to the effects of weather unless the Contractor disputes the additional time granted by the CFX.

5.4 Suspension of Work

The CFX will have the right (exercised from time to time) to suspend the maintenance activities and work covered by the Contract, wholly or in part, for such period as may be deemed necessary. The periods of suspension may include extreme adverse weather conditions (such as flooding due to catastrophic occurrences) or heavy traffic congestion due to special events that may cause hazardous conditions for the motorists. Such suspension if ordered will be in writing, giving detailed reasons for the suspension.

5.5 Liquidated Damages

5.5.1 Contractor and CFX recognize that, since time is of the essence for the performance of the Services under this Contract, CFX will suffer financial loss if the Services are not preformed within the time specified in the Contract, as said time may be adjusted as provided for herein. In such event, the total amount of CFX's damages, will be difficult, if not impossible, to definitely ascertain and quantify. It is hereby agreed that it is appropriate and fair that CFX receive liquidated damages from Contractor, if Contractor fails to perform the Services within the time periods set forth in the Contract. The Contractor (or in the circumstance of the Contractor default, the surety) shall pay to CFX, not as a penalty but as liquidated damages per the following Performance Failure schedule (PF) for failure of the Contractor to complete the Services and Key Performance Items within the time stipulated in the work order or maintenance specifications or within such additional time as may have been granted by CFX (the "Liquidated Damages"):

PF-1 $100 per Task/Item per Day

PF-2 $500 per Task/Item per Day

PF-3. $1000 per Task/Item per Day

It shall be the responsibility of the Contractor to schedule the Services in a manner that prevents delays, stoppages and rework.

The Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted Liquidated Damages as a penalty, which the parties agree represents a fair and reasonable estimate of CFX's actual damages at the time of contracting if Contractor fails to perform the Services within the time specified herein.

5.5.2 For all work, regardless of whether the performance time is stipulated in calendar days or working days, liquidated damage charges will be assessed in calendar days, starting with the first day following the day the subject Task / Item was due to be completed.

5.5.3 Permitting the Contractor to continue and to finish the Services, or any part of it, after the expiration of the time allowed, including time extensions, shall in no way act as a waiver on the part of CFX of the Liquidated Damages due under the Contract.

5.5.4 In the event of default by the Contractor and the completion of the Services by CFX or by another contractor retained by CFX, the Contractor and the Contractor's surety shall be liable for the Liquidated Damages under the Contract until either CFX releases the default or the Services resume under the Contract Surety. No Liquidated Damages shall be chargeable for any delay in the final completion of the Services due to any unreasonable action or delay on the part of CFX.

5.5.5 The Services will be considered completed when all Services have been accepted by the Director of Maintenance. CFX reserves the right deduct any Liquidated Damages prescribed in this subsection from any unpaid amounts then or thereafter due Contractor under the Contract and any liquidated damages not so deducted shall be payable to CFX by Contractor upon demand by CFX plus interest from the date of demand at the maximum legal rate of interest until paid.

5.5.6 It is further mutually understood and agreed that CFX's assessment of liquidated damages for delays is intended to compensate CFX solely if Contractor fails to timely perform the Services in accordance with the terms of this Contract and shall not release the Contractor from liability from any other breach of Contract requirements. If the liquidated damages set forth herein are deemed unenforceable for any reason, CFX instead shall be entitled to recover those actual delay damages that it sustained as a result of the Contractor's failure to perform the Services.

5.6 Sales and Use Taxes

Performance of the Services under the Contract is subject to the provisions of Chapter 212, Florida Statutes, Tax on State, Use and Other Transactions. Other state, local, or federal taxes may be applicable. The Contractor is responsible to remit to the appropriate governmental entity all applicable taxes. Any applicable tax shall be included in the Contractor's Price Proposal.

5.7 Binding Arbitration

All claims, disputes and controversies between the CFX and the Contractor arising out of or related to the Contract shall be decided and resolved by binding arbitration. The arbitration shall occur in Orlando, Florida and shall be conducted by a three (3) member panel pursuant to and under the auspices of the Construction Industry Arbitration Rules of the American Arbitration Association.

5.7.1 Procedure

Notice of the demand for arbitration will be filed in writing with the other party to the Contract and with the American Arbitration Association.

Arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, subject to the limitations of this Article. The agreement to arbitrate (and any other agreement or consent to arbitrate entered into in accordance herewith) will be specifically enforceable under the laws of Florida.
Arbitration shall include by consolidation, joinder or in any other manner any person or entity who is not a party to the Contract in circumstances where:

A) the inclusion of such other person or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration, and

B) such other person or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings, and

C) the written consent of the other person or entity sought to be included and of CFX

and Contractor has been obtained for such inclusion, which consent shall make specific reference to this paragraph.

In order to assure complete resolution of any claim or controversy, the Contractor shall provide and require (in the agreements with subcontractors and material suppliers) for joinder in such arbitration proceedings.

Therefore, if a claim, dispute or other matter in question between CFX and Contractor involves the work of a subcontractor, either CFX or Contractor may join such subcontractor as a party to the arbitration. Nothing in this paragraph nor in the provision of such subcontract consenting to joinder shall create any claim, right or cause of action in favor of subcontractor or supplier, and against CFX or any of its consultants that does not otherwise exist.

In connection with the arbitration proceedings, all participants shall be afforded pre-hearing discovery in accordance with the rules of the American Arbitration Association.

5.8 Evaluation and Acceptance of Work

5.8.1 The performance of the Contractor under the terms of the Contract will be subject to review by the Director of Maintenance. Reworking required due to Contractor negligence, omission, or inadequate performance will be the responsibility of the Contractor. No additional payment will be due the Contractor for the reworking of non-acceptable areas or work.

5.8.2 Acceptable work quality will be determined by the Director of Maintenance.

5.8.3 The Contractor shall certify that work quantities and quality were accomplished in accordance with the Contract. The certification shall be included in the monthly payment request documentation.

5.8.4 Parts and materials provided by the Contractor for repairs and maintenance shall be new. Rebuilt or repaired parts will not be acceptable, unless approved by the Director of Maintenance.

5.8.5 The CFX reserve the right to make other arrangements for purchasing parts and materials necessary for repairs and maintenance at any time, if the interest of the CFX requires such arrangements.

5.9 Compensation

The Contractor will be paid in accordance with Exhibit B attached hereto and incorporated herein by reference.

END OF SCOPE OF SERVICES

CONTRACT

AND

LOUIS BERGER HAWTHORNE SERVICES, INC.

CFX SYTEMWIDE FACILITIES MAINTENANCE SERVICES

CONTRACT NO. 001910

CONTRACT DATE: JUNE 09, 2022
CONTRACT AMOUNT: $12,430,000.00

CONTRACT, MEMORANDUM OF UNDERSTANDINGADDENDA, SCOPE OF SERVICES, METHOD OF COMPENSATION, TECHNICAL PROPOSAL, PRICE PROPOSAL, AND POTENTIAL CONFLICT DISCLOSURE FORM

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CFX SYTEMWIDE FACILITIES MAINTENANCE SERVICES

CONTRACT NO. 001910

JUNE 2022

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TABLE OF CONTENTS

Title		Page
CONTRACT		1 to 27
Exhibit "A"	Scope of Services	
Exhibit "A1"	CFX Incident Response Plan	
Exhibit "A2"	CFX Facilities Maintenance Specifications	
Exhibit "A3"	CFX Toll Facilities Index and Map Feb 2022	
Exhibit "B"	Method of Compensation	
Exhibit "C"	Contractor Technical Proposal	
Exhibit "D"	Contractor Price Proposal	
Exhibit "E"	Potential Conflict Disclosure Form	
Attachment 1 – Memorandum of Agreement		
Attachment 2 – Addendum Nos. 1 and 2		

CONTRACT 001910

Table of Contents

1. SERVICES TO BE PROVIDED 2
2. TERM AND NOTICE 3
3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES 5
4. AUDIT AND EXAMINATION OF RECORDS 5
5. PUBLIC RECORDS 6
6. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT 8
7. DISADVANTAGED/MINORITY/WOMEN BUSINESS ENTERPRISES 9
8. CONTRACTOR INSURANCE AND PERFORMANCE AND PAYMENT BOND 9
8.1 Commercial General Liability: 10
8.2 Business Automobile Liability: 10
8.3 Workers' Compensation Insurance: 10
8.4 Unemployment Insurance: 10
8.5 Professional Liability: 10
8.6 Information Security/Cyber Liability Insurance: 11
8.7 Commercial Crime Insurance: 11
8.8 Fiduciary Liability Insurance: 11
8.9 Performance and Payment Bond: 12
9. CONTRACTOR RESPONSIBILITY 13
10. INDEMNITY 15
11. PRESS RELEASES 16
12. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS 16
13. PERMITS, LICENSES, ETC 18
14. NONDISCRIMINATION 18
15. NOTIFICATION OF CONVICTION OF CRIMES 18
16. COMPLIANCE WITH LAWS; EQUAL EMPLOYMENT OPPORTUNITY 19
17. ASSIGNMENT AND REMOVAL OF KEY PERSONNEL 19
18. SUBLETTING AND ASSIGNMENT 20
19. DISPUTES 21
20. OTHER SEVERABILITY 21
21. INTEGRATION 21
22. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT 21
23. APPLICABLE LAW; VENUE 22
24. RELATIONSHIPS 22
25. INTERPRETATION 23
26. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE 23
27. SURVIVAL OF EXPIRATION OR TERMINATION 23
28. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT 24
29. INSPECTOR GENERAL 24
30. E-VERIFY 24
31. APPROPRIATION OF FUNDS 25
32. NOTICE TO THE PARTIES 25
33. EXHIBITS 26

Contract No. 001910

This Contract No. 001910 ("Contract") is made this 9th day of June 2022, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, created by Chapter 2014-171, Laws of Florida, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter "CFX," and LOUIS BERGER HAWTHORNE SERVICES, INC., a foreign profit corporation, registered and authorized to do business in the State of Florida, whose principal address is 412 Mount Kemble Avenue, Morristown, NJ 07960, 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 facilities maintenance services on State Road ("SR") 408, SR 417, SR 414, SR 429, SR 528, SR 538, SR 451 and SR 453 under this Contract, and related tasks as may be assigned to the CONTRACTOR by CFX; and

WHEREAS, on or about March 28, 2022, CFX issued Request for Proposals ("RFP") seeking qualified contractors to perform facilities maintenance services on State Road ("SR") 408, SR 417, SR 414, SR 429, SR 528, SR 538, SR 451 and SR 453; and

WHEREAS, CONTRACTOR was selected as the most responsive and responsible proposer of two (2) qualified firms that responded to the RFP and was ultimately selected.

NOW THEREFORE, in consideration of the mutual covenants and benefits set forth herein and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged by each party to the other, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED

The CONTRACTOR shall, for the consideration herein stated and at its cost and expense, perform all of the work and furnish all the labor, materials, equipment, tools, transportation, and supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Scope of Services, and any attachments thereto, attached hereto as **Exhibit "A"** which is are hereby adopted and made part of this Contract as completely as if incorporated herein (collectively, the "Services"). The Services to be provided under this Contract include performing maintenance of, and administration and management services related to facilities maintenance services on State Road ("SR") 408, SR 417, SR 414, SR 429, SR 528, SR 538, SR 451 and SR 453 in Orange, Lake and Osceola County, Florida as detailed in the Contract Documents (hereinafter defined) and any amendments, supplements, or modifications thereto. The Contract shall be performed, and services provided to the satisfaction of the duly authorized representatives of CFX, who shall have at all times full opportunity to evaluate the Services provided under this Contract.

CFX does not guarantee that all of the Services described in the Scope of Services will be assigned during the Term of the Contract. Further, the CONTRACTOR is providing these services on a non-exclusive basis. CFX, at its option, may elect to have any of the Services set forth herein performed by other contractors or CFX staff.

CONTRACTOR understands and acknowledges that CONTRACTOR shall only be responsible for performance of the Services outlined in the Scope of Services and Maintenance Specifications to the extent such Services were outlined in the bid item tabulation (Bid Form) attached to the CONTRACTOR'S response to the RFP.

The "Contract Documents", in order of precedence, shall refer to and consist of, individually and collectively, as the:

1.1 This Contract, including insurance policies and bonds,

1.2 The Addenda (if any),

1.3 The Scope of Services (including Maintenance Specifications),

1.4 The Memorandum of Agreement,

1.5 The Method of Compensation,

1.6 The Technical Proposal submitted by CONTRACTOR, and

1.7 The Price Proposal submitted by CONTRACTOR.

2. TERM AND NOTICE

The initial term of the Contract will be five (5) years from the date indicated in the notice to proceed with the Services issued by CFX ("Notice to Proceed"), hereinafter "Initial Contract Term." CFX may elect, in its sole and absolute discretion, to renew the Initial Contract Term for up to five (5) additional one-year terms (collectively or individually referred to herein as a "Renewal Term"). Renewals may be based, in part, on a determination by CFX that the value and level of service provided by CONTRACTOR are satisfactory and adequate for CFX's needs. If a Renewal Term is exercised, CFX will provide CONTRACTOR with written notice of its intent at least ninety (90) days prior to the expiration of the Initial Contract Term or any applicable Renewal Term. The Initial Contract Term and any Renewal Term exercised by CFX shall be collectively referred to herein as the "Term".

CFX shall have the right to immediately terminate or suspend the Contract, in whole or in part, at any time upon written notice for convenience or written notice for cause for CONTRACTOR's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by CFX (with or without cause) constitute a default by CFX. In the event of a termination for convenience or without cause, CFX shall notify CONTRACTOR (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth in said written notification. CONTRACTOR will be paid for all work properly performed prior to the date of termination. CONTRACTOR will not be paid for special, indirect, consequential, or other undocumented costs and expenses arising from, or out of, the termination of this Contract by CFX in accordance with the terms hereof. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for convenience or for cause.

If CONTRACTOR: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the Notice to Proceed; (iii) fails to perform the work with sufficient, satisfactory, or suitable personnel or with sufficient, satisfactory, or suitable materials to assure the prompt performance of the work items covered or Services required by the Contract; (iv) fails to comply with the terms and conditions of the Contract, or (v) performs unsuitably or unsatisfactorily in the sole and absolute discretion of CFX, or for any other cause whatsoever, fails to carry on the Services in an acceptable manner, CFX will provide

notice in writing to the CONTRACTOR of such delay, neglect or default ("Default Notice"). If CONTRACTOR does not correct the default outlined in the Default Notice within the curative period, if any, described in the Default Notice, CFX will have the right, but not the obligation, to remove the work from CONTRACTOR and to declare the Contract in default. If the Contract is declared in default, CFX may elect in its sole and absolute discretion, to terminate all or a portion of the Services, this Contract in whole or in part, or otherwise remove the Services from the Contractor and assume and assign to another contractor the Services set forth in this Contract.

Upon declaration of default and termination of the Contract, CFX will have the right to appropriate or use any or all materials as CFX determines and may retain other contractors for the completion of the Services under the Contract or may use other methods which in the opinion of CFX are required for Contract completion. All costs and charges incurred by CFX because of, or related to, the CONTRACTOR's default (including the costs of completing Contract performance) shall be charged against the CONTRACTOR. In the event the expense of the Contract completion is less than the amount still outstanding under the Contract, the expense shall be deducted from the amount still outstanding. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the CONTRACTOR shall pay CFX the amount of the excess. If, after the default notice curative period has expired, but prior to any action by CFX to complete the work under the Contract, CONTRACTOR demonstrates an intent and ability to cure the default in accordance with CFX's requirements, CFX may, but is not obligated to, permit CONTRACTOR to resume work under the Contract. In such circumstances, any costs of CFX incurred by the delay (or from any reason attributable to the delay) will be deducted from any monies due or which may become due CONTRACTOR under the Contract. Any such costs incurred by CFX which exceed the remaining amount due on the Contract shall be reimbursed to CFX by CONTRACTOR. The financial obligations of this paragraph, as well as any other provision of the Contract which by its nature and context survives the expiration of earlier termination of the Contract, shall survive the expiration or earlier termination of the Contract.

CFX shall have no liability to CONTRACTOR for expenses or profits related to unfinished work on a Contract terminated for default.

CFX reserves the right to immediately cancel or immediately terminate this Contract in the event the CONTRACTOR or any employee, servant, or agent of the CONTRACTOR is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONTRACTOR for on behalf of CFX, without penalty. Such termination shall be deemed a termination for default.

CFX reserves the right to immediately terminate or immediately cancel this Contract in the event the CONTRACTOR shall be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. Such termination shall be deemed a termination for default.

3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES

3.1 The Contract Amount for the Initial Contract Term is $12,430,000.00.

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:

(a) "Contract Records" shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, related to the Contract or the CONTRACTOR's performance of the Contract determined necessary or desirable by CFX for any purpose. Proposal Records shall include, but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by CONTRACTOR in determining labor, unit price, or any other component of a bid submitted to CFX.

(b) "Proposal Records" shall include, but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subcontractors, or material suppliers, profit contingencies and any manuals standard in the industry that may be used by CONTRACTOR in determining a price.

4.2 CFX reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Proposal Records (as hereinafter defined) of the CONTRACTOR

or any subcontractor. By submitting a response to the RFP, CONTRACTOR and any subcontractor submits to and agree to comply with the provisions of this section.

4.3 If CFX requests access to or review of any Contract Documents or Proposal Records and CONTRACTOR refuses such access or review, CONTRACTOR shall be in default under its Contract with CFX, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of CONTRACTOR. These provisions shall not be limited in any manner by the existence of any CONTRACTOR claims or pending litigation relating to the Contract. Disqualification or suspension of the CONTRACTOR for failure to comply with this section shall also preclude the CONTRACTOR from acting in the future as a subcontractor of another CONTRACTOR doing work for CFX during the period of disqualification or suspension. Disqualification shall mean the CONTRACTOR is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.

4.4 Final Audit for Project Closeout: The CONTRACTOR shall permit CFX, at CFX'S option, to perform or have performed, an audit of the records of the CONTRACTOR and any or all subcontractors to support the compensation paid the CONTRACTOR. The audit will be performed as soon as practical after completion and acceptance of the contracted Services. In the event funds paid to the CONTRACTOR under the Contract are subsequently determined to have been inadvertently paid by CFX because of accounting errors or charges not in conformity with the Contract, the CONTRACTOR agrees that such amounts are due to CFX upon demand. Final payment to the CONTRACTOR shall be adjusted for audit results.

4.5 CONTRACTOR shall preserve all Proposal Records and Contract Records for the entire term of the Contract and for a period of five (5) years after the later of: (i) final acceptance by CFX of the project or all work performed under the Contract, (ii) until all claims (if any) regarding the Contract are resolved, or (iii) expiration of the Proposal Records and Contract Records' status as public records, as and if applicable, under Chapter 119, Florida Statutes.

5. PUBLIC RECORDS

5.1 IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC

RECORDS AT 407-690-5000, publicrecords@CFXWay.com, and 4974 ORL Tower Road, Orlando, FL. 32807.

5.2 Notwithstanding the section on "Press Releases," CONTRACTOR acknowledges that CFX is a body politic and corporate, an agency of the State of Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes. To the extent that the CONTRACTOR is in the possession of documents that fall within the definition of public records subject to the Public Records Act, which public records have not yet been delivered to CFX, CONTRACTOR agrees to comply with Section 119.0701, Florida Statutes, and to:

(a) Keep and maintain public records required by the public agency to perform the service.

(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CONTRACTOR does not transfer the records to the public agency.

(d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of CONTRACTOR or keep and maintain public records required by the public agency to perform the service. If CONTRACTOR transfers all public records to the public agency upon completion of the contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

(e) Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONTRACTOR in conjunction with this Contract (including without limitation Contract Records and Proposal Records, if and as applicable), CONTRACTOR shall

immediately notify the CFX. In the event CONTRACTOR has public records in its possession, CONTRACTOR shall comply with the Public Records Act and CONTRACTOR must provide the records to CFX or allow the records to be inspected or copied within a reasonable time. Failure by CONTRACTOR to grant such public access shall be grounds for immediate unilateral termination of this Contract by CFX for cause. Failure to provide the public records to CFX within a reasonable time may subject the CONTRACTOR to penalties under Section 119.10, Florida Statutes.

The obligations in this Section 5 shall survive the expiration or termination of this Contract and continue in full force and effect as set forth above.

6. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

6.1 No Contingent Fees. CONTRACTOR warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for CONTRACTOR, to solicit or secure this Contract, and that CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For breach of this provision, CFX shall have the right to terminate this Contract without liability at its sole discretion.

6.2 CONTRACTOR acknowledges that CFX officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with CFX in accordance with CFX's Code of Ethics. CONTRACTOR acknowledges that it has read the CFX's Code of Ethics and, to the extent applicable, CONTRACTOR will comply with the aforesaid CFX's Code of Ethics in connection with performance of the Contract.

6.3 As required by Section 348.753, Florida Statutes, and CFX's Code of Ethics, CONTRACTOR agrees to complete CFX's Potential Conflict Disclosure Form prior to the execution of the Contract, upon the occurrence of an event that requires disclosure, and annually, not later than July 1st. The Potential Conflict Disclosure Form is attached as **Exhibit "C."**

6.4 In the performance of the Contract, CONTRACTOR shall comply with all applicable local, state, and federal laws and regulations and obtain all permits necessary to provide the Contract Services.

6.5 CONTRACTOR covenants and agrees that it and its employees, officers, agents, and subcontractors shall be bound by the standards of conduct provided in Section 112.313, Florida Statutes, as it relates to work performed under this Contract, which standards will be reference be made a part of this Contract as though set forth in full.

6.6 CONTRACTOR hereby certifies that no officer, agent or employee of CFX has any "material interest" (as defined in Section 112.312(15), Florida Statutes) either directly or indirectly, in the business of CONTRACTOR, and that no such person shall have any such interest at any time during the term of this Contract.

7. DISADVANTAGED/MINORITY/WOMEN BUSINESS ENTERPRISES

CFX has adopted a program to provide opportunities for small business, including Disadvantaged/Minority Business Enterprises ("D/MBEs") and Women's Business Enterprises ("WBEs") whereby CFX has adopted CFX Policy BD-1 setting a goal for D/MBE and WBE participation objective ("D/MBE Policy"). CONTRACTOR acknowledges CONTRACTOR has read and reviewed the D/MBE Policy and agrees to comply with the terms and conditions of the D/MBE Policy. Under CFX's program, CONTRACTOR is encouraged to grant small businesses the opportunity to participate in the provision of Services under the Contract with respect to the maintenance and operation of the Central Florida Expressway System in accordance with the D/MBE Policy. CONTRACTOR shall provide information regarding its employment of such businesses, the percentage of payments made to such businesses and others, and compliance with the program requirements of the D/MBE Policy. CONTRACTOR shall provide an annual report to CFX on or before each anniversary of the date indicated in the Notice to Proceed and throughout the Term, regarding use of small business D/MBEs and WBEs and the percentage of payments made to enterprises falling within such categories. Such report shall consolidate the information contained in CONTRACTOR's invoices and shall be in a form reasonably acceptable to CFX.

8. CONTRACTOR INSURANCE AND PERFORMANCE AND PAYMENT BOND

8.1 Anything contained herein to the contrary notwithstanding, during the Term of the Contract and for such additional time as may be further required, the CONTRACTOR shall provide, pay for and maintain in full force and effect insurance outlined below for coverage at not less than the prescribed minimum limits of liability, covering the CONTRACTOR'S activities and those of any and all subcontractors (including officers, directors, employees or agents of each and their successors).

8.2 Upon execution of the Contract, the CONTRACTOR shall furnish to CFX, Certificates of Insurance bearing an original manual signature of the authorized representative of the insurance company. No Services shall commence under the Contract unless and until the required Certificates of Insurance described herein are in effect and have been approved by CFX. The Certificate of Insurance shall be issued to CFX and shall reference the complete and correct Project number, as well as the full and complete name of each insurance company, including city and state of domicile, as listed by A.M. Best Company.

8.3 CONTRACTOR shall carry and keep in force during the period of this Contract, the required amount of coverage as stated below. All insurance must be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a rating of "A-" (excellent) and a financial rating of Class XII, as defined by A.M. Best and Company's Key Rating Guide and must be approved by CFX. CONTRACTOR shall carry and keep in force the following insurance coverage, and provide CFX with correct certificates of insurance (ACORD forms) upon Contract execution:

(a) Commercial General Liability Insurance having a minimum coverage of One Million Dollars ($1,000,000.00) per occurrence of bodily injury or property damage and a minimum of Two Million Dollars ($2,000,000.00) annual aggregate for both General and Products and Completed Operations. Liability insurance shall be current ISO simplified form including products and completed operations coverage. The contractual liability insurance coverage shall include coverage for responsibilities and liabilities assumed by CONTRACTOR under this Contract

(b) Business Automobile Liability (for bodily injury, death and property damage) having a minimum coverage of One Million Dollars ($1,000,000.00) for each accident;

(c) Workers' Compensation Insurance Coverage, including all coverage required under the laws of the state of Florida (as amended from time to time hereafter);

(d) Unemployment Insurance Coverage in amounts and forms required by Florida law, as it may be amended from time to time hereafter;

(e) Professional Liability Coverage shall have limits of not less than One Million Dollars ($1,000,000) Combined Single Limit (CSL) or its equivalent, protecting the selected firm or individual against claims of CFX for negligence, errors, mistakes or omissions in the performance of Services to be performed and furnished by the CONTRACTOR.

(f) Information Security/Cyber Liability Insurance. If a data breach is possible, the CONTRACTOR shall maintain information security/cyber liability insurance to include Internet Media Liability including cloud computing and mobile devices, for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least the minimum limits listed below.

- Each Occurrence – $1,000,000

- Network Security / Privacy Liability –$1,000,000

- Breach Response/ Notification Sublimit – A minimum limit of 50% of the policy aggregate

- Technology Products E&O – $1,000,000 (Only applicable for Vendors supplying technology related services and or products)

- Coverage shall be maintained in effect during the Term of the Contract and for no less than two (2) years after termination/ completion of the Contract.

(g) Information Security/Cyber Liability Insurance written on a "claims-made" basis covering Supplier, its employees, subcontractors and agents for expenses, claims and losses resulting from wrongful acts committed in the performance of, or failure to perform, all Services under this Contract, including, without limitation, claims, demand and any other payments related to electronic or physical security, breaches of confidentiality and invasion of or breaches of privacy.

(h) Commercial Crime Insurance: If the scope of the contract includes involvement with monies and monetary instruments, the Contractor shall maintain commercial crime insurance having a minimum coverage of Ten Million Dollars ($10,000,000.00) per occurrence and a minimum of Ten Million Dollars ($10,000,000.00) annual aggregate.

(i) Fiduciary Liability Insurance: If the scope of the contract includes fiduciary duties, the Contractor shall maintain commercial crime insurance having a minimum coverage of Ten Million Dollars ($10,000,000.00) per claim and a minimum of Ten Million Dollars ($10,000,000.00) annual aggregate.

8.4 Such insurance policies shall be without co-insurance, and shall (a) include CFX, and such other applicable parties CFX shall designate, as additional insureds for commercial general liability and business automobile liability, (b) be primary and noncontributory insurance, (c) include contractual liability for commercial general liability, (d) provide that the policy may not be canceled or materially changed without at least thirty (30) days prior written notice to CFX from the company providing such insurance, and (e) provide that the insurer waives any right of subrogation against CFX, to the extent allowed by law and to the extent the same would not void primary coverage for applicable insurance policies. CONTRACTOR shall be responsible for any deductible it may carry. Renewal Certificates of Insurance for all policies shall be submitted by the Contractor so that they are received by CFX no later than thirty (30) calendar days prior to the expiration of existing insurance coverage. Failure by the Contractor to meet this required timeframe shall result in suspension of partial payments on monthly estimates until the certificates are received and accepted by CFX. Procurement of insurance shall not be construed to limit CONTRACTOR's obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by CFX.

8.5 Any insurance carried by CFX in addition to CONTRACTOR's policies shall be excess insurance, not contributory.

8.6 Failure of CFX to demand such certificate or evidence of full compliance with these insurance requirements or failure of CFX to identify a deficiency from evidence provided will not be construed as a waiver of the CONTRACTOR's obligation to maintain such insurance.

8.7 The acceptance of delivery by CFX of any certificate of insurance evidencing the required coverage and limits does not constitute approval or agreement by CFX that the insurance requirements have been met or the insurance policies shown in the certificates of insurance are in compliance with the requirements.

8.8 If CONTRACTOR fails to obtain the proper insurance policies or coverages, or fails to provide CFX with certificates of same, CFX may obtain such polices and coverages at CONTRACTOR's expense and deduct such costs from CONTRACTOR payments. Alternately, CFX may declare CONTRACTOR in default for cause.

8.9 Performance and Payment Bond:

The CONTRACTOR shall furnish to CFX and shall maintain in effect throughout the term of the Contract, an acceptable surety bond in a sum equal to the amount of the Contract. This bond shall remain in effect until one (1) year after the date when final payment becomes due, except as

provided otherwise by Laws or Regulations or by the Contract Documents. Such bond shall be executed on the form furnished by CFX. The surety shall meet all requirements of the laws of Florida and shall be approved and at all times acceptable to CFX. The surety agent's name, address and telephone number shall be clearly stated on the face of the performance and payment bond.

In the event that the surety executing the bond (although acceptable to CFX at the time of execution of the Contract) subsequently becomes insolvent or bankrupt or becomes unreliable or otherwise unsatisfactory due to any cause which becomes apparent after CFX's initial approval of the company, then CFX may require that the CONTRACTOR immediately replace the surety bond with a similar bond drawn on a surety company which is reliable and acceptable to CFX. In such event, all costs of the premium for the new bond, after deducting any amounts that might be returned to the CONTRACTOR from its payment of premium on the defaulting bond, will be borne by CFX.

9. CONTRACTOR RESPONSIBILITY

9.1 CONTRACTOR shall take any and all reasonable precautions in the performance of the Services and shall cause its employees, agents and subcontractors to do the same. CONTRACTOR shall be solely responsible for the safety of, and shall provide protection to prevent damage, injury or loss to:

(a) all employees of CONTRACTOR and its subcontractors and other persons who are on or about the Central Florida Expressway System or would reasonably be expected to be affected by the performance of the Services;

(b) other property of CONTRACTOR and its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible on or adjacent to the Central Florida Expressway System or other areas upon which Services are performed;

(c) members of the public who may be traveling on the Central Florida Expressway System and their vehicles.

9.2 CONTRACTOR shall comply, and shall cause its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible, with the Scope of Services, policies of CFX, applicable laws, ordinances, rules, regulations, orders of public authorities, sound business practices, including without limitation:

(a) those relating to the safety of persons and property and their protection from damage, injury or loss;

(b) all workplace laws, regulations, and posting requirements;

(c) implementation of a drug-free workplace policy at least of a standard comparable to, and in compliance with, CFX'S Drug-Free Workplace Policy; and

(d) compliance with the public records laws of Chapter 119, Florida Statutes.

9.3 CONTRACTOR shall be responsible for all damage and loss that may occur with respect to any and all property located on or about the Central Florida Expressway System or in any way involved in the provision of Services by CONTRACTOR, whether such property is owned by CONTRACTOR, CFX, or any other person, to the extent such damage or loss shall have been caused or brought about by the acts or omissions of CONTRACTOR or its employees, agents, officers or subcontractors or any other persons for whom CONTRACTOR may be legally or contractually responsible.

9.4 CONTRACTOR shall ensure that all of its activities and the activities of its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible are undertaken in a manner that will minimize the effect on surrounding property and the public.

9.5 CONTRACTOR shall immediately notify CFX of any material adverse change in CONTRACTOR's financial condition, business, prospects, affairs, or operations, or of such change of any partner, or of such change of any shareholder holding greater than a ten percent (10%) interest in CONTRACTOR, or of the existence of any material impairment of rights or ability of CONTRACTOR to carry on as its business and operations are currently conducted.

9.6 With respect to any employees of CONTRACTOR directly providing work to CFX, CONTRACTOR shall not make any requirement of any such employee or enter into a non-competition agreement with any such employee, whether oral or written, of any kind or nature, that would prohibit those employees from leaving CONTRACTOR's employ and taking employment with any successor of CONTRACTOR to perform roadway and bridge maintenance services on behalf of CFX.

10. INDEMNITY

10.1 CONTRACTOR shall indemnify and hold harmless CFX, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONTRACTOR and other persons employed or utilized by CONTRACTOR in the performance of the Services and this Contract.

10.2 Further, CONTRACTOR shall indemnify, defend and hold harmless CFX, and its respective officers and employees, from actual suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONTRACTOR, its subcontractors, officers, agents or employees, or due to any negligent or intentional act or occurrence of omission or commission of the CONTRACTOR, its subcontractors, officers, agents or employees arising from or related to the performances or non-performance of the Services as required hereunder by the CONTRACTOR. This indemnification shall include, without limitation, any misappropriation or violation of third-party copyright, trademark, patent, trade secret, publicity, or other intellectual property rights or other third-party rights of any kind, by or arising out of any one or more of the following:

(a) violation of same by CONTRACTOR, its subcontractors, officers, agents or employees,

(b) CFX's use or possession of the CONTRACTOR Property or CONTRACTOR Intellectual Property (as defined herein below),

(c) CFX's full exercise of its rights under any license conveyed to it by CONTRACTOR,

(d) CONTRACTOR's violation of the confidentiality and security requirements associated with CFX Property and CFX Intellectual Property (as defined herein below),

(e) CONTRACTOR's failure to include terms in its subcontracts as required by this Contract,

(f) CONTRACTOR's failure to ensure compliance with the requirements of the Contract by its employees, agents, officers, or subcontractors, or

(g) CONTRACTOR's breach of any of the warranties or representations contained in this Contract.

10.3 CONTRACTOR will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of CFX or any of its officers, agents or employees. The parties agree that one percent (1%) of the total compensation to the CONTRACTOR for performance of each task authorized under the Contract is the specific consideration from CFX to CONTRACTOR for CONTRACTOR's indemnity and the parties further agree that the one percent (1%) is included in the amount negotiated for each authorized task.

11. PRESS RELEASES

CONTRACTOR shall make no statements, press releases or publicity releases concerning the Contract or its subject matter, or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished under the Contract, or any particulars thereof, including without limitation, the CFX Property and CFX Intellectual Property, without first notifying CFX and securing its consent in writing.

12. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS

CFX is and shall be and remain the sole owner of all rights, title, and interest in, to, and associated with all plans, documents, software in all forms, hardware, programs, procedures, specifications, drawings, brochures pamphlets, manuals, flyers, models, photographic or design images, negatives, videos and film, tapes, work product, information, data and other items (all whether in preliminary, draft, master, final, paper, electronic, or other form), along with the media on which they reside and with which they interface for function or aesthetics, that are generated or developed with respect to and in connection with this Contract and the performance thereof (collectively, the "CFX Property"). CFX's ownership of CFX Property includes without limitation all common law, statutory and other rights, title, and interest in, to, and associated with trademark, service mark, copyright, patent, trade secret, and publicity (collectively, the "CFX Intellectual Property"). CONTRACTOR, its employees, agents, officers, and subcontractors acknowledge that E-PASS® is CFX's registered trademark name for CFX's electronic toll collection system and comprises a portion of CFX Intellectual Property.

CONTRACTOR, its employees, agents, officers, and subcontractors may not use CFX Property or CFX Intellectual Property in any way, other than in performance of its Services under the terms of this Contract, without the prior written consent of CFX, which may be granted or denied in CFX's sole discretion. CONTRACTOR, its employees, agents, officers, and subcontractors' access to and/or use of CFX Property and CFX Intellectual Property is without any warranty or representation by CFX regarding same.

For all materials listed hereinabove that are not generated or developed under this Contract or performance hereof, but rather are brought in, provided, or installed by CONTRACTOR (collectively, the "CONTRACTOR Property"), and the intellectual property rights associated therewith (collectively, the "CONTRACTOR Intellectual Property"), CONTRACTOR (its employees, officers, agents, and subcontractors, which for purposes of this section shall collectively be referred to as "CONTRACTOR") warrants and represents the following:

12.1 CONTRACTOR was and is the sole owner of all right, title and interest in and to all CONTRACTOR Property and CONTRACTOR Intellectual Property; or

12.2 CONTRACTOR has obtained, and was and is the sole holder of one or more freely assignable, transferable, non-exclusive licenses in and to the CONTRACTOR Property and CONTRACTOR Intellectual Property, as necessary to provide and install the CONTRACTOR Property and/or to assign or grant corresponding to CFX all licenses necessary for the full performance of this Contract; and that the CONTRACTOR is current and will remain current on all royalty payments due and payable under any license where CONTRACTOR is licensee; and

12.3 CONTRACTOR has not conveyed, and will not convey, any assignment, security interest, exclusive license, or other right, title, or interest that would interfere in any way with the CFX's use of the CONTRACTOR Property or any license granted to CFX for use of the CONTRACTOR Intellectual Property rights; and

12.4 Subject to Chapter 119, Florida Statutes (Florida Public Records Act), CONTRACTOR shall maintain CFX Property and CFX Intellectual Property in strictest confidence and may not transfer, disclose, duplicate, or otherwise use CFX Property or CFX Intellectual Property in any way, other than in performance of its Services under the terms of this Contract, without the prior written consent of CFX, which may be granted or denied in CFX's sole discretion. CONTRACTOR shall not publish, copyright, trademark, service mark, patent, or claim trade secret, publicity, or other rights of any kind in any of the Property. In ensuring the confidentiality and security of CFX Property and CFX Intellectual Property, CONTRACTOR

shall utilize the same standards of protection and confidentiality that CONTRACTOR uses to protect its own property and confidential information, but in no instance less than reasonable care plus the standards set forth anywhere in this Contract.

CONTRACTOR further warrants and represents that there are no pending, threatened, or anticipated Claims against CONTRACTOR, its employees, officers, agents, or subcontractors with respect to the CONTRACTOR Property or CONTRACTOR Intellectual Property.

The provisions of this Section shall survive the term of this Contract for the longer of:

12.5 The statute of limitations on any action arising out of either party's conduct relating to this section, whether such action may be brought by CFX, CONTRACTOR, or a third party; **or**

12.6 CFX's continued use (notwithstanding any temporary suspension of use) of any CONTRACTOR Property or CONTRACTOR Intellectual Property; and

12.7 Notwithstanding sections 12.5 and 12.6, the confidentiality and security provisions contained herein shall survive the term of this Contract for ten (10) years beyond 12.5 and 12.6.

13. PERMITS, LICENSES, ETC.

Throughout the Term of the Contract, the CONTRACTOR shall procure and maintain, at its sole expense, all permits and licenses that may be required in connection with the performance of Services by CONTRACTOR; shall pay all charges, fees, royalties, and taxes; and shall give all notices necessary and incidental to the due and lawful prosecution of the Services. Copies of required permits and licenses shall be furnished to CFX upon request.

14. NONDISCRIMINATION

CONTRACTOR, its employees, officers, agents, and subcontractors shall not discriminate on the grounds of race, color, religion, sex, national origin, or other protected class, in the performance of work or selection of personnel under this Contract.

15. NOTIFICATION OF CONVICTION OF CRIMES

CONTRACTOR shall notify CFX if any of CONTRACTOR's Key Personnel (hereinafter defined) shall be convicted of any crime, whether state or federal, or felony or misdemeanor of

any degree. Such notification shall be made no later than thirty (30) days after the conviction, regardless of whether such conviction is appealed.

16. COMPLIANCE WITH LAWS; EQUAL EMPLOYMENT OPPORTUNITY

CONTRACTOR shall conform and comply with and take reasonable precaution to ensure that every one of their directors, officers and employees abides by and complies with all applicable laws of the United States and the State of Florida, and all local laws and ordinances. Furthermore, CONTRACTOR agrees to and shall comply with all federal, state and local laws and ordinances prohibiting discrimination with regard to race, color, national origin, ancestry, creed, religion, age, sex, marital status or the presence of any sensory, mental or physical handicap or other disability, and will take affirmative steps to insure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability or national origin. This provision shall include, but not be limited to, the following: employment; promotion; demotion; transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

17. ASSIGNMENT AND REMOVAL OF KEY PERSONNEL

A significant factor in the decision of CFX to award this Contract to the CONTRACTOR is the level of expertise, knowledge and experience possessed by employees of CONTRACTOR, particularly the Project Manager, Quality Control Manager, Project Superintendent and Contract Support Specialist (the "Key Personnel") and CONTRACTOR's covenant to have employees possessing such expertise, knowledge and experience available at all times to assist in the provision of the Services in accordance with the Scope of Services. Throughout the Term of this Contract, CONTRACTOR shall employ individuals having significant training, expertise, and experience in the areas or disciplines more particularly set forth in the Scope of Services, together with such other areas of expertise or experience, as may be designated from time to time during the Term of this Contract by CFX. When CFX designates an additional area for which expertise or experience shall be required, CONTRACTOR shall use all reasonable and diligent efforts to promptly hire and retain one or more individuals possessing such experience or expertise.

CONTRACTOR shall use commercially reasonable efforts to maintain Key Personnel as employees throughout the Term of the Contract in accordance with the standards and requirements set forth in the Scope of Services. The identity of the individuals, initially assigned to each of such positions by CONTRACTOR, shall be submitted to CFX and CFX shall be

notified in advance of any changes in the individuals. The Key Personnel shall be committed to performing Services on this Contract to the extent required.

If prior to the second anniversary of the Effective Date of this Contract, CONTRACTOR removes, suspends, dismisses, fires, transfers, reassigns, lays off, discharges, or otherwise terminates any Key Personnel, CONTRACTOR will use commercially reasonable efforts to replace Key Personnel with employees of like expertise.

Promptly upon request of CFX, CONTRACTOR shall use commercially reasonable efforts to substitute any remove any employee whom CFX considers unsuitable for such work.

18. SUBLETTING AND ASSIGNMENT

CFX has selected CONTRACTOR to perform the Services based upon characteristics and qualifications of CONTRACTOR and its employees. Therefore, CONTRACTOR shall not further sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the CONTRACTOR's right, title, or interest therein without the written consent of CFX, which may be withheld in CFX'S sole and absolute discretion. Any attempt by CONTRACTOR to dispose of this Contract as described above, in part or in whole, without CFX'S written consent shall be null and void and shall, at CFX's option, constitute a default under the Contract.

If, during the term of the Contract, CONTRACTOR desires to subcontract any portion(s) of the work to a subcontractor that was not disclosed by the CONTRACTOR to CFX at the time that the Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subcontractor, equal or exceed twenty-five thousand dollars ($25,000.00), the CONTRACTOR shall first submit a request to CFX's Director of Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the Executive Director or his/her designee, no such subcontract shall be executed by the CONTRACTOR until it has been approved by CFX Board. In the event of a designated emergency, the CONTRACTOR may enter into such a subcontract with the prior written approval of the Executive Director or his/her designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by CFX Board at its next regularly scheduled meeting.

19. DISPUTES

All Services shall be performed by the CONTRACTOR to the reasonable satisfaction of CFX's Executive Director (or her delegate), who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Contract, the prosecution and fulfillment of the Services described and the character, quality, amount and value thereof. The Executive Director's decision upon all claims, questions and disputes shall be final agency action. Adjustments of compensation and Contract time, because of any major changes in the Services that may become necessary or desirable as the work progresses shall be left to the absolute discretion of the Executive Director (and CFX Board if amendments are required) and supplemental agreement(s) of such nature as required may be entered into by the parties in accordance herewith.

20. OTHER SEVERABILITY

If any section of this Contract be judged void, unenforceable or illegal, then the illegal provision shall be, if at all possible, interpreted or re-drafted into a valid, enforceable, legal provision as close to the parties' original intention, and the remaining portions of the Contract shall remain in full force and effect and shall be enforced and interpreted as closely as possible to the parties' intention for the whole of the Contract.

21. INTEGRATION

It is understood and agreed that the entire agreement of the parties is contained in this Contract herein and that this Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. No waiver, amendment, or modification of these terms hereof will be valid unless in writing, signed by all parties and only to the extent therein set forth.

22. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

CONTRACTOR hereby acknowledges that pursuant to Section 287.133(2)(a), Florida Statutes, "a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids,

proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO ($35,000) for a period of 36 months following the date of being placed on the convicted vendor list."

CONTRACTOR further acknowledges that pursuant to Section 287.134(2)(a), Florida Statutes, "an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."

23. GOVERNING LAW AND VENUE

This Contract, and all claims, controversies, and causes of action arising out of or relating to this Contract, whether sounding in contract, tort, or statute, shall be governed by, and enforced in accordance with, the internal laws of the State of Florida, including its statutes of limitations, without giving effect to any conflict-of-laws or other rule that would result in the application of the laws of a different jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract. The parties consent to the exclusive jurisdiction of the courts located in Orange County, Florida. The obligations in Section shall survive the expiration or termination of this Contract and continue in full force and effect.

24. RELATIONSHIPS

CONTRACTOR acknowledges that no employment relationship exists between CFX and CONTRACTOR or CONTRACTOR's employees. CONTRACTOR shall be responsible for all direction and control of its employees and payment of all wages and salaries and other amounts due its employees. CONTRACTOR shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax and income tax withholding, unemployment compensation, workers compensation, and employment benefits.

CONTRACTOR shall conduct no act or omission that would lead CONTRACTOR's employees or any legal tribunal or regulatory agency to believe or conclude that CONTRACTOR's employees would be employees of CFX.

Any approval by CFX of a subcontract or other matter herein requiring CFX approval for its occurrence shall not be deemed a warranty or endorsement of any kind by CFX of such subcontract, subcontractor, or matter.

25. INTERPRETATION

For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Except for reference to women's business enterprises and matters relating thereto, reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If CONTRACTOR discovers any material discrepancy, deficiency, or ambiguity in this Contract, or is otherwise in doubt as to the meaning of any provision of the Contract, CONTRACTOR may immediately notify CFX and request clarification of CFX's interpretation of the Contract.

26. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONTRACTOR hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached documentation supporting the compensation are accurate, complete and current as of the date of this Contract. It is further agreed that said price shall be adjusted to exclude any significant sums where CFX shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one (1) year following the date of final billing or acceptance of the work by CFX, whichever is later.

27. SURVIVAL OF EXPIRATION OR TERMINATION

Any clause, sentence, paragraph, or section providing for, discussing, or relating to any of the following shall survive the expiration or earlier termination of the Contract:

27.1 Trademarks, service marks, patents, trade secrets, copyrights, publicity, or other intellectual property rights, and terms relating to the ownership, security, protection, or confidentiality thereof; and

27.2 Payment to CONTRACTOR for satisfactory Services performed or for termination expenses, if applicable; and

27.3 Prohibition on non-competition agreements of CONTRACTOR's employees with respect to any successor of CONTRACTOR; and

27.4 Obligations upon expiration or termination of the Contract; and

27.5 Any other term or terms of this Contract which by their nature or context necessarily survive the expiration or earlier termination of the Contract for their fulfillment.

28. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

28.1 Immediately upon expiration or termination of this Contract CONTRACTOR shall submit to CFX, upon request, a report containing the last known contact information for each subcontractor or employee of CONTRACTOR who performed work under the Contract; and

28.2 CONTRACTOR shall initiate settlement of all outstanding liabilities and claims, if any, arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of CFX.

29. INSPECTOR GENERAL

CONTRACTOR understands and shall comply with subsection 20.055(5), Florida Statutes, and to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to this section. The undersigned further agrees that any subconsultants and subcontractors to the undersigned participating in the performance of this Contract shall also be bound contractually to this and all applicable Florida statutory requirements.

30. E-VERIFY

CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the CONTRACTOR during the term of the contract. CONTRACTOR shall require all of its subcontractors to verify the employment eligibility of all new employees hired by the subcontractors during the Term of this Contract.

31. APPROPRIATION OF FUNDS

CFX's performance and obligation to pay under this Contract are contingent upon an annual budget appropriation by its Board. The parties agree that in the event funds are not appropriated, this Contract may be terminated, which shall be effective upon CFX giving notice to the CONTRACTOR to that effect.

32. NOTICE TO THE PARTIES

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party to whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to wit:

CFX: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, Florida 32807
ATTN: Director of Maintenance

With a copy to: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, Florida 32807
ATTN: General Counsel

CONTRACTOR: LOUIS BERGER HAWTHORNE SERVICES, INC.
640 Ocoee Business Parkway, Suite 10
Ocoee, FL 34761
ATTN: Christopher Warren, Vice President

33. EXHIBITS

This Contract references the exhibits listed below.

Exhibit “A” Scope of Services
Exhibit “A1” CFX Incident Response Plan
Exhibit “A2” CFX Facilities Maintenance Specifications
Exhibit “A3” - CFX Toll Facilities Index and Map Feb 2022
Exhibit “B” Method of Compensation
Exhibit “C” Contractor Technical Proposal
Exhibit “D” Contractor Price Proposal
Exhibit “E” Potential Conflict Disclosure Form

Attachment 1 – Memorandum of Agreement
Attachment 2 – Addendum Nos. 1 and 2

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties as of the day and year first above written. This Contract was awarded by CFX's Board of Directors at its meeting on June 09, 2022.

ACCEPTED AND AGREED TO BY:

LOUIS BERGER HAWTHORNE SERVICES, INC.

By: _____

Christopher Houghton
Title Vice President

ATTEST: MarkVSadowski

DATE: 7/26/2022

LOUIS BERGER HAWTHORNE SERVICES, INC. CORPORATE SEAL 1984 SOUTH CAROLINA

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Date: 2022.08.08 08:36:08 -04'00'

Director of Procurement

Print Name: Aneth Williams

Date: _____

Approved as to form and execution for the use and reliance by CFX only.

Laura Newlin Kelly Digitally signed by Laura Newlin Kelly Date: 2022.07.29 10:38:51 -04'00'

General Counsel for CFX

Diego "Woody" Rodriguez
Print Name

EXHIBIT "A" – SCOPE OF SERVICES

Exhibit "A1" CFX Incident Response Plan
Exhibit "A2" CFX Facilities Maintenance Specifications
Exhibit "A3" CFX Toll Facilities Index and Map Feb 2022

Attachment 1

AIR CONDITIONING AND HEATING EQUIPMENT

1.0 Description

Perform inspection, maintenance, and repair of air conditioning and heating equipment.

Given the number of air conditioning units on the CFX System, the Contractor shall have at least two First Tier (2) subcontractors in addition to their own qualified personnel performing the work. The work shall be equally distributed as appropriate.

Personnel performing work on the CFX Headquarters Building chiller system shall be qualified and experienced with such systems. The Contractor shall provide qualifications and experience of this personnel to the Director of Maintenance for approval within 30 days of Notice to Proceed.

2.0 Qualifications

2.1 Personnel performing the work shall be currently licensed by the State of Florida in accordance with State laws.

2.2 Submit copy of the individual's license from the State of Florida as a Class "A" Certified Air Conditioning Contractor.

2.3 The Contractor shall provide proof that personnel performing the work are certified in types of equipment and controls to be maintained and or repaired.

3.0 Responsibilities

3.1 Perform inspection, maintenance, and repair of air conditioning and heating equipment as specified herein.

3.2 Prepare and submit a plan of proposed maintenance services to the CFX Director of Maintenance within 3 months of the award of the contract. This shall include maintenance plans for all serviceable components.

3.3 Filters shall be replaced at the following frequencies:

Toll Plazas

- All toll plazas shall be replaced quarterly using ONLY Pleated High efficiency filters, minimum MERV-8.

Magnolia E-PASS Service Center

- Filters at the r shall be replaced every two months using ONLY Pleated High efficiency filters minimum MERV-8.

CFX Headquarters

- The 2-inch-thick filters for the seven main air handlers shall be replaced every two months. ONLY Pleated High efficiency filters minimum MERV-8.
- The 12-inch-thick filters for the seven main air handlers shall be replaced every twelve months. ONLY Pleated High efficiency filters minimum MERV-13.
- The 1-inch thick filters for the two split systems shall be replaced every two months using ONLY Pleated High efficiency filters minimum MERV-8.
- The washable filters for the wall mounted split system shall be cleaned every two months in accordance with the manufacturer's recommendation.
- The VFD filters in the chiller yard shall be replaced every three months.

The contractor shall write the date of installation on each filter installed.

Any filter discovered that is older than that specified above shall result in Liquidated Damages PF-1 (See Scope of Services 5.5) beginning from the scheduled date for change until the date of replacement. All filters shall be changed within the first 60 days of the Notice to Proceed. The Contractor shall take time stamped photo of each filter change that can be provided to CFX upon request. All used filters shall be removed from the CFX property. Contractor shall not use CFX dumpsters for disposal of filters.

3.4 Operations Inspections and Maintenance Checks

Perform inspection and maintenance checks (preventive maintenance) on all units two (2) times each year (Spring: March-May and Fall: September-November). All items in the preventive maintenance inspection shall be checked along with any other item necessary to ensure that each unit is operating properly. All heating units shall be cleaned during the Fall inspection and maintenance check.

3.4.1 The inspection and maintenance checks shall consist of, but are not necessarily limited to, the following:

a. Clean condenser and evaporator coils. Spring
b. Check motors for proper operation, noises or vibrations. Spring and Fall
c. Clean and oil air handling units (squirrel cages and fans). Spring
d. Clean drain pans and condensate lines. Spring and Fall
e. Lubricate all motors that require lubrication. Spring

f. Check and record electrical system for proper voltages and amperages. Spring and Fall
Check controls and thermostats for proper operation. Spring and Fall
g. Replace filters (see section 3.3 above).
h. Check refrigerant level and add refrigerant and check for/repair leaks as needed.
i. Check electrical connections. Spring and Fall
j. Check for vibrations and noises. Spring and Fall
k. Check all belts and alignment of belt pulleys. Spring and Fall
l. Replace worn belts. Replace belts at least once a year. Fall
m. Record refrigerant pressure and include super heat and subcooling temperatures. Spring and Fall
n. Test and balance all mainline plaza administration and tower buildings and the headquarters building once every five years and provide test and balance report for each location.
o. Check and verify proper operation of computer control systems and repair as needed. Spring and Fall

p. Check and record supply and return air temperatures.
q. Install drain pan treatments quarterly. Use the amount recommended by the manufacturer of the drain pan treatment.
r. Repair or replace all deficient or damaged parts or components identified during the inspection as needed.

3.5 Maintenance Schedule

3.5.1 For the mainline and ramp toll plaza buildings provide the operation inspection and maintenance checks listed above, Monday through Friday, excluding holidays, between the hours of 8:00 a.m. and 5:00 p.m.

For the CFX Headquarters and Magnolia E-Pass Service Center buildings provide the operation inspection and maintenance checks listed above, Monday through Friday, 12:00 a.m. to 5:00 a.m. or on a Sunday.

At the Contractor's request, the Director of Maintenance, may consider alterations to the above time schedules dependent upon CFX's operational needs.

Any preventative maintenance inspection performed outside of the time frames indicated above shall result in Liquidated Damages PF-1 (See Scope of Services 5.5) beginning from the end of the scheduled period until the date the inspection is performed, and the inspection report is submitted.

3.6 Unscheduled Service, Repairs and Replacements

3.6.1 Provide unscheduled service calls, including emergency service to diagnose problems and make repairs, adjustments and replacements, as necessary, to keep the equipment in good operating condition.

3.6.2. Emergency repair response time (the time taken to arrive at the site after notification) shall be two (2) hours or less regardless of the day or time of the notification for critical repairs. Failure to complete the work per the time frames above shall result in a reduction of compensation as defined in the Scope of Services (5.3.7).

As a minimum, all spaces that are manned or are locations for electronic equipment are considered critical. All mainline plaza recorder rooms are equipped with a 220volt outlet to utility and emergency power. This outlet will accommodate the portable air conditioning unit until a "down" unit is back in operation. The Contractor shall transport, install and operate the portable unit when required. The Contractor shall perform the same operation inspections and maintenance checks on the portable unit as listed above for permanent units.

3.6.3 For the toll booth air conditioning units identified in the attached list, repair a "down" unit within 72 hours after receipt of notification. Failure to comply with this completion schedule will result in assessment of l Liquidated Damages PF-1 (See Scope of Services 5.5).

3.6.4 The air conditioning units in the CFX Headquarters Building and Magnolia E-PASS Service Center shall remain in operation Monday through Friday between the hours of 7:00 a.m. and 1:00 a.m., and 7:00 a.m. to 7:00 p.m. on Saturday. Any maintenance-related shut downs to the system must be performed outside of this time range or on weekends.

3.7 Reports

3.7.1 After completion of the operation inspection and maintenance check, submit separate written reports to the Director of Maintenance for each location giving the overall status of the equipment and providing specific recommendations concerning equipment replacement or changes, if any, which should be considered to reduce the overall operating costs and/or to improve equipment performance.

3.7.2 Reports shall be attached to the monthly invoice.

3.7.3 Submit a sample report to the Director of Maintenance for approval prior to the initial payment.

3.8 Maintenance Log

3.8.1 Develop and use a maintenance log for each unit location. Logs shall be kept at the CFX sites in a place easily accessible by CFX personnel and kept current as to the last routine maintenance or repair activity performed. All logs shall be the property of the CFX.

3.8.2 The logs at a minimum shall include the following:

a. Columns showing the make, model, and serial number of the equipment.
b. Date and time in and out for each Contractor activity, routine maintenance or repair performed, brief description of work completed, comments, and name of servicing mechanic.
c. Equipment's general condition, operating data, noises, vibration, temperatures and pressures in comparison to last visit.

3.8.3 Submit a sample log form to the Director of Maintenance for approval prior to its use in the site

4.0 Type and Location of Air Conditioning and Heating Equipment

Below are some typical units that are installed at the facilities. There are over 250, 1 to 5-ton units, over 45, 5 to 12-ton units and at least 3 over 12-ton units. The Contractor is responsible for preparing a complete inventory of all units. Failure to note these units in this list or by quantity does not alleviate the Contractor from the responsibility of response and repair of the units. The units listed below are for understanding of the typical units and SHALL NOT be considered a full list of units.

Type 1. Tunnel Plaza
Main Building - 1 Main Building Unit, 1 Tunnel makeup Air Unit, 1 recorder Room Unit. (Exception Hiawassee – has 3 Recorder and Tech Room Units)
Booths – Trane or Coleman (or like) (8 units)

Type 2. Bridge Main Plaza
Main Buildings - 1 Main Building Unit each building, 1 recorder Room Unit, each building.
Booths – Trane or Coleman (or like) (8 to 12 units)

Type 3. **AET Gantry Main Plaza.**
Main Building: 2 Units each.

Type 4. **Older Ramps**
Main Building - Trane (1 units)
Recorder Room (1 unit)

Type 5. **Newer Ramps**
Main Building - Trane (1 unit)
Recorder Room Liebert (1 unit)

Type 6. **CFX Headquarters**
Air Cooled Chiller (Chilled Water)
Multiple Air Handlers
Multiple Variable Volume Boxes
Carrier (2 units)
Liebert (3 units)

Type 7. **E-PASS Service Center** (525 South Magnolia Road)
Roof Top (2 units)
Liebert (1 unit)

END OF ATTACHMENT 1

Attachment 2

ELECTRICAL

1.0 Description

Perform inspection, maintenance, installation, replacement, and repair of electrical items including but not limited to panel boxes, panels, breakers, fuses, contactors, disconnects, indoor and outdoor fixtures, transformers, switches, ballasts, fittings, controls, rewiring, light bulbs, traffic signals, canopy lights, parking lot lighting, lightning protection systems, generator systems, receptacles, severed/damaged conduits, cables,, and automatic transfer switches..

2.0 Qualifications

2.1 Personnel performing the work shall be currently licensed in accordance with the laws of the State of Florida.

2.2 Submit a copy of the qualifying individual's license from the State of Florida as a state certified electrical contractor.

3.0 Responsibilities

3.1. Within six months after the date of the Notice to Proceed for the Contract, and at annual intervals thereafter, perform an operation and maintenance inspection at all building sites consisting of, but not limited to:

a. Meter check loads on all panels to verify balance among phases.
b. Notify CFX of any unusual or excessive electrical consumption.
c. Check breakers for proper electrical connection and tightness.
d. Check switches for proper amperes, voltage rating and type.
e. Check fuses, change fuses when necessary.
f. Cover any open blank slots in panels, install removed box and wireway covers and clean up any mismanaged wires associated with the power systems at all facilities included in this Scope of Work.
g. Check locks at breakers/panels, provide new locks when necessary.
h. Check all visible wires/cables for proper insulation.
i. Check all visible electrical connections for tightness. (Utilize torque screw driver as needed)
j. Perform minor repairs and preventive maintenance for those recurring tasks that may require minor disassembly and removal of available inspection covers for internal inspections, measurements, and adjustments including minor repairs and/or replacement of

routine expendable parts, controls, switches, indicator lamps and similar items. Repair or replace junction boxes, raceways, covers and related hardware.

k. Label all unlabeled circuits in breaker panels. All Circuit Breaker Schedules shall be kept current and are the responsibility of this contract regardless if removed by others.

l. Check and verify proper operation of building emergency shutoff.

m. Check lightning protection system once per month and after known or reported lightning strikes. Perform Grounding tests as called out in the grounding section.

n. Check all TVSS units and replace defective components.

Any initial electrical inspection that has not been completed and the report not submitted for each complete building site within 6 months of NTP shall result in Liquidated Damages PF-1 (See Scope of Services 5.5) beginning from Contract day 181 until the date the report is submitted for each report that is late. Any annual electrical inspection that has not been completed and report for each complete building site not submitted by the 365th day following the date of the initial report shall result in Liquidated Damages PF-1 (See Scope of Services 5.5) for each day and for each report that is late.

3.2 Perform an Infrared test by a certified technician on all electrical equipment in accordance with the National Fire Protection Association (NFPA) guidelines at all building sites every three years and provide a report of results to the Director of Maintenance.

3.3 On-Going Electrical Service Repairs and Replacements

3.3.1 Provide electrical service calls, including emergency service to diagnose problems and make repairs, adjustments and replacements, as necessary to keep the electrical system in good operating condition.

3.3.2 All work shall be performed by using direct replacement components as provided in the initial installation or a pre-approved equal as designated by written submittal and approval. All components shall be UL listed or approved materials.

3.3.3 Use a licensed Master or Journeyman Electrician to perform the work. Modifications from existing systems shall be performed by a licensed Master Electrician and approved as changes to the existing system.

3.3.4 Furnish personnel lift and/or bucket truck. The personnel lift and/or bucket

truck shall be outfitted with amber strobes and traffic control devices as appropriate.

3.3.5 Repair response time (the time taken to arrive at the site after notification) shall be no more than two (2) hours regardless of the day or time of the notification. Failure to respond per the time frame above shall result in a reduction of compensation for emergency response as defined in the Scope of Services (5.3.7).

3.3.6 Provide all interaction and coordination with the Power Companies to troubleshoot, repair and coordinate repairs for all electrical systems. Loss of power from a power company shall warrant calls to that power company within two (2) hours of outage by contractor and estimate of restoration shall be sent in writing to the Director of Maintenance.

3.3.7 Repair and/or replace all lighting components that are not functioning within 72 hours. Lighting components that are on photocells shall be examined at night for functionality and shall be replaced within 72 hours if not functioning. Broken or discolored lenses shall be replaced as part of this contract. All exterior lights shall be checked monthly and replaced immediately upon observing they are not functioning or by service call. Failure to comply shall result in Liquidated Damages PF-1 (See Scope of Services 5.5)

3.3.8 Emergency lighting shall be replaced or repaired if malfunctioning within 24 hours. Failure to comply shall result in Liquidated Damages PF-1 (See Scope of Services 5.5)

3.3.9 All work shall be done in rigid galvanized steel except when located behind drywalls or in ceilings where EMT is permitted. All electrical conduits shall have a ground conductor (green). Upon completion of all work on electrical service installation, perform soil resistance test to insure a resistance value no more than 25 ohms for each ground rod. All ground rods shall be a minimum of 3/4" x 20 ft. copper, cadweld unions except where attached to the cold-water pipe.

3.4 Reports

3.4.1 After completion of each electrical or repair, the Contractor shall submit a detailed written report to the Director of Maintenance. The report shall list each location and show the following information:

a. Overall status of the main electrical components such as panel boxes,

panels, and breakers. Include measurements, adjustments, minor repairs and/or replacement of parts performed.

b. Specific recommendations concerning equipment/parts replacement or changes, if any, which should be considered to reduce the overall operating costs, improve the performance and/or system reliability.

3.4.2 Report shall be attached to the monthly invoice.

3.4.3 Submit a sample report to the Director of Maintenance for approval prior to the initial payment.

3.5 Quality Assurance

3.5.1 Work and materials shall be in accordance with local codes and agencies and authorities having jurisdiction and with the codes and methods described in the publications of the Institute of Electrical and Electronic Engineers, the Illuminating Engineering Society, the Insulated Power Cable Engineers association, the National Electrical Code, the National Electrical Safety Code, the National Electrical Manufacturers Association, and the National Fire Protection Association.

END OF ATTACHMENT 2

Attachment 3

EMERGENCY GENERATORS

1.0 Description

Perform inspections, routine maintenance, parts replacements, fueling of tanks, repair of emergency generator equipment, and automatic transfer switches.

Each Mainline and Ramp plaza, Hiawassee Data Center (2), Magnolia E-Pass Service Center as well as the Headquarters Building has a generator and all shall be included in the maintenance contract. The generators at the toll facilities use LP fuel with the exception of Poinciana Parkway. The generator at the Headquarters and Poinciana Parkway buildings are diesel. CFX Headquarters Building currently has 5 portable gasoline powered generators. A recent inventory of existing generators is included in the appendix for information. The Contractor shall be responsible for preparing a complete inventory of all generators including as a minimum the make, model, size and fuel type.

2.0 Qualifications

Personnel performing routine services shall have experience in inspecting, maintaining and repairing emergency generator sets of the size and capacity of those on the CFX system.

Any repairs to the generator system shall be performed by a
Factory Certified Technician for the respective generator manufacturer for the generator to be repaired.

3.0 Responsibilities

3.1 Emergency Generator Service and Repairs

3.1.1 Emergency generator service calls, including emergency service to diagnose problems and make repairs, adjustments and replacements, as necessary to keep the emergency generators in good operating condition.

Repairs to emergency generators shall be performed by a Factory Certified Technician for the respective generator manufacturer for the generator to be repaired. Repair response time (the time taken to arrive at the site after notification) shall be 2 hours regardless of the day or time of the notification.

In addition to responding to emergency repairs, the Contractor shall also

dispatch a generator technician to any reported loss of line power regardless of whether the generator is operating or not. The response time for this situation shall also be no more than two (2) hours regardless of the day or time of the notification.

Failure to respond per the time frame above shall result in a reduction of compensation for emergency response as defined in the Scope of Services (5.3.7).

3.1.2 All work shall be performed by using direct replacement components or Authority approved replacements. All components shall be UL approved materials. All Generator systems shall be designed for commercial applications. (Residential units are not permitted).

3.1.3 If an emergency generator cannot be repaired within 24 hours, a replacement generator in like kind shall be provided.

3.1.4 Each generator shall be kept locked with a key located at the site of the respective building for which the generator serves.

3.2 Emergency Generator Preventive Maintenance and Operation Inspection Service

3.2.1 Perform emergency generator inspections and routine maintenance monthly per location. Each inspection shall be completed in its entirety before beginning another. Generator inspections shall occur during hours at a time convenient to the operation of the facility.

3.2.2 At the completion of each generator inspection or maintenance visit, provide a maintenance check sheet listing all services performed. The maintenance check sheet shall meet all Environmental Protection Agency (EPA) requirements.

3.2.3 The items to be inspected and the routine maintenance to be performed for the generators and engines are set forth in article 3.3 Emergency Generator Inspection and Routine Maintenance Activities. At the time of the generator inspection, examine each of the items indicated and perform the required routine maintenance.

3.2.4 Each generator shall be run on a weekly basis for a minimum of 30 minutes. A schedule shall be submitted to the Director of Maintenance within 4 months of the renewal or new contract award.

3.2.5 Check general fuel levels monthly and on each service call and maintain level at 70% of full. Maintain adequate/recommended fuel stabilizer for diesel fuel tanks.

3.3 Emergency Generator Inspection and Routine Maintenance Activities

3.3.1 Oil System (Semi Annual - Except Check for Leaks monthly)

a. Change engine oil (Check oil level monthly and add oil if necessary to maintain proper level)
b. Change governor oil if applicable
c. Change injection pump oil if applicable
d. Change oil filter and gaskets
e. Change oil in crankcase breather if applicable
f. Visually check for leaks (monthly).

3.3.2 Cooling System (Monthly)

a. Check general condition
b. Sample and test anti-freeze and add if needed (flush and replace in accordance with manufacturer's recommendations.)
c. Check coolant level
d. Pressure test system
e. Check and replace belts and hoses if needed
f. Replace filters if applicable

3.3.3 Exhaust System (Monthly)

a. Visually check for leaks, corrosion and check condensation trap and muffler condition.
b. Ensure muffler rain cap is in proper operating condition
c. Drain condensation if possible
d. Check and lubricate heat riser plate

3.3.4 Fuel System (Monthly)

a. Check for leaks; check all visible connections and flexible hoses. Replace flexible hoses if needed
b. Adjust carburetor as needed
c. Change fuel filters as needed
d. Clean fuel strainers
e. Lubricate day tank float switch and manual pump
f. Check for water in day fuel tank and main fuel tank
g. Lubricate carburetor and linkage
h. Lubricate governor linkage
i. Service air filters as needed
j. Clear debris from around engine from grass or other foreign sources

k. Clean and flush fuel tanks and fuel system at the HQ and Poinciana Parkway buildings in years 2 and 4 of the contract.

l. Check tanks to ensure they meet EPA requirements. Keep monthly log of all above ground diesel fuel tank inspection reports.

3.3.5 Generator (Monthly)

a. Visually inspect generator condition, check slip rings and commutator for wear, check lubrication of rear generator bearing.
b. Clean rings and commutator
c. Lubricate over speed switch
d. Check diode heat sinks
e. Clear debris from around engine including grass or other foreign items.

3.3.6 Battery (Monthly)

a. Check specific gravity and load test
b. Check water level
c. Clean terminals and posts and coat with inhibitor
d. Check battery charge. Replace battery as needed.

3.3.7 Engine Check While Running (Monthly)

a. Test low oil pressure (LOP) safety - Seconds to shutdown
b. Test high engine temperature (HET) safety - Seconds to shutdown
c. Test over speed (O/S) safety - Seconds to shutdown
d. Check pre-alarms if applicable
e. Check over crank (O/C) item - Seconds to shutdown
f. Check cycle start up time
g. Check noises or leaks
h. Adjust carburetor and choke as needed (if applicable)

3.3.8 Ignition System (Monthly)

a. Checks all wires
b. Inspect plugs, points, condenser and rotor and replace as needed
c. Inspect distributor cap, replace if needed
d. Lubricate point cam and advance wick
e. Lubricate upper and lower bearing
f. Set timing as needed
g. Inspect and lubricate mechanical advance

3.3.9 Accessories (Monthly)

a Lubricate all hinges, door locks and cover snaps. Test locks and

replace or repair as needed
b. Inspect and test annunciator for proper operation
c. Inspect battery charger
d. Adjust battery charger - AMP-MA
e. Adjust annunciator battery lights
f. Inspect tanks for rust and corrosion; prepare and paint all areas showing signs of rust or corrosion.
g. Prepare and paint any areas on the generator enclosure showing signs of rust or corrosion.

3.3.10 Testing (Quarterly)

a. Check unit under actual load (This check should be performed after hours or during weekends.)
b. Adjust voltage and frequency under actual load
c. Adjust clock exerciser, day, time, load, no load
d. Test delay start, pick up, transfer, cool down, transition and preheat
e. Calibrate UV Sensors, generator sensor, and OV sensors
f. Record load per leg, voltage, hertz, oil pressure and water temperature
g. Check battery charging system.
h. Test transfer switch relays for proper operation including loss of single-phase power.

3.3.11 Testing (Annually)

a. Check the Sacrificial Cathodic Anode for proper operation
b. Provide Certification of proper operation
c. Load bank test all generators for at least 2 hours.

3.4 Reports

3.4.1 After completion of each monthly preventative maintenance/inspection service or maintenance call, submit a written report (including a copy of the maintenance check sheet for each generator serviced as addressed in Article 3.2.2) to the Director of Maintenance or designated representative. The inspection format shall meet generator manufacturer's recommendations as well as the requirements in the attached list and in NFPA 110, Table A-6-3.1A. The report shall list each location and show the following information:

a. Component Identification information (Manufacturer, size, model, serial number, etc.)
b. Overall status of the main components.
c. Specific recommendations concerning equipment/parts

replacement or changes, if any, which should be considered to reduce the overall operating costs and/or improve the performance.

3.4.2 Report shall be attached to the monthly invoice. Failure to submit the monthly report for each generator shall result in Liquidated Damages PF-1 (See Scope of Services 5.5) for each day and for each report that is late.

3.4.3 Submit a sample report to the Authority for approval prior to the initial payment. Prepare and submit a written monthly report (including a copy of the maintenance check sheet for each generator serviced as addressed in Article 3.2.2) to the Director of Maintenance indicating the generator parts/work needed (if any), the condition of each unit, and fuel levels.

3.5 Quality Assurance

Work and materials shall be in accordance with local codes and agencies having jurisdiction and with the codes and methods described in the publications of the Institute of Electrical and Electronic Engineers, the National Electrical Code, the National Electrical Safety Code, National Electrical Manufacturers Association, and the National Fire Protection Association.

END OF ATTACHMENT 3

Attachment 4

LOCKSMITH

1.0 Description

1.1 Perform general locksmith services including, but not necessarily limited to: installation, replacement and repair of all door locks including toll plaza supervisor's safe, depository drop safes, door hinges, kick plates, door handles and crash bars, filing cabinet locks, desk locks, automobile locks, door closers, panic, generator equipment, barrel keys, and fire exits; master keying and rekeying; duplicating keys; replacing/rekeying lock cylinders; opening buildings and vehicles (lockouts). The Contractor shall maintain the integrity of the CFX existing master keying system.

1.2 Locks to all money vaults are handled and maintained by the CFX toll collection contractor and are not included in this Contract.

2.0 Responsibilities

2.1 Emergency Service and Repairs

2.1.1 Provide routine and emergency service calls, including emergency service to diagnose problems and make repairs, adjustments and replacements, as necessary. All work shall be performed by a licensed locksmith.

2.1.2 Repair response time (the time taken to arrive at the site after notification) shall be within two (2) hours regardless of the day or time of the notification.

2.1.3 The Card Swipe System is maintained under a separate contract with the CFX and is not included in this contract. All problems associated with that system shall be immediately reported to that Director of Maintenance. Security of the facilities is critical to operations and the safety of personnel.

2.1.4 The CFX Headquarters Building is equipped with high security locks that allow entry of approved personnel to certain areas. The Contractor is responsible for maintaining those locks at the present level of security. The Contractor shall obtain the necessary information from the Director of Maintenance.

2.1.5 All work shall be performed in a continuous and expeditious manner.

END OF ATTACHMENT 4

Attachment 5

PEST CONTROL

1.0 Description of Work

1.1 Perform pest control and treatment services on a monthly basis. Pests are defined as but not limited to general pests such as mice, rats, roaches, common ants (including ghost ants, fire ants, carpenter ants and pharaoh ants), subterranean termites, wasps, bees, spiders, dry wood termites, birds, rodents, snakes, opossums, raccoons, and any other nuisance animal.

1.2 Furnish services to exterminate rodents and insects and other pests using only those pesticides that comply with the provisions of the Federal Insecticide, Fungicide, and Rodenticide Act (7, U.S.C. 136 et. seq.) as amended by the Federal Environmental Pesticide Control Act of 1972 (including all amendments), and the regulations issued there under. Submit a copy of Pest Control Operator's license to the Director of Maintenance and comply with Florida Statute 482.

1.3 Insect control includes those measures which are necessary to suppress general insects, as defined above, within and around the facilities by using properly registered and labeled pesticide products and approved devices.

1.4 Rodent control includes those measures necessary to remove or suppress populations of rats, mice or other nuisance animals that become a pest within or around the CFX premises.

1.5 Contractor's program for the control of general pests shall be continually in effect. There shall be no signs of infestations.

2.0 Responsibility

2.1 In addition to the monthly pest control services, the Contractor shall conduct a thorough inspection and treatment of facilities every six months. Schedule work in such a manner so that it does not interfere with the normal everyday operation of the facility.

2.2 Treat all areas of the CFX Headquarters Building, for a distance of 5ft. From the shrubs and up to the fence line, E-Pass Service Center, and other CFX buildings, including all mainline toll plazas and ramp toll plazas to eliminate those pests listed above. These areas include, but are not limited to, buildings (interior and exterior

perimeter which extends for a distance of 15' around the buildings), toll booths, toll canopies, emergency generators, and storage facilities.

2.3 Perform “call backs” within 24 hours.

2.4 Protect CFX equipment during the time the work is underway. All materials for pest control shall conform to federal, state and local ordinances and precautions shall be used to avoid accident or injury to the employees and prevent damage to the facilities.

2.5 The Contractor shall provide a Pest Prevention Service Report (provided by the Pest Control sub-contractor) for each treatment and/or inspection performed.

END OF ATTACHMENT 5

Attachment 6

PLUMBING

1.0 Description

Perform inspection, installation, repair, and replacement of interior and exterior plumbing equipment including, but not limited to, public utility supplied services and CFX well and treatment systems (listed in Section 3.4 below), cold and hot water, sanitary sewer and sanitary vent system, septic tanks and drain field, cleanouts and cleanout access cover, sinks, urinals, commodes, faucets, roof drains, plumbing fixtures and trim, valves, water fountains, stopcocks, sump pumps, backflow preventers, pumping out septic tanks, and specialties for plumbing system and all work incidental to the above.

2.0 Qualifications

2.1 Personnel performing the work shall be currently licensed as a certified plumbing contractor, in accordance with the laws of the State of Florida. Submit a copy of the license to the Director of Maintenance. If there is a change in personnel, the license of the certified plumbing contractor shall be provided within 15 days of the change. Notification of such change shall be in writing to the Director of Maintenance.

3.0 Responsibilities

3.1 Six months after the date of the Notice to Proceed or Notice of Contract renewal, and at six months intervals thereafter, perform an operation and maintenance inspection at all sites consisting of, but not limited to:

a. Inspect plumbing fixtures and trim for damage and leaks.
b. Check condition of insulating "jacket" on all water heaters. Provide and install jackets on water heaters that do not have them. Check water heater insulation for sign of wetness indicating a corroded tank.
c. Check all valves for proper operation. Provide and Replace batteries as needed where applicable for proper valve operation.
d. Check all visible pipe joints and connections.
e. Check pipe hangers for stability.
f. Check all fire hydrants and provide flow test results to the Director of Maintenance. Repaint hydrant if required due to flow results.
g. Inspect floor drains. Fill traps with water.
h. Check flashing for leaks.
i. Check under counter instant-hot water heaters.
j. Check temperature settings of water heaters.
k. Check pressure settings of water heater relief valves.
l. Check supports, frames and cradles.

m. Check all controls and regulators for proper operation.
n. Check drain valves or plugs. Verify that discharge from all drain valves is visible.
o. Check and test backflow preventers as often as required by local government agency having jurisdiction.
p. Check all sump pumps in tunnels and ramp plazas.
q. Check all wells, pumps, tanks and water treatment systems.
r. Exercise all supply water valves quarterly, replace or repair any faulty valves

3.2 Service and Repairs

3.2.1 Provide service calls, including emergency service to diagnose problems and make repairs, adjustments, replacements and pumping out tanks, as necessary to keep the plumbing systems in a good operating condition.

3.2.2 Emergency repair response time (the time taken to arrive at the site after notification) shall be no more than 2 hours regardless of the day or time of the notification. Failure to respond per the time frame above shall result in a reduction of compensation for emergency response as defined in the Scope of Services (5.3.7).

3.2.3 All subcontractor personnel shall be escorted by approved Contractor personnel.

3.3 Reports

3.3.1 After completion of each preventive maintenance/inspection service, submit a report (pdf format) to the Director of Maintenance. The report shall list each location and show the following information:

a. Overall status of the plumbing sites, equipment, and components.
b. Specific recommendations concerning equipment/parts replacement or changes, if any, which should be considered to reduce the overall operating costs and/or to improve the performance.
c. Reports shall be provided to the Director of Maintenance no later than 30 days after the inspection and repairs. Failure to provide completed reports for all systems indicates non-performance of this portion of the maintenance contract.

3.3.2 Attach the report to the monthly invoice. Submit a sample report to the Director of Maintenance for approval prior to the initial payment for approval.

3.4 Potable Water Well, Hydro-Pneumatic Tank and Chlorination Systems:
S.R. 417/John Young Main Plaza
S.R. 528/Dallas Main Plaza

END OF ATTACHMENT 6

Attachment 7

ROOFS

1.0 Description

Perform inspection, cleaning and repair of various roof systems at the CFX Headquarters Building, E-Pass Service Center at 525 South Magnolia Avenue, and all mainline and ramp toll plaza buildings and structures. Provide other preventive maintenance necessary to maintain existing warranties and comply with warranty requirements.

2.0 Contractor Qualifications

Personnel performing the work shall be licensed by the State of Florida Construction Industry Licensing Board as a Roofing Contractor and shall meet all the requirements as specified in the Soprema roof warranty and toll plaza pedestrian walkway canopy warranties.

3.0 Responsibilities:

3.1 Perform the work according to applicable building code. Repairs shall comply with the requirements of the roof manufacturer or best practices of the National Roofing Contractors Association (NRCA). It shall be the Contractor's responsibility to perform all work in agreement with the Soprema and walkway canopy roof warranty requirements.

3.2 Roof Inspection and Cleaning:

3.2.1 Within sixty (60) days after the Notice to Proceed for the Contract and every 6 months thereafter, conduct an inspection and clean roofs and drains (including repair or refill of pitch pans). Inspection and cleaning shall be every two months for the Headquarters Building and E-Pass Service Center building. All drains and scuppers shall be checked to verify they are not plugged and are free-flowing. Inspection and cleaning shall be completed within thirty (30) days after beginning work. Furnish all materials and supplies necessary to perform the inspection and cleaning as specified herein. A list of required repairs shall be prepared and included in the report specified below.

3.2.2 Roof Membrane and Base Flashing: All roofing and flashing surfaces shall be carefully checked for any abnormal conditions such as:

a. Any signs of stress, for example wrinkles, blisters, etc.
b. Evidence of mechanical abuse such as punctures, slits or cuts.
c. Evidence of damage caused by chemical attack or other adverse

reaction to substances discharged on the roof.

d. Unusual wear due to excessive foot traffic.

e. Mold

3.2.3 Metal Components and Roof Accessories

a. Gravel Stops: Inspect the condition of the metal for evidence of rusting, loose metal, wind deformation and joint integrity. Note if the membrane appears to be stressed. Inspect metal/membrane bond for voids or possible points of water infiltration.

b. Vent Pipes: Check metal for any deterioration. If used, verify that clamping rings are tight, sealant bead sheds water and is sealed tight to pipe. If applicable, check membrane flashing wrap for stresses, voids, etc.

c. Counter Flashing: Inspect the condition of the metal for evidence of rusting, loose metal, wind deformation and joint integrity. Determine if surface mounted counter flashing securement is adequate to create a continuous compression seal for the caulking bead. Examine metal coping securement onto the continuous clip for resistance to wind. Inspect any applicable metal/membrane bond for voids or possible points of water infiltration.

d. Walls: Determine if additional water repellent or sealant is needed to maintain water tightness on masonry and stucco walls.

e. Roof Top Equipment: Inspect HVAC units, duct work or other curb types for evidence of rusting, wind deformation and joint integrity. Inspect any applicable metal/membrane bond for voids or possible points of water infiltration. Verify that piping secured to a base or metal flange (dunnage) has protection material under the blocking.

f. Pitch Pans: Inspect the condition of the metal for evidence of rusting, wind deformation and joint integrity. Inspect bond of the filler onto the penetration being flashed and determine the water tightness. Verify that pan is filled with filler as originally installed so as to create a positive slope away from the penetration.

g. Drains: Verify that all drains and scuppers are not clogged. Check all drain bolts for tightness. Inspect any applicable metal/membrane bond for voids or possible points of water infiltration. Clean debris from around strainers and secure drain strainers.

3.2.4 The Contractor shall immediately notify the CFX Director of Maintenance if any defects or leaks are discovered. If leaks are discovered, the Contractor shall provide a temporary patch using compatible Soprema or BUR patching materials until further instructed by the Director of Maintenance.

3.3 Repairs:

3.3.1 Provide roof system repairs on an as-needed basis as determined by the Director of Maintenance.

3.3.2 Remove the failed portions of the existing roofing systems down to the deck, if necessary, in the area of the repair. The roof system repair shall include: removal of the failed portion of the roof system, replacement of components and installation of a repair section of the same type of roof system as found. Replacement of flashing, pitch boxes (pans), metal, and other related work shall match the existing installation. Vapor barrier, if necessary, shall be installed per manufacturer's recommendations.

3.3.3 Only Soprema authorized contractors can make permanent service splices on Soprema warranted roof systems. All repairs and modifications to the roof shall have been approved by Soprema.

3.3.4 Emergency repairs resulting from extreme weather conditions shall be performed as soon as it is determined to be safe after the weather event. Repairs shall be made in conformance with these specifications. The Contractor shall notify the Director of Maintenance prior to beginning any repairs.

3.5 Unscheduled Inspections

In addition to the scheduled roof inspections, perform unscheduled inspections as directed by the Director of Maintenance. In general, such unscheduled inspections will be performed after any severe winds or storms or after any structural damage to a building. Requirements for unscheduled inspections shall be the same as for scheduled inspections.

3.6 Diagnostic Evaluation of Roof Condition

Perform a non-routine site visit, as directed by the Director of Maintenance, for the purpose of identifying a particular problem at a facility, diagnosing the problem, and preparing and submitting a written report including a recommendation for repairs.

3.7 Independent Roof Inspection

Within e12 months of the notice to proceed the Contractor shall submit a roof inspection report prepared by an independent firm qualified to perform inspections of the roof types included in this scope of services. The roof inspection firm shall be a subconsultant to the Contractor and approved by the CFX at the time of contract execution. The report shall conform to the requirements included in Section 4.0 Reports below. The frequency of the independent roof inspection report shall be

once every five years. Failure to submit the report shall result in Liquidated Damages PF-1 (See Scope of Services 5.5) for each day and for each report that is late.

4.0 Reports:

4.1 After completion of each inspection of the headquarters building and each inspection of all other facilities, submit a written report to the CFX Director of Maintenance. The report shall be in pdf format and include the following information:

4.1.1 The date of the inspection, the inspection crew, the location(s), and any other information that is site specific.

4.1.2 Overall status of the roof and components.

4.1.3 Specific recommendations concerning roof repairs/replacement or changes, if any, which should be considered to reduce the overall maintenance costs. (Note: Work required to perform full roof replacements recommended by the Contractor are not a part of the Contract.)

4.1.4 A photographic record of the inspection. A CD with all the photos (in .pdf format) shall be submitted with the report and shall meet the following requirements:

a. file size shall be of sufficient quality to clearly print each picture on letter size paper
b. the file name description shall state the location and direction
c. the file name shall show the date the photograph was taken

4.1.5 A completed Inspection Form for each roof.

4.2 Attach the report to the monthly invoice. Failure to submit the reports shall result in Liquidated Damages PF-1 (See Scope of Services 5.5) for each day and for each roof report that is late.

4.3 Submit a sample report to the CFX Director of Maintenance for approval at least 15 days prior to the due date for the first report.

END OF ATTACHMENT 7

Attachment 8

ELEVATORS

1.0 Description

Perform inspection, maintenance, and repair of elevator equipment (including dumbwaiters) at the toll plaza facilities.

2.0 Responsibilities

2.1 Provide qualified, trained, certified elevator technicians, mechanics and other required personnel to perform inspection, maintenance and repair of elevator equipment as specified herein.

2.2 Inspect, adjust, lubricate, and clean all elevator equipment, component parts, wire ropes, and operations on a monthly basis. Furnish all lubricants and/or hydraulic fluid necessary to maintain the levels recommended by the manufacturer.

2.3 As part of the monthly service, perform minor repairs and preventive maintenance for those recurring tasks that may require minor disassembly and removal of available inspection covers for internal inspections, measurements, and adjustments including minor repairs and/or replacement of routine expendable parts, controls, switches, indicator lamps and similar items.

2.4 Provide service calls including emergency service to diagnose problems and make repairs, adjustments and replacements, as necessary, to keep the equipment in good operating condition.

2.5 Emergency Repair response time (the time taken to arrive at the site after notification) shall be no more than two (2) hours regardless of the day or time of the notification. Failure to respond per the time frame above shall result in a reduction of compensation for emergency response as defined in the Scope of Services (5.3.7).

2.6 Develop and use a Maintenance Log for each unit location. As a minimum, the log shall include columns showing the make and model of the equipment, serial number, location, date of maintenance or service call, start and finish time for service, type of service (routine maintenance or repair request), brief description of work performed, comments, and name of servicing mechanic. All logs are the property of the CFX. Submit a sample form to the CFX for approval prior to its use in the field. A paper copy of the log must be kept on site in the elevator equipment room, and available to the CFX at any time.

2.7 Provide a copy of the Elevator Logs and the service performed to the Director of

Maintenance bi-annually. Failure to provide completed reports for all systems indicates non-performance of this portion of the maintenance contract.

2.8 Secure and pay for all required inspections and the annual certification from the State of Florida Bureau of Elevator Inspection for each elevator. Comply with Chapter 399, F.S., as amended, regarding elevator inspections.

2.9 Emergency phones are to be programmed to contact the Maintenance Contractor and NOT the elevator company. The Maintenance Contractor shall respond to emergency calls 24 hours a day, 7 days a week. The Maintenance Contractor shall submit the emergency contact information and backup contacts to the Director of Maintenance. The emergency contact information shall be kept up to date at all times, and a copy of any changes shall be provided to the Director of Maintenance.

2.10 Ensure elevator door keys are located in the equipment room and available to emergency responders.

END OF ATTACHMENT 8

Attachment 9A

PRESSURE CLEANING - BUILDINGS

1.0 Description

1.1 Perform pressure cleaning, hand cleaning, chemical cleaning and vacuuming of facilities. Cleaning shall include external masonry, concrete and stucco walls, brick walls, windows, external doors, walkways, sidewalks, outdoor signs and storage sheds.

1.2 This section is applicable to the CFX Headquarters Building and the CFX E-Pass Service Center at 525 South Magnolia Avenue.

2.0 Responsibilities

2.1 Provide all labor, materials, tools, equipment and incidentals (including water if not available at the facility) necessary to perform the work as specified. Use cleaners, degreasing agents and other approved means to remove all dirt, oil, tar, spider webs and egg sacs, mud dauber nests, wasp and bee nests and any other deposit or film which may be present on the exterior of the buildings. Streaking of surfaces will not be allowed and manual scrubbing may be required in order to attain the desired results. All chemical agents and additives must be approved by the Director of Maintenance prior to beginning any work. Care shall be taken not to damage or remove the stucco sealant. Should damage occur the Contractor shall reapply the sealant at no cost to the CFX. Materials Safety Data Sheets (MSDS) for all chemicals used shall be submitted by the Contractor to the Director of Maintenance prior to use on the project.

2.2 Cleaning methods for any sensitive mechanisms (including, but not limited to air conditioner covers) shall be by hand and care shall be taken to ensure that water does not intrude into the sensitive electronics. These items shall be protected during all times when water intrusion could occur.

2.3 Clean all windows and external doors. Extreme care shall be taken to ensure that water does not intrude into the building. All glass surfaces shall be free of streaks and residue.

2.4 Protect all CFX equipment during the time that cleaning is in progress. The Contractor shall be responsible for any and all damages caused by the Contractor's operations to either CFX property or to the public moving through the facilities.

2.5 Do not store any equipment, vehicles or materials at any CFX facility.

2.6 Upon completion of each day's work, the Contractor shall ensure that the facility being cleaned is free from debris caused by the work and remove and dispose of such debris off CFX right-of-way.

2.7 Cleaning work shall not be performed during normal working business hours of 8 am to 5 pm weekdays and from 8 am to 1 pm on Saturday (Saturday restriction is for E-Pass Service Center only), unless otherwise approved by the Director of Maintenance. Adequate lighting shall be provided by the Contractor for any nighttime work performed.

2.8 Contractor's equipment shall meet the following minimum requirements:

2.8.1. The cleaning equipment shall be independently powered and capable of attaining sufficient and adequate pressure and temperature to perform a job that meets the desired cleaning results. The equipment must also be designed to apply cleaning agents, approved by the Director of Maintenance, to surfaces to be cleaned in a volume sufficient to attain the desired cleaning results.

2.8.2 Mobile work platform capable of reaching a minimum of 40 feet rise above ground level and meeting OSHA standards.

2.8.3 Portable lighting equipment, self-contained and capable of illuminating the work area sufficiently to ensure adequate visibility to accomplish the desired cleaning results during night-time operations.

2.8.4 Vacuum equipment suction system, side brushes, sweeping capacity, collection system, dust control and integral wander hose shall be as manufactured by Applied Sweepers (Model 414RS Green Machine), or approved equal.

2.9 Chemical cleaners that are used on surfaces in areas of plants and grass shall not be harmful to vegetation. Care shall also be taken to avoid any damage to existing grass, plants, shrubs and trees by the Contractor's equipment or personnel. Any plants or foliage damaged by the Contractor shall be replaced with equal or better plantings at no cost to the CFX.

2.10 Any significant standing water remaining at the facility when cleaning has concluded shall be removed. The Contractor's plan for performing the work shall indicate methods of directing this water into drains at the site.

2.11 During the cleaning of the facilities, provide a method of protecting parked vehicles and pedestrians from sprayed water and chemicals/cleaner. Detail this method of protection in the plan for performing the work.

2.12 Areas to be cleaned include the following:

2.12.1 Buildings - Buildings shall be cleaned from roof edge to ground, including windows and doors.

2.12.2 Sidewalks and Walkways - All sidewalks and concrete walkways in the property along the sides, back and in front of the building, and from edge of property line to property line.

2.12.3 Outdoor Structures and Sheds - Supporting outdoor structures and storage sheds that support the main building.

2.12.4 Outdoor Signs - Outdoor sign with building number and CFX logo.

2.13 The Director of Maintenance will inspect the cleaning activities of the Contractor after each cleaning function at a building to verify the work is completed in conformance with these provisions.

2.14 Cleaning Frequencies – All facilities within four months after the date of the Notice to Proceed for the Contract. The building at 525 S. Magnolia shall be pressure washed and at one-year intervals thereafter. The Headquarters building shall be pressure washed every two years. The sidewalks at both 525 S. Magnolia and the Headquarters building shall be pressure washed every four months.

END OF ATTACHMENT 9A

Attachment 9

PRESSURE AND VACUUM CLEANING – TOLL FACILITIES

1.0 Description

1.1 Perform pressure cleaning, hand cleaning, chemical cleaning and vacuuming of facilities. Cleaning shall include external masonry, concrete and stucco walls, brick walls, concrete divider islands, stairwells, lane slabs (including tar and asphalt buildup removal) walkways, sidewalks, coin machines, storage sheds, traffic control light and opticals, toll gantry structures, the entire toll canopy (including skylights and signs) and its support columns.

1.2 Vacuum the exterior areas at all ramp plazas once per month and all mainline plazas bi-weekly. Vacuum includes the area within the lanes and around and under the attenuators, parking lots and sidewalks.

2.0 Responsibilities

2.1 Provide all labor, materials, tools, equipment and incidentals (including water if not available at the facility) necessary to perform the work as specified. Use cleaners, degreasing agents and other approved means to remove all dirt, oil, tar, exhaust residue, spider webs and egg sacs, mud dauber nests, wasp and bee nests and any other deposit or film which may be present on the exterior of the buildings. Streaking of surfaces will not be allowed and manual scrubbing may be required in order to attain the desired results. All chemical agents and additives must be approved by the CFX prior to beginning any work. Materials Safety Data Sheets (MSDS) for all chemicals used shall be submitted by the Contractor to the Director of Maintenance prior to use on the project.

2.2 Clean toll booths, coin machines, opticals, red/green traffic lights, all canopy signs, and toll booth air conditioner covers. Cleaning methods for these and any other sensitive mechanisms shall be by hand and care shall be taken to ensure that water does not intrude into the sensitive electronics or into the inside of the toll booth. These items shall be protected during all times when water intrusion could occur.

2.3 Protect all CFX equipment during the time that cleaning is in progress. The Contractor shall be responsible for any and all damages caused by the Contractor's operations to either CFX property or to the public moving through the facilities.

2.4 Do not store any equipment, vehicles or materials at any CFX facility.

2.5 Upon completion of each day's work, the Contractor shall ensure that the plaza or facility being cleaned is free from debris caused by the work and remove and dispose of such debris off CFX right-of-way.

2.6 All lane cleaning and canopy cleaning work shall be performed between the hours of 10:00 p.m. and 6:00 a.m., unless otherwise approved by the Director of Maintenance. Adequate lighting shall be provided by the Contractor. All other cleaning may be performed during daylight hours with the approval of the Toll Plaza Manager and the concurrence of the Director of Maintenance. Roadway features generally will be cleaned during daylight hours. Exceptions may occur.

2.7 The Contractor shall comply with the following lane closing requirements:

2.7.1. Main Line Barrier Plaza - Only two (2) lanes in a given direction may be closed at a time.

2.7.2 Ramp Plaza with ACM lane and E-PASS lane – The ACM lane shall be closed and opened as traffic demands.

2.7.3 Ramp Plaza with Single Lane - Closed and reopened as traffic demands.

2.7.4 All lane closures shall be in conformance with the CFX Standard Procedures for Toll Plaza Lane Closures. In the event that lane closures are required to be different from the Standard Procedures, the Contractor shall submit a CFX lane closure request and a Maintenance of Traffic plan that meets the Florida Department of Transportation (FDOT) Standard Plans (latest edition) to the Director of Maintenance for approval prior to beginning of any work.

2.7.5 Vehicle and pedestrian safety shall be a priority at all times.

2.8 Contractor's equipment shall meet the following minimum requirements:

2.8.1 The cleaning equipment shall be independently powered and capable of attaining sufficient and adequate pressure and temperature to perform a job that meets the desired cleaning results. The equipment must also be designed to apply cleaning agents, approved by the CFX, to surfaces to be cleaned in a volume sufficient to attain the desired cleaning results.

2.8.2 Mobile work platform capable of reaching a minimum of 18 feet rise above ground level and meeting OSHA standards.

2.8.3 Equipment must be capable of removing tar and asphalt build-up on lanes where identified during on-site inspection. Perform this work in such a manner as to avoid any damage to the reflective pavement markers, striping, embedded electronic sensors and expansion joints.

2.8.4 Portable lighting equipment, self-contained and capable of illuminating the work area sufficiently to ensure adequate visibility to accomplish the desired cleaning results during night-time operations.

2.9 Use barrier cones to identify personnel and equipment as an obstacle to oncoming traffic and to divert traffic to open, unobstructed lanes in accordance with the FDOT Standard Plans (current edition).

2.10 Provide signage and/or barriers which will adequately warn oncoming traffic that lanes are closed for facility cleaning in accordance with the FDOT Standard Plans (current edition).

2.11 Chemical cleaners that are used on surfaces in areas of plants and grass shall not be harmful to vegetation. Care shall also be taken to avoid any damage to existing grass, plants, shrubs and trees by the Contractor's equipment or personnel. Any plants or foliage damaged by the Contractor shall be replaced with equal or better plantings at no cost to the CFX.

2.12 Any significant standing water remaining at the facility when cleaning has concluded shall be removed. The Contractor's plan for performing the work shall indicate methods of directing this water into drains at the site. At the completion of the cleaning operation for each individual lane, and prior to opening the lane to vehicle traffic, remove any standing water from the lane, its approach and the exit area.

2.13 During the cleaning of multi-lane facilities, provide a method of protecting all vehicles from sprayed water and chemicals/cleaner. Detail this method of protection in the plan for performing the work.

2.14 Areas to be cleaned include the following:

2.14.1 Lane and Walkways - From the expansion joint at the end of the gatorheads including under impact attenuators as required, to the corresponding expansion joint on the opposite end of the lane.

2.14.2 Concrete Island, Surface Area Under Attenuators and Stairways - All concrete islands, surface areas under attenuators and stairways to tunnel doors, where applicable. This task includes gatorheads, barrier walls, and

all signs on islands.

2.14.3 Toll Booths and Equipment - Booths, coin machines, red/green traffic lights, and opticals.

2.14.4 Canopies and Columns - Toll canopies and their supporting columns, including any installed skylights and canopy signs. Skylights shall be cleaned on both sides, top, and bottom.

2.14.5 Plaza Administration Buildings and Sidewalks - Buildings shall be cleaned from roof edge to ground, including windows and doors. All windows must be free from water spots.

2.15 The Director of Maintenance will inspect the cleaning activities of the Contractor and transmit a Toll Plaza Pressure Cleaning Report to the Contractor after each cleaning function at a plaza.

2.16 Cleaning Frequencies

2.16.1 Within 180 days after the date of the Notice to Proceed for the Contract, and at six-month intervals thereafter, pressure clean all CFX Mainline Toll Plazas. Hand wash toll booths at the mainline plazas immediately after completion of scheduled pressure cleaning.

2.16.2 Within 180 days after the date of the Notice to Proceed for the Contract, and at six-month intervals thereafter, pressure clean all ramp plazas.

END OF ATTACHMENT 9

Attachment 10

PAVEMENT MARKING AND SIGNING

1.0 Description

1.1 Provide all labor, equipment, materials, and incidentals necessary to install, maintain and repair pavement marking and signing at the mainline and ramp plazas. E-Pass Service Center (525 South Magnolia Avenue), and the Authority's Headquarters building, including all parking lots.

1.2 Signing work will be defined as follows: signs mounted to the toll plaza facilities (including rotating drum changeable message signs), 1 post signs (single post), 2 post signs, 3 post signs, and overhead signs. Work on overhead signs will include panels and minor repair work only, including welding of structures, and does not include installation or replacement of overhead sign supports. The Contract also includes all signs at the Headquarters building and E-Pass Service Center.

1.3 Work also includes all signs and sign lights including, but not limited to, changeable messages signs.

2.0 Contractor Responsibilities

2.1 Complete emergency response sign work by the end of the next working day excluding Sundays and legal holidays upon issuance of a work order by the Director of Maintenance. In general, emergency response work will include tightening, straightening and covering ground and overhead signs. No extension of the emergency response time will be granted by the Authority due to travel distance requirements of the response crew.

2.2 Schedule routine single post and overhead sign work so as to be completed within 7 calendar days after notification. Complete routine 2 post and 3 post sign work within 14 calendar days after notification. Completion of routine work shall not be affected by performance of emergency response work. Failure to comply shall result in Liquidated Damages PF-1 (See Scope of Services 5.5).

2.3 The CFX will authorize a reasonable amount of procurement time, on a case by case basis, for manufacture of sign panels and supports by the Contractor. The time allowed will not exceed 45 calendar days or industry standard based on the item(s) being manufactured.

2.4 Complete pavement marking work that is classified as emergency response by the end of the next working day (excluding Sundays and legal holidays) after notification. Completion of pavement marking work shall not be affected by the performance of emergency response or routine work for signing work.

2.5 As part of the daily service, inspect the signing, straighten all leaning or misaligned signs and post delineators, and perform minor repairs including replacing required nuts, bolts, washers and similar incidental items. Make a list of all signs that require replacement and provide a copy of the list to the Director of Maintenance. Repair/replace signing as approved by the Director of Maintenance.

2.6 Locate all underground utilities or highway lighting prior to beginning work on new sign installations where digging or post driving is required and avoid any damage to, or interference with, existing utilities or lighting. Any damage to existing utilities or highway lighting shall be repaired at the Contractor's expense.

2.7 Submit to the CFX, upon request, shop drawings showing proportional dimensions of sign legend before fabrication. These requests will generally be limited to overlays and new non-standard signs.

2.8 Install striping and pavement symbols (e.g. handicap and pedestrian crosswalk symbols) in lanes and parking lots during the first, third and fifth year of the Contract and any renewal periods.

3.0 Design Criteria

3.1 The CFX's Design Guidelines, the CFX's Standards for Signing and Pavement Marking, latest edition and the applicable Florida Department of Transportation (FDOT) Standard Plans, latest edition, are made a part of the Contract and are hereby incorporated by reference as if fully set forth herein.

3.2 Special Materials Information

3.2.1 Reflective Traffic Striping and Markings – 3M Brand Stamark Series 380IES Preformed Patterned Retroflective Marking Tape.

3.2.2 Special Flexible Delineators - Flexstake 48" low profile surface mount, or Authority approved equal, in yellow or white as required.

3.3 Color Matching Bolts/Rivets/Screws on All New Sign Faces

The Contractor shall patch all countersunk screws on all new sign faces (ground mount or overhead) with sheeting material matching the sign face type and color. The patch material shall be oriented in the same direction as the sign face material and shall be of sufficient diameter to secure the patch to the sign face around the bolt or rivet. Rivets for overlays and demounts shall be painted with color to match background sheeting.

3.4 Sign Installations

In addition to the requirements of FDOT's Standard Specifications for Road and Bridge Construction Section 700, installation and handling of all signs shall conform to the most recent "Reflectorized Sign Installation and Handling Guide" prepared by the 3M Traffic Control Materials Division. A copy of these guidelines will be furnished to the Contractor with the Notice to Proceed.

3.5 Sign Sheeting Replacement Obligations

The Contractor shall supply to the Authority the sign sheeting manufacturer's performance warranty to meet the following conditions:

3.5.1 3M Diamond Grade Cubed (DG3) Sheeting (or Approved Equal)

a. During the first seven years, the sheeting manufacturer shall, at its expense, restore the sign surface to its original effectiveness.
b. During the eighth through twelfth years, the sheeting manufacturer shall, at its expense, furnish ace the sheeting required to restore the sign surface to its original effectiveness.

3.5.3 The Authority requires the use of the "digital print" method and has approved the use of the 3M Color Code 4058FL for all purple applications on signing, i.e. the E-PASS and Reload logos.

3.6 On FDOT Design Standard Index Drawing Nos. 700-020 and 700-030 make the following revisions:

3.6.1. Delete the following note on each drawing:

700-020 sheet 1 of 3, Note 2b
700-030 sheet 1 of 1, Note 5b

3.6.2. Insert the following new note on each drawing:

"Horizontal splices shall be allowed in panel fabrication when necessary, as determined by the fabricator, with the following constraints:

a. No more than one horizontal splice per panel shall be allowed.
b. The horizontal splice shall be at the centerline of an interior wind beam (Z-bar). The interior wind beam size, spacing and connections shall be per the appropriate FDOT indices.

c. The minimum depth allowed for any horizontal panel section shall be 2'-6".
d. The horizontal splice shall be located between lines of copy on the panel face."

3.7 Ground Mount Signs – Attachment Details

All ground mount signs, except when otherwise directed by the Manager of Maintenance, shall use 3M VHB (Very High Bond) Acrylic Foam Tape Number 4950, or Authority approved equal in combination with mechanical fasteners to fasten the sign panel to wind beams/brackets and also to fasten sign panels together at vertical splice joints. One mechanical fastener shall be installed at each end of each wind beam on multi-post sign panels and at each end of each horizontal bracket on single post signs. One mechanical fastener shall be installed one inch (1") from the edge of each vertical splice at each wind beam. In addition, one mechanical fastener shall be used at the top and bottom of the vertical splice to attach the backing strips (Standard Plans 700-010 and 700-020) to the panel. See attached Typical Three Panel Sign sketch. Other mechanical fasteners per Standard Plans 700-010 and 700-020 shall remain.

3.7.1. The following procedure shall be used to determine the minimum amount of tape necessary for each sign for the attachment of the panel to the wind beams (z-bars):

a. Sign Surface Area: Multiply the dimensions of the sign face, in feet, to determine the sign's surface area.

_____ ft. x _____ ft. = _____ ft^2 of sign surface area.

length width (a)

b. Sign Weight: Multiply the surface area (a) by the appropriate weight per square foot (from Table below) for the particular thickness of aluminum being used to determine the static load of the sign face.

Thickness (in.)	Weight ($lb./ft^2$)	
.080	1.15	
.100	1.44	From Table 7.4 of the
.125	1.80	ASTM Chart for sheet and plate weights

_____ ft^2 x _____ $lb./ft^2$ = _____ lbs. of static load.
(a) from Table (b)

c. Square Inches of Tape: Multiply pounds of load (b) by 4 in^2 of tape per pound to determine amount of tape required to support the load.

_____ lbs. x 4 in^2 /lb. = _____ in^2 of tape.
(b) (c)

d. Lineal Feet of Tape: To convert the required square inches of tape into lineal feet of 1-inch wide tape to be applied to stiffeners, divide the required square inches (c) by 12 in./lineal foot.

_____ in^2 / 12 in./ft. = _____ lineal foot of 1-inch wide
(c) (d) tape required to support the weight of the sign face

e. Area of Tape Per Z-Bar: Divide the lineal feet of 1-inch tape (d) by the number of z-bars.

Additional, or larger, z-bars in excess of the standard number or size per Index 11200, may be required to achieve the square area of tape required per the above calculations.

The above calculations identify the minimum tape required. However, the entire length of all z-bars in all signs shall be covered with tape.

More tape may be necessary to fully cover all the stiffeners used to prevent wind deflection for a particular sign design. The Contractor shall submit calculations to the Manager of Maintenance for review by the manufacturer.

3.7.2 For connection of sign panel pieces at butt joints, the following procedure shall be used to determine the amount of VHB tape necessary. Backing strips 2 ½ inches to 3 inches wide shall be used along the length of all sign panel butt joints. A 1-inch strip of VHB tape shall be placed along each edge of the backing strip (i.e., two 1-inch strips along the length). The center of the backing strip shall be placed at the center of the butt joint.

3.7.3 Installation Procedures

3.7.3.1 Required Surface Preparation for All Applications

a. Application Temperature: The tape application temperature range shall be 70 degrees Fahrenheit to 100 degrees Fahrenheit.
b. Cleaning: All surfaces to be bonded shall be cleaned with a solvent such as a 50:50 mixture of isopropyl alcohol (rubbing alcohol) and

water and then wiped with a clean, dry cloth to remove the solvent. Oil based solvents that inhibit adhesion, such as turpentine, shall not be used. The Contractor shall follow the solvent manufacturer's directions and precautions for handling the solvent.

c. Abrading: Metal surfaces shall be lightly abraded with isopropyl alcohol saturated abrasive pad prior to applying tape. Metal with corrosion or other surface debris on any reclaimed metal shall be abraded before taping. Surface shall be cleaned with solvent after abrading. Conversion coated aluminum that is free of surface debris will not require abrading.

d. Rub Down Pressure: Firm application pressure shall be applied to ensure bond strength through adequate adhesive-to-surface contact.

e. Dwell Time: After proper application, the bond strength should increase as the adhesive flows onto the surface. At room temperature, approximately 50% of the ultimate strength should be achieved after 20 minutes, 90% after 24 hours, and 100% after 72 hours. In some cases, bond strength can be increased, and ultimate bond strength can be achieved more quickly by exposing the bond to elevated temperatures e.g., 150 degrees Fahrenheit for 1 hour.

3.7.3.2 Assembly Steps for Bonding Stiffeners

a. Determine the amount of tape to be used from the procedures detailed above.

b. All surfaces to be bonded shall be cleaned with a 50:50 mixture of isopropyl alcohol and water. Metal surfaces shall be lightly abraded to improve initial bond strength. Cleaning shall be performed after abrading (see Required Surface Preparation for All Applications).

c. VHB tape shall be applied to a clean, dry, well unified surface of the stiffener with a hand-held roller or tape applicator.

d. Laminated panels shall be aligned in the desired position and the stiffeners placed in the proper location for bonding to the panel.

e. The sign surface where the stiffener is to be bonded shall be clean and dry.

f. The stiffener shall be aligned in position and the release liner shall be removed. The stiffener shall be pressed in place on the panel and a hand-held roller used to aid in laminating the stiffeners to the

panel. A flat firm surface shall be used to support the sign panels while pressure is being applied. Repeat steps 2-6 until all the stiffeners are bonded to the panels.

3.7.3.3 Bonding Backing Strips on Multi-Panel Signs

a. All surfaces to be bonded shall be cleaned with a 50:50 mixture of isopropyl alcohol and water (see Required Surface Preparation for All Applications).

b. A strip of VHB tape shall be applied along both longitudinal edges of the backing strip.

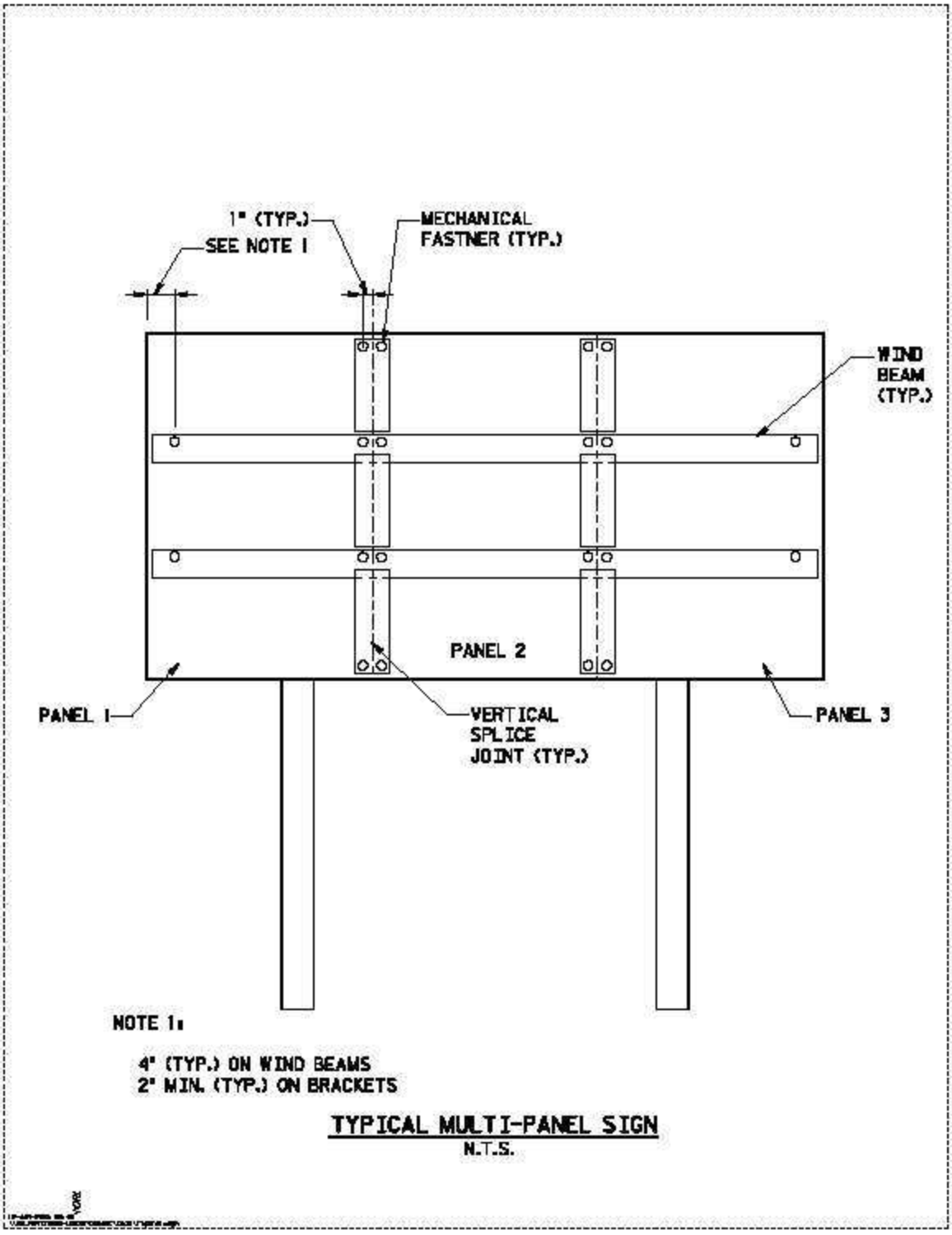
c. The batten strip shall be aligned on the panel seam so that both edges of the two panels are covered with tape.

d. The release liner shall be removed, and the backing strip applied to panel seams. A hand roller shall be used to aid in laminating the batten strip to the panels.

3.8 Changeable Message Signs (Rotating Drum Signs)

The Contractor shall replenish the following stock as parts are used and return the stock of spare parts to the Authority when the Contract expires:

Item	Quantity
Drive Motor	1
DC Driver Board	1
Magnetic Sensor	1
Drive Coupling	4
PLC Controller	1
Operator Interface	1
Drive Belt	2



TYPICAL MULTI-PANEL SIGN
N.T.S.

END OF ATTACHMENT 10

Attachment 11

WATER TREATMENT FACILITIES

1.0 Description

Operate and maintain the CFX water treatment facilities in a responsible and professional manner, consistent with standard operating procedures, state, federal and local standards, rules and regulations for the protection of the public health and the environment.

2.0 Locations and Test Frequency

The following mainline toll plaza water treatment facilities are Class D, for a non-transient, non-community water system. Testing is required monthly.

SR 528 – Beachline Main Toll Plaza
SR 528 – Dallas Mainline Toll Plaza

3.0 Contractor Responsibilities

Use a certified operator of water plants as defined in Rule Chapter 62-602, Florida Administrative Code (F.A.C.). Duties shall include, but not be limited to, the following:

3.1 Perform responsible, efficient and effective on-site management, supervision, operation and maintenance of the water treatment facilities.

3.2 Provide the supervisory and operating staff as required to operate and monitor the facilities in compliance with any and all operating permits and any and all applicable state, federal and local laws and regulations.

3.2.1 The Contractor shall provide the names of all personnel to the Director of Maintenance.

3.2.2 The Contractor is expressly prohibited from allowing unlicensed personnel to perform the duties of certified operators. The Contractor shall be liable for the costs of any and all regulatory fines and sanctions incurred by the CFX as a result of violation of this provision.

3.2.3 The duties of employed certified operators shall include, but are not limited to, those set forth in Rule Chapter 62-602/62-699, F.A.C. All operators shall have a Class C license or higher.

3.2.4 Monitoring requirements for water facilities shall include, but not be limited to, those set forth in Rule Chapters 62-550 and 62-555 F.A.C., for Class D

Water Treatment Facilities, and Chapter 64E-8 (HRS Orange County Public Health Unit), or as required in any permit or by any state, federal or local regulatory agency. Comply with all criteria for sampling, sample handling, chain of custody and record keeping and provide the Director of Maintenance with the name, address and certification number of the certified laboratory doing the testing.

3.3 Maintain complete records of operation and maintenance, including, but not limited to, the following:

3.3.1 A separate operations and maintenance log, designated as the Daily Operating

3.3.2 Logbook, for each facility, in a location accessible to twenty-four (24) hour inspection, protected from weather damage and current to the last operation and maintenance activity performed.

The log shall be submitted to the Director of Maintenance and/or appropriate regulatory agencies on a monthly basis with the invoice. The log is subject to inspection by the Director of Maintenance, for assessment of quality. The log, at a minimum, shall include: the previous three (3) months of data, identification of the plant; the signature and certification number(s) of the plant operator(s); date and time in and out; each specific operation and maintenance activity performed and the time at which the activity was carried out; the time at which each sample was taken; the results of all tests performed and all repairs made or required. It will be assumed by the Director of Maintenance that activities to be performed by the operator as required by the permit and/or by this specification, that are not recorded in the Daily Operating Logbook, were not done and may result in deductions from payment requests submitted by the Contractor.

Completed logbooks shall be certified complete; the cover shall list the name of the plant; the permit number(s) and the start and end date of the log. The completed log shall be delivered to the Director of Maintenance and will become the property of the CFX.

3.3.3 Chain of Custody shall be shown on reports of samples submitted to laboratories for analysis with copies of the sheets submitted with the monthly operating report(s).

3.3.4 Copies of certified results from all laboratories performing any testing shall be submitted with the monthly operating report(s).

3.4 Maintain with each operating log, a current copy of each operating permit issued by each regulatory agency. Notify the Director of Maintenance of the status of the

permits and the due dates for submitting applications for new permits and/or permit renewals. If a permit is to expire, the Contractor shall notify the Manager of Maintenance at least 60 days prior to the expiration date.

3.5 Submit in a timely manner, by the due dates specified in the regulations, complete, neat and accurate operating reports (as prescribed in Chapter 64E-8 and Chapters 62-602, 62-550, 62-555, F.A.C.) to state and local regulatory agencies with a copy to the Authority.

3.5.1 Report to the Director of Maintenance, the Department of Environmental Protection and any local agency by telephone and e-mail any serious plant breakdown or condition causing or likely to cause inefficient, serious or unsafe treatment plant operation, discharge of water in a manner not authorized by the permit or any major interruption in service as soon as possible, but no later than twenty-four (24) hours following the discovery of such a condition. A written report on any such incident summarizing the cause for the incident, the steps taken to correct the problem, the steps taken to mitigate the effects of the problem, and the steps taken to prevent the incident from happening again shall be completed and submitted to each of the above within ten (10) days following the incident.

3.6 Properly secure the treatment facilities within the limits of the existing security devices provided. If the existing devices are lacking or inadequate, request that existing security devices be improved. Properly maintain any improvements to security provided. Properly secure all gates with a key-like locking system. Six (6) copies of the key shall be provided to the Director of Maintenance.

3.7 Meet with the Director of Maintenance quarterly to review plant operations.

3.8 Comply with all State of Florida, and federal and local regulations, rules and orders, as they pertain to the operation, safety and security of the facilities. Should the Contractor fail to make needed repairs, and this failure results in a violation of the operating permit(s) or mechanical or electrical failures, the Contractor shall be liable for any and all regulatory fines and sanctions and/or equipment repair costs that may result.

3.9 Provide any and all such safety equipment as necessary for the plant operator(s) on site for the routine and special work accomplished such as sampling and testing of water and carrying out minor repairs.

3.10 Provide all tools, fuels, parts, cleaning materials and equipment, chemicals, lubricants, test equipment, sample containers, sampling equipment, laboratory analyses and any and all items and services necessary to operate and maintain the

facilities in a safe, efficient and effective manner. This provision specifically includes the following:

3.10.1 Chlorine for proper operation of the water treatment facilities.

3.10.2 Services, by qualified technicians, to calibrate or perform scheduled maintenance on special equipment, including all chlorination equipment. This equipment shall be serviced quarterly and certified as being functional, safe and accurate. The costs for minor repairs or parts required will be included as a part of the service. Certifications obtained shall be submitted with the Contractor's invoice, at the end of each quarter.

3.10.3 All monthly, quarterly and annual laboratory analyses required by regulatory agencies having jurisdiction. The Contractor shall be responsible for the performance or non-performance of all subcontractors used in providing services under this agreement.

3.11 Promptly notify the Director of Maintenance of any violation of any permit or regulation, the cause of the violation and the steps taken to correct the problem.

3.12 Routine Maintenance of Facilities and Equipment: Maintain the facilities and equipment in a clean and serviceable condition, operating or capable of operating continuously, free of odors and/or other nuisances, health and/or safety hazards.

3.12.1 Routine maintenance of facilities shall include, but not be limited to, tank and equipment cleanup, maintenance of grounds including, but not limited to, the immediate area of all tanks and equipment, and removal and proper disposal of occasional trash.

3.12.2 Routine maintenance of equipment shall include equipment checks, equipment troubleshooting and adjustment, painting and preservation of equipment and panels, sealing of control panels, lubrication of pumps, motors and other wear points.

3.13 Repair or Replacement of Equipment: Repair or replace equipment to keep the treatment facilities operating as permitted. Repair response time (the time taken to arrive at the site after notification) shall be no more than two (2) hours, regardless of the day or time of the notification for critical repairs.

3.14 The Contractor shall provide an alternate drinking water supply while repairs are being made.

4.0 CFX Responsibilities

The Director of Maintenance will notify the Contractor of any changes in the above permit information within twenty-four (24) hours and follow with written notice of such changes within five (5) working days. Such notice shall become part of the Contract, until further changes are made, in the same manner.

END OF ATTACHMENT 11

Attachment 12

WASTEWATER FACILITIES

1.0 Description

Operate and maintain the CFX wastewater facilities in a responsible and professional manner, consistent with standard operating procedures, state, federal and local standards, rules and regulations for the protection of the public health and the environment.

2.0 Pumping of Septic Tanks and Cleaning Drainfields

2.1 Inspect all Septic Tanks and Drainfields annually for any of damage from vehicle traffic, clogging by roots, or flooding by groundwater, soil conditions surrounding the facility and any other possible issues.

2.2 Septic Tanks shall be pumped out six months after the date of the Notice to Proceed or Notice of Contract renewal and the appropriate number of years thereafter as noted in Section 2.7 below.

2.3 Furnish all labor, material, equipment and incidentals necessary to provide emergency sewage removal as required.

2.4 Assure that the disposal services and ultimate disposal meet all applicable state, federal and local regulations and pay all disposal and permit fees.

2.5 Use tank truck with vacuum tank system capable of removing all liquids, floating solids and sludge from the tanks. Pressure clean all entrance and exit lines from tanks. The tank truck shall be equipped with a device capable of indicating the actual quantity (gallons) pumped out.

2.6 Perform cleaning, maintenance and replacement of drainfields as needed including removal of tree roots and other blockage, and sludge, etc.

2.7 Septic Tank Sizes and Locations

Septic tanks shall be pumped at the intervals shown below.

900 Gallon Tanks (Every 3 years)

S.R. 408/Pine Hills North Building
S.R. 528/Dallas Main Plaza South Building
S.R. 429/Independence Main Plaza Southbound (West) Building

S.R. 429/Independence Main Plaza Northbound (East) Building

1,050 Gallon Tank (Every 2 years)
S.R. 429/Forest Lake Main Plaza West Building

1,200 Gallon Tank (Every 2 Years)
S.R. 528/Dallas Main Plaza Westbound (North) Building

1,500 Gallon Tanks (Every 2 Years)
S.R. 408/Hiawassee Road Main Plaza
S.R. 408/Dean Main Plaza
S.R. 417/Curry Ford Road Main Plaza
S.R. 417/John Young Parkway Main Plaza
S.R. 417/Boggy Creek Road Main Plaza
S.R. 528/Beachline Main Plaza

3.0 Lift stations/Grinder pumps

3.1 Inspect all lift stations, grinder pumps, controls, and valves annually for any indication of damage from vehicle traffic, clogging, or flooding by groundwater, soil conditions surrounding the facility and any other possible issues.

3.2 Furnish all labor, material, equipment and incidentals necessary to provide emergency sewage removal as required.

3.3 In the event a wet well is required to be pumped out, assure that the disposal services and ultimate disposal meet all applicable state, federal and local regulations and pay all disposal and permit fees.

3.4 Use tank truck with vacuum tank system capable of removing all liquids, floating solids and sludge from the tanks. Pressure clean all entrance and exit lines from tanks. The tank truck shall be equipped with a device capable of indicating the actual quantity (gallons) pumped out.

3.5 Lift Stations to Sanitary Sewer Locations

S.R. 408/Pine Hills Main Plaza Eastbound (South) Building
S.R. 414/Coral Hills Main Plaza Eastbound (South) Building
S.R. 414/Coral Hills Main Plaza Westbound (North) Building
S.R. 429 County Road 437A Northbound and Southbound Ramp Plazas

4.0 Contractor Responsibilities

4.1 Submit to the Director of Maintenance:

4.1.1 Certificate of Registration from the State of Florida Department of Health and Rehabilitate Services authorizing removal and disposal of sewage in counties in which the work will be performed.

4.1.2 Certificate(s) from the State of Florida Department of Environmental Regulation (FDER) that the Contractor's disposal site(s) have been approved by the FDER.

4.1.3 Copy of the license from the State of Florida as a State Certified Septic System Contractor or Plumbing Contractor.

4.1.4 A copy of Pollution Insurance Certificate.

4.1.5 If any of the above-mentioned certificates expire during the Contract time, the Contractor shall provide copies of the new ones to the Director of Maintenance at least thirty (30) days prior to expiration.

4.2 Maintenance Log

4.2.1 Develop and use a maintenance log for each location. Logs shall be kept at the CFX sites in a place easily accessible by CFX personnel and kept current as to the last repair and/or pumping activity performed. Prepare, maintain and update a duplicate log for each location which shall be kept at the CFX main office. All logs shall become the property of the CFX. The logs at a minimum shall include the following:

a. Date and time in and out for each Contractor activity, repair and/or pumping performed.
b. Brief description of work completed, and name of servicing person.
c. Reports shall be provided electronically, with the invoice, to the Director of Maintenance no later than 30 days after the inspection and repairs. Failure to submit the monthly report for each site shall result in Liquidated Damages PF-1 (See Scope of Services 5.5) for each day and for each report that is late.

4.2.2 Submit a sample log form to the Director of Maintenance for

approval prior to its use in the site.

4.3 Report to the Director of Maintenance by telephone and e-mail any serious condition causing or likely to cause inefficient, serious or unsafe discharge of wastewater in a manner not intended or any major interruption in service as soon as possible, but no later than twenty-four (24) hours following the discovery of such a condition. A written report on any such incident summarizing the cause for the incident, the steps taken to correct the problem, the steps taken to mitigate the effects of the problem, and the steps taken to prevent the incident from happening again shall be completed and submitted to each of the above within ten (10) days following the incident.

4.4 Provide all tools, fuels, parts, materials and equipment, chemicals, lubricants and any and all items and services necessary to operate and maintain the facilities in a safe, efficient and effective manner.

4.5 Maintain the facilities and equipment in a clean and serviceable condition, operating or capable of operating continuously, free of odors and/or other nuisances, health and/or safety hazards.

4.6 Repair response time (the time taken to arrive at the site after notification) shall be no more than two (2) hours regardless of the day or time of the notification for critical repairs.

END ATTACHMENT 12

Attachment 13

MISCELLANEOUS BUILDING REPAIRS

1.0 Description

Furnish all labor, materials, equipment, and tools necessary to make miscellaneous repairs to buildings included in the Scope of Services. Use only experienced personnel to perform the required repairs. Repairs include but are not necessarily limited to: wall patching, painting and wall paper replacement; installing bulletin boards and pictures; door repair and painting; ceiling tile replacement; cabinet and woodwork repair; Formica repair/replacement; hardware repair/replacement; floor tile, linoleum, epoxy and carpet replacement; decorative trim, bumper guards and baseboard repair or replacement; stair tread repair or replacement; hand and safety railing repair or replacement; shelf repair and installation; interior and exterior glazing repair and or replacement. Perform minor repairs to the pre-fabricated stainless-steel toll booths including: glass, doors, graphics, dents and scrapes that may be caused by vehicles.

2.0 Contractor Responsibilities

2.1 The Contractor shall perform the miscellaneous building repairs as directed by the Director of Maintenance.

2.2 In the event of a broken exterior window the Contractor shall respond within 2 hours of notification with adequate materials and equipment to secure the opening. The Contractor shall submit a schedule for completion of the repairs to the Director of Maintenance for approval. Repairs shall be completed in conformance with the approved schedule.

2.3 All repairs shall be accomplished using identical materials to the original materials. Repairs shall match the surrounding colors to the satisfaction of the Director of Maintenance.

2.4 Submit two (2) copies of repair reports to the Director of Maintenance within two days after the repairs are completed. The report shall show the date, time and location of the repairs as well as a list of parts replaced and the name(s) of the Contractor's personnel performing the repairs.

2.5 Contractor may use existing spare materials maintained in stock by the CFX when available. In the event matching paint, carpet, flooring, etc. is not available the Contractor shall be responsible for obtaining the matching materials.

END OF ATTACHMENT 13

Attachment 14

PAINTING

1.0 Description

Provide all labor, materials, equipment, and incidentals necessary to perform painting of CFX facilities as specified. Pressure cleaning required prior to painting and any other prep work shall also be provided.

2.0 Contractor Responsibilities

2.1 Protect the public, toll collection equipment, booths, office equipment, sidewalks, roadway surfaces, lighting, signage, windows, ceramic tile, aluminum frames, handrails, personal property, devices, services, plants, and trees which could be damaged by the cleaning and painting work. Prior to beginning any painting activities, the Contractor shall pressure clean all surfaces and perform minor surface repairs, including concrete patching, that may be required due to the pressure cleaning.

2.2 Properly use and dispose of all paints and chemicals in strict accordance with applicable local, state and federal environmental regulation and indemnify the CFX for any liabilities or alleged negligence or violations arising out of the Contractor's handling, use of, and disposal of said paints and chemicals.

2.3 Schedule work to avoid interference with normal daily operations of facilities. Submit a work schedule to the Director of Maintenance for approval prior to beginning work.

2.4 In areas of close proximity to vehicular and/or pedestrian traffic, provide a four-mil clear plastic screen to isolate the work area. Plastic screen shall be clear of rips or tears and properly attached to prevent windblown sheets and excessive spray and splattering.

3.0 Pressure Cleaning

3.1 The cleaning equipment shall be independently powered, capable of attaining sufficient pressure and temperature to perform a job that meets the desired cleaning results. A biodegradable degreasing agent shall be used to assist in the cleaning operation and be compatible with the paint system or as recommended by the paint manufacturer.

3.2 Cleaned areas shall be suitably free from dirt, oil, tar, vehicular exhaust residue, and

other accumulated deposits and film as determined by the Director of Maintenance. Cleaning work shall be subject to periodic daily inspections. The quality and acceptance of workmanship will be determined during these inspections. Areas that are determined to be unacceptable shall be cleaned again by the Contractor at no additional cost to the CFX.

3.3 Contain residue water in the work area and direct it to the nearest drain. Place barrier cones with appropriate signage and/or warnings to divert vehicular traffic and pedestrians away from water run-off and work area. Remove all debris resulting from the cleaning.

4.0 Painting

4.1 Perform painting and finishing of interior and exterior exposed items and surfaces such as ceilings, walls, floors, miscellaneous metal, doors and frames, equipment and all other work obviously required to be painted unless otherwise specified herein. Omission of minor items in the schedule of work does not mean that such items, where they come within the general intent of the specifications as stated herein, may be excluded.

4.2 "Paint" as used herein means all coating systems, materials, including primers, emulsions, enamels, sealers and fillers, and other applied materials whether used as prime, intermediate, or finish coat.

4.3 Do not paint or paint over the following items:

a. Any code-required labels, such as Underwriters' Laboratories and Factory Mutual, or any equipment identification, performance rating, name or nomenclature plates.
b. Any moving parts of operating units, mechanical and electrical parts, such as valve and damper operators, motor and fan shafts, unless otherwise indicated.
c. Aluminum/stainless handrails, windows, louvers and grating unless otherwise indicated.
d. Products with polished chrome, aluminum, nickel or stainless-steel finish.
e. Insulation, packing glands, lubricated bearing surfaces and flexible couplings.
f. Plastic switch plates and receptacle plates.
g. Signs and nameplates.
h. Finish hardware.
i. Electrical switches, outlets, boxes, etc.

4.4 Provide the best quality grade of the various types of coatings as regularly manufactured by approved paint materials manufacturers. Materials not displaying

the manufacturer's identification as a standard, best-grade product will not be acceptable.

4.5 The Contractor shall provide undercoat paint produced by the same manufacturer as the finish coats. Use only thinners approved by the paint manufacturer and use only within recommended limits. Use only prime coat and finish coat paints that are compatible.

4.6 Use only experienced painters familiar with all aspects of surface preparations and applications required for this project.

4.7 Submittals

4.7.1 Submit manufacturer's data and samples as indicated below in time to provide adequate review by the Director of Maintenance.

4.7.2 Samples of Paint and Painting:

a. Submit full color chip line for each type of paint specified for color selection by the Director of Maintenance at least two weeks prior to beginning any painting. Compliance with all other requirements is the exclusive responsibility of the Contractor.
b. Submit samples of each finish and color for review before any work is started.
c. Prepare and submit samples of special finishes, when required by the Director of Maintenance, so that an area of each sample indicates the appearance of the various coats. For example, where three coat work is specified, divide the sample into three areas one showing the application of one coat only, one showing application of two coats and one showing all three coats. Finish work not matching or meeting the standard of such samples, when approved, will be rejected.
d. Resubmit rejected samples until approved.

4.8 All paint shall be manufactured by one of the following and shall be their highest grade of paint: Sherwin-Williams, Pratt & Lambert, PPG Industries, Benjamin Moore, Olympic, or Rust-Oleum. Do not use paint containing lead. Use only pure boiled linseed oil. Requests for the use of other paint manufactures and materials other than specified shall be submitted to the Director of Maintenance for approval.

4.9 Delivery, Handling and Storage

4.9.1 Deliver all materials to the job site in original, unopened packages and containers bearing the manufacturer's name and label. Deliver only containers carrying manufacturer's label bearing the following information:

a. Name or title of material
b. Fed. Spec. number, if applicable
c. Manufacturer's stock number and color
d. Manufacturer's name
e. Generic type
f. Contents by volume, for major pigment and vehicle constituents
g. Application instructions

4.9.2 Provide containers clearly marked to indicate any hazards connected with the use of the paint and steps which should be taken to prevent injury to those handling the product.

4.9.3 Handle and store all containers in such a manner as to prevent damage or loss of labels or containers.

4.9.4 Store and mix all painting only in the designated areas. Comply with the requirements of pertinent codes and fire regulations. Provide proper containers outside of the building for painting wastes. Do not use plumbing fixtures for this purpose.

4.9.5 Use only clean painters' rags that are completely sterilized. Remove used rags from the buildings every night and take every precaution against spontaneous combustion.

4.10 Ensure that emulsion and alkyd paints contain a mildewcide and that both the paint and mildewcide conform to OSHA and Federal requirements.

4.11 Paint used in successive field coats shall be produced by the same manufacturer. Paint used in the final field coat over previously painted surfaces shall cause no wrinkling, lifting, or other damage to underlying paint.

4.12 The Contractor shall obtain a list of approved Coating Systems products and requirements from the Director of Maintenance for each of the following Class Exposures.

4.12.1 Class 1 Exposures - Interior/Exterior Ferrous Metal New Construction (Gloss Finish/Alkyd Base)

a. Class 1 Surfaces: Surfaces to be coated include miscellaneous steel shapes and angles; metal doors and door frames including aluminum

doors; roof mounted equipment, hatches and ducts; exposed surfaces of electrical panels, conduit, ventilation fans, air conditioning units, duct work.

b. Surface Preparation: Remove base rust and mill scale and other base contaminants from the surface according to the Steel Structures Painting Council (SSPC) Surface Preparation Specifications No. 2 and No. 3 as applicable to the work. Removal of intact rust or mill scale is not required.

4.12.2 Class 2 Exposures - Exterior Concrete, Stucco, or Brick Repaint (Flat Finish/Latex Base -Gloss or Satin)

a. Class 2 Surfaces: Surfaces to be coated include existing masonry and concrete surfaces that have been previously painted.
b. Surface Preparation: Remove loose material and pressure clean surface.
c. Filler: Apply filler to produce a uniform finish after pressure cleaning.

4.12.3 Class 3 Exposures - Metal (Exterior)

a. Class 3 Surfaces: Exterior metal surfaces that are exposed to the weather including: Miscellaneous steel shapes, angles, etc.; Metal doors and door frames, including aluminum doors; Roof mounted equipment, hatches and ducts; Exposed surfaces of electric panels, conduit, ventilation fans, A/C units, duct work, etc.
b. Surface Preparation: Wire brush, sandblast or pickle to remove mill scale and rust. Completely degrease all metal surfaces by solvent cleaning in compliance with SSPC-SP1.

4.12.4 Class 4 Exposures - Metal (Interior)

a. Class 4 Surfaces: Interior metal surfaces including: Miscellaneous steel shapes, angles, rails, etc.; Metal doors and door frames; Exposed surfaces of electric panels, conduit, ventilation fans, A/C units, duct work, etc.
b. Surface Preparation: Wire brush, sandblast or pickle to remove mill scale and rust. Completely degrease all metal surfaces by solvent cleaning in compliance with SSPC-SP1.

4.12.5 Class 5 Exposures - Wood (Interior)

a. Class 5 Surfaces: Interior wood surfaces, including: Shelves; Wood Cabinets; Trim; Wood Doors

b. Surface Preparation: Sand finish surfaces Surface scrape, clean and seal with a coat of knot sealer all small dry seasoned knots before application of the prime coat. After priming, fill all holes and imperfections in finished surfaces with putty or plastic wood filler.

4.12.6 Class 6 Exposures - Wood (Interior) (Varnish)

a. Class 6 Surfaces: Interior wood surfaces to be stained or natural finish, including doors and trim.
b. Surface Preparation: Dry, sand smooth and clean the surfaces to be coated. Pick up all sanding dust with a tack cloth.

4.12.7 Class 7 Exposures - Wood (Exterior)

a. Class 7 Surfaces: Exterior wood surfaces, including trim.
b. Surface Preparation: Sand finished surfaces. Surface scrape, clean and give a coat of knot sealer to small dry seasoned knots before application of the prime coat. After priming, fill all holes and imperfections in finished surfaces with putty or plastic wood filter.

4.12.8 Class 8 Exposures - Plaster (Interior):

a. Class 8 Surfaces: Plaster and drywall surfaces of the walls and ceiling of the building.
b. Surface Preparation: Fill cracks, voids and other surface imperfections with patching paste

4.12.9 Class 9 Exposures - Existing Masonry and Concrete (Exterior):

a. Class 9 Surfaces: Existing masonry and concrete surfaces that have been previously painted, including exterior walls, columns and ceilings of existing building.
b. Surface Preparation: Remove loose material and pressure wash surface until all deleterious material is removed.
c. Filler: Apply filler to produce a uniform finish after pressure cleaning.

4.12.10 Class 10 Exposures – Concrete Interior Floors

a. Class 10 Surfaces: Existing concrete floor in the interior of buildings.

b. Surface Preparation: Remove loose material and clean surface. Make sure surface is dry.

4.13 Hardware, hardware accessories, machine surfaces, plates, lighting fixture and similar items in contact with painted surfaces and not to be painted shall be removed, masked, or otherwise protected prior to surface preparation and painting operations.

4.14 Mix and prepare painting materials in strict accordance with manufacturer's recommendations and directions, stirring materials before and during application to maintain a mixture of uniform density.

4.15 Apply additional coats, at no cost to the Authority, when undercoats, stains, or other conditions show through the final coat of paint, until the paint film is of uniform finish, color, and appearance.

4.16 Lightly sand surfaces between each succeeding enamel coat.

4.17 Application of materials shall be done only on properly prepared surfaces as specified herein, and all painting shall be done only in dry weather. Any surface coating damaged by moisture or rain shall be removed and redone as directed by the Director of Maintenance at no cost to the CFX. In no case shall paint be applied to surfaces which show a moisture content greater than 15 percent.

4.18 All completed surfaces will be checked by the Director of Maintenance, and the Contractor shall provide the necessary properly calibrated gauges. All ferrous surfaces shall be checked for film thickness by use of an Elcometer or Micro-Test magnetic dry film gauge properly calibrated. All nonferrous surfaces shall be checked for number of coats and thickness by use of a Tooke gauge. All defects shall be corrected to the satisfaction of the Director of Maintenance.

4.19 Keep the premises free from accumulation of debris and rubbish and remove all scaffolding, paint cloths, paint, and brushes from the site when completed. All paint that is brushed, splattered, spilled, or splashed on any surface not specified to be painted shall be removed.

4.20 Upon completion of painting work, keep at least one gallon of each type and color of finish paint for touching up. Paint container labels shall be complete with manufacturer's name, generic type, number, color and location where used.

4.21 In addition to the aforementioned preparations, remove all dirt, rust, scale, splinters, loose particles, disintegrated paint, grease, oil and other deleterious substances from all surfaces which are to be coated.

4.22 Before commencing work, make certain that surfaces to be coated are in acceptable condition. The application of paint will be held as an acceptance of the surfaces and working conditions and the Contractor will be held responsible for the results reasonably expected from the materials and processes specified.

The Contractor shall test stucco and masonry surfaces to insure surfaces are properly dry prior to applying any paint or sealer.

4.23 Program the cleaning and painting so contaminants from the cleaning process will not fall onto wet, newly-painted surfaces.

4.24 Prepare surfaces of concrete, concrete block, cement plaster and other cementitious surfaces to be painted by removing all efflorescence, chalk, dust, dirt, grease, oils, and by roughening as required to remove glaze.

4.25 Clean ferrous substances, which are not galvanized or shop-coated, of oil, grease, dirt, loose mill scale and other foreign substances by solvent or mechanical cleaning. Grind and sand smooth all welds, blisters, etc. Fill all pits and dents and correct all imperfections so as to provide a smooth surface for painting.

4.26 Use no thinners except those specifically mentioned and only in such quantity as directed by the manufacturer. If thinning is used, apply sufficient additional coats to assure the required dry film thickness is achieved. Use only the manufacturer's recommended thinner or cleanup solvent for all clean-up and apply by brush, spray, airless spray or roller as recommended by the manufacturer for optimum performance and appearance.

4.27 Paint surfaces behind moveable equipment and furniture the same as similar exposed surfaces. Paint surfaces behind permanently fixed equipment or furniture with prime coat only.

4.28 Paint back sides of access panels and removable or hinged covers to match the exposed surfaces.

4.29 Finish exterior doors on tops, bottoms, and side edges the same as the exterior faces, unless otherwise indicated by the Director of Maintenance.

4.30 Omit the first coat (primer) on metal surfaces which have been shop-primed and touch-up painted, unless otherwise specified.

4.31 Retouch existing painted surfaces damaged by operations of the Contractor, to conform to the above coating systems and blend in with the new and existing work. Repaint damaged surfaces with not less than 2 coats, and other existing surfaces that are listed with the coating system specified.

5.0 Painting Schedule

Attachment 15

ASPHALT-IN-PLACE REPAIR

1.0 Description

1.1 Provide all labor, materials, equipment and incidentals necessary to perform repairs of distressed asphalt areas as specified herein. Asphalt repairs include parking lots at all mainline plazas, Magnolia E-Pass Service Center and the headquarters building, and the parking lot access lanes leading from the through roadway lanes at the ramp plazas.

2.0 Contractor Responsibilities

2.1 Overlaying and Patching

2.1.1 Method of Operation

Place asphalt pavement as specified herein, at the direction of the Director of Maintenance. The work procedure shall be in accordance with accepted methods and materials to achieve a high-quality asphalt overlay or patch.

The following is a basic and minimum procedure to be used to accomplish specific work.

2.1.1.1 Severe depressions:

a. Establish traffic control per FDOT's Standard Plans latest edition.
b. Ensure that the area to be repaired is clean, dry and free of any excess material
c. Apply a light tack coat prior to placing mix.
d. Place mix and compact in lifts of two inches (2") maximum.

2.1.1.2 Alligator cracking and potholes:

a. Establish traffic control per FDOT's Standard Plans, latest edition, as required.
b. Remove surface material within the marked boundaries leaving sides vertical and a reasonably square or rectangular hole.
c. Inspect base for dryness and for adequate support. If base replacement is required, notify the Director of Maintenance.
d. Apply light tack coat.
e. Place mix and compact in lifts of two inches (2") maximum.

2.1.1.3 Aprons, turnouts and edge widening:

a. Establish traffic control per FDOT's Standard Plans, latest edition.
b. Inspect base for dryness and compaction.
c. Grading will be the Contractor's responsibility.
d. Prime or tack base in accordance with instruction from the Director of Maintenance.
e. Place mix and compact in lifts of two inches (2") maximum.

All patches shall be reasonably square or rectangular, shall not present a bump or depression and shall provide a smooth ride and transition.

The Contractor shall have a twelve (12) foot minimum straight edge on the job site and may be required to test for results deemed unsatisfactory by the Director of Maintenance.

2.3 Perform work in accordance with the FDOT Standard Specifications, latest edition which are hereby incorporated by reference and made a part of the Contract as if fully set forth herein. References in the FDOT-incorporated documents to the FDOT (the "Department") or any FDOT offices or personnel (e.g. "Engineer", "Estimates Engineer", "Project Engineer", "Inspector"), shall be taken to mean the Authority's Director of Maintenance.

3.0 Materials

3.1 Use only materials conforming to the requirements of the specifications and approved by the Director of Maintenance. Unless otherwise specified, obtain asphaltic concrete mixes from a plant that is certified by the FDOT. Asphaltic concrete mixes shall use the current FDOT approval design mix for the materials specified herein. Submit a copy of the design mix to be used to the Director of Maintenance for approval prior to using the material on the project.

3.2 Unless otherwise specified, construct asphalt pavement with the following limitations:

a. Surface course material shall generally be compatible with existing pavement in the vicinity of the work.
b. The use of reclaimed asphalt shall meet the requirement of Section 334 of the FDOT Standard Specifications.
c. Layer thickness for asphaltic concrete structural courses shall comply with FDOT Flexible Pavement Design Manual.
d. Friction course material shall not be used for base, leveling or as a structural course.

3.3 Random testing of materials may be performed by the Director of Maintenance at any time during their preparation and used to verify compliance with Section 330 of the FDOT Standard Specifications.

END OF ATTACHMENT 15

Attachment 16

CONCRETE REPAIR AND JOINT SEALING

1.0 Description

Provide all labor, materials, equipment and incidentals necessary to seal joints on roadways, parking lots, islands, sidewalks, curb and gutters, tunnels and buildings. Patch spalled areas on all concrete surfaces and concrete pavement and perform partial or total replacement of roadway slabs. The limit of concrete repairs and joint sealing is the concrete slab "foot print" of each plaza. Tunnel repair includes, but is not limited to walls, ceilings and floors.

2.0 Contractor Responsibilities

2.1 Protect vegetation, structures and equipment, and the general public during the time the work is underway.

2.2 When working over a travel lane close that lane to traffic per Florida Department of Transportation (FDOT) Standard Plans latest editions.

2.3 Joint Repairs

2.3.1 Submit shop drawings showing all expansion joint materials including seal manufacturer, seal designation and proposed method of installation. The selected seal shall be a heavy-duty seal and shall accommodate the joint size shown in accordance with the manufacturer's recommendations.

2.3.2 Accurately cut seal opening with a power saw using concrete cutting blade after existing joint material is removed. Saw cut will be allowed.

2.3.3 Restore spalled areas of existing concrete surfaces, using approved methods and materials, before saw cutting the joint.

2.4 Joint Repairs on Concrete Pavement:

2.4.1 Remove old joint materials or, if joint is unsealed, saw or chip, as required, prior to sealing. Sufficient depth shall be obtained to hold material below the concrete surface (2 inch minimum).

2.4.2 Clean joints before applying new material.

2.4.3 Use filler or bond breaker rod, where required, prior to applying joint sealant.

2.4.4 Joint materials shall be included in the FDOT Approved Products List.

2.5 Repairs to Concrete Surfaces and Joint Repairs on Miscellaneous Concrete:

2.5.1 Remove unsound concrete and reshape area edges to provide a vertical faced wall. Place forms if required.

2.5.2 Patching material shall be the appropriate product type as listed on the FDOT Approved Products List. Place patch material and finish consistent and level with surrounding pavement, deck or other surface.

2.6 Roadway Concrete Slab Replacement

2.6.1 Remove identified slab totally or partially as required and clean vertical faces of all joint material. Form edge as necessary. Add select material and grade the sub-base for a uniform slab thickness and compact with a plate compactor. Form a new joint as necessary.

2.6.2 Place concrete achieving minimum compressive strength requirements in accordance with the FDOT Standard Specifications, latest edition. Finish and apply curing compound in accordance with the FDOT Standard Specifications, latest edition, and the FDOT Standard Plans, latest edition.

2.6.3 All required lane closures shall be in accordance the FDOT Standard Plans, latest edition.

2.7 Cleaning and Resealing Joints

2.7.1 Remove the existing expansion joint material and furnish and install a backer rod and pourable elastomeric joint sealant in accordance with the requirements of the manufacturer.

2.7.2 The sealant used shall meet or exceed the performance and material requirements of Dow Corning 902 RCS, a two-component, silicone rubber sealant, manufactured by Dow Corning Chemical Corporation, Midland, Michigan 48686-0994.

2.7.3 The following is a basic and minimum procedure to be used to accomplish the specified work. All work performed shall comply with the manufacturer's recommended procedures and practices for the specific joint products.

a. Remove all expansion joint filler material and clean the vertical faces of the existing joint throat to remove all debris and contaminants.
b. Vacuum or air blast all excessive dust from the vertical faces of the existing joint throat. All faces of the joint shall be completely dry before placement of the surface conditioner and sealant.

c. Apply a surface conditioner, if required by the manufacturer, to all faces of the joint throat that are to receive the sealant and allow sufficient time to dry, as specified by the manufacturer.
d. Place an appropriately sized backer rod into the joint throat and cover with bond breaker.
e. Mix the sealant (Dow Corning 902 RCS or approved equal) in accordance with the manufacture's recommendations and place into the joint opening. The pourable sealant shall be self-leveling and allowed to cure for the appropriate time.

2.8 Removal and Disposal of Joint Materials

Expansion joints over water and with neoprene bearings are not typically repaired. Remove and properly dispose of old joint material. Clean the surfaces to allow the unrestricted movement of water through the joint opening.

2.9 Collect all debris resulting from the work and remove from the CFX right-of-way.

2.10 Work will be subject to periodic daily inspection. The quality and acceptance of workmanship will be determined during these inspections. Reseal areas that are determined to be unacceptable at no additional cost to the CFX.

2.11 Three months after the date of the Notice to Proceed for the Contract, and at three-month intervals thereafter, inspect/repair: lanes, parking lots, sidewalks, walkways, curbs and gutters, tunnels, bollards, columns, concrete barriers and other concrete items at all facilities.

END OF ATTACHMENT 16

Attachment 17

LITTER REMOVAL

1.0 Description

1.1 Pickup, remove and dispose of litter and debris from the limits of the facilities.

1.1.1 The limits of litter removal for the ramp plazas shall be from the immediate toll plaza building perimeter to the right-of-way or the mainline lanes where applicable, including, but not limited to all paved areas, driving lanes, gutters, inlet grates, under guardrail and landscaped areas and extend through the concrete apron for mainline toll plazas and gantries and 50' beyond the concrete apron for ramp plazas,

1.1.2 The limits of litter removal for the CFX Headquarters building and the Magnolia E-PASS Service Center building shall be from the immediate perimeter of the building (exterior walls, windows and doors) out to the parcel limits including, but not limited to all sidewalks, parking lots, landscaped areas and inlet grates.

1.2 Litter or debris consists of bottles, cans, paper, tires, tire pieces, pallets, lumber, vehicle parts, metal junk, brush, dead animals and other items not considered normal to the right-of-way.

1.3 These specifications are end result oriented. Although the litter activity is expected to be accomplished by manual means, these specifications are not intended to be restrictive or limit other techniques that achieve the specified and desired quality. The Contractor's chosen method(s) shall not cause damage to CFX property / infrastructure or create a safety hazard for the travelling public.

2.0 Quantity and Frequency of Removal

The CFX expects the facilities included in this scope to be maintained litter free. The number and timing of litter removal shall be in keeping with the Director of Maintenance's expectations.

3.0 Equipment

3.1 Equipment used to transport litter from the facilities shall be constructed to preclude distribution or loss of litter along the roadway.

3.2 Use amber flashing lights on vehicles and specialized equipment when required in the course of the work. Do not use when traveling to and from a facility site.

3.3 Specialized equipment designed for the mechanical removal of litter and debris may

require additional safety devices or precautions unique to the equipment. Such devices may include but not be limited to amber flashing lights, slow moving vehicle signs, flagged antennas or fluorescent orange flags.

3.4 All equipment shall be painted a uniform color of high visibility.

4.0 Disposal of Litter and Debris

4.1 Remove all litter and debris from the limits of the facilities and dispose of at locations provided by the Contractor. Dispose in accordance with applicable laws and regulations. Storage or stockpiling of litter or debris on the CFX right-of-way will not be permitted.

5.0 Quality of Work

5.1 Completed areas of work shall be free of litter and debris immediately after cleaning. Work shall be subject to periodic daily inspections by the Director of Maintenance. The quality and acceptance of workmanship will be determined during these inspections. Areas that are determined by the Director of Maintenance to be unacceptable shall be re-cleaned at no cost to the CFX.

5.2 The Contractor shall keep the area within the project limits virtually litter free on a daily basis to ensure that all areas have a pleasing and presentable appearance at all times.

END OF ATTACHMENT 17

Attachment 18

ROADWAY, CANOPY, PARKING LOT, AND SIGN LIGHTING

1.0 Description

Provide all labor, equipment, materials and incidentals to perform roadway, canopy, parking lot and sign lighting maintenance for all CFX mainline and ramp toll plazas as well as the CFX Headquarters and Magnolia E-PASS Service Center building as described below. Lighting at the mainline toll facilities includes the roadway lighting powered by the toll plaza electric room (typically the first three to six roadway lights entering and leaving the toll facilities).

2.0 Contractor Responsibilities

2.1 Night Inspection of Facilities Lighting

Perform night inspection of the facilities exterior lighting once a month. Identify each outage by pole number on an inspection report form and provide to the Director of Maintenance at the completion of each patrol inspection.

2.2 Maintenance, Repairs and Replacements

2.2.1. When possible, perform maintenance, repairs and replacements at the same time as diagnostic work on a luminaire assembly (including sign lighting). Use certified or licensed qualified personnel for appropriate work. Repair or replace components with identical originally specified components or CFX pre-approved alternate components. (Pre-approved alternatives must be proved in a test situation and authorized by the Director of Maintenance prior to use in the system)

2.2.2. Replace, clean, lubricate or repair any or all other following items:

a. Hardware such as hinges, latches, fasteners, snaps, cover plates, nuts, bolts, washers and other such small components.
b. Bird guards
c. Gaskets and filters
d. Electrical shorts not requiring replacement of buried cable
e. All pole or structure wiring (usually No. 10 wire) from the luminaire to the supply cable connection.
f. Lamps and LEDs
g. Ballast and Drivers
h. Refractors (Glassware)
i. Photo Cells

j. Grounding wires and rods
k. Starter Boards
l. Fuses, breakers, surge arrestors, timers, relays, switches, protectors, sockets and other such electrical components.
m. Leveling of fixtures, pole bases, mast arms
n. Reflectors
o. Foundations
p. Transformer bases
q. Mast arms
r. Buried cable and conduit between poles

2.2.3. The Contractor must replace damaged or missing light poles and foundations as appropriate within ten working days from the date of notification or fourteen calendar days from when new foundations are cast if the Contractor uses a cast-in-place foundation.

2.2.4. All damaged poles, mast arms, luminaires and parts thereof shall become the property of the Contractor to be disposed of by the Contractor off the CFX right of way unless otherwise specified.

2.2.5. Reuse of repaired or usable salvaged components, as verified by the Director of Maintenance, will be allowed.

2.3 Reporting and Tagging

2.3.1. The Contractor shall fill out a monthly field work performance report on every location, giving a complete description of work performed, pole number, location and a complete description of problem(s) to be corrected. Before leaving the location, the description of problem(s) to be corrected shall be noted on a tag which shall be attached to the fixture that is in need of additional service. This shall be noted on the monthly report form.

2.3.2. Submit monthly report forms to the Director of Maintenance.

2.3.3. Meet with the Director of Maintenance monthly to discuss any subjects pertinent to this work. Additional meetings may be called by the Director of Maintenance as needed.

2.4 Emergency Repairs

The Contractor shall be responsible at all times, including after normal work hours and weekends, for removal of knocked down poles or mast arms from a travel way, repair of critical lighting as determined by the Director of Maintenance and the repair

of the electrical system in such a manner as to prevent electrical shock and make safe to CFX personnel, the general public and the Contractor's work force.

Repair response time (the time taken to arrive at the site after notification) shall be within 2 hours of the notification for critical repairs, regardless of day or time of the notification.

3.0 Performance Standards

3.1 Luminaires

a. Replace luminaire if damaged or missing.
b. Inspect luminaire for rust or oxidation.
c. Clean as required.

3.2 Lamps and LEDs

a. Check all lamps for looseness. If any are loose, remove and inspect the socket.
b. Lamp shall be replaced in kind with a CFX approved fixture.
c. If lamp or lamp socket shows any sign of improper operation, check to determine the cause and then correct it.
d. Visually check all new lamps for defects prior to installation.

3.3 Glassware or Plastic

a. For enclosed assemblies with hinged door with glassware, remove, wash, rinse twice and dry the glassware.
b. While glassware or plastic is removed for cleaning, brush bugs from the part of the fixture holding the glass (or plastic), in addition to that area surrounding the reflector still remaining in the head of the fixture.
c. With a hinged door fixture, unfasten and brush the second portion of the fixture, cleaning away the bugs and debris that have located along the ballast and transformer. Do not to disturb- the wires while removing this debris.
d. Replace glassware with the same type and pattern as removed. Ensure that glassware with shields will be replaced with the same type.

3.4 Reflectors (Where applicable)

a. Clean and/or polish the inner surface of reflectors with removable polish, rather than by the use of water.
b. Replace reflector if reflective qualities are beyond restoring.
c. Use completely new fixture if reflector cannot be purchased.

3.5 Gaskets and Filters (Where applicable)

a. Clean neoprene or silicon gaskets of foreign material and oxidation and align if necessary.
b. Spray neoprene or silicon gaskets with a special treatment to stop oxidation and sticking.
c. Replace all worn gaskets with a new gasket per the manufacturer's recommendations.
d. Glue gaskets with special non-hardening material and install correctly to stop entry of bugs.
e. Replace all non-functioning gaskets.
f. Check filters and replace where necessary.

3.6 Bird Guards (Where applicable)

a. Replace missing bird guards.
b. If bird guards are not available to fit the specifications of the present fixture, design and install new bird guards for that fixture.
c. Keep bird guards in working condition at all times.

3.7 Hinges and Latches

a. Repair and lubricate hinges and latches as needed with parts that can be obtained or engineered and applied without removing the fixture.
b. If hinge or latch cannot be repaired, replace the fixture or part of the fixture on which the hinge or latch is located.

3.8 Fasteners and Snaps

a. Replace all fixtures which have fasteners or snaps that are obsolete.

3.9 Leveling

a. Correct all fixtures which are not properly level.
b. Shim the pole base so the pole will be vertical.
c. On adjustable mast arms, adjust the arm to bring the head to proper alignment.
d. On non-adjustable mast arms, adjust the fixture with the leveling device in the head.

3.10 Mast Arms

a. Inspect mast arm for rust or oxidation.
b. If possible, adjust mast arm that is bent or incorrectly positioned. Replace if

beyond repair.

c. If the mast arm is missing, install a new mast arm of the proper length and shape.

3.11 Photo Cells

a. Check all photo cells, whether on the fixture, pole, or remote, for proper cycling of turn-on, turn-off.
b. Replace any photo cell failing to turn on at proper time.
c. If any photo cell is located on a utility pole, obtain permission from the appropriate agency to climb the pole and check photo cell for continuity.
d. Some service points may have service supplied and are photo-electrically controlled by the Power Company. Only photo-electric cells and the associated contacts which are owned by the CFX are included in this work.

3.12 Sockets

a. Replace defective photo cell sockets.
b. Replace lamp sockets which are defective due to high heat or other causes.
c. Replace defective socket holders.
d. Correct improper connections.
e. Replace lamp sockets in the same position to assure proper light distribution.

3.13 Hand Hole Plates

a. Check all hand hole plates and repair where needed.
b. Replace all missing hand hole plates.

3.14 Wiring

Perform all wiring consistent with rules established by A.N.S.I. (American National Standards Institute) and all appropriate Electrical Codes.

3.14.1 Luminaires

a. Perform rewiring, as needed, on the luminaire head on the integral ballast using methods prescribed for wiring in high heat environments and using materials which will withstand high temperatures.
b. Where repairs are too extensive for complete repair in the field, remove the luminaire head and install a replacement unit in its place.

3.14.2 Pole Risers

a. Rewire poles where pole riser conductors show evidence of chaffing, or shorting, or openings which could affect the operation of the luminaire.
b. When rewiring poles, use #10 THW wire consistent with established color codes.
c. Maintain lightning protection by connecting all metal components, i.e., luminaire housing, bracket arm, etc. to the associated ground rod at the base of each pole.

(i) Wooden poles, fiberglass poles and concrete poles require a #6 AWG ground or bond wire connected from the pole top to the ground rod at the bottom.
(ii) Metal poles may be used as the lightning ground conductor in lieu of the ground wire.
(iii) The current carrying neutral wire is not connected to ground at each pole, but only at the distribution panel.

3.14.3 Grounding Wires

a. Run a #6 AWG bare copper bond wire (counterpoise) in the same trench as the PVC conduit and outside and 3" above this conduit. This bond wire shall connect all ground rods and poles electrically to one another.

b. Connect poles mounted on structures to a #6 THW, green bond wire run along with the current carrying conductors inside the conduit on the structure. Connect insulated bond wire to a 16-foot ground rod driven into the soil at each end of the structure.
c. The ground resistance of the connected counterpoise system shall not be greater than 10 ohms at any location. (Use a Ground Testing measuring devices approved for that function such as Fluke, GISCO, Extech, AMEC, etc. with calibration certificate within the past calendar year of tests.).
d. Any conduit shall contain an insulated bond wire as specified in No. 2 above.

3.14.4 Pole Bases

a. Use waterproof, pull-apart connectors at all frangible poles.

(i) Properly install weatherproof, pull-apart “Y” fused

connectors, vulcanize as necessary, seal, lubricate, and protect from chaffing. Wire nut connectors are not authorized. Components shall be consistent with those provided at installation.

(ii) In-line, pull-apart, weatherproof, connectors are authorized provided connections are made with compression sleeves, split bolts or are soldered before being made waterproof.

b. Twist type weatherproof fuse holders may be used in lieu of pull-apart connectors at any location where the pole need not be frangible, i.e., behind guardrail, behind bridge rail, concrete poles, etc. Connectors shall be approved prior to installation of alternate components and shall be UL Listed for that purpose and waterproof.

c. Place fuse inserts in the "hot leg" of the pole riser. Place blank conductor inserts (Slug) in the neutral leg of the pole riser. Fuse both legs where there is no neutral conductor.

d. Place a #6 AWG bare bond wire from the ground rod under the ground lug at the bottom of all metal poles.

e. Leave sufficient slack in all wires to allow the wire and connectors to be pulled and worked on outside the hand hole.

f. Seal ends of conduit with electrical putty.

3.14.5 Circuit Current Carrying Conductors

a. Avoid damage to insulation where new conductors are to be pulled into existing duct.

b. Use lubrication. (environmentally friendly, non-flammable compound approved for the type of wire being pulled.

c. Use approved pulling aids. (Metal tapes and pull wires are not permitted)

d. Preferably remove the pole from the foundation so that the wire does not have to be pulled through the hand hole.

e. Install wire of at least the same size and type as that removed.

f. Where new conduit and conductors are to be installed, pre-wired duct may be used if pre-approved by the Manager of Maintenance.

g. Install all new underground wiring in duct or conduit. Direct burial is not approved. Mandrel test each conduit after installation.

h. Lay conduit in trenches with vertical walls at a minimum depth of 36 inches with warning tape at a depth of 18 inches.

Devices which plow conduit into the ground will not be approved.

3.14.6 Distribution Boxes

Regardless of location, the distribution box, or circuit breaker panelboard enclosure which controls the lights shall be the responsibility of the Contractor and shall be padlocked with a lock provided by the Contractor and master keyed to all of the other boxes. Furnish an extra padlock key to the Director of Maintenance.

3.14.7 Foundations

Straighten, repair or re-pour the foundation in accordance with original design. Precast foundations may be permitted at the discretion of the Director of Maintenance.

3.15 Ballast and drivers

a. Check ballast and drivers and replace defective ones.
b. Wire ballast as specified under Section 3.14, Wiring.
c. New ballast shall be of the regulator type and shall be wired for the appropriate voltage.

3.16 Fuses

a. Replace blown fuses with dual element, 600V 10 Amp, type FNQ-R.
b. Fuses are located as a part of the pull-apart connectors either in the pole hand hole or in the transformer base. Lubricate the pull-apart (Plug and Socket waterproof) connector whenever the fuse is checked.
c. Replace blown fuses.

3.17 Grounding

3.17.1 Each pole shall be grounded. If not grounded, drive an approved 20-foot grounding rod six inches below grade into the ground adjacent to the foundation of the pole. Individual Ground rods shall have a resistance to ground not to exceed 25 ohms. Where the resistance is not as low as 25 ohms, use two or more rods connected parallel.

a. Run a #6 stranded copper wire from the top of the grounding rod (Exothermically Bonded) through the transformer base at

a hole located there. (Bore a hole if there is none).

b. Wrap the copper wire around a bolt on the inside of the transformer base or pole base and connect with a ground lug.

3.18 Transformer Base

a. Replace missing doors of the transformer base.
b. Retap broken bolts to hold the door securely in place to protect the inside of the base from the elements and unauthorized personnel. Use stainless steel bolts.
c. Clean the inside wall of the base and the surface of the concrete foundation with a wire brush, then vacuum or blow free of all dust and debris.
d. Disconnect, clean, lubricate and reconnect pull-apart connectors in all transformer bases as specified under Section 3.1.14, Wiring.

3.19 Poles

a. Replace missing inspection plate or hand hole cover. If bolts are broken off, retap, thread and place in proper position using stainless steel bolts.
b. If the pole is leaning, shim at the base to return it to proper position. (+/- 1 Degree vertical)
c. Replace bent pole.
d. If any portion of the riser wire going from the base of the pole to the socket in the head of the fixture is frayed or damaged, completely replace with new wire.
e. Plug conduit coming out of the foundation with electrical putty.
f. Repair damaged poles where possible by replacing the damaged shoe base and pole section with replacement parts, so that mast arm position and hand hole position remain per design. (Retain breakaway capability).

3.20 Salvaged Materials

Poles which are knocked down, bent, or otherwise replaced, and all parts thereof, shall become the property of the Contractor to be disposed of by the Contractor off the CFX right of way.

3.21 Sign Lights and Under Canopy Lights

a. Keep all drain holes in fixture open and filtered.
b. Properly treat and seal gaskets each time the fixture is serviced.
c. Replace defective ballasts with parts similar to those removed.

d. Any ballast in a location that is difficult to service may be relocated on the structure for easier accessibility.

END OF ATTACHMENT 18

Attachment 19

TOLL PLAZA DRAINAGE SYSTEMS

1.0 Description

Toll Plaza Drainage Systems include inlets and pipes draining the parking areas at CFX facilities and the lanes running under plaza canopies. Perform jet/vacuuming and cleaning of drainage pipes, catch basins, junction boxes, treadle drains and associated grates; and/or adjust manholes and inlets as directed by the Director of Maintenance. Perform repairs, replace broken frames and grates, reset frame and grate, patch spalled areas and seal cracks in structures.

2.0 Contractor Responsibilities

2.1 Comply with the requirements of the Florida Department of Transportation's (FDOT) Standard Plans, latest edition, which are incorporated herein by reference and made a part of this contract as if fully set forth herein.

2.2 Clean drainage systems and structures using appropriate equipment.

2.3 Collect all debris resulting from the cleaning process, remove from the site and dispose of properly and in accordance with state, federal, and local regulations.

2.4 Respond to emergency situations as directed by the Director of Maintenance. Response time to a site shall be within two (2) hours of notification by the Manager of Maintenance. The response team shall include a working supervisor and laborer, a jet/vacuuming truck, and additional equipment necessary to handle the type of emergency described by the Director of Maintenance.

2.5 Perform minor repairs including sealing leaks in catch basins, junction boxes and similar structures, replace broken grates, and reset existing frames and grates.

2.6 Protect the general public, vegetation, structures, slopes, and roadways at all times when work is in progress.

2.7 Do not use equipment which damages the pavement or turf. If this occurs, repair or replace damaged areas at no cost to the CFX.

2.8 Completed areas of work shall be reasonably free from debris after cleaning as determined by the Director of Maintenance. Work shall be subject to periodic daily inspection. The quality and acceptance of workmanship will be determined during these inspections. Clean areas that are determined to be unacceptable at no

additional cost to CFX. The Director of Maintenance will use reasonable judgment when evaluating completed work and any decision as to acceptance or rejection will be final.

2.9 At the direction of the Director of Maintenance, make necessary miscellaneous repairs to drainage system components. Repairs also include, but are not necessarily limited to, repairs that are required due to damage resulting from vandalism, fire, theft, vehicular impact, or acts of God.

Provide drainage system materials that are like in kind to the existing materials or otherwise approved by the Director of Maintenance.

END OF ATTACHMENT 19

Attachment 20

GROUNDING AND GROUND SYSTEM TESTING

1.0 Description

1.1 Test grounding systems and repair and retest out of tolerance grounding systems at all of the mainline and ramp toll plazas, the CFX Headquarters Building, and Magnolia E-PASS Service Center. The Contractor will provide a testing plan within 3 months following the Notice to Proceed. The Contractor will develop a plan that addresses 50% of the buildings in the first year and 50% in the second year. Contractor shall test all ground rods at each facility once every two years.

2.0 Qualifications

2.1 Work shall be performed by a Licensed Electrical Contractor. (A contractor certified by the State of Florida, who has satisfied all state or local requirements to be actively engaged in contracting)

2.2 Use a calibrated direct reading three-point ground resistance testing device appropriate for this task.

3.0 Contractor Responsibilities

3.1 Perform testing of ground rods at each toll plaza and facility to determine the resistance of each ground rod. Document, certify correct and provide a report of Ground Resistance Test for the results of all tests performed.

3.2 For all ground rods exceeding 25 Ohms, furnish and install 5/8” x 20’ copper clad ground rods or ground rod segments as necessary to achieve the grounding requirements until ground resistance of 25 Ohms or less is achieved.

3.3 Furnish and install exothermic cadweld connections.

3.4 Perform testing and provide and certify correct a report of Ground Resistance Test at each plaza grounding system upon completion of installation new ground rod(s).

4.0 Performance Standards

All work shall be governed and installed in compliance with the provisions of the latest editions of the following codes and standards, whichever is the most stringent:

- National Electric Code
- National Electric Safety Code
- Florida Department of Transportation Standard Specifications for Road and Bridge Construction
- Other Applicable Codes required by local jurisdictions

5.0 Reports

Perform tests and repairs, log results, provide and certify correct a report of Ground Resistance Test at each plaza grounding system tested. Provide report and certification to the Director of Maintenance.

6.0 Quality Assurance

Work and materials shall be in accordance with local codes and agencies having jurisdiction and with the codes and methods described in the publications of the Institute of Electrical and Electronic Engineers, the National Electrical Code, the National Electrical Safety Code, NFPA 780, and the National Electrical Manufacturers Association.

END OF ATTACHMENT 20

Attachment 21

FIRE ALARMS AND EXTINGUISHERS

1.0 Description of Work

Perform inspection, testing and maintenance of fire alarms, fire sprinkler systems, and portable fire extinguishers at the CFX Headquarters building, Magnolia E-PASS Service Center, Hiawassee Data Center, and at all mainline and ramp toll plazas.

2.0 Responsibilities

2.1 Testing of fire alarm systems, portable fire extinguishers and fire sprinkler systems shall be performed in accordance with applicable NFPA Standards, OSHA Standards, and local, state and federal codes.

2.2 All inspection, testing and maintenance shall be performed by trained personnel and with suitable testing equipment.

2.3 The Contractor shall submit a schedule of testing to the Director of Maintenance within 60 days of the NTP. The Contractor shall notify the Director of Maintenance and the appropriate plaza manager at least 48 hours in advance of conducting any testing.

2.4 Testing for fire alarms at the CFX Headquarters building and Magnolia E-PASS Service Center should be performed outside of normal working hours.

2.5 Portable Fire Extinguishers

2.5.1 All portable fire extinguishers shall be maintained in a fully charged and operable condition

2.5.2 The Contractor shall ensure that any fire extinguisher certificates that are to expire be renewed at least 10 days in advance of the expiration date.

2.5.3 If during the routine inspections, the Contractor finds that portable fire extinguishers are missing or not found at the designated location, the Contractor shall replace the portable fire extinguisher within 24 hours.

2.6 Deficiencies found during testing and inspection shall be corrected by the Contractor within 24 hours. Failure to comply shall result in Liquidated Damages PF-1 (See Scope of Services 5.5).

2.7 Under no circumstances, except when necessary for testing purposes is the Contractor allowed to disable fire alarms.

2.8 Response time for fire alarms and fire sprinklers (the time taken to arrive at a site after notification) shall be within two (2) hours regardless of day or time of the notification. Failure to respond per the time frame above shall result in a reduction of compensation for emergency response as defined in the Scope of Services (5.3.7).

2.8 A maintenance log shall be kept at each location and available for review at all times. The log shall include, at a minimum, the date and time of the test(s), location, name of personnel performing the test(s), type(s) of test performed, results of the test(s), and actions taken to correct any deficiencies.

END OF ATTACHMENT 21

Attachment 22

GRAFITTI AND STAIN REMOVAL

1.0 Description

Provide all labor, materials, equipment and incidentals necessary to perform cleaning and/or painting of all CFX buildings facilities, including beams and columns, concrete barrier walls, buildings, toll booths and other structures to remove graffiti, waste (human or animal), and other unsightly stickers, stains and markings.

2.0 Contractor Responsibilities

2.1 Protect vegetation, structures and equipment, and the general public during the time the work is underway.

2.2 Clean surfaces as needed to remove graffiti, stickers or other materials including using a pressure washer, appropriately sized for the task, as necessary.

2.3 Graffiti removal is considered an Emergency Response Activity. Complete emergency maintenance response for graffiti and stain removal work, including application of the permanent coating(s) by the end of the next day (including Saturdays, Sundays and legal holidays) after discovery or notification. Graffiti determined to be profane or offensive by the Director of Maintenance shall be removed and, at a minimum, a temporary coating applied within two (2) hours of discovery or notification. Permanent coatings shall be completed within 48 hours of completion of the temporary work. Non-painted decorative surfaces shall be cleaned and not painted. Means and methods are up to contractor, CFX will not accept unpainted areas to be painted. No extension of the emergency response time will be granted by CFX due to travel distance requirements of the response crew. Completion of routine work shall not be affected by the need to perform emergency work.

Failure to complete the work per the time frames above shall result in a reduction of compensation as defined in the Scope of Services (5.3.7).

2.4 Repair the finish after removal of graffiti or other material to the original existing finish as directed by the Director of Maintenance.

2.5 Collect all debris resulting from the cleaning process and remove from CFX right-of-way at the end of each workday.

2.6 Completed areas of work shall be reasonably free from graffiti and stains after cleaning as determined by the Director of Maintenance. Work shall be subject to

periodic daily inspection. The quality and acceptance of workmanship will be determined during these inspections. Clean and or paint again areas that are determined to be unacceptable at no additional cost to CFX.

2.7 The Contractor shall provide maintenance of traffic in conformance with CFX requirements and the current edition of the FDOT Standard Plans at each location where lane closures are in effect. All lane closures shall be coordinated with the respective plaza manager prior to the lane closure.

END OF ATTACHMENT 22

CONSENT AGENDA ITEM #26

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement

DATE: May 14, 2025

SUBJECT: Approval of Supplemental Agreement No. 3 with Ayres Associates Inc. for Systemwide Overhead Sign Inspection Services
Contract No. 001915

Board approval of Supplemental Agreement No. 3 with Ayres Associates 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 overhead signs inspection throughout the system.

Original Contract	$ 950,000.00
Supplemental Agreement No. 1	$ 0.00
Supplemental Agreement No. 2	$ 0.00
Supplemental Agreement No. 3	$ 200.000.00
Total	$1,150,000.00

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. 3

between

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

and

AYRES ASSOCIATES INC.

regarding

CONTRACT NO. 001915

relating to the provision of

SYSTEMWIDE OVERHEAD SIGN INSPECTION SERVICES

THIS THIRD SUPPLEMENTAL AGREEMENT ("Third Supplement") is made and entered into by and between **CENTRAL FLORIDA EXPRESSWAY AUTHORITY** ("CFX") and **AYRES ASSOCIATES INC.** ("CONSULTANT") in consideration of the mutual covenants contained herein and for other good and valuable considerations, the receipt and sufficiency of which are hereby mutually acknowledged. CFX and CONSULTANT may be herein referred to individually as the "Party" or collectively as the "Parties".

1. **Amendments.** The agreement between the Parties identified as **Contract No. 001915**, inclusive of any existing prior amendments, supplemental agreements, renewals, and/or extensions thereto (collectively, the **"Agreement"**) is hereby amended as follows:

   (a) **Exhibit "A"**, Scope of Services of the Agreement, is hereby amended to include the additional services of inspection of fifty-one traffic signals and new sign structures on SR 417 and SR 429.

   (b) **Exhibit "B"**, Method of Compensation of the Agreement, is hereby amended to increase the Total Contract Amount by $200,000.00 to $1,150,000.00.

2. **Effect on Agreement.** All provisions of said Agreement 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 Third Supplement and the Agreement, the provisions of this Third Supplement shall take precedence.

3. **Counterpart and Electronic Signatures.** This Third Supplement 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, by all of which taken together shall constitute one and the same agreement.

4. **Entire Agreement.** This Third Supplement and any documents incorporated, referenced, or attached hereto, contains the entire understanding of the Parties with respect to the subject matter hereto, and supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and/or warranties, whether oral or written, of either of the Parties.

5. **Effective Date.** This Third Supplement shall be effective as of the latest day of execution.

IN WITNESS WHEREOF, the Parties have made and executed this Third Supplement; CENTRAL FLORIDA EXPRESSWAY AUTHORITY, signing by and through its Director of Procurement, authorized to execute same by Board action on June 12, 2025, and AYRES ASSOCIATES INC., signing through its undersigned signatory, duly authorized to execute same.

AYRES ASSOCIATES INC.

By: _____

Print Name: _____

Title: _____

Date: _____

ATTEST: _____ (SEAL)
Secretary or Notary

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____

Print Name: Aneth Williams

Title: Director of Procurement

Date: _____

Reviewed and approved as to form for the exclusive reliance of CFX on: 05/27/2025

By: _____
Cristina T. Berrios
CFX Deputy General Counsel

SUPPLEMENTAL AGREEMENT NO. 2

between

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

and

AYRES ASSOCIATES INC.

regarding

CONTRACT NO. 001915

relating to the provision of

SYSTEMWIDE OVERHEAD SIGN INSPECTION SERVICES

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 AYRES ASSOCIATES INC., ("CONSULTANT"), a Foreign Profit Corporation, in consideration of the mutual covenants contained herein and for other good and valuable considerations, the receipt and sufficiency of which are hereby mutually acknowledged. CFX and CONSULTANT may be herein referred to individually as the "Party" or collectively as the "Parties".

WHEREAS, CFX and CONSULTANT entered into that certain Agreement for systemwide overhead sign inspection between CFX and the CONSULTANT, dated May 12, 2022, and a Notice to Proceed date of August 7, 2022, as amended or supplemented by that certain Supplemental Agreement No. 1 between CFX and CONSULTANT (collectively, "Agreement"); and

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Supplemental Agreement, CFX and the CONSULTANT agree as follows:

1. Table 6 – Loaded Labor Rates for Traffic Signal Mast Arms (TSMA) was omitted from the original agreement and is hereby attached to the contract.
    a. The Total Contract Amount remains unchanged at $950,00.00.00.
2. All provisions of said Agreement, or any amendments or supplements thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and the Agreement, or any existing supplements or amendments thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

IN WITNESS WHEREOF, the parties hereto have made and executed this Supplemental Agreement: CENTRAL FLORIDA EXPRESSWAY AUTHORITY, signing by and through its Director of Procurement, and AYRES ASSOCIATES INC, signing through its undersigned signatory, duly authorized to execute same.

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: Aneth Williams Date: 5/28/2025

Print Name: Aneth Williams Title: Director of Procurement

AYRES ASSOCIATES INC.

By: Jan F. Zander Date: 5/19/2025

Print Name: Jan F. Zander Title: COO/EVP

Approved as to form and legality for Central Florida
Expressway Authority's exclusive use and reliance

By: Date: 05/27/25

Print Name: Cristina T. Berrios Title: Deputy General Counsel

SUPPLEMENTAL AGREEMENT

between

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

and

AYRES ASSOCIATES INC.

regarding

CONTRACT NO. 001915

related to the provision of

SYSTEMWIDE OVERHEAD SIGN INSPECTION 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 AYRES ASSOCIATES INC. ("Consultant"), a Foreign Profit Corporation, in consideration of the mutual covenants contained herein and for other good and valuable considerations, the receipt and sufficiency of which are hereby mutually acknowledged. CFX and Consultant may be herein referred to individually as the "party" or collectively as the "parties".

WHEREAS, CFX and CONSULTANT entered into that certain Agreement for SYSTEMWIDE OVERHEAD SIGN INSPECTION SERVICE between CFX and the CONSULTANT, dated May 12, 2022, ("Agreement"); and

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Supplemental Agreement, CFX and the CONSULTANT agree as follows:

1. Table 6 of Exhibit "B" Method of Compensation of the Agreement is hereby updated as per the attached Amendment to Standard Professional Service Agreement dated August 8, 2023.

    a. The Total Contract Amount remains unchanged at $950,000.00.

2. Amendment to Include Florida Eligibility Provisions

2.1 In compliance with Florida Law, the Contract is hereby amended to include the following provisions, to the extent that they were not already included therein:

A. **E-Verification**

1. This Contract is subject to the requirements found in Section 448.095(5), Florida Statutes. By executing this Contract, CONSULTANT 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 CONSULTANT.

2. CONSULTANT additionally hereby acknowledges the responsibilities and obligations of both CONSULTANT and CFX under Section 448.095(5), Florida Statutes, which includes without limitation: (a) an obligation that CONSULTANT 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 (b) the right of CFX to unilaterally and immediately terminate this Contract for CONSULTANT's failure to comply with the applicable provisions of Section 448.095(5) and to impose upon CONSULTANT any additional costs incurred by CFX resulting from such termination.

B. **Public Entity Crimes**. CONSULTANT hereby represents, warrants, and certifies that: (1) neither CONSULTANT, nor one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of CONSULTANT, nor any affiliate of the entity, has been charged with and convicted of public entity crime subsequent to July 1, 1989; (2) CONSULTANT 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 (3) CONSULTANT 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.

C. **Scrutinized Companies**

1. CONSULTANT hereby represents, warrants, and certifies to the following: (a) CONSULTANT 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 (b) CONSULTANT 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.
2. If the Contract value meets or exceeds $1,000,000.00, then CONSULTANT hereby additionally represents, warrants, and certifies that: (a) CONSULTANT 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 (b) CONSULTANT is not engaged in business operations in Cuba or Syria.
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: (a) either of the above certifications are found to have

been false; (b) CONSULTANT is found to have been placed on any of the applicable lists referenced in this provision at any time; and/or (c) if CONSULTANT becomes engaged in business operations in Cuba or Syria or any boycott of Israel.

D. **Discriminatory Vendors and Anti-Trust Violators.** CONSULTANT 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: (1) may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; (2) 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; (3) may not submit bids, proposals, or replies on leases of real property to a public entity; (4) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (5) may not transact business with any public entity.

E. **Countries of Foreign Concern**

1. CONSULTANT hereby represents, warrants, and certifies that CONSULTANT 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.
2. If this Contract will in any manner give CONSULTANT 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, CONSULTANT shall submit to CFX an affidavit signed by an officer or representative of CONSULTANT under

penalty of perjury attesting that CONSULTANT does not meet any of the following criteria: (1) CONSULTANT is owned by the government of a foreign country of concern; (2) the government of a foreign country of concern has a controlling interest, as defined in Section 287.138(1), Florida Statutes, in CONSULTANT; or (3) CONSULTANT 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).

b. CONSULTANT 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), including without limitation: (1) 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 (2) 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 CONSULTANT is found to be in violation of this provision, Section 287 .138, Florida Statutes, and/or its affidavit.

F. **Common Carrier**

1. CONSULTANT hereby represents, warrants, and certifies that CONSULTANT 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.
2. If CONSULTANT 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, CONSULTANT 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 CONSULTANT is found to be in violation of this provision, Section 908.111, Florida Statutes, and/or its attestation.

G. **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 services as defined in Section 787.06(2)(a), Florida Statutes. Such affidavit is hereto attached as **CFX-220: Human Trafficking Affidavit**.

2.2 **Incorporation of Florida Vendor Eligibility Provision Forms**

A. CONSULTANT has executed specific certifications, affidavits, and attestations regarding the various provisions in this Article by use of the following forms provided by CFX:

CFX-200: E-Verification Use and Registration Certification

CFX-210: Certifications Regarding Vendor Eligibility

CFX 220: Human Trafficking Affidavit

CFX-230: Common Carrier Attestation

CFX-240: Foreign Countries of Concern Affidavit

B. All such forms are hereby incorporated into the Contract and serve as a material part thereof. If for any reason CONSULTANT has not yet executed any such forms: (1) CONSULTANT doing so shall be a precondition to CFX's obligation to provide payment for any work or any other performance under this Contract; and (2) any failure of CONSULTANT to do shall be cause for termination of this Contract by CFX.

3. **Full Force and Effect**

Unless otherwise modified herein, all terms and conditions of the Contract are hereby re-affirmed by the parties and shall remain in full force and effect, the same as if they had been set forth in this First Supplement. In the event of a conflict between the provisions of this First Supplement and the Contract, the provisions of this First Supplement shall take precedence.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have made and executed this Supplemental Agreement: CENTRAL FLORIDA EXPRESSWAY AUTHORITY, signing by and through its Director of Procurement, and AYRES ASSOCIATES INC. signing through its EXECUTIVE VP/COO, duly authorized to execute same.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____ Date: 8/28/2024

Print Name: Aneth Williams Title: Director of Procurement

AYRES ASSOCIATES INC.

By: _____ Date: 8/19/24

Print Name: JAN F. ZANDER Title: EVP/COO

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: 2024.08.23 12:51:04 -04'00' Date: August 23, 2024

Print Name: Angela J. Wallace Title: General Counsel

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

AMENDMENT TO STANDARD PROFESSIONAL SERVICES AGREEMENT

375-030-97
PROCUREMENT
12/22

Amendment Number: 2 Amendment Execution Date: 08/08/2023 | 10:51 AM EDT

Original Agreement No.: CAD97 Original Agreement Execution Date: 8/23/2021

Consultant Name: Ayres Associates Inc.

FM Number(s): 412456-1-72-10

Agreement Description: DW Overhead Sign & High Mast Light Pole Inspection Contract

Purpose of Amendment: Add Rate

The terms of the original agreement referenced above are hereby amended:

Table 6 of Exhibit "B", Method of Compensation, is updated as follows:

Table 6 - Unit Rates (Pay Items)
* No Multipliers will be added to the following rates.

Consultant	Item	Unit	Rate
Ayres Associates Inc.	Span-Double Truss - Initial	Each	$2,184.16
Ayres Associates Inc.	Span-Double Truss - Routine	Each	$1,572.15
Engineering Operations LLC	Span-Double Truss - Initial	Each	$2,149.75
Engineering Operations LLC	Span-Double Truss - Routine	Each	$1,562.63
FIT Engineering LLC	Span-Double Truss - Initial	Each	$1,798.03
FIT Engineering LLC	Span-Double Truss - Routine	Each	$1,275.20
LARS Engineering, Inc.	Span-Double Truss - Initial	Each	$2,199.83
LARS Engineering, Inc.	Span-Double Truss - Routine	Each	$1,624.31

Except as hereby modified, amended, or changed, all of the terms and conditions of said original agreement and any supplements and amendments thereto will remain in full force and effect.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

375-030-97
PROCUREMENT
12/22

AMENDMENT TO
STANDARD PROFESSIONAL SERVICES AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

CONSULTANT	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
Ayres Associates Inc.	
Name of Consultant	
BY: DocuSigned by: Mr. Jan Zander E39C05DFCBB5484...	BY: DocuSigned by: Charles Heffinger Jr. P.E. 74FCFACA95A24CD...
Name: Mr. Jan Zander	Name: Charles M. Heffinger, Jr., P.E
Title: Executive Vice President / COO	Title: Director of Transportation Operations
	District Five

FOR DEPARTMENT USE ONLY

PROCUREMENT OFFICE REVIEW:

DocuSigned by: Michelle Sloan BBF10369F488432...

DS

COOPERATIVE PURCHASE AGREEMENT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

AND

AYRES ASSOCIATES INC

CONTRACT NO. 001915

CONTRACT DATE: MAY 12, 2022
CONTRACT AMOUNT: $950,000.00

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
COOPERATIVE PURCHASE AGREEMENT
SYSTEMWIDE OVERHEAD SIGN INSPECTION SERVICES
CONTRACT NO. 001915

This 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, hereinafter "CFX" and AYRES ASSOCIATES INC, 8875 Hidden River Parkway, Suite 200 Tampa, Florida 33637-1035, hereinafter the "CONSULTANT."

WITNESSETH:

WHEREAS, CFX was created by statute and is charged with acquiring, constructing, operating and maintaining a system of limited access roadways known as the Central Florida Expressway System; and

WHEREAS, CFX has been granted the power under Section 348.754(2)(m) of Florida Statutes, "to do all acts and things necessary or convenient for the conduct of its business and the general welfare of CFX, in order to carry out the powers granted to it (by state law);" and,

WHEREAS, CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of a CONSULTANT to provide overhead sign inspection services for the sign structures within CFX's Expressway System as listed in **Exhibit "1"**; and

WHEREAS, on or about May 28, 2021, the CONSULTANT entered into an agreement with the State of Florida Department of Transportation (hereinafter "FDOT" or "Department") identified as Contract No. CAD97, hereinafter "FDOT Contract," consisting of the following parts:

Part 1: Standard Professional Services Agreement (1 page),

Part 2: Standard Professional Services Agreement Terms (numbered as page A-1 through page A-11),

Part 3: Exhibit "A" entitled Scope of Services for District 5 Overhead Sign & High Mast Light Pole Inspections (numbered as page A-1 through page A-38, and

Part 4: Exhibit "B" entitled Method of Compensation (numbered as page B-1 through page B-5).

A true and correct copy of the FDOT Contract is attached as **Exhibit "3;"** and

WHEREAS, since CFX desires to procure the same services from the CONSULTANT as those described in the competitively-procured FDOT Contract, CFX may piggyback the FDOT Contract provided the CONSULTANT extends substantially the same terms and conditions of the FDOT Contract to CFX; and

WHEREAS, the CONSULTANT agrees to provide the services under the same terms and conditions as included in the FDOT Contract, and such additional terms and conditions as detailed below.

NOW THEREFORE, in consideration of the mutual covenants and benefits set forth herein and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged by each party to the other, the parties hereto agree as follows:

1. RECITALS. The recitals are true and incorporated as terms.

2. ADOPTION OF TERMS IN THE FDOT CONTRACT; SERVICES TO BE PROVIDED. The CONSULTANT shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all equipment, supplies, labor and incidentals necessary to perform this Contract in the manner and to the full extent as required by CFX. The parties adopt all four parts of the FDOT Contract by reference as though set forth fully herein, subject to the following substitutions or revisions.

2.1 The term "State of Florida Department of Transportation" or "DEPARTMENT" in the FDOT Contract shall be replaced with the "Central Florida Expressway Authority" or "CFX."

2.2 The term "Director" or "Department's Project Manager" in the FDOT Contract will mean "CFX's Director of Maintenance."

2.3 The term "District 5" in the FDOT Contract shall be replaced with "CFX's Expressway System."

2.4 In Part 1 of the FDOT Contract, paragraph 1 entitled "Services and Performance" shall be amended by adding the underlined words and deleting the stricken words as follows:

> **1. SERVICES AND PERFORMANCE**
> A. CFX ~~The Department~~ does hereby retain the Consultant to furnish certain services as described in **Exhibit "A",** attached hereto and made a part hereof, as modified herein, in connection with ~~District Five~~ Overhead Sign & High Mast Light Pole Inspections.
>
> B. Unless changed by written agreement, the site for inspection of work referenced in Section 1.1 of the **Standard Professional Services Terms**, will be the entire CFX Expressway System including the portions of State Roads 408, 417, 429, 414, 528, 451, 453 within CFX's Expressway System and the Goldenrod Extension
> ~~4322 Hopkins Avenue, Titusville, FL 32780~~.

2.5 In Part 1 of the FDOT Contract, paragraph 2 entitled "Term" shall be deleted and replaced with the following:

> The term of the Contract will be three (3) years from the date stated in the Notice to Proceed from CFX. There shall be two (2) renewal options of one (1) year each. The options to renew are at the sole discretion and election of CFX. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by the CONSULTANT are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide the CONSULTANT with written notice of its intent at least 60 days prior to the expiration of the initial two-year Contract Term and any renewals.

2.6 Part 1 of the FDOT Contract, paragraph 5 entitled "Compensation" shall be amended by adding the underlined words and deleting the stricken words as follows:

> **5. COMPENSATION**
> CFX ~~The Department~~ agrees to pay the Consultant compensation as detailed in **Exhibit 2** also referred to as **CFX Exhibit "B"**, attached hereto and made a part hereof.

2.7 Part 1 of the FDOT Contract, paragraph 6 entitled "Miscellaneous," subparagraph C shall be amended by adding the underlined words and deleting the stricken words as follows:

> C. The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein.
>
> Page A-1 through Page A-37: **Exhibit "A"**, Scope of Services as modified herein.
>
> CFX Page B-1 through Page B-5 ~~Page B-4~~: **CFX Exhibit "2"** also called **CFX Exhibit "B"**, Method of Compensation

2.8 Part 2 of the FDOT Contract, paragraph 1F relating to the use of computer facilities shall be deleted.

2.9 Part 2 of the FDOT Contract, paragraph 1G relating to value engineering shall be deleted.

2.10 Part 2 of the FDOT Contract, paragraph 3F under the main heading of "Compensation" shall be amended by adding the underlined words and deleting the stricken words as follows:

> F. The Consultant should be aware of the following time frames. Upon receipt, CFX ~~the Department~~ has fifteen ~~five (5)~~ working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The CFX Maintenance Department has 20 days to deliver a request for payment (voucher) to the Finance and Accounting Department ~~of Financial Services~~. The 20 days are

measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

2.11 Part 2 of the FDOT Contract, paragraph 3H relating to a vendor ombudsman shall be deleted.

2.12 Part 2 of the FDOT Contract, paragraph 3K shall be amended by adding the underlined words and deleting the stricken words as follows:

> CFX ~~The Department~~, during any fiscal year, will not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. ~~The Department will require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds.~~ Nothing herein contained will prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, CFX's ~~the Department's~~ performance and obligation to pay under this Agreement is contingent upon an annual appropriation by its Governing Board. ~~the Legislature~~.

2.13 Part 2 of the FDOT Contract, paragraph 5E pertaining to public records shall be amended by deleting the FDOT contract information and adding the following:

> **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.**
>
> Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONSULTANT in conjunction with this Contract (including without limitation Contract Records and Proposal Records, if and as applicable), CONSULTANT shall immediately notify the CFX. In the event CONSULTANT has public records in its possession, CONSULTANT shall comply with the Public Records Act and CONSULTANT must provide the records to CFX or allow the records to be inspected or copied within a reasonable time. Failure by CONSULTANT to grant such public access shall be grounds for immediate unilateral termination of this Contract by CFX for cause. Failure to provide the public records to CFX within a reasonable time may subject the CONSULTANT to penalties under Section 119.10, Florida Statutes.

The obligations in this Section shall survive the expiration or termination of this Contract and continue in full force and effect as set forth above.

2.14 Part 2 of the FDOT Contract, paragraph 7B pertaining to Chapter 14-75, Florida Administrative Code shall be deleted.

2.15 Part 2 of the FDOT Contract, paragraph 7C referencing Chapter 946, Florida Statutes pertaining to PRIDE Enterprises shall be deleted.

2.16 Part 2 of the FDOT Contract, paragraph 9 involving terms for Federal Aid Contracts shall be deleted.

2.17 Part 3 of the FDOT Contract entitled "Scope of Services for District 5 Overhead Sign & High Mass Light Poll Inspections" shall be amended by adding the underlined words and deleting the stricken words as follows:

SCOPE OF SERVICES FOR CFX ~~DISTRICT 5~~ OVERHEAD SIGN & HIGH MASS LIGHT POLL INSPECTIONS

2.0 GENERAL DESCRIPTION

2.1 The consultant shall perform hands on overhead sign inspection services, as described in this scope of work, and present inspection findings in the **(BrM-AASHTOWare Bridge Management)** format. The Department will provide software and access to the **BrM** network. The consultant is responsible on their own expense for procuring training in **BrM** for its employees. The Sign structures and HMLP's to be inspected are located on CFX ~~State~~ maintained roadways within the limits of CFX's Expressway System. ~~District 5~~. The frequency of inspections shall comply with Florida Statutes and the Manual for Bridge Inspection and Other Structures Inspection and Reporting Procedures. All overhead sign structures will be inspected every two years and with the approval of the Department, more often when conditions dictate. All HMLP's will be inspected every five years and all WSHMLP's will be inspected every two years, with the approval of the Department, more often when conditions dictate.

2.2.1 Six hundred eighty (680) ~~Six hundred eighty six (686)~~ Sign Structures and HMLP's will require routine inspections during the initial 2-year term of this Contract. It is estimated that **twenty-five (25)** ~~two hundred fifty (**250**)~~ Initial/Post Construction Sign/HMLP inspections will be performed and will require issuance of overhead Sign/HMLP numbers, since prior inspection of these newly constructed or newly inventoried Signs/HMLP's have not been performed. An overhead Sign Structure and HMLP file will be established in the format designated in the Manual for Bridge Inspection and Other Structures Inspection and Reporting Procedures. Sign and Pavement Plans will be sent to the Consultant. The structure numbers will be assigned to the project and all signs numbers will be displayed on the plans and the plans imported into EDMS for review by the Project Manager at the time of the inspection report submittal. Any

Sign Structure or HMLP's that are identified as being removed or relocated in the plans will be updated at this time in the BrM inventory. On Initial/Post construction inspections a punch list will be generated with a listing of all deficiencies and forwarded for closeout of the construction project to the project manager.

2.2.2 **Ten (10)** ~~Twenty five (25)~~ interim Sign Structures or HMLP's inspections will be expected for Sign Structure or HMLP's with: low condition and/or appraisal ratings; after substantial repair by the Department; or in the event of accidental damage to the structure. Overhead Sign Structure or HMLP's with an overall Structural Numerical BrM Condition State Rating of 4 or greater will require an interim inspection.

4.2 INSPECTION REPORTS

4.2.1 The consultant must develop, publish, and submit one (1) signed and sealed Sign or HMLP report to the FDOT and CFX. Each report will be generated in **BRM** ~~and stored in EDMS~~ and contain all documentation specified by this agreement.

4.2.2 Each report must be submitted to the Department for review no later than forty-five (45) calendar days after completion of the field inspection. The Department will submit comments via email within seven (7) calendar days on the reports that do not conform to the specifications of this contract agreement or have errors. The final report will be a signed and sealed hard copy and must be received by the Department within sixty (60) days after completion of the field inspection. The Consultant shall furnish the Department and CFX with an original of each report. A hard copy of the photo inventory, and any other inspection documents will be submitted with the report. After final acceptance all inspection documents and photo inventory will be submitted into BRM ~~EDMS~~ and published, then payment will be rendered.

9.0 LIST OF SIGN STRUCTURES ~~(SEE PAGES 19-36)~~

See CFX EXHIBIT "1"

CFX'S STANDARD TERMS AND CONDITIONS

3. COMPENSATION FOR SERVICES. Compensation shall be in accordance with the pricing sheet included in the CONSULTANT's contract with the FDOT. The Contract amount shall not exceed **$950,000.00** during the term of the Contract unless amended by mutual agreement of the parties.

4. CONSULTANT INSURANCE. CONSULTANT shall carry and keep in force during the period of this Contract, the required amount of coverage as stated in the FDOT Contract. 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.

5. INDEMNITY. 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 CONSULTANT and other persons employed or utilized by CONSULTANT in the performance of the contract.

Further, CONSULTANT shall indemnify, defend and hold harmless CFX, and its respective officers and employees, from actual suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONSULTANT, its subcontractors, officers, agents or employees, or due to any negligent or intentional act or occurrence of omission or commission of the CONSULTANT, 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:

5.1 violation of same by CONSULTANT, its subcontractors, officers, agents or employees,

5.2 CFX's use or possession of the CONSULTANT Property or CONSULTANT Intellectual Property (as defined herein below),

5.3 CFX's full exercise of its rights under any license conveyed to it by CONSULTANT,

5.4 CONSULTANT's violation of the confidentiality and security requirements associated with CFX Property and CFX Intellectual Property (as defined herein below),

5.5 CONSULTANT's failure to include terms in its subcontracts as required by this Contract,

5.6 CONSULTANT's failure to ensure compliance with the requirements of the Contract by its employees, agents, officers, or subcontractors, or

5.7 CONSULTANT's breach of any of the warranties or representations contained in this Contract.

CONSULTANT will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of CFX or any of its officers, agents or employees. The parties agree that 1% of the total compensation to the CONSULTANT for performance of each task authorized under the Contract is the specific consideration from CFX to CONSULTANT for CONSULTANT's indemnity and the parties further agree that the 1% is included in the amount negotiated for each authorized task. 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. 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.

7. PERMITS, LICENSES, ETC. Throughout the term of the Contract, the CONSULTANT shall procure and maintain, at its sole expense, all permits and licenses that may be required in connection with the performance of Services by CONSULTANT; shall pay all charges, fees, royalties, and taxes; and shall give all notices necessary and incidental to the due and lawful prosecution of the Services. Copies of required permits and licenses shall be furnished to CFX upon request.

8. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

CONSULTANT acknowledges that CFX officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with CFX in accordance with CFX's Code of Ethics. CONSULTANT acknowledges that it has read the CFX's Code of Ethics and, to the extent applicable, CONSULTANT will comply with the aforesaid CFX's Code of Ethics in connection with performance of the Contract.

As required by Section 348.753, Florida Statutes, and CFX's Code of Ethics, CONSULTANT agrees to complete CFX's Potential Conflict Disclosure Form prior to the execution of the Contract, upon the occurrence of an event that requires disclosure, and annually, not later than July 1st. The Potential Conflict Disclosure Form is attached as **Exhibit "5"**.

In the performance of the Contract, CONSULTANT shall comply with all applicable local, state, and federal laws and regulations and obtain all permits necessary to provide the Contract services.

CONSULTANT covenants and agrees that it and its employees, officers, agents, and 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.

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.

9. SUBLETTING AND ASSIGNMENT. CONSULTANT shall not sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the CONSULTANT's right, title, or interest therein without the written consent of CFX, which shall not be unreasonably withheld, denied or conditioned. 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.

10. GOVERNING 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 obligations in this Section shall survive the expiration or termination of this Contract and continue in full force and effect as set forth above.

11. RELATIONSHIPS. CONSULTANT acknowledges that no employment relationship exists between CFX and CONSULTANT or CONSULTANT's employees. CONSULTANT shall be responsible for all direction and control of its employees and payment of all wages and salaries and other amounts due its employees. CONSULTANT shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax and income tax withholding, unemployment compensation, workers compensation, and employment benefits. 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.

12. 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:

12.1 Payment to CONSULTANT for satisfactory work performed or for termination expenses, if applicable; and

12.2 Any other term or terms of this Contract which by their nature or context necessarily survive the expiration or earlier termination of the Contract for their fulfillment.

13. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT. CONSULTANT shall initiate settlement of all outstanding liabilities and claims arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of CFX.

14. STANDARD OF CARE. The standard of care applicable to CONSULTANT's services is the degree of skill and diligence normally employed by engineers or providers of technical services performing the same or similar services.

15. WAIVER OF CONSEQUENTIAL DAMAGES. Under no circumstances shall either CFX or CONSULTANT be liable to the other for any consequential damages, including but not limited to loss of use or rental, loss of profit or cost of any financing, however caused, including either party's fault or negligence

16. FORCE MAJEURE. In no event shall either CFX or CONSULTANT have any claim or right against the other for any failure of performance where such failure of performance is caused by or is the result of causes beyond the reasonable control of the party due to any occurrence commonly known as a "force majeure," including, but not limited to: acts of God; fire, flood, or other natural catastrophe; acts of any governmental body; labor dispute or shortage; national emergency; insurrection; riot; or war.

17. INSPECTOR GENERAL. CONSULTANT understands and shall comply with subsection 20.055(5), Florida Statutes, and to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to this section. The undersigned further agrees that any subconsultants and subcontractors to the undersigned participating in the performance of this Contract shall also be bound contractually to this and all applicable Florida statutory requirements.

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties on the date first written above. This Contract was approved by CFX's Board of Directors at its meeting on May 12, 2022.

AYRES ASSOCIATES INC

By: _____

Print Name: Subrata Bandy

VP - Southeast Operations
Title

Notary Public State of Florida
Jeanette Beital
My Commission GG 351303
Expires 10/28/2023

Attest: _____ (Seal)

Date: 06/07/2022

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Date: 2022.06.20 13:21:47 -04'00'

Director of Procurement

Approved as to form and execution, only.

Laura Newlin Kelly Digitally signed by Laura Newlin Kelly Date: 2022.06.20 12:41:03 -04'00'

General Counsel for CFX

EXHIBITS:

Exhibit "1": CFX's List of Sign Structures

Exhibit "2" (also referred to as CFX Exhibit "B"): Method of Compensation

Exhibit "3": FDOT Contract No. C-9V13

Exhibit "4": CFX's Social Media Acknowledgement Policy

Exhibit "5": CFX's Potential Conflict Disclosure Form

CONSENT AGENDA ITEM
#27

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement

DATE: April 23, 2025

SUBJECT: Approval of First Contract Renewal with Traffic Engineering and Management, LLC d/b/a Control Specialists for Traffic Signal Maintenance Services
Contract No. 001916

Board approval of the first renewal for the above referenced contract with Traffic Engineering and Management, LLC d/b/a Control Specialists in the amount of $300,000.00 for one year beginning on August 1, 2025 and ending July 31, 2026 is requested. The original contract was for three years with two one-year renewals.

The work to be performed includes traffic signal inspections, repair and maintenance services.

Original Contract	$ 750,000.00
Amendment No. 1	$ 0.00
Supplemental Agreement No. 1	$ 180,000.00
First Renewal	$ 300,000.00
Total	$1,230,000.00

This contract is included in the OM&A Budget.

Reviewed by:

Don Budnovich, PE
Director of Maintenance

Glenn Pressimone, PE
Chief of Infrastructure

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT NO. 001916, RENEWAL NO. 1

THIS RENEWAL AGREEMENT (**"Renewal"**) is made and entered into between **Central Florida Expressway Authority** (**"CFX"**) and **Traffic Engineering and Management, LLC d/b/a Control Specialists** (**"Contractor"**), for good and valuable consideration, the sufficiency of which is hereby mutually acknowledged. CFX and Contractor may referenced individually as a **"Party"** or collectively as the **"Parties"**

A. Renewal of Agreement. The Parties hereto agree as follows:

(1) The agreement between the Parties identified as **Contract No. 001916**, inclusive of any existing prior amendments, supplemental agreements, renewals, and/or extensions thereto (collectively, the **"Agreement"**) is hereby renewed by extension of the Agreement's term, with such **"Renewal Term"** beginning on **08/01/2025** and expiring on **07/31/2026**. There is **1** renewal option left on this Agreement.

(2) This Renewal shall extend the applicability of the Agreement's "Not to Exceed" Contract Amount of **$930,000.00** to include the Renewal Term; however, additional funding for the Renewal Term, if any, shall be limited to the amount provided in **Paragraph B: Additional Compensation** below.

B. Additional Compensation. The Parties hereto agree to amend the Agreement's "Not to Exceed" Contract Amount as follows:
(select one)

☐ No amendment (**$0.00** increase).

☒ An increase of **$300,000.00**, thereby amending the "Not to Exceed" Contract Amount for the Agreement, inclusive of the Renewal Term, to: **$1,230,000.00**.

C. Human Trafficking. In accordance with Section 787.06(13), Florida Statutes, when a contract is executed, renewed, or extended between a private entity and CFX, such private entity must provide an affidavit signed by an officer or a representative to CFX under penalty of perjury attesting the private entity does not use coercion for labor or services, as defined in Section 787.06(2)(a), Florida Statutes. Such affidavit is hereto attached as **CFX-220: Human Trafficking Affidavit**.

D. Counterpart and Electronic Signatures. This Renewal 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.

E. Binding Effect. To the extent not amended by this Renewal, the Parties hereby reaffirm all terms and conditions in the Agreement, which are hereby incorporated into this Renewal and shall remain in full force and effect. To the extent there is a conflict between the terms of this Renewal and the Agreement, the terms and conditions of this Renewal shall prevail. This Renewal and the Agreement shall together represent the full agreement between the Parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, effective as of the latter execution date below, the Parties have made and executed this Renewal: CFX, signing by and through its Director of Procurement, authorized to execute the same, and Contractor signing through its undersigned signatory, duly authorized to execute same.

TRAFFIC ENGINEERING AND MANAGEMENT, LLC D/B/A CONTROL SPECIALISTS

By: _____

Print Name: _____

Title: _____

Date: _____

ATTEST: _____ (SEAL)
Secretary or Notary

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____

Print Name: Aneth Williams

Title: Director of Procurement

Date: _____

Reviewed and approved as to form for the exclusive reliance of CFX on: 05/22/2025

By: _____
Cristina T. Berrios
CFX Deputy General Counsel

Contract No. 001916

SUPPLEMENTAL AGREEMENT NO.1

TO

AGREEMENT FOR TRAFFIC SIGNAL MAINTENANCE SERVICES

THIS SUPPLEMENTAL AGREEMENT NO. 1 TO AGREEMENT FOR TRAFFIC SIGNAL MAINTENANCE SERVICES ("Supplemental Agreement") is made and entered into this 10th day of August 2023, by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called "CFX", and TRAFFIC ENGINEERING AND MANAGEMENT, LLC b/b/ CONTROL SPECIALISTS a Florida corporation, hereinafter called the "CONTRACTOR".

WHEREAS, CFX and CONTRACTOR entered into that certain Agreement for traffic signal maintenance services between CFX and the CONTRACTOR, dated May 12, 2022 as amended or supplemented by that certain Amendment Agreement No. 1 between CFX and CONTRACTOR dated September 13, 2022 (collectively, "Agreement"); and

WHERAS, Article 2.0 of Exhibit "B" 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 CONTRACTOR shall be subject to adjustment as shall be mutually agreed upon by CFX and the CONTRACTOR in this Supplemental Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Supplemental Agreement, CFX and the CONTRACTOR agree as follows:

1. CFX hereby authorizes the CONTRACTOR to proceed with additional services as outlined in the CONTRACTOR's July 17, 2023 quotes 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. Additional services of replacement of outdated traffic signal control equipment at the following locations: SR 417 @ University Blvd. NB, SR 417 @ University Blvd, SB, SR 408 WB at Good Home Road – cabinet relocation and SR 417 SB @ International Drive at a cost of $173,489.05.
    b. Contingency Allowance is added in the amount of $6,510.95.
    c. The Total Contract Amount shall be increased by $180,000.00 to a total of $930,000.00.
3. All provisions of said Agreement, or any amendments or supplements thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and the Agreement, or any existing supplements or amendments thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be executed the day and year first above written.

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: _____
Aneth Williams, Director of Procurement

TRAFFIC ENGINEERING AND MANAGEMENT, LLC
d/b/a CONTROL SPECIALISTS

By: _____

Print Name: W. Bruce O'Donoghue

Title: CEO

Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this 11 day of October, 2023 for its exclusive use and reliance.

By: _____
Jo O. Thacker, Interim General Counsel

FIRST AMENDMENT
TO
CONTRACT NO. 001916

This First Amendment is made and entered this 13th day of September 2022, by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called "CFX", and TRAFFIC ENGINEERING AND MANAGEMENT, LLC d/b/a CONTROL SPECIALISTS., a Florida Limited Liability Company, registered and authorized to conduct business in the State of Florida, whose address is 707 Nicolet Avenue, Suite 100A, Winter Park, Florida 32789, hereinafter referred to as "CONTRACTOR."

WITNESSETH:

WHEREAS, on May 12, 2022, CFX and CONTRACTOR entered into an agreement, designated as CFX Contract No. 001916, hereinafter "the Agreement";

WHEREAS, CFX and CONTRACTOR seek to **amend** Exhibit "B" - Method of Compensation of the Agreement by **adding** an additional traffic signal maintenance cost schedule for materials to be used when invoicing for authorized services described in the Scope of Services.

WHEREAS, it is in the mutual best interests of CFX and CONTRACTOR to amend Exhibit "B" – Method of Compensation , of this Agreement with no additional increase to contract amount.

NOW, THEREFORE, the parties agree to amend the Agreement by adding an additional traffic signal maintenance cost schedule for materials to be used when invoicing for authorized services described in the Scope of Services, as follows:

1. EXHIBIT "B" – METHOD OF COMPENSATION

MATERIALS

LED BULBS	
A. 12" Green LED (T03LEDG)	$60.00
B. 12" Yellow LED (T03LEDY)	$59.00
C. 12" Red LED (T03LEDR)	$56.00
D. 12" Green LED Arrow (T03LEDGA)	$60.00
E. 12" Yellow LED Arrow (T03LEDYA)	$59.00
F. 12" Red LED Arrow (T03LEDRA)	$56.00

12" LED Countdown Standard 1 Way	(T03PEDSIGC16)	$260.00

Conflict Monitor Repair	$221.00
ADA Ped Pushbutton (T01PEDBUTTC16)FDOT 139020201109	$74.00
Cabinet Door Filter 14X20X1 (T02FILTER)	$4.58
Cabinet Door Filter 14X20X1 (T02FILTER12)	$6.12
Load Switch T02LOAD1 (FDOT 1620221401)	$35.42
Flashers T02FLASHER (FDOT 1631221401)	$35.42
Fan 110-120 VAC 5" w/Roller Bearing T01FAN	$24.00
Other Materials As Needed Cost plus $15%	

2. CONTRACTOR will continue to perform all of its duties, responsibilities, and obligations under the Agreement.

3. Except as expressly amended hereby, all the remaining provisions of the Agreement shall remain in full force and effect.

**This space is left intentionally blank **

IN WITNESS WHEREOF, the parties evidence their agreement through the execution of this First Amendment by their duly authorized signatures.

TRAFFIC ENGINEERING AND MANAGEMENT, LLC
d/b/a CONTROL SPECIALISTS

By: _____

Print Name: W. Bruce O'Donoghue

Title: CEO

Date: September 13th, 2022

ATTEST: _____ (Seal)

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Date: 2022.09.14 13:17:34 -04'00'
Director of Procurement

Print Name: Aneth Williams

Date: _____

Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this ___ day of _____, 2022 for its exclusive use and reliance.

By: Laura Newlin Kelly Digitally signed by Laura Newlin Kelly Date: 2022.09.14 12:23:49 -04'00'
Diego "Woody" Rodriguez
General Counsel

CONTRACT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

AND

TRAFFIC ENGINEERING AND MANAGEMENT, LLC d/b/a CONTROL SPECIALISTS

CONTRACT NO. 001916
CONTRACT DATE: MAY 12, 2022

CONTRACT AMOUNT: $750,000.00

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AGREEMENT
CONTRACT NO. 001916

This Agreement is made this 12th day of May 2022, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called "CFX" or "Owner," and TRAFFIC ENGINEERING AND MANAGEMENT, LLC, d/b/a CONTROL SPECIALISTS, a Florida Limited Liability Company, registered and authorized to conduct business in the State of Florida, whose address is 707 Nicolet Avenue, Suite 100A, Winter Park, Florida 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 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 traffic signal maintenance services; and

WHEREAS, CFX has determined to its satisfaction that, although there are other companies who can provide the required services, the CONTRACTOR has been selected as the best company to provide traffic signal maintenance services at the level of quality required to meet CFX standards and time commitments; 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 performing traffic signal maintenance services and related tasks as detailed in the Contract Documents and any amendments, supplements, or modifications thereto.

CFX does not guarantee that all of the services described in the Scope of Services will be assigned during the term of the Contract. Further, the CONTRACTOR is providing these services on a non-exclusive basis. CFX, at its option, may elect to have any of the services set forth herein performed by other CONTRACTORs or CFX staff.

The Contract Documents, in order of precedence, consist of:

1.1 The Contract, including insurance policies,
1.2 The Scope of Services,
1.3 The Method of "Compensation, and,
1.4 The Fee Proposal submitted by CONTRACTOR,

(collectively, the "Contract")

2. TERM AND NOTICE

The term of the Contract shall be for an initial term of three (3) years from the date indicated in the Notice to Proceed from CFX. It is mutually agreed between both parties that this Agreement may be renewed at the expiration of the initial term for two one-year renewal periods from the anniversary date of the expiration of the original term, upon the same terms and conditions specified herein.

It is mutually agreed between both parties that this Agreement may be renewed at the expiration of the initial term for two one-year renewal periods from the anniversary date of the expiration of the original term, upon the same terms and conditions specified herein. The rates described in the Cost Schedule attached as Exhibit "B," or any subset thereof, are subject to increase, not to exceed five percent (5%) in a given year, provided that Owner deems such rate increase reasonable in light of increased costs to CONTRACTOR and assents in writing.

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

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 Contract Term is $750,000.00

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 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 "B."**

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. CONTRACTOR INSURANCE

CONTRACTOR shall carry and keep in force during the period of this Contract, without cost or expense to CFX, the required amount of coverage as stated below. CFX shall be names as additional insured under any and all public liability policies. 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:

7.1 **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.

7.2 **Workers' Compensation Insurance** Coverage, including all coverage required under the laws of the state of Florida (as amended from time to time hereafter);

7.3 **Unemployment Insurance** Coverage in amounts and forms required by Florida law, as it may be amended from time to time hereafter;

7.4 **Business Automobile Liability.** (for bodily injury, death and property damage) having a minimum coverage of One Million Dollars (41,000,000.00) for each accident;

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.

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. CONTRACTOR RESPONSIBILITY

CONTRACTOR shall comply with, and shall cause its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible to comply with, applicable laws, ordinances, rules, regulations, orders of public authorities, sound business practices, including without limitation:

(i) those relating to the safety of persons and property and their protection from damage, injury or loss; and

(ii) all workplace laws, regulations, and posting requirements; and

(iii) all professional laws, rules, regulations, and requirements; and

(iv) implementation of a drug-free workplace policy at least of a standard comparable to, and in compliance with, CFX'S Drug-Free Workplace Policy; and

(iv) compliance with the public records laws of Chapter 119, Florida Statutes.

9. INDEMNITY

CONTRACTOR shall indemnify and hold harmless CFX, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONTRACTOR and other persons employed or utilized by CONTRACTOR in the performance of the contract.

Further, CONTRACTOR shall indemnify, defend and hold harmless CFX, and its respective officers and employees, from actual suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONTRACTOR, its subcontractors, officers, agents or employees, or due to any negligent or intentional act or occurrence of omission or commission of the CONTRACTOR, its subcontractors, officers, agents

or employees, including without limitation any misappropriation or violation of third party copyright, trademark, patent, trade secret, publicity, or other intellectual property rights or other third party rights of any kind, by or arising out of any one or more of the following:

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. PRESS RELEASES

CONTRACTOR shall make no statements, press releases or publicity releases concerning the Contract or its subject matter, or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished under the Contract, or any particulars thereof, including without limitation CFX Property and CFX Intellectual Property, without first notifying CFX and securing its consent in writing.

11. 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. NONDISCRIMINATION

CONTRACTOR, its employees, officers, agents, and subcontractors shall not discriminate on the grounds of race, color, religion, sex, national origin, or other protected class, in the performance of work or selection of personnel under this Contract.

13. NOTIFICATION OF CONVICTION OF CRIMES

CONTRACTOR shall notify CFX if any of CONTRACTOR's 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.

14. COMPLIANCE WITH LAWS; EQUAL OPPORTUNITY EMPLOYMENT

CONTRACTOR shall conform and comply with and take reasonable precaution to ensure that every one of their directors, officers and employees abides by and complies with all applicable laws of the United States and the State of Florida, and all local laws and ordinances. Furthermore, CONTRACTOR agrees to and shall comply with all federal, state and local laws and ordinances prohibiting discrimination with regard to race, color, national origin, ancestry, creed, religion, age, sex, marital status or the presence of any sensory, mental or physical handicap or other disability, and will take affirmative steps to insure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability or national origin. This provision shall include, but not be limited to, the following: employment; promotion; demotion; transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

15. SUBLETTING AND ASSIGNMENT

CONTRACTOR shall not sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the CONTRACTOR's right, title, or interest therein without the written consent of CFX, which may be withheld in CFX'S sole and absolute discretion. Any attempt by CONTRACTOR to dispose of this Contract as described above, in part or in whole, without CFX'S written consent shall be null and void and shall, at CFX's option, constitute a default under the Contract.

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.

16. 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, provided, however, that CONTRACTOR retains a right to initiate a proceeding for adjudication or enforcement. Adjustments of compensation and Contract time, because of any major changes in the work that may become necessary or desirable as the work progresses shall be left to the absolute discretion of the Executive Director (and CFX Board if amendments are required) and supplemental agreement(s) of such nature as required may be entered into by the parties in accordance herewith.

17. 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.

18. 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.

19. 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 CONTRACTOR 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 CONTRACTOR under a contract with any public entity; and may not transact business with any public entity."

20. APPLICABLE LAW; VENUE

This Contract shall be governed by and construed in accordance with the laws of Florida. Venue of any legal or administrative proceedings arising out of this Contract shall be exclusively in Orange County, Florida.

In consideration of the foregoing premises, CFX agrees to pay CONTRACTOR for work properly performed and materials furnished at the prices submitted with the Proposal.

21. 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.

22. 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.

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. 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.

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.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties on the date below. This Contract was awarded by CFX's Board of Directors at its meeting on May 12, 2022.

TRAFFIC ENGINEERING AND MANAGEMENT, LLC
d/b/a CONTROL SPECIALISTS

By: _____

W. Bruce O'Donoghue CEO
Print Name and Title

Attest: _____ (Seal)

Date: May 25, 2022

ADELE L. WALKER
Commission # GG 916397
Expires September 24, 2023
Bonded Thru Troy Fain Insurance 800-385-7019

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Date: 2022.07.01 13:19:57 -04'00'

Aneth Williams, Director of Procurement

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: 2022.07.01 13:08:09 -04'00'

Diego "Woody" Rodriguez, General Counsel

SCOPE OF SERVICES

The CONTRACTOR shall be available on the request of CFX to provide emergency repair, planned maintenance, new installations of traffic lights, caution lights, school flashers and roadway safety lighting. Please refer to **Exhibit "A": Traffic Signal Intersections Maintained and Operated for** CFX **(attached)**.

1. EXECUTION OF WORK. The CONTRACTOR shall execute the work under this Agreement in the following manner:

    a. The CONTRACTOR certifies that it is a full-time specialized contractor in the State of Florida and is pre-qualified by the Florida Department of Transportation to perform said work and has the capability and expertise to install and maintain traffic signals for CFX.

    b. The CONTRACTOR shall provide emergency repair, planned maintenance, new installations of traffic lights, caution lights, school flashers and roadway safety lighting as requested and directed by CFX' s Director of Maintenance, hereinafter referred to as Director.

    c. The CONTRACTOR shall provide qualified employees of the CONTRACTOR who shall be available at all times, day and night, for on-site consultation with the Director regarding traffic signal Issues. The CONTRACTOR shall furnish the name and telephone number of such representatives to the Director upon execution of this Agreement.

    d. The CONTRACTOR shall at all times maintain emergency response vehicles which will be utilized to respond to emergency maintenance calls during the term of this Agreement. This emergency vehicle will have rotating beacons on front and center or rear or comparable flashing lights or bars.

    e. The CONTRACTOR, in performing any work under this Agreement, shall utilize protective signing, flashers, cones and flag persons in compliance with the "Manual on Traffic Controls and Safety Practices for Street and Highway Construction, Maintenance and Utility Operation", Sections 1 through 15, published by the Florida Department of Transportation.

    f. The CONTRACTOR shall be responsible for making all arrangements with public or private utility companies to ensure underground and overhead clearances and construction liaison when needed.

    g. The CONTRACTOR shall promptly notify the Director of Maintenance of the disablement of any piece of equipment of any system due to an accident, or other cause such as damaged cable, broken parts or other difficulties, when such piece of equipment cannot be readily repaired making it necessary to discontinue operation of all or part of the installation.

h. The CONTRACTOR shall promptly report to the Director of Maintenance any unauthorized construction or repair work by others on the CFX's equipment being maintained under this Agreement. The CONTRACTOR shall also report any construction or repair work in progress that may endanger or damage the equipment of the CFX's system.

i. The CONTRACTOR shall act in the best interest of the CFX in selection of material and equipment which has been authorized for purchase by the Director of Maintenance. In addition, the CONTRACTOR shall advise and assist the Director of Maintenance regarding the settlement of claims on defective materials and equipment used in traffic signal, school flasher and highway safety equipment when purchased by the CONTRACTOR.

CONSENT AGENDA ITEM #28

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement

DATE: May 16, 2025

SUBJECT: Approval of Supplemental Agreement No. 3 with Convergint Technologies LLC for Systemwide Electronic Security System Services
Contract No. 001969

Board approval of Supplemental Agreement No. 3 with Convergint Technologies LLC in the amount of $115,000.00 is requested. The original contract was for three years.

The work to be performed includes providing a security assessment of the CFX Headquarters, E-PASS Service Center, Backup Data Center and two Mainline Toll Plazas.

Original Contract	$450,000.00
Supplemental Agreement No. 1	$ 27,417.11
Supplemental Agreement No. 2	$ 95,978.12
Supplemental Agreement No. 3	$115,000.00
Total	$688,395.23

This contract is included in the OM&A Budget.

Reviewed by: _____
Don Budnovich, PE
Director of Maintenance

_____
Glenn Pressimone, P.E.

SUPPLEMENTAL AGREEMENT NO. 3

between

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

and

CONVERGINT TECHNOLOGIES LLC

regarding

CONTRACT NO. 001969

relating to the provision of

SYSTEMWIDE ELECTRONIC SECURITY SYSTEM SERVICES

THIS THIRD SUPPLEMENTAL AGREEMENT (**"Third 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 **CONVERGINT TECHNOLOGIES LLC** (**"CONSULTANT"**). CFX and CONSULTANT may herein be referred to individually as the **"Party"** or collectively as the **"Parties"**.

A. On December 8, 2022, CFX and CONSULTANT executed an Agreement for electronic security system services between, dated as amended or supplemented by Supplemental Agreements No. 1 dated June 8, 2023, and Supplemental Agreement No. 2 dated May 9, 2024 (collectively, **"Agreement"**).

B. CFX desires to amend the Agreement to add services to the Scope of Services.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Third Supplement, CFX and the CONSULTANT 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. **Amendments**

(a) **Exhibit "A"**, Scope of Services of the Agreement, is hereby amended to include the additional services as outlined in **Attachment "A"** hereto.

(b) **Exhibit "B"**, Method of Compensation of the Agreement, is hereby amended to increase the Total Contract Amount by **$115,000.00** to **$688,395.23**, with such increase including: **(1)** a contingency amount of **$19,874.05**; and **(2)** the utilization of Vector Consulting as a subconsultant to provide full site assessment of current best practices, processes and systems to improve overall site security in the amount of **$84,522.40**.

3. **Effect on Agreement.** 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 Third Supplement and the

Agreement, or any existing supplements or amendments thereto, the provisions of this Third Supplement, to the extent such provision is reasonable, shall take precedence.

4. **Counterpart and Electronic Signatures.** This Third Supplement 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, by all of which taken together shall constitute one and the same agreement.

5. **Entire Agreement.** This Third Supplement and any documents incorporated, referenced, or attached hereto, contains the entire understanding of the Parties with respect to the subject matter hereto, and supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and/or warranties, whether oral or written, of either of the Parties.

6. **Effective Date.** This Third Supplement shall be effective as of the latest day of execution.

IN WITNESS WHEREOF, the Parties have made and executed this Third Supplement; CFX, signing by and through its Director of Procurement, authorized to execute same by Board action on June 12, 2025, and CONSULTANT, signing through its undersigned signatory, duly authorized to execute same.

CONVERGINT TECHNOLOGIES LLC

By: _____

Print Name: _____

Title: _____

Date: _____

ATTEST: _____ (SEAL)
Secretary or Notary

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____

Print Name: Aneth Williams

Title: Director of Procurement

Date: _____

Reviewed and approved as to form for the exclusive reliance of CFX on: 05/27/2025

By: _____
Cristina T. Berrios
CFX Deputy General Counsel

SUPPLEMENTAL AGREEMENT NO. 2

TO

AGREEMENT FOR

SYSTEMWIDE ELECTRONIC SECURITY SYSTEM SERVICES

CONTRACT NO. 001969

THIS SUPPLEMENTAL AGREEMENT NO. 2 TO AGREEMENT for Systemwide Electronic Security System Services ("Supplemental Agreement") is made and entered into this 9th day of May, 2024, by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called "CFX", and CONVERGINT TECHNOLOGIES LLC , a Florida limited liability company, hereinafter called the "CONSULTANT".

WHEREAS, CFX and CONSULTANT entered into that certain Agreement for electronic security system services between CFX and the CONSULTANT, dated December 8, 2022 as amended or supplemented by that certain Supplemental Agreement No. 1 between CFX and CONSULTANT dated June 8, 2023 (collectively, "Agreement"); and

WHERAS, CFX desires to expand the Scope of Work to have the CONSULTANT provide and install access control/CCTV at CFX's East District Facility as outlined in the attached Exhibit "A", the compensation to be paid to the CONSULTANT shall be subject to adjustment

and shall be mutually agreed upon by CFX and the CONSULTANT in this Supplemental Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Supplemental Agreement, CFX and the CONSULTANT agree as follows:

1. CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant's April 9, 2024 letter to CFX, which is attached hereto as Exhibit "A" and incorporated herein by reference. Exhibit "A" of the Agreement and the Scope of Services, as defined in the Agreement, shall be amended to include the Additional Services.
2. Exhibit "B" of the Agreement is hereby amended as follows:
    a. The Total Contract Amount is adjusted upwards by $95,978.12 to $573,449.23.
3. All provisions of said Agreement, or any amendments or supplements thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and the Agreement, or any existing supplements or amendments thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be executed the day and year first above written.

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
Authorized to executy by Board action on May 9, 2024

By: _____
Aneth Williams, Director of Procurement
6/19/2024
Date

CONVERGINT TECHNOLOGIES LLC

By: Chris Wise Digitally signed by Chris Wise DN: C=US, E=chris.wise@convergint.com, O=Convergint Technologies, CN=Chris Wise Reason: I am approving this document Date: 2024.05.20 12:28:05 -04'00' _____
Print Name: _____
Title: _____

Approved as to form and execution for CFX's exclusive use and reliance.

By: Angela J. Wallace Digitally signed by Angela J. Wallace Date: 2024.06.18 16:56:10 -04'00' _____
Angela J. Wallace
General Counsel

June 18, 2024
Date

Contract No. 001969

convergint

41 skyline drive, Orlando,Florida 32822
Phone 4075956047 Mobile 4075956047
ali.santiago@convergint.com

April 9, 2024

CFX - Central Florida Expressway
CFX - East District Facility
7015 McCoy Rd Orlando, Florida 32822
Attention: Don Budnovich

Quotation: AS00602918P
RFP#:
License/Cert 30
0.00%
0.00%

Reference: CFX - East District Facility Access-CCTV
OMNIA Partners Catalog R220702

On behalf of Convergint's global network of colleagues, I would like to personally thank you for providing Convergint with the opportunity to present this proposal addressing your electronic security needs. We are confident that this proven solution is both comprehensive and customized to meet your needs today, and in the future.

Convergint's reputation for service excellence is backed by a foundational commitment to our core value of service, and we have been recognized as the #1 Systems Integrator by SDM Magazine. This recognition reflects the strong relationships Convergint has developed with the industry's top technology manufacturers, and our history of success with providing exceptional service to our customers.

Our guiding principle has always been to be our customers' best service provider. Our dedicated and certified team of professionals strives to uphold our customer-focused, service-based mission to make a daily difference for our customers. After achieving a successful on-time and on-budget project installation, Convergint will provide you with the industry's best ongoing service, including our 24/7 customer portal iCare, designed to track service work orders, project progress, and provide you with detailed metric reporting for continuous improvement.

The following security proposal is specifically designed to meet your needs. As your single point of contact, please feel free to contact me with any additional questions you may have. Thank you again for trusting Convergint as your partner.

convergint

Central Florida Expressway Authority East District Facility Renovation Access Control/CCTV Proposal Project #599-416C

ACCESS Control

- Convergint will provide and install Lenel access control system for the New East District Facility Central Florida Expressway Authority.
- Convergint will provide and install (10) card readers, (16) Door contacts.
- Convergint will provide and install (1) 16 door Lifesafety power supplies, 1 LNL-x2220 controller and (4) LNL-1320S3 reader boards.
- Convergint will provide and install the required composite wiring for the access control doors.
- Converging will work with the lock hardware contractor to interface with the electrified locking hardware and request to exits.

Video

- Convergint will provide and install 5 AXIS P3738-PLE Multi-Sensor cameras for a total of 20 streams.
- Convergint will provide and install the required mounting hardware for the cameras.
- Convergint will provide and install Surge suppression for all the cameras.
- Convergint will provide and install the cat 6 from the camera to the provided network switches.
- Convergint will provide the required Genetec camera licensing.

- **By others**
  - All 120 terminations by others.
  - All conduit and penetrations by others.
  - All locking hardware and request to exits by others.
  - All fire stopping by others.
  - All network drops and patch cables by others.
  - All Ip addresses and network infrastructure by others.
  - All fire alarm interfacing and relays by others.
  - All plywood mounting surfaces by others.
  - All servers and workstations by others.
  - All access control licensing by others.
  - All recording servers and client workstations by others.
  - All grounding by others.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Systemwide Electronic Security System Services
Contract No. 001969
Supplemental Agreement No. 1

This Supplemental Agreement No. 1 entered into this 8th day of June 2023, by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and CONVERGINT TECHNOLOGIES LLC (the "Consultant"), the same being supplementary to the Contract between the aforesaid, dated December 8, 2022 to provide systemwide electronic security system services, in Orange County, Florida.

1. CFX wishes to expand the Scope of Work to have the Consultant provide and install access control for the second floor at CFX Headquarters for an increase in the Contract amount of $27,471.11, as detailed in the attached Exhibit B, with no increase in Contract time.

2. 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; that acceptance of this Supplemental Agreement No. 1 signifies the Contractor's complete and total claim for the terms and conditions of the same and that the Contractor waives all future right for additional compensation which is not already defined herein.

SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Systemwide Electronic Security System Services

Contract No.: 001969

Amount of Changes to this document: $27,471.11

This Supplemental Agreement No. 1 entered into as of the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Date: 2023.07.14 10:45:17 -04'00'

Aneth Williams, Director of Procurement

CONVERGINT TECHNOLOGIES LLC

By: Andrew P Williams Digitally signed by Andrew P Williams DN: CN=US, E=andy.williams@convergint.com, O=Convergint, CN=Andrew P Williams Location: 41 Skyline Drive Suite 1025, Lake Mary FL. 32746 Reason: I am approving this document Contact Info: 407-664-5193 Date: 2023.06.30 20:21:05-04'00'

Signature

Print Name: Andrew P Williams

Title: GM

Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this ___ day of _____, 2023 for its exclusive use and reliance.

By: Laura Newlin Kelly Digitally signed by Laura Newlin Kelly Date: 2023.07.14 09:39:29 -04'00'

Diego "Woody" Rodriguez, General Counsel

convergint

41 skyline drive, Orlando,Florida 32822
Phone 4075956047 Mobile 4075956047
ali.santiago@convergint.com

April 12, 2023

CFX - Central Florida Expressway
Headquarters
4974 Orl Tower Rd Orlando, Florida 32807
Attention: Don Budnovich

Quotation: AS00551000P
RFP#:
License/Cert

Reference: CFX 2nd Floor Remodel
Omnia Catalog R220702

On behalf of Convergint's global network of colleagues, I would like to personally thank you for providing Convergint with the opportunity to present this proposal addressing your electronic security needs. We are confident that this proven solution is both comprehensive and customized to meet your needs today, and in the future.

Convergint's reputation for service excellence is backed by a foundational commitment to our core value of service, and we have been recognized as the #1 Systems Integrator by SDM Magazine. This recognition reflects the strong relationships Convergint has developed with the industry's top technology manufacturers, and our history of success with providing exceptional service to our customers.

Our guiding principle has always been to be our customers' best service provider. Our dedicated and certified team of professionals strives to uphold our customer-focused, service-based mission to make a daily difference for our customers. After achieving a successful on-time and on-budget project installation, Convergint will provide you with the industry's best ongoing service, including our 24/7 customer portal iCare, designed to track service work orders, project progress, and provide you with detailed metric reporting for continuous improvement.

The following security proposal is specifically designed to meet your needs. As your single point of contact, please feel free to contact me with any additional questions you may have. Thank you again for trusting Convergint as your partner.

AGREEMENT

CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY

AND

CONVERGINT TECHNOLOGIES LLC

SYSTEMWIDE ELECTRONIC SECURITY SYSTEM SERVICES

CONTRACT NO. 001969

CONTRACT DATE: DECEMBER 8, 2022
CONTRACT AMOUNT: $450,000.00

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
COOPERATIVE PURCHASE AGREEMENT
SYSTEMWIDE ELECTRONIC SECURITY SYSTEM SERVICES
CONTRACT NO. 001969

This Cooperative Purchase Agreement ("Contract") is made this 10th day of November 2022, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called CFX and CONVERGINT TECHNOLOGIES LLC, 6200 Lee Vista Blvd, Suite 700, Orlando, FL 32822, hereinafter the CONTRACTOR:

WITNESSETH:

WHEREAS, CFX was created by statute and is charged with acquiring, constructing, operating and maintaining a system of limited access roadways known as the Central Florida Expressway System; and,

WHEREAS, CFX has been granted the power under Section 348.754(2)(m) of Florida Statutes, "to do all acts and things necessary or convenient for the conduct of its business and the general welfare of the Central Florida Expressway Authority, in order to carry out the powers granted to it (by state law);" and,

WHEREAS, CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of a CONTRACTOR to provide systemwide electronic security system services; and,

WHEREAS, on or about April 1, 2022 the CONTRACTOR entered an agreement with Region 4 Education Service Center ("Region 4 ESC") under its Contract No. R2207-02 to provide substantially the same services as required by CFX, a copy of which is attached hereto as Exhibit 2 and incorporated herein by reference ("Region 4 ESC Contract"); and,

WHEREAS, a Request for Proposals seeking qualified contractors to perform such services for CFX was not required because the CONTRACTOR has an existing contract with Region 4 ESC for substantially the same services to be provided hereunder and CFX has decided to contract with CONTRACTOR for the performance of the services described herein under the same conditions previously negotiated by Region 4 ESC; and,

WHEREAS, the CONTRACTOR agrees to provide the services under the same terms, conditions and rates as included in the Region 4 ESC Contract and pricing proposal attached hereto as Exhibit 1 and incorporated herein by reference ("Pricing Proposal"),

NOW THEREFORE, in consideration of the mutual covenants and benefits set forth herein and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged by each party to the other, the parties hereto agree as follows:

1. RECITALS

The recitals are true and incorporated as terms. Any capitalized terms not specifically defined herein shall have the meaning ascribed to them in the REGION 4 ESC Contract.

2. ADOPTION OF TERMS IN THE REGION 4 ESC CONTRACT

The parties adopt all parts of the Region 4 ESC Contract by reference as though set forth fully herein, subject to the following substitutions or revisions.

2.1 The terms "Region 4 ESC ", in the Region 4 ESC Contract shall be replaced with the "Central Florida Expressway Authority" or "CFX".

2.2 The total amount of the Contract will be a not-to-exceed amount of $450,000.00 ("Contract Amount") for the initial term. The CONTRACTOR agrees to provide the services for the price set forth in the CONTRACTOR's Pricing Proposal. The Contractor shall be responsible for keeping track of the amount remaining in the Contract. CFX is under no obligation to pay the Contractor any sum that exceeds the Contract Amount.

Payment will be made to the Contractor not more than once monthly. The Contractor shall prepare and forward a digital copy (via e-mail) of each monthly invoice to Billing@CFXway.com. The invoice shall include the CFX contract number, and a breakdown of the work performed by the Contractor to verify the amount being requested for payment.

2.3 Section 32 – Certificates of Insurance, Central Florida Expressway Authority shall be the Additional Insured for the entire length of the Contract.

3. PUBLIC RECORDS RETENTION

Pursuant to Section 119.0701(2), Florida Statutes, Contractor acknowledges that CFX is a body politic and corporate, an agency of the State of Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes. To the extent that the Contractor is in the possession of documents fall within the definition of public records subject to the Public Records Act, which public records have not yet been delivered to CFX, Contractor agrees to comply with Section 119.0701, Florida Statutes, an excerpt of which is below.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 690-5000, Email: PublicRecords@CFXWay.com,

Central Florida Expressway Authority, 4974 ORL Tower Road, Orlando, Florida 32807.

119.0701(2) Contract requirements.

(b) . . . [t]he 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.

119.0701(3) Request for records; noncompliance.

(a) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

(b) If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

(c) A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.3.18.2 The obligations in Section

3.18.1 shall survive the expiration or termination of this Agreement and continue in full force and effect until all public records are transferred to CFX or the end of the longest applicable retention periods.

4. SERVICES TO BE PROVIDED

The CONTRACTOR shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all equipment, supplies, labor and incidentals necessary to perform this Contract in the manner and to the full extent as required by CFX

CFX shall have the right to terminate or suspend the Contract, in whole or in part, at any time with 15 days notice for convenience or 30 days with cure notice for cause for CONTRACTOR's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by CFX (with or without cause) constitute a default by CFX. In the event of a termination for convenience or without cause, CFX shall notify CONTRACTOR (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth hereinabove. CONTRACTOR will be paid for all work performed prior to termination and any reasonable, documented, direct, normal, and ordinary termination expenses. CONTRACTOR will not be paid for special, indirect, consequential, or undocumented termination expenses. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for cause.

If CONTRACTOR: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient personnel or with sufficient materials to assure the prompt performance of the work items covered by the Contract; (iv) fails to comply with the Contract, or (v) performs unsuitably or unsatisfactorily in the opinion of CFX reasonably exercised, or for any other cause whatsoever, fails to carry on the work in an acceptable manner, CFX will give notice in writing to the CONTRACTOR of such delay, neglect or default. If the Contract is declared in default, CFX may take over the work covered by the Contract.

If CONTRACTOR (within the curative period, if any, described in the notice of default) does not correct the default, CFX will have the right to remove the work from CONTRACTOR and to declare the Contract in default and terminated.

Upon declaration of default and termination of the Contract, CFX will have the right to appropriate or use any or all materials as CFX determines and may retain others for the completion of the work under the Contract or may use other methods which in the opinion of CFX are required for Contract completion. All costs and charges incurred by CFX because of, or related to, the CONTRACTOR's default (including the costs of completing Contract performance) shall be charged against the CONTRACTOR. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the CONTRACTOR shall pay CFX the amount of the excess. If, after the default notice curative period has expired, but prior to any action by CFX to complete the work under the Contract,

CONTRACTOR demonstrates an intent and ability to cure the default in accordance with CFX's requirements, CFX may, but is not obligated to, permit CONTRACTOR to resume work under the Contract. In such circumstances, any costs of CFX incurred by the delay (or from any reason attributable to the delay) will be deducted from any monies due or which may become due CONTRACTOR under the Contract. Any such costs incurred by CFX which exceed the remaining amount due on the Contract shall be reimbursed to CFX by CONTRACTOR. The financial obligations of this paragraph, as well as any other provision of the Contract which by its nature and context survives the expiration of earlier termination of the Contract, shall survive the expiration or earlier termination of the Contract.

CFX shall have no liability to CONTRACTOR for expenses or profits related to unfinished work on a Contract terminated for default.

CFX reserves the right to terminate or cancel this Contract in the event the CONTRACTOR shall be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. Such termination shall be deemed a termination for default.

5. COMPENSATION FOR SERVICES

Compensation shall be in accordance with the terms and conditions of the Pricing Proposal and Region 4 ESC Contract.

6. 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."

7. NOTIFICATION of CONVICTION of CRIMES

CONTRACTOR shall notify CFX if any of CONTRACTOR's dedicated management team or

other individuals assigned to CFX shall be convicted of any crime, whether state or federal, or felony or misdemeanor of any degree. Such notification shall be made no later than thirty (30) days after the conviction, regardless of whether such conviction is appealed. CFX reserves the right to require replacement of any individual for any reason with or without cause.

8. CONTRACTOR RESPONSIBILITY

CONTRACTOR shall take all reasonable precautions in the performance of the services and shall cause its employees, agents and subcontractors to do the same.

8.1 CONTRACTOR shall comply, and shall cause its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible, with applicable laws, ordinances, rules, regulations, orders of public authorities, sound business practices, including without limitation:

(i) those relating to the safety of persons and property and their protection from damage, injury or loss, and
(ii) all workplace laws, regulations, and posting requirements, and

8.2 CONTRACTOR shall be responsible for all damage and loss that may occur with respect to any and all property in any way involved in the provision of services by CONTRACTOR, whether such property is owned by CONTRACTOR, CFX, or any other person, to the extent such damage or loss shall have been caused or brought about by the acts or omissions of CONTRACTOR or its employees, agents, officers or subcontractors or any other persons for whom CONTRACTOR may be legally or contractually responsible.

8.3 CONTRACTOR shall ensure that all of its activities and the activities of its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible are undertaken in a manner that will minimize the effect on surrounding property and the public.

9. 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:

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. 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.

10. MEDIA RELEASES

CONTRACTOR shall make no statements, press releases or publicity releases concerning the Contract or its subject matter, or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished under the Contract, or any particulars thereof, including without limitation CFX Property and CFX Intellectual Property, without first notifying CFX and securing its consent in writing.

11. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS

CFX is and shall be and remain the sole owner of all rights, title, and interest in, to, and associated with all plans, documents, software in all forms, hardware, programs, procedures, specifications, drawings, brochures pamphlets, manuals, flyers, models, photographic or design images, negatives, videos and film, tapes, work product, information, data and other items (all whether in preliminary, draft, master, final, paper, electronic, or other form), along with the media on which they reside and with which they interface for function or aesthetics, that are

generated or developed with respect to and in connection with this Contract and the performance thereof (collectively, the "CFX Property"). CFX's ownership of CFX Property includes without limitation all common law, statutory and other rights, title, and interest in, to, and associated with trademark, service mark, copyright, patent, trade secret, and publicity (collectively, the "CFX Intellectual Property"). CONTRACTOR, its employees, agents, officers, and subcontractors acknowledge that E-PASS® is CFX's registered trademark name for CFX's electronic toll collection system and comprises a portion of CFX Intellectual Property.

CONTRACTOR, its employees, agents, officers, and subcontractors may not use CFX Property or CFX Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of CFX, which may be granted or denied in CFX's sole discretion. CONTRACTOR, its employees, agents, officers, and subcontractors' access to and/or use of CFX Property and CFX Intellectual Property is without any warranty or representation by CFX regarding same.

For all materials listed hereinabove that are not generated or developed under this Contract or performance hereof, but rather are brought in, provided, or installed by CONTRACTOR (collectively, the "CONTRACTOR Property"), and the intellectual property rights associated therewith (collectively, the "CONTRACTOR Intellectual Property"), CONTRACTOR (its employees, officers, agents, and subcontractors, which for purposes of this section shall collectively be referred to as "CONTRACTOR") warrants and represents the following:

11.1 CONTRACTOR was and is the sole owner of all right, title and interest in and to all CONTRACTOR Property and CONTRACTOR Intellectual Property; **OR**

11.2 CONTRACTOR has obtained, and was and is the sole holder of one or more freely assignable, transferable, non-exclusive licenses in and to the CONTRACTOR Property and CONTRACTOR Intellectual Property, as necessary to provide and install the CONTRACTOR Property and/or to assign or grant corresponding to CFX all licenses necessary for the full performance of this Contract; and that the CONTRACTOR is current and will remain current on all royalty payments due and payable under any license where CONTRACTOR is licensee; **AND**

11.3 CONTRACTOR has not conveyed, and will not convey, any assignment, security interest, exclusive license, or other right, title, or interest that would interfere in any way with CFX's use of the CONTRACTOR Property or any license granted to CFX for use of the CONTRACTOR Intellectual Property rights; **AND**

11.4 Subject to Chapter 119, Florida Statutes (Florida Public Records Act), CONTRACTOR shall maintain CFX Property and CFX Intellectual Property in strictest confidence and may not transfer, disclose, duplicate, or otherwise use CFX Property or CFX Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of CFX, which may be granted or denied in CFX's sole discretion. CONTRACTOR shall not publish, copyright, trademark, service mark, patent, or claim trade secret, publicity, or other rights of any kind in any of the Property. In ensuring the confidentiality and security of CFX Property and CFX Intellectual Property, CONTRACTOR

shall utilize the same standards of protection and confidentiality that CONTRACTOR uses to protect its own property and confidential information, but in no instance less than reasonable care plus the standards set forth anywhere in this Contract.

CONTRACTOR further warrants and represents that there is no pending, threatened, or anticipated Claims against CONTRACTOR, its employees, officers, agents, or subcontractors with respect to the CONTRACTOR Property or CONTRACTOR Intellectual Property.

The provisions of this Section shall survive the term of this Contract for the longer of:

11.5 The statute of limitations on any action arising out of either party's conduct relating to this section, whether such action may be brought by CFX, CONTRACTOR, or a third party; **or**

11.6 CFX's continued use (notwithstanding any temporary suspension of use) of any CONTRACTOR Property or CONTRACTOR Intellectual Property; **and**

11.7 Notwithstanding sections 11.5 and 11.6, the confidentiality and security provisions contained herein shall survive the term of this Contract for ten (10) years beyond 11.5 and 11.6.

12. PERMITS, LICENSES, ETC.

Throughout the term of the Contract, the CONTRACTOR shall procure and maintain, at its sole expense, all permits and licenses that may be required in connection with the performance of Services by CONTRACTOR; shall pay all charges, fees, royalties, and taxes; and shall give all notices necessary and incidental to the due and lawful prosecution of the Services. Copies of required permits and licenses shall be furnished to CFX upon request.

13. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

CONTRACTOR warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Contract, and that CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted.

CONTRACTOR acknowledges that CFX officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with CFX in accordance with CFX's Ethics Policy. To the extent applicable, CONTRACTOR will comply with the aforesaid Ethics Policy in connection with performance of the Contract.

In the performance of the Contract, CONTRACTOR shall comply with all applicable local, state, and federal laws and regulations and obtain all permits necessary to provide the Contract services.

CONTRACTOR covenants and agrees that it and its employees, officers, agents, and subcontractors shall be bound by the standards of conduct provided in Florida Statutes 112.313 as it relates to work performed under this Contract, which standards will be reference be made a part of this Contract as though set forth in full.

14. NONDISCRIMINATION

CONTRACTOR, its employees, officers, agents, and subcontractors shall not discriminate on the grounds of race, color, religion, sex, national origin, or other protected class, in the performance of work or selection of personnel under this Contract.

15. SUBLETTING AND ASSIGNMENT

CFX has selected CONTRACTOR to perform the services based upon characteristics and qualifications of CONTRACTOR and its employees. Therefore, CONTRACTOR shall not sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the CONTRACTOR's right, title, or interest therein without the written consent of CFX, which may be withheld in CFX's sole and absolute discretion. Any attempt by CONTRACTOR to dispose of this Contract as described above, in part or in whole, without CFX's written consent shall be null and void and shall, at CFX's option, constitute a default under the Contract.

If, during the term of the Contract, CONTRACTOR desires to subcontract any portion(s) of the work to a subcontractor that was not disclosed by the CONTRACTOR to CFX at the time that the Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subcontractor, equal or exceed twenty five thousand dollars ($25,000.00), the CONTRACTOR shall first submit a request to CFX Director of Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the Executive Director or her/his designee, no such subcontract shall be executed by the CONTRACTOR until it has been approved by CFX Board. In the event of a designated emergency, the CONTRACTOR may enter into such a subcontract with the prior written approval of the Executive Director or her/his designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by CFX Board at its next regularly scheduled meeting.

16. DISPUTES

All services shall be performed by the CONTRACTOR to the reasonable satisfaction of CFX Executive Director (or her/his delegate), who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Contract, the prosecution and fulfillment of the services described and the character, quality, amount and value thereof. The Executive Director's decision upon all claims, questions and disputes shall be final agency action. Adjustments of compensation and Contract time, because of any major changes in the work that may become necessary or desirable as the work progresses shall be left to the absolute

discretion of the Executive Director (and CFX Board if amendments are required) and supplemental agreement(s) of such nature as required may be entered into by the parties in accordance herewith.

17. PREVAILING PARTY ATTORNEY'S FEES

Subject to the limits and limitations set forth in Section 768.28, Florida Statutes, if any contested claim arises hereunder or relating to the Contract (or CONTRACTOR's work hereunder), and either party engages legal CONTRACTOR, the prevailing party in such dispute, as "prevailing party" is hereinafter defined, shall be entitled to recover reasonable attorneys' fees and costs as defined herein, from the non-prevailing party.

In order for CONTRACTOR to be the prevailing party, CONTRACTOR must receive an adjusted judgment or adjusted award equal to at least eighty percent (80%) of its contested claims filed with CFX, failing which CFX will be deemed the prevailing party for purposes of this Contract.

Should this section be judged void, unenforceable or illegal, in whole or in substantial part, by a court of competent jurisdiction, this section shall be void in its entirety and each party shall bear its own attorneys' fees and costs.

18. OTHER SEVERABILITY

If any section of this Contract be judged void, unenforceable or illegal, then the illegal provision shall be, if at all possible, interpreted or re-drafted into a valid, enforceable, legal provision as close to the parties' original intention, and the remaining portions of the Contract shall remain in full force and effect and shall be enforced and interpreted as closely as possible to the parties' intention for the whole of the Contract.

19. GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of Florida. Venue of any legal or administrative proceedings arising out of this Contract shall be exclusively in Orange County, Florida.

In consideration of the foregoing premises, CFX agrees to pay CONTRACTOR for work performed and materials furnished at the prices submitted with the Price Proposal.

20. RELATIONSHIPS

CONTRACTOR acknowledges that no employment relationship exists between CFX and CONTRACTOR or CONTRACTOR's employees. CONTRACTOR shall be responsible for all direction and control of its employees and payment of all wages and salaries and other amounts due its employees. CONTRACTOR shall be responsible for all reports and obligations

respecting such employees, including without limitation social security tax and income tax withholding, unemployment compensation, workers compensation, and employment benefits.

CONTRACTOR shall conduct no act or omission that would lead CONTRACTOR's employees or any legal tribunal or regulatory agency to believe or conclude that CONTRACTOR's employees would be employees of CFX.

Any approval by CFX of a subcontract or other matter herein requiring CFX approval for its occurrence shall not be deemed a warranty or endorsement of any kind by CFX of such subcontract, subcontractor, or matter.

21. INTERPRETATION

For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If CONTRACTOR discovers any material discrepancy, deficiency, or ambiguity in this Contract, or is otherwise in doubt as to the meaning of any provision of the Contract, CONTRACTOR may immediately notify CFX and request clarification of CFX's interpretation of the Contract. The Contract, together with and including all exhibits, comprise the entire agreement of the parties and supersedes and nullifies all prior and contemporaneous negotiations, representations, understandings, and agreements, whether written or oral, with respect to the subject matter hereof.

22. 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 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.

29. COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

CFX may terminate this Contract 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 AUTHORITY (CFX)
4974 ORL Tower Road
Orlando, Florida 32807
ATTN: General Counsel

CENTRAL FLORIDA EXPRESSWAY AUTHORITY (CFX)
4974 ORL Tower Road
Orlando, Florida 32807
ATTN: Director of Maintenance

CONTRACTOR: Convergint Technologies, LLC
6200 Lee Vista Blvd., Suite 700
Orlando, FL. 32822
Phone: 407-734-0347
Attention: Ali Santiago
Ali.santiago@convergint.com

31. ENTIRE CONTRACT

This Contract constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no other agreements between the parties in connection with the subject matter hereof. No waiver, amendment, or modification of these terms hereof will be valid unless in writing, signed by all parties and only to the extent therein set forth.

32. EXHIBITS

This Contract references the exhibits listed below.

1. Region 4 ESC Contract

2. CONTRACTOR proposal dated October 19, 2022

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the authorized signatures named below have caused this instrument to be signed by their respective duly authorized officials, as of the day and year first above written.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Date: 2023.04.26 15:19:23 -04'00'

Aneth Williams, Director of Procurement

CONVERGINT TECHNOLOGIES LLC

By: Andrew P Williams Digitally signed by Andrew P Williams DN: C=US, E=andy.williams@convergint.com, O=Convergint, CN=Andrew P Williams Location: 41 Skyline Drive Suite 1025, Lake Mary FL. 32746 Reason: I am approving this document Contact Info: 407-664-5193 Date: 2023.03.29 16:56:47-04'00'

Signature

Andrew P Williams

Print Name

General Manager

Title

ATTEST: _____ (Seal)

DATE: _____

Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this day of _____, 2022 for its exclusive use and reliance.

By: Laura Newlin Kelly Digitally signed by Laura Newlin Kelly Date: 2023.04.26 14:46:38 -04'00'

Diego "Woody" Rodriguez
General Counsel

EXHIBIT 1

CONVERGINT TECHNOLOGIES
QUOTE: AS00496866P
OCTOBER 19, 2022

convergint

6200 Lee Vista Blvd Suite 700, Orlando, Florida 32822
Phone 4075956047 Mobile 4075956047
ali.santiago@convergint.com

October 19, 2022

CFX - Central Florida Expressway
Headquarters

4974 Orl Tower Rd Orlando, Florida 32807
Attention:

Quotation: AS00496866P
RFP#:

OMNIA PARTNERS
License/Cert #R220702

Reference: CFX Security Systems Maintenance 2023-2026

OMNIA PARTNERS #R220702 2023-2026

On behalf of Convergint's global network of colleagues, I would like to personally thank you for providing Convergint with the opportunity to present this proposal addressing your electronic security needs. We are confident that this proven solution is both comprehensive and customized to meet your needs today, and in the future.

Convergint's reputation for service excellence is backed by a foundational commitment to our core value of service, and we have been recognized as the #1 Systems Integrator by SDM Magazine. This recognition reflects the strong relationships Convergint has developed with the industry's top technology manufacturers, and our history of success with providing exceptional service to our customers.

Our guiding principle has always been to be our customers' best service provider. Our dedicated and certified team of professionals strives to uphold our customer-focused, service-based mission to make a daily difference for our customers. After achieving a successful on-time and on-budget project installation, Convergint will provide you with the industry's best ongoing service, including our 24/7 customer portal iCare, designed to track service work orders, project progress, and provide you with detailed metric reporting for continuous improvement.

The following security proposal is specifically designed to meet your needs. As your single point of contact, please feel free to contact me with any additional questions you may have. Thank you again for trusting Convergint as your partner.

convergint

Omnia Partners Contract #R220702 Renewal 2023-2025 @ $150,000 per year for a 3-year term = $450,000 budgeted cost for the 3 years.

- Convergint will provide services for the Central Florida Expressway to support the existing access control, video, and Intrusion systems in accordance with the Omnia Partners Purchasing Contract #R220702.
- All labor rates and material cost have been established in the Omnia Partners catalog. **Contract # R220702**.
- Services for installation and service will include all existing and new CFX locations.
- Each installation and work order will be billed on an individual basis.
- Intrusion monitoring will be billed on an annual basis. Intrusion systems will need to be migrated to Rapid Response monitoring center by 2023. Programming for the migration will be done on a time and material basis.
- Preventative maintenance is recommended to confirm proper functionality of the systems and will be one on a time and material basis.
- Cyber Security and device hardening is **Strongly** recommended on all IP devices.
- Convergint will provide a path to upgrade any end-of-life equipment that is no longer supported by the manufacturers or may be a cyber threat (not upgradeable).

- **Omnia Contract R220702 Labor Rates**

NOTE: For all standard or emergency service calls, there will be a minimum 4 hour charge applied. Mileage charge is included up to 50 miles from the point of dispatch. Mileage in excess of 50 miles from point of dispatch will be Charged at $.50 per mile.
NOTE: Labor rate escalation to support survivability clause. Escalation rate will be 3% per year for labor rates.

EXHIBIT 2

REGION 4 EDUCATION SERVICE CENTER
CONTRACT #R220702

Region 4 Education Service Center (ESC)

Contract # R220702

for

Facility Technology Integration & Security System Services

with

Convergint Technologies LLC

Effective: April 1, 2022

The following documents comprise the executed contract between the Region 4 Education Service Center and Convergint Technologies LLC, effective April 1, 2022:

I. Vendor Contract and Signature Form
II. Supplier's Response to the RFP, incorporated by reference

CONTRACT

This Contract ("Contract") is made as of April 1, 2022 by and between Convergint Technologies LLC ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Facility Technology Integration & Security System Services ("the products and services").

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number R22-07 for Facility Technology Integration & Security System Services ("RFP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

1) Term of agreement. The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.

   The anticipated full term of the contract is five (5) years. The Contractor shall have the right to enter local "service" agreements with Participating Public Agencies accessing the contract through OMNIA Partners, so long as the effective date of such agreement is prior to the expiration of the Contract. All local agreements may have a full potential term (any

combination of initial and renewal periods) not to exceed five years. Any tasks or project agreements executed against this Master Agreement during the effective term may survive beyond the expiration of the Master Agreement as established and agreed to by both parties.

2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).

4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:

   i. This Contract
   ii. Offeror's Best and Final Offer
   iii. Offeror's proposal
   iv. RFP and any addenda

5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.

6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).

8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.

9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.

10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

11) TERMINATION OF CONTRACT

   a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to

failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

i. Providing material that does not meet the specifications of the Contract;
ii. Providing work or material was not awarded under the Contract;
iii. Failing to adequately perform the services set forth in the scope of work and specifications;
iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.

d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied

with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.

14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.

16) Payments. The entity using the contract will make payments directly to the awarded Contractor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and within 30 days of receipt of a properly completed invoice.

17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing. NO FURTHER WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS CONTRACT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.

24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.

29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.

30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.

31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.

32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.

33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

CONSENT AGENDA ITEM
#29

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement

DATE: May 23, 2025

SUBJECT: Approval of Contract Award to Ayres Associates, Inc. for
Systemwide Overhead Sign and Traffic Signal Mast Arms Inspections
Contract No. 002213

A request for Technical Proposals for the above referenced project was advertised on March 9, 2025. Four (4) responses were received by the March 31, 2025 deadline. Those firms were Ayres Associates, Inc., Consor North America, Inc., Kisinger Campo & Associates Corp. and TranSystems Corporation d/b/a TranSystems Corporation Consultants Systems.

The Technical Committee, after reviewing the technical proposals, prepared its final ranking on April 8, 2025. The result is shown below:

Ranking	Firm
1	Ayres Associates, Inc.
2	Consor North America, Inc.
3	Kinsinger Campo & Associates, Corp
4	TranSystems Corporation

The Director of Procurement approved the final ranking and authorized staff to enter into negotiations in ranked order.

The work to be performed includes structural inspections on overhead sign structures and traffic signal mast arms systemwide.

Board award of the contract to Ayres Associates, Inc. in the amount of $2,300,000.00 for four years with three two-year renewals is requested.

This contract is included in the OM&A Budget.

Reviewed by:

Don Budnovich, PE
Director of Maintenance

Glenn Pressimone, PE
Chief of Infrastructure

LOI-002213 Technical Committee Meeting – April 8, 2025 Minutes

The Technical Committee for **Systemwide Overhead Sign and TSMA Inspections, Contract No. 002213** held a duly noticed meeting on Tuesday, April 8, 2025, at 10:00 a.m. in the Osprey Conference Room at the CFX Headquarters, Orlando, Florida.

Committee Members Present:
Donald Budnovich, Director of Maintenance
Matt Lewis, Maintenance Contract Administrator
Bryce Rainey, Permits and Maintenance Compliance Supervisor
James Martin, Maintenance Contract Administrator

Other Attendees:
Traci Parks-Chillon, Manager of Procurement

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
Ayres Associates, Inc.	4	1
Consor North America, Inc.	10	2
Kisinger Campo & Associates, Corp.	12	3
TranSystems Corporation	14	4

The Technical Review Committee recommends the CFX Procurement Director approve the ranking and authorize negotiations in ranked order. There being no further business to come before the Committee; the meeting was adjourned at 10:41 a.m.

These are the official minutes of the Technical Review Committee meeting for Contract No. 002213 held Tuesday, April 8, 2025.

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:

Don Budnovich, Maintenance Director

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TECHNICAL COMMITTEE MEMBER FINAL SUMMARY RANKING

SYSTEMWIDE OVERHEAD SIGN AND TSMA INSPECTIONS

CONTRACT NO. 002213

CONSULTANT	DON BUDNOVICH (RANK)	MATT LEWIS (RANK)	BRYCE RAINEY (RANK)	JAMES MARTIN (RANK)	TOTAL SCORE	RANKING
AYRES ASSOCIATES, INC.	1	1	1	1	4	1
CONSOR NORTH AMERICA, INC.	2	2	4	2	10	2
KISINGER CAMPO & ASSOCIATES, CORP.	3	3	2	4	12	3
TRANSYTEMS, INC.	4	4	3	3	14	4

EVALUATION COMMITTEE MEMBERS:

Don Budnovich — Tuesday, April 8, 2025
DON BUDNOVICH

Matthew Lewis — Tuesday, April 8, 2025
MATT LEWIS

Bryce Rainey — Tuesday, April 8, 2025
BRYCE RAINEY

James Martin — Tuesday, April 8, 2025
JAMES MARTIN

Aneth Williams

From: Aneth Williams
Sent: Thursday, April 10, 2025 4:16 PM
Cc: Michelle Maikisch; Lisa Lumbard; Mimi Lamaute; Aneth Williams
Subject: Notification of Approval of Final Ranking and Authorization for Negotiations for Contract No. 002213
Attachments: 002213 Meeting Minutes.pdf; 002213 Final Ranking Matrix.pdf

Good afternoon Board Members,

I am sending you this email in accordance with CFX's recently amended procurement policy and procedures.

A request for Expanded Technical Proposals for Systemwide Overhead Sign and TSMA Inspections; Contract No. 002213 was advertised on March 9, 2025.

Four (4) responses were received by March 31, 2025 deadline. Those firms were Ayres Associates Inc., Consor North America, Inc., Kisinger Campo & Associates, Corp. (KCA) and TranSystems Corporation d/b/a TranSystems Corporation Consultants Systems.

The Technical Committee, after reviewing the technical proposals, prepared its final ranking on April 8, 2025. The result is shown below:

Ranking	Firm
1	Ayres Associates Inc.
2	Consor North America, Inc.
3	Kisinger Campo & Associates, Corp. (KCA)
4	TranSystems Corporation d/b/a TranSystems Corporation Consultants Systems

As authorized by the amended procurement policy, I approved the final ranking and directed staff to begin negotiations with the top firm. Once negotiations are completed, the contract will be submitted to the Board for approval. Please reach out to me if you have any questions.

Thank you.

Aneth Williams, CPPO
Director of Procurement

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
4974 ORL Tower Rd · Orlando, FL 32807
Office · 407.690.5365 Cell · 407.841.8498

PLEASE NOTE: Florida has a very broad public records law (F. S. 119). All emails to and from CFX are kept as a public record. Your email communications, including your email address may be disclosed to the public and media at any time.

AGREEMENT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

AND

AYRES ASSOCIATES INC

SYSTEMWIDE OVERHEAD SIGN AND TRAFFIC SIGNAL MAST ARMS (TSMA) INSPECTIONS

CONTRACT NO. 002213

CONTRACT AMOUNT: $2,300,000.00

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

SYSTEMWIDE OVERHEAD SIGN AND TRAFFIC SIGNAL MAST ARMS (TSMA) INSPECTIONS

CONTRACT NO. 002213

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TABLE OF CONTENTS

Section	Title	
AG	Agreement	1 - 23
	Addendum No. 1 Addendum No. 2	
A	Exhibit “A”, Scope of Services (Part 1 and 2)	
B	Exhibit “B”, Method of Compensation	
C	Exhibit “C”, Details of Cost and Fees	
D	Exhibit “D”, Project Organization Chart	
E	Exhibit “E”, Potential Conflict Disclosure Form	

Table of Contents

1.0 DEFINITIONS. 1
2.0 SERVICES TO BE PROVIDED 1
3.0 TERM OF AGREEMENT AND RENEWALS 2
4.0 PROJECT SCHEDULE 2
5.0 PROFESSIONAL STAFF 2
6.0 COMPENSATION 4
7.0 DOCUMENT OWNERSHIP AND RECORDS 4
8.0 COMPLIANCE WITH LAWS 6
9.0 WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE 6
10.0 TERMINATION 7
11.0 ADJUSTMENTS 7
12.0 HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY 8
13.0 INFRINGEMENT OF PATENTS AND COPYRIGHTS 9
14.0 THIRD PARTY BENEFICIARY 10
15.0 INSURANCE 10
16.0 COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS 12
17.0 CONFLICT OF INTEREST AND STANDARD OF CONDUCT 12
18.0 DOCUMENTED ALIENS 13
19.0 FLORIDA VENDOR ELIGIBILITY REQUIREMENTS 14
20.0 INSPECTOR GENERAL 17
21.0 PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT 17
22.0 COMPANIES PURSUANT TO SECTION 287.135 AND 215.473 18
23.0 AVAILABILITY OF FUNDS 18
24.0 AUDIT AND EXAMINATION OF RECORDS 18
25.0 GOVERNING LAW AND VENUE 19
26.0 NOTICE 20
27.0 HEADINGS 20
28.0 CONTRACT LANGUAGE AND INTERPRETATION 20
29.0 ASSIGNMENT 21
30.0 SEVERABILITY 21
31.0 INTEGRATION 21
32.0 ATTACHMENTS 22

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AGREEMENT FOR SYSTEMWIDE OVERHEAD SIGN AND TRAFFIC SIGNAL MAST ARMS (TSMA) INSPECTIONS
CONTRACT NO. 002213

THIS AGREEMENT, made 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 AYRES 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 8875 Hidden River Parkway, Suite 200, Tampa, FL. 33637-1035.

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 Maintenance 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 perform structural inspections on all CFX owned overhead sign structures and traffic signal mast arms required by CFX.

The CONSULTANT and CFX mutually agree to furnish, each to the other, the respective services, information and items as described in **Exhibit "A"**, Scope of Services, attached hereto and made a part hereof.

Before any additions or deletions to the work described in **Exhibit "A"**, and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into a Supplemental Amendment covering such modifications and the compensation to be paid therefore.

Reference herein to this Agreement shall be considered to include any Supplemental Agreement thereto.

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 four (4) year term from the date of the Notice to Proceed for the first task assignment. Renewal of this Agreement for up to three (3) 2-year renewal periods may be exercised by CFX at its sole discretion. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by the CONSULTANT are satisfactory and adequate for CFX's needs. 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 services for each assigned project 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) agreed to by the parties or as may be modified by subsequent Supplemental Agreement.

4.0 PROJECT SCHEDULE

It shall be the responsibility of the CONSULTANT to ensure at all times that sufficient time remains within the project schedule within which to complete the services on the project. In the event there have been delays which would affect the scheduled project completion date, the CONSULTANT shall submit a written request to CFX which identifies the reason(s) for the delay, the amount of time related to each reason and specific indication as to whether or not the delays were concurrent with one another. CFX will review the request and make a determination as to granting all or part of the requested extension.

In the event the scheduled project completion date is reached and the CONSULTANT has not requested, or if CFX has denied, an extension of the completion date, partial progress payments will be stopped when the scheduled project completion date is met. No further payment for the project will be made until a time extension is granted or all work has been completed and accepted by CFX.

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 the required services and shall have due regard for acceptable standards of construction engineering and inspection principles. The CONSULTANT may associate with such specialists, for the purpose of its services hereunder, without additional cost to CFX, other than those costs negotiated within the limits and terms of this Agreement. Should the

CONSULTANT desire to utilize specialists, the CONSULTANT shall be fully responsible for satisfactory completion of all subcontracted work. It is understood and agreed that CFX will not, except for such services so designated herein, permit or authorize the CONSULTANT to perform less than the total contract work with other than its own organization.

Prior to retaining a subconsultant, or assigning any work to a subconsultant, the CONSULTANT shall verify that the subconsultant does not have any conflicts and acknowledges its duty to comply with CFX's Code of Ethics. The CONSULTANT shall ensure that each subconsultant adheres to, and cause all subconsultants to be bound by, all requirements, conditions, and standards set forth herein. The CONSULTANT shall collect and maintain the necessary subconsultant compliance and acknowledgement documentation and remove any subconsultant immediately, if the necessary said documentation is unavailable or the subconsultant is not adhering to the requirements and standards herein. The CONSULTANT shall provide subconsultant compliance and acknowledgement documentation to CFX upon request.

The approved subconsultants are:

FIT Engineering, LLC
LARS Engineering, Inc.
ACME Barricades, L.C.
Engineering Operations LLC
NOVA Engineering and Environmental, LLC

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 this Contract and any renewals hereof, the Consultant desires or intends to provide payment to a subconsultant, and/or service provider (collectively "Sub-Vendor") that was not disclosed by the Consultant 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, the Consultant shall first submit a request to the Procurement Director to add such Vendor to the approved Major Sub-Vendors under this Contract.

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 the Consultant under this Contract until such Sub-Vendor has been approved by the CFX Board. In the event of a so-designated emergency, the Consultant 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.

CFX shall not be responsible to Consultant for any payments made or obligated to any such Sub-Vendor in excess of $75,000.00 should Consultant have failed to add such Vendor to this Contract's Major Vendors list in compliance with this provision.

6.0 COMPENSATION

CFX agrees to pay the CONSULTANT compensation as detailed in **Exhibit "B"**, Method of Compensation, attached hereto and made a part hereof, in the not-to-exceed amount of $2,300,000.00. Bills for fees or other compensation for services or expenses shall be submitted to CFX in detail sufficient for a proper pre-audit and post audit thereof.

The CONSULTANT may be liable for CFX costs resulting from negligent, reckless, or intentionally wrongful errors or deficiencies in designs furnished under this Agreement. CFX may enforce such liability and collect the amount due if the recoverable cost will exceed the administrative cost involved or is otherwise in CFX's best interest. Records of costs incurred by the CONSULTANT under terms of this Agreement shall be maintained and made available upon request to CFX at all times during the period of this Agreement, and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to CFX upon request. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed. Records of costs incurred includes the CONSULTANT's general accounting records and the project records, together with supporting documents and records, of the CONSULTANT and all subconsultants performing work on the project, and all other records of the CONSULTANT and subconsultants considered necessary by CFX for a proper audit of project costs. The obligations in this paragraph 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 8875 Hidden River Parkway, Suite 200, Tampa, FL. 33637-1035.

Notwithstanding Section 16, entitled "Communications, Public Relations, and Use of Logos," CONSULTANT acknowledges that CFX is a body politic and corporate, an agency of the State of Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes.

To the extent that the CONSULTANT is in the possession of documents that fall within the definition of public records subject to the Public Records Act, which public records have not yet been delivered to CFX, Consultant agrees to comply with Section 119.0701, Florida Statutes.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT Phone: 407-690-5000, e-mail: publicrecords@cfxway.com, and address: Central Florida Expressway Authority, 4974 ORL Tower Road, Orlando, FL. 32807.

An excerpt of Section 119.0701, Florida Statutes is below.

Per Section 119.0701(1), "Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

Per Section 119.0701(b). The contractor shall comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the

> contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

The 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 DESIGN PROFESSIONAL SERVICES RENDERED UNDER THIS 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 Paragraph 6.0 are accurate, complete and current as of the date of this Agreement. It is further agreed that said price provided in Paragraph 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 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 performed by the CONSULTANT prior to abandonment or termination of the Agreement. The ownership of all engineering documents completed or partially completed at the time of such termination or abandonment, shall be retained by CFX.

CFX reserves the right to cancel and terminate this Agreement in the event the CONSULTANT or any employee, servant, or agent of the CONSULTANT is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONSULTANT for or on behalf of CFX, without penalty. It is understood and agreed that in the event of such termination, all tracings, plans, specifications, maps, and data prepared or obtained under this Agreement shall immediately be turned over to CFX. The CONSULTANT shall be compensated for work properly performed rendered up to the time of any such termination in accordance with Paragraph 6.0 hereof. CFX also reserves the right to terminate or cancel this Agreement in the event the CONSULTANT shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. CFX further reserves the right to suspend the qualifications of the CONSULTANT to do business with CFX upon any such indictment or direct information. In the event that any such person against whom any such indictment or direct information is brought shall have such indictment or direct information dismissed or be found not guilty, such suspension on account thereof may be lifted by CFX.

11.0 ADJUSTMENTS

All services shall be performed by the CONSULTANT to the reasonable satisfaction of the Project Manager who shall decide all questions, difficulties, and dispute of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount, and value thereof. Adjustments of compensation and term of the Agreement, because of any major changes in the work that may become necessary or desirable as the work progresses, shall be left to the discretion of the Executive Director as memorialized in mutually executed Supplemental Agreement(s). Disputes

between the Project Manager and the CONSULTANT that cannot be resolved shall be referred to CFX's Executive Director whose decision shall be final.

In the event that the CONSULTANT and CFX are not able to reach an agreement as to the amount of compensation to be paid to the CONSULTANT for supplemental work desired by CFX, the CONSULTANT shall be obligated to proceed with the supplemental work in a timely manner for the amount determined by CFX to be reasonable. In such event, the CONSULTANT will have the right to file a claim with CFX for such additional amounts as the CONSULTANT deems reasonable; 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

12.1 To the extent this Agreement meets the definition of "professional services contract" in subparagraph (3) of Section 725.08, Florida Statutes, and the CONSULTANT meets the definition of "design professional" in subparagraph (4) to that same Section, then the CONSULTANT hereby agrees to 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 CONSULTANT in the performance of this Agreement.

12.2 To the extent otherwise permitted by law, the CONSULTANT expressly agrees to indemnify and hold harmless CFX, and its officers, board members, and employees, from any claim, liabilities, losses, damages, and costs, including, but not limited to, reasonable attorneys' fees, arising from any act, error, or omission of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement, except that the CONSULTANT will not be liable under this paragraph for claims of, or damages resulting from, gross negligence, or willful, wanton or intentional misconduct of CFX, its officers, board members, or employees during the performance of the Agreement.

12.3 CFX and the CONSULTANT hereby agree that: (a) the indemnification provisions in Subsections 12.1 and 12.2 above are separate indemnification provisions that are each fully severable from the other; and (b) 1% of the total compensation to the CONSULTANT for performance of this Agreement is the specific consideration from CFX to the CONSULTANT for such indemnification provisions.

12.4 Should CFX receive a notice of claim or other claim for damages related to or arising from the services required by the CONSULTANT under this Agreement, CFX will promptly forward such claim to the CONSULTANT. The CONSULTANT will evaluate the notice of claim and/or claim and, in accordance with any direction provided by the CFX General Counsel or the attorney designee thereof, report CONSULTANT's related findings to CFX no later than 14 calendar days after the CONSULTANT's receipt of such forwarded notice of claim and/or claim from CFX.

12.5 In the event a lawsuit is filed against CFX alleging negligence or wrongdoing that is in any part attributable to the CONSULTANT, CFX and the CONSULTANT will jointly discuss options in defending the lawsuit. 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 12 upon subsequent notification by CFX to the CONSULTANT of the notice of claim or filing of a lawsuit.

12.6 With the exception of any liabilities, claims, damages, losses, and/or costs, inclusive of reasonable attorneys' fees, for which the CONSULTANT has indemnified CFX in accordance with either Subsection 12.1 above, Subsection 12.2 above, or both, each party shall pay their own costs associated with handling any notices of claim, claims, and/or litigation that arises out of, or is in relation to, this Agreement, 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.

12.7 CFX expressly retains all rights, benefits, and immunities of sovereign immunity, in accordance with Section 768.28, Florida Statutes. Nothing in this Agreement, inclusive of any documents herein referenced, incorporated, or attached, shall: (a) be deemed as a waiver of the sovereign immunity or limits of liability which may have been or may be adopted by the Florida Legislature; or (b) inure to the benefit of any third party for the purpose of allowing any claim against CFX which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

12.8 With an express exception for payments for services properly performed under this Agreement, CFX's obligations and liability hereunder, or as otherwise related to this Agreement, 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 CONSULTANT 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.

12.9 The obligations in this Section 12, Hold Harmless and Indemnification, Sovereign Immunity 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

There are no third-party beneficiaries of this Agreement and nothing in this Agreement, express or implied, is intended to confer on any person other than the parties hereto (and their respective successors, heirs and permitted assigns), any rights, remedies, obligations or liabilities.

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, its employees, members, officers, agents, consultants, and successors shall be named as Additional Insured under this policy. Insurance Services Office endorsement CG 20 10 (11 85 edition date) or both CG 20 10 and CG 20 37 (12 19 edition dates) forms (if later edition dates are used), shall be used to meet these requirements and a photocopy of same shall be provided with the Certificate. The 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 Commercial 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 Commercial 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 Commercial 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 Insurance shall be provided as required by law or regulation (statutory requirements). The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of CFX for all work performed by the CONSULTANT, its employees, agents and subconsultants.

15.4 Professional Liability Coverage shall have limits of not less than One Million Dollars ($1,000,000) per claim / annual aggregate, protecting the selected firm or individual against claims of CFX for negligence, errors, mistakes or omissions in the performance of services to be performed and furnished by the CONSULTANT.

The CONSULTANT shall provide CFX with Certificate(s) of Insurance with required endorsements on all the policies of insurance and renewals thereof in a form(s) acceptable to CFX. CFX shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action.

All insurance policies shall be issued by companies licensed to do business under the laws of the State of Florida. Each shall carry a Financial Strength Rating (FSR) of at least "A-" (Excellent) and a Financial Size Category (FSC) of at least Category "VIII" as defined by A.M. Best Company, or equivalent ratings from another nationally recognized insurance rating service. If requested by CFX, CFX shall have the right to examine copies and relevant provisions of the insurance policies required by this Agreement, subject to the appropriate confidentiality provisions to safeguard the proprietary nature of CONSULTANT manuscript policies.

In the event any of the aforementioned insurance policies provide greater coverage or greater limits than the minimum requirements set forth herein, then CFX shall be entitled to the full coverage and limits of such policies, and these insurance requirements will be deemed to require such greater coverage and greater limits.

Any deductible or self-insured retention must be declared to and approved by CFX. At the option of CFX, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as requests CFX, or the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

All such insurance required by the CONSULTANT shall be primary to, and not contribute with, any insurance or self-insurance maintained by CFX.

Compliance with these insurance requirements shall not relieve or limit the CONSULTANT's liabilities and obligations under this Agreement. Failure of CFX to demand such certificate or evidence of full compliance with these insurance requirements or failure of CFX to identify a deficiency from evidence provided will not be construed as a waiver of the CONSULTANT's obligation to maintain such insurance.

The acceptance of delivery by CFX of any certificate of insurance evidencing the required coverage and limits does not constitute approval or agreement by CFX that the insurance requirements have been met or the insurance policies shown in the certificates of insurance are in compliance with the requirements.

16.0 COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS

The CONSULTANT agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying CFX and securing its consent in writing, except as required by law. The CONSULTANT also agrees that it shall not publish, copyright or patent any of the data, documents, reports, or other written or electronic materials furnished in compliance with this Agreement, it being understood that, under Section 7.0 hereof, such data or information is the property of CFX.

Regarding the use of logos, printed documents and presentations produced for CFX shall not contain the name or logo of the CONSULTANT unless approved by CFX's Public Affairs Officer or his/her designee. Prior approval by CFX's Public Affairs Officer or his/her designee is required if a copy of the CFX logo or any CFX mark, including trademarks, service marks, or any other mark, collectively referred as "Marks," is to be used in a document or presentation. The Marks shall not be altered in any way. The width and height of the Marks shall be of equal proportions. If a black and white Mark is utilized, the Mark shall be properly screened to insure all layers of the Mark are visible. The proper presentation of CFX Marks is of utmost importance to CFX. Any questions regarding the use of CFX Marks shall be directed to the CFX Public Affairs Officer or his/her designee.

17.0 CONFLICT OF INTEREST AND STANDARD OF CONDUCT

No Contingent Fees. CONSULTANT warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Contract, and that CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For breach of this provision, CFX shall have the right to terminate this Contract without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission percentage, gift or consideration.

CONSULTANT acknowledges that CFX officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with CFX in accordance with CFX's Code of Ethics. CONSULTANT acknowledges that it has read the CFX's Code of Ethics and, to the extent applicable, CONSULTANT will comply with the aforesaid CFX's Code of Ethics in connection with performance of the Contract.

As required by Section 348.753, Florida Statutes, and CFX's Code of Ethics, CONSULTANT agrees to complete CFX's Potential Conflict Disclosure Form prior to the execution of the Contract, upon the occurrence of an event that requires disclosure, and annually, not later than July 1st.

CONSULTANT covenants and agrees that it and its employees, officers, agents, and subconsultants shall be bound by the standards of conduct provided in Section 112.313, Florida Statutes, as it relates to work performed under this Contract, which standards will be reference be made a part of this Contract as though set forth in full. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

CONSULTANT hereby certifies that no officer, agent or employee of CFX has any "material interest" (as defined in Section 112.312(15), Florida Statutes) either directly or indirectly, in the business of CONSULTANT, and that no such person shall have any such interest at any time during the term of this Agreement.

The CONSULTANT shall not knowingly enter into any other contract with CFX during the term of this Agreement which would create or involve a conflict of interest with the services provided herein. Likewise, subconsultants shall not knowingly enter into any other contract with CFX during the term of this Agreement which would create or involve a conflict of interest with the service provided herein and as described below. Questions regarding potential conflicts of interest shall be addressed to the Executive Director for resolution.

During the term of this Agreement the CONSULTANT is NOT eligible to pursue any advertised construction engineering and inspection projects of CFX as either a prime or subconsultant where the CONSULTANT participated in the oversight of the projects or for any project which the CONSULTANT prepared plans and/or specifications. Subconsultants are also ineligible to pursue construction engineering and inspection projects where they participated in the oversight of the projects or for any project which the subconsultant was involved in the preparation of plans and/or specifications.

18.0 DOCUMENTED ALIENS

The CONSULTANT warrants that all persons performing work for CFX under this Agreement, regardless of the nature or duration of such work, shall be United States citizens or properly authorized and documented aliens. The CONSULTANT shall comply with all federal, state and local laws and regulations pertaining to the employment of unauthorized or undocumented aliens at all times during the performance of this Agreement and shall indemnify and hold CFX harmless for any violations of the same. Furthermore, if CFX determines that CONSULTANT has knowingly employed any unauthorized alien in the performance of this Agreement, CFX may immediately and unilaterally terminate this Agreement for cause.

The obligations in Section 18.0, Documented Aliens, shall survive the expiration or termination of this Agreement and continue in full force and effect.

19.0 FLORIDA VENDOR ELIGIBILITY REQUIREMENTS

19.1 E-Verification

A. This Contract is subject to the requirements found in Section 448.095(5), Florida Statutes. By executing this Contract, Contractor/Consultant 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/Consultant.

B. Contractor/Consultant additionally hereby acknowledges the responsibilities and obligations of both Contractor/Consultant and CFX under Section 448.095(5), Florida Statutes, which includes without limitation: (1) an obligation that Contractor/Consultant 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/Consultant's failure to comply with the applicable provisions of Section 448.095(5), Florida Statutes, and to impose upon Contractor/Consultant any additional costs incurred by CFX resulting from such termination.

19.2 Public Entity Crimes

Contractor/Consultant hereby represents, warrants, and certifies that: (1) neither Contractor/Consultant, nor one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of Contractor/Consultant, nor any affiliate of the entity, has been charged with and convicted of public entity crime subsequent to July 1, 1989; (2) Contractor/Consultant 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 (3) Contractor/Consultant 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.

19.3 Scrutinized Companies

A. Contractor/Consultant hereby represents, warrants, and certifies to the following: (1) Contractor/Consultant 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/Consultant 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.

B. If the Contract value meets or exceeds $1,000,000.00, then Contractor/Consultant hereby additionally represents, warrants, and certifies that: (1) Contractor/Consultant 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/Consultant is not engaged in business operations in Cuba or Syria.

C. 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/Consultant is found to have been placed on any of the applicable lists referenced in this provision at any time; and/or (3) if Contractor/Consultant becomes engaged in business operations in Cuba or Syria or any boycott of Israel.

19.4 Discriminatory Vendors and Anti-Trust Violators

Contractor/Consultant 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: (1) may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; (2) 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; (3) may not submit bids, proposals, or replies on leases of real property to a public entity; (4) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (5) may not transact business with any public entity.

19.5 Countries of Foreign Concern

A. Contractor/Consultant hereby represents, warrants, and certifies that Contractor/Consultant 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.

B. If this Contract will in any manner give Contractor/Consultant access to any individual's personal identifying information, then:

(1) As a precondition to this Contract and prior to completing any work or otherwise performing hereunder, Contractor/Consultant shall submit to CFX an affidavit signed by an officer or representative of Contractor/Consultant under penalty of perjury attesting that Contractor/Consultant does not meet any of the following criteria: (a) Contractor/Consultant 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/Consultant; or (c) Contractor/Consultant 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).

(2) Contractor/Consultant 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/Consultant is found to be in violation of this provision, Section 287.138, Florida Statutes, and/or its affidavit.

19.6 Common Carrier

A. Contractor/Consultant hereby represents, warrants, and certifies that Contractor/Consultant 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.

B. If Contractor/Consultant meets the definition of "common carrier" as provided in Section 908.111(1), Florida Statutes, then:

(1) As a precondition to this Contract and prior to completing any work or otherwise performing hereunder, Contractor/Consultant 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.

(2) In accordance with Section 908.111(3), Florida Statutes, CFX may terminate this Contract for cause if Contractor/Consultant is found to be in violation of this provision, Section 908.111, Florida Statutes, and/or its attestation.

19.7 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 services as defined in Section 787.06(2)(a), Florida Statutes. Such affidavit is hereto attached as CFX-220: Human Trafficking Affidavit.

19.8 Incorporation of Florida Vendor Eligibility Provision Forms

A. Either as part of the solicitation for this Contract, or as a precondition of this Contract, Consultant has or will execute specific certifications, affidavits, and attestations regarding the various provisions in this Article by use of the following forms provided by CFX:

CFX-200: E-Verification Use and Registration Certification
CFX-210: Certifications Regarding Vendor Eligibility
CFX 220: Human Trafficking Affidavit
CFX-230: Common Carrier Attestation
CFX-240: Foreign Countries of Concern Affidavit

B. All such forms are hereby incorporated into this Contract and serve as a material part hereof. If for any reason Consultant has not yet executed any such forms: (1) Consultant doing so shall be a precondition to CFX's obligation to provide payment for any work or any other performance under this Contract; and (2) any failure of Consultant to do shall be cause for termination of this Contract by CFX

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), Florida Statutes. 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 mean any and all records, documents, information, communications, and data, regardless of the format or method of storage (physical, electronic, or other), related to the CONSULTANT's performance of this Contract and shall include without limitation any and all writings, working papers, drafts, invoices, financial reports, field notes, charts, or any other data compilations, books of account, photographs, video recordings, audio recordings, supporting documents, and any other papers or data in whatever form.

(ii) "Proposal Records" shall mean any and all records, documents, information, and data, regardless of the format or method of storage (physical, electronic, or other), used by CONSULTANT in determining labor, unit price, or any other component of a solicitation response submitted by CFX and shall include without limitation writings, working papers, charts or other data compilations that contain or reflect information, data or calculations, as well as any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subconsultants, or material suppliers, profit contingencies, and any manuals standard in the industry that may be used by CONSULTANT in determining a price.

24.2 CFX reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Proposal Records (as hereinafter defined) of the CONSULTANT or any subcontractor. By submitting a response to the Request for Proposal, CONSULTANT or any subcontractor submits to and agree to comply with the provisions of this section.

24.3 If CFX requests access to or review of any Contract Documents or Proposal Records and CONSULTANT refuses such access or review or delays such access or review for over ten (10) calendar days, CONSULTANT shall be in default under its Contract with CFX, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of CONSULTANT. These provisions shall not be limited in any manner by the existence of any CONSULTANT claims or pending litigation relating to the Contract. Disqualification or suspension of the CONSULTANT for failure to comply with this section shall also preclude the CONSULTANT from acting in the future as a subcontractor of another contractor doing work for CFX during the period of disqualification or suspension. Disqualification shall mean the CONSULTANT is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.

24.4 Final Audit for Project Closeout: The CONSULTANT shall permit CFX, at CFX's option, to perform or have performed, an audit of the records of the CONSULTANT and any or all subconsultants to support the compensation paid the CONSULTANT. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONSULTANT under the Contract are subsequently determined to have been inadvertently paid by CFX because of accounting errors or charges not in conformity with the Contract, the CONSULTANT agrees that such amounts are due to CFX upon demand. Final payment to the CONSULTANT shall be adjusted for audit results.

24.5 CONSULTANT shall preserve all Proposal Records and Contract Records for the entire term of the Contract and for a period of five (5) years after the later of: (i) final acceptance of the project by CFX, (ii) until all claims (if any) regarding the Contract are resolved, or (iii) expiration of the Proposal Records and Contract Records' status as public records, as and if applicable, under Chapter 119, Florida Statutes.

24.6 The obligations in Section 24.0, Audit and Examination of Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

25.0 GOVERNING LAW AND VENUE

This Agreement, and all claims, controversies, and causes of action arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, shall be governed by, and enforced in accordance with, the internal laws of the State of Florida, including its statutes of limitations, without giving effect to any conflict-of-laws or other rule that would result in the application of the laws of a different jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. The parties consent to the exclusive jurisdiction of the courts located in Orange County, Florida. The obligations in Section 25.0, Governing Law and Venue, shall survive the expiration or termination of this Agreement and continue in full force and effect.

26.0 NOTICE

All notices required pursuant to the terms hereof shall be sent by First Class United States Mail. Unless prior written notification of an alternate address for notices is sent, all notices shall be sent to the following addresses:

To CFX:
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807
Attn: Chief of Infrastructure

Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807
Attn: General Counsel

To CONSULTANT:
Ayres Associates, Inc
Attn: Hisham Sunna, PhD, PE
8875 Hidden River Parkway
Suite 200
Tampa, FL 33637-1035

Ayres Associates, Inc
Attn: Rick Maslyn, CBI
8875 Hidden River Parkway
Suite 200
Tampa, FL 33637-1035

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

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.

30.0 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.

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 parties hereto have made and executed this Contract: Central Florida Expressway Authority, signing by and through its Director of Procurement, authorized to execute the same by CFX's Board of Directors at its meeting action on the 12th day of June 2025, and Ayres Associates, Inc, signing through its undersigned signatory, duly authorized to execute same.

AYRES ASSOCIATES, INC

BY:_____
Authorized Signature

Title:_____

Print Name:_____

Date: _____

ATTEST:_____(Seal)
Secretary or Notary

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY:_____
Director of Procurement

Print Name: Aneth Williams

Date: _____

Approved as to form only, for exclusive reliance upon by the Central Florida Expressway Authority, on this ____ day of _____, 20____.

_____
Cristina T. Berrios, Deputy General Counsel

EXHIBIT A

SCOPE OF SERVICES

Exhibit "A"

Scope of Service

Part 1

For

CFX OVERHEAD SIGN INSPECTIONS

EXHIBIT "A"
OUTLINE OF CONTENTS

1.0 PROJECT OBJECTIVE A-3
2.0 GENERAL DBSCRIPTION A-3
3.0 PERSONNEL REQUIREMENTS A-5
4.0 WORK ITEMS A-6
4.1 Field inspections A-6
4.2 Inspection Reports A-7
4.3 Comprehensive Inventory Database Records (CIDR) A-9
4.4 Electronic Document Management System A-9
4.5 Work Ordcrs A-10
4.6 District Five Policy A-10
4.7 Maintenance Items to be handled during Inspections A-12
5.0 QUALITY CONTROL A-12
5.1 GENERAL A-12
5.2 Quality Review A-13
5.3 Quality Records A-13
5.4 Quality Assurance (QA) A-13
5.5 Quality Reviews by CFX A-14
6.0 REQUIRED MATERIALS A-14
6.1 General (to be provided by CFX through FDOT) A-14
6.2 Manuals (to be obtained by the consultant) A-15
7.0 WORK SCHEDULE AND PROGRESS REPORTS A-15
7.1 Materials to be furnished after Notice to Proceed A-15
7.2 Work Schedule A-15
7.3 Progress Reports. A-16
8.0 MISCELLANEOUS A-16
8.1 Legal Proceedings A-16
8.2 Errors and/or Omissions A-16
8.3 Contradictions A-16
9.0 LIST OF SIGN STRUCTURES (See Pages A-17- A-43) A-17

1.0 PROJECT OBJECTIVES

1.1 The CFX Overhead Sign Inspection Program is coordinated with FDOT District 5 and is intended to mirror the FDOT process. CFX also utilizes FDOT's Tracking and Management System. However, all direction with respect to the management and services provided under this Contract shall come from CFX.

1.2 Overhead signs located within the Central Florida Expressway Authority's jurisdiction, hereinafter called CFX roadways are to be inspected in compliance with Federal and State regulations. For the purpose of this scope a structure is considered to be an overhead Sign if it is located on government right-of-way and meets the criteria established in the AASHTO Transportation Glossary and State of Florida Statue 335.074, Safety inspection of Bridges. National Bridge Inspection Standard Code of Federal Regulations 23-Highways, Part 650, Subport C: for the inspection of bridge will be applied to all overhead sign structures.

2.0 GENERAL DESCRIPTION

2.1 The consultant shall perform hands on overhead sign inspection services. as described in this scope of world and present inspection findings in the **(BrM•AASHTO Ware Bridge Management)** format. FDOT will provide software and access to the BrM network. The consultant is responsible on their own expense for procuring training in BrM for its employees. The Sign structures to be inspected are located on or very near CFX maintained roadways. The frequency of inspections shall comply with Florida Statutes and the Manual for Bridge Inspection and Other Structures Inspection and Reporting Procedures. All overhead sign structures will be inspected every two years and with the approval of the Department, more often when conditions dictate.

2.2 The number of signs under this contract is dynamic: therefore, the contract quantities listed below are estimated.

2.2.1 Seven hundred eight 7 3 7 Sign Structures will require routine inspections. It is estimated that 70 (70) Initial/Post Construction Sign inspections will be performed and will require issuance of overhead Sign numbers, since prior inspection of these newly constructed or newly inventoried

Signs have not been performed. An overhead Sign Structure file will be established in the format designated in the Manual for Bridge Inspection and Other Structures Inspection and Reporting Procedures. Sign and Pavement Plans will be sent to the Consultant. The structure numbers will be assigned to the project and all signs' numbers will be displayed on the plans and the plans imported into EDMS for review by the Project Manager at the time of the inspection report submittal. Any Sign Structure that are identified as being removed or relocated in the plans will be updated at this time in the BrM inventory. On Initial/Post construction inspections a punch list will be generated with a listing of all deficiencies and forwarded for closeout of the construction project to the project manager.

2.2.2 Twenty-five (25) interim Sign Structures inspections will be expected for Sign Structure with: low condition and/or appraisal ratings; after substantial repair by the Department; or in the event of accidental damage to the structure. Overhead Sign Structure with an overall Structural Numerical BrM Condition State Rating of 4 or greater will require an interim inspection.

2.3 For the purpose of this agreement a structure is considered to be an overhead sign if it is located on government right-of-way and meets the criteria established in the AASHTO Transportation Glossary and Florida Statutes.

2.4 All services to be performed by the Consultant shall conform to the current version of the following state and national publications covering Bridge and Ancillary Highway Structures Inspection standards of practice:

National Bridge Inspection Standard Code of Federal Regulations 23 - Highways. Part ó50, Subpart C.

State of Florida Statute 335.074 Safety Inspection of Bridge Manual for Condition Evaluation of Bridges American Association of State Highway & Transportation Officials (AASHTO).

Bridge Inspector Training Manual 90 U.S. Department of Transportation/F-federal Highway Administration; (USDOT /EHWA)

Inspection of Fracture Critical Bridge Members FHWA-IP-8ó-2ó, U.S. Department of Transportation/Federal Highway Administration;

Bridge & Other Structures Inspection & Reporting Procedures. Manual (8DOTj Revised 8/17/201ó

Bridge Management System Coding Guide (FDOT Revised 8/11/2Ol6)

Manual on Uniform Traffic Control Devices (USDOT / FHWA)

Accident Prevention Procedures Manual, State of Florida Department of Transportation.

State of Florida Roadway and Traffic Design Standards State of Florida Department of Transportation.

F.D.O.T. Standard Specifications for Road & Bridge Construction.

FDOT Bridge Inspection Field Guide National Bridge, Bridge Management and Agency Defined Elements 11/1/2016.

Guidelines for the Installation, Inspection, Inspection, Maintenance & repair of Structural Supports for Highway Signs. Luminaires. and Traffic Signal U.S. Department of Transportation/Federal Highway Administration (U5DOT/EHWA)

Any Subsequent revisions to the documents listed in 2.5 after the Notice to Proceed shall be evaluated by CFX and the consultant lor Impact on this Scope of Services.

3.0 PERSONNEL REQUIREMENTS

3.1 A qualified individual must be at the overhead sign site to supervise inspection activities at all times. To be qualified, an individual must have completed the following FHWA-NHI 130055.

Safety Inspection of In-Service Bridges. Be registered as a Professional Engineer in Florida and experienced in the inspection of bridges (or similar structures according to the National Bridge Inspection Standards or be confirmed officially by the Department as a Certified Bridge Inspector. Qualifications for certification as a bridge inspector are stated in the Rules of the Florida Department of Transportation, Chapter 14-48.07, F. A. C.

3.2 An organizational chart shall be submitted to CFX for approval. The organization chart shall include the number and names of key personnel, team size, and which individuals are assigned to the various work tasks. Any changes from the original organization chart must be submitted to the CFX Project Manager for approval. The notification must be in writing within seven (7) calendar days of the change.

3.3 Each final inspection report shall be sealed in accordance with Section 471.025. Florida Statute: by the Professional Engineer, who confirms the accuracy and completeness of all the report contents. The individual signing and sealing reports must have completed the following FHWZ-NHI 130055 Safety Inspection of In-Service Bridges.

3.4 Due to the nature and scope of the required services, it may be desirable for the Consultant to subcontract portions of the work. The Consultant shall be authorized to subcontract these services under the provisions of this agreement.

3.5 Subcontracting firms and the work they will perform shall be identified in the technical proposal. The subcontracting firms must be approved in writing and qualified by CFX prior to initiation of any work. Any changes in the subcontracting firms or the work they will perform as indicated in the Consultant's proposal shall be subject to review and approval by CFX.

4.0 WORK ITEMS

4.1 FIELD INSPECTIONS

4.1.1 Field inspections must be conducted in accordance with the publications listed in Section 2.5 of this document. The Professional Engineer or Certified Bridge Inspector on site shall be responsible for the **detection** of all deficiencies and the determination. recording of the structure's condition which must include the personal hands- o n inspection of all significant deficiencies. The Professional Engineer or Certified Bridge Inspector is responsible for assuring the accuracy and completeness of all data and records compiled as a result of the Consultant's field **activity.** During the course of routine inspections any signs or HMLP's found not previously in the inventory and or without a reference number should be reported to the Project Manager immediately.

4.1.2 Every visible surface of all members of each Sign Structure must be examined.

"Member's that cannot be examined because of debris. vegetation. etc. shall be cleaned if the effort involved is not excessive. Excessive effort is that which would require more than one hour for the inspection team to perform. The CFX Project Manager shall be consulted to verify the condition or to schedule for the CFX Maintenance Contractor to perform the work and reschedule the inspection. Overhead Sign Structure members that cannot be inspected prior to report publication due **to debris.** vegetation. dirt. etc. must be documented in the report as such with the reason for not completing the inspection.

4.1.3 Where deficiency dimensions are documented, the actual width, length and location on the member should be recorded in English units. Element Condition states should be specified in the element inspection notes with the **deficiency described.**

4.1.4 The Consultant shall not permit any inspector to perform consecutive routine inspections on the same sign structure. If this occurs. the Consultant shall repeat

the inspection using another inspector at no additional charge to CFX.

4.1.5 If by field observation, deficiencies are sufficiently critical to warrant immediate repair and/or substantial **traffic** restrictions, the CFX Project Manager or designated representative must be verbally notified immediately (in person, no voicemail. Verbal notification must be confirmed with written notification within 23 hours.

4.1.6 Not Applicable

4.1.7 Mark area of deficiency with orange point or ribbon. (Limit use of paint in highly visible areas.)

4.1.8 If there is a bolt deficiency. provide bolt diameter and bolt length.

4.1.9 and the date the photograph was taken. Color photographs and sketches should be used to illustrate one typical example of a severe and/or common deficiency. When deficiencies are severe enough to warrant immediate repair, one photograph illustrating a typical example must be taken. When a photograph is taken, an object that provides a sense of scale such as a ruler should always be included in the photograph. The essential features of a deficiency shall be emphasized. by marking arrows or dimensions directly on the photograph. The captions for all photographs shall include a description of the photograph.

4.2 INSPECTION REPORTS

4.2.1 The consultant must develop. publish. and submit one (1) signed and sealed Sign report to CFX. Each report will be generated in BRM and stored in EDMS and contain all documentation specified by this agreement.

4.2.2 Each report must be submitted to CFX for review no later than forty-five (45) calendar days after completion of the field inspection. CFX will submit comments via email within seven (7) calendar days on the reports that do not conform to the specifications of this contract agreement or have errors. The final report will be a signed and sealed hard copy and must be received by CFX within sixty (60) days after completion of the field inspection. The Consultant shall furnish CFX with an original of each report. A hard copy of the photo inventory, and any other inspection documents will be submitted with the report. After final acceptance, all inspection documents and photo inventory will be submitted into EDMS and published. then payment will be rendered.

4.2.3 The BRM element notes shall provide a comprehensive description of all Sign Structures deficiencies and state probable causes of the deficiencies, specify required corrective action, and contain an evaluation of any previous corrective action performed since the last inspection. This serves two purposes; the most elective repair can only be determined if the source of the deficiency is documented repeatedly, a body of evidence becomes available to justify its elimination through a change in design.

4.2.4 The Consultant will identify all "California" overhead sign structures within the element inspection notes.

4.2.5 In addition to the information required by BRM, all reports shall contain. if needed. an addendum section. which will include the following:

A. All element notes which cannot be written in the report due to space limitations.

B. The consultant will provide new location maps for all structures. The location maps shall provide sufficient detail to allow a person not familiar with the area to find the structure. One printed copy showing the location of the structure will be included with each inspection report.

C. Sign Panel and Deficiency Location Photograph

All additional addendum information will be stored as an addendum in the Media Section of BrM.

4.2.6 Standoff distance measurements are to be noted in the foundation.
section of the report.

4.2.7 **PHOTOGRAPHIC INVENTORY**

4.2.7.1 A minimum of four (4) inventory photos are required for each structure. All photos must be in color with a date stamp. Photo Inventory will include a photo of the front of the sign. back of the sign, foundation. and the Sign Structure number.

The Consultant will be responsible to take a new photographic inventory for all initial inspections or whenever the structure is altered. and at a minimum every 10 years and it will also be entered into the Multimedia in BrM and EDMS.

4.3 COMPREHENSIVE INYENTORY DATABASE RECORDS (CIDR)

4.3.1 The Department must maintain a computer file referred to as the CIDR file. which contains data items pertaining to a structure's identity, condition, and description. It is of utmost importance that the CIDR data be accurate and complete.

4.3.2 When records are added to the computer file a report is generated for each structure and is referred to as CIDR sheets. The CIDR sheets must be verified by the Consultant for accuracy due to the possibility of computer processing errors.

4.3.3 Each Sign Structure report must contain a CIDR section sealed in accordance with Section 471.025. F. S., by the Professional Engineer. which confirms its accuracy and completeness. The CIDR section must follow the inspection report.

4.4 ELECTRONIC DOCUMENT MANAGEMENT SYSTEM

4.4.1 The Consultant. at their own cost must maintain an active VPN connection which will be used to access BrM and import electronic documents into the FDOT's Electronic Document Management System (EDMS)

The Consultant shall provide personnel proficient in the use of computers to input Structures Inspection Documents into FDOT's EDMS. This will require familiarity with the Structures Management EDMS. Document guidelines for the EDMS ore posted on the Infonet. Duties will include printing the inspection report to a PDF file and then attributing (assigning information specific to the document), importing directly into EDMS folder and retrieving documents that are to be archived electronically in the FDOT's EDMS. Documents imported into the EDMS will be in PDF format. Documents such as inspection reports, addendums and photo inventories that are created in BrM will be downloaded BrM using the print to PDF command. This effort should be included into the cost of scheduled inspections. Document names will follow the FDOT D5 Structure Maintenance Naming Conventions & Attribution Document.

The FDOT's EDMS system is Hummingbird Document Management Software (DM). The consultant must purchase a single named user Hummingbird license for each vendor site (physical location) This license must be purchased directly from Hummingbird. Instructions for purchasing the license(s) can be found on the FDOT internet site."

4.5 WORK ORDERS

4.5.1 The consultant will be responsible for ensuring that corrective action is requested through a work order. To accomplish this. it will be necessary to review the inspection reports & the District five Policies and decide if corrective action is warranted for each deficiency reported. A F-feasible Action Review Committee E.A.R.C. will be established containing no less than three management level engineers. The committee will meet on a weedy basis to review the week's inspection reports and will present its findings to a representative of the Department for final approval. Work orders will be submitted with the final inspection reports. A copy of the work orders will be generated through the reports applet, Work order maintenance (WOM Report). Upon approval a work order for each of the selected deficiencies generated in the BRM system will be uploaded to the MMS system.

4.6 DISTRICT FIVE POLICY

CFX has adopted the District Five Policy. D5 has its own policy for inspecting and reporting specific items of the structure. CFX reserves the right to modify and add to the list shown below at any time. The Consultant will have to Comply with the current policy and or any changes that will happen in the future. See next page for District Five Policy.

Implementation Date	Structure Type	Topic	Policy
8/5/2019	Signs & TSMA	Moment Connection Gaps	Bolt torque (both tightness) and moment connection gas should meet the requirements of Specification 649-5. (Updated to language currently pending implementation).
8/5/2019	All	Stand-off distances	For truss/ bridge type structures, do not issue a work order for stand-off distances within 2 anchor bolt diameters. If the stand-off distance exceeds 2 bolt diameters issue a work order for a FARC review. For all other structures, if the stand-off distance exceeds one anchor bolt diameter by one inch, issue a work order for a FARC review.
8/5/2019	All	Grout pads /rings, structural grout pads, vermin screens.	If a grout pad is solid, has no cracking or corrosion bleed out' do not remove grout pad. Remove a grout pad/ring that has any of the following characteristics: hollow sounding, cracking, corrosion bleed out. Efflorescence, standing water, missing column cap, holes in column, dogged weep hole, no weep hole of spalling (not necessary to bring up to current standards if grout pad or vermin guard is in good condition). If the grout pad / ring is too difficult to remove (refer to scope of contract), issue a work order or repair recommendation to remove grout pad. Replace with grout pad. For Existing damaged vermin guards, replace with vermin guard. For cantilever and span overhead sign structures, install a vermin screen around the base plate in accordance with 649-6. For cantilever overhead sign structures, install a structural grout pad in accordance with 649-7 if they meet one of the three following conditions: 1) Currently have a grout ring/ pad that was removed per conditions noted above; 2) Meet the requirements of excessive stand-off distance noted above; 3) Have a horizontal component 65 feet or longer.
8/5/2019	All	Missing anchor bolt jam nuts	If there is no jam nut on the anchor bolt and there is room for a full height jam nut issue a work order or repair recommendation to install a full height jam nut. If there is no jam nut on the anchor bolt and there is no room to install a full height jam nut but there is room for a half height jam nut issue a work order for repair recommendation to install a half height jam nut. If there is no jam nut on the anchor bolt and there is no room for a half height Jam nut issue a work order or repair recommendation to replace the nut with a locking nut.

4.7 MAINTENANCE ITEMS TO BE HANDLED DURING INSPECTIONS

The Certified Bridge Inspector will be responsible to perform the following maintenance activities as part of the inspection.

Painting of Structural Components with Cold Galvanizing: The inspectors will clean and paint only primary structural elements. Electrical components will not be painted. The painting will be limited to a maximum of 2 square feet per sign or 4 separate areas (totaling less than 2 square feet per sign). Cold Galvanizing will be supplied by CFX.

Loose Anchor Bolt Nuts: The inspectors with a pipe wrench and "cheater bar" will tighten loose anchor bolt nuts and jam nuts.

Missing Anchor Bolt Nuts: The required size will be measured and documented in the element inspection notes in the report.

Loose High Strength Bolts: Loose high strength bolts (at the moment connectors, box section connectors, and primary element connections) will be tightened to the extent possible by the inspector but will not be tightened to a specified torque value. This information will be documented in the element inspection notes in the report.

Missing High Strength Bolts and Nuts: The inspectors will not replace missing high strength bolts and nuts, but the inspector will obtain the required size of the missing fasteners to be documented in the element inspection notes in the report.

Missing and **Loose Sign Panel and Sign Banking Connection** Bolts: The inspector will tighten loose sign panel and sign backing bolts. Inspector will replace all missing sign fasteners if accessible and not an excessive effort.

Grout Pads or rings: See District Five Policies on page 12 of the scope.

5.0 QUALITY CONTROL:

5.1 GENERAL

The consultant shall institute quality assurance procedures, which shall be provided in written form to CFX for review and approval before the notice to proceed. is executed. Quality assurance procedures are an integral part of this contract and are not a separate pay item.

5.1.1 The Department may perform additional quality assurance by inspecting Sign Structures that have been previously inspected by the Consultant and reviewing the inspection records for conformity with CFX's findings.

5.2 QUALITY REVIEWS

5.2.1 The Consultant shall conduct quality reviews to make certain their own organization is in compliance with the requirements cited in the scope of services. Quality reviews shall evaluate the adequacy of materials. documentation. processes, procedures. training. guidance. and staffing included in the execution of this contract.

5.2.2 The Quality Assurance Program shall also have a second peer review level. The peer review can be conducted internally by the consultant's organization or by subcontracting the review to another consulting firm.

5.3 QUALITY RECORDS

5.3.1 The Consultant shall maintain adequate records of the quality assurance actions performed by their organization (including subcontractor and vendors in providing services and products under this contract. All records shall indicate the nature and number of observations made. the number and type of deficiencies found. and the corrective action taken. These records shall be kept at the primary office site for review if need be.

5.4 Quality Assurance Plan

5.4.1 The Consultant shall include a Quality Assurance Plan in the proposal. The Quality Assurance Plan shall detail the procedures, evaluation criteria. and instructions to his organization to assure conformance with the contract. Unless specifically waived. no payment shall be mode until CFX approves the Consultant's Quality Assurance Plan. Significant changes to the work requirements may require the Consultant to revise his Quality Assurance Plan to keep it current with the work requirements. The plan shall include. but not be limited to the following areas:

5.4.1. a Organization - A description of the Consultant's quality control organization and its functional relationship to the port of the organization performing the work under the contract. The authority, autonomy and responsibilities of the quality assurance organization shall be detailed as well as the names and qualifications of the personnel in the quality control organization.

5.4.1.b Quality **Reviews** - The Consultant's quality assurance methods used to monitor and assure compliance of their organization with the contract requirements for services and products shall be detailed in the Quality Assurance Plan.

5.4.1.c Quality **Records** - The types of records. which will be generated and maintained by the

Consultant during the execution of his quality assurance program, shall be outlined in the Quality Assurance Plan.

5.4.1.d Quality of Subcontractors and Vendors - The methods used by the Consultant to control the quality of his subcontractors and vendors shall be detailed in the Quality Assurance Plan.

5.4.1.e Quality Assurance Certification - An officer of the Consultant firm will be required to sign and seal a certification that will accompany each submittal stating that the overhead sign reports have been prepared and checked in accordance with the specifications for this contract.

5.4.1.f CFX or FDOT may hold short (1/2 day) training sessions for all inspection personnel biannually, informing them of changes thot have been mode in inspection and/or reporting procedures. The Consultant's inspectors are required to attend.

5.5 Quality Reviews by CFX

5.5.1 CFX may conduct quality reviews to make certain that the Consultant is in compliance with the requirements cited in the scope of services. These quality reviews shall be performed at different periods during the contract. The Consultant shall be notified prior to any of these quality reviews and shall be required to present all records and certifications upon request.

5.5.2 Quality reviews shall evaluate the adequacy of materials, documentation process. procedures. training. guidance. and staffing included in the execution of this contract.

5.5.3 Any subcontractors or vendors may be included as port of the quality review.

6.0 REQUIRED MATERIALS

6.1 GENERAL (TO BE PROVIDED BY CFX THROUGH FDOT)

6.1.1 District 5 Straight Line Diagrams

6.1.2 BRM software and a means to access the Departments BRM database.

6.1.3 Examples of prior Inspection Reports if requested by the consultant.

6.1.4 Self-adhesive node numbers

6.1.5 EDMS Naming Conventions and Attributions Guidelines

6.2 **MANUALS (TO BE OBTAINED BY THE CONSULTANT)**

Manuals listed in this document may be purchased from the vendors listed below:

6.2.1 FDOT Manuals
Florida Department of Transportation Maps and Publications Phone (850j 414-4050
On-Line http://www.dot.state.fl.us/mapsandpublications/ Haydon Burns Building-605 Suwannee Street, Tallahassee, FL 32399-0450

6.2.2 AASHTO Publications American Association of State Highway and Transportation Officials

6.2.3 FHWA Manuals U.S. Government Printing Office Washington. D.C. 20402

7.0 WORK SCHEDULES AND PROGRESS REPORTS

7.1 MATERIALS TO BE FUNISHED AFTER NOTICE

7.1.1 The Consultant will provide CFX with its final written quality control procedure, a proposed work schedule, and organizational chart.

7.2 WORK SCHEDULES

7.2.1 A proposed work schedule shall be submitted to CFX for approval. This schedule shall show how the Consultant anticipates the work will progress from day to day to completion of agreement. The work schedule shall be established in a manner that will ensure that all inspections to overhead Sign Structures will not be delinquent.

7.2.2 At CFX's option, a cost flow graph shall be submitted that will show anticipated cost flow by monthly increments. The work schedule and cost flow graph shall be in a format acceptable to CFX's Project Manager.

7.2.3 Work that falls behind schedule must be reported to the CFX Project Manager on a Daily basis. The report shall contain a detailed explanation why the specific task was not performed according to schedule.

7.2.4 The proposed work schedule. cost flow graph, quality control procedure, organization chart, and a list of major equipment the Consultant will use during

the overhead Sign Structures inspections shall be included with the Consultant's proposal. The list of major equipment shall indicate if the Consultant owns the equipment. and if not. his plans for obtaining the equipment.

7.3 PROGRESS REPORTS

7.3.1 The Consultant shall submit on Monday morning, via email, weekly progress reports that show; 1. Work completed for the previous week as measured against the proposed scheduled; and the proposed work schedule for the upcoming week. Weekly progress reports shall describe the work performed on each task.

7.3.2 The Consultant shall meet with CFX on an as needed basis as deemed necessary by the CFX Project Manager.

7.3.3 The CFX Project Manager will make judgment on whether work of sufficient quantity has been accomplished by comparing the actual work accomplished against the approved proposed work schedule.

8.0 MISCELLANEOUS

8.1 **LEGAL PROCEEDINGS**

8.1.1 The Consultant shall serve as an expert witness in any legal proceedings if required by CFX. The fee for these services shall be established if, and when, they are needed.

8.2 **ERRORS AND/OR OMISSION**

8.2.1 The Consultant shall be responsible for the professional quality, technical accuracy and the coordination of all designs, drawings. specifications, and other services furnished by the Consultant under this contract. The Consultant shall, without additional compensation. correct or revise any errors and /or omissions and (app (approved corrections of some that result from said firm's substandard performance of the services described in this contract.

8.3 CONTRADICTIONS

8.3.1 In the event of a contradiction between the provisions of Exhibit “A" and the Consultant's technical proposal, the provisions of Exhibit “A" shall apply.

EXHIBIT "A",

SCOPE OF SERVICES

PART 2

FOR

CFX TRAFFIC SIGNAL MAST ARM INSPECTION SERVICES

Table of Contents

DEFINITIONS 3
1.0 PROJECT OBJECTIVE 3
2.0 GENERAL DESCRIPTION 4
3.0 PERSONNEL REQUIREMENT 5
4.0 WORK ITEMS 6
5.0 QUALITY CONTROL/ASSURANCE 14
6.0 MATERIALS TO BE FURNISHED BY THE DEPARTMENT 15
7.0 WORK SCHEDULE AND PROGRESS REPORTS 16
8.0 MISCELLANEOUS 17
9.0 List of structures to be inspected 18
Appendix A 19

DEFINITIONS

- **TSMA**: Traffic Signal Mast Arm.
- **Structure Number**: Six-digit number in BrM representing a location that could contain 1 or multiple TSMAs.
- **Section**: A section of CFX maintained roadway.
- **Vertical**: One mast arm pole (see FDOT Bridge Inspectors Field Guide Structural Elements).
- **Horizontal**: One mast arm (see FDOT Bridge Inspectors Field Guide Structural Elements).
- **Control Corner (CC)**: The corner where the clockwise inspection direction begins even if no TSMA is present.
- **Control Vertical (CV)**: The TSMA that determines the designations of all TSMAs at the location.
- **Vertical (V1)**: Also known as the Control Vertical. Official designation in BrM report.
- **Controlling Roadway**: The higher ranked roadway that determines which roadway the TSMA is considered to be located on.
- **Vermin Screen**: A wire screen that prevents animals from entering the gap between the bottom of the base plate and the top of the foundation (see FDOT spec 649.6).
- **Standoff Distance**: The distance from the bottom of the leveling nut to the top of the foundation.
- **EDMS**: Electronic Document Management System, used for FDOT's electronic storage of documents.
- **NDT**: Non-destructive testing.

1.1 PROJECT OBJECTIVE

1.2 The CFX Traffic Signal Mast Arm (TMSA) Inspection Program is coordinated with FDOT District 5 and is intended to mirror the FDOT process. CFX also utilizes FDOT's Tracking and Management System. However, all direction with respect to the management and services provided under this Contract shall come from CFX.

1.3 Traffic Signal Mast Arms (TSMAs) located on CFX roadways, are to be inspected in compliance with Federal and State regulations. For the purpose of this scope, an inspection will be required for all mast arm structure types that support any traffic signal. Regulations and guidelines for the inspection of bridges will be applied to all TSMAs. Reference should be made to the following when applicable; Florida Statutes; Safety Inspection of Bridges; and State of Florida Department of Transportation Rules, Chapter 14-48, F.A.C., Bridge Inspection Standards.

2.0 GENERAL DESCRIPTION

2.1 TSMAs are Ancillary Structures and meet the criteria established in the AASHTO. Transportation Glossary and Florida Statutes. The TSMAs to be inspected are located on CFX maintained roadways and intersections. The frequency of inspections shall comply with the Bridge & Other Structures Inspection and Reporting Procedures manual.

2.1.1 The consultant shall perform hands on inspection services on the foundation, vertical column, moment connection components and the portion of the horizontal member(s) not over traffic. For the portion of the horizontal member over traffic, binocular inspection will be allowed per section 4.5.4.

2.2 Inventory

2.2.1 For the purpose of this contract, a BrM structure number will refer to a specific location. Each location may have multiple TSMAs; payment will be per TSMA not per location. Most of the inspections in this project will be considered Routine Re-inspections. A TSMA inventory of known TSMA intersections will be provided by CFX, see Section 6.0. The quantity is dynamic; therefore, **the totals listed below are estimated**. Initial inspections are also expected to be part of this contract. Interim and special inspections will be on an as needed basis for TSMAs with low condition ratings or as deemed necessary by CFX's Project Manager.

2.2.1.1 Routine Re-Inspections: One hundred twenty one (121) TSMAs at fifty-one (51) locations.

2.2.1.2 Initial inspections: Thirty (30) TSMAs at ten (10) locations

2.2.1.3 Interim inspections: Five (5) TSMAs

2.2.1.4 Special inspections: Twenty-five (25) TSMAs

2.3 State and National Publications

2.3.1 All services to be performed by the Consultant shall conform to the current version of the following state and national publications covering bridge and Ancillary Highway Structures inspection standards of practice:

National Bridge Inspection Standard Code of Federal Regulations 23 - Highways, Part 650, Subpart C;

Manual for Condition Evaluation of Bridges American Association of State Highway & Transportation Officials (AASHTO);

Bridge Inspector's Reference Manual U.S. Department of Transportation/Federal Highway Administration (USDOT / FHWA);

Manual on Uniform Traffic Control Devices (USDOT / FHWA);

Roadway and Traffic Design Standard Index;

Utility Accommodation Manual 710-020-001 (FDOT);

Bridge Management System Coding Guide (FDOT) Revised;

Bridge & Other Structures Inspection & Reporting Procedures Manual. (FDOT);

Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System (FDOT);

Guidelines for the Installation, Inspection, Maintenance & repair of Structural Supports for Highway Signs, Luminaries, and Traffic Signals U.S. Department of Transportation/Federal Highway Administration (USDOT / FHWA)

2.3.2 Manuals listed in this document may be purchased from the vendors listed:

FDOT Manuals

Florida Department of Transportation
Maps and Publication Sales, Mail Station 12
Haydon Burns Building
605 Suwannee Street
Tallahassee, Florida 32428
904-990-0830

AASHTO Publications

American Association of State Highway and
Transportation Officials
444 N. Capitol Street, NW, Suite 225
Washington, D.C. 20001

FHWA Manuals

U.S. Government Printing Office
Washington, D.C. 20402

3.0 PERSONNEL REQUIREMENT

3.1 A qualified individual must be at the TSMA to supervise inspection activities at all times. To be qualified, an individual must be registered as a Professional Engineer in Florida and have a minimum of one year experience in the inspection of bridges (or similar structures) according to the National Bridge Inspection Standards or be recognized officially by FDOT as a Certified Bridge Inspector (C.B.I.). Qualifications for certification as a bridge inspector are stated in the Rules of the Florida Department of Transportation, Chapter 14-48.07, F.A.C. Inspection teams should not inspect the same structure on consecutive routine inspections.

3.2 An organizational chart shall be submitted to CFX for approval prior to starting work. The organization chart shall include the number and names of key personnel, team size, and which individuals are assigned to the various work tasks. Any changes from the original organization chart must be submitted to the CFX Project Manager for approval. The notification must be in writing within seven (7) calendar days of the change.

3.3 Each final inspection report shall be sealed in accordance with Florida Statute 471.025 by the Professional Engineer, which confirms the accuracy and completeness of all the report contents.

3.4 The Consultant's work shall be directed and performed by the key personnel identified to CFX by the Consultant. Due to the nature and scope of the required services, it may be desirable for the Consultant to subcontract portions of the work. The Consultant shall be authorized to subcontract these services under the provisions of this agreement.

3.5 Subcontracting firms and the work they will perform shall be identified to the Department. The subcontracting firms must be approved in writing and qualified by the Department prior to initiation of any work. The percentage of total contract work performed by the subcontractor shall not exceed fifty percent (50%). Any changes in the subcontracting firms or the work they will perform shall be subject to review and approval by CFX.

3.6 The Consultant is to have the capability either thru the prime or a subconsultant to conduct the following non-destructive testing as requested by CFX: D-meter, dye penetrant, mag particle, ultrasonic and borescope.

4.0 WORK ITEMS

4.1 Field Inspections

4.1.1 Field inspections must be conducted in accordance with the publications listed in Section 2.3 of this document. The Professional Engineer or Certified Bridge Inspector on site shall be responsible for the detection of all deficiencies and the determination and recording of the structure's condition which must include the personal inspection of all significant deficiencies. This individual is responsible for assuring the accuracy and completeness of all data and records compiled as a result of the Consultant's field activity.

4.1.2 The current version of the FDOT Bridge Inspectors Field Guide Structural Elements will be the governing document for element condition state evaluation. **The element identification method that is suggested in the FDOT Bridge Inspectors Field Guide Structural Elements will be followed.**

4.2 Scheduling

4.2.1 A schedule for this project will be created by the consultant based on the BrM scheduler module and list of known newly constructed TSMAs.

4.2.2 Inspection locations will be identified by roadway section number. The direction of inventory of all sections is either south to north or west to east. South to north sections will take precedence, at an intersection of two state roads. This procedure will alleviate any confusion relating to structure identification and numbering.

4.2.3 Each location is assigned a unique identification number (Structure Number). **If new TSMAs are identified by CFX's Project Manager or by the consultant as the inspections proceed along a roadway section, that is; they were not identified in the original BrM inventory, they will be added to the inventory by assigning to that location the next available sequential Structure Number and it will be inspected immediately.**

4.3 Identifying the Inspection Starting Point (Control Vertical)

4.3.1 Most TSMAs will be at intersections (locations) where more than one TSMA will be present. To achieve consistency at all locations, the following method of identifying each TSMA within a location will be followed. Each location will be assigned a unique identification number (Structure Number). Therefore, each Structure Number could include one or multiple TSMAs. If there is more than one TSMA at a given location, one of the TSMAs will be designated as the Control Vertical (CV). Locating the CV is discussed in section 4.3.2. The Structure Number will be applied, as needed, with self-adhesive node numbers supplied by CFX on this CV TSMA and all other TSMAs at that location will be identified by numbers based on their clockwise proximity to the CV. The numbers must be visible from the controlling roadway.

4.3.2 Each location that contains more than one TSMA will have a Control Corner (CC) which is used to locate the CV. Establishing the CC at each structure location is determined by section hierarchy. South to North roadway sections have hierarchy over West to East roadway sections. Inspections are to be performed following the direction of inventory on all roadway sections. The first intersection corner on the right side that is arrived at is the CC. If there is a TSMA located at the CC, it will be designated as the Control Vertical (CV) or Vertical One (V1) for that location (structure number). Additional TSMAs at that rotation around the location (V2, V3, V4, etc.). For instance: in the typical structure location with four mast arms, each on a corner of the intersection the CV (V1) in the South to North roadway section will always be located at the SE corner. V2 will be at the SW corner. V3 and V4 will be located at the NW and NE corners respectively. In the typical structure location (4 mast arms) in a West to East roadway section, the CV will always be located at the SW corner and the other verticals will be designated in the same manner. In either case, if there are no mast arms at the SE or SW corners the inspection mast arm identification process still begins at those locations and proceeds in a clockwise direction until a mast arm is encountered. The first pole encountered will be the CV (V1). There are atypical mast arm arrangements, but all are inspected using the Control Corner – Clockwise method to establish the CV. Once the CV has been identified the inspection(s) can begin and will proceed in a clockwise direction.

4.4 Structure and Component Numbering

4.4.1 A structure number represents a location. The location may have one TSMA or multiple TSMAs. For interstate interchanges, the ramps on either side of the bridges will be considered a separate location so that each interchange may have two TSMA locations. See section 6.0.

4.4.2 The control vertical (CV) will have the six-digit structure number applied in a location that can be viewed from the controlling roadway in both directions. The location of the numbers will be approximately five (5) feet above the grade in self-adhesive node numbers. Surface preparation should be of sufficient quality that the numbers remain legible for one inspection cycle (5 years). Any missing structure or vertical numbers are to be reapplied as necessary. **Global Positioning System (GPS) coordinates will be required only at the CV of each structure number location**. GPS coordinates are to be verified at each initial and routine reinspection.

4.4.3 The numbering of the horizontals (arms) and anchor bolts will be in accordance with the FDOT Bridge Inspectors Field Guide Structural Elements pages 20, 21 and 22. A sketch will be included with the inspection report. See section 6.0.

4.4.4 All references to horizontal deficiencies will include the vertical identification. Vertical-Horizontal connection plate fasteners will be numbered in two separate left and right groups. Left and right are established based on the front or arm side of the plate. The individual groups of fasteners will be numbered from the top down. See section 6.0.

4.4.5 For structures or elements that have been replaced since the last inspection, follow the numbering procedure outlined in the document titled "Policy for Numbering Replacement TSMAs". See section 6.0.

4.5 Inspection Procedures

4.5.1 A hands-on inspection of the foundation and structure base plate (lower connection) will include the tightness and condition of all anchors; jam nuts, leveling nuts, (see 4.5.11) base plate to vertical weld and condition and functionality of the grout pad. This effort will include the **REMOVAL OF ALL ANCHOR BOLT COVERS AND THE PROPER REINSTALLATION OF THE COVERS BY THE CONSULTANT.** If the grout pad is broken, cracked or has corrosion staining the Consultant will write a FDOT work order to remove the grout pad. All existing grout pad drainage ports (weep-holes) must be cleared. If there is standing water inside the pole the inspector is to attempt to determine the route of water entry and if possible, eliminate it. If there is standing water inside the pole and no corrosion staining on the grout pad, a hole is to be drilled into the grout pad to create a proper weep hole. If there is standing water inside the pole and corrosion staining on the grout pad, the Consultant will write a FDOT work order to remove the grout pad. **VERMIN GUARDS WILL NOT BE REMOVED.** TSMAs equipped with vermin guards will require a visual inspection of the leveling nuts for tightness. **HAND HOLE COVERS WILL BE REMOVED BY INSPECTION PERSONNEL FOR A VISUAL INSPECTION AND TO CONFIRM THAT THE GROUND WIRE IS ATTACHED THEN REINSTALLED BY THE CONSULTANT**. If screws break and can't be replaced by the inspector so that the cover can be properly reattached, make a temporary repair to attach the cover and note the required repair in the

element notes as a recommended corrective action and notify the maintaining agency immediately. Some TSMAs have heavy base covers and/or pavers restricting access. These are to be removed in order to conduct a complete inspection. The local maintaining agency may be contacted for assistance with this.

4.5.2 Members that cannot be examined because of debris, vegetation, etc., should be cleaned if the effort involved is not excessive. Excessive effort is that which would require more than sixty (60) minutes for the inspection team to perform. The CFX Project Manager must be consulted if members can't be examined. TSMA members and elements that cannot be inspected prior to report publication must be documented in the report as such, along with the reason for not inspecting.

4.5.3 As a safety precaution CFX recommends that all inspection personnel utilize a personal non-contact AC voltage detector to check for the presence of errant current in TSMAs during inspections.

4.5.4 A hands-on inspection of the entire length of the vertical (surface area and welds) is required. A hands-on inspection of the upper connection(s) will include all welds, plates, and fasteners and that portion of the horizontal arm(s) that can be reached without extending over traffic lanes. The inspection of the remainder of the horizontal (arm/arms) will be performed on the entire perimeter of the horizontal arm with vision enhancing equipment (binoculars) of sufficient quality, resolution and magnification to detect small deficiencies in the mast arm sections. Special attention will be given to the slip joint (if present) for any indication of stress, cracking, galvanizing overlay or deterioration (missing fasteners, corrosion staining, movement, etc.). Deficient paint systems will also be reported. If significant deficiencies of any kind other than missing slip joint fasteners are suspected or detected, a hands-on inspection will be required.

4.5.5 During the enhanced inspection of the horizontal member a "cursory" look at the signal attachment devices will be performed. If any irregularities are detected the consultant will notify CFX by phone immediately then via a follow-up e-mail. This provision will apply to any additional attachments to the structure not specifically noted, examples being but not limited to solar panels,
cameras, sensors and street name signs.

4.5.6 Where deficiency dimensions are documented, the actual width, length and location on the member should be recorded in English units.

4.5.7 The Consultant shall not permit any inspector to perform consecutive routine inspections on the same structure. If this occurs, the Consultant shall repeat the inspection using another inspector at no charge to CFX.

4.5.8 If by field observation, deficiencies are sufficiently critical to warrant immediate and substantial traffic restrictions, the CFX Project Manager or designated representative must be immediately verbally notified (in person, no voicemail)**.** Verbal notification must be confirmed with written notification within **24** hours.

4.5.9 Color photographs and sketches should be used to illustrate one typical example of a severe and/or common deficiency. When deficiencies are severe enough to warrant immediate repair, one photograph illustrating a typical example must be taken. When a photograph is taken, an object that provides a sense of scale such as a ruler should always be included in the photograph. The essential features of a deficiency shall be emphasized, by marking arrows or dimensions directly on the photograph. The date the photograph was taken and the TSMA location number shall always be marked on the front. Each copy of the report will have color photographs. Sketches should be used to indicate the location of deficiencies.

4.5.10 Traffic control procedures must be in accordance with the FHWA/USDOT Manual on Uniform Traffic Control Devices and the Department's Roadway and Traffic Design Standards.

4.5.11 As part of the inspection procedures all loose anchor bolt jam nuts, lock nuts and leveling nuts (when accessible) will be tightened in accordance with Department standards, documented in the inspection report.

4.6 Inspection Reports

4.6.1 The Consultant must develop, publish, and submit one (1) signed and sealed TSMA report. The report will be sent to CFX. Each report will be presented in the BrM format and contain all documentation specified by this agreement and must meet the requirements of the Bridge & Other Structures Inspection & Reporting Procedures Manual. A photo inventory will also be entered into BrM in the media applet.

4.6.2 Each report must be submitted to CFX for review no later than forty-five **(45)** calendar days after completion of the field inspection. This submittal will consist of a signed and sealed hard copy of the report**.** CFX will submit comments via e-mail within seven (7) calendar days for reports that do not conform to the specifications of this contract agreement or have errors. The final report will be a signed and sealed hard copy and must be received by CFX within sixty **(60)** calendar days after completion of the field inspection. The inspection report, a PDF copy of the photo inventory downloaded from BrM, a PDF copy of the updated plans and shop drawings (if applicable) and any other inspection documents will be imported into EDMS.

4.6.3 A TSMA inspection report must provide a comprehensive description of all traffic signal mast arm deficiencies and state probable causes of the deficiencies, specify required corrective action, and contain an evaluation of corrective action performed since the last inspection.

4.6.4 The cover page for all TSMA inspection reports will be designed in the following manner: The top half of the page will have an overall approach photo of the entire intersection (structure). This photo will be acceptable for the required “Structure Inventory Photo” listed below. The bottom half of the page will have a location map depicting the location of the intersection.

(structure).Identified locations will represent one or many TSMAs. Maps will not be required to identify individual TSMAs at a multi-TSMA location.

4.6.5 The second page of all inspection reports will include a drawing indicating intersection layout and individual TSMA locations. Individual TSMA's will be numbered illustrating beginning point and direction of inspection. See section 6.0.

4.6.6 Inventory photos are required for all initial inspections and any other inspections with any modifications to the intersection or as required by the Bridge & Other Structures Inspection & Reporting Procedures Manual. (FDOT). A minimum of four (4) inventory photos are required for each structure number. All photos must be in color with a date stamp. In almost all cases the inventory photos will highlight the TSMA designated as V1. Exceptions to this rule will be locations containing TSMAs of different design due to replacement or functionality. Each different design, at the location, will require two additional standard photos.

4.6.7 The standard inventory photos for a location with a common TSMA design are as follows: One overall photo, safely taken at sufficient range, will show the entire intersection. This photo will be referred to as the "Structure Inventory Photo". The photo will be taken from the controlling roadway (direction of inventory) and will typically have the mast arm designated as V1 in the foreground. The cover sheet photo will be acceptable for this inventory requirement.

4.6.8 The second photo will be of the mast arm identified as V1 (CV). The photo will be taken from the approach face and at a range that will include the entire structure. This photo will be captioned "V1 – Approach View".

4.6.9 The third photo will be taken from the backside of V1 clearly showing the attachment types of all signals and signs.

4.6.10 The fourth photo will be taken of the foundation showing anchor bolt connections, (anchor bolt covers off) grout pads and related details. Additional photos may be taken at the consultant's discretion. All inventory photos will be uploaded to BrM media – applet.

4.6.11 In addition to the information required by BrM, all reports shall contain additional inventory data in the media applet of BrM that includes TSMAS data and sketches.

4.6.12 Under the structure notes section of the report include the following: the maintaining agency's contact information including name, phone number, mailing address and e-mail address; and the basis for the assumed year built. Year built will be based on date of post construction inspection if known. If that is unknown use final acceptance date. If that is also unknown add one year to the year on the design plans. If the year built can't be determined enter 1900 as the year built with a note that year built is unknown and that plans aren't available. If plans are available include a note that it is available at CFX and the project number. For initial inspections include a note that this is the initial inspection in the inspection notes section.

4.6.13 Standoff distance measurements are to be noted in the foundation section of the report. Height of the poles is to be noted in the vertical element section of the report. Approximate length of the horizontal arms is to be noted in the horizontal element section of the report. Minimum vertical clearance measurements are to be noted in the horizontal element section.

4.6.14 Thickness measurements are to be taken below the hand hole and below the moment connection and in any areas with corrosion causing section loss and recorded in the vertical element section.

4.7 Traffic Signal Mast Arm Inventory

4.7.1 The consultant will be responsible for developing and maintaining an Excel spreadsheet listing all TSMAs inspected by location. The following information is to be included in the spreadsheet: structure number, section number, controlling roadway, intersecting roadway, mile post, date inspected, the number of TSMAs at that location, date inspected, date report hard copy accepted, date accepted in EDMS and structures recommended for replacement (immediately, 1 year or 5 years). An updated spreadsheet will be electronically sent to CFX at the beginning of each month or as otherwise requested by the CFX Project Manager.

4.7.2 If plans are available, the consultant will update them with TSMA locations and import them into EDMS. If shop drawings are available, the consultant will import them into EDMS.

4.8 Maintenance of Traffic

4.8.1 An effort should be made to minimize lane and sidewalk closures while still providing a safe work environment. However, we realize that in many locations lane and sidewalk closures will be necessary. In these cases, strict adherence to the current design standards and the MUTCD are required.

4.8.2 The Consultant firm will provide an MOT plan for this project. The plan should include:

- The general MOT philosophy for the project,
- Listing of MOT providers (if necessary),
- Innovative plans to minimize the need for lane closures and still provide a safe work environment,
- The specific MOT scheme(s) that will be utilized (taken from the FDOT Standard Specifications),
- The estimated number of setups that will be required for each scheme.
- Staff MOT training.

4.8.3 Payment for MOT will be included in the unit cost of all TSMAs.

4.9 Recommended Mast Arm Deficiency Reporting Techniques

4.9.1 Always be aware of the fact that others have to determine if and by what means work should be performed solely with the and take enough pictures to convey a realistic depiction of a deficiency.

4.9.2 Always include an overview picture of the TSMA structure with an arrow indicating the location of the deficiency (Inventory photos can be used for this purpose).

4.9.3 When reporting missing, loose or corroded nuts and bolts always provide the deficient quantity, size and the total quantity (Example: 2-inch leveling nut on anchor bolt #3 is loose).

4.9.4 Always indicate if a deficiency is new or previously reported. If previously reported, indicate when it was reported for the first time, if possible and provide an assessment of the current condition.

4.9.5 Be specific when documenting the percent of section loss, give actual measurements when possible.

4.9.6 Mark area of deficiency with orange paint or ribbon. (Limit use of paint in highly visible areas.)

4.9.7 Indicate if a deficiency is over traffic lanes and include an estimate of maintenance of traffic (MOT) needs. The inventory photo(s) may give an indication if MOT will be required.

4.9.8 If there is a structural bolt deficiency, please provide bolt diameter, grip, and bolt length.

4.9.9 If column cap is missing, please provide bolt diameter, column outside diameter and wall thickness at the top if there is a taper.

4.9.10 Follow the current "D5 Sign HMLP TSMA Inspection Policy" when reporting deficiencies. Use the "FDOT – D5 Preventative/Periodic Responsibility for Traffic Signal Mast Arms (TSMAs)" document to determine who is responsible for the repair. If CFX is responsible enter a work order into the BrM work order module.

4.9.11 If a critical deficiency is discovered the CFX PM is to be notified immediately by phone with a follow-up e-mail documenting the deficiency.

4.10 Electronic Document Management System (EDMS)

4.10.1 The consultant shall provide personnel proficient in the use of computers and scanner operation to input all TSMA inspection documents into the Department's Electronic Document

The consultant shall provide personnel proficient in the use of computers and scanner operation to input all TSMA inspection documents into FDOT's Electronic Document Management System (EDMS) within fifteen (**15**) calendar days of the final report submittal. This will require familiarity with the Structures Management Documents guidelines for EDMS posted on the FDOT Infonet and the District 5 EDMS Naming Conventions and Attribution document. Duties will include scanning and attributing documents in the Department's Electronic Document Management System, Open Text/Hummingbird. Whenever possible, documents imported into the EDMS will be in PDF format. Documents such as inspection reports and photo inventories that are created in BrM will be downloaded from BrM using the print to Adobe command. Adobe Acrobat 5.0 or higher will be used. **This effort should be included into the cost of scheduled inspections and payment will not occur until all inspection documents, including inspection reports, photo inventory, plans and shop drawings, have been imported into EDMS to the CFX PM's satisfaction.**

5.0 QUALITY CONTROL/ASSURANCE

5.0.1 The consultant shall institute quality assurance procedures, which shall be provided in written form to CFX for review and approval before the notice to proceed is executed. Quality assurance procedures are an integral part of this contract and are not a separate pay item. CFX may perform additional quality assurance by inspecting TSMAS that have been previously inspected by the Consultant and reviewing the inspection records for conformity with CFX's findings.

5.1 Quality Reviews

5.1.1 The Consultant shall conduct quality reviews to make certain their own organization is in compliance with the requirements cited in the scope of services. Quality reviews shall evaluate the adequacy of materials, documentation, processes, procedures, training, guidance, and staffing included in the execution of this contract.

5.1.2 The Quality Assurance Program should also have a second peer review level. The peer review can be conducted internally by the consultant's organization or by subcontracting the review to another consulting firm.

5.2 Quality Records

5.2.1 The Consultant shall maintain adequate records of the quality assurance actions performed by their organization (including subcontractors and vendors) in providing services and products under this contract. All records shall indicate the nature and number of observations made, the number and type of deficiencies found, and the corrective action taken. These records shall be kept at the primary office site and shall be sent to CFX for audit review annually or as requested by CFX during the contract term.

5.3 Quality Assurance (QA) Plan

5.3.1 The consultant shall provide a quality assurance plan to CFX. The quality assurance plan should detail the procedures, evaluations, evaluation criteria and instructions to their organization to assure conformance with the contract. Unless specifically waived, no payment shall be made until CFX approves the Consultant's quality assurance plan. Significant changes to the work requirements may require the Consultant to revise their quality assurance plan to keep it current with the work requirements. The plan shall include, but not be limited to the following areas:

5.3.1.1 Organization - A description of the Consultant's quality control organization and its functional relationship to the organization performing the work under the contract. The authority, autonomy and responsibilities of the quality assurance organization shall be detailed as well as the names and qualifications of the personnel in the quality control organization.

5.3.1.2 Quality Reviews - The Consultant's quality assurance methods used to monitor and assure compliance of his organization with the contract requirements for services and products shall be detailed in the QA Plan.

5.3.1.3 Quality Records - The types of records generated and maintained by the Consultant during the execution of their quality assurance program shall be outlined in the Quality Assurance Plan.

5.3.1.4 Quality of Subcontractors and Vendors - The methods used by the Consultant to control the quality of their subcontractors and vendors shall be detailed in the Quality Assurance Plan.

5.3.2 CFX or FDOT may hold short (1day) training sessions for all inspection personnel biannually, informing them of changes that have been made in inspection and/or reporting procedures. The consultant's inspectors are required to attend.

5.4 Quality Reviews by the Department

5.4.1 FDOT may conduct quality reviews to make certain that the Consultant is in compliance with the requirements cited in the scope of services. These quality reviews shall be performed at different periods during the contract. The Consultant shall be notified prior to any of these quality reviews and shall be required to present all records and certifications upon request.

5.4.2 Quality reviews shall evaluate the adequacy of materials, documentation process, procedures, training, guidance, and staffing included in the execution of this contract.

5.4.3 Any subcontractors or vendors may be included as part of the quality review.

6.0 MATERIALS TO BE FURNISHED BY CFX through partnership with FDOT.

6.1 General

6.1.1 BrM software and a means to access the FDOT BrM database.

6.1.2 TSMA estimated inventory.

6.1.3 Not Applicable.

6.1.4 Example of TSMA intersection sketch.

6.1.5 Example of TSMA horizontal arm / fastener sketch.

6.1.6 Example of TSMA anchor bolt numbering system sketch.

6.1.7 Example of element notes construction.

6.1.8 Policy for Numbering Replacement TSMAs

6.1.9 Self-adhesive node numbers.

6.1.10 Signalization plans and shop drawings if available.

6.1.11 D5 Sign HMLP TSMA Inspection Policy

6.1.12 EDMS Naming Conventions and Attribution

6.1.13 Preventative/Periodic Maintenance Responsibility for Traffic Signal Mast Arms (TSMAs)

7.0 WORK SCHEDULE AND PROGRESS REPORTS

7.1 Notice to Proceed Meeting.

7.1.1 CFX shall conduct a notice to proceed meeting after the Consultant has received the Notice to Proceed letter from CFX. This meeting will include but will not be limited to the following personnel:

CFX Project Manager
Consultant Project Manager
Consultant Deputy Project Manager

7.1.2 CFX will explain the financial and administrative details of the contract, establish any ground rules upon which the work will be conducted, and transfer materials to be furnished by CFX (See section 6.0).

7.1.3 The Consultant will provide CFX with a written quality control procedure, a proposed work schedule, an organization chart, and a proposed cost flow graph.

7.2 Work Schedule

7.2.1 A proposed work schedule shall be submitted to CFX for approval. This schedule shall show how the Consultant anticipates the work will progress from day to day to completion of agreement. The work schedule shall be established in a manner that will insure that TSMA inspections will not be delinquent.

7.2.2 At CFX's option, a cost flow graph shall be submitted that will show anticipated cost flow by monthly increments. The work schedule and cost flow graph shall be in a format acceptable to CFX's Project Manager.

7.2.3 Work that falls behind schedule must be reported to the CFX Project Manager on a daily basis. The report shall contain a detailed explanation why the specific task was not performed according to schedule.

7.2.4 The proposed work schedule, cost flow graph, quality control procedure, organization chart, and a list of major equipment the Consultant will use during the TSMA inspections shall be provided to CFX. The list of major equipment shall indicate if the Consultant owns the equipment, and if not, his plans for obtaining the equipment.

7.3 Progress Reports.

7.3.1 When TSMA inspections are planned to occur, the Consultant shall submit on Monday morning, via e-mail, weekly progress reports that show; 1. Work completed for the previous week as measured against the proposed scheduled; and the proposed work schedule for the up-coming week. Weekly progress reports shall also be prepared and delivered to CFX concurrently with the monthly invoice.

7.3.2 The Consultant shall meet with CFX as deemed necessary by the CFX Project Manager.

7.3.3 The CFX Project Manager will make a judgment on whether work of sufficient quantity has been accomplished by comparing the actual work accomplished against the approved proposed work schedule.

8.0 MISCELLANEOUS

8.1 Legal Proceedings

8.1.1 The Consultant shall serve as an expert witness in any legal proceedings if required by the CFX. The fee for these services shall be established if, and when, they are needed.

8.2 Errors and/or Omissions

8.2.1 The Consultant shall be responsible for the professional quality, technical accuracy and the coordination of all designs, drawings, specifications and other services furnished by the

Consultant under this contract. The Consultant shall, without additional compensation, correct or revise any errors and /or omissions and (approved corrections of same) that result from said firm's substandard performance of the services described in this contract.

8.3 Contradictions
In the event of a contradiction between the provisions of this contract and the Consultant's technical proposal, the provisions of this contract shall apply.

9.0 List of structures to be inspected, Appendix A.

CONSENT AGENDA ITEM
#30

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement

DATE: May 16, 2025

SUBJECT: Approval of Apex Petroleum Corporation as Subcontractor to Jorgensen Contract Services L.L.C. for Roadway and Bridge Maintenance Services – SR 408, SR 417, SR 528 and Goldenrod Road Extension
Contract No. 002062

Board approval of Apex Petroleum Corporation as subcontractor to Jorgensen Contract Services L.L.C. to provide fuel 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:

Don Budnovich, PE
Director of Maintenance

Glenn Pressimone, PE
Chief of Infrastructure

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant: Jorgensen Contract Services LLC Date: 04/30/2025

CFX Contract Name: Roadway & Bridge CFX Contract No.: 002062

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: Apex Petroleum Corporation

Address: 9500 Medical Center Drive #360, Largo MD 20774

Phone No.: 301-773-9009

Federal Employee ID No.: 54-1752825

Registered with Sunbiz: ✓ Yes _____ No Minority Vendor: ✓ Yes _____ No

Description of Services to Be Sublet: Fuel supplier

Estimated Beginning Date of Sublet Services: 05/01/2025

Estimated Completion Date of Sublet Services: 06/30/2029

Estimated Value of Sublet Services*: $ 1,800,000.00

*(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: Yu-Ri Che Yu-Ri Che
(Signature of Consultant Representative)

Vendor Coordinator
Title

Recommended by: _____ Date: May 1, 2025
(Signature of Appropriate CFX Director/Manager)

Approved by: Glenn Pressimone Date: May 12, 2025
Glenn Pressimone (May 12, 2025 20:59 EDT)
(Signature of Appropriate Chief)

Reviewed by: Anath Williams Date: May 13, 2025
Director of Procurement

Revised Sublet: Yes X No _____

Attach Subconsultant's Certificate of Insurance and W-9 Form to this Request.

REV. 08/8/2024

CONSENT AGENDA ITEM
#31

MEMORANDUM

TO: CFX Board Members

FROM: Son Nguyen
Risk Manager

DATE: May 14, 2025

SUBJECT: Approval of Bridges and Plazas Insurance Policy with Zurich American Insurance Company

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Board approval of the fiscal year 2026 Commercial Inland Marine insurance policy with Zurich American Insurance Company (Zurich) in the amount of $2,036,457 is requested. The insurance premium is $1,862,563.22 with $173,893.78 for any potential mid-year additions. This policy covers property damage to bridges, overpasses, toll plaza facilities and resulting loss of revenue. The current policy expires July 01, 2025.

CFX utilizes an independent insurance broker, HUB Florida Public Risk, Inc. (HUB) for the solicitation and evaluation of proposals for insurance coverage. HUB marketed CFX's insurance package to six carriers (Zurich, Hartford, Axa XL, AIG, Travelers, and Liberty Mutual). All but Zurich declined coverage with the main reasons being the susceptibility of the property market in Florida and the high Total Insured Value maintained by CFX. Staff concurs with HUB's recommendation to accept the policy with Zurich.

This policy is included in the OM&A Budget.

Reviewed by: _____

Lisa Lumbard
Chief Financial Officer

Bridges and Toll Plazas Policy Marketing Report
July 1, 2025 to July 1, 2026

The Commercial Inland Marine policy that CFX purchased from Zurich American Insurance Company (Zurich) in 2024 was one year policy that expires on July 1, 2025. This policy covers physical damage to the toll facilities and bridges and loss of revenue caused by that damage.

The policy was marketed to the following carriers in the public risk and infrastructure field. The Hartford, Axa XL, AIG, Travelers, and Liberty Mutual all declined. The major reasons were due to the susceptibility of the property market in Florida and the high Total Insured Value that CFX maintains.

There were more markets this year with some appetite, but only for shared and layered programs. It would take all these direct markets and additional non-direct Excess and Surplus Lines carriers to fill out the limit on these total values. Chubb, SOMPO, HDI Global, Munich Re and Swiss Re could have been involved in this structure but the total cost would be significantly higher.

All markets are increasing rates in this sector due to concern over aging bridge structures and waterborne collisions.

On the Zurich proposal the total loss limit remains at $75,000,000, the waiting period for Loss of Revenue is 14-days and the All-Other Perils deductible is $500,000.

COVERAGE - $75,000,000 Loss Limit	TIV	RATE	TOTAL CHARGE
PHYSICAL DAMAGE (Total Insured Value)	$ 2,116,588,189	.055409664	$ 1,172,794
LOSS OF REVENUE (Toll Revenue)	$ 756,700,000	.077193598	$ 584,123
TOTAL	$ 2,873,288,189		$ 1,756,917
TRIA		0.05	$ 87,205
TOTAL PREMIUM & TRIA			$ 1,844,122
FIGA SURCHARGE			$ 18,441.22
Total			**$ 1,862,563.22**

The 2024 values and premium were as follows:

Total Insured Value	Toll Revenue (10 Days)	Annual Premium
$1,875,211,623	$709,400,000	$1,465,659
Rate: .05012223/$100	Rate: .06432799/$100	

Due to the current market conditions and capacity availability, HUB recommends acceptance of the Bridges and Toll Plaza policy from Zurich.

CONSENT AGENDA ITEM
#32

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*
Director of Procurement

DATE: May 12, 2025

SUBJECT: Approval of Fifth Contract Renewal with Law Enforcement Systems, LLC for Out of State Division of Motor Vehicles (DMV) Lookups
Contract No. 001410

Board approval of the fifth renewal for the above referenced contract with Law Enforcement Systems, LLC in the amount of $944,350.00 for one year beginning on November 1, 2025 and ending October 31, 2026 is requested. The original contract was for three years with renewal options.

The work to be performed includes DMV lookups for unpaid toll transactions incurred by customers with out of state license plates.

Original Contract	$ 1,500,000.00
First Renewal	$ 400,000.00
Second Renewal	$ 450,000.00
Third Renewal	$ 246,832.00
Supplemental Agreement No. 1	$ 495,671.00
Amendment No. 1	$ 0.00
Fourth Renewal	$ 0.00
Fifth Renewal	$ 944,350.00
Total	$ 4,036,853.00

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 NO. 001410, RENEWAL NO. 5

THIS CONTRACT RENEWAL NO. 5 ("Renewal Agreement 5") is made and entered into between Central Florida Expressway Authority, a corporate body politic and agency of the State of Florida, ("CFX"), and Law Enforcement Systems, LLC, hereinafter called ("Consultant"). CFX and Consultant are referred to herein sometimes as a "Party" or the "Parties."

RECITALS

A. On March 16, 2018, CFX and the Consultant executed an Agreement for Consultant to provide registered owner information lookup for unpaid toll transactions incurred by customers with out-of-state license plates ("Agreement").

B. The initial three-year term of the Agreement was from November 1, 2018 through October, 31, 2021.

C. On August 12, 2021, the Parties executed Renewal 1, which extended the agreement term from November 1, 2021 through October 31, 2022.

D. On September 8, 2022, the Parties executed Renewal 2, which extended the agreement term from November 1, 2022 through October 31, 2023.

E. On August 10, 2023, the Parties executed Renewal 3, which extended the agreement term from November 1, 2023 through October 31, 2024.

F. On June 13, 2024, the Parties executed Supplemental Agreement No. 1, which added additional funds to the agreement for services outlined in the Scope of Services.

G. On August 1, 2024, the Parties executed Amendment No. 1, which increases the rates under Section 3 of the Agreement.

H. On November 1, 2024, the Parties executed Renewal 4, which extended the agreement term from November 1, 2024 through October 31, 2025.

I. Pursuant to Section 8 of the Agreement, CFX desires to exercise the fifth renewal option and extend the Agreement term for a period of one year.

Now, Therefore, for and in consideration of the mutual covenants and promises set forth herein, 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. Language added to the Agreement is reflected in **bold/underlining** and deletions from the Agreement are reflected in ~~**bold/strikethrough**~~.

3. Section 8 of the Agreement, titled "Term and Termination," is amended to read as follows:

> The initial term of the contract will be three years beginning the date of the last signature. There may be renewal options. The options to renew are at the sole discretion and election of CFX. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by the Consultant

are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide the Consultant with written notice of its intent at least 60 days prior to the expiration of the initial Contract Term and each renewal if any.

a. **Renewal Term**. **The term of the Agreement is hereby renewed for a period of one (1) year which will begin on November 1, 2025, and end on October 31, 2026 ("Renewal Term No. 5"), unless otherwise extended or terminated as provided for in the Agreement**.

4. Section 3 of the Agreement, titled "Fees," is amended to read as follows:

3.1 The Contract Amount for the Contract **initial** term is a not-to-exceed amount of $1,500,000.00.

a. **Compensation for Renewal Term**. **For Renewal Term No. 5, CFX will pay Consultant a maximum not to exceed $944,350.00 ("Renewal Compensation") at the rates specified in Amendment No. 1 for work actually performed. The Renewal Compensation shall be in addition to the compensation specified for the three-year initial term, Supplemental Agreement No. 1 and Renewal Term No. 1-2 for a total not-to-exceed in the amount of $4,036,853.00.**

b. **Human Trafficking**. **In accordance with Section 787.06(13), Florida Statutes, when a 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 services a s defined in Section 787.06(2)(a), Florida Statutes, such affidavit is hereto attached as CFX-220: Human Trafficking Affidavit.**

5. **Effect on Agreement**. All terms and conditions of the Agreement 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 5 and the Agreement, the provisions of this Renewal Agreement 5 shall take precedence.

6. **Counterpart and Electronic Signatures**. This Renewal Agreement 5 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.

7. **Entire Agreement**. This Renewal Agreement 5, and any documents incorporated, referenced, or attached hereto, contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and/or warranties, whether oral or written, of either of the Parties.

8. **Effective Date**. This Supplemental Agreement shall be effective on the date last signed below.

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have made and executed this Renewal Agreement 5: Central Florida Expressway Authority, signing by and through its Director of Procurement, authorized to execute the same by Board action on the 12th day of June 2025, and Law Enforcement Systems, LLC signing through its undersigned signatory, duly authorized to execute same.

LAW ENFORCEMENT SYSTEMS, LLC

By:_____

Print Name:_____

Title: _____

Date:_____

ATTEST:_____

Secretary or Notary

If Individual, furnish two witnesses:
By:_____
Print Name:_____

By:_____

Print Name:_____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:_____

Print Name: Aneth Williams

Title: Director of Procurement

Date:_____

Reviewed and approved as to form:

By: _____
Cristina T. Berrios
Deputy General Counsel

Date: _____

VN# 32169

Registration Information Subscriber Agreement

Law Enforcement Systems, LLC
a duncan solutions company

This REGISTRATION INFORMATION SUBSCRIBER AGREEMENT ("Agreement") is effective as of the last date set forth below, by and between Law Enforcement Systems, LLC ("LES") with its principal address at 633 West Wisconsin Avenue, Suite 1600, Milwaukee, WI 53203 and Central Florida Expressway Authority (CFX) ("Subscriber") with its principal address at 4974 Orl Tower Rd, Orlando, FL 32807. For purposes of this Agreement, the term "Subscriber" shall include the above named entity's employees, directors, agents, representatives, affiliates, customers, and any additional Authorized Users granted access to the Services and Information by Subscriber; and all references to LES shall include LES's directors, officers, employees, agents, affiliates and assigns. LES and Subscriber may each be referred to individually as Party or together as Parties.

1. SERVICES AND INFORMATION. The services provided by LES include online services, gateway access, filing and processing assistance, consulting and customer service, cost saving strategies, document and form assistance, and other services related to accessing motor vehicle registration and other information by or with the assistance of LES, hereinafter collectively referred to as "Services". All information accessed or retrieved through or related to the Services, including, without limitation, all data, personal information, motor vehicle registration information, search results, reports and files, is hereinafter collectively referred to as "Information". The Information, which primarily consists of motor vehicle registration information, is compiled and maintained by various departments of motor vehicles or similar entities, and in many cases is then compiled and accessed through national databases or similar mediums, operated primarily by private entities, that help facilitate the regulated and controlled exchange of the Information (these DMVs, databases, and other entities are not affiliated with LES and are hereinafter collectively referred to as "DMV data sources"). For the avoidance of doubt, LES is providing Services. All Information is created, maintained, owned and provided entirely by DMV data sources. LES is not responsible for the acts or omissions of DMV data sources or for the Information they provide.

2. ELIGIBILITY. LES does not provide Services to the general public, and Subscriber will only be granted access to Services and Information conditioned upon and subject to the Subscriber certifying that it is permitted to access the Information under the Federal Drivers Privacy Protection Act ("DPPA") and other applicable laws by properly completing the Intended Use Certification ("Certification"), which is incorporated and included herein as Attachment A. Access to the Information is at all times conditioned upon and subject to any requirements of the DMV data sources or applicable local, state, and federal rules and regulations.

3. FEES. For the Services, Subscriber shall pay LES the applicable rates described at Attachment B - the "LES Price List", which is incorporated by reference herein. LES shall invoice Subscriber for all fees and charges incurred and such invoices are due and payable upon receipt.

LES reserves the right to modify its rates and the LES Price List upon thirty (30) days' advance written notice. This ability to modify rates is essential since LES is charged fees by DMV data sources, and their fees can be changed without notice to LES. Notwithstanding the section on Termination below, in the event of a rate increase Subscriber may terminate this Agreement on thirty (30) days' advance written notice.

4. RESTRICTIONS ON USE. Subscriber shall not sell, copy, reproduce, disclose, or transfer, copy in bulk or resell the Information or include the Information in uncontrolled or unsecure documents or communications. Information

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can only be used for its original intended purpose. Information must be kept strictly confidential and must be kept private and secure, in compliance with commercially reasonable standards as well as all applicable privacy and security laws and regulations. Subscriber shall not use the Information for credit granting, credit monitoring, account review, insurance underwriting, employment or any other purpose prohibited by the Fair Credit Reporting Act, 15 U.S.C. Sec. 1681, et seq., ("FCRA"), and other applicable regulations and statutes. Subscriber shall not provide access to the Services or Information to any unauthorized party. Subscriber shall comply with all applicable federal, state and local laws and regulations, including, without limitation, the Driver's Privacy Protection Act ("DPPA") and the FCRA. Breach of this provision will cause termination of Subscriber's access to the Services and Information. LES reserves the right to injunctive and any other relief available at law to protect the Information. Notwithstanding any other provision of this Agreement, LES expressly acknowledges and agrees no provision in this Agreement shall impair Subscriber's right to re-disclose as allowed by 18 U.S.C. § 2721 or Subscriber complying with its obligations under the Florida Public Records Act.

5. USER IDENTIFICATION AND ACCESS. Subscriber shall maintain the confidentiality of its assigned password and user identification allowing access ("Access") to the Services and Information and is responsible for all charges incurred under such Access. Each of Subscriber's Authorized Users shall be assigned a unique user identification name or number ("ID"). The name of each user associated with each ID shall be provided to LES. Subscriber shall ensure that no ID assigned to Subscriber's account is used by more than one individual and that users do not otherwise share IDs. Unless Subscriber is a duly constituted law enforcement or government agency, LES, at its sole discretion, reserves the right to maintain and review records containing inquiry details and other activities performed by Subscriber.

6. CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY. Subscriber acknowledges that it may have access to certain trade secrets and other information of a confidential and proprietary nature, including documents, information, business plans, cost saving strategies, processes and procedures, client and supplier information, and other information or materials, in any form or medium, pertaining to LES and the Services ("Confidential Information"). LES retains all respective intellectual property and ownership rights of, and related to, the Services and the Confidential Information. Such Confidential Information shall be kept strictly confidential by Subscriber using commercially reasonably standards, and shall not be used or disseminated by Subscriber except as narrowly permitted by this Agreement for the purposes contemplated herein. Confidential Information shall not include (i) publicly available information, (ii) information independently discovered or developed by Subscriber without the use of any Confidential Information, and (iii) information rightfully in Subscriber's possession free from any confidentiality obligations or restrictions. It shall not be a violation of this provision to narrowly disclose Confidential Information as required by law or pursuant to a valid court order, subject to cooperating with and providing advance notice to LES so that LES may seek a protective order. LES reserves the right to seek injunctive and any other relief available at law to protect its Confidential Information.

7. LIMITATION OF LIABLITY. Subscriber acknowledges and understands that LES relies on third parties, including state and local governments, compilers and reporters of public records, and others in providing the Services and Information, including but not limited to DMV data sources. THE SERVICES AND INFORMATION ARE PROVIDED 'AS IS' AND 'AS AVAILABLE' WITHOUT WARRANTY, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Neither LES nor any third party shall be liable to Subscriber, or to any other party, for any damages, costs, expenses, or losses arising from or caused in whole or in part by (i) errors or omissions in the Services or Information; (ii) any Interruption in the Services or

access to the Information; (iii) LES's or any third party 's acts or omissions in procuring, compiling, interpreting, reporting or delivering the Information; or (iv) otherwise providing the Services. Notwithstanding this paragraph, in the event that LES or any third party is found liable by a court of competent jurisdiction for any damages for any reason that in any way relating to Subscriber's use of the Services or the Information, such damages shall be limited to the amount actually paid by Subscriber for the Services and the Information.

IN NO EVENT SHALL LES BE LIABLE TO SUBSCRIBER OR ANY OTHER PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, COSTS, EXPENSES, FEES, LOST PROFITS OR OTHER LOSSES EVEN IF ADVISED OF THE POSSIBILITY OF SUCH.

8. TERM AND TERMINATION. The term of this Agreement shall be three (3) calendar years from the date of execution by LES. After the expiration of the initial three (3) calendar year term, this Agreement shall automatically renew for additional one (1) year terms unless non-renewed by either Party upon sixty (60) days advance written notice. This Agreement may be terminated at any time by either Party upon thirty (30) days prior written notice to the other Party. LES reserves the right to suspend access, or immediately terminate this Agreement, if Subscriber breaches any material provision of this Agreement.

In the event of termination of this Agreement, all payments due by Subscriber, whether or not invoiced at the time of termination, shall become payable immediately and shall only include payment for services received and expenses incurred as of the date of termination. Upon any such termination, Subscriber shall cease using the Services and Information and shall promptly return or delete all software, manuals, materials and documentation provided which relate to the Services.

9. ENTIRE AGREEMENT. This Agreement together with the attachments and/or addendums, if applicable, is the exclusive agreement of the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations and statements whether written or oral. Subscriber acknowledges and agrees that no terms and conditions set forth in any purchase order or other document of Subscriber apply. Except for any changes to the LES Price List, this Agreement may be amended only upon the written consent of both Parties.

10. AUDIT. To ensure compliance with this Agreement and applicable laws, LES reserves the right to perform an audit of the Subscriber no more than once during any 12 month period. The Subscriber shall provide LES with reasonably requested information, which may include information, documents and data about (i) the end user, (ii) reason the data was requested, (iii) information and copies of violations or citations, and (iv) information or statements affirming that all data provided by LES has been used consistent with the terms of this Agreement. The Subscriber shall promptly comply with the audit and promptly provide reasonably requested information, generally in less than ten (10) business days. Failure to do so may be cause for immediate termination of this

Agreement and all Services. Upon LES' review of all audit materials provided by the Subscriber, a breach of this Agreement will be grounds for an immediate suspension of Services and possible termination of this Agreement until such time as LES reasonably determines compliance can be or has been restored by the Subscriber. LES reserves the right to injunctive and any other relief available at law to protect the Information. LES will notify the Subscriber of the results of any audit.

11. RELATIONSHIP AND ADVERTISING. This Agreement does not create any relationship of agency, partnership or joint venture between any of the Parties. Nothing in this Agreement gives the Subscriber the right to use LES' (or

any affiliated companies, parent organizations, or clients) logos, trademarks, trade names, or other corporate names or marks without the written consent of LES. No information about, or provided by, LES may be used by the Subscriber in any advertising or marketing, client list, reference, study, or in any other work or product without the prior written consent of LES.

12. MISCELLANEOUS. (a) Except for any changes to the LES Price List or as otherwise provided herein, any notice required or permitted to be sent under this Agreement shall be in writing and sent by prepaid regular first-class certified mail return receipt requested, or by overnight courier to the addresses specified above, or such address either party may specify in writing. **(b)** Subscriber may not assign this Agreement or any rights hereunder, without the prior written consent of LES. **(c)** Should any term or condition of this Agreement be declared illegal or unenforceable, such illegality or unenforceability shall not affect any other term or condition hereof. **(d)** The provisions of Sections 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13(c & e) shall survive the termination of this Agreement, for any reason. **(e)** This Agreement is governed and construed in accordance with the laws of the State of Florida, without reference to any conflicts of laws principles. Venue for any cause of action arising out of or related to this Agreement shall be mandatory in Orange County, Florida.

EXECUTION OF THIS AGREEMENT DOES NOT CONSTITUTE AN OFFER TO PROVIDE SERVICES BY LES AND IS NOT BINDING UNTIL SUBSCRIBER HAS BEEN APPROVED BY LES FOLLOWING THE SUBSCRIBER QUALIFICATION PROCESS AND HAS BEEN ISSUED A USER IDENTIFICATION NUMBER AND PASSWORD BY LES.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date last written below:

CENTRAL FLORIDA EXPRESSWAY AUTHORITY:		**LAW ENFORCEMENT SYSTEMS, LLC**	
Signature:		Signature:	
Printed Name:	Aneth Williams	Printed Name:	Tim Wemlek
Title:	Dir. of Procurement	Title:	CEO
Date:	3/16/18	Date:	3-12-18

REVIEWED AND APPROVED
BY LEGAL Linda S Brown 3/15/18

Registration Information Subscriber Agreement

Attachment A - Subscriber Intended Use Certification ("Certification")

Subscriber represents and warrants that Subscriber is either a (i) a duly constituted law enforcement or other governmental agency; (ii) a company with a genuine and legitimate business need for the Services and the Information for the uses identified in this Certification; (iii) a licensed professional in good standing, and (iv) that Subscriber access and use of the information will at all times comply with the DPPA and all other applicable laws and regulations. Subscriber shall provide proof of licensure upon request of LES, and shall promptly notify LES of any change affecting this Certification or Subscriber's eligibility to use the Services or access the Information as described in the Agreement.

Regulations require that you certify your intended use of the Services and Information being made available to you and that your use of such is in compliance with the DPPA and all other applicable federal, state and local laws governing dissemination of public records. Please specify your intended use(s) for the Services and Information (check all that apply).

____ Law Enforcement

_✓_ Federal, State or local government purposes

____ For use by a government agency, including any court or law enforcement agency, in carrying out its functions, or any private person or entity acting on behalf of a Federal, State or local agency in carrying out its functions

____ In connection with any civil, criminal, administrative, or arbitration proceeding in any Federal, State, or local court or agency or before any self-regulatory body, including the service of process, investigation in anticipation of litigation, and the execution or enforcement of judgments and orders, or pursuant to an order of a Federal, State, or local court

____ Private toll transportation facility

____ Other use(s) not defined above (must describe in detail)_____

_____

_____

_____

_____

_____

SUBSCRIBER AGREES TO USE THE SERVICES AND INFORMATION ONLY FOR THE PURPOSE(S) SPECIFIED ABOVE AND ONLY FOR THE SUBSCRIBER'S EXCLUSIVE USE IN THE ORDINARY COURSE OF BUSINESS AND NOT FOR RESALE OR OTHER DISSEMINATION, UNLESS IDENTIFIED IN THE SECTION BELOW TITLED "AUTHORIZED USER ACKNOWLEDGEMENT". EXECUTION OF THIS CERTIFICATION DOES NOT CONSTITUTE AN OFFER TO PROVIDE SERVICES BY LES.

Registration Information Subscriber Agreement

Attachment B - DMV Lookup Services - LES Price List

LES will supply registered owner information as supplied by DMV data sources, at the price of **$1.00 per "hit"** or return of data (unless otherwise noted for select states in the table below). Multiple requests for the same plate in one request batch will be considered one request. Other information regarding this service:

- Data will be exchanged using LES' secure FTP site.
- LES will provide data format.
- For states that require additional formal agreements (noted with * on the list below) LES will supply the necessary state forms required to be completed and executed by the requesting entity, and assist with the documentation flow.
- LES will supply forms for Nlets ORI/S-ORI access (National Law Enforcement Telecommunication System, Originating Agency Identifier) with either full or restricted access, indicated by an "S"). The Nlets database provides integrated access to multiple state DMVs. Full or restricted access is granted by the Nlets organization based on the requesting agency's law enforcement authority level.
- Connecticut requires that all notices sent to citizens be reviewed by the DMV prior to access approval.
- Turnaround times below are approximate and are not guaranteed, based on state agency responsiveness.

DMV Registered Owner Information Approximate Turnaround Times by State			
1– 10 Day Retrieval		Available With Nlets S-ORI	Available With Nlets Full ORI
Alabama	Missouri	Utah	Hawaii
Alaska	Montana		New Hampshire
Arkansas	Nebraska		Pennsylvania
Arizona	Nevada		
California*	New Jersey		
Colorado	New Mexico		**Canadian:**
Connecticut*	New York*		Alberta
Delaware	North Carolina		British Columbia
Florida	North Dakota		Manitoba
Georgia	Ohio		Nova Scotia
Idaho	Oklahoma		Ontario
Iowa*	Oregon*		Prince Edward Island
Illinois	Pennsylvania		Saskatchewan
Indiana	Rhode Island		
Kansas	South Carolina		
Kentucky	South Dakota		
Louisiana	Tennessee		
Maine	Utah		
Maryland	Vermont		
Massachusetts	Virginia*		
Michigan*	Washington		
Minnesota	West Virginia		
Mississippi	Wisconsin		
	Washington, DC		
***Requires state forms to be completed**			

CONSENT AGENDA ITEM
#33

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement

DATE: May 16, 2025

SUBJECT: Approval of First Contract Renewal with AllianceOne Receivables Management, Inc. for CFX Customer Service Operations
Contract No. 001653

Board approval of the first renewal for the above referenced contract with AllianceOne Receivables Management, Inc. in the amount of $23,497,866.30 for one year beginning September 1, 2025 and ending August 31, 2026 is requested. The original contract was for five years with five one-year renewals.

The work to be performed includes providing customer service for CFX.

Original Contract	$ 87,170,217.64
Amendment No. 1	$ 0.00
Supplemental Agreement Nos. 1-3	$ 0.00
Amendment No. 2	$ 0.00
Supplemental Agreement Nos. 4-8	$ 0.00
First Renewal	$ 23,497,866.30
Total	$110,668,083.94

This contract is included in the OM&A Budget.

Reviewed by:

David Wynne
Director of Toll Operations

Jim Greer
Chief of Technology & Operations

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT NO. 001653, RENEWAL NO. 1

THIS RENEWAL AGREEMENT (**"Renewal"**) is made and entered into between **Central Florida Expressway Authority** (**"CFX"**) and **AllianceOne Receivables Management, Inc.** (**"Contractor"**) for good and valuable consideration, the sufficiency of which is hereby mutually acknowledged. CFX and Contractor may be referenced individually as a **"Party"** or collectively as the **"Parties"**.

A. Renewal of Agreement. The Parties hereto agree as follows:

(1) The agreement between the Parties identified as **Contract No. 001653**, inclusive of any existing prior amendments, supplemental agreements, renewals, and/or extensions thereto (collectively, the **"Agreement"**) is hereby renewed by extension of the Agreement's term, with such **"Renewal Term"** beginning on **09/01/2025** and expiring on **08/31/2026**. There are **4** renewal options left on this Agreement.

(2) This Renewal shall extend the applicability of the Agreement's "Not to Exceed" Contract Amount of **$87,170,217.64** to include the Renewal Term; however, additional funding for the Renewal Term, if any, shall be limited to the amount provided in **Paragraph B: Additional Compensation** below.

B. Additional Compensation. The Parties agree to amend the Agreement's "Not to Exceed" Contract Amount as follows:

(select one)

☐ No amendment (**$0.00** increase).

☒ An increase of **$23,497,866.30**, thereby amending the "Not to Exceed" Contract Amount for the Agreement, inclusive of the Renewal Term, to: **$110,668,083.94**.

C. Additional Amendments. Effective as of the beginning of the Renewal Term, the Parties hereto agree to the following:

(1) Contractor is aware that CFX desires to relocate the Contractor's workforce on the project from the current location at 4974 ORL Tower Road to a yet to be identified location (Call Center) and also to 525 South Magnolia Avenue (Walkin/Backoffice Center). CFX will be responsible for the procurement of the physical facilities as well as the build-out of the facilities which includes furnishings and local network. Contractor will continue to be responsible for running the operation on their own segmented network from CFX. The date of relocation will be determined at CFX's discretion; however, Contractor will be provided a minimum six month advanced notice.

(2) Contractor will take responsibility for supplying all the equipment needed to maintain the ability to process outgoing and incoming mail. Examples of this equipment would be postage machine, postage scale, sorter, opener or other machines as needed. The mail included would be any needed letters, transponders, invoices and any other mailings as required. Mailings currently being handled by CFX's contracted print house would be excluded from this requirement. The expenses associated with this change will be allowed as a "pass through" on the contract and billable to CFX.

(3) Contractor will be responsible for the funding of the required postage for the mailings as this

will be a "pass through" cost. Contractor will invoice CFX for any used postage on a monthly basis as a part of the normal invoicing process.

(4) Airport parking and badging expenses for staff working on the Visitor Toll Pass Project will now be a covered as a "pass through" cost to be billed to CFX on the monthly invoice.

(5) Contractor has agreed to increase the minimum starting rates for the positions listed on **Attachment "A"** hereto; all other rates and fees shall remain as provided in **Exhibit "B"** to the Agreement.

D. **Human Trafficking.** In accordance with Section 787.06(13), Florida Statutes, when a contract is executed, renewed, or extended between a private entity and CFX, such private entity must provide an affidavit signed by an officer or a representative to CFX under penalty of perjury attesting the private entity does not use coercion for labor or services, as defined in Section 787.06(2)(a), Florida Statutes. Such affidavit is hereto attached as **CFX-220: Human Trafficking Affidavit**.

E. **Counterpart and Electronic Signatures.** This Renewal 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.

F. **Binding Effect.** To the extent not amended by this Renewal, the Parties hereby reaffirm all terms and conditions in the Agreement, which are hereby incorporated into this Renewal and shall remain in full force and effect. To the extent there is a conflict between the terms of this Renewal and the Agreement, the terms and conditions of this Renewal shall prevail. This Renewal and the Agreement shall together represent the full agreement between the Parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, effective as of the latter execution date below, the Parties have made and executed this Renewal: CFX, signing by and through its Director of Procurement, authorized to execute the same, and Contractor signing through its undersigned signatory, duly authorized to execute same.

ALLIANCEONE RECEIVABLES MANAGEMENT, INC.	**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**
By: _____	By: _____
Print Name: _____	Print Name: Aneth Williams
Title: _____	Title: Director of Procurement
Date: _____	Date: _____
ATTEST: _____ (SEAL) Secretary or Notary	Reviewed and approved as to form for the exclusive reliance of CFX on: 05/27/2025
	By: _____ Cristina T. Berrios CFX Deputy General Counsel

SUPPLEMENTAL AGREEMENT NO. 8
CONTRACT NO. 001653
FOR
CFX CUSTOMER SERVICE OPERATIONS

THIS SUPPLEMENTAL AGREEMENT NO. 8 ("Supplemental Agreement No.8") 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 AllianceOne Receivables Management, Inc., a foreign profit corporation registered and authorized to do business in the State of Florida, hereinafter called the "Contractor".

A. CFX and Contractor entered into an Agreement for CFX Customer Services Operations, executed July 6, 2020; Amendment No. 1 executed July 6, 2020; Supplemental Agreement No. 1 executed September 14, 2020; Supplemental Agreement No. 2 executed January 1, 2021; Supplemental Agreement No. 3 executed March 2, 2021, Amendment No. 2 executed April 14, 2021; Supplemental Agreement No. 4 executed June 5, 2023; Supplemental Agreement No. 5 executed August 18, 2023; Supplemental Agreement No. 6 executed September 30, 2024; and Supplemental Agreement No. 7 executed October 22, 2024 (collectively, the "Agreement").

B. CFX and Contractor desire to amend the agreement to provide for temporary staffing and Visitor Toll Pass expenses.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, CFX and the Contractor agree as follows:

1. CFX has identified a candidate currently employed by the Contractor who is being considered for CFX's Supervisor of Training and Quality position on a temporary basis. If

successful as determined in CFX's sole discretion, the candidate may be transitioned to the position within six to twelve months.

a. During the time that the candidate is performing the duties of the position, Contractor will invoice CFX a bill rate multiplier not to exceed 1.2, and an annual starting salary of $63,000.00 plus benefits for this position as per the Contractor's offer letter attached as Attachment "A".

2. CFX hereby authorizes the Contractor to incorporate all Visitor Toll Pass expenses (badging, parking and uniforms) whenever they occur into the monthly invoice. Supporting documentation of such expenditures (e.g. invoices/receipts that identify the expenditures) must accompany such invoices.

3. CFX and the Contractor stipulate that this Supplemental Agreement No. 8 does not increase the compensation specified in the Agreement. The Total Contract Amount remains unchanged at $87,170,217.64.

4. Supplemental Agreement No. 8 will become effective upon execution by the parties.

5. All provisions of the Agreement 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 Supplemental Agreement No. 8 and the Agreement, the provisions of Supplemental Agreement No. 8 shall take precedence.

[Remainder of the page intentionally blank.]

IN WITNESS WHEREOF, the parties have made and executed this Supplemental Agreement No. 8: Central Florida Expressway Authority, signing by and through its Director of Procurement, authorized to execute same, and AllianceOne Receivables Management, Inc., signing through its undersigned signatory, duly authorized to execute same.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams Date: 12/31/2024

Print Name: Aneth Williams Title: Director of Procurement

ALLIANCEONE RECEIVABLES MANAGEMENT, INC.

By: Harry Neerenberg Date: Monday, December 30, 2024

Print Name: Harry Neerenberg Title: CFO

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: 2024.12.30 18:35:00 -05'00' Date: December 30, 2024

Print Name: Angela J. Wallace Title: General Counsel

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SUPPLEMENTAL AGREEMENT

between

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

and

ALLIANCEONE RECEIVABLES MANAGEMENT, INC.

Regarding

CONTRACT NO. 001653

Related to the provision of

CFX CUSTOMER SERVICE OPERATIONS

THIS SEVENTH SUPPLEMENTAL AGREEMENT ("Seventh 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 ALLIANCEONE RECEIVABLES MANAGEMENT, INC., a foreign profit corporation registered and authorized to do business in the State of Florida, CONTRACTOR, hereinafter called the "CONTRACTOR".

WHEREAS, CFX and CONTRACTOR entered into that certain Agreement for Professional Services between CFX and the CONTRACTOR, dated June 12, 2020 (collectively, "Agreement"); and

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WHEREAS, the Agreement stipulates, "CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of a Contractor to perform CFX Customer Service Operations under Contract No. 001653, and related tasks as may be assigned to the Contractor by CFX."

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Seventh Supplemental Agreement, CFX and the CONTRACTOR agree as follows:

1. CFX hereby authorizes the CONTRACTOR to proceed with additional services as outlined in the CONTRACTOR's IVR Enhancement Scope Document which is attached hereto as Exhibit "A-1" 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. CFX and the
2. CONTRACTOR agree to the schedule outlined in Exhibit A-2. Dates will be adjusted, accordingly, once CFX issues a Notice to Proceed.
3. CFX and the CONTRACTOR stipulate that this Seventh Supplemental Agreement does not add any funds to the Agreement dated June 12, 2020. The Total Contract Amount remains unchanged at $87,170,217.64.
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 Seventh Supplemental Agreement and the Agreement, or any existing supplements or amendments thereto, the provisions of this Seventh Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

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IN WITNESS WHEREOF, the parties have made and executed this Seventh Supplemental Agreement: CENTRAL FLORIDA EXPRESSWAY AUTHORITY, signing by and through its Director of Procurement, and ALLIANCEONE RECEIVABLES MANAGEMENT, INC. signing through its CFO, duly authorized to execute same.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams Date: 10/22/2024

Print Name: Aneth Williams Title: Director of Procurement

ALLIANCEONE RECEIVABLES MANAGEMENT, INC.

By: DocuSigned by: Harry Neerenberg F5F9BDE945044B8... Date: 9/19/2024

Print Name: Harry Neerenberg Title: CFO

Approved as to form and execution for Central Florida Expressway Authority's exclusive use and reliance.

By: Date: 10/22/2024

Print Name: Cristina T. Berrios Title: Deputy General Counsel

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Contract No. 001653

Teleperformance

Exhibit A-1

IVR Enhancement Scope Document

Central Florida Expressway Authority

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Table of Contents

OVERVIEW 3
Purpose of This Document 3
Contact Information 3
TP Project Lead 3
CFX Project Lead 3
Version Control 3
BUSINESS INFORMATION 3
Customer Account Information 3
Business Purpose 3
Scope of Project 4
Dependency: 4
Call Flow: 4
Success Criteria 4
Studio Scripts Changed or Added 5
EFFORT ESTIMATION 5
Quoted Billing Cost 5
ACKNOWLEDGEMENT & SIGN-OFF 5
Customer Acceptance 5

Docusign Envelope ID: B292665E-4D46-4020-8E4C-101CBA2DE381

OVERVIEW

Purpose of This Document

This Change Request Document (CRD) will include all requested changes to the current design of the inContact infrastructure. It will also include detailed technical requirements being altered or added to the inContact design. The CRD is also a blueprint for development.

Contact Information

TP Project Lead

Name: Karthik Mendi
Contact #: NA
E-Mail: karthik.mendi@teleperformance.com

CFX Project Lead

Name:
Contact #:
E-Mail:

Version Control

Doc Version	Created by	Additional Reviewer(s)	Details / Comments
1.0	Karthik Mendi	Gokulnath R	Review outcome based proposal for CFX IVR Enhancement – in NICE InContact

BUSINESS INFORMATION

Customer Account Information

Cluster: C37
Business Unit Number: 4600271

Business Purpose

To modify the existing call flow with the below changes

1. To Change the Menu Options.
2. Integration to support data look-up via web services call and return of variables from the CRM.
3. To make the customer Payments more efficient in the IVR.
4. Adding multiple payment options to the customer.
5. Adding Screen-POP to the agent.
6. To Change the authentication Process.

7. Modify queue logic.

Scope of Project

1) To change the Main Menu Options
2) API Search through Licence Plate Number
3) API Search through Reference Number
4) Getting the License plate number (Alpha numeric) from customer through ASR
5) Once Payment Completed, playing back the new balance.
6) Wrong entries mechanism
7) API to find out PBP/UTC invoice Linked to e-pass account.
8) API to find out the customer have more than 3 PBP/UTC invoices.
9) API to understand CC is Valid
10) Notifying the customer, they have valid CC or not.
11) Providing information about more PBP/UTC linked to E-Pass account.
12) Authenticating the customer
    a) Call from Known number – IVR Requests last 4 digits of account / cc number.
    b) Call from unknown number – IVR requests complete account number and LPN number to authenticate.
13) For Unknown number IVR asks customer to add the number.
14) API to add money to E-PASS account.
15) API to get last 5 toll transactions.
16) API to get last 5 payments.
17) Playing back those 5 toll or payment transaction details to the customer.
18) Screen-POPs to the agent.
19) Queue modifications.

Dependency:

- Any APIs related to the IVR should be provided by customer.
- Any Prompts should be provided by customer. (English or Spanish)
- Any documentation related to the IVR flow or API or Process related needs to be provided by customer.

Call Flow:

Visio-IVR - Draft_v1.pdf

Success Criteria

- ✓ Customer will listen their new menu options.
- ✓ Customer can authenticate either by last 4 digits of CC or Account Number.
- ✓ Able to provide invoice information based on LCN or document number.
- ✓ Able to do multiple payments.

- ✓ Customer can listen last 5 transaction or payment details in the IVR.
- ✓ Able to do ANI based search to understand caller is known or unknown.

Studio Scripts Changed or Added

TP will Create new DEV Scripts. CFX will test in the DEV environment. When ready for production, TP will move the Scripts from DEV to PROD.

EFFORT ESTIMATION

Quoted Billing Cost

TP has provided a list of quoted hours and the associated cost for this requested change.
This cost will be in addition to the original implementation.

Phase 1: VOICE (IVR Changes, API Integration)	Estimated Duration(hrs)	Cost (USD)
Requirement Gathering	16	
Build and QA testing	50	
UAT	20	
Go Live and Post - production support	12	
Total	98	$14,700

ACKNOWLEDGEMENT & SIGN-OFF

Please carefully review this document. The items specifically listed in this Change Request Document will be completed as modifications to the existing inContact build.

To accept this Change Request as a complete design of the project, please sign and date where indicated and return it back to your Project Manager. If you have any questions or concerns, please contact your Project Manager prior to signing and agreeing to these modifications.

Customer Acceptance
Signed:
By:
Title:
Date:

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CFX - IVR Enhancement - Project Plan

Implementation Roadmap (Targeted)

Item	Task Name	Estimated Start Date	Estimated Completion Date	Timeline (Days)	Status
1	IVR Call Flow Development	2-Sep	9-Sep		
1.a	Adding Main Menu	2-Sep	4-Sep	2	
1.b	Queue Modifications	4-Sep	5-Sep	1	
1.c	Handling Wrong entry Mechanism	5-Sep	9-Sep	2	
1.d	Developing new call flows for PBP/UTC and E-pass customer	5-Sep	9-Sep	2	
2	a) Getting the License plate number (Alpha numeric) from customer through ASR (needs to be enabled in NICE) b) API Search through License Plate Number	5-Sep	9-Sep	2	
3	a) Getting the reference number from customer b) API Search through Reference Number	10-Sep	12-Sep	2	
4	a) API to understand customer has a valid CC/no cc info b) Notifying the customer, they have valid CC or not.	13-Sep	17-Sep	2	
5	Screen-pop to the agent -- we can display customer information to the agent based on the ANI LOOKUP or any information we get in the IVR(API CALL)	18-Sep	20-Sep	2	
6	API to Authenticate the customers a) Call from Known number – IVR Requests last 4 digits of account / cc number. b) Call from unknown number – IVR requests complete account number and LPN number to authenticate.	23-Sep	26-Sep	3	
7	API to add the new customer phone number to DB	27-Sep	1-Oct	2	
8	API to add money to E-PASS account.	2-Oct	4-Oct	2	
9	a) API to get last 5 toll transactions. b) API to get last 5 payments. c) Playing back those 5 toll or payment transaction details to the customer.	7-Oct	10-Oct	3	
10	a) API to find out PBP/UTC invoice Linked to e-pass account. B) API to find out the customer have more than 3 PBP/UTC invoices.	11-Oct	16-Oct	3	
11	a) Payment API result should include new PBP/UTC balance b) Once Payment Completed, playing back the new PBP/UTC balance.	17-Oct	22-Oct	3	
12	Creating new custom reports or enhance the old reports	23-Oct	28-Oct	3	
13	QA Testing	29-Oct	5-Nov	5	

Duration 41

Docusign Envelope ID: B292665E-4D46-4020-8E4C-101CBA2DE381

SUPPLEMENTAL AGREEMENT

between

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

and

ALLIANCEONE RECEIVABLES MANAGEMENT, INC.

regarding

CONTRACT NO. 001653

related to the provision of

CFX CUSTOMER SERVICE OPERATIONS

THIS SIXTH SUPPLEMENTAL AGREEMENT ("Sixth 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 ALLIANCEONE RECEIVABLES MANAGEMENT, INC.("CONTRACTOR"), a Foreign Profit Corporation, registered to do business in the State of Florida, in consideration of the mutual covenants contained herein and for other good and valuable considerations, the receipt and sufficiency of which are hereby mutually acknowledged. CFX and CONTRACTOR may be herein referred to individually as the "party" or collectively as the "parties".

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WHEREAS, CFX and CONTRACTOR entered into that certain Agreement for CFX CUSTOMER SERVICE OPERATIONS between CFX and the CONTRACTOR, dated June 11, 2020, ("Agreement"); and

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Supplemental Agreement, CFX and the CONTRACTOR agree as follows:

1. To increase the number of Toll Enforcement Officers currently working on the E-PASS project by one. CFX has identified a candidate currently employed by the CONTRACTOR to hire in this position on a temporary to permanent basis and intend to transition this position to CFX within twelve months.
    a. CONTRACTOR will invoice CFX a bill rate multiplier not to exceed 1.2, and an annual starting salary of $60,000.00 plus benefits for this position. Monthly invoice would be approximately $6,000.00.
    b. The Total Contract Amount remains unchanged at $87,170,217.64.

2. Amendment to Include Florida Eligibility Provisions

2.1 In compliance with Florida Law, the Contract is hereby amended to include the following provisions, to the extent that they were not already included therein:

A. **E-Verification**

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.

Docusign Envelope ID: B292665E-4D46-4020-8E4C-101CBA2DE381

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: (a) 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 (b) 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.

B. **Public Entity Crimes**. CONTRACTOR hereby represents, warrants, and certifies that: (1) 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; (2) 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 (3) 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.

C. **Scrutinized Companies**

1. CONTRACTOR hereby represents, warrants, and certifies to the following: (a) 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 (b) 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.

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2. If the Contract value meets or exceeds $1,000,000.00, then CONTRACTOR hereby additionally represents, warrants, and certifies that: (a) 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 (b) CONTRACTOR is not engaged in business operations in Cuba or Syria.
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: (a) either of the above certifications are found to have been false; (b) CONTRACTOR is found to have been placed on any of the applicable lists referenced in this provision at any time; and/or (c) if CONTRACTOR becomes engaged in business operations in Cuba or Syria or any boycott of Israel.

D. **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: (1) may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; (2) 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; (3) may not submit bids, proposals, or replies on leases of real property to a public entity; (4) may not be awarded or perform work as a contractor, supplier, subcontractor, or CONTRACTOR under a contract with any public entity; and (5) may not transact business with any public entity.

E. **Countries of Foreign Concern**

Docusign Envelope ID: B292665E-4D46-4020-8E4C-101CBA2DE381

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.

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: (1) CONTRACTOR is owned by the government of a foreign country of concern; (2) the government of a foreign country of concern has a controlling interest, as defined in Section 287.138(1), Florida Statutes, in CONTRACTOR; or (3) 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).

   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), including without limitation: (1) 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 (2) 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

Docusign Envelope ID: B292665E-4D46-4020-8E4C-101CBA2DE381

Contract for cause if CONTRACTOR is found to be in violation of this provision, Section 287 .138, Florida Statutes, and/or its affidavit.

F. **Common Carrier**

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.
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.

G. **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 services as defined in Section 787.06(2)(a), Florida Statutes. Such affidavit is hereto attached as **CFX-220: Human**

Docusign Envelope ID: B292665E-4D46-4020-8E4C-101CBA2DE381

Trafficking Affidavit.

2.2 **Incorporation of Florida Vendor Eligibility Provision Forms**

A. CONTRACTOR has executed specific certifications, affidavits, and attestations regarding the various provisions in this Article by use of the following forms provided by CFX:

CFX-200: E-Verification Use and Registration Certification

CFX-210: Certifications Regarding Vendor Eligibility

CFX 220: Human Trafficking Affidavit

CFX-230: Common Carrier Attestation

CFX-240: Foreign Countries of Concern Affidavit

B. All such forms are hereby incorporated into the Contract and serve as a material part thereof. If for any reason CONTRACTOR has not yet executed any such forms: (1) 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 (2) any failure of CONTRACTOR to do shall be cause for termination of this Contract by CFX.

3. **Full Force and Effect**

Unless otherwise modified herein, all terms and conditions of the Contract are hereby re-affirmed by the parties and shall remain in full force and effect, the same as if they had been set forth in this First Supplement. In the event of a conflict between the provisions of this First Supplement and the Contract, the provisions of this First Supplement shall take precedence.

[SIGNATURES ON FOLLOWING PAGE]

Docusign Envelope ID: B292665E-4D46-4020-8E4C-101CBA2DE381

IN WITNESS WHEREOF, the parties have made and executed this Supplemental Agreement: CENTRAL FLORIDA EXPRESSWAY AUTHORITY, signing by and through its Director of Procurement, and ALLIANCEONE RECEIVABLE MANAGEMENT, INC. signing through its _____, duly authorized to execute same.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams Date: 09/30/2024

Print Name: Aneth Williams Title: Director of Procurement

ALLIANCEONE RECEIVABLES MANAGEMENT, INC.

By: DocuSigned by: Harry Neerenberg F5F9BDE945044B8... Date: 9/19/2024

Print Name: Harry Neerenberg Title: CFO

Approved as to form and execution for Central Florida Expressway Authority's exclusive use and reliance.

By: Date: 09/30/24

Print Name: Cristina T. Berrios Title: Deputy General Counsel

DocuSign Envelope ID: BD54D361-4846-492E-BA0E-B9AA133373EA

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CFX CUSTOMER SERVICE OPERATIONS CENTER
CONTRACT NO. 001653
SUPPLEMENTAL AGREEMENT NO. 5

This Supplemental Agreement No. 5 ("Supplemental Agreement") is entered into this 6th day of July 2023, by and between Central Florida Expressway Authority ("CFX") and AllianceOne Receivables Management, Inc. ("CONTRACTOR").

WITNESSETH:

WHEREAS, CFX and the CONTRACTOR on June 11, 2020, entered into an agreement ("the Contract") whereby CFX retained the CONTRACTOR to perform CFX Customer Service Operations and

WHEREAS, CFX has determined it necessary to revise the Method of Compensation Section, Sub-section 2.5 of the Agreement, by adding the text that is underlined as follows:

> "2.5 Payment will be made to the Contractor based on the number of manhours worked for each personnel classification, as determined by CFX, multiplied by the Contract hourly rate for the classification. Payment for holiday, vacation, training, and sick days are nonbillable to CFX and shall be factored in the unit price for personnel required. <u>At the sole discretion of CFX, CFX may allow the Contractor to bill CFX for up to four weeks of severance pay for any employee leaving the project as a part of manpower reduction due to technology upgrades.</u>"

WHEREAS, the CONTRACTOR hereby agrees to the above revision to the Method of Compensation and that no additional funds are required to be added to the contract due to this change.

CFX and CONTRACTOR agree that this Supplemental Agreement No. 5 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, except insofar as the same is altered and amended by this Supplemental Agreement No. 5; that acceptance of this Supplemental Agreement No. 5 signifies the CONTRACTOR's complete and total claim for the terms and conditions of the same.

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties agree to the terms outlined above.

All other provisions of the Contract shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of

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this Supplemental Agreement and any supplements and amendments made previously thereto, the provisions of this Supplemental Agreement shall take precedence.

This Supplemental 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 THEREOF, the parties hereto have caused these presents to be executed on the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Date: 2023.08.18 16:01:35 -04'00'

Aneth Williams, Director of Procurement

ALLIANCEONE RECEIVABLES MANAGEMENT, INC.

DocuSigned by: Harry Neerenberg F5F9BDE945044B8...

By: _____

Print Name: Harry Neerenberg

Title: CFO

DocuSigned by: Jason Koontz 149AFC5F913645B...

Attest: _____

Title: SVP Operations

Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this 17th day of August, 2023 for its exclusive use and reliance.

By: Jo O. Thacker

Diego "Woody" Rodriguez, General Counsel

Jo O. Thacker

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CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CFX CUSTOMER SERVICE OPERATIONS CENTER
CONTRACT NO. 001653
SUPPLEMENTAL AGREEMENT NO. 4

This Supplemental Agreement No. 4 ("Supplemental Agreement") is entered into this 19th day of April 2023, by and between Central Florida Expressway Authority ("CFX") and AllianceOne Receivables Management, Inc. ("CONTRACTOR").

WITNESSETH:

WHEREAS, CFX and the CONTRACTOR on June 11, 2020, entered into an agreement ("the Contract") whereby CFX retained the CONTRACTOR to perform CFX Customer Service Operations and

WHEREAS, CFX have determined it necessary to revise the bill rates as well as the new minimum wage rates for the CONTRACTOR as outlined in Exhibit "A", and

The CONTRACTOR will provide all staff that work at the E-PASS Walk-in Customer Service Center, excluding managers and supervisors, branded polos as uniform at no additional cost to CFX. These changes will be effective July 1, 2023.

CFX and CONTRACTOR agree that this Supplemental Agreement No. 4 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, except insofar as the same is altered and amended by this Supplemental Agreement No. 4; that acceptance of this Supplemental Agreement No. 4 signifies the CONTRACTOR's complete and total claim for the terms and conditions of the same.

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties agree to the terms outlined above.

All other provisions of the Contract shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and any supplements and amendments made previously thereto, the provisions of this Supplemental Agreement shall take precedence.

This Supplemental 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 THEREOF, the parties hereto have caused these presents to be executed on the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Date: 2023.06.05 15:24:22 -04'00'

Aneth Williams, Director of Procurement

ALLIANCEONE RECEIVABLES MANAGEMENT, INC.

DocuSigned by: Harry Neerenberg F5F9BDE945044B8...

By: _____

Print Name: Harry Neerenberg

Title: CFO

DocuSigned by: Stacy Bumpus BB80C280044B481...

Attest: _____

Title: Executive Assistant

Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this ___ day of _____, 2023 for its exclusive use and reliance.

By: Laura Newlin Kelly Digitally signed by Laura Newlin Kelly Date: 2023.06.05 14:16:10 -04'00'

Diego "Woody" Rodriguez, General Counsel

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AMENDMENT NO. 2
to
CONTRACT NO. 001653

This Amendment No. 2 to Contract No. 001653 ("Amendment No. 2") is entered into this 9th day of April 2021, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida ("CFX") and AllianceOne Receivables Management, Inc, a foreign profit corporation, registered and authorized to do business in the State of Florida, whose principal address is 4850 East Street Road, Ste. 300, Trevose, PA. 19053, hereinafter "the CONTRACTOR.".

WITNESSETH:

WHEREAS, on or about June 11, 2020, CFX and CONTRACTOR entered into that certain Contract No. 001653 for CFX Customer Service Operations ("Agreement"); and

WHEREAS, CFX and CONTRACTOR desire to amend and restate certain terms of the Agreement regarding the reimbursement of the Start-Up cost.

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CFX and CONTRACTOR hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and hereby incorporated by referenced as if set forth herein. All capitalized terms not otherwise defined herein shall have the definitions ascribed to them in the Agreement.

2. Sub-section 2.2 of the Agreement is hereby amended by adding the text marked by underlining and deleting the text marked by strikeouts as shown below:

2.0 COMPENSATION

2.2 An allowance for Start-Up cost has been established in the Contract to reimburse the Contractor for those costs. (If the Contractor is the incumbent no payment for Start-Up cost will be made and the allowance will be deleted.) ~~The Contractor shall provide justification and documentation to verify its costs. Any amount remaining in the Allowance upon completion of the transition activities is the property of CFX.~~ The Start-Up cost will be a fixed fee.

3. Except as specifically hereby amended, the Agreement shall remain in full force and effect. In the event of any conflict between the terms of the Agreement and the terms of this Amendment No. 2, the terms of this Amendment No. 2 shall govern.

4. This Amendment No. 2 may be executed in multiple counterparts, including by electronic or digital signatures, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement.

********** Space intentionally left blank. **********

AMENDMENT NO. 2

Contract Name: CFX Customer Service Operations

Contract No.: 001653 Project No.: N/A

This Amendment 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: 2021.04.14 12:58:14 -04'00'

Aneth Williams, Director of Procurement

ALLIANCEONE RECEIVABLES MANAGEMENT, INC.

By: _____

Print Name: Harry Neerenberg

Title: CFO

Attest: _____ (Seal)
(Secretary or Notary)

Commonwealth of Pennsylvania - Notary Seal
STACY BUMPUS - Notary Public
Bucks County
My Commission Expires Jul 25, 2024
Commission Number 1270869

Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this 14th day of April, 2021 for its exclusive use and reliance.

By: _____
Diego "Woody" Rodriguez
General Counsel

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CFX CUSTOMER SERVICE OPERATIONS CENTER
CONTRACT NO. 001653
SUPPLEMENTAL AGREEMENT NO. 3

This Supplemental Agreement No. 3 ("Supplemental Agreement") is entered into this 27th day of January 2021, by and between Central Florida Expressway Authority ("CFX") and AllianceOne Receivables Management, Inc. ("CONTRACTOR").

WITNESSETH:

WHEREAS, CFX and the CONTRACTOR on June 11, 2020, entered into an agreement ("the Contract") whereby CFX retained the CONTRACTOR to perform CFX Customer Service Operations and

WHEREAS, CFX have determined it necessary to compensate the CONTRACTOR for mailing related supplies (e.g. CFX mailing envelopes and mailing address labels) effective September 1, 2020.

WHEREAS, the CONTRACTOR hereby agrees to the change with no increase in the Contract amount and in the Contract time.

CFX and CONTRACTOR agree that this Supplemental Agreement No. 3 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, except insofar as the same is altered and amended by this Supplemental Agreement No. 3; that acceptance of this Supplemental Agreement No. 3 signifies the CONTRACTOR's complete and total claim for the terms and conditions of the same.

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties agree to the terms outlined above.

All other provisions of the Contract shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and any supplements and amendments made previously thereto, the provisions of this Supplemental Agreement shall take precedence.

IN WITNESS THEREOF, the parties hereto have caused these presents to be executed on the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Date: 2021.03.02 10:15:49 -05'00'
Director of Procurement

ALLIANCEONE RECEIVABLES MANAGEMENT, INC.

By: _____

Print Name: _____

Title: _____

Attest: _____

Title: _____

Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this 2nd day of March, 2021 for its exclusive use and reliance.

By: _____
Diego "Woody" Rodriguez, General Counsel

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CFX CUSTOMER SERVICE OPERATIONS CENTER
CONTRACT NO. 001653
SUPPLEMENTAL AGREEMENT NO. 2

This Supplemental Agreement No. 2 ("Supplemental Agreement") is entered into this 28th day of October 2020, by and between Central Florida Expressway Authority ("CFX") and AllianceOne Receivables Management, Inc. ("CONTRACTOR").

WITNESSETH:

WHEREAS, CFX and the CONTRACTOR on June 11, 2020, entered into an agreement ("the Contract") whereby CFX retained the CONTRACTOR to perform CFX Customer Service Operations and

WHEREAS, CFX have determined it necessary to compensate the CONTRACTOR a multiplier rate of 140% of Roman Whittle's compensation effective September 1, 2020.

WHEREAS, the CONTRACTOR hereby agrees to the change with no increase in the Contract amount and in the Contract time.

CFX and CONTRACTOR agree that this Supplemental Agreement No. 2 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, except insofar as the same is altered and amended by this Supplemental Agreement No. 2; that acceptance of this Supplemental Agreement No. 2 signifies the CONTRACTOR's complete and total claim for the terms and conditions of the same.

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties agree to the terms outlined above.

All other provisions of the Contract shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and any supplements and amendments made previously thereto, the provisions of this Supplemental Agreement shall take precedence.

IN WITNESS THEREOF, the parties hereto have caused these presents to be executed on the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Date: 2021.01.11 08:25:52 -05'00'
Director of Procurement

ALLIANCEONE RECEIVABLES MANAGEMENT, INC.

By: _____

Print Name: Tim Casey

Title: CEO

Attest: _____

Title: CFO

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: 2021.01.11 08:22:59 -05'00'
Diego "Woody" Rodriguez, General Counsel

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CFX CUSTOMER SERVICE OPERATIONS CENTER
CONTRACT NO. 001653
SUPPLEMENTAL AGREEMENT NO. 1

'20 AUG 27 AM11:48

This Supplemental Agreement No. 1 ("Supplemental Agreement") is entered into this 19th day of August 2020, by and between Central Florida Expressway Authority ("CFX") and AllianceOne Receivables Management, Inc. ("CONTRACTOR").

WITNESSETH:

WHEREAS, CFX and the CONTRACTOR on June 11, 2020, entered into an agreement ("the Contract") whereby CFX retained the CONTRACTOR to perform CFX Customer Service Operations and

WHEREAS, CFX and CONTRACTOR have determined it necessary and desirable to provide temporary subsidy to cover increased health insurance costs for Egis Projects, Inc. transitioned staff as outline in the terms below:

1. CFX will compensate CONTRACTOR an additional $0.98 hourly rate for each transitioned Egis staff for the term of their employment.

2. CONTRACTOR will insure each employee receives additional $0.75 per hour wage. The remaining $0.23 per hour is provided for the purpose of CONTRACTOR tax and administrative costs.

3. CONTRACTOR will directly subsidize health insurance plans on a monthly basis from 9/1/2020 through 12/31/2021 as follows:
    a. Egis Cobra: $300
    b. Alliance One Regence 3500: $175
    c. Alliance One Regence 4000: $150

4. The subsidies only apply to Egis staff transitioned to CONTRACTOR named on the attached Egis Transitioned Employee list.

5. Invoicing will occur monthly.

6. CFX and CONTRACTOR will mutually agree to terms for a gradual phase-out of this program.

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties agree to the terms outlined above.

All other provisions of the Contract shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and any supplements and amendments made previously thereto, the provisions of this Supplemental Agreement shall take precedence.

IN WITNESS THEREOF, the parties hereto have caused these presents to be executed on the day and year first written above.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Date: 2020.09.14 10:38:43 -04'00'

Director of Procurement

ALLIANCEONE RECEIVABLES MANAGEMENT, INC.

By: _____

Print Name: Timothy J. Casey

Title: CEO

Attest: _____

Title: CFO

'20 AUG 27 AM 11:50

Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this 14th day of September, 2020 for its exclusive use and reliance.

By: Woody Rodriguez

Diego "Woody" Rodriguez, General Counsel

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CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AMENDMENT NO. 1
To
CONTRACT NO. 001653

This Amendment No. 1 to Contract No. 001653 ("Amendment No. 1") is entered into this 16 day of June 2020, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida ("CFX") and AllianceOne Receivables Management, Inc. ("CONTRACTOR").

WITNESSETH:

WHEREAS, on or about June 11, 2020, CFX and CONTRACTOR entered into that certain Contract No. 001653 for CFX Customer Service Operations ("Agreement"); and

WHEREAS, CFX and CONTRACTOR desire to amend and restate certain terms of the Agreement regarding the payment and performance bond.

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CFX and CONTRACTOR hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and hereby incorporated by referenced as if set forth herein. All capitalized terms not otherwise defined herein shall have the definitions ascribed to them in the Agreement.

2. Section 8.9 of the Agreement is amended and restated as follows:

8.9 Performance and Payment Bond:

The CONTRACTOR shall furnish to CFX and shall maintain in effect throughout the term of the Contract, an acceptable surety bond in a sum equal to the annual amount of the Contract (Contract Amount/5 years). ~~This bond shall remain in effect until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents.~~ The initial term of the bond shall be from September 1, 2020 through August 31, 2021. The bond shall be renewed each year thereafter until the expiration of the Contract term. Each fully executed renewal bond shall be transmitted to CFX at least 15 days prior to the expiration of the bond in effect to avoid any potential lapse in coverage. Failure to timely renew the bond may result in CFX giving notice of default to the CONTRACTOR as detailed in Article 2 above. Such bond shall be executed on the form furnished by CFX. The surety shall meet all

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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."

3. Except as specifically hereby amended, the Agreement shall remain in full force and effect. In the event of any conflict between the terms of the Agreement and the terms of this Amendment No. 1, the terms of this Amendment No. 1 shall govern.

4. This Amendment No. 1 may be executed in multiple counterparts, including by electronic or digital signatures, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement.

********** Space intentionally left blank. **********

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AMENDMENT NO. 1

Contract Name: CFX Customer Service Operations

Contract No.: 001653 Project No.: N/A

This Amendment 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: 2020.07.06 14:23:15 -04'00'

Director of Procurement

ALLIANCEONE RECEIVABLES MANAGEMENT, INC.

By: DocuSigned by: Tim Casey CB036B9DAF664E2...

Print Name: Tim Casey

Title: CEO

Attest: DocuSigned by: Harry Merenberg D72ACE460A... (Seal)

(Secretary or Notary)

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: 2020.07.06 14:21:04 -04'00'

Diego "Woody" Rodriguez
General Counsel

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CONTRACT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
ALLIANCEONE RECEIVABLES MANAGEMENT, INC.

CFX CUSTOMER SERVICE OPERATIONS

CONTRACT NO. 001653

CONTRACT DATE: JUNE 11, 2020
CONTRACT AMOUNT: $ 87,170,217.64

CONTRACT, SCOPE OF SERVICES REQUIREMENTS, METHOD OF COMPENSATION, ADDENDA, TECHNICAL PROPPOSAL, PRICE PROPOSAL, PERFORMANCE AND PAYMENT BOND, AND FORMS

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CONTRACT, SCOPE OF SERVICES REQUIREMENTS, METHOD OF COMPENSATION, ADDENDA, TECHNICAL PROPPOSAL, PRICE PROPOSAL, PERFORMANCE AND PAYMENT BOND, AND FORMS

CFX CUSTOMER SERVICE OPERATIONS

CONTRACT NO. 001653

JUNE 2020

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

DocuSign Envelope ID: C1DD7E84-AF48-488F-AE21-DC83EB5200E2

TABLE OF CONTENTS

Section	Title	Page
C	CONTRACT	1 to 28
	Addendum No. 2 Addendum No. 5 Addendum No. 3 Addendum No. 6	
SS	SCOPE OF SERVICES REQUIREMENTS	A-1 to A-33
	Scope of Services Questionnaire (See Technical Proposal Section C)	
MC	METHOD OF COMPENSATION	MC-1 to MC-2
TP	TECHNICAL PROPOSAL	TP-1 to TP-345
PP	PRICE PROPOSAL (Proposal Bond pages D-7 thru D-8 removed)	D-1 to D-11
PPB	PERFORMANCE AND PAYMENT BOND	PPB-1 to PPB-5

Note: Addendum Nos. 1 and 4 and not included in the final Agreement

DocuSign Envelope ID: C1DD7E84-AF48-488F-AE21-DC83EB5200E2

CONTRACT 001653

Table of Contents

1. SERVICES TO BE PROVIDED 2
2. TERM AND NOTICE 3
3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES 5
4. AUDIT AND EXAMINATION OF RECORDS 5
5. PUBLIC RECORDS 6
6. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT 8
7. DISADVANTAGED/MINORITY/WOMEN BUSINESS ENTERPRISES 9
8. CONTRACTOR INSURANCE AND PERFORMANCE AND PAYMENT BOND 9
   8.1 Commercial General Liability: 10
   8.2 Business Automobile Liability: 10
   8.3 Workers' Compensation Insurance: 10
   8.4 Unemployment Insurance: 10
   8.5 Professional Liability: 10
   8.6 Information Security/Cyber Liability Insurance: 10
   8.7 Commercial Crime Insurance: 11
   8.8 Fiduciary Liability Insurance: 11
   8.9 Performance and Payment Bond: 12
9. CONTRACTOR RESPONSIBILITY 13
10. INDEMNITY 15
11. PRESS RELEASES 16
12. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS 16
13. PERMITS, LICENSES, ETC. 19
14. NONDISCRIMINATION 19
15. NOTIFICATION OF CONVICTION OF CRIMES 19
16. COMPLIANCE WITH LAWS; EQUAL EMPLOYMENT OPPORTUNITY 19
17. ASSIGNMENT AND REMOVAL OF KEY PERSONNEL 20
18. SUBLETTING AND ASSIGNMENT 20
19. DISPUTES 21
20. OTHER SEVERABILITY 21
21. INTEGRATION 22
22. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT 22
23. GOVERNING LAW AND VENUE 22
24. RELATIONSHIPS 23
25. INTERPRETATION 23
26. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE 24
27. SURVIVAL OF EXPIRATION OR TERMINATION 24
28. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT 24
29. INSPECTOR GENERAL 25
30. E-VERIFY 25
31. APPROPRIATION OF FUNDS 25
32. NOTICE TO THE PARTIES 25
33. SECURITY ASSSESMENT 26

DocuSign Envelope ID: C1DD7E84-AF48-488F-AE21-DC83EB5200E2

Contract No. 001653

This Contract is made this 11th day of June 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 AllianceOne Receivables Management, Inc., a foreign profit corporation, registered and authorized to do business in the State of Florida, whose principal address is 4850 East Street Road, Ste. 300, Trevose, PA. 19053, 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 CFX Customer Service Operations under Contract No. 001653, and related tasks as may be assigned to the CONTRACTOR by CFX; **and**

WHEREAS, on or about March 16, 2020, CFX issued a Request for Proposals seeking qualified contractors to perform such tasks; **and**

WHEREAS, CONTRACTOR was the successful one of six 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:

DocuSign Envelope ID: C1DD7E84-AF48-488F-AE21-DC83EB5200E2

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 providing all of the personnel required to operate CFX's E-PASS® Customer Service Centers (CSC), the Violation Enforcement Section (VES), and the Visitor Toll Pass Operation (VTP). 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 Addenda (if any), with those of later date having precedence over those of earlier date,
1.3 The Scope of Services Requirements,
1.4 The Method of Compensation,
1.5 The Technical Proposal submitted by CONTRACTOR, and
1.6 The Price Proposal submitted by CONTRACTOR,
1.7 The Potential Conflict Disclosure Form submitted by CONTRACTOR,

(collectively, the "Contract Documents").

DocuSign Envelope ID: C1DD7E84-AF48-488F-AE21-DC83EB5200E2

2. TERM AND NOTICE

The initial term of the Contract will be five (5) years from the date indicated in the Notice to Proceed from CFX, hereinafter "Initial Contract Term." At the sole discretion and election of CFX, there may be five (5) 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 terminate or suspend the Contract, in whole or part, at any time, for convenience or cause for Contractor's failure to perform the provisions of the Contract. In the event CFX elects to terminate the Contract for cause, CFX shall provide Contractor seven (7) calendar days prior written notice and opportunity to cure, unless such longer curative period is set forth in the notice of default. In the event CFX elects to terminate the Contract for convenience, CFX shall provide Contractor thirty (30) days prior written notice. 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.

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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.

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3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES

3.1 The Contract Amount for the Initial Contract Term is $87,170,217.64

3.2 CFX agrees to pay CONTRACTOR for services performed in accordance with the Method of Compensation attached hereto 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,

DocuSign Envelope ID: C1DD7E84-AF48-488F-AE21-DC83EB5200E2

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

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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.

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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 hereto and incorporated by reference as though set forth fully herein.

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

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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

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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

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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.

DocuSign Envelope ID: C1DD7E84-AF48-488F-AE21-DC83EB5200E2

Such insurance policies shall be without co-insurance, and shall (a) include CFX, and such other applicable parties CFX shall designate, as additional insureds for commercial general liability and business automobile liability, (b) be primary and noncontributory insurance, (c) include contractual liability for commercial general liability, (d) provide that the policy may not be canceled or materially changed without at least thirty (30) days prior written notice to CFX from the company providing such insurance, and (e) provide that the insurer waives any right of subrogation against CFX, to the extent allowed by law and to the extent the same would not void primary coverage for applicable insurance policies. CONTRACTOR shall be responsible for any deductible it may carry. Renewal Certificates of Insurance for all policies shall be submitted by the Contractor so that they are received by CFX no later than thirty (30) calendar days prior to the expiration of existing insurance coverage. Failure by the Contractor to meet this required timeframe shall result in suspension of partial payments on monthly estimates until the certificates are received and accepted by CFX. Procurement of insurance shall not be construed to limit CONTRACTOR's obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by CFX.

Any insurance carried by CFX in addition to CONTRACTOR's policies shall be excess insurance, not contributory.

Failure of CFX to demand such certificate or evidence of full compliance with these insurance requirements or failure of CFX to identify a deficiency from evidence provided will not be construed as a waiver of the CONTRACTOR's obligation to maintain such insurance.

The acceptance of delivery by CFX of any certificate of insurance evidencing the required coverage and limits does not constitute approval or agreement by CFX that the insurance requirements have been met or the insurance policies shown in the certificates of insurance are in compliance with the requirements.

If CONTRACTOR fails to obtain the proper insurance policies or coverages, or fails to provide CFX with certificates of same, CFX may obtain such polices and coverages at CONTRACTOR's expense and deduct such costs from CONTRACTOR payments. Alternately, CFX may declare CONTRACTOR in default for cause.

8.9 Performance and Payment Bond:

The CONTRACTOR shall furnish to CFX and shall maintain in effect throughout the term of the Contract, an acceptable surety bond in a sum equal to the amount of the Contract. This bond shall remain in effect until one year after the date when final payment becomes due, except as

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provided otherwise by Laws or Regulations or by the Contract Documents. Such bond shall be executed on the form furnished by CFX. The surety shall meet all requirements of the laws of Florida and shall be approved and at all times acceptable to CFX. The surety agent's name, address and telephone number shall be clearly stated on the face of the Performance and Payment Bond.

In the event that the surety executing the bond (although acceptable to CFX at the time of execution of the Contract) subsequently becomes insolvent or bankrupt or becomes unreliable or otherwise unsatisfactory due to any cause which becomes apparent after CFX's initial approval of the company, then CFX may require that the CONTRACTOR immediately replace the surety bond with a similar bond drawn on a surety company which is reliable and acceptable to CFX. In such event, all costs of the premium for the new bond, after deducting any amounts that might be returned to the CONTRACTOR from its payment of premium on the defaulting bond, will be borne by CFX.

9. CONTRACTOR RESPONSIBILITY

9.1 CONTRACTOR shall take all reasonable precautions in the performance of the Services and shall cause its employees, agents and subcontractors to do the same. CONTRACTOR shall be solely responsible for the safety of, and shall provide protection to prevent damage, injury or loss to:

(i) all employees of CONTRACTOR and its subcontractors and other persons who are on or about the plazas or would reasonably be expected to be affected by the performance of the Services;

(ii) other property of CONTRACTOR and its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible on or adjacent to the plazas or other areas upon which services are performed;

(iii) members of the public who may be traveling through the plazas and their vehicles.

9.2 CONTRACTOR shall comply, and shall cause its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible, with the SOP, applicable laws, ordinances, rules, regulations, orders of public authorities, sound business practices, including without limitation:

DocuSign Envelope ID: C1DD7E84-AF48-488F-AE21-DC83EB5200E2

(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

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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,

DocuSign Envelope ID: C1DD7E84-AF48-488F-AE21-DC83EB5200E2

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 solely and exclusively for CFX 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.

DocuSign Envelope ID: C1DD7E84-AF48-488F-AE21-DC83EB5200E2

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.

Except as expressly set forth in this section, all rights in and to any and all material, information systems, technology, software and related documentation, tools, methods, forms, processes, procedures, workflows, data, data formats, data compilations, program names, designs, manuals, source code, object code and other material or information created by, owned, licensed to, or developed by CONTRACTOR, a CONTRACTOR Affiliate or their respective personnel, whether or not protected by patent, copyright, trademark, trade name or other intellectual property right as well as any development or any technology made available to CFX in the framework of the Contract, (a) prior to the Effective Date or (b) after the Effective Date but independent of this Contract, whether or not used by CONTRACTOR or a CONTRACTOR Affiliate in connection with the Services or incorporated into any CFX Property, (collectively, THE "CONTRACTOR Property") and the intellectual property rights associated therewith (collectively, the "CONTRACTOR Intellectual Property"), is, shall be, and shall remain, the exclusive property of CONTRACTOR and/or its third-party licensor(s). Subject to any limitations or restrictions set forth in agreements between CONTRACTOR or a CONTRACTOR Affiliate and any third-party licensors of CONTRACTOR Intellectual Property (which limitations or restrictions shall be disclosed to CFX at the time such CFX Property is delivered to CFX), CONTRACTOR hereby grants to CFX a non-exclusive, non-sublicensable, royalty-free, non-transferable, fully paid-up, worldwide license, during the Term, to use CONTRACTOR Intellectual Property , solely to the extent necessary for CFX to receive the Services. For all 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

DocuSign Envelope ID: C1DD7E84-AF48-488F-AE21-DC83EB5200E2

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.

DocuSign Envelope ID: C1DD7E84-AF48-488F-AE21-DC83EB5200E2

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.

DocuSign Envelope ID: C1DD7E84-AF48-488F-AE21-DC83EB5200E2

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,

DocuSign Envelope ID: C1DD7E84-AF48-488F-AE21-DC83EB5200E2

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.

DocuSign Envelope ID: C1DD7E84-AF48-488F-AE21-DC83EB5200E2

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

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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.

DocuSign Envelope ID: C1DD7E84-AF48-488F-AE21-DC83EB5200E2

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

DocuSign Envelope ID: C1DD7E84-AF48-488F-AE21-DC83EB5200E2

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:

DocuSign Envelope ID: C1DD7E84-AF48-488F-AE21-DC83EB5200E2

CFX: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, Florida 32807
ATTN: Director of Traffic Operations

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, Florida 32807
ATTN: General Counsel

CONTRACTOR: AllianceOne Receivables Management, Inc.
4850 East Street Road, Ste. 300
Trevose, PA. 19053
ATTN: Timothy Casey, President

AllianceOne Receivables Management, Inc.
4850 East Street Road, Ste. 300
Trevose, PA. 19053
ATTN: Corporate Counsel

33. SECURITY ASSSESMENT

CFX acknowledges and agrees that CONTRACTOR may conduct a Security Risk Assessment within ninety (90) days of the Agreement's Effective Date and at least once per calendar year thereafter. The Security Risk Assessment will be performed at CONTRACTOR's expense. During the Security Risk Assessment, CONTRACTOR will review how its systems and employees interact with the tools, programs, processes, data, infrastructure and applications provided by CFX (collectively "CFX Systems") to CONTRACTOR in connection with the Services to be provided to CFX. Once the Security Assessment is complete, CONTRACTOR will generate a Security Assessment Report with its findings and recommendations, and distribute that report to CFX, at no cost to CFX. The Security Risk Assessment is a nonintrusive "observation process" and at no time will tools, including but not limited to, application or network vulnerability scanning tools ever be used as part of the Security Risk Assessment. The intent of the Security Risk Assessment is to (i) proactively identify risks associated with excessive privileges, data, infrastructure, applications, security controls, or processes that could be easily manipulated or privacy risks associated with infrastructure and connectivity between CONTRACTOR and CFX, and (ii) document and endeavor to implement recommended risk

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remediation measures. If CFX disagrees with, or wants to discuss, any of the findings or recommendations in the Security Assessment Report, CFX will provide any points of disagreement or discussion ("CFX Response") to CONTRACTOR within seven (7) business days after receipt of the Security Assessment Report. CFX and CONTRACTOR will discuss the CFX Response and work in good faith to resolve the points raise in the Client Response within a reasonable period of time. Thereafter, CONTRACTOR will incorporate mutually agreed upon revisions into a "Revised Security Assessment Report." Upon finalization of the Security Assessment Report, the parties will agree to a mitigation plan to implement the recommendations in the Security Assessment Report.

In no event shall CFX be obligated to expend any funds or incur any additional costs or expenses for the performance of the Security Risk Assessment or the implementation of the findings or recommendations associated with, or resulting from, the Security Risk Assessment, Security Risk Report, or the resulting mitigation plan. Contractor understands and acknowledges that no additional consideration shall be paid to the Contractor to perform the Security Risk Assessment, prepare the Security Risk Assessment, or implement any recommendations of the mitigation plan beyond the consideration otherwise required pursuant to the terms of this Agreement, and in no event shall the performance of the Security Risk Assessment impact or impair the Contractor's obligation to otherwise perform in accordance with the terms of the Contract.

CONTRACTOR shall not be obligated to expend any funds or incur any additional costs or expenses for the implementation of the findings or recommendations associated with, or resulting from, the Security Risk Assessment, Security Risk Report, or the resulting mitigation plan that is identified on CFX systems or processes. CONTRACTOR shall not be liable to CFX, nor shall CONTRACTOR's indemnification obligations under the Agreement apply, for any findings or recommendations associated with, or resulting from, the Security Risk Assessment, Security Risk Report, or the resulting mitigation plan that CFX elects not to remediate or implement.

[SIGNATURES TO FOLLOW]

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Contract No. 001653

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties as of the day and year first above written. This Contract was awarded by CFX's Governing Board at its meeting on June 11, 2020.

ACCEPTED AND AGREED TO BY:

ALLIANCEONE RECEIVABLES MANAGEMENT, INC.

By: DocuSigned by: Tim Casey CB036B9DAF664E2... Tim Casey

Title CEO

ATTEST: DocuSigned by: Amber Tamir 334DD2562DDC44C... (Seal)

DATE: 6/12/2020

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Date: 2020.07.06 12:16:44 -04'00'

Director of Procurement

Print Name: _____

Date: _____

Approved as to form and execution for the use and reliance by CFX only.

Diego "Woody" Rodriguez Digitally signed by Diego "Woody" Rodriguez Date: 2020.07.06 11:58:30 -04'00'

General Counsel for CFX

CONSENT AGENDA ITEM
#34

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*
Director of Procurement

DATE: April 25, 2025

SUBJECT: Approval of Purchase Order to Dasher Technologies, Inc. for the purchase of Hewlett Packard Enterprises (HPE) Servers and Storage

---

Board approval to issue a purchase order to Dasher Technologies, Inc. in the amount of $319,267.36 for the purchase of HPE servers and data storage is requested. This purchase will allow CFX to upgrade existing equipment supporting CFX's Toll System Backoffice infrastructure which is nearing end of support and reaching its limits in processing and storage capacity. This is a cooperative procurement based on the State of Florida 43210000-23-NASPO-ACS contract.

This purchase is included in the Five-Year Work Plan.

Reviewed by: *Rafael Millan*
Rafael Millan
Director of IT

Jim Greer
Chief of Technology & Operations

CONSENT AGENDA ITEM
#35

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams Aneth Williams
Director of Procurement

DATE: May 5, 2025

SUBJECT: Approval of Purchase Order to SHI International Corp. for Microsoft Azure Cloud Solutions and Services

---

Board approval to issue a purchase order to SHI International Corp. in the amount of $780,000.00 for annual Azure Cloud services and support is requested. This is a cooperative procurement based on the State of Florida Alternate Contract Source No. 43230000-NASPO-16-ACS.

This purchase is included in the OM&A Budget.

Reviewed by: Rafael Millan

Rafael Millan
Director of IT

Jim Greer
Chief Technology & Operations

CONSENT AGENDA ITEM
#36

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement

DATE: May 23, 2025

SUBJECT: Approval of Contract Award to Ardurra Group, Inc. for Miscellaneous Planning Consultant Services
Contract No. 002216

A request for Technical Proposals for the above referenced project was advertised on March 16, 2025. Four (4) responses were received by the April 22, 2025 deadline. Those firms were AECOM Technical Services, Inc., Ardurra Group, Inc., EXP U.S. Services, Inc. and The Balmoral Group, LLC.

The Technical Committee, after reviewing the technical proposals, prepared its final ranking on April 29, 2025. The result is shown below:

Ranking	Firm
1	Ardurra Group, Inc.
2	AECOM Technical Services, Inc.
3	The Balmoral Group, LLC
4	EXP U.S. Services, Inc.

The Director of Procurement approved the final ranking and authorized staff to enter into negotiations in ranked order.

The work to be performed includes miscellaneous planning services on an as-needed basis for minor projects including preparation of required Project Development and Environment Study documentation for various roadway projects.

Board award of the contract to Ardurra Group, Inc. in the amount of $1,800,000.00 for three years with two one-year renewals is requested.

This contract is included in the Five-Year Work Plan.

Reviewed by:

Will Hawthorne, PE
Director of Transportation Planning and Policy

Glenn Pressimone, PE
Chief of Infrastructure

LOI-002216 Technical Committee Meeting – April 29, 2025 Minutes

The Technical Committee for **Miscellaneous Planning Consultant Services, Contract No. 002216** held a duly noticed meeting on Tuesday, April 29, 2025, at 8:00 a.m. in the Sandpiper Conference Room at the CFX Headquarters, Orlando, Florida.

Committee Members Present:
Will Hawthorne, CFX Director of Transportation Planning and Policy
Jamison Edwards, CFX Engineering Project Manager
David Falk, CFX Engineering Director
Christina Colón, Osceola County Executive Director Transportation & Transit

Other Attendees:
Traci Parks-Chillon, CFX Manager of Procurement

Evaluation Portion:
The evaluation portion of the meeting is open to the public in accordance with Florida Statutes. The committee members individually completed their scoring sheets and submitted them for tallying. The score sheets were tallied by utilizing the rankings assigned by each committee member based on the raw scores each proposer received. The scores are as shown:

Firm	Points	Ranking
AECOM Technical Services, Inc.	8	2
Ardurra Group, Inc.	7	1
EXP U.S. Services, Inc.	16	4
The Balmoral Group	9	3

The Technical Review Committee recommends the Director of Procurement approve the ranking and authorize negotiations in ranked order. Will Hawthorne approved the minutes on behalf of the Committee.

There being no further business to come before the Committee; the meeting was adjourned at 8:15 a.m.

These are the official minutes of the Technical Review Committee meeting for Contract No. 002216 held Tuesday, April 29, 2025.

Submitted by: Traci Parks-Chillon
Traci Parks-Chillon, Manager of Procurement

On behalf of the Evaluation Committee these minutes have been reviewed and approved by:

Will Hawthorne, Director of Transportation Planning and Policy

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TECHNICAL COMMITTEE MEMBER FINAL SUMMARY RANKING

MISCELLANEOUS PLANNING CONSULTANT SERVICES

CONTRACT NO. 002216

CONSULTANT	WILL HAWTHORNE (RANK)	DAVID FALK (RANK)	JAMISON EDWARDS (RANK)	CHRISTINA COLÓN (RANK)	TOTAL SCORE	RANKING
AECOM TECHNICAL SERVICES, INC.	2	2	1	3	8	2
ARDURRA GROUP, INC.	1	1	3	2	7	1
EXP U.S. SERVICES, INC.	4	4	4	4	16	4
THE BALMORAL GROUP	3	3	2	1	9	3

From:	Aneth Williams
Sent:	Tuesday, May 6, 2025 10:57 AM
To:	Aneth Williams
Cc:	Michelle Maikisch; Lisa Lumbard; Mimi Lamaute
Subject:	Notification of Approval of Final Ranking and Authorization for Negotiations for Contract No. 002216
Attachments:	002216 Meeting Minutes_Final Ranking.pdf; 002216 Final Ranking Matrix.pdf

Good morning Board Members,

I am sending you this email in accordance with CFX's procurement policy and procedures.

A request for Expanded Technical Proposals for Miscellaneous Planning Consultant Services; Contract No. 002216 was advertised on March 16, 2025.

Four (4) responses were received by April 22, 2025 deadline. Those firms were AECOM Technical Services, Inc., Ardurra Group, Inc., EXP U.S. Services Inc. and The Balmoral Group, LLC.

The Technical Committee, after reviewing the technical proposals, prepared its final ranking on April 29, 2025. The result is shown below:

Ranking	Firm
1	Ardurra Group, Inc.
2	AECOM Technical Services, Inc.
3	The Balmoral Group, LLC
4	EXP U.S. Services Inc.

As authorized by the procurement policy, I approved the final ranking and directed staff to begin negotiations with the top firm. Once negotiations are completed, the contract will be submitted to the Board for approval. Please reach out to me if you have any questions.

Thank you.

Aneth Williams, CPPO
Director of Procurement

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
4974 ORL Tower Rd · Orlando, FL 32807
Office · 407.690.5365 Cell · 407.841.8498

PLEASE NOTE: Florida has a very broad public records law (F. S. 119). All emails to and from CFX are kept as a public record. Your email communications, including your email address may be disclosed to the public and media at any time.

AGREEMENT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

AND

ARDURRA GROUP, INC.

PROFESSIONAL ENGINEERING MISCELLANEOUS PLANNING CONSULTANT SERVICES

CONTRACT NO. 002216

CONTRACT AMOUNT: $1,800,000.00

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

PROFESSIONAL ENGINEERING MISCELLANEOUS PLANNING CONSULTANT SERVICES

CONTRACT NO. 002216

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TABLE OF CONTENTS

Section	Title	
AG	Agreement	1 - 22
	Addendum No. 1	
A	Exhibit “A”, Scope of Services	
B	Exhibit “B”, Method of Compensation	
C	Exhibit “C”, Details of Cost and Fees	
D	Exhibit “D”, Project Organization Chart	
E	Exhibit “E”, Potential Conflict Disclosure Form	

Table of Contents

1.0 DEFINITIONS. 1
2.0 SERVICES TO BE PROVIDED 1
3.0 TERM OF AGREEMENT AND RENEWALS 2
4.0 PROJECT SCHEDULE 2
5.0 PROFESSIONAL STAFF 3
6.0 COMPENSATION 4
7.0 DOCUMENT OWNERSHIP AND RECORDS 5
8.0 COMPLIANCE WITH LAWS 6
9.0 WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE 7
10.0 TERMINATION 7
11.0 ADJUSTMENTS 8
12.0 HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY 8
13.0 INFRINGEMENT OF PATENTS AND COPYRIGHTS 9
14.0 THIRD PARTY BENEFICIARY 10
15.0 INSURANCE 10
16.0 COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS 12
17.0 CONFLICT OF INTEREST AND STANDARD OF CONDUCT 12
18.0 DOCUMENTED ALIENS 13
19.0 FLORIDA VENDOR ELIGIBILITY REQUIREMENTS 14
20.0 INSPECTOR GENERAL 17
21.0 PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT 17
22.0 COMPANIES PURSUANT TO SECTION 287.135 AND 215.473 18
23.0 AVAILABILITY OF FUNDS 18
24.0 AUDIT AND EXAMINATION OF RECORDS 18
25.0 GOVERNING LAW AND VENUE 19
26.0 NOTICE 20
27.0 HEADINGS 20
28.0 CONTRACT LANGUAGE AND INTERPRETATION 20
29.0 ASSIGNMENT 21
30.0 SEVERABILITY 21
31.0 INTEGRATION 21
32.0 ATTACHMENTS 21

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AGREEMENT FOR MISCELLANEOUS PD&E PROFESSIONAL SERVICES
CONTRACT NO. 002216

THIS AGREEMENT, made between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 2014-171, Laws of Florida, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter "CFX," and ARDURRA GROUP, INC., hereinafter called "CONSULTANT," registered and authorized to conduct business in the State of Florida, carrying on professional practice in engineering, with offices located at 3452 Lake Lynda Drive, Suite 200, Orlando, FL 32817.

WITNESSETH:

WHEREAS, CONSULTANT represents that it is fully qualified and authorized to render the professional services contracted herein.

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, CFX and CONSULTANT agree as follows:

1.0 DEFINITIONS.

Reference herein to the Project Manager shall mean CFX's Director of Transportation Planning 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 Project Development and Environmental Study consultant services as identified in this Contract, Contract No. 002216.

The CONSULTANT and CFX mutually agree to furnish, each to the other, the respective services, information and items as described in **Exhibit "A"**, Scope of Services, attached hereto and made a part hereof.

Before any additions or deletions to the work described in **Exhibit "A"**, and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into a Supplemental Amendment covering such modifications and the compensation to be paid therefore.

The work covered by this Agreement includes the professional services related to planning and engineering as described in **Exhibit "A."**

All documents, reports, studies and other data prepared by the CONSULTANT shall bear the endorsement of a person in the full employ of the CONSULTANT and duly registered by the State of Florida in the appropriate professional category.

After the CFX's acceptance of the documents for the project, the original set of CONSULTANT's drawings, tracings, plans, maps and CADD files shall be provided to CFX, along with one record set of the final report. The CONSULTANT shall signify, by affixing an endorsement (seal/signature, as appropriate) on the cover sheet of the record set, that the work shown in the report was produced by the CONSULTANT.

The CONSULTANT shall submit a final set of reports and studies which shall be endorsed (seal/signature) by the CONSULTANT.

The CONSULTANT shall not be liable for use by CFX of said plans, documents, reports, studies or other data for any purpose other than intended by the terms of this Agreement.

Reference herein to this Agreement shall be considered to include any Supplemental Agreement thereto.

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

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 the required services and shall have due regard for acceptable standards of construction engineering and inspection principles. The CONSULTANT may associate with such specialists, for the purpose of its services hereunder, without additional cost to CFX, other than those costs negotiated within the limits and terms of this Agreement. Should the CONSULTANT desire to utilize specialists, the CONSULTANT shall be fully responsible for satisfactory completion of all subcontracted work. It is understood and agreed that CFX will not, except for such services so designated herein, permit or authorize the CONSULTANT to perform less than the total contract work with other than its own organization.

Prior to retaining a subconsultant, or assigning any work to a subconsultant, the CONSULTANT shall verify that the subconsultant does not have any conflicts and acknowledges its duty to comply with CFX's Code of Ethics. The CONSULTANT shall ensure that each subconsultant adheres to, and cause all subconsultants to be bound by, all requirements, conditions, and standards set forth herein. The CONSULTANT shall collect and maintain the necessary subconsultant compliance and acknowledgement documentation and remove any subconsultant immediately, if the necessary said documentation is unavailable or the subconsultant is not adhering to the requirements and standards herein. The CONSULTANT shall provide subconsultant compliance and acknowledgement documentation to CFX upon request.

The approved subconsultants are:

Archaeological Consultants, Inc. - Class I
Geotechnical and Environmental Consultants, Inc. - Class II
ECHO UES, Inc. - Class I&II
Edwin R. Barfield, LLC d/b/a Barfield Group - Class II
Environmental Transportation Planning, LLC - Class I

CONSULTANT shall not further sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the CONSULTANT's right, title, or interest therein without the written consent of CFX, which may be withheld in CFX's sole and absolute discretion. Any attempt by CONSULTANT to dispose of this Contract as described above, in part or in whole, without CFX's written consent shall be null and void and shall, at CFX's option, constitute a default under the Contract.

If, during the term of this Contract and any renewals hereof, the Consultant desires or intends to provide payment to a subconsultant, and/or service provider (collectively "Sub-

Vendor") that was not disclosed by the Consultant 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, the Consultant shall first submit a request to the Procurement Director to add such Vendor to the approved Major Sub-Vendors under this Contract.

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 the Consultant under this Contract until such Sub-Vendor has been approved by the CFX Board. In the event of a so-designated emergency, the Consultant 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.

CFX shall not be responsible to Consultant for any payments made or obligated to any such Sub-Vendor in excess of $75,000.00 should Consultant have failed to add such Vendor to this Contract's Major Vendors list in compliance with this provision.

6.0 COMPENSATION

CFX agrees to pay the CONSULTANT compensation as detailed in **Exhibit "B"**, Method of Compensation, attached hereto and made a part hereof, in the not-to-exceed amount of $1,800,000.00. Bills for fees or other compensation for services or expenses shall be submitted to CFX in detail sufficient for a proper pre-audit and post audit thereof.

The CONSULTANT may be liable for CFX costs resulting from negligent, reckless, or intentionally wrongful errors or deficiencies in designs furnished under this Agreement. CFX may enforce such liability and collect the amount due if the recoverable cost will exceed the administrative cost involved or is otherwise in CFX's best interest. Records of costs incurred by the CONSULTANT under terms of this Agreement shall be maintained and made available upon request to CFX at all times during the period of this Agreement, and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to CFX upon request. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed. Records of costs incurred includes the CONSULTANT's general accounting records and the project records, together with supporting documents and records, of the CONSULTANT and all subconsultants performing work on the project, and all other records of the CONSULTANT and subconsultants considered necessary by CFX for a proper audit of project costs. The obligations in this paragraph 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 3452 Lake Lynda Drive, Suite 200, Orlando, FL 32817.

Notwithstanding Section 16, entitled "Communications, Public Relations, and Use of Logos," CONSULTANT acknowledges that CFX is a body politic and corporate, an agency of the State of Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes. To the extent that the CONSULTANT is in the possession of documents that fall within the definition of public records subject to the Public Records Act, which public records have not yet been delivered to CFX, Consultant agrees to comply with Section 119.0701, Florida Statutes.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT Phone: 407-690-5000, e-mail: publicrecords@cfxway.com, and address: Central Florida Expressway Authority, 4974 ORL Tower Road, Orlando, FL. 32807.

An excerpt of Section 119.0701, Florida Statutes is below.

> Per Section 119.0701(1), "Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).
>
> Per Section 119.0701(b). The contractor shall comply with public records laws, specifically to:
>
> 1. Keep and maintain public records required by the public agency to perform the service.
> 2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow

the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

The 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 DESIGN PROFESSIONAL SERVICES RENDERED UNDER THIS 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 Paragraph 6.0 are accurate, complete and current as of the date of this Agreement. It is further agreed that said price provided in Paragraph 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 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 performed by the CONSULTANT prior to abandonment or termination of the Agreement. The ownership of all engineering documents completed or partially completed at the time of such termination or abandonment, shall be retained by CFX.

CFX reserves the right to cancel and terminate this Agreement in the event the CONSULTANT or any employee, servant, or agent of the CONSULTANT is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONSULTANT for or on behalf of CFX, without penalty. It is understood and agreed that in the event of such termination, all tracings, plans, specifications, maps, and data prepared or obtained under this Agreement shall immediately be turned over to CFX. The CONSULTANT shall be compensated for work properly performed rendered up to the time of any such termination in accordance with Paragraph 6.0 hereof. CFX also reserves the right to terminate or cancel this Agreement in the event the CONSULTANT shall be placed in either voluntary or

involuntary bankruptcy or an assignment be made for the benefit of creditors. CFX further reserves the right to suspend the qualifications of the CONSULTANT to do business with CFX upon any such indictment or direct information. In the event that any such person against whom any such indictment or direct information is brought shall have such indictment or direct information dismissed or be found not guilty, such suspension on account thereof may be lifted by CFX.

11.0 ADJUSTMENTS

All services shall be performed by the CONSULTANT to the reasonable satisfaction of the Project Manager who shall decide all questions, difficulties, and dispute of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount, and value thereof. Adjustments of compensation and term of the Agreement, because of any major changes in the work that may become necessary or desirable as the work progresses, shall be left to the discretion of the Executive Director as memorialized in mutually executed Supplemental Agreement(s). Disputes between the Project Manager and the CONSULTANT that cannot be resolved shall be referred to CFX's Executive Director whose decision shall be final.

In the event that the CONSULTANT and CFX are not able to reach an agreement as to the amount of compensation to be paid to the CONSULTANT for supplemental work desired by CFX, the CONSULTANT shall be obligated to proceed with the supplemental work in a timely manner for the amount determined by CFX to be reasonable. In such event, the CONSULTANT will have the right to file a claim with CFX for such additional amounts as the CONSULTANT deems reasonable; for consideration by the Executive Director; however, in no event will the filing of the claim or the resolution or litigation thereof, through administrative procedures or the courts, relieve the CONSULTANT from the obligation to timely perform the supplemental work.

12.0 HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY

The CONSULTANT shall indemnify and hold harmless CFX, and its officers board members, and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the design professional in the performance of the Agreement.

Subject to the provisions and limitations set forth in law, the CONSULTANT expressly agrees to indemnify, and hold harmless CFX, and its officers, board members, and employees, from any claim, liabilities, losses, damages, and costs, including, but not limited to, reasonable attorneys' fees, arising from any act, error, or omission of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement, except that the CONSULTANT will not be liable under this paragraph for claims of, or damages resulting from, gross negligence, or willful, wanton or intentional misconduct of CFX, its officers, board members, or employees during the performance of the Agreement.

When CFX receives a notice of claim for damages that may have been caused by the CONSULTANT in the performance of services required by the CONSULTANT under this Agreement, CFX will immediately forward the notice of claim to the CONSULTANT. The

CONSULTANT and the AUTHORITY will evaluate the notice of claim and report their findings to each other within fourteen (14) calendar days.

In the event a lawsuit is filed against CFX alleging negligence or wrongdoing by the CONSULTANT, CFX and the CONSULTANT will jointly discuss options in defending the lawsuit. After reviewing the lawsuit, CFX will determine whether to request the participation of the CONSULTANT in the defense of the lawsuit or to request that the CONSULTANT 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 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.

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.

The obligations in Section 12.0, Hold Harmless and Indemnification, Sovereign Immunity 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

There are no third-party beneficiaries of this Agreement and nothing in this Agreement, express or implied, is intended to confer on any person other than the parties hereto (and their respective successors, heirs and permitted assigns), any rights, remedies, obligations or liabilities.

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, its employees, members, officers, agents, consultants, and successors shall be named as Additional Insured under this policy. Insurance Services Office endorsement CG 20 10 (11 85 edition date) or both CG 20 10 and CG 20 37 (12 19 edition dates) forms (if later edition dates are used), shall be used to meet these requirements and a photocopy of same shall be provided with the Certificate. The 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 Commercial 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 Insurance shall be provided as required by law or regulation (statutory requirements). The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of CFX for all work performed by the CONSULTANT, its employees, agents and subconsultants.

15.4 Professional Liability Coverage shall have limits of not less than One Million Dollars ($1,000,000) per claim / annual aggregate, protecting the selected firm or individual against claims of CFX for negligence, errors, mistakes or omissions in the performance of services to be performed and furnished by the CONSULTANT.

The CONSULTANT shall provide CFX with Certificate(s) of Insurance with required endorsements on all the policies of insurance and renewals thereof in a form(s) acceptable to CFX. CFX shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action.

All insurance policies shall be issued by companies licensed to do business under the laws of the State of Florida. Each shall carry a Financial Strength Rating (FSR) of at least "A-" (Excellent) and a Financial Size Category (FSC) of at least Category "VIII" as defined by A.M. Best Company, or equivalent ratings from another nationally recognized insurance rating service. If requested by CFX, CFX shall have the right to examine copies and relevant provisions of the insurance policies required by this Agreement, subject to the appropriate confidentiality provisions to safeguard the proprietary nature of CONSULTANT manuscript policies.

In the event any of the aforementioned insurance policies provide greater coverage or greater limits than the minimum requirements set forth herein, then CFX shall be entitled to the full coverage and limits of such policies, and these insurance requirements will be deemed to require such greater coverage and greater limits.

Any deductible or self-insured retention must be declared to and approved by CFX. At the option of CFX, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as requests CFX, or the CONSULTANT shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

All such insurance required by the CONSULTANT shall be primary to, and not contribute with, any insurance or self-insurance maintained by CFX.

Compliance with these insurance requirements shall not relieve or limit the CONSULTANT's liabilities and obligations under this Agreement. Failure of CFX to demand such certificate or evidence of full compliance with these insurance requirements or failure of CFX to identify a deficiency from evidence provided will not be construed as a waiver of the CONSULTANT's obligation to maintain such insurance.

The acceptance of delivery by CFX of any certificate of insurance evidencing the required coverage and limits does not constitute approval or agreement by CFX that the insurance requirements have been met or the insurance policies shown in the certificates of insurance are in compliance with the requirements.

16.0 COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS

The CONSULTANT agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying CFX and securing its consent in writing, except as required by law. The CONSULTANT also agrees that it shall not publish, copyright or patent any of the data, documents, reports, or other written or electronic materials furnished in compliance with this Agreement, it being understood that, under Section 7.0 hereof, such data or information is the property of CFX.

Regarding the use of logos, printed documents and presentations produced for CFX shall not contain the name or logo of the CONSULTANT unless approved by CFX's Public Affairs Officer or his/her designee. Prior approval by CFX's Public Affairs Officer or his/her designee is required if a copy of the CFX logo or any CFX mark, including trademarks, service marks, or any other mark, collectively referred as "Marks," is to be used in a document or presentation. The Marks shall not be altered in any way. The width and height of the Marks shall be of equal proportions. If a black and white Mark is utilized, the Mark shall be properly screened to insure all layers of the Mark are visible. The proper presentation of CFX Marks is of utmost importance to CFX. Any questions regarding the use of CFX Marks shall be directed to the CFX Public Affairs Officer or his/her designee.

17.0 CONFLICT OF INTEREST AND STANDARD OF CONDUCT

No Contingent Fees. CONSULTANT warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Contract, and that CONSULTANT has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For breach of this provision, CFX shall have the right to terminate this Contract without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission percentage, gift or consideration.

CONSULTANT acknowledges that CFX officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with CFX in accordance with CFX's Code of Ethics. CONSULTANT acknowledges that it has read the CFX's Code of Ethics and, to the extent applicable, CONSULTANT will comply with the aforesaid CFX's Code of Ethics in connection with performance of the Contract.

As required by Section 348.753, Florida Statutes, and CFX's Code of Ethics, CONSULTANT agrees to complete CFX's Potential Conflict Disclosure Form prior to the execution of the Contract, upon the occurrence of an event that requires disclosure, and annually, not later than July 1st.

CONSULTANT covenants and agrees that it and its employees, officers, agents, and subconsultants shall be bound by the standards of conduct provided in Section 112.313, Florida Statutes, as it relates to work performed under this Contract, which standards will be reference be made a part of this Contract as though set forth in full. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

CONSULTANT hereby certifies that no officer, agent or employee of CFX has any "material interest" (as defined in Section 112.312(15), Florida Statutes) either directly or indirectly, in the business of CONSULTANT, and that no such person shall have any such interest at any time during the term of this Agreement.

The CONSULTANT shall not knowingly enter into any other contract with CFX during the term of this Agreement which would create or involve a conflict of interest with the services provided herein. Likewise, subconsultants shall not knowingly enter into any other contract with CFX during the term of this Agreement which would create or involve a conflict of interest with the service provided herein and as described below. Questions regarding potential conflicts of interest shall be addressed to the Executive Director for resolution.

During the term of this Agreement the CONSULTANT is NOT eligible to pursue any advertised construction engineering and inspection projects of CFX as either a prime or subconsultant where the CONSULTANT participated in the oversight of the projects or for any project which the CONSULTANT prepared plans and/or specifications. Subconsultants are also ineligible to pursue construction engineering and inspection projects where they participated in the oversight of the projects or for any project which the subconsultant was involved in the preparation of plans and/or specifications.

18.0 DOCUMENTED ALIENS

The CONSULTANT warrants that all persons performing work for CFX under this Agreement, regardless of the nature or duration of such work, shall be United States citizens or properly authorized and documented aliens. The CONSULTANT shall comply with all federal, state and local laws and regulations pertaining to the employment of unauthorized or undocumented aliens at all times during the performance of this Agreement and shall indemnify and hold CFX harmless for any violations of the same. Furthermore, if CFX determines that CONSULTANT has knowingly employed any unauthorized alien in the performance of this Agreement, CFX may immediately and unilaterally terminate this Agreement for cause.

The obligations in Section 18.0, Documented Aliens, shall survive the expiration or termination of this Agreement and continue in full force and effect.

19.0 FLORIDA VENDOR ELIGIBILITY REQUIREMENTS

19.1 E-Verification

A. This Contract is subject to the requirements found in Section 448.095(5), Florida Statutes. By executing this Contract, Contractor/Consultant 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/Consultant.

B. Contractor/Consultant additionally hereby acknowledges the responsibilities and obligations of both Contractor/Consultant and CFX under Section 448.095(5), Florida Statutes, which includes without limitation: (1) an obligation that Contractor/Consultant 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/Consultant's failure to comply with the applicable provisions of Section 448.095(5), Florida Statutes, and to impose upon Contractor/Consultant any additional costs incurred by CFX resulting from such termination.

19.2 Public Entity Crimes

Contractor/Consultant hereby represents, warrants, and certifies that: (1) neither Contractor/Consultant, nor one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of Contractor/Consultant, nor any affiliate of the entity, has been charged with and convicted of public entity crime subsequent to July 1, 1989; (2) Contractor/Consultant 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 (3) Contractor/Consultant 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.

19.3 Scrutinized Companies

A. Contractor/Consultant hereby represents, warrants, and certifies to the following: (1) Contractor/Consultant 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/Consultant 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.

B. If the Contract value meets or exceeds $1,000,000.00, then Contractor/Consultant hereby additionally represents, warrants, and certifies that: (1) Contractor/Consultant 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/Consultant is not engaged in business operations in Cuba or Syria.

C. 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/Consultant is found to have been placed on any of the applicable lists referenced in this provision at any time; and/or (3) if Contractor/Consultant becomes engaged in business operations in Cuba or Syria or any boycott of Israel.

19.4 Discriminatory Vendors and Anti-Trust Violators

Contractor/Consultant 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: (1) may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; (2) 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; (3) may not submit bids, proposals, or replies on leases of real property to a public entity; (4) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (5) may not transact business with any public entity.

19.5 Countries of Foreign Concern

A. Contractor/Consultant hereby represents, warrants, and certifies that Contractor/Consultant 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.

B. If this Contract will in any manner give Contractor/Consultant access to any individual's personal identifying information, then:

(1) As a precondition to this Contract and prior to completing any work or otherwise performing hereunder, Contractor/Consultant shall submit to CFX an affidavit signed by an officer or representative of Contractor/Consultant under penalty of perjury attesting that Contractor/Consultant does not meet any of the following criteria: (a) Contractor/Consultant 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/Consultant; or (c) Contractor/Consultant 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).

(2) Contractor/Consultant 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/Consultant is found to be in violation of this provision, Section 287.138, Florida Statutes, and/or its affidavit.

19.6 Common Carrier

A. Contractor/Consultant hereby represents, warrants, and certifies that Contractor/Consultant 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.

B. If Contractor/Consultant meets the definition of "common carrier" as provided in Section 908.111(1), Florida Statutes, then:

(1) As a precondition to this Contract and prior to completing any work or otherwise performing hereunder, Contractor/Consultant 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.

(2) In accordance with Section 908.111(3), Florida Statutes, CFX may terminate this Contract for cause if Contractor/Consultant is found to be in violation of this provision, Section 908.111, Florida Statutes, and/or its attestation.

19.7 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 services as defined in Section 787.06(2)(a), Florida Statutes. Such affidavit is hereto attached as CFX-220: Human Trafficking Affidavit.

19.8 Incorporation of Florida Vendor Eligibility Provision Forms

A. Either as part of the solicitation for this Contract, or as a precondition of this Contract, Consultant has or will execute specific certifications, affidavits, and attestations regarding the various provisions in this Article by use of the following forms provided by CFX:

CFX-200: E-Verification Use and Registration Certification
CFX-210: Certifications Regarding Vendor Eligibility
CFX 220: Human Trafficking Affidavit
CFX-230: Common Carrier Attestation
CFX-240: Foreign Countries of Concern Affidavit

B. All such forms are hereby incorporated into this Contract and serve as a material part hereof. If for any reason Consultant has not yet executed any such forms: (1) Consultant doing so shall be a precondition to CFX's obligation to provide payment for any work or any other performance under this Contract; and (2) any failure of Consultant to do shall be cause for termination of this Contract by CFX

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), Florida Statutes. 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 mean any and all records, documents, information, communications, and data, regardless of the format or method of storage (physical, electronic, or other), related to the CONSULTANT's performance of this Contract and shall include without limitation any and all writings, working papers, drafts, invoices, financial reports, field notes, charts, or any other data compilations, books of account, photographs, video recordings, audio recordings, supporting documents, and any other papers or data in whatever form.

(ii) "Proposal Records" shall mean any and all records, documents, information, and data, regardless of the format or method of storage (physical, electronic, or other), used by CONSULTANT in determining labor, unit price, or any other component of a solicitation response submitted by CFX and shall include without limitation writings, working papers, charts or other data compilations that contain or reflect information, data or calculations, as well as any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subconsultants, or material suppliers, profit contingencies, and any manuals standard in the industry that may be used by CONSULTANT in determining a price.

24.2 CFX reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Proposal Records (as hereinafter defined) of the CONSULTANT or any subcontractor. By submitting a response to the Request for Proposal, CONSULTANT or any subcontractor submits to and agree to comply with the provisions of this section.

24.3 If CFX requests access to or review of any Contract Documents or Proposal Records and CONSULTANT refuses such access or review or delays such access or review for over ten (10) calendar days, CONSULTANT shall be in default under its Contract with CFX, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of CONSULTANT. These provisions shall not be limited in any manner by the existence of any CONSULTANT claims or pending litigation relating to the Contract. Disqualification or suspension of the CONSULTANT for failure to comply with this section shall also preclude the CONSULTANT from acting in the future as a subcontractor of another contractor doing work for CFX during the period of disqualification or suspension. Disqualification shall mean the CONSULTANT is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.

24.4 Final Audit for Project Closeout: The CONSULTANT shall permit CFX, at CFX's option, to perform or have performed, an audit of the records of the CONSULTANT and any or all subconsultants to support the compensation paid the CONSULTANT. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONSULTANT under the Contract are subsequently determined to have been inadvertently paid by CFX because of accounting errors or charges not in conformity with the Contract, the CONSULTANT agrees that such amounts are due to CFX upon demand. Final payment to the CONSULTANT shall be adjusted for audit results.

24.5 CONSULTANT shall preserve all Proposal Records and Contract Records for the entire term of the Contract and for a period of five (5) years after the later of: (i) final acceptance of the project by CFX, (ii) until all claims (if any) regarding the Contract are resolved, or (iii) expiration of the Proposal Records and Contract Records' status as public records, as and if applicable, under Chapter 119, Florida Statutes.

24.6 The obligations in Section 24.0, Audit and Examination of Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

25.0 GOVERNING LAW AND VENUE

This Agreement, and all claims, controversies, and causes of action arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, shall be governed by, and enforced in accordance with, the internal laws of the State of Florida, including its statutes of limitations, without giving effect to any conflict-of-laws or other rule that would result in the application of the laws of a different jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. The parties consent to the exclusive jurisdiction of the courts located in Orange County, Florida. The obligations in Section 25.0, Governing Law and Venue, shall survive the expiration or termination of this Agreement and continue in full force and effect.

26.0 NOTICE

All notices required pursuant to the terms hereof shall be sent by First Class United States Mail. Unless prior written notification of an alternate address for notices is sent, all notices shall be sent to the following addresses:

To CFX: Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807
Attn: Chief of Infrastructure

Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807
Attn: General Counsel

To CONSULTANT: Ardurra Group, Inc.
3452 Lake Lynda Drive, Suite 200
Orlando, FL 32817
Attn: Amanda Ashby, AICP

Ardurra Group, Inc.
3452 Lake Lynda Drive, Suite 200
Orlando, FL 32817
Attn: David Dangel, 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

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.

30.0 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.

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 parties hereto have made and executed this Contract: Central Florida Expressway Authority, signing by and through its Director of Procurement, authorized to execute the same by CFX's Board of Directors at its meeting action on the 12th day of June 2025, and ARDURRA GROUP, INC., signing through its undersigned signatory, duly authorized to execute same.

ARDURRA GROUP, INC.

BY:_____
Authorized Signature

Title:_____

Print Name:_____

Date: _____

ATTEST:_____(Seal)
Secretary or Notary

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY:_____
Director of Procurement

Print Name: Aneth Williams

Date: _____

Approved as to form only, for exclusive reliance upon by the Central Florida Expressway Authority only, on this ____ day of _____, 20____.

_____
Cristina T. Berrios, Deputy General Counsel

Exhibit A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

FOR

MISCELLANEOUS PLANNING CONSULTANT SERVICES

CONTRACT 002216

IN BREVARD, LAKE, ORANGE, OSCEOLA, SEMINOLE COUNTIES, FLORIDA

May 2025

Exhibit A

SCOPE OF SERVICES

TABLE OF CONTENTS

	Description		Page No.
1.0	GENERAL		
	1.01	Location	1
	1.02	Description	1
	1.03	Purpose	1
	1.04	Organization	2
	1.05	Term of Agreement for Planning Services	2
2.0	STANDARDS		2
3.0	DESIGN CRITERIA		
	3.01	General	3
	3.02	Geometry	3
	3.03	Bridge and Other Structures	4
4.0	WORK PERFORMED BY CONSULTANT		
I.	ENVIRONMENTAL ANALYSIS AND REPORTS		4
	4.01	Proposed Improvements	4
	4.02	Purpose and Need	4
	4.03	Socioeconomic Characteristics	5
	4.04	Economic	5
	4.05	Land Use Changes	5
	4.06	Mobility	5
	4.07	Aesthetics	6
	4.08	Relocation Potential	6
	4.09	Archaeological and Historic Resources	6
	4.10	Recreational/Section 4(f)	6
	4.11	Wetlands and Fish Habitat	6
	4.12	Water Quality	6
	4.13	Special Designation	7
	4.14	Floodplains	7
	4.15	Coastal Barrier Resources	7

TABLE OF CONTENTS (cont.)

	Description	Page No.
4.16	Wildlife Habitat	7
4.17	Noise	8
4.18	Air Quality	8
4.19	Contamination	8
4.20	Utilities and Railroads	8
4.21	Construction Impact Analysis	9
4.22	Bicycles and Pedestrians	9
4.23	Navigation	9
4.24	Identify Permit Conditions	9
II.	ENGINEERING ANALYSIS AND REPORTS	9
4.25	Data Collection	10
4.26	Field Review	10
4.27	Geotechnical	10
4.28	Traffic	11
4.29	Traffic Data for Noise Study	11
4.30	Traffic Data for Air Analysis	11
4.31	Signalization Analysis	11
4.32	Safety	11
4.33	Existing Roadway Characteristics	11
4.34	Typical Section Analysis	12
4.35	Access Management	12
4.36	Existing Structure Characteristics	12
4.37	Structures Typical Section	12
4.38	Structures Design Alternatives	12
4.39	Drainage	13
4.40	Prepare Base Map for Conceptual Plans	14
4.41	Multi-modal Accommodations	14
4.42	Maintenance of Traffic	14
4.43	Construction Cost Estimate	15
III.	FINAL DELIVERABLES	15
5.0	MATERIALS FURNISHED BY CFX OR ITS DESIGNEE	
5.01	Record Documents	15
5.02	Traffic Data	16
5.03	Other	16
6.0	WORK PERFORMED BY CFX OR ITS DESIGNEE	
6.01	Public Engagement	17

6.02 Conceptual Specialty Design 17

TABLE OF CONTENTS (cont.)

7.0 ADMINISTRATION

7.01 Central Florida Expressway Authority 17
7.02 CFX's Project Manager 17
7.03 Consultant 18
7.04 Project Control 19
7.05 Work Progress 19
7.06 Schedule 19
7.07 Project Related Correspondence 20
7.08 Quality Control 20
7.09 Consultant Personnel 20
7.10 Site Visit 20
7.11 Acceptability of Work 20
7.12 Reviews and Submittals 21

1.0 GENERAL

1.01 Location

A. Projects (and project locations) to be identified on an individual basis per each Work Authorization.

1.02 Description

A. The work to be performed under this contract includes miscellaneous planning services on an as-needed basis for minor projects including preparation of required CFX Project Development and Environment (PD&E) documentation [which could consist of a CFX Non-Major Action Checklist, CFX Level 1 Project Environmental Impact Report (PEIR), or CFX Level 2 PEIR] for various roadway projects, bridge projects, toll plaza projects, project re-evaluations, and other minor assignments as identified by CFX. Specific elements may include (but are not limited to): required analysis and preparation of various PD&E documentation for minor roadway, bridge, signing and pavement markings, maintenance of traffic, environmental services, miscellaneous structures and other tasks and associated activities as requested by CFX. 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 minor projects including preparation of required PD&E documentation for various roadway projects, bridge projects, toll plaza projects, project re-evaluations, and other minor assignments related to the planning, design, construction, operation and maintenance of the expressway system as identified by CFX for the miscellaneous planning 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 approved under this contract.

B. As necessary, the CONSULTANT will perform those planning services required for PD&E documentation as identified by CFX. Specific elements may include (but are not limited to) required analysis and preparation of various PD&E documentation for minor roadway, bridge, signing and pavement markings, maintenance of traffic, environmental services, miscellaneous structures and other tasks and associated activities as

requested by CFX.

C. CFX's Project Manager or CFX's General Engineering Consultant (GEC) Project Manager will provide contract administration, management services, and technical reviews of all work associated with the draft and final documents.

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 Planning Services

A. The term of the Agreement will 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.

2.0 STANDARDS

A. The CFX Project Development & Environment (PD&E) Study Documentation Guidance (January 2024 and future editions) will be the primary reference for preparation of documents and reports. Additionally, the services performed by the CONSULTANT will be in compliance with all applicable current CFX criteria and FDOT Manuals and Guidelines. The FDOT's Manuals and Guidelines incorporate by requirement or reference all applicable State and Federal regulations. The current edition, including updates of the following FDOT Manuals and Guidelines will be used in the performance of this work. It is understood that AASHTO criteria will apply as incipient policy. Some standards may not apply to each project but are listed for reference.

- Florida Statutes
- Florida Administrative Codes
- Applicable federal regulations and technical advisories.
- Project Development and Environment Manual
- Plans Preparation Manual
- Roadway Traffic and Design Standards
- Highway Capacity Manual
- Manual of Uniform Traffic Control Devices (MUTCD)

- Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways
- Bicycle Facilities Planning and Design Manual
- Right-of-Way Mapping Handbook
- Location Survey Manual
- EFB User Guide
- Drainage Manual
- Outline Specifications - Aerial Surveys/Photogrammetry
- Soils and Foundations Manual
- Structures Design Guidelines
- CADD Manual (No. 625-050-001)
- CADD Production Criteria Handbook
- Florida's Level of Service Standards and Guidelines Manual for Planning (No. 525-000-005)
- Equivalent Single Axle Load Guidelines (No. 525-030-121)
- Design Traffic Procedure (No. 525-030-120)
- K-Factor Estimation Process
- Project Traffic Forecasting Guidelines
- Florida Highway Landscape Guide
- Basis of Estimates Manual

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 conceptual plan review submittal, the CONSULTANT will 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 will use the most restrictive or conservative criteria applicable.

3.02 Geometry

A. All plans and designs will 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 will 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

As required by CFX, the CONSULTANT will be responsible for the work outlined in this Section according to each Work Authorization.

I. ENVIRONMENTAL ANALYSIS AND REPORTS

The CONSULTANT will perform the appropriate level of environmental analysis of each community, cultural, natural, or physical feature of the project and prepare the required corresponding documentation to support the preparation of a CFX Non-Major Action Checklist, CFX Level 1 PEIR, or CFX Level 2 PEIR as outlined in the CFX PD&E Documentation Guidance. For project re-evaluations, as stated in the Guidance, changes to the proposed environmental conditions of the project that have been made since the approval of an existing environmental document and the resulting impacts should be described, evaluated, and documented.

The Environmental Documents prepared by the CONSULTANT will comply with the procedures listed in the most recent FDOT PD&E Manual and will also include content described in the FDOT PD&E Manual. The task of documentation includes the preparation of draft reports or technical memorandums prepared by the CONSULTANT for review and comment by the CFX prior to producing final reports and documents. As this is a miscellaneous planning services contract, it is understood that not all of the work outlined in this Section is applicable to every project Work Authorization.

4.01 Proposed Improvements

A. In coordination with CFX, the CONSULTANT will prepare a description of the proposed improvements associated with the project.

4.02 Purpose and Need

A. In coordination with CFX, the CONSULTANT will prepare the Purpose and Need statement of the proposed project.

4.03 Socioeconomic Characteristics

A. The CONSULTANT will conduct an overview of the study area to explore the socioeconomic issues, features, and activities that will influence the development of the conceptual alternative. Socioeconomic features to be cataloged will include, but not be limited to:

a. Schools
b. Places of worship
c. Community centers and parks
d. Other public facilities
e. Neighborhoods
f. Specialized housing

B. The CONSULTANT will collect enough meaningful data to perform a comprehensive socioeconomic analysis that can be used in conjunction with the other environmental factors in evaluating the conceptual alternative. The CONSULTANT should be prepared to interview knowledgeable people and conduct field reviews to verify as necessary.

C. The CONSULTANT will describe existing neighborhoods and evaluate the potential impacts of the project upon them.

4.04 Economic

A. The CONSULTANT will document how public comments, ideas, and concerns have been addressed as part of the project. Changes to an existing roadway alignment with new traffic patterns can greatly alter access/ease of access to local businesses.

4.05 Land Use Changes

A. The CONSULTANT will review existing and future land uses and analyze the compatibility of the project with the identified land use in accordance with the PD&E Manual. An analysis will be required that demonstrates to what extent the project would likely change the surrounding land use, compared to existing (taking into account current plans and ongoing roadway improvements).

4.06 Mobility

A. The CONSULTANT will review and analyze current mobility options for local traffic and pedestrians to access area businesses, parks, places of worship, etc. and how mobility options may be altered.

4.07 Aesthetics

A. Aesthetic considerations such as impacts on existing neighborhoods and surrounding communities (positive and negative), landscaping opportunities, gateway opportunities, theme opportunities and vistas/focal points will also be addressed. Structural design opportunities, stormwater facilities, preservation of existing vegetation, and vacated right-of-way potential will also be considered. The CONSULTANT will evaluate the potential visual and aesthetic impacts to the community associated with the project in accordance with the PD&E Manual.

4.08 Relocation Potential

A. If federal funding is applicable, relocation impacts will be assessed by the CONSULTANT.

4.09 Archaeological and Historical Resources

A. The CONSULTANT will provide a cultural resource assessment for the conceptual alternative, which may include coordination with SHPO. A complete Cultural Resource Assessment Survey may be performed in accordance with the PD&E Manual. The CONSULTANT will completely analyze the impacts to all cultural and historic resources within the Area of Potential Effect (APE) and prepare a Cultural Resource Assessment Technical Memorandum or Cultural Resource Assessment Request Package as described in the PD&E Manual.

4.10 Recreational / Section 4(f)

A. Section 4(f) is not applicable. Recreational areas will be identified as part of 4.01.

4.11 Wetlands and Essential Fish Habitat

A. The CONSULTANT will collect all available information on wetlands located within the study area. The CONSULTANT will evaluate and document all potential impacts to the study area wetlands in accordance with the PD&E Manual.

B. The CONSULTANT will collect all data necessary to confirm there are no aquatic preserves or essential fish habitats located within the study area.

4.12 Water Quality

A. The CONSULTANT will obtain information on the existing water quality of potential receiving water bodies and evaluate the project's potential for enhancing or degrading their water quality. A Water Quality Impact Evaluation checklist and supporting documentation will be prepared pursuant to the PD&E Manual.

4.13 Special Designation

A. The CONSULTANT will collect all data necessary to perform an assessment of Outstanding Florida Waters in accordance with the PD&E Manual. The CONSULTANT will confirm there are no Wild and Scenic River designations within the study area. The CONSULTANT will confirm no aquatic preserves or Wild and Scenic Rivers are impacted by the project and provide the appropriate level of documentation in accordance with the PD&E Manual.

4.14 Floodplains

A. The CONSULTANT will collect all available information on floodplains located within the study area. The CONSULTANT will evaluate and document all potential impacts to the study area floodplains in accordance with the PD&E Manual.

4.15 Coastal Barrier Resources

A. The CONSULTANT will collect all available information on coastal barrier resources located within the study area. The CONSULTANT will evaluate and document all potential impacts to the study area coastal barrier resources in accordance with the PD&E Manual.

4.16 Wildlife and Habitat

A. The CONSULTANT will generally describe the project area and, more specifically, describe the area within the proposed right-of-way limits including common names and Latin binomials for dominant and/or representative species. The CONSULTANT will further quantify areas that will be impacted both directly (within the right-of-way limits) and indirectly (ecotone encroachment, etc.) by the conceptual alternative(s).

B. The CONSULTANT will record all fauna observed and outline what species might be expected to be found based on flora. Any State or Federal "critical habitat" must be identified.

C. The CONSULTANT will obtain all biological information needed to prepare a Natural Resources Evaluation of the project where endangered or

threatened species are identified. The CONSULTANT will prepare a Natural Resources Evaluation Technical Memorandum or Report for the project in accordance with the PD&E Manual.

4.17 Noise

A. The CONSULTANT may perform a traffic noise analysis in accordance with the FDOT PD&E Manual OR provide coordination activities with the GEC's designated noise subconsultant. A desktop review will be performed to assess the potential for traffic noise impacts and if a detailed noise analysis is warranted. This task will include collecting all data necessary to perform the noise impact analysis. The CONSULTANT may develop OR coordinate with the GEC's designated noise subconsultant in the development of Traffic Noise Model input data and evaluate the existing conditions, the No-Build Alternative and one Build Alternative for the Noise Sensitive Areas (NSAs) potentially impacted by traffic noise. The CONSULTANT may conduct OR coordinate with the GEC's designated noise subconsultant to conduct detailed traffic noise barrier analyses for NSAs within 400 feet of the project corridor. The CONSULTANT may prepare a comprehensive Technical Memorandum in lieu of a full Noise Study Report.

4.18 Air Quality

A. The CONSULTANT will collect all data necessary to perform the air quality screening test in accordance with the PD&E Manual. The air quality study will be performed in accordance with the PD&E Manual. The air quality screening analysis will be documented in a brief Technical Memorandum.

4.19 Contamination

A. The CONSULTANT will collect all data necessary to perform the Contamination Screening Evaluation in accordance with the PD&E Manual.

4.20 Utilities and Railroads

A. The CONSULTANT will collect data on the location of all existing utilities within the study area. The CONSULTANT will obtain data and information and may meet with utility owners concerning proposed utility improvements, some of which may influence location/design considerations. Utility data to be collected will address the following, but not be limited to:

a. Overhead Transmission lines, microwave towers, etc.
b. Underground water, gas, sanitary sewer, force mains, power and telephone cables, etc.
c. Bridge attachments.

B. Based on the coordination with the utility companies along the project, the CONSULTANT will prepare a Utility Assessment Package as described in the PD&E Manual. The CONSULTANT will also address impacts to existing and proposed railroads, if applicable.

4.21 Construction Impact Analysis

A. The CONSULTANT will address potential construction impacts associated with the project in accordance with the PD&E Manual.

4.22 Bicycles and Pedestrians

A. The CONSULTANT will collect all available information on bicycle and pedestrian facilities located within the study area. The CONSULTANT will evaluate and document all potential impacts to the study area bicycle and pedestrian facilities in accordance with the PD&E Manual.

4.23 Navigation

A. The CONSULTANT will collect all available information on navigable waterways located within the study area. The CONSULTANT will evaluate and document all potential impacts to the study area navigable waterways in accordance with the PD&E Manual.

4.24 Identify Permit Conditions

A. The CONSULTANT will obtain permit related information about sites that may require dredge and fill permits, water quality permits or stormwater discharge permits. This task includes the identification of all permitting agencies. The CONSULTANT will identify permit conditions, and type of permits required.

II. ENGINEERING ANALYSIS AND REPORTS

The CONSULTANT will perform the appropriate level of engineering analysis for the project and, as applicable, prepare the required corresponding documentation to support the preparation of a CFX Non-Major Action Checklist, CFX Level 1 PEIR, or CFX Level 2 PEIR as outlined in the CFX PD&E Documentation Guidance and/or CFX criteria. For project re-evaluations, as stated in the Guidance, changes to the proposed design elements of the project that have been made since

the approval of an existing environmental document and the resulting impacts should be described, evaluated, and documented. As determined by the CFX PM, CFX or the CONSULTANT will produce a conceptual plan for the project.

The Engineering Documents prepared by the CONSULTANT will comply with the procedures listed in the most recent version of the FDOT PD&E Manual, will also follow the format and include content described in the FDOT PD&E Manual, as well as adhere to CFX criteria. The task of documentation includes the preparation of draft reports prepared by the CONSULTANT for review and comment by the CFX prior to producing final reports and documents. As this is a miscellaneous planning services contract, it is understood that not all of the work outlined in this Section is applicable to every project Work Authorization.

4.25 Data Collection

A. Immediately following the Notice to Proceed, the CONSULTANT will begin data collection. The information collected should include all data necessary to adequately identify and evaluate the location and design of the facility. All data collection efforts should be performed in accordance with the PD&E Manual.

B. The CONSULTANT will make maximum use of existing information available from state, regional and local agencies such as the Florida Geographic Data Library (FGDL), or other appropriate databases that include existing features. This data base information shall be compatible for use on base maps used for public presentations, corridor maps, and alternative plans.

4.26 Field Review

A. The CONSULTANT will conduct all anticipated, necessary field trips needed to collect engineering data.

4.27 Geotechnical

A. The CONSULTANT will obtain information to describe the soil composition within the project study area using previous geotechnical reports and investigations, county and city soil survey maps, and other information from the Soil Conservation Service and detailed soil surveys as needed to determine the impacts of the project.

B. This task is for the CONSULTANT to coordinate with the geotechnical staff regarding project requirements, review of geotechnical data, and scheduling. Soil borings and lab analysis may be a component of the Work Authorizations/PD&E study.

4.28 Traffic

A. The CONSULTANT will coordinate with CFX and the Traffic and Earnings Consultant (T&EC) and be provided all project traffic related information including travel demand forecasting, design traffic and all operational analysis required for completion of the study from CFX.

4.29 Traffic Data for Noise Study

A. The CONSULTANT will obtain required traffic information from CFX and the T&EC.

4.30 Traffic Data for Air Analysis

A. The CONSULTANT will obtain required traffic information from CFX and the T&EC.

4.31 Signalization Analysis

A. On an as-needed basis, in coordination with the CFX, the CONSULTANT may perform signalization analysis and/or signal warrant studies at the intersections in accordance with all applicable manuals, procedures, guidelines, and current design memorandums. The CONSULTANT may propose preliminary signal timing plan and signal operation plan for each intersection that requires signalization on the conceptual alternative. The CONSULTANT will coordinate with the T&EC on the signalization analysis and the associated geometry of the intersections.

4.32 Safety

A. The CONSULTANT will obtain available data from FDOT'S Crash Analysis Reporting System (CARS) (Program numbers AARPJ12 and AARPJ13) and Signal Four for various highway segments within the study area. The CONSULTANT will obtain the most recent data for the previous five years. The data collected will include the number and type of crashes, crash locations, number of fatalities and injuries, and estimates of property damage and economic loss.

4.33 Existing Roadway Characteristics

A. The CONSULTANT will document the existing roadway characteristics within the project limits. The CONSULTANT will review and document available plans, pavement reports, existing rights-of-way, tax and maintenance maps and other readily available data. This effort should

include obtaining the design plans for any adjacent project(s) being advanced by CFX, FDOT, FTE, County, or City/Town. The CONSULTANT should have detailed knowledge of the various projects that make up the overall improvement.

B. The CONSULTANT will develop a CADD database, supported by computer spreadsheets, that includes all existing highway characteristics noted above, as appropriate. CADD database information will be compatible for use on aerial photography used for Public Meeting and Public Hearing displays, the Corridor Base Map(s), and Conceptual Design Plans.

4.34 Typical Section Analysis

A. The CONSULTANT will develop appropriate typical sections for the project. Typical sections for connecting roadways will be developed to meet the requirements of the government agency that is responsible for the maintenance of the roadway. The CONSULTANT will examine typical sections that may result in minimizing right-of-way, and the incorporating of other desirable features, as deemed appropriate.

4.35 Access Management

A. The CONSULTANT will ensure the appropriate access management standards are reflected within any alternative that affects the local roadway network.

4.36 Existing Structure Characteristics

A. The CONSULTANT will inventory and research existing structures to assess their age, rating, and any other factors that could be used to determine condition and future use or need for replacement.

4.37 Structures Typical Section Analysis

A. The CONSULTANT will develop all appropriate structural typical section alternatives for the project. These will include the CFX's standard typical sections, and any typical sections that may result in minimizing right-of-way and environmental impacts and incorporating context sensitive solutions for complex bridges and retaining walls.

4.38 Structures Design Alternatives

A. The CONSULTANT will show estimated bridge limits on the conceptual alternative. Schematic elevations for bridges over crossroads will indicate the basic typical section under the bridge and the approximate length will

be prepared. Based on the bridge requirements, the CONSULTANT will determine the structure type and unit costs for each conceptual alternative bridge.

4.39 Drainage

A. The CONSULTANT will collect hydraulic data as needed to assess constraints for the conceptual alternative. This effort will be coordinated with CFX and GEC applicable entities to identify any historic maintenance problems involving drainage or flooding which may affect the feasibility of the conceptual design and influence the evaluation results. The history and past hydraulic performance will be noted on all structures.

B. The CONSULTANT will collect any stormwater management or master drainage plans prepared for the area to determine the hydrologic basin characteristics, both existing and future, of bridges and culverts, such as size, topography, and land use. The CONSULTANT will inventory the immediate upstream and downstream structures and inventory existing storm drain systems; noting their type, size, hydraulic basin they serve, and discharge points.

C. The CONSULTANT will determine and quantify the base floodplain involvement for the conceptual alternative. Additionally, the CONSULANT will obtain all data necessary to analyze any encroachments.

D. On an as-needed basis, the CONSULTANT will perform preliminary drainage design in order to determine potential outfall locations and preliminary sizes (volume and area) of required detention and/or retention facilities for stormwater treatment or attenuation. The location and size of potential detention/retention areas will be determined for the conceptual alternate. A maximum of two (2) stormwater treatment / attenuation alternates per drainage basin will be identified, including the recommended alternate for each basin. The CONSULTANT will prepare a pond siting analysis including pond shapes prepared in CADD format to be included in the final document. The CONSULTANT will perform pond sites analysis and floodplain impact compensation analysis for the proposed ponds. A cost estimate will be prepared for alternative pond sites selected and a summary of recommended pond sites will be provided. The CONSULTANT will identify Seasonal High-Water elevations using available geotechnical data.

E. On an as-needed basis, the CONSULTANT will prepare a location hydraulics analysis, which will include: identify and list all existing cross

drains for its size, length, and flow lines information; perform proposed cross drain analysis based on recommended typical sections, using HY8 software; perform preliminary hydrologic analysis for proposed bridge improvements over applicable waterways. The analysis includes 50-year, 100-year and 500-year stages in the river and flood stage increment compared to existing condition for each cross drain; provide recommendation summary table for proposed cross drain size and length based on the analysis. As applicable per project, a preliminary hydrologic and hydraulic analysis will be performed using HEC-RAS to provide a conceptual design for two proposed alternatives, an open channel concept and a closed system, to meet the intent of the FEMA No-Rise certification.

4.40 Prepare Base Map for Conceptual Plans

A. The CONSULTANT will review the aerial base maps used for the corridor analysis and update or provide any additional information as required for the development and evaluation of the Conceptual Design Plans. Information to be checked and updated will include, but not be limited to:

a. Existing features: plot existing roadway right-of-way, intersections, bicycle/pedestrian walkways, and drainage easements.
b. Street names: label street names and highway numbers in immediate project area.
c. Surface features: label all pertinent cultural and natural features and land use information.
d. North Arrow: locate north arrow at upper-mid portion of sheet. Show scale and aerial flight date with north arrow.
e. Plot property lines.
f. Plot new data, including updated aerials, as it becomes available to keep base maps up to date.

4.41 Multi-Modal Accommodations

A. The CONSULTANT will coordinate with transit and local government officials in order to determine what multi-modal accommodations will be studied and evaluated as part of the project alternative. This includes identifying the location of potential “Park and Ride” facilities, potential public-transit-stop operational or safety improvements, and potential multi-use trail crossing.

4.42 Maintenance of Traffic

A. The CONSULTANT will analyze the conceptual alternative for constructability and the ability to maintain traffic. If the constructability analysis indicates that there will be a substantial cost to maintain traffic, the cost to maintain traffic estimate will be included in the cost estimate for that alternative.

4.43 Construction Cost Estimate

A. As part of the alternatives evaluation, the CONSULTANT will prepare a construction cost estimate for the alternative(s) as well as a refined cost estimate of the conceptual alternative.

III. FINAL DELIVERABLES

The CONSULTANT may be required to provide (Final) hard copies of any of the documents as listed below. Depending upon the level of analysis and required documentation per project, including project re-evaluations, these submittals could be full reports, technical memorandums, or summary information contained in the project documentation (NMA Checklist or PEIR). Any combination of these could be considered the anticipated submittals for a given project. In all projects, electronic submittals shall accompany all hard copy submittals.

A. Environmental Items:

CFX Non-Major Action Checklist
CFX Project Environmental Impact Report (Level 1 PEIR or Level 2 PEIR)
Cultural Resource Assessment Survey Desktop Analysis Tech Memo or Report
Natural Resource Evaluation Tech Memo or Report
Water Quality Impact Evaluation Checklist
Noise Study Tech Memo or Report
Air Quality Tech Memo or Report
Contamination Screening Evaluation Tech Memo or Report
Utility Assessment Package Tech Memo or Report

B. Engineering Items:

Existing Conditions Report
Preliminary Engineering Report
Conceptual Design Roadway Plan Set
Geotechnical Tech Memo or Report
Typical Section Package
Conceptual Right-of-Way Plans
Location Hydraulics Analysis (in PER) or Report
Pond Siting Analysis (in PER) or Report

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. Previous planning studies completed by CFX.

2. Available record drawings of existing conditions.

3. Available right-of-way plans of existing conditions.

4. Current list available to CFX of owners of all affected properties within the section.

5. Sample plans to be used as guidelines for format, organization and content.

6. Contract unit prices from latest CFX construction projects.

5.02 Traffic Data

A. CFX, through the T&EC, will provide the following or additional design traffic data:

1. Current and design year AADT.

2. Current and design year peak hour volumes.

3. Turning movements at each intersection/interchange.

4. K, D and T factors.

5. Design speed.

6. AVI Percentages.

5.03 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 Public Involvement

A. CFX, through the Public Engagement Coordinator (PEC), will provide guidelines for the Public Engagement 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. The CONSULTANT will coordinate with the PEC for all Public Engagement aspects of the project.

6.02 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 planning services contract, it is understood that not all the work outlined in this Section is applicable to every project Work 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 will 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 PD&E documents prepared under each project Work Authorization and will check all such material accordingly. The documents will be reviewed by CFX for conformity with CFX procedures and the terms of the Contract, as well as coordination with adjacent planning and/or design contracts. Review by CFX does not include detailed review or checking of data of major components and related details or the accuracy with which such information are stated in the documents. The responsibility for accuracy and completeness of such items remains solely that of the CONSULTANT. The CONSULTANT will:

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 will 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 schedule 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 will meet with CFX's Project Manager and/or the GEC'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 agreed to by CFX. Two working days prior to each progress meeting, the CONSULTANT will provide CFX's or the GEC's Project Manager with a draft copy of the Progress Report and a typewritten agenda for the meeting. The CONSULTANT will prepare typewritten meeting minutes and submit them to CFX's or the GEC's Project Manager within five working days after the meeting. The minutes will 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 will provide a schedule of calendar deadlines in a format

prescribed by CFX.

B. The current schedule for each open task work order will be included with the agenda and minutes for each bi-weekly meeting.

7.07 Project Related Correspondence

A. The CONSULTANT will 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 will 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 documents and reports prepared under each project Work Authorization and will check all such material accordingly. CONSULTANT will have a quality control plan in effect during the entire time work is being performed under the Contract. The plan will establish a process whereby data and documents are independently checked, corrected and back checked. All documents submitted for review will be fully checked by a qualified individual other than the originator.

7.09 CONSULTANT Personnel

A. The CONSULTANT's work will 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 will be subject to review and approval by CFX.

7.10 Site Visit

A. The CONSULTANT may 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 will attend. CFX representatives may be present. Within seven calendar days of the site visit, the CONSULTANT will 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 PD&E analysis and documentation process.

7.11 Acceptability of the Work

A. The reports and other documents furnished under this Scope of Services will conform to the "standards-of-the industry" quality as acceptable to CFX. The criteria for acceptance will 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 Reviews and Submittals

A. Review and coordination of the CONSULTANT's work by CFX will continue through the project development process.

B. Formal submittals for review will be made to CFX when the documents have been developed to the draft and final levels of completion.

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: May 23, 2025

RE: April 2025 Financial Reports

Attached please find the April 2025 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 APRIL 30, 2025 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*	$ 63,125,999	$ 61,495,234	$ 620,939,410	$ 635,003,919	$ (14,064,509)	-2.2%	5.6%
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	1,137,305	1,054,797	8,259,167	7,210,828	1,048,339	14.5%	10.6%
TRANSPONDER SALES	180,418	162,249	1,925,453	1,622,493	302,959	18.7%	6.4%
OTHER OPERATING	320,096	240,935	2,245,212	2,182,080	63,132	2.9%	0.3%
INTEREST	1,857,816	2,181,818	17,748,171	18,686,362	(938,191)	-5.0%	24.1%
MISCELLANEOUS	81,011	80,784	816,913	807,842	9,071	1.1%	5.3%
TOTAL REVENUES	$ 66,702,644	$ 65,215,818	$ 651,934,326	$ 665,513,524	$ (13,579,198)	-2.0%	6.0%
O M & A EXPENSES							
OPERATIONS	$ 8,247,361	$ 8,267,039	$ 68,199,377	$ 74,385,745	$ 6,186,369	8.3%	4.5%
MAINTENANCE	3,089,601	3,903,053	17,056,256	18,379,686	1,323,430	7.2%	10.6%
ADMINISTRATION	1,014,708	1,113,147	10,022,116	11,282,452	1,260,336	11.2%	7.7%
OTHER OPERATING	381,954	495,617	2,294,031	2,230,275	(63,756)	-2.9%	31.6%
TOTAL O M & A EXPENSES	$ 12,733,624	$ 13,778,856	$ 97,571,780	$ 106,278,158	$ 8,706,379	8.2%	6.3%
NET REVENUES BEFORE DEBT SERVICE	$ 53,969,021	$ 51,436,962	$ 554,362,546	$ 559,235,365	$ (4,872,819)	-0.9%	6.0%
COMBINED NET DEBT SERVICE	$ 19,500,038	$ 19,255,191	$ 195,581,050	$ 192,572,711	$ (3,008,339)	-1.6%	9.7%
NET REVENUES AFTER DEBT SERVICE	$ 34,468,983	$ 32,181,771	$ 358,781,496	$ 366,662,654	$ (7,881,158)	-2.1%	4.1%

*All plazas had tolls suspended in FY 25 due to Hurricane Milton from 10:30AM on 10/7/24 through noon on 10/18/24

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 APRIL 30, 2025 AND YEAR-TO-DATE

	FY 2025 ACTUAL	FY 2025 BUDGET	VARIANCE	FY 25 YEAR-TO-DATE % VARIANCE
Operations	$ 68,199,377	$ 74,385,745	$ 6,186,369	8.3%
Maintenance	17,056,256	18,379,686	1,323,430	7.2%
Administration	10,022,116	11,282,452	1,260,336	11.2%
Other Operating	2,294,031	2,230,275	(63,756)	-
Total O M & A	$ 97,571,780	$ 106,278,158	$ 8,706,379	8.2%
Capital Expenditures				
Operations	$ 400	$ 16,667	$ 16,267	97.6%
Maintenance	84,244	44,841	(39,403)	-87.9%
Administration	-	12,780	12,780	100.0%
Total Capital Expenditures	$ 84,644	$ 74,288	$ (10,357)	-13.9%

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CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Central Florida Expressway Authority
Operations - Comparison of Actual to Budget
For the Ten Months Ending April 30, 2025

	YTD Actual	YTD Budget	Budget Variance	Variance Percentage
Toll Operations	643,958	742,208	98,250	13.24%
Image Review	13,878,447	14,242,383	363,936	2.56%
Service Strategy	173,946	208,489	34,543	16.57%
Toll Technology	256,148	509,855	253,707	49.76%
Information Technology	8,601,279	8,830,644	229,365	2.60%
E-PASS Service Center	22,121,139	23,019,562	898,423	3.90%
Business Relations	135,384	158,306	22,922	14.48%
Customer Experience	2,425,298	2,662,285	236,987	8.90%
Subtotal CFX	**$48,235,599**	**$50,373,732**	**$2,138,133**	**4.24%**
Plazas	19,964,177	24,028,680	4,064,502	16.92%
Subtotal Toll Facilities	**$19,964,177**	**$24,028,680**	**$4,064,502**	**16.92%**
Total Operations Expenses	**$68,199,777**	**$74,402,412**	**$6,202,635**	**8.34%**

Central Florida Expressway Authority

Maintenance - Comparison of Actual to Budget
For the Ten Months Ending April 30, 2025

	YTD Actual	YTD Budget	Budget Variance	Variance Percentage
Maintenance Administration	2,675,379	2,876,957	201,578	7.01%
Traffic Operations	4,261,134	4,366,011	104,877	2.40%
Routine Maintenance	10,203,986	11,181,559	977,572	8.74%
Total Maintenance Expenses	**$17,140,500**	**$18,424,527**	**$1,284,027**	**6.97%**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Central Florida Expressway Authority
Administration - Actual to Budget by Cost Center
For the Ten Months Ending April 30, 2025

	YTD Actual	YTD Budget	Budget Variance	Variance Percentage
General	838,500	861,126	22,626	2.63%
Security	257,185	265,896	8,710	3.28%
525 Magnolia	176,818	178,768	1,950	1.09%
Administrative Services	2,516,060	2,888,021	371,962	12.88%
Engineering	69,735	90,428	20,693	22.88%
Legal	693,235	778,742	85,507	10.98%
Accounting	1,733,913	1,880,449	146,536	7.79%
Procurement	680,761	766,769	86,008	11.22%
Contract Compliance	210,008	227,485	17,476	7.68%
Risk Management	583,319	628,096	44,777	7.13%
Records Management	421,042	485,723	64,681	13.32%
Human Resources	276,026	304,214	28,187	9.27%
Business Opportunity	228,391	334,422	106,030	31.71%
Communications	604,988	793,943	188,954	23.80%
Construction Administration	86,180	118,269	32,089	27.13%
Internal Audit	453,470	472,485	19,015	4.02%
Transportation Planning and Policy	192,483	220,398	27,915	12.67%
Grand Total Expenses	**$10,022,116**	**$11,295,232**	**$1,273,116**	**11.27%**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS
PREVIOUS YEAR BUDGET TO ACTUAL COMPARISON
FOR THE MONTH ENDING APRIL 30, 2025 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*	$ 620,939,410	$ 635,003,919	$ (14,064,509)	$ 588,243,656	$ 588,142,000	$ 101,656	$ (14,166,165)
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	8,259,167	7,210,828	1,048,339	7,470,781	5,857,371	1,613,410	(565,071)
TRANSPONDER SALES	1,925,453	1,622,493	302,959	1,809,164	2,017,332	(208,168)	511,127
OTHER OPERATING	2,245,212	2,182,080	63,132	2,238,329	1,638,306	600,023	(536,891)
INTEREST	17,748,171	18,686,362	(938,191)	14,305,734	8,505,621	5,800,113	(6,738,304)
MISCELLANEOUS	816,913	807,842	9,071	776,088	754,074	22,014	(12,943)
TOTAL REVENUES	$ 651,934,326	$ 665,513,524	$ (13,579,198)	$ 614,843,752	$ 606,914,704	$ 7,929,048	$ (21,508,246)
O M & A EXPENSES							
OPERATIONS	$ 68,199,377	$ 74,385,745	$ 6,186,369	$ 65,283,980	$ 71,756,141	$ 6,472,161	$ (285,792)
MAINTENANCE	17,056,256	18,379,686	1,323,430	15,421,887	16,792,922	1,371,035	(47,605)
ADMINISTRATION	10,022,116	11,282,452	1,260,336	9,308,995	10,464,311	1,155,316	105,020
OTHER OPERATING	2,294,031	2,230,275	(63,756)	1,742,779	1,947,375	204,596	(268,352)
TOTAL O M & A EXPENSES	$ 97,571,780	$ 106,278,158	$ 8,706,379	$ 91,757,641	$ 100,960,749	$ 9,203,108	$ (496,729)
NET REVENUES BEFORE DEBT SERVICE	$ 554,362,546	$ 559,235,365	$ (4,872,819)	$ 523,086,111	$ 505,953,955	$ 17,132,156	$ (22,004,975)
COMBINED NET DEBT SERVICE	$ 195,581,050	$ 192,572,711	$ (3,008,339)	$ 178,302,272	$ 181,216,106	$ (2,913,834)	$ (94,505)
NET REVENUES AFTER DEBT SERVICE	$ 358,781,496	$ 366,662,654	$ (7,881,158)	$ 344,783,839	$ 324,737,849	$ 20,045,990	$ (27,927,148)

*All plazas had tolls suspended in FY 25 due to Hurricane Milton from 10:30AM on 10/7/24 through noon on 10/18/24

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CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS
PREVIOUS YEAR COMPARISON
FOR THE MONTH ENDING APRIL 30, 2025 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*	$ 63,125,999	$ 61,360,209	$ 1,765,790	$ 620,939,410	$ 588,243,656	$ 32,695,754
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	1,137,305	1,176,360	(39,056)	8,259,167	7,470,781	788,386
TRANSPONDER SALES	180,418	197,687	(17,269)	1,925,453	1,809,164	116,289
OTHER OPERATING	320,096	289,125	30,971	2,245,212	2,238,329	6,883
INTEREST	1,857,816	1,529,280	328,536	17,748,171	14,305,734	3,442,437
MISCELLANEOUS	81,011	79,283	1,728	816,913	776,088	40,825
TOTAL REVENUES	$ 66,702,644	$ 64,631,944	$ 2,070,700	$ 651,934,326	$ 614,843,752	$ 37,090,574
O M & A EXPENSES						
OPERATIONS	$ 8,247,361	$ 7,175,892	$ 1,071,469	$ 68,199,377	$ 65,283,980	$ 2,915,397
MAINTENANCE	3,089,601	1,490,146	1,599,455	17,056,256	15,421,887	1,634,369
ADMINISTRATION	1,014,708	1,056,151	(41,443)	10,022,116	9,308,995	713,121
OTHER OPERATING	381,954	-	381,954	2,294,031	1,742,779	551,252
TOTAL O M & A EXPENSES	$ 12,733,624	$ 9,722,189	$ 3,011,435	$ 97,571,780	$ 91,757,641	$ 5,814,139
NET REVENUES BEFORE DEBT SERVICE	$ 53,969,021	$ 54,909,755	$ (940,734)	$ 554,362,546	$ 523,086,111	$ 31,276,435
COMBINED NET DEBT SERVICE	$ 19,500,038	$ 17,735,905	$ 1,764,133	$ 195,581,050	$ 178,302,272	$ 17,278,778
NET REVENUES AFTER DEBT SERVICE	$ 34,468,983	$ 37,173,850	$ (2,704,867)	$ 358,781,496	$ 344,783,839	$ 13,997,657

*All plazas had tolls suspended in FY 25 due to Hurricane Milton from 10:30AM on 10/7/24 through noon on 10/18/24

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E.3.

Executive Director's Report

Executive Director Report
June 2025

PayPal Launches for E-PASS Customers
We are proud to introduce PayPal as a new digital payment option for our E-PASS customers. This additional digital payment option gives customers the option to add cash to their PayPal accounts at major retailers like Walmart, CVS, and 7-Eleven, which can then be used to reload their E-PASS accounts. This feature enhances accessibility for customers who prefer cash or do not use traditional credit cards.

All-Electronic Tolling (AET) Status
Our All-Electronic Tolling (AET) initiative is progressing with the goal of completing the system-wide conversion by the end of 2025. The team is nearing completion of removing automatic cash machines at ramp locations and phase out overnight cash collection at our toll booths. The next major milestone includes removal of roadside cash collection on SR 429 and SR 414 in early July, followed by the remaining expressways transitioning in August and September. Cashless Tolling: Project Page | Central Florida Expressway Authority

Project Engagement
Last month, Will Hawthorne, Director of Transportation Planning and Policy, shared important updates on the SR 417 Sanford Airport Connector PD&E Study with the Orlando Sanford Airport Board of Directors. To date, the study team has engaged with roughly 500 community members through public meetings and received nearly 1000 survey results. This input is being carefully integrated into the ongoing analysis as we prepare for a public hearing on the preferred alternative, scheduled for July 17, 2025.

CFX Industry Forum
Thursday, July 17, 2025, at 9:00 am, CFX will hold our bi-annual industry forum. The forum is a collaborative effort between CFX and American Council of Engineering Companies of Florida (ACEC) and is attended by consultants and contractors interested in CFX's Work Plan projects. During the forum, the team provides information on upcoming design and construction project schedules and how to do business with CFX, including guidance for small businesses. The January 2025 the forum had 300 participants that attended either in person or via Teams.

TRANSPORTATION PARTNERSHIPS

Desk Trooper Pilot Program
In November 2024, the Florida Highway Patrol, in partnership with CFX, launched the Desk Trooper Pilot Program to provide faster response times for minor traffic incidents on Central Florida expressways and other roadways throughout the region and state. This innovative approach allows troopers to investigate minor traffic crashes using technology solutions. Troopers and drivers connect virtually after minor traffic incidents, reducing the need for on-site response and minimizing time spent on the side of the road. The pilot is providing valuable

insight into opportunities for additional efficiencies and safety. This first-of-its-kind program in the nation has been spotlighted at national events, including presentations to the International Association of Chiefs of Police and American Association of Motor Vehicle Administrators (AAMVA). FHP has been a partner keeping our expressways moving and safe for more than 25 years. We appreciate the opportunities to continue to collaborate as we explore this safety-focused solution together. AAMVAcast Podcast - American Association of Motor Vehicle Administrators - AAMVA

IBTTA Be Safe Together Campaign with Florida Tolling Authorities
CFX is joining forces with Florida's tolling authorities for IBTTA's annual *Be Safe Together* campaign, taking place June 23 - 27. This weeklong initiative will spotlight CFX's innovative approaches to roadway safety and highlight the essential services provided by Road Ranger programs across the state. The campaign also serves as a platform to showcase the collaborative efforts of tolling agencies in promoting safer travel for all. IBTTA, the International Bridge, Tunnel and Turnpike Association, is a worldwide alliance of toll facility operators and related industries, dedicated to advancing transportation solutions.

TEAMFL
TEAMFL met in Tampa on May 15-16 at the Tampa Airport Marriott. Board member and Lake County Commissioner Sean Parks delivered the opening remarks as TEAMFL Chair. TEAMFL will partner with Florida's for Better Transportation for their 2025 Summer Camp meeting July 9-11 at Omni Orlando at Championsgate. Register at TEAMFL.org.

2025 ITS World Congress - Atlanta
The 2025 ITS World Congress returns to the United States and will be held in Atlanta, GA on August 24-28. CFX will be participating in a first-ever Florida tolling executive panel. This global event brings together world leaders, practitioners, policy makers, researchers, and private industry members to advance and unite the intelligent transportation systems (ITS) industry. From nearly 300 panel submissions, the Florida tolling executive panel was selected as one of only 40 sessions. The session will focus on how Florida toll authorities are reimagining transportation technology.

13th Annual Florida Autonomous Vehicle Summit
Registration is now open for the 13th Annual Florida Autonomous Vehicle Summit at Omni Orlando at Champions Gate on November 5-7. CFX is proud to host this event, along with our partners from Florida Policy Project, Tampa Hillsborough Expressway Authority (THEA), Greater Miami Expressway (GMX) and the Jacksonville Transportation Authority (JTA). The 2025 FAV Summit assembles industry leaders from around the world to address technologies, operations, and policy issues. Register at FAVsummit.com.

COMMUNITY PARTNERSHIPS

Wildlife Corridor Connect Summit
On June 5, 2025, Will Hawthorne, Director of Transportation Planning and Policy, participated on a panel at Corridor Connect 2025, which is a conference centered around Florida's wildlife corridor hosted by the Florida Wildlife Corridor foundation. We were honored to serve on the

Transportation Solutions lab panel whose mission was to collaborate with NGOs and agencies alike to identify solutions that strike a balance between providing transportation improvements while preserving the wildlife corridor. As part of the conversations, we highlighted the work that is underway on our SR 516 project, which includes plans to reconnect a wildlife corridor that has been severed since the construction of US 27 in the late 1930s. Included in this project is the construction of a new wildlife tunnel that will reestablish a safe way for wildlife to traverse the area. This work is reflective of Board guidance via a resolution adopted which requires CFX to explore wildlife and trail opportunities with any new project.

Plug & Play Summer Expo

CFX participated in Plug and Play's Summer Expo on June 5 in Winter Park. Plug and Play is an innovation platform whose mission is to drive innovation by connecting entrepreneurs, corporations, and investors worldwide. The event highlighted cutting-edge Smart Cities technology, insightful discussions on future trends, and collaboration with startups and regional partners including Orange County and the University of Central Florida. FDOT D5 and CFX provided keynote presentations. Racquel Asa, Senior Director of External Affairs, shared CFX's innovations like Flex Lanes, the Desk Trooper Pilot Program and Wrong Way Driving Detection Program. The discussion emphasized regional collaboration and forward-thinking initiatives.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Meeting and Presentations

Highlights

May 8 – June 6, 2025

May 8, 2025:	Hispanic Chamber of Commerce Meeting
May 8, 2025:	Visit Orlando's Travel & Tourism Event
May 9, 2025:	Coalition Council Congressman Soto-Osceola Chamber of Commerce
May 12, 2025	US Environmental Protection Agency Meeting
May 12-14, 2025	Orlando Economic Partnership-Washington Advocacy
May 13, 2025:	Quarterly Statewide Wrong Way Driving Update Meeting with FDOT
May 14, 2025:	Women in Successful Endeavors Event-East Orlando Chamber of Commerce
May 14 - 16, 2025:	TEAMFL May Meeting
May 15, 2025:	E-ZPass Policy Committee Meeting
May 15, 2025:	Osceola Chamber of Commerce-2025 Board of Directors Meeting
May 15, 2025:	Professional Women's Event-Seminole Chamber of Commerce
May 16, 2025:	East Orlando Chamber of Commerce-Quarterly Chamber Event
May 19, 2025:	West Orange Chamber of Commerce Meeting
May 20, 2025:	Procurement Expo (Panelist)-African American Chamber of Commerce of Central Florida
May 20, 2025:	Florida Chamber of Commerce Small Business Council
May 20, 2025:	National Association of Minority Contractors Executive Board Meeting
May 21, 2025:	E-ZPass Executive Management Committee (EMC) Meeting
May 21, 2025:	Economic Interchange Breakfast-East Orlando Chamber of Commerce
May 21, 2025:	Business Development Division Bonding & Financial Community Partner's Workshop-Orange County
May 21, 2025:	Leadership Orlando Class Panel
May 22, 2025:	Seminole County Chamber of Commerce Board of Directors Meeting
May 27, 2025:	Conference of Minority Transportation Officials National Chapter Training
May 27, 2025:	African American Chamber of Commerce of Central Florida Meeting
May 30, 2025:	East Orlando Chamber of Commerce Meeting
May 30, 2025:	MetroPlan Orlando Transportation Systems Management and Operations Advisory Committee Meeting
June 3-5, 2025	Florida Wildlife Corridor Connect Summit
June 5, 2025	West Orange Chamber of Commerce Meeting
June 6, 2025	2025 State of Orange County

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

PERFORMANCE DASHBOARD
APRIL 2025

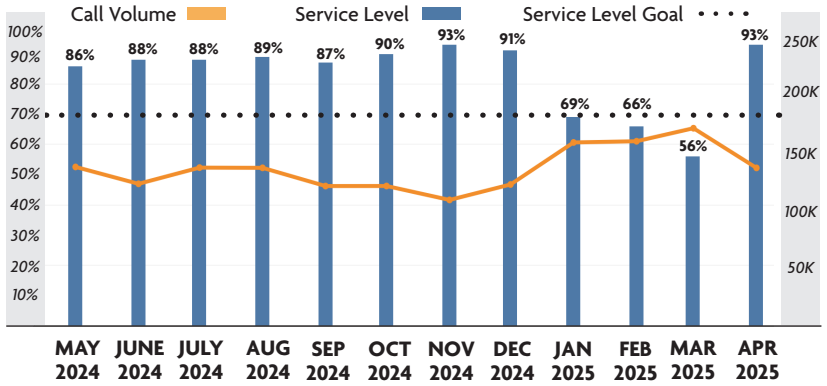
Fiscal year runs from July 1 - June 30

CUSTOMER SERVICE

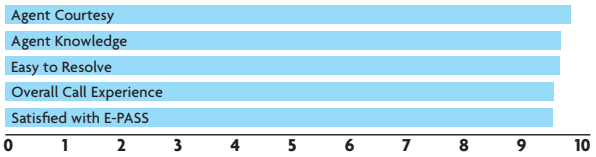
CALL CENTER | Average Customer Call Time

	Activity		Monthly Avg. Wait Time	
	Actual	6 mo. Avg	Actual	Target
Call Center	134,330	140,406	00:10	<1m

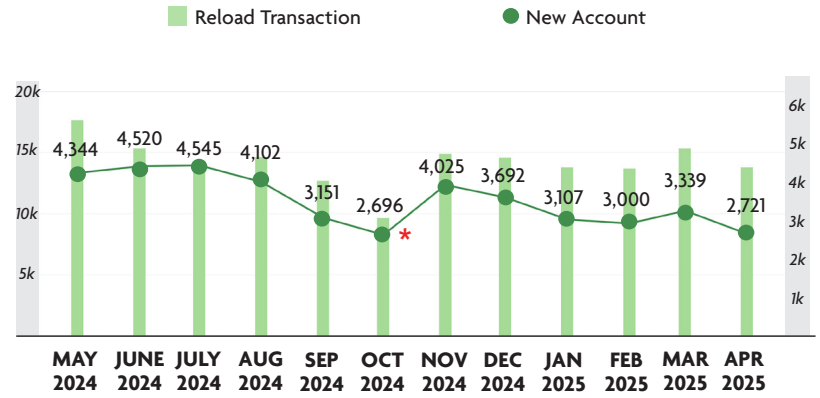
CALL CENTER: % MINUTE INTERVALS <1 1-3 3-5 5+



CALL CENTER | Satisfaction Survey (Rating Scale 1-10)



RELOAD CUSTOMER SERVICE LANE ACTIVITY



PROGRESS OF MAJOR CONSTRUCTION PROJECTS

Project No.	Description	Contract (millions)	Earned (millions)	% Time	% Earned	VAR	Contract Completion Date
417-142	SR 417 Widening, John Young Pkwy to Landstar Blvd.	$120.20	$120.20	96%	100%		Jun 2025
417-149	SR 417 Widening, Landstar to Boggy Creek Rd.	$80.80	$79.90	100%	99%		Apr 2025
417-150	SR 417 Widening, Narcoossee Rd. to SR 528	$94.60	$91.20	98%	96%		Jun. 2025
429-152	SR 429 Widening, FTE to West Rd.	$181.40	$169.20	90%	93%		Sep 2025
429-153	SR 429 Widening, West Rd. to SR 414	$135.70	$120.90	87%	89%		Nov. 2025
516-238	SR 516 Lake/Orange County Line to SR 429	$219.90	$77.10	28%	35%		Apr. 2027

LEGEND: % Time - % Earned ≤ 10 11-20 ≥ 21

FINANCIALS

FINANCIALS

FY to Date	Actual	Budget	VAR
Total Revenue	$651.9	$665.5	-2%
OM&A Expenses	$97.6	$106.3	8%
Net Revenue	$358.8	$366.7	-2%

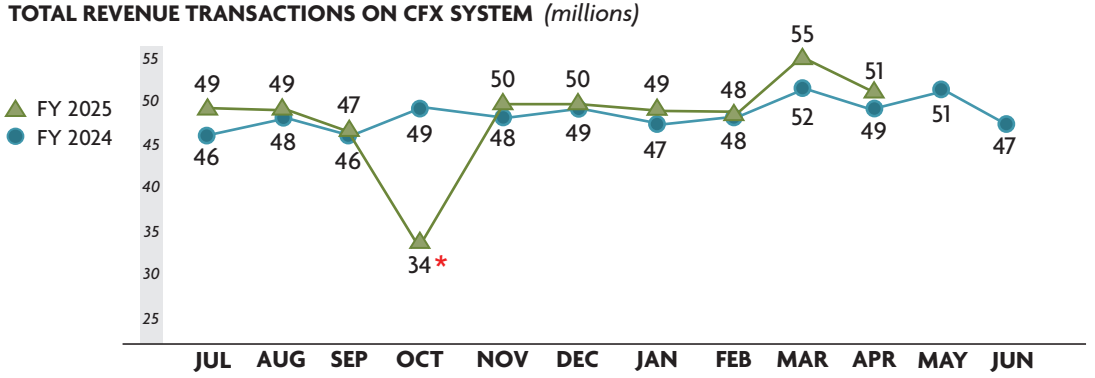
LEGEND: >/= 0 -0.1 to -10 < -10.1

DEBT SERVICE

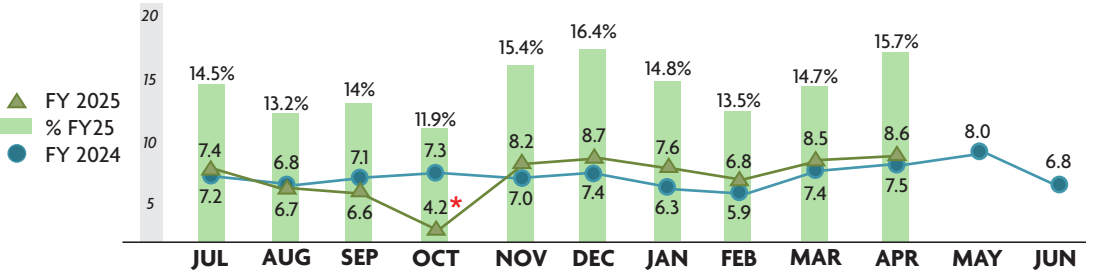
FY to Date	Actual	Budget
Senior Lien	2.83	3.20
Subordinate Lien	2.71	3.05

LEGEND: >/= 1.45 1.20 to 1.44 < 1.20

TOTAL REVENUE TRANSACTIONS ON CFX SYSTEM *(millions)*



NUMBER AND % OF UNPAID IN LANE TRANSACTIONS *(millions)*



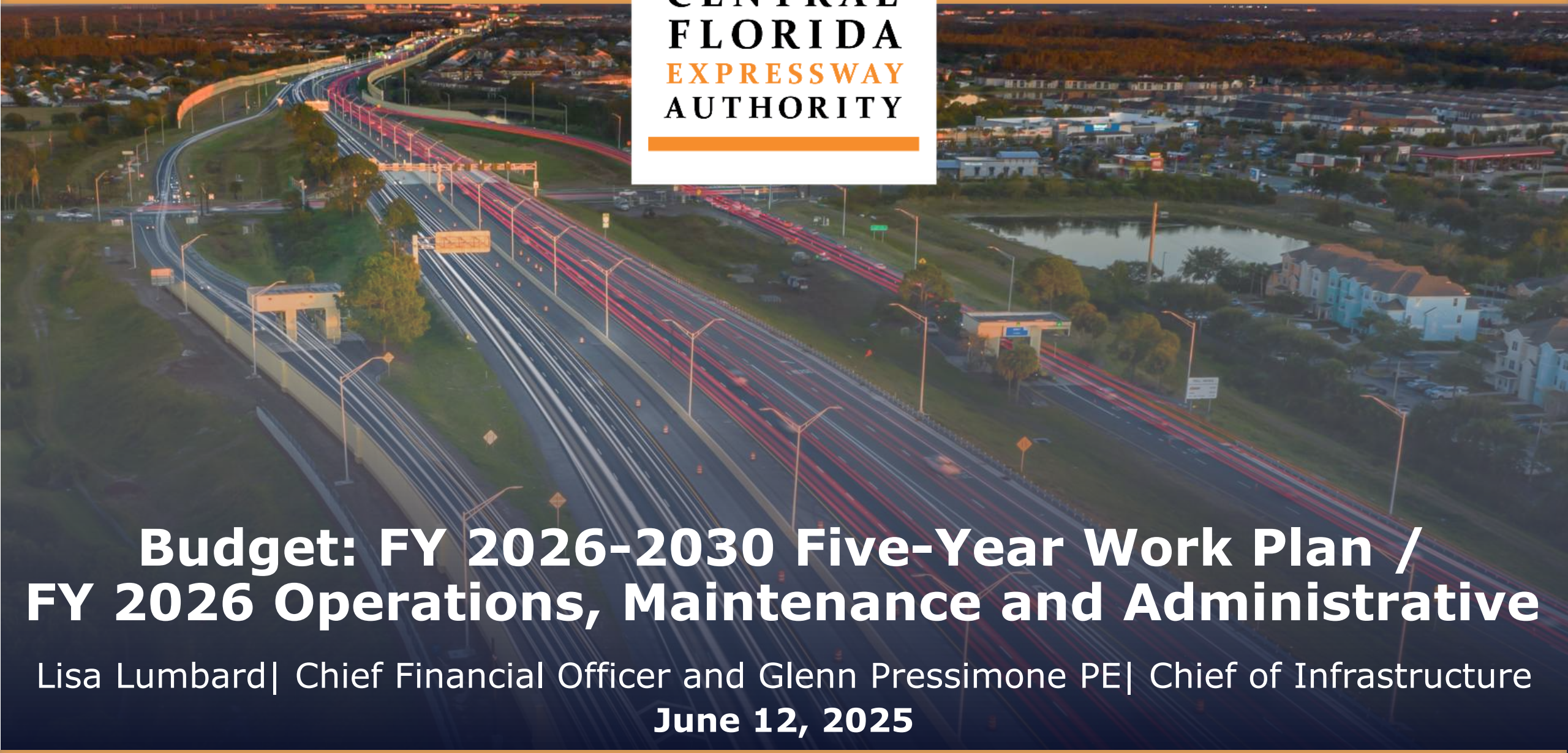
**All plazas had tolls suspended in FY25 due to Hurricane Milton from 10:30 AM on 10/7/24 through noon on 10/18/24.*

F.

Regular Agenda Items

F. 1.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

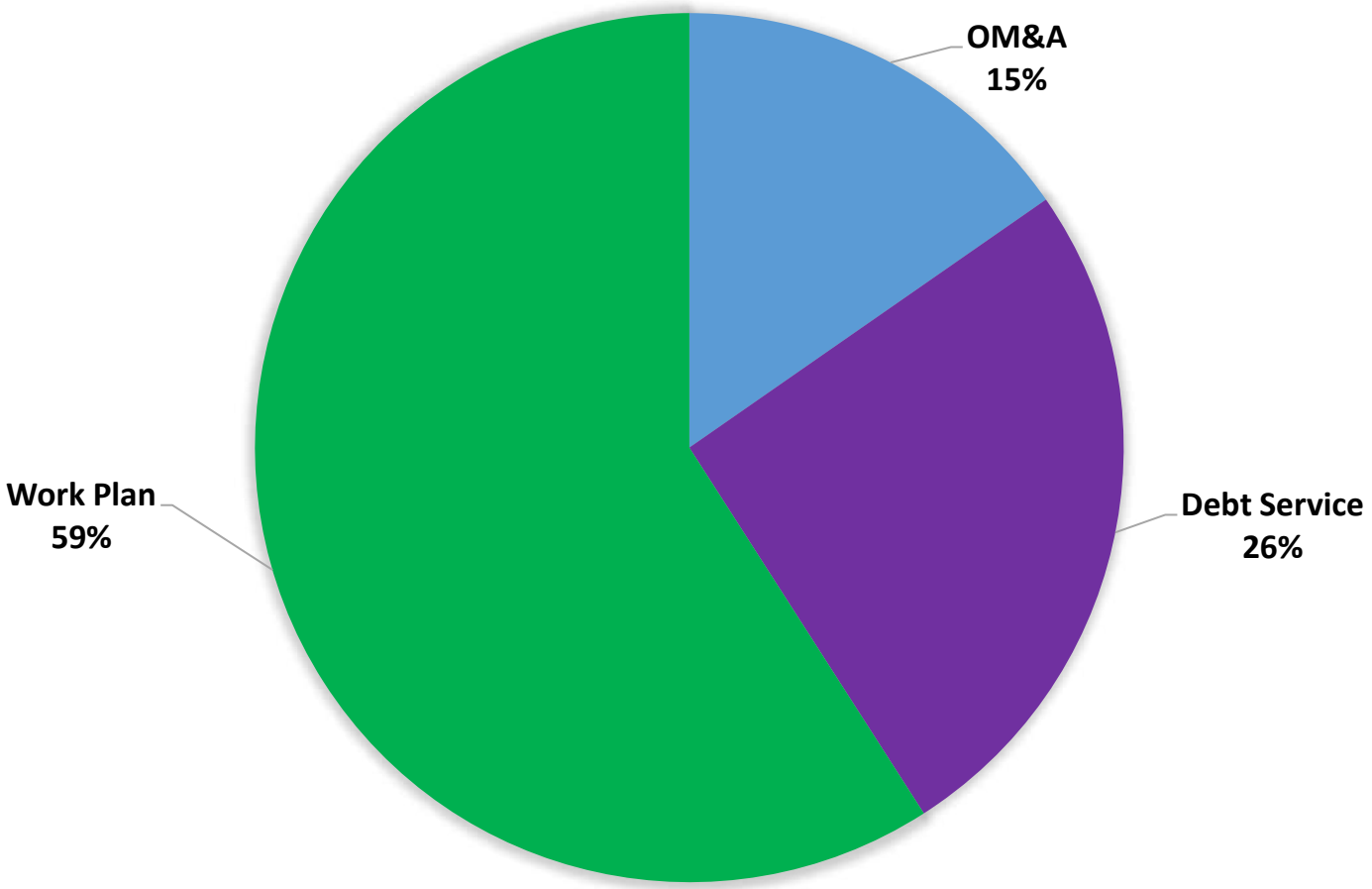


Budget: FY 2026-2030 Five-Year Work Plan / FY 2026 Operations, Maintenance and Administrative

Lisa Lumbard| Chief Financial Officer and Glenn Pressimone PE| Chief of Infrastructure

June 12, 2025

Total Spend for FY 2026



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Revenues

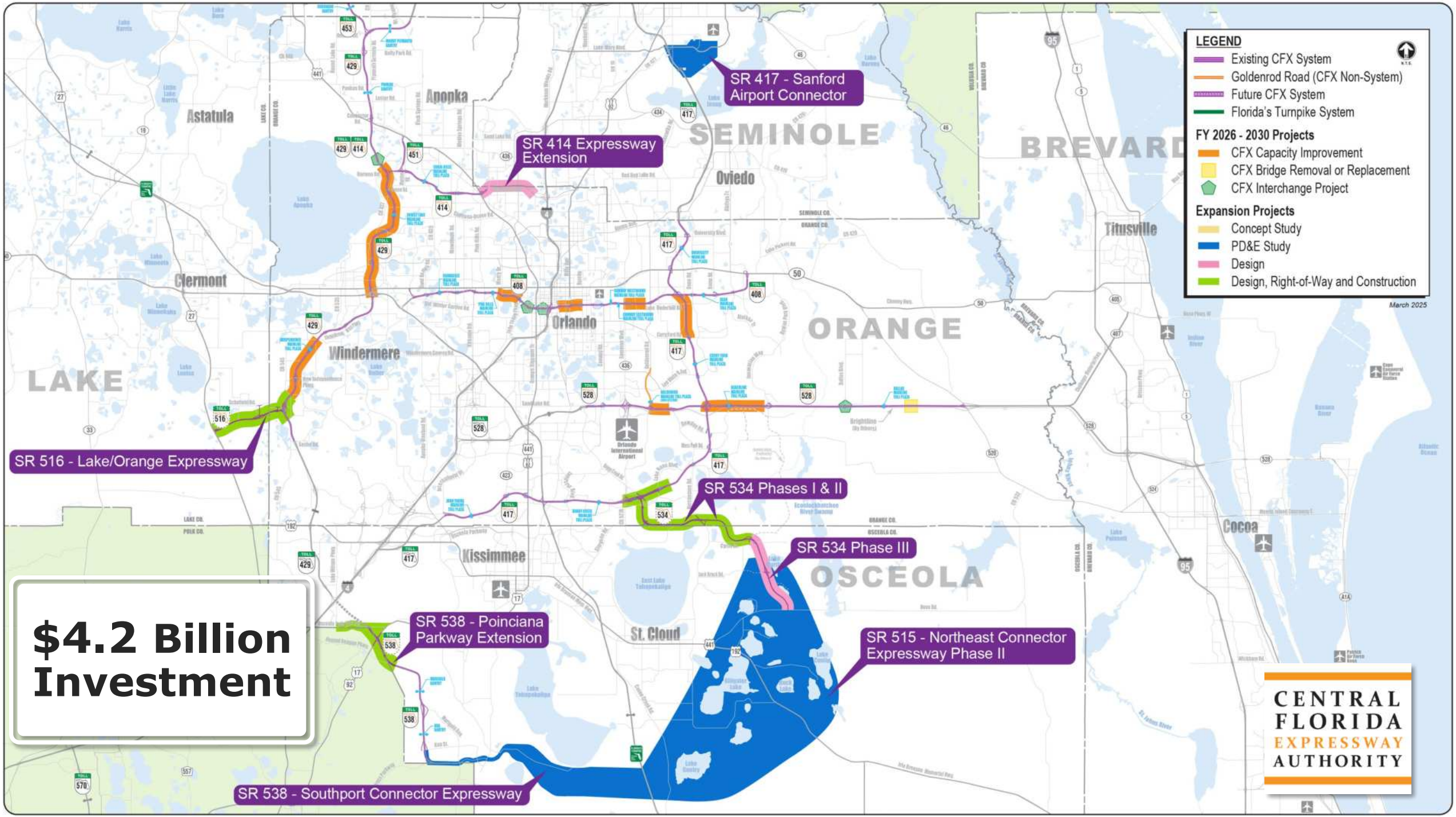
	FY 2025 Budget	FY 2025 Projected Year End	FY 2026 Budget	% Change Over FY 25 Budget
Tolls	$754,800,000	$735,419,672	$738,800,000	-2%
Fees	8,827,300	9,989,600	10,502,300	19%
Transponder Sales	1,946,992	2,207,726	2,182,372	12%
Other Operating	2,663,958	2,545,164	2,570,052	-4%
Interest	25,035,789	23,800,000	12,323,608	-51%
Miscellaneous	974,818	961,974	986,485	1%
Total Revenues	$794,248,857	$774,924,136	$767,364,817	-3%

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

FY 2026-2030 Work Plan

Project Cost Summary ($000's)	Fiscal Year					
Category	2025/26	2026/27	2027/28	2028/29	2029/30	Totals
Existing System Improvements	96,522	52,882	66,012	91,759	102,988	410,163
System Expansion Projects	328,999	506,913	732,201	728,487	650,329	2,946,929
Interchange Projects	30,939	117,382	134,967	54,167	296	337,751
Facilities Projects	10,266	7,897	3,361	3,800	14,707	40,031
Transportation Technology Projects	22,023	13,794	4,076	2,818	5,559	48,270
Information Technology Projects	18,716	4,898	2,180	2,180	2,180	30,154
Signing and Pavement Markings	6,180	5,372	5,887	12,615	2,380	32,434
Renewal and Replacement Projects	30,144	50,729	61,922	62,331	104,159	309,285
Landscape & Hardscape Projects	1,483	9,592	10,956	747	1,684	24,462
Non-System Projects	1,449	172	2,420	173	0	4,214
TOTALS	546,721	769,631	1,023,982	959,077	884,282	4,183,693

CENTRAL FLORIDA EXPRESSWAY AUTHORITY


LEGEND
Existing CFX System
Goldenrod Road (CFX Non-System)
Future CFX System
Florida's Turnpike System
FY 2026 - 2030 Projects
CFX Capacity Improvement
CFX Bridge Removal or Replacement
CFX Interchange Project
Expansion Projects
Concept Study
PD&E Study
Design
Design, Right-of-Way and Construction
March 2025
SR 417 - Sanford Airport Connector
SR 414 Expressway Extension
SR 516 - Lake/Orange Expressway
SR 534 Phases I & II
SR 534 Phase III
SR 538 - Poinciana Parkway Extension
SR 515 - Northeast Connector Expressway Phase II
SR 538 - Southport Connector Expressway
$4.2 Billion Investment
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
Apopka
Astatula
Clermont
Windermere
Oviedo
Orlando
Kissimmee
St. Cloud
Titusville
Cocoa
SEMINOLE
ORANGE
OSCEOLA
LAKE
BREVARD

OM&A

	FY 2025 Budget	FY 2025 Projected Year End	FY 2026 Budget	% Change Over FY 25 Budget
Operations	$99,648,980	$96,616,021	$90,776,986	-9%
Maintenance	$29,746,132	$28,230,812	$33,351,982	12%
Administrative	$14,218,776	$12,851,278	$14,681,608	3%
Other Operating	$2,973,700	$3,021,071	$3,059,000	3%
Total Expenses	$146,587,588	$140,719,182	$141,869,576	-3%

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

OM&A – Debt Service Ratio

	FY 2025 Budget	FY 2025 Projected Year End	FY 2026 Budgeted
Total Revenues	$794,248,857	$774,924,136	$767,364,817
Total Expenses	146,587,588	140,719,182	141,869,576
OM&A Reserve Deposits	770,148	770,148	(589,752)
FDOT Advances	(8,346,461)	(8,218,748)	(6,738,162)
Net Revenues	$655,237,583	$641,653,554	$632,823,155
Senior Debt Service Payments	$204,442,830	$204,442,830	$225,780,601
Senior Debt Service Ratio	3.20	3.14	2.80

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Goldenrod Road Extension

Non-System Project

- Toll revenue budget - $2,600,000
- Total operations and maintenance expense budget - $641,185

Capital Planning Model Results

Requires additional debt

Approximately $2.71 billion

Over next 5 years

Modeling updated

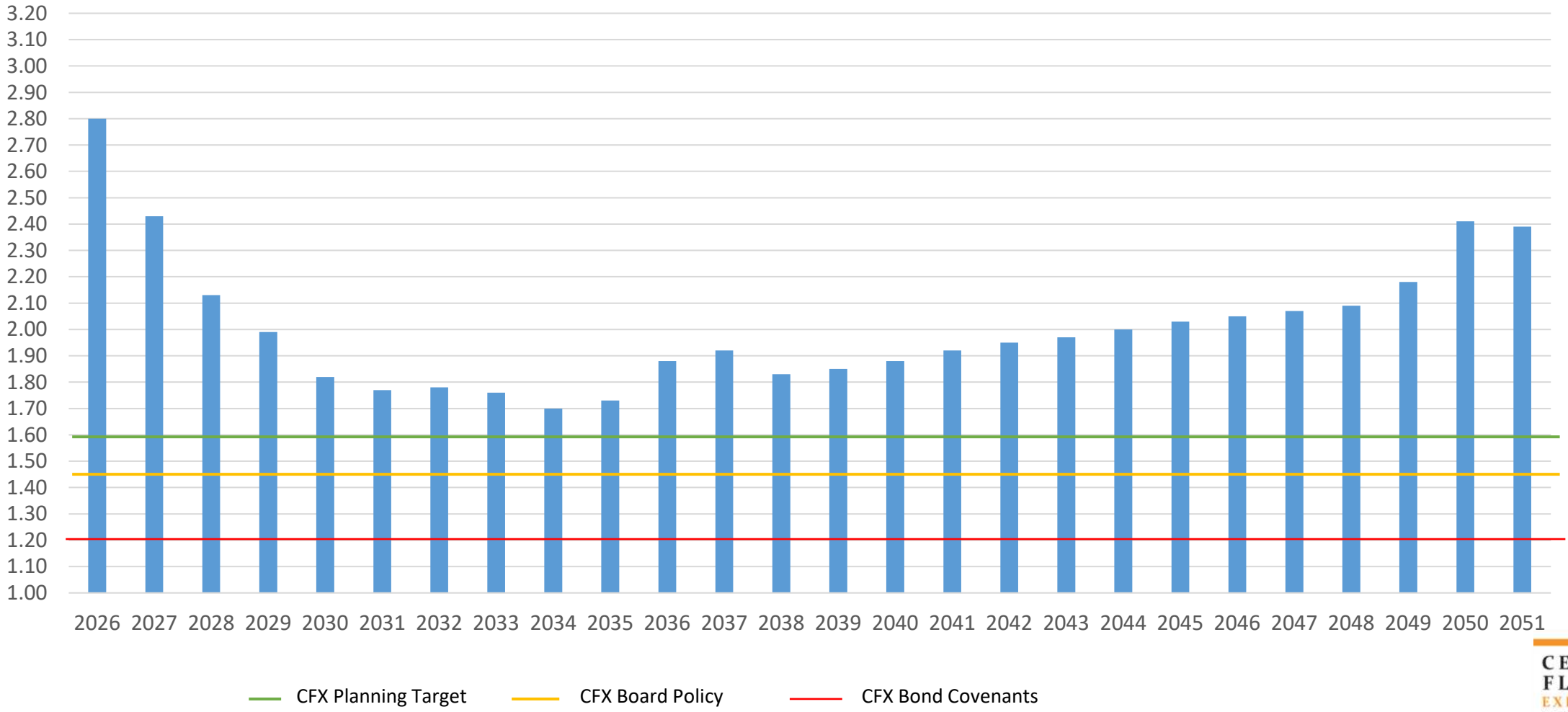
When new bonds are issued

When new major assumptions

Debt coverage ratio meets 1.60 planning target

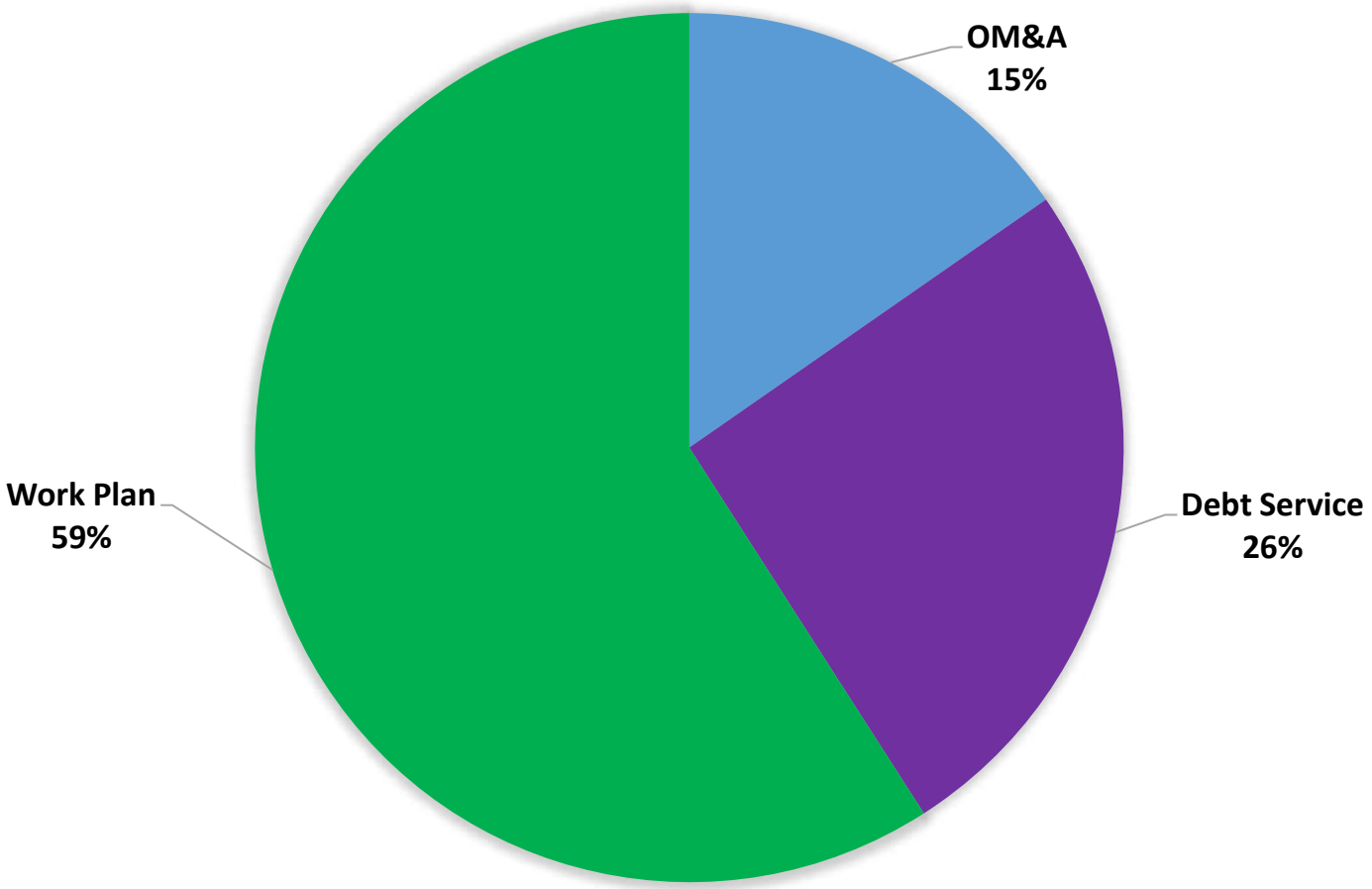
CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Projected Senior Lien Coverage Ratio



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Total Spend for FY 2026



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Recommended Motion

Approval of Budget, Fiscal Years 2026-2030 Five-Year Work Plan and Fiscal Year 2026 Operations, Maintenance and Administrative.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Questions?

Central Florida Expressway Authority
Calculation of the Composite Debt Service Ratio, as Defined
by the Bond Resolutions and Related Documents - Including Subordinate Coverage

	Budget 2025	Projected 2025	Budget 2026	$ Inc (Decr) Over Budget	% Inc (Decr) Over Proj	% Ince (Decr) Over Budget
Revenues:						
Tolls	$754,800,000	$735,419,672	**$738,800,000**	($16,000,000)	0%	-2%
Fees Collected via Pay by Plate and UTC's	8,827,300	9,989,600	**10,502,300**	1,675,000	5%	19%
Transponder sales	1,946,992	2,207,726	**2,182,372**	235,380	-1%	12%
Other Operating	2,663,958	2,545,164	**2,570,052**	(93,906)	1%	-4%
Interest	25,035,789	23,800,000	**12,323,608**	(12,712,181)	-48%	-51%
Miscellaneous	974,818	961,974	**986,485**	11,667	3%	1%
Total revenues	794,248,857	774,924,136	**767,364,817**	(26,884,040)	-1%	-3%
Expenses:						
Operations	99,648,980	96,616,021	**90,776,986**	(8,871,994)	-6%	-9%
Maintenance	29,746,132	28,230,812	**33,351,982**	3,605,850	18%	12%
Administrative	14,218,776	12,851,278	**14,681,608**	462,832	14%	3%
Other Operating	2,973,700	3,021,071	**3,059,000**	85,300	1%	3%
Total expenses	146,587,588	140,719,182	**141,869,576**	(4,718,012)	1%	-3%
Add deposits into OMA reserve	770,148	770,148	**(589,752)**	(1,359,899)		
Less advances for operations and maintenance expenses received from the FDOT	(8,346,461)	(8,218,748)	**(6,738,162)**	1,608,299	-18%	-19%
Total Expenses and Deposits	139,011,275	133,270,582	**134,541,662**	(4,469,612)	1%	-3%
Net revenues, as defined, plus payments received from the FDOT	655,237,583	641,653,554	**632,823,155**	(22,414,428)	-1%	-3%
Senior debt service payments*	204,442,830	204,442,830	**225,780,601**	21,337,771	10%	10%
Subordinate debt service payments	10,700,089	10,700,089	**11,003,482**	303,393	3%	3%
Total debt payments plus FDOT repayments	215,142,919	215,142,919	**236,784,083**	21,641,164	10%	10%
Subordinate debt service ratio of net revenues to total debt payment	3.05	2.98	**2.67**	-0.37	-10%	-12%
Senior debt service ratio of net revenues to debt service	3.20	3.14	**2.80**	-0.40	-11%	-13%

* Per Bond Resolution Calculation.

Central Florida Expressway Authority
Budgeted Flow of Funds - Including Subordinate Payments
On a Cash Flow Basis

	Budget 2025	Projected 2025	Budget 2026	$ Inc (Decr) Over Budget	% Inc (Decr) Over Proj	% Ince (Decr) Over Budget
Revenues:						
Tolls	$754,800,000	$ 735,419,672	**$ 738,800,000**	($16,000,000)	0%	-2%
Fees Collected via Pay by Plate and UTC's	8,827,300	9,989,600	**10,502,300**	1,675,000	5%	19%
Transponder sales	1,946,992	2,207,726	**2,182,372**	235,380	-1%	12%
Other Operating	2,663,958	2,545,164	**2,570,052**	(93,906)	1%	-4%
Interest	25,035,789	23,800,000	**12,323,608**	(12,712,181)	-48%	-51%
Miscellaneous	974,818	961,974	**986,485**	11,667	3%	1%
Total revenues	794,248,857	774,924,136	**767,364,817**	(26,884,040)	-1%	-3%
Expenses:						
Operations	99,648,980	96,616,021	**90,776,986**	(8,871,994)	-6%	-9%
Maintenance	29,746,132	28,230,812	**33,351,982**	3,605,850	18%	12%
Administrative	14,218,776	12,851,278	**14,681,608**	462,832	14%	3%
Other Operating	2,973,700	3,021,071	**3,059,000**	85,300	1%	3%
Total expenses	146,587,588	140,719,182	**141,869,576**	(4,718,012)	1%	-3%
Debt service payments	219,857,830	219,857,830	**237,880,601**	18,022,771	8%	8%
Subordinate debt service payments	11,245,769	11,245,769	**2,517,396**	(8,728,373.0)	-78%	-78%
Renewal and Replacement Reserve	42,557,152	38,000,000	**9,591,203**	(32,965,949)	-75%	-77%
OM&A Capital Expenditures & Projects	345,000	148,841	**227,000**	(118,000)	53%	-34%
Net Available for System Projects	$373,655,518	$364,952,514	**$375,279,041**	$1,623,523	3%	0%

Central Florida Expressway Authority
All Activities - Total By Line Item

	Budget 2025	Projected 2025	Budget 2026	$ Inc (Decr) Over Budget	% Inc (Decr) Over Proj	% Ince (Decr) Over Budget
SALARIES & BENEFITS						
Salaries & Wages	$ 11,705,324	$ 10,132,000	**$ 12,010,475**	$ 305,151	19%	3%
Social Security and Medicare	797,863	709,000	**823,792**	25,929	16%	3%
Retirement Contributions -FRS	1,954,619	1,717,000	**1,933,825**	(20,794)	13%	-1%
Life and Health Insurance	2,507,234	1,931,800	**2,522,957**	15,723	31%	1%
State Assessment	23,824	19,532	**23,994**	170	23%	1%
Workers' Compensation	88,222	86,512	**95,483**	7,261	10%	8%
Total Salaries & Benefits	17,077,086	14,595,844	**17,410,526**	333,440	19%	2%
OTHER						
Cost Of Transponders Sold - Sticker	1,650,200	1,137,600	**1,160,300**	(489,900)	2%	-30%
Cost Of Transponders Sold - Bumper	4,525	3,540	**3,700**	(825)	5%	-18%
Cost Of Transponders Sold - Dual Protocol	2,475	-	**-**	(2,475)		-100%
Cost Of Transponders Sold - Hang Tag	33,060	67,100	**69,100**	36,040	3%	109%
Cost Of Transponders Sold - Uni	1,053,870	855,900	**881,600**	(172,270)	3%	-16%
Cost Of Transponders Sold - Uni Black	1,355,060	1,611,200	**1,659,530**	304,470	3%	22%
Cost Of Transponders Sold - Sticker Black	-	355,470	**878,740**	878,740	147%	
Professional Services	2,241,600	2,117,318	**2,700,000**	458,400	28%	20%
Legal Fees	72,000	26,600	**122,000**	50,000	359%	69%
Consultant Fees	368,000	403,500	**385,500**	17,500	-4%	5%
Maintenance Program Support	100,000	71,000	**250,000**	150,000	252%	150%
Maintenance Program Support - ITS	700,000	800,000	**875,000**	175,000	9%	25%
FON Program Support	275,000	275,000	**275,000**	-	0%	0%
Pavement Management System	31,000	-	**31,000**	-		0%
Auditing Fees	90,000	93,000	**95,000**	5,000	2%	6%
Contract Personnel	22,045,614	22,560,462	**24,351,874**	2,306,260	8%	10%
Contract Personnel - ITS	250,000	95,488	**250,000**	-	162%	0%
Toll Plazas Sarlaries/Wages	15,026,643	14,274,875	**5,451,891**	(9,574,752)	-62%	-64%
Toll Plazas Other Direct Expenses	499,122	499,122	**100,644**	(398,478)	-80%	-80%
Toll Collection Management Fees	1,220,626	1,220,626	**236,204**	(984,422)	-81%	-81%
Toll Plazas Administration Salaries	2,173,151	2,173,151	**425,428**	(1,747,723)	-80%	-80%
Toll Plazas Office Expenses	353,834	353,834	**69,266**	(284,568)	-80%	-80%
Toll Plazas Insurance and Bond	56,370	56,370	**11,227**	(45,143)	-80%	-80%
Florida Highway Patrol Services	1,965,637	1,865,637	**2,000,000**	34,363	7%	2%
Motorist Service Patrol Agreement	2,140,000	2,155,840	**2,293,220**	153,220	6%	7%
Rapid Incident Scene Clearance	49,000	55,000	**68,600**	19,600	25%	40%
Toll Plazas Janitorial	435,558	434,558	**88,036**	(347,522)	-80%	-80%
Travel	140,000	101,166	**161,350**	21,350	59%	15%
Reimbursed Local Travel	11,350	8,610	**13,015**	1,665	51%	15%
Gasoline	35,115	27,882	**33,250**	(1,865)	19%	-5%
Telephone Service	338,300	437,998	**364,300**	26,000	-17%	8%
Internet Service	110,000	209,000	**230,000**	120,000	10%	109%
Postage and Delivery	6,585,800	6,684,134	**7,501,100**	915,300	12%	14%
Printing	1,560,125	1,540,800	**1,570,400**	10,275	2%	1%
Service Center Printing and Mailing	129,600	144,500	**156,000**	26,400	8%	20%
CAFR	29,000	29,000	**35,000**	6,000	21%	21%
Utilities	2,906,600	2,982,475	**3,081,276**	174,676	3%	6%
Leases - Building	-	-	**350,000**	350,000		
Leases - Equipment	36,885	39,100	**33,000**	(3,885)	-16%	-11%
Records Management	106,425	88,076	**51,250**	(55,175)	-42%	-52%
Lease Expense-VTP	62,400	-	**-**	(62,400)		-100%
Toll System Monitoring	696,574	540,000	**568,404**	(128,170)	5%	-18%
Insurance	1,991,071	1,906,193	**2,548,303**	557,232	34%	28%
Repairs & Maint. - Equipment	1,020,350	997,874	**1,099,107**	78,757	10%	8%

Maintenance FON Locates	18,000	18,000	**18,000**	-	0%	0%
Maintenance - ITS Infrastructure	2,892,527	2,350,000	**3,326,406**	433,879	42%	15%
Support & Maint. - Software	142,000	141,000	**150,000**	8,000	6%	6%
Repairs & Maint. - Software and Hardware	2,758,682	3,265,121	**3,495,397**	736,715	7%	27%
Maintenance - Toll Collection Software	1,440,000	1,557,283	**1,539,000**	99,000	-1%	7%
Maintenance - Toll System Infinity	1,494,455	1,463,385	**1,494,455**	-	2%	0%
Repairs & Maint. - Fiber Optic Network	165,000	165,000	**165,000**	-	0%	0%
Facilities Maintenance	3,087,277	2,962,311	**3,195,430**	108,153	8%	4%
Repairs and Maint. - Toll Equipment	3,057,618	2,739,831	**2,822,883**	(234,735)	3%	-8%
Repairs and Maint. - Toll Equipment Parts	502,358	362,500	**401,000**	(101,358)	11%	-20%
Repairs & Maint. - VES Equipment	1,270,557	1,134,985	**1,181,589**	(88,968)	4%	-7%
Repairs & Maint. - Vehicles	29,900	25,150	**28,400**	(1,500)	13%	-5%
System Modifications Maintenance -Website	15,000	-	**-**	(15,000)		-100%
Roadway and Bridges Maintenance	13,398,419	12,990,776	**14,908,938**	1,510,519	15%	11%
Landscape Maintenance Service	3,873,011	4,213,839	**5,023,622**	1,150,611	19%	30%
Bridge Inspection	500,000	380,461	**500,000**	-	31%	0%
Sign Maintenance/Inspection	318,999	269,862	**332,202**	13,203	23%	4%
Traffic Signals and Lights	230,000	343,500	**262,200**	32,200	-24%	14%
Aquatics	240,481	115,100	**134,811**	(105,670)	17%	-44%
Board Meeting Broadcasting	11,700	7,000	**7,000**	(4,700)	0%	-40%
Promotion	3,400,000	3,400,000	**3,400,000**	-	0%	0%
Newsletter	3,600	4,900	**4,500**	900	-8%	25%
Photography	3,500	5,345	**3,500**	-	-35%	0%
Displays	5,500	3,000	**5,500**	-	83%	0%
Graphic Production Services	110,500	122,000	**112,000**	1,500	-8%	1%
Promotional Items	29,500	27,500	**31,000**	1,500	13%	5%
Advertising and Legal Notices	18,600	16,247	**17,600**	(1,000)	8%	-5%
Bank Fees	1,656,436	1,536,150	**834,650**	(821,786)	-46%	-50%
Credit Card Fees	11,700,000	11,200,000	**11,850,000**	150,000	6%	1%
Special Events	82,500	73,000	**75,500**	(7,000)	3%	-8%
Employee Support Services	19,200	18,800	**19,200**	-	2%	0%
Board Support	-	-	**22,500**	22,500		
Miscellaneous Expense	28,188	31,440	**36,538**	8,350	16%	30%
Office Supplies	111,565	58,004	**71,915**	(39,650)	24%	-36%
Office Expense - Other	148,308	108,053	**162,608**	14,300	50%	10%
Maintenance of Traffic	497,340	248,000	**497,340**	-	101%	0%
Operating Supplies	31,750	15,825	**15,700**	(16,050)	-1%	-51%
Transponder Supplies	85,500	60,000	**60,000**	(25,500)	0%	-30%
Software Expense	630	375	**630**	-	68%	0%
Dues and Subscriptions	361,272	286,982	**441,582**	80,310	54%	22%
Plate Lookups	600,000	592,138	**600,000**	-	1%	0%
Books and Publications	578	345	**578**	-	68%	0%
Seminars and Conferences	61,968	47,155	**68,218**	6,250	45%	10%
Staff Training and Education	116,650	113,945	**120,750**	4,100	6%	4%
Contingency (Projects)	16,000	8,000	**16,000**	-	100%	0%
Furniture	49,793	20,960	**52,293**	2,500	149%	5%
Total Other:	124,536,802	121,802,267	**120,035,050**	(4,501,752)	-1%	-4%
Interoperability Transaction Fee	2,000,000	1,300,000	**1,365,000**	(635,000)	5%	-32%
Other Operating Expenses	2,973,700	3,021,071	**3,059,000**	85,300	1%	3%
TOTAL	146,587,588	140,719,182	**141,869,576**	(4,718,012)	1%	-3%
CAPITAL EXPENDITURES						
General Equipment	50,000	14,000	**62,000**	12,000	343%	24%
Vehicle Purchases	275,000	134,841	**165,000**	(110,000)	22%	-40%
Software	20,000	-	**-**	(20,000)		-100%
Total Capital Expenditures:	345,000	148,841	**227,000**	(118,000)	53%	-34%

Central Florida Expressway Authority
Operations Activity - Summary

	Budget 2025	Projected 2025	Budget 2026	$ Inc (Decr) Over Budget	% Inc (Decr) Over Proj	% Ince (Decr) Over Budget
Toll Operations (710)	$ 892,825	$ 808,300	**$ 916,804**	$ 23,979	13%	3%
IT (720)	10,797,492	10,822,999	**11,978,143**	1,180,651	11%	11%
Service Strategy (723)	255,791	217,995	**367,405**	111,614	69%	44%
Toll Technology (725)	615,244	471,739	**624,983**	9,739	32%	2%
Service Center (740 & 750)	46,392,696	46,167,481	**50,601,195**	4,208,499	10%	9%
Business Relations (743)	193,602	169,059	**196,626**	3,024	16%	2%
Customer Experience (745)	5,027,164	5,021,750	**5,383,959**	356,795	7%	7%
Toll Facilities	33,474,166	31,636,698	**19,342,871**	(14,131,295)	-39%	-42%
Subtotal	97,648,980	95,316,021	**89,411,986**	(8,236,994)	-6%	-8%
Interoperability Transaction Fee	2,000,000	1,300,000	**1,365,000**	(635,000)	5%	-32%
Total Operating Costs	99,648,980	96,616,021	**90,776,986**	(8,871,994)	-6%	-9%

Capital Expenditures

Capital Expenditures						
Toll Operations (710)	55,000	55,000	**-**			-100%
IT (720)	50,000	-	**55,000**	5,000		10%
Total Capital Expenditures	105,000	55,000	**55,000**	(50,000)		-48%

Central Florida Expressway Authority
Operations Activity - Total By Line Item

	Budget 2025	Projected 2025	Budget 2026	$ Inc (Decr) Over Budget	% Inc (Decr) Over Proj	% Ince (Decr) Over Budget
SALARIES & BENEFITS						
Salaries & Wages	$ 3,947,248	$ 3,285,000	**$ 4,091,311**	$ 144,063	25%	4%
Social Security and Medicare	290,958	247,700	**299,151**	8,193	21%	3%
Retirement Contributions -FRS	566,601	523,500	**586,528**	19,927	12%	4%
Life and Health Insurance	858,627	662,000	**865,350**	6,723	31%	1%
State Assessment	7,159	5,340	**7,150**	(9)	34%	0%
Workers' Compensation	9,931	10,090	**10,849**	918	8%	9%
Total Salaries & Benefits	5,680,524	4,733,630	**5,860,339**	179,815	24%	3%
OTHER						
Cost Of Transponders Sold - Sticker	1,650,200	1,137,600	**1,160,300**	(489,900)	2%	-30%
Cost Of Transponders Sold - Bumper	4,525	3,540	**3,700**	(825)	5%	-18%
Cost Of Transponders Sold - Dual	2,475	-	**-**	(2,475)		-100%
Cost Of Transponders Sold - E-PASS Hang Tag	33,060	67,100	**69,100**	36,040	3%	109%
Cost Of Transponders Sold - Uni	1,053,870	855,900	**881,600**	(172,270)	3%	-16%
Cost Of Transponders Sold - Uni Black	1,355,060	1,611,200	**1,659,530**	304,470	3%	22%
Cost Of Transponders Sold - Sticker Black	-	355,470	**878,740**	878,740	147%	
Professional Services	1,377,000	1,380,059	**1,824,000**	447,000	32%	32%
Consultant Fees	90,000	97,500	**57,500**	(32,500)	-41%	-36%
Contract Personnel	21,065,965	21,552,660	**23,332,935**	2,266,970	8%	11%
Toll Plazas Sarlaries/Wages	15,026,643	14,274,875	**5,451,891**	(9,574,752)	-62%	-64%
Toll Plazas Other Direct Expenses	499,122	499,122	**100,644**	(398,478)	-80%	-80%
Toll Collection Management Fees	1,220,626	1,220,626	**236,204**	(984,422)	-81%	-81%
Toll Plazas Administration Salaries	2,173,151	2,173,151	**425,428**	(1,747,723)	-80%	-80%
Toll Plazas Office Expenses	353,834	353,834	**69,266**	(284,568)	-80%	-80%
Toll Plazas Insurance and Bond	56,370	56,370	**11,227**	(45,143)	-80%	-80%
Toll Plazas Janitorial	435,558	434,558	**88,036**	(347,522)	-80%	-80%
Travel	35,925	20,714	**37,925**	2,000	83%	6%
Reimbursed Local Travel	2,910	2,075	**2,975**	65	43%	2%
Gasoline	1,965	728	**600**	(1,365)	-18%	-69%
Telephone Service	338,300	437,998	**364,300**	26,000	-17%	8%
Data Service	110,000	209,000	**230,000**	120,000	10%	109%
Postage and Delivery	6,581,000	6,680,134	**7,496,300**	915,300	12%	14%
Printing	1,552,000	1,540,000	**1,567,000**	15,000	2%	1%
Service Center Printing and Mailing	129,600	144,500	**156,000**	26,400	8%	20%
Utilities	2,341,000	2,421,546	**2,495,216**	154,216	3%	7%
Leases - Building	-	-	**350,000**	350,000		
Leases - Equipment	6,000	8,100	**9,000**	3,000	11%	50%
Records Management	3,025	3,076	**3,250**	225	6%	7%
Lease Expense-VTP	62,400	-	**-**	(62,400)		-100%
Toll System Monitoring	696,574	540,000	**568,404**	(128,170)	5%	-18%
Insurance	1,519,745	1,481,193	**2,036,457**	516,712	37%	34%
Repairs & Maint. - Equipment	983,350	970,208	**1,061,300**	77,950	9%	8%
Repairs & Maint. - Software and Hardware	2,738,682	3,215,939	**3,459,903**	721,221	8%	26%
Maintenance - Toll Collection Software	1,440,000	1,557,283	**1,539,000**	99,000	-1%	7%
Maintenance - Toll System Infinity	1,494,455	1,463,385	**1,494,455**	-	2%	0%
Facilities Maintenance	2,355,844	2,276,807	**2,442,136**	86,292	7%	4%
Repairs and Maint. - Toll Equipment	3,057,618	2,739,831	**2,822,883**	(234,735)	3%	-8%
Repairs and Maint. - Toll Equipment Parts	502,358	362,500	**401,000**	(101,358)	11%	-20%
Repairs & Maint. - VES Equipment	1,270,557	1,134,985	**1,181,589**	(88,968)	4%	-7%
Repairs & Maint. - Vehicles	1,300	800	**800**	(500)	0%	-38%
System Modifications Maint.-Website	15,000	-	**-**	(15,000)		-100%
Promotion	3,400,000	3,400,000	**3,400,000**	-	0%	0%
Displays	5,500	3,000	**5,500**	-	83%	0%
Graphic Production Services	100,000	100,000	**100,000**	-	0%	0%
Promotional Items	25,000	25,000	**25,000**	-	0%	0%
Bank Fees	1,593,186	1,476,400	**767,900**	(825,286)	-48%	-52%
Credit Card Fees	11,700,000	11,200,000	**11,850,000**	150,000	6%	1%
Miscellaneous Expense	6,088	11,540	**11,938**	5,850	3%	96%
Office Supplies	78,115	29,925	**38,115**	(40,000)	27%	-51%
Office Expense - Other	118,168	85,763	**129,218**	11,050	51%	9%
Maintenance of Traffic	497,340	248,000	**497,340**	-	101%	0%
Operating Supplies	31,750	15,825	**15,700**	(16,050)	-1%	-51%
Transponder Supplies	85,500	60,000	**60,000**	(25,500)	0%	-30%
Software Expense	630	375	**630**	-	68%	0%

Dues and Subscriptions	5,673	2,763	**2,673**	(3,000)	-3%	-53%
Plate Lookups	600,000	592,138	**600,000**	-	1%	0%
Books and Publications	578	345	**578**	-	68%	0%
Seminars and Conferences	9,818	5,650	**9,918**	100	76%	1%
Staff Training and Education	24,150	22,875	**28,150**	4,000	23%	17%
Contingency Project(s)	16,000	8,000	**16,000**	-	100%	0%
Furniture	33,893	10,425	**22,393**	(11,500)	115%	-34%
Total Other:	91,968,456	90,582,391	**83,551,647**	(8,416,809)	-8%	-9%
SUBTOTAL	97,648,980	95,316,021	**89,411,986**	(8,236,994)	-6%	-8%
Interoperability Transaction Fee	2,000,000	1,300,000	**1,365,000**	(635,000)	5%	-32%
TOTAL	99,648,980	96,616,021	**90,776,986**	(8,871,994)	-6%	-9%
CAPITAL EXPENDITURES						
General Equipment	30,000	-	**-**	(30,000)		-100%
Vehicle Purchases	55,000	55,000	**55,000**	-		0%
Software	20,000	-	**-**	(20,000)		-100%
Total Capital Expenditures:	105,000	55,000	**55,000**	(50,000)		-48%

Central Florida Expressway Authority
Maintenance Activity - Summary

	Budget 2025	Projected 2025	Budget 2026	$ Inc (Decr) Over Budget	% Inc (Decr) Over Proj	% Inc (Decr) Over Budget
Maintenance Administration (810)	$ 3,874,279	$ 3,602,131	**$ 4,212,110**	$ 337,831	17%	9%
McCoy Road Facility (817)	-	-	**5,910**	5,910		
Traffic Operations (820)	7,399,561	6,509,884	**8,161,513**	761,952	25%	10%
Routine Maintenance (408, 414, 417, 429, 451, 453, 528, 538)	18,472,292	18,118,797	**20,972,449**	2,500,157	16%	14%
Total Maintenance Costs	29,746,132	28,230,812	**33,351,982**	3,605,850	18%	12%

Capital Expenditures

Capital Expenditures						
Maintenance Administration (810)	116,000	44,841	**6,000**	(110,000)	-87%	-95%
Traffic Operations (820)	55,000	35,000	**-**	(55,000)	-100%	-100%
Total Capital Expenditures	171,000	79,841	**6,000**	(165,000)	-92%	-96%

Central Florida Expressway Authority
Maintenance Activity - Total By Line Item

	Budget 2025	Projected 2025	Budget 2026	$ Inc (Decr) Over Budget	% Inc (Decr) Over Proj	% Ince (Decr) Over Budget
SALARIES & BENEFITS						
Salaries & Wages	$ 1,563,681	$ 1,260,000	**$ 1,609,787**	$ 46,106	28%	3%
Social Security and Medicare	109,780	96,000	**113,907**	4,127	19%	4%
Retirement Contributions -FRS	211,352	186,000	**217,447**	6,095	17%	3%
Life and Health Insurance	350,971	241,000	**351,080**	109	46%	0%
State Assessment	3,430	2,700	**3,430**	-	27%	0%
Workers' Compensation	47,012	45,000	**50,486**	3,474	12%	7%
Total Salaries & Benefits	2,286,226	1,830,700	**2,346,137**	59,911	28%	3%
OTHER						
Consultant Fees	110,000	141,000	**160,000**	50,000	13%	45%
Maintenance Program Support	100,000	71,000	**250,000**	150,000	252%	150%
Maintenance Program Support - ITS	700,000	800,000	**875,000**	175,000	9%	25%
FON Program Support	275,000	275,000	**275,000**	-	0%	0%
Pavement Management System	31,000	-	**31,000**	-		0%
Contrat Personnel - ITS	250,000	95,488	**250,000**	-	162%	0%
Florida Highway Patrol Services	1,965,637	1,865,637	**2,000,000**	34,363	7%	2%
Motorist Service Patrol Agreement	2,140,000	2,155,840	**2,293,220**	153,220	6%	7%
Rapid Incident Scene Clearance	49,000	55,000	**68,600**	19,600	25%	40%
Travel	11,500	11,500	**13,500**	2,000	17%	17%
Reimbursed Local Travel	600	500	**700**	100	40%	17%
Gasoline	30,600	26,164	**30,600**	-	17%	0%
Utilities	204,600	209,209	**225,060**	20,460	8%	10%
Maintenance FON Locates	18,000	18,000	**18,000**	-	0%	0%
Maintenance - ITS Infrastructure	2,892,527	2,350,000	**3,326,406**	433,879	42%	15%
Repairs & Maint. - Fiber Optic Network	165,000	165,000	**165,000**	-	0%	0%
Facilities Maintenance	-	-	**5,910**	5,910		
Repairs & Maint. - Vehicles	23,000	23,000	**23,000**	-	0%	0%
Roadway and Bridges Maintenance	13,398,419	12,990,776	**14,908,938**	1,510,519	15%	11%
Landscape Maintenance Service	3,784,393	4,019,098	**4,834,298**	1,049,905	20%	28%
Bridge Inspection	500,000	380,461	**500,000**	-	31%	0%
Sign Maintenance/Inspection	318,999	269,862	**332,202**	13,203	23%	4%
Traffic Signals and Lights	230,000	343,500	**262,200**	32,200	-24%	14%
Aquatics	240,481	115,100	**134,811**	(105,670)	17%	-44%
Office Supplies	2,500	2,227	**2,500**	-	12%	0%
Office Expense - Other	1,750	1,850	**2,000**	250	8%	14%
Dues and Subscriptions	1,900	1,900	**1,900**	-	0%	0%
Seminars and Conferences	5,500	5,500	**6,500**	1,000	18%	18%
Staff Training and Education	7,000	6,000	**7,000**	-	17%	0%
Furniture	2,500	1,500	**2,500**	-	67%	0%
Total Other:	27,459,906	26,400,112	**31,005,845**	3,545,939	17%	13%
TOTAL	29,746,132	28,230,812	**33,351,982**	3,605,850	18%	12%
CAPITAL EXPENDITURES						
General Equipment	6,000	-	**6,000**	-		0%
Vehicle Purchases	165,000	79,841	**-**	(165,000)	-100%	-100%
Total Capital Expenditures:	171,000	79,841	**6,000**	(165,000)	-92%	-96%

Central Florida Expressway Authority
Administrative Activity - Summary

	Budget 2025	Projected 2025	Budget 2026	$ Inc (Decr) Over Budget	% Inc (Decr) Over Proj	% Ince (Decr) Over Budget
General (610)	$ 1,222,978	$ 1,282,891	**1,337,323**	$ 114,345	4%	9%
Security (613)	337,094	314,400	**361,724**	24,630	15%	7%
525 Magnolia (615)	227,132	232,650	**271,202**	44,070	17%	19%
Administrative Services (620)	3,685,471	3,215,206	**3,992,709**	307,238	24%	8%
Engineering (623)	106,677	87,790	**107,657**	980	23%	1%
Transportation Planning & Policy (624)	263,758	229,285	**271,343**	7,585	18%	3%
Legal (625)	954,568	845,114	**731,947**	(222,621)	-13%	-23%
Finance (630)	2,298,977	2,105,000	**2,349,970**	50,993	12%	2%
Contract Compliance (635)	279,830	259,750	**297,883**	18,053	15%	6%
Procurement (640)	925,220	835,850	**938,955**	13,735	12%	1%
Risk Management (645)	673,476	608,440	**720,345**	46,869	18%	7%
Records Management (655)	601,307	532,290	**553,323**	(47,984)	4%	-8%
Human Resources (660)	451,638	409,655	**522,416**	70,778	28%	16%
Business Opportunity (665)	444,511	367,750	**465,898**	21,387	27%	5%
Communications (670)	1,039,823	857,670	**1,048,990**	9,167	22%	1%
Construction Administration (685)	142,316	103,537	**145,923**	3,607	41%	3%
Internal Audit (690)	564,000	564,000	**564,000**	-	0%	0%
Total Administrative Costs	14,218,776	12,851,278	**14,681,608**	462,832	14%	3%

Capital Expenditures and Projects

Capital Expenditures						
General (610)	14,000	14,000	**56,000**	42,000	300%	300%
Administrative Services (620)	-	-	**55,000**	55,000		
Construction Administration (685)	55,000	-	**55,000**	-		0%
Total Capital Expenditures	69,000	14,000	**166,000**	97,000	1086%	141%

Central Florida Expressway Authority
Administrative Activity - Total By Line Item

	Budget 2025	Projected 2025	Budget 2026	$ Inc (Decr) Over Budget	% Inc (Decr) Over Proj	% Ince (Decr) Over Budget
SALARIES & BENEFITS						
Salaries & Wages	$ 6,194,395	$ 5,587,000	**$ 6,309,377**	$ 114,982	13%	2%
Social Security and Medicare	397,125	365,300	**410,734**	13,609	12%	3%
Retirement Contributions -FRS	1,176,666	1,007,500	**1,129,850**	(46,816)	12%	-4%
Life and Health Insurance	1,297,636	1,028,800	**1,306,527**	8,891	27%	1%
State Assessment	13,235	11,492	**13,414**	179	17%	1%
Workers' Compensation	31,279	31,422	**34,148**	2,869	9%	9%
Total Salaries & Benefits	9,110,336	8,031,514	**9,204,050**	93,714	15%	1%
OTHER						
Professional Services	864,600	737,259	**876,000**	11,400	19%	1%
Legal Fees	72,000	26,600	**122,000**	50,000	359%	69%
Consultant Fees	168,000	165,000	**168,000**	-	2%	0%
Auditing Fees	90,000	93,000	**95,000**	5,000	2%	6%
Contract Personnel	979,649	1,007,802	**1,018,939**	39,290	1%	4%
Travel	92,575	68,952	**109,925**	17,350	59%	19%
Reimbursed Local Travel	7,840	6,035	**9,340**	1,500	55%	19%
Gasoline	2,550	990	**2,050**	(500)	107%	-20%
Postage and Delivery	4,800	4,000	**4,800**	-	20%	0%
Printing	8,125	800	**3,400**	(4,725)	325%	-58%
CAFR	29,000	29,000	**35,000**	6,000	21%	21%
Utilities	361,000	351,720	**361,000**	-	3%	0%
Leases - Equipment	30,885	31,000	**24,000**	(6,885)	-23%	-22%
Records Management	103,400	85,000	**48,000**	(55,400)	-44%	-54%
Insurance	471,326	425,000	**511,846**	40,520	20%	9%
Repairs & Maint. - Equipment	37,000	27,666	**37,807**	807	37%	2%
Support & Maint. - Software	142,000	141,000	**150,000**	8,000	6%	6%
Repairs & Maint. - Software and Hardware	20,000	49,182	**35,494**	15,494	-28%	77%
Facilities Maintenance	731,433	685,504	**747,384**	15,951	9%	2%
Repairs & Maint. - Vehicles	5,600	1,350	**4,600**	(1,000)	241%	-18%
Landscape Maintenance Service	88,618	194,741	**189,324**	100,706	-3%	114%
Board Meeting Broadcasting	11,700	7,000	**7,000**	(4,700)	0%	-40%
Newsletter	3,600	4,900	**4,500**	900	-8%	25%
Photography	3,500	5,345	**3,500**	-	-35%	0%
Graphic Production Services	10,500	22,000	**12,000**	1,500	-45%	14%
Promotional Items	4,500	2,500	**6,000**	1,500	140%	33%
Advertising and Legal Notices	18,600	16,247	**17,600**	(1,000)	8%	-5%
Bank Fees	63,250	59,750	**66,750**	3,500	12%	6%
Special Events	82,500	73,000	**75,500**	(7,000)	3%	-8%
Employee Support Services	19,200	18,800	**19,200**	-	2%	0%
Board Support	-	-	**22,500**	22,500		
Miscellaneous Expense	22,100	19,900	**24,600**	2,500	24%	11%
Office Supplies	30,950	25,852	**31,300**	350	21%	1%
Office Expense - Other	28,390	20,440	**31,390**	3,000	54%	11%
Dues and Subscriptions	353,699	282,319	**437,009**	83,310	55%	24%
Seminars and Conferences	46,650	36,005	**51,800**	5,150	44%	11%
Staff Training and Education	85,500	85,070	**85,600**	100	1%	0%
Furniture	13,400	9,035	**27,400**	14,000	203%	104%
Total Other:	5,108,440	4,819,764	**5,477,558**	369,118	14%	7%
TOTAL	14,218,776	12,851,278	**14,681,608**	462,832	14%	3%
CAPITAL EXPENDITURES						
General Equipment	14,000	14,000	**56,000**	42,000	300%	300%
Vehicles	55,000	-	**110,000**	55,000		100%
Total Capital Expenditures:	69,000	14,000	**166,000**	97,000	1086%	141%

Cental Florida Expressway Authority
Other Operating

	Budget 2025	Projected 2025	Budget 2026	$ Inc (Decr) Over Budget	% Inc (Decr) Over Proj	% Ince (Decr) Over Budget
Traffic & Engineering Consultant	$ 746,700	$ 556,791	**$ 637,000**	$ (109,700)	14%	-15%
General Engineering Consultant	2,227,000	2,464,280	**2,422,000**	195,000	-2%	9%
Total Other Operating Expenses	2,973,700	3,021,071	**3,059,000**	85,300	1%	3%

Cental Florida Expressway Authority
Goldenrod Road - Summary

	Budget 2025	Projected 2025	Budget 2026	$ Inc (Decr) Over Budget	% Inc (Decr) Over Proj	% Ince (Decr) Over Budget
Maintenance	$ 227,272	$ 196,054	**$ 264,988**	$ 37,716	35%	17%
Operations	399,412	342,572	**376,197**	(23,215)	10%	-6%
TOTAL	626,684	538,626	**641,185**	14,501	19%	2%
TOLL REVENUE	(2,500,000)	(2,400,000)	**(2,600,000)**	(100,000)	8%	4%
NET RESULT OF ACTIVITY	(1,873,316)	(1,861,374)	**(1,958,815)**	(85,499)	5%	5%

Cental Florida Expressway Authority
Goldenrod Road

Account	Description	Budget 2025	Projected 2025	Budget 2026	$ Inc (Decr) Over Budget	% Inc (Decr) Over Proj	% Ince (Decr) Over Budget
MAINTENANCE							
80-120-000-54702	Roadway and Bridges Maintenance	$ 204,772	$ 176,254	**$ 237,298**	$ 32,526	35%	16%
80-120-000-54749	Traffic Signals and Lights	22,500	15,000	**22,800**	300	52%	1%
80-120-000-54759	Aquatic Maintenance	-	4,800	**4,890**	4,890	2%	
	Total Maintenance:	227,272	196,054	**264,988**	37,716	35%	17%
OPERATIONS							
80-110-000-53430	Toll Collection Management Fees	360	360	**210**	(150)	-42%	-42%
80-110-000-53432	Toll Collection Administrative Salaries	660	660	**385**	(275)	-42%	-42%
80-110-000-53434	Toll Collection Office Expense	120	120	**70**	(50)	-42%	-42%
80-110-000-53436	Toll Collection Insurance and Bonding	24	24	**14**	(10)	-42%	-42%
80-110-000-53460	Janitorial	6,000	6,000	**3,500**	(2,500)	-42%	-42%
80-110-000-54300	Utilities	42,000	38,000	**40,000**	(2,000)	5%	-5%
80-110-000-54480	Toll System Monitoring	48,143	30,000	**31,578**	(16,565)	5%	-34%
80-110-000-54500	Insurance	10,534	10,534	**14,116**	3,582	34%	34%
80-110-000-54610	Repairs & Maint. - Equipment	4,000	2,000	**4,000**	-	100%	0%
80-110-000-54630	Facilities Maintenance	157,991	157,991	**162,911**	4,920	3%	3%
80-110-000-54640	Repairs & Maint. - Toll Equipment	44,358	39,678	**40,868**	(3,490)	3%	-8%
80-110-000-54641	Repairs & Maint. - Toll Equipment Parts	27,631	20,000	**22,000**	(5,631)	10%	-20%
80-110-000-54642	Repairs & Maint. - VES Equipment	19,011	17,005	**17,515**	(1,496)	3%	-8%
80-110-000-54920	Bank Fees	9,450	9,450	**9,900**	450	5%	5%
80-110-000-55200	Maintenance of Traffic	27,630	10,000	**27,630**	-	176%	0%
80-110-000-55210	Operating Supplies	500	250	**500**	-	100%	0%
80-110-000-55700	Contingencies	1,000	500	**1,000**	-	100%	0%
	Total Operations:	399,412	342,572	**376,197**	(23,215)	10%	-6%
	TOTAL OPERATIONS AND MAINTENANCE	626,684	538,626	**641,185**	14,501	19%	2%
	TOLL REVENUE	(2,500,000)	(2,400,000)	**(2,600,000)**	(100,000)	8%	4%
	NET RESULT OF ACTIVITY	(1,873,316)	(1,861,374)	**(1,958,815)**	(85,499)	5%	5%

Central Florida Expressway Authority
Five-Year Work Plan

Category Summary

Category	Project Cost (thousand $) *							
	Fiscal Year							Total
	2026		2027		2028	2029	2030	
	E	U	E	U	U	U	U	
Existing System Improvements	83,818	12,704	34,088	18,794	66,012	91,759	102,988	**410,163**
System Expansion Projects	193,850	135,149	84,001	422,912	732,201	728,487	650,329	**2,946,929**
Interchange Projects	5,820	25,119	0	117,382	134,967	54,167	296	**337,751**
Facilities Projects	1,226	9,040	0	7,897	3,361	3,800	14,707	**40,031**
Transportation Technology Projects	5,316	16,707	0	13,794	4,076	2,818	5,559	**48,270**
Information Technology Projects	100	18,616	0	4,898	2,180	2,180	2,180	**30,154**
Signing and Pavement Markings	4,678	1,502	0	5,372	5,887	12,615	2,380	**32,434**
Renewal and Replacement Projects	5,840	24,262	0	50,729	61,922	62,331	104,159	**309,243**
Landscape & Hardscape Projects	448	1,035	0	9,592	10,956	747	1,684	**24,462**
SUB-TOTALS	**301,096**	**244,134**	**118,089**	**651,370**	**1,021,562**	**958,904**	**884,282**	
TOTALS	**545,230**		**769,459**		**1,021,562**	**958,904**	**884,282**	**4,179,437**
Non-System Projects	1,449	0	0	172	2,420	173	0	**4,214**
GRAND TOTALS	**546,679**		**769,631**		**1,023,982**	**959,077**	**884,282**	**4,183,651**

* Construction Costs Escalated at 3.0% for FY 2026, 3.1% for FY 2027, 3.2% for 2028, 3.3% for FY 2029, and 3.3% for FY 2030. In general, all other costs escalated at an average of 3.2% per year.
E = Encumbered costs from projects under contracts from previous fiscal years
U = Unencumbered costs

Central Florida Expressway Authority
Five-Year Work Plan

Existing System Improvements Summary (1 of 3)

Page	Project Number	Project Name	Project Description				Project Cost (thousand $) by Fiscal Year *							Total	Fund Source	Project Phases Funded
			From	To	Length (miles)	Work Description	2026		2027		2028	2029	2030			
							E	U	E	U	U	U	U			
1	-	SR 408 Capacity Improvements from SR 50 to Kirkman Road PD&E Study	West of SR 50	Kirkman Road	3.6	PD&E Study	0	0	0	0	268	0	0	268	SP	PD&E Study
2	408-174	SR 408 Capacity Improvements from Old Winter Garden Road to East of Church Street	Old Winter Garden Road	East of Church Street	1.9	Add Lanes, Mill & Resurface	5,344	0	4,453	1,126	150	0	0	11,073	SP	Design
3	408-175	SR 408 WB Capacity Improvements from I-4 to Bumby & SR 436 to Goldenrod	I-4	Goldenrod Road	3.4	Add Lane, Mill & Resurface	3,588	0	897	68	35,483	47,489	14,994	102,519	SP	Design, Const., & Partial Landscaping
4	-	SR 408 EB Capacity Improvements from SR 436 to Goldenrod Road PD&E Study	SR 436	Goldenrod Road	1.5	PD&E Study	0	102	0	51	0	0	0	153	SP	PD&E Study
5	-	SR 417 Capacity Improvements from Curry Ford Road to SR 408	Curry Ford Road	SR 408	2.7	Add Lanes, Mill & Resurface	0	0	0	0	10	7,736	8,611	16,357	SP	Procurement & Design
6	-	SR 417 Capacity Improvements from SR 408 to Orange/Seminole County Line PD&E Study	SR 408	Orange/Seminole County Line	5.7	PD&E Study	0	381	0	127	0	0	0	508	SP	PD&E Study
7	429-183B	SR 429 Capacity Improvements from Schofield Road. to N. of Tilden Road	Schofield Road	N. of Tilden Road	5.0	Add Lanes, Mill & Resurface	0	4,206	0	8,392	4,196	20,249	77,183	114,226	SP	Design, Bidding, & Partial Const.
8	429-152	SR 429 Capacity Improvements from Florida's Turnpike to West Road	Florida's Turnpike	West Road	5.4	Add Lanes, Mill & Resurface	8,798	825	0	0	0	0	0	9,623	SP	Construction
9	429-153	SR 429 Capacity Improvements from West Road to SR 414	West Road	SR 414	4.7	Add Lanes, Mill & Resurface	14,164	1,800	0	0	0	0	0	15,964	SP	Construction
10	-	Construction Supply Chain Escalation Costs	-	-	-	Construction Cost Escalation	15,000	0	0	0	0	0	0	15,000	SP	Construction
11	-	SR 528 Capacity Improvements Study - Boggy Creek Road to SR 436	Boggy Creek Road	SR 436	1.8	PD&E Study	0	256	0	256	0	0	0	512	SP	PD&E Study
12	528-168	SR 528 Capacity Improvements from Goldenrod Road to Narcoossee Road	Goldenrod Road	Narcoossee Road	1.8	Add Lanes, Mill & Resurface	28,639	0	28,639	0	4,772	0	0	62,050	SP	Construction
						Encumbered Total	75,533		33,989							
						Unencumbered Total		7,570		10,020	44,879	75,474	100,788			
						SUB-TOTALS (Page 1)	83,103		44,009		44,879	75,474	100,788			

* Construction Costs Escalated at 3.0% for FY 2026, 3.1% for FY 2027, 3.2% for 2028, 3.3% for FY 2029, and 3.3% for FY 2030. In general, all other costs escalated at an average of 3.2% per year.
E = Encumbered costs from projects under contracts from previous fiscal years
U = Unencumbered costs

Central Florida Expressway Authority
Five-Year Work Plan

Existing System Improvements Summary (2 of 3)

Page	Project Number	Project Name	Project Description				Project Cost (thousand $) by Fiscal Year *							Total	Fund Source	Project Phases Funded
			From	To	Length (miles)	Work Description	2026		2027		2028	2029	2030			
							E	U	E	U	U	U	U			
13	528-161	SR 528 Capacity Improvements from SR 417 to Innovation Way	SR 417	Innovation Way	4.9	Add Lanes, Mill & Resurface	0	711	0	0	0	0	0	711	SP	Mitigation
14	-	SR 528 Capacity Improvements Study - Innovation Way to SR 520	Innovation Way	SR 520	11.5	PD&E Study	0	0	0	264	264	0	0	528	SP	PD&E Study
15	528-915	Owner's Authorized Rep. for the Brightline Const. along SR 528	OIA	SR 520	-	Roadway Construction CEI	50	0	0	0	0	0	0	50	SP	Construction Liaison
16	-	Systemwide Emergency Repairs, Safety, and Operational Improvement Projects	-	-	-	Minor Roadway Projects	0	631	0	322	5,244	820	820	7,837	SP	Design & Construction
17	417-186	Leevista Interchange Signalization	-	-	-	Signalization	127	723	0	1,427	0	0	0	2,277	SP	Design, Bidding, & Construction
18	-	Kelly Park Road Interchange Signalization	-	-	-	Signalization	0	10	0	760	0	0	0	770	SP	Bidding & Construction
19	453-453	SR 453 at SR 46 Safety Improvements	-	-	-	Safety Improvements	0	1,731	0	0	0	0	0	1,731	SP	Bidding & Construction
20	-	SR 408 Viaduct Bridge Overlay	-	-	-	Bridge Overlay	0	210	0	3,846	0	0	0	4,056	SP	Design & Construction
21	528-184	SR 528 Farm Access Road 2 Bridge Removal	Farm Access Road 2	-	-	Bridge Removal	1,192	0	99	241	14,070	14,060	0	29,662	SP	Design & Construction
22	599-170B	Systemwide Interchange Guardrail	-	-	-	Guardrail	368	0	0	0	0	0	0	368	SP	Construction
23	599-170D	Systemwide Guardrail Protection Improvements	-	-	-	Guardrail Improvements	6,249	0	0	0	0	0	0	6,249	SP	Construction
24	599-170E	Systemwide Guardrail Improvements	-	-	-	Guardrail Improvements	83	395	0	771	0	0	0	1,249	SP	Design & Construction
						Encumbered Total	8,069		99							
						Unencumbered Total		4,411		7,631	19,578	14,880	820			
						SUB-TOTALS (Page 2)	12,480		7,730		19,578	14,880	820			

* Construction Costs Escalated at 3.0% for FY 2026, 3.1% for FY 2027, 3.2% for 2028, 3.3% for FY 2029, and 3.3% for FY 2030. In general, all other costs escalated at an average of 3.2% per year.
E = Encumbered costs from projects under contracts from previous fiscal years
U = Unencumbered costs

Central Florida Expressway Authority
Five-Year Work Plan

Existing System Improvements Summary (3 of 3)

Page	Project Number	Project Name	Project Description				Project Cost (thousand $) by Fiscal Year *							Total	Fund Source	Project Phases Funded
			From	To	Length (miles)	Work Description	2026		2027		2028	2029	2030			
							E	U	E	U	U	U	U			
25	-	Systemwide Guardrail Upgrade	-	-	-	Guardrail Improvements	0	0	0	20	155	155	150	480	SP	Design & Construction
26	-	Systemwide Drainage Improvements	-	-	-	Drainage Improvements	0	223	0	303	445	295	280	1,546	SP	Design & Construction
27	408-167	SR 408 Lighting from I-4 to SR 417	I-4	SR 417	-	Lighting Replacement	216	0	0	0	0	0	0	216	SP	Construction
28	-	Systemwide Lighting	-	-	-	Lighting Rehabilitation	0	0	0	20	155	155	150	480	SP	Design & Construction
29	-	Multimodal/Intermodal Opportunity Study	-	-	-	Multimodal/Intermodal Study	0	0	0	300	300	300	300	1,200	SP	Multimodal/Intermodal Study
30	599-157	Construction Safety Campaign	-	-	-	Safety Campaign	0	500	0	500	500	500	500	2,500	SP	Communications
						Encumbered Total	216		0							
						Unencumbered Total		723		1,143	1,555	1,405	1,380			
						SUB-TOTALS (Page 3)	939		1,143		1,555	1,405	1,380			
						TOTALS	96,522		52,882		66,012	91,759	102,988			

* Construction Costs Escalated at 3.0% for FY 2026, 3.1% for FY 2027, 3.2% for 2028, 3.3% for FY 2029, and 3.3% for FY 2030. In general, all other costs escalated at an average of 3.2% per year.
E = Encumbered costs from projects under contracts from previous fiscal years
U = Unencumbered costs

Central Florida Expressway Authority
Five-Year Work Plan

System Expansion Projects Summary (1 of 3)

Page	Project Number	Project Name	Project Description				Project Cost (thousand $) by Fiscal Year *							Total	Fund Source	Project Phases Funded
			From	To	Length (miles)	Work Description	2026		2027		2028	2029	2030			
							E	U	E	U	U	U	U			
31	599-233	Southport Connector Expressway PD&E Study	SR 538	Florida's Turnpike	-	New Expressway	1,059	0	0	0	0	0	0	1,059	SP	PD&E Study
32	599-247	SR 515 Northeast Connector Expressway Phase 2 PD&E Study	Florida's Turnpike	Nova Road	-	New Expressway	1,600	0	800	0	0	0	0	2,400	SP	PD&E Study
33	417-246A	SR 417 - Sanford Airport Connector PD&E Study	SR 417	East Lake Mary Blvd.	-	New Expressway	442	0	0	0	0	0	0	442	SP	PD&E Study
34	-	Future Corridor Planning Studies (Potential)	-	-	-	New Expressway	0	500	0	1,000	500	1,250	1,250	4,500	SP	Planning Studies
35	414-208	SR 414 Expressway Extension	US 441	Keller Road	3.7	New Expressway	11,991	265	0	364	0	0	0	12,620	SP	Design & ROW
36	516-236	SR 516 from US 27 to Cook Road	US 27	Cook Road	1.6	New Expressway	272	10	0	85,084	85,084	85,703	6,308	262,461	SP	Design, Bidding, Const., & Partial Landscaping
37	516-237	SR 516 from Cook Road to Lake/Orange County Line	Cook Road	Lake/Orange County Line	1.9	New Expressway	4,212	10	0	86,637	86,944	88,363	6,423	272,589	SP	Design, Bidding, Const., & Partial Landscaping
38	516-238	SR 516 from Lake/Orange County Line to SR 429	Lake/Orange County Line	SR 429	0.9	New Expressway	84,212	0	63,159	580	17,313	240	180	165,684	SP	Construction & Landscaping
39	-	SR 516 Right of Way	US 27	SR 429	4.4	New Expressway	60,000	0	15,000	0	0	0	0	75,000	SP	Right-of-Way
40	538-235A	CR 532 Widening from Lake Wilson Road to US 17/92	Lake Wilson Road	US 17/92	2.8	Add Lanes, Mill & Resurface	6,393	4,925	3,200	10,352	11,736	-12,114	-3,028	21,464	SP	Right-of-Way & Construction
41	538-235	SR 538 from CR 532 to South of US 17/92	CR 532	South of US 17/92	0.9	New Expressway	0	0	0	648	29,596	59,172	61,181	150,597	SP	Design Update, Const. & Part. Landscaping
42	538-234	SR 538 from South of US 17/92 to Ronald Reagan Parkway	South of US 17/92	Ronald Reagan Parkway	1.7	New Expressway	0	2,016	0	648	66,983	66,983	66,982	203,612	SP	Design Update & Construction
						Encumbered Total	170,181		82,159							
						Unencumbered Total		7,726		185,313	298,156	289,597	139,296			
						SUB-TOTALS (Page 1)	177,907		267,472		298,156	289,597	139,296			

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E = Encumbered costs from projects under contracts from previous fiscal years
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Central Florida Expressway Authority
Five-Year Work Plan

System Expansion Projects Summary (2 of 3)

Page	Project Number	Project Name	Project Description				Project Cost (thousand $) by Fiscal Year *							Total	Fund Source	Project Phases Funded
			From	To		Work Description	2026		2027		2028	2029	2030			
							E	U	E	U	U	U	U			
43	-	SR 538 Right of Way	CR 532	Ronald Reagan Parkway	2.6	New Expressway	0	41,727	0	18,128	11,330	0	0	71,185	SP	Right-of-Way
44	-	SR 538 Mitigation Land Purchases	CR 532	Ronald Reagan Parkway	2.6	New Expressway	0	1,236	0	0	0	0	0	1,236	SP	Right-of-Way
45	-	SR 538 Utility Corridor Pre-Works	CR 532	South of US 17/92	0.9	Utility Relocations	0	3,613	0	0	0	0	0	3,613	SP	Construction
46	-	SR 538 Utility Corridor	CR 532	US 17/92	2.9	Utility Relocations	0	11,380	0	0	0	0	0	11,380	SP	Construction
47	534-240	SR 534 - Segment 1A - SR 417 SB Ramp Extensions	Landstar Blvd.	Boggy Creek Road	2.8	Operational Improvements	2,456	0	1,842	0	13,021	45,668	39,711	102,698	SP	Design, Const., & Part. Landscaping
48	534-241	SR 534 - Segment 1 - SR 534/SR417 Interchange	SR 417	Laureate Boulevard	0.6	New Expressway	9,348	1,445	0	51,228	102,436	102,436	102,436	369,329	SP	Design & Patrial Construction
49	534-242	SR 534 - Segment 2 - SR 534 from Laureate Blvd. to E. of Simpson Rd.	Laureate Boulevard	East of Simpson Road	2.4	New Expressway	2,472	0	0	5,734	82,893	83,337	28,632	203,068	SP	Design, Const., & Part. Landscaping
50	534-242A	SR 534 - Segment 2A - Simpson Road Extension	Boggy Creek Road	SR 534	1.4	New Local Road	323	1,549	0	7,512	15,002	0	0	24,386	SP	Design & Construction
51	534-243	SR 534 - Segment 3 - SR 534 E. of Simpson Rd. to Narcoossee Rd.	East of Simpson Road	Narcoossee Road	1.9	New Expressway	5,946	0	0	22,453	85,607	85,606	86,342	285,954	SP	Design, Const., & Part. Landscaping
52	534-244	SR 534 - Segments 4/5 - SR 534 from Narcoossee Road to Sunbridge Connector	Narcoossee Road	Sunbridge Connector	3.5	New Expressway	3,124	25,666	0	110,512	79,317	71,421	73,263	363,303	SP	Design, Const., & Part. Landscaping
53	-	SR 534 Right of Way	SR 417	Sunbridge Connector	8.2	Right-of-Way	0	10,152	0	10,152	0	0	0	20,304	SP	Right-of-Way
54	-	SR 534 Mitigation Land Purchases	Orange/Osceola Co. Line	Sunbridge Connector	1.6	New Expressway	0	29,819	0	0	0	0	0	29,819	SP	Right-of-Way
						Encumbered Total	23,669		1,842							
						Unencumbered Total		126,587		225,719	389,606	388,468	330,384			
						SUB-TOTALS (Page 2)	150,256		227,561		389,606	388,468	330,384			

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Central Florida Expressway Authority
Five-Year Work Plan

System Expansion Projects Summary (3 of 3)

Page	Project Number	Project Name	Project Description				Project Cost (thousand $) by Fiscal Year *							Total	Fund Source	Project Phases Funded
			From	To	Length (miles)	Work Description	2026		2027		2028	2029	2030			
							E	U	E	U	U	U	U			
55	534-266	SR 534 - Segment 6 - SR 534 from Sunbridge Pkwy. to S. of Cyrils Drive	Sunbridge Connector	South of Cyrils Drive	1.5	New Expressway	0	811	0	3,204	2,403	3,588	44,244	54,250	SP	Design, Bidding, & Partial Construction
56	534-267	SR 534 - Segment 7 - SR 534 from S. of Cyrils Drive to S. of Jack Brack Rd.	South of Cyrils Drive	South of Jack Brack Road	1.9	New Expressway	0	10	0	4,872	4,872	6,767	50,423	66,944	SP	Design, Bidding, & Partial Construction
57	534-268	SR 534 - Segment 8 - SR 534 from S. of Jack Brack Rd. to Nova Rd.	South of Jack Brack Road	Nova Road	1.8	New Expressway	0	5	0	3,404	4,532	7,835	31,282	47,058	SP	Design, Bidding, & Partial Construction
58	-	Future Expansion Projects (Potential)	-	-	-	New Expressway	0	0	0	0	32,232	32,232	54,700	119,164	SP	Design
59	-	2050 CFX Master Plan	-	-	-	Master Plan	0	10	0	400	400	0	0	810	SP	Procurement & Planning
						Encumbered Total	0		0							
						Unencumbered Total		836		11,880	44,439	50,422	180,649			
						SUB-TOTALS (Page 3)	836		11,880		44,439	50,422	180,649			
						TOTALS	328,999		506,913		732,201	728,487	650,329			

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Central Florida Expressway Authority
Five-Year Work Plan

Interchange Projects Summary

Page	Project Number	Project Name	Project Description				Project Cost (thousand $) by Fiscal Year *							Total	Fund Source	Project Phases Funded
			From	To	Length (miles)	Work Description	2026		2027		2028	2029	2030			
							E	U	E	U	U	U	U			
60	408-312b	Owner's Authorized Rep. for SR 408 at I-4 Ultimate	-	-	-	Interchange Reconstruction	50	0	0	0	0	0	0	50	SP	Corridor Consultant & Const. Liaison
61	408-315	SR 408 Tampa Avenue Interchange	West of Tampa Avenue	Orange Blossom Trail	-	Operational Improvements	1,031	15,157	0	60,588	61,185	21,166	240	159,367	SP	Design, ROW, Const. & Landscaping
62	408-315A	SR 408 Eastbound Capacity Improvements & OBT Interchange Improvements	Orange Blossom Trail	I-4	-	Operational Improvements	1,061	9,838	0	39,312	39,312	12,578	0	102,101	SP	Design, Bidding & Construction
63	528-307	SR 528 Dallas Boulevard Interchange	East of Econ River Bridge	East of Dallas Blvd.	-	Interchange Reconstruction	2,194	0	0	0	0	0	0	2,194	SP	Design
64	429-309	SR 429 Binion Road Interchange	SR 414	South of Lust Road	-	New Interchange	1,484	124	0	17,182	34,470	20,123	56	73,439	SP	Design, Const., & Partial Landscaping
65	-	Interchange Planning Studies (Potential)	-	-	-	Interchange Studies	0	0	0	300	0	300	0	600	SP	Planning Studies
						Encumbered Total	5,820		0							
						Unencumbered Total		25,119		117,382	134,967	54,167	296			
						TOTALS	30,939		117,382		134,967	54,167	296			

* Construction Costs Escalated at 3.0% for FY 2026, 3.1% for FY 2027, 3.2% for 2028, 3.3% for FY 2029, and 3.3% for FY 2030. In general, all other costs escalated at an average of 3.2% per year.
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U = Unencumbered costs

Central Florida Expressway Authority
Five-Year Work Plan

Facilities Projects Summary (1 of 2)

Page	Project Number	Project Name	Project Description				Project Cost (thousand $) by Fiscal Year *							Total	Fund Source	Project Phases Funded
			From	To	Length (miles)	Work Description	2026		2027		2028	2029	2030			
							E	U	E	U	U	U	U			
66	408-440	CFX Headquarters Chiller Replacement	-	-	-	Headquarters Chiller Replacement	0	238	0	2,850	0	0	0	3,088	SP	Bidding & Construction
67	-	Miscellaneous CFX Facility/Building Improvements	-	-	-	Miscellaneous Projects	0	3,670	0	468	468	468	468	5,542	SP	Design & Construction
68	599-415A	CFX West District Facility	-	-	-	District Facility	0	0	0	0	0	229	6,469	6,698	SP	Study, Bidding, & Partial Construction
69	516-409	SR 516 PV Sites	-	-	-	Alternative Power	0	0	0	0	83	161	6,404	6,648	SP	Concept & Design-Build
70	-	Work Zone Safety Application	-	-	-	Work Zone Safety	0	357	0	260	269	277	286	1,449	SP	Implementation & Study
71	-	CFX Sustainability Study Updates	-	-	-	HQ Building Power Improvements	190	0	0	0	0	0	0	190	SP	Study
72	-	Beachline and Dean Road Mainline Plazas - PVs	-	-	-	Building Power Improvements	0	55	0	1,104	1,076	0	0	2,235	SP	Concept & Design-Build
73	-	Dallas Toll Plaza - PVs	-	-	-	Building Power Improvements	0	73	0	980	480	0	0	1,533	SP	Concept & Design-Build
74	599-407	Pine Hills, Curry Ford, and Forest Lake Toll Plaza - PVs	-	-	-	Building Power Improvements	1,026	0	0	0	0	0	0	1,026	SP	Design-Build
75	-	Wekiva Parkway PV Project	-	-	-	Building Power Improvements	0	0	0	0	74	1,224	0	1,298	SP	Concept & Design-Build
76	599-426	Systemwide Generator Replacement (SR 417 / 408 / 429 / 528)	-	-	-	Generator Replacement	5	880	0	275	0	0	0	1,160	SP	Bidding & Construction
77	-	Systemwide Generator Replacements and Upgrades	-	-	-	Generator Replacements	0	8	0	298	301	573	298	1,478	SP	Design & Construction
						Encumbered Total	1,221		0							
						Unencumbered Total		5,281		6,235	2,751	2,932	13,925			
						SUB-TOTALS (Page 1)	6,502		6,235		2,751	2,932	13,925			

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Central Florida Expressway Authority
Five-Year Work Plan

Facilities Projects Summary (2 of 2)

Page	Project Number	Project Name	Project Description				Project Cost (thousand $) by Fiscal Year *							Total	Fund Source	Project Phases Funded
			From	To	Length (miles)	Work Description	2026		2027		2028	2029	2030			
							E	U	E	U	U	U	U			
78	-	Systemwide Air Conditioner Replacements and Upgrades	-	-	-	Air Conditioner Replacements	0	23	0	140	28	144	64	399	SP	Design & Construction
79	599-765	Systemwide Plazas Roof Replacements	-	-	-	Roof Replacements	5	3,078	0	1,482	0	0	0	4,565	SP	Bidding and Construction
80	-	Systemwide Roof Replacements	-	-	-	Roof Replacements	0	0	0	40	550	550	550	1,690	SP	Design & Construction
81	-	Systemwide Toll Plaza Projects	-	-	-	Toll Plaza Projects	0	256	0	0	32	174	168	630	SP	Design & Construction
82	-	Systemwide Uninterrupted Power Supply (UPS) Replacements	-	-	-	UPS Replacements	0	402	0	0	0	0	0	402	SP	Installation
						Encumbered Total	5		0							
						Unencumbered Total		3,759		1,662	610	868	782			
						SUB-TOTALS (Page 2)	3,764		1,662		610	868	782			
						TOTALS	10,266		7,897		3,361	3,800	14,707			

* Construction Costs Escalated at 3.0% for FY 2026, 3.1% for FY 2027, 3.2% for 2028, 3.3% for FY 2029, and 3.3% for FY 2030. In general, all other costs escalated at an average of 3.2% per year.
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Central Florida Expressway Authority
Five-Year Work Plan

Transportation Technology Projects Summary (1 of 2)

Page	Project Number	Project Name	Project Description				Project Cost (thousand $) by Fiscal Year *							Total	Fund Source	Project Phases Funded
			From	To	Length (miles)	Work Description	2026		2027		2028	2029	2030			
							E	U	E	U	U	U	U			
83	-	Fiber Optic Network (FON) Utility Adjustments	-	-	-	Utility Adjustments	0	200	0	100	100	100	100	600	SP	Utility Adjustments
84	-	Regional ITS Partnership Projects	-	-	-	Regional ITS Partnership Projects	0	180	0	180	180	180	180	900	SP	Partnership Contributions
85	-	Advanced Expressway Operations Performance Measures	-	-	-	Enhancements to ITS Data Analysis Systems	0	277	0	908	227	0	0	1,412	SP	Implementation
86	599-526D	Wrong-Way Driving Countermeasures	-	-	-	Wrong-Way Driving Countermeasures	5,316	0	0	0	0	0	0	5,316	SP	Construction
87	-	Wrong-Way Driving Countermeasure Upgrades	-	-	-	Wrong-Way Driving Countermeasure Upgrades	0	917	0	2,446	0	0	0	3,363	SP	Design & Construction
88	-	Traffic Monitoring Station Replacement	-	-	-	Traffic Monitoring Station Replacement	0	0	0	105	108	280	0	493	SP	Implementation
89	-	Connected Vehicle and Big Data Needs Assessment	-	-	-	Connected Vehicle Needs Study	0	250	0	0	0	0	0	250	SP	Study
90	-	Connected Vehicle and Big Data Pilot Project	-	-	-	Pilot Project	0	0	0	238	528	488	0	1,254	SP	Design & Installation
91	-	Connected Vehicle Technology Deployment	-	-	-	Deployment of Connected Vehicle Technology	0	0	0	0	0	148	3,664	3,812	SP	Design & Implementation
92	599-561	Data Collection Sensor Replacement	-	-	-	Equipment Data Collection Sensors	0	500	0	500	500	0	0	1,500	SP	Installation
93	599-572	Flex Lane Control Operations Software	-	-	-	Operations Software	0	300	0	0	0	0	0	300	SP	Installation
						Encumbered Total	5,316		0							
						Unencumbered Total		2,624		4,477	1,643	1,196	3,944			
						SUB-TOTALS (Page 1)	7,940		4,477		1,643	1,196	3,944			

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Central Florida Expressway Authority
Five-Year Work Plan

Transportation Technology Projects Summary (2 of 2)

Page	Project Number	Project Name	Project Description				Project Cost (thousand $) by Fiscal Year *							Total	Fund Source	Project Phases Funded
			From	To	Length (miles)	Work Description	2026		2027		2028	2029	2030			
							E	U	E	U	U	U	U			
94	599-571	Systemwide Miscellaneous ITS Upgrades	-	-	-	TMS and Cabinet replacement	0	11,900	0	5,950	0	0	0	17,850	SP	Installation
95	-	Lake Underhill Bridge Architectural Lighting	-	-	-	Bridge Lighting Replacement	0	55	0	155	0	0	0	210	SP	Design & Installation
96	-	ITS Battery Replacement	-	-	-	Battery Replacement	0	0	0	105	108	112	115	440	SP	Implementation
97	-	Data Server Software Enhancements	-	-	-	Operations Software	0	101	0	52	0	0	0	153	SP	Installation
98	-	Ramp/Intersection Safety Improvements	-	-	-	Operations Software	0	110	0	468	0	0	0	578	SP	Design & Construction
99	599-580	ITS VM Environment	-	-	-	Operations Software	0	450	0	0	0	0	0	450	SP	Installation
100	-	Flex Lanes Technology Enhancements	-	-	-	Electrical Power Design	0	0	0	0	1,100	1,510	1,500	4,110	SP	Design & Installation
101	-	ITS CCTV Replacement	-	-	-	Operations Software	0	200	0	200	0	0	0	400	SP	Installation
102	-	Computer AI Vision Software and Hardware	-	-	-	Operations Software	0	1,267	0	2,387	1,225	0	0	4,879	SP	Pilot & Implementation
						Encumbered Total	0		0							
						Unencumbered Total		14,083		9,317	2,433	1,622	1,615			
						SUB-TOTALS (Page 2)	14,083		9,317		2,433	1,622	1,615			
						TOTALS	22,023		13,794		4,076	2,818	5,559			

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Central Florida Expressway Authority
Five-Year Work Plan

Information Technology Projects Summary

Page	Project Number	Project Name	Project Description				Project Cost (thousand $) by Fiscal Year *							Total	Fund Source	Project Phases Funded
			From	To		Work Description	2026		2027		2028	2029	2030			
							E	U	E	U	U	U	U			
103	-	IT Infrastructure Upgrade	-	-	-	Hardware & Software	0	880	0	500	500	500	500	2,880	SP	Design & Implementation
104	599-532	CFX Operations Software Update	-	-	-	Hardware & Software	0	5,000	0	2,000	0	0	0	7,000	SP	Design & Implementation
105	-	Software Development	-	-	-	Software	0	1,412	0	760	760	760	760	4,452	SP	Design & Implementation
106	599-563	Financial / Accounting Software Replacement	-	-	-	Software	0	2,243	0	668	0	0	0	2,911	SP	Design & Implementation
107	-	Toll System Hardware & Software Projects	-	-	-	Hardware & Software	0	9,051	0	920	920	920	920	12,731	SP	Implementation & Testing
108	-	CFX Website Rebuild	-	-	-	Software	100	0	0	50	0	0	0	150	SP	Implementation & Testing
109	-	CFX Engineering Project Management Software	-	-	-	Software	0	30	0	0	0	0	0	30	SP	Design
						Encumbered Total	100		0							
						Unencumbered Total		18,616		4,898	2,180	2,180	2,180			
						TOTAL	18,716		4,898		2,180	2,180	2,180			

* Construction Costs Escalated at 3.0% for FY 2026, 3.1% for FY 2027, 3.2% for 2028, 3.3% for FY 2029, and 3.3% for FY 2030. In general, all other costs escalated at an average of 3.2% per year.
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Central Florida Expressway Authority
Five-Year Work Plan

Signing and Pavement Markings Summary

Page	Project Number	Project Name	Project Description				Project Cost (thousand $) by Fiscal Year *							Total	Fund Source	Project Phases Funded
			From	To	Length (miles)	Work Description	2026		2027		2028	2029	2030			
							E	U	E	U	U	U	U			
110	-	SR 408 & SR 417 Guide Sign Replacement	-	-	-	Signing Replacement	0	0	0	324	334	8,448	0	9,106	SP	Design, Bidding, & Const.
111	-	SR 429 & SR 453 Guide Sign Replacement	-	-	-	Signing Replacement	0	90	0	190	3,491	0	0	3,771	SP	Design, Bidding, & Const.
112	528-670	SR 528 Guide Sign Replacement	McCoy / Boggy Creek Rd.	SR 436	1.4	Signing Replacement	5	792	0	0	0	0	0	797	SP	Bidding & Construction
113	-	Systemwide Annual Toll Rate Signing Updates	-	-	-	Signing	0	261	0	261	261	261	261	1,305	SP	Design & Construction
114	599-669	Systemwide Ramp AET Signing & Pavement Markings	-	-	-	Signing Replacement	1,312	0	0	0	0	0	0	1,312	SP	Construction
115	599-671	Systemwide Mainline AET Signing	-	-	-	Signing Replacement	3,361	0	0	0	0	0	0	3,361	SP	Construction
116	-	Systemwide Trailblazer Upgrades	-	-	-	Signing	0	0	0	75	1,085	620	615	2,395	SP	Design & Construction
117	-	Systemwide Signing Replacement Projects	-	-	-	Signing	0	221	0	2,693	226	2,796	1,014	6,950	SP	Design & Construction
118	-	Systemwide Miscellaneous Signing and Pavement Markings	-	-	-	Signing and Pavement Markings	0	138	0	1,829	490	490	490	3,437	SP	Design & Construction
						Encumbered Total	4,678		0							
						Unencumbered Total		1,502		5,372	5,887	12,615	2,380			
						TOTAL	6,180		5,372		5,887	12,615	2,380			

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U = Unencumbered costs

Central Florida Expressway Authority
Five-Year Work Plan

Renewal and Replacement Projects Summary (1 of 3)

Page	Project Number	Project Name	Project Description				Project Cost (thousand $) by Fiscal Year *							Total	Fund Source	Project Phases Funded
			From	To	Length (miles)	Work Description	2026		2027		2028	2029	2030			
							E	U	E	U	U	U	U			
119	-	SR 408 Resurfacing	W of SR 50	Kirkman Road	3.5	Mill & Resurface	0	413	0	836	24,068	0	0	25,317	RR	Design & Construction
120	-	SR 408 Resurfacing	Kirkman Road	Church Street	3.6	Mill & Resurface	0	0	0	0	1,166	22,544	0	23,710	RR	Design & Construction
121	-	SR 408 EB Resurfacing	East of I-4	Lake Underhill	2.1	Mill & Resurface	0	0	0	0	458	8,844	0	9,302	RR	Design & Construction
122	-	SR 408 Resurfacing	Lake Underhill	Yucatan Drive	1.8	Mill & Resurface	0	860	0	11,064	5,526	0	0	17,450	RR	Design & Construction
123	-	SR 408 Resurfacing	Yucatan Road	SR 417	2.7	Mill & Resurface	0	0	0	0	0	0	1,070	1,070	RR	Design & Partial Bidding
124	-	SR 408 Resurfacing	SR 417	Rouse Road	2.4	Mill & Resurface	0	0	0	0	876	11,370	5,680	17,926	RR	Design & Construction
125	-	SR 408 Resurfacing	Rouse Road	Alafaya Trail	1.8	Mill & Resurface	0	0	0	0	618	8,004	3,996	12,618	RR	Design & Construction
126	-	SR 408 Resurfacing	Alafaya Trail	SR 50 (East)	1.3	Mill & Resurface	0	0	0	0	0	0	350	350	RR	Design
127	-	SR 414 Resurfacing	West of SR 451	West of Keene Rd.	2.0	Mill & Resurface	0	0	0	0	0	705	13,692	14,397	RR	Design & Construction
128	-	SR 414 Resurfacing	West of Keene Rd.	US 441 (East)	2.9	Mill & Resurface	0	0	0	0	0	737	14,227	14,964	RR	Design & Construction
129	-	SR 417 Resurfacing	SR 408	E-4 Bridge	2.2	Mill & Resurface	0	0	0	0	0	0	899	899	RR	Design & Partial Bidding
130	-	SR 417 Resurfacing	E-4 Bridge	Orange/Seminole County Line	2.8	Mill & Resurface	0	0	0	0	0	1,136	21,982	23,118	RR	Design & Construction
						Encumbered Total	0		0							
						Unencumbered Total		1,273		11,900	32,712	53,340	61,896			
						SUB-TOTALS (Page 1)	1,273		11,900		32,712	53,340	61,896			

* Construction Costs Escalated at 3.0% for FY 2026, 3.1% for FY 2027, 3.2% for 2028, 3.3% for FY 2029, and 3.3% for FY 2030. In general, all other costs escalated at an average of 3.2% per year.
E = Encumbered costs from projects under contracts from previous fiscal years
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Central Florida Expressway Authority
Five-Year Work Plan

Renewal and Replacement Projects Summary (2 of 3)

Page	Project Number	Project Name	Project Description				Project Cost (thousand $) by Fiscal Year *							Total	Fund Source	Project Phases Funded
			From	To	Length (miles)	Work Description	2026		2027		2028	2029	2030			
							E	U	E	U	U	U	U			
131	-	SR 429 Resurfacing	US 441	Kelly Park Road	4.3	Mill & Resurface	0	768	0	9,880	4,934	0	0	15,582	RR	Design & Construction
132	-	SR 429 Resurfacing	Kelly Park Road	North of CR 435	3.4	Mill & Resurface	0	0	0	698	13,458	0	0	14,156	RR	Design & Construction
133	-	SR 453 Resurfacing	SR 429	SR 46	1.3	Mill & Resurface	0	707	0	10,139	3,378	0	0	14,224	RR	Design & Construction
134	528-783	SR 528 Resurfacing	McCoy / Boggy Creek Rd.	SR 436	1.4	Mill & Resurface	180	4,636	0	4,626	0	0	0	9,442	RR	Design & Construction
135	528-769	SR 528 Miscellaneous Resurfacing Project	Narcoossee Road	East of Dallas Blvd	1.9	Mill & Resurface	3,313	0	0	0	0	0	0	3,313	RR	Construction
136	-	SR 528 Resurfacing	SR 417	West of Beachline Mainline Toll Plaza	1.9	Mill & Resurface	0	0	0	0	0	0	725	725	RR	Design & Partial Bidding
137	-	SR 528 Resurfacing	West of Beachline Mainline Toll Plaza	East of Innovation Way	3.4	Mill & Resurface	0	0	0	0	0	0	1,001	1,001	RR	Design & Partial Bidding
138	-	SR 528 Resurfacing	East of Innovation Way	East of Dallas Blvd	5.3	Mill & Resurface	0	0	0	0	0	938	18,103	19,041	RR	Design & Construction
139	-	SR 528 Resurfacing	East of Dallas Blvd.	SR 520	5.3	Mill & Resurface	0	0	0	0	0	902	17,456	18,358	RR	Design & Construction
140	-	Miscellaneous Resurfacing Projects	-	-	-	Mill & Resurface	0	78	0	918	918	918	880	3,712	RR	Design & Construction
141	-	Miscellaneous Drainage and Stormwater Projects	-	-	-	Drainage and Stormwater	0	55	0	310	310	310	310	1,295	RR	Design & Construction
142	451-782	SR 451-429 Ramp Bridge Bearing Repairs	-	-	-	Bridge Repairs	0	370	0	0	0	0	0	370	RR	Bidding & Construction
						Encumbered Total	3,493		0							
						Unencumbered Total		6,614		26,571	22,998	3,068	38,475			
						SUB-TOTALS (Page 2)	10,107		26,571		22,998	3,068	38,475			

* Construction Costs Escalated at 3.0% for FY 2026, 3.1% for FY 2027, 3.2% for 2028, 3.3% for FY 2029, and 3.3% for FY 2030. In general, all other costs escalated at an average of 3.2% per year.
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Central Florida Expressway Authority
Five-Year Work Plan

Renewal and Replacement Projects Summary (3 of 3)

Page	Project Number	Project Name	Project Description				Project Cost (thousand $) by Fiscal Year *							Total	Fund Source	Project Phases Funded
			From	To	Length (miles)	Work Description	2026		2027		2028	2029	2030			
							E	U	E	U	U	U	U			
143	528-778	SR 528 Bridge Improvements	-	-	-	Bridge Repairs	753	0	0	0	0	0	0	753	RR	Construction
144	-	Systemwide Bridge Projects	-	-	-	Misc. Structural Projects	0	47	0	429	392	243	243	1,354	RR	Design & Construction
145	599-773	Systemwide FY 23 Coatings of Steel Bridges and Plaza Ped Bridges (408 / 414 / 417 / 429)	-	-	-	Painting & Inspections	0	4,852	0	6,054	0	0	0	10,906	RR	Bidding & Construction
146	599-774	Systemwide FY 23 Coatings of Ramp Plaza Butterfly Structures	-	-	-	Painting & Inspections	1,344	0	0	0	0	0	0	1,344	RR	Construction
147	599-770	SR 417 & SR 408 Concrete Coatings	N. of Leevista Blvd.	N. of University Blvd.	9.0	Painting & Inspections	5	5,237	0	0	0	0	0	5,242	RR	Bidding & Construction
148	414-781	SR 414 Concrete Coatings	SR 429	US 441	6.0	Painting & Inspections	5	6,029	0	0	0	0	0	6,034	RR	Bidding & Construction
149	-	Systemwide Coatings	-	-	-	Painting & Inspections	0	160	0	4,635	4,635	4,490	2,400	16,320	RR	Design & Construction
150	-	Systemwide Fence Projects	-	-	-	Fencing Replacement	0	25	0	275	275	275	275	1,125	RR	Design & Construction
151	-	Systemwide Bridge Joint & Approach Slab Projects	-	-	-	Structural	0	0	0	110	110	110	110	440	RR	Design & Construction
152	599-779	Systemwide FY 23 RPM Replacements	-	-	-	RPM & Striping	240	0	0	0	0	0	0	240	RR	Construction
153	-	Systemwide Reflective Pavement Markers & Thermo Striping	-	-	-	RPM & Striping	0	25	0	140	185	190	145	685	RR	Design & Construction
154	-	Systemwide Traffic Signal Replacement Projects	-	-	-	Signalization	0	0	0	615	615	615	615	2,460	RR	Design & Construction
						Encumbered Total	2,347		0							
						Unencumbered Total		16,375		12,258	6,212	5,923	3,788			
						SUB-TOTALS (Page 3)	18,722		12,258		6,212	5,923	3,788			
						TOTALS	30,102		50,729		61,922	62,331	104,159			

* Construction Costs Escalated at 3.0% for FY 2026, 3.1% for FY 2027, 3.2% for 2028, 3.3% for FY 2029, and 3.3% for FY 2030. In general, all other costs escalated at an average of 3.2% per year.
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Central Florida Expressway Authority
Five-Year Work Plan

Landscape and Hardscape Projects Summary

Page	Project Number	Project Name	Project Description				Project Cost (thousand $) by Fiscal Year *							Total	Fund Source	Project Phases Funded
			From	To	Length (miles)	Work Description	2026		2027		2028	2029	2030			
							E	U	E	U	U	U	U			
155	-	Systemwide Discretionary Landscape & Hardscape Projects	-	-	-	Landscaping & Hardscaping	0	450	0	1,463	1,418	109	1,478	4,918	SP	Design, Installation & Maintenance
156	528-179A	SR 528 / SR 436 Interchange Hardscape	-	-	-	Hardscaping	448	0	0	0	0	0	0	448	SP	Construction
157	-	SR 417 Landscaping from International Drive to John Young Parkway	International Drive	John Young Parkway	4.1	Landscaping	0	139	0	1,375	56	28	0	1,598	SP	Design, Installation & Maintenance
158	-	SR 417 Landscaping from John Young Parkway to Landstar Boulevard	John Young Parkway	Landstar Boulevard	3.8	Landscaping	0	240	0	2,317	100	75	0	2,732	SP	Design, Installation & Maintenance
159	-	SR 417 Landscaping from South of Narcoossee Road to SR 528	South of Narcoossee Road	SR 528	6.2	Landscaping	0	128	0	2,706	108	108	0	3,050	SP	Design, Installation & Maintenance
160	-	SR 429 Landscaping from Tilden Road to Florida's Turnpike	Tilden Road	Florida's Turnpike	3.6	Landscaping	0	0	0	264	2,457	104	26	2,851	SP	Design, Installation & Maintenance
161	-	SR 429 Landscaping from Florida's Turnpike to West Road	Florida's Turnpike	West Road	5.4	Landscaping	0	0	0	305	2,849	128	64	3,346	SP	Design, Installation & Maintenance
162	-	SR 429 Landscaping from West Road to SR 414	West Road	SR 414	4.7	Landscaping	0	0	0	216	2,013	88	66	2,383	SP	Design, Installation & Maintenance
163	-	Wekiva Parkway (203) Kelly Park Rd. Interchange Landscape	Kelly Park Rd. Interchange	-	-	Landscaping	0	0	0	104	974	40	10	1,128	SP	Design, Installation & Maintenance
164	-	SR 453 Buffer Plantings	SR 429	SR 46	-	Landscaping	0	78	0	793	36	27	0	934	SP	Design, Installation & Maintenance
165	-	SR 538 Landscaping from Ronald Reagan Parkway to Cypress Parkway	Ronald Reagan Parkway	Cypress Parkway	7.2	Landscaping	0	0	0	49	945	40	40	1,074	SP	Design, Installation & Maintenance
						Encumbered Total	448		0							
						Unencumbered Total		1,035		9,592	10,956	747	1,684			
						TOTAL	1,483		9,592		10,956	747	1,684			

* Construction Costs Escalated at 3.0% for FY 2026, 3.1% for FY 2027, 3.2% for 2028, 3.3% for FY 2029, and 3.3% for FY 2030. In general, all other costs escalated at an average of 3.2% per year.
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U = Unencumbered costs

Central Florida Expressway Authority
Five-Year Work Plan

Non-System Projects Summary

Page	Project Number	Project Name	Project Description				Project Cost (thousand $) by Fiscal Year *							Total	Fund Source	Project Phases Funded
			From	To	Length (miles)	Work Description	2026		2027		2028	2029	2030			
							E	U	E	U	U	U	U			
166	-	Goldenrod Road (SR 551) Thermo & RPMs	SR 528	Leevista Blvd.	1.6	Pavement Markings - Thermo & RPMs	0	0	0	0	210	173	0	383	NSP	Design & Construction
167	800-904	Goldenrod Road (SR 551) Resurfacing	SR 528	Leevista Blvd.	1.6	Mill & Resurface	1,449	0	0	0	0	0	0	1,449	NSP	Construction
168	-	Goldenrod Road (SR 551) Resurfacing	Leevista Blvd.	Hoffner Avenue	0.9	Mill & Resurface	0	0	0	172	2,210	0	0	2,382	NSP	Design & Construction
						Encumbered Total	1,449		0							
						Unencumbered Total		0		172	2,420	173	0			
						TOTALS	1,449		172		2,420	173	0			

* Construction Costs Escalated at 3.0% for FY 2026, 3.1% for FY 2027, 3.2% for 2028, 3.3% for FY 2029, and 3.3% for FY 2030. In general, all other costs escalated at an average of 3.2% per year.
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F. 2.

Florida Highway Patrol Desk Trooper Pilot Program

Lt. Colonel Mark Brown, Florida Highway Patrol

June 12, 2025

Working Together: FHP & CFX

Current Partnership

- Memorandum of Agreement
  - Signed 2000/Amended in 2024
  - Nine (9) Law Enforcement Officers and One (1) Sergeant
  - FHP Off Duty Services
- LiDAR Pilot Completed in 2021

Expanding Partnership

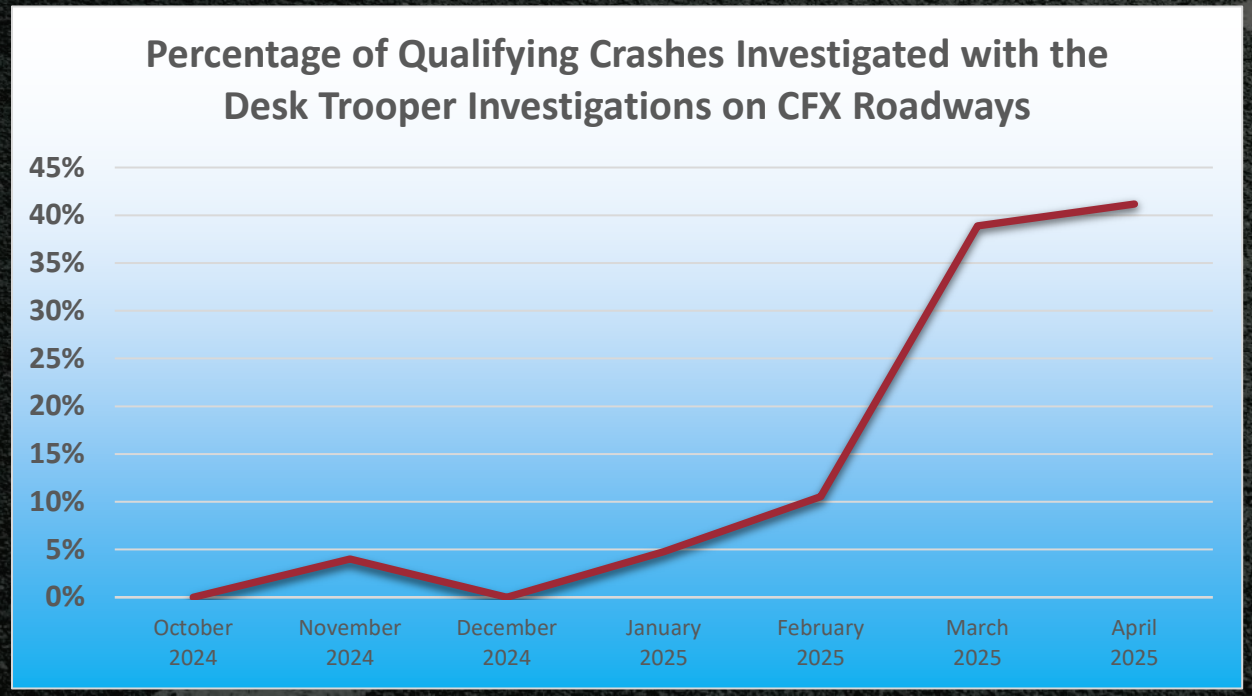
- Desk Trooper Pilot Program
- Opportunity to Enhance and Support FHP Resources
  - Improve Efficiencies
  - Reduce Roadway Clearance Times

Desk Trooper Pilot Program

- First in the Country to Pilot a Technology Solution for Drivers that Resolves Minor Crashes Faster
- Garnering Attention Nationwide
- Presented at IACP Roadway Safety Committee
- Presented at AAMVA Region II Conference

Use on CFX Expressways

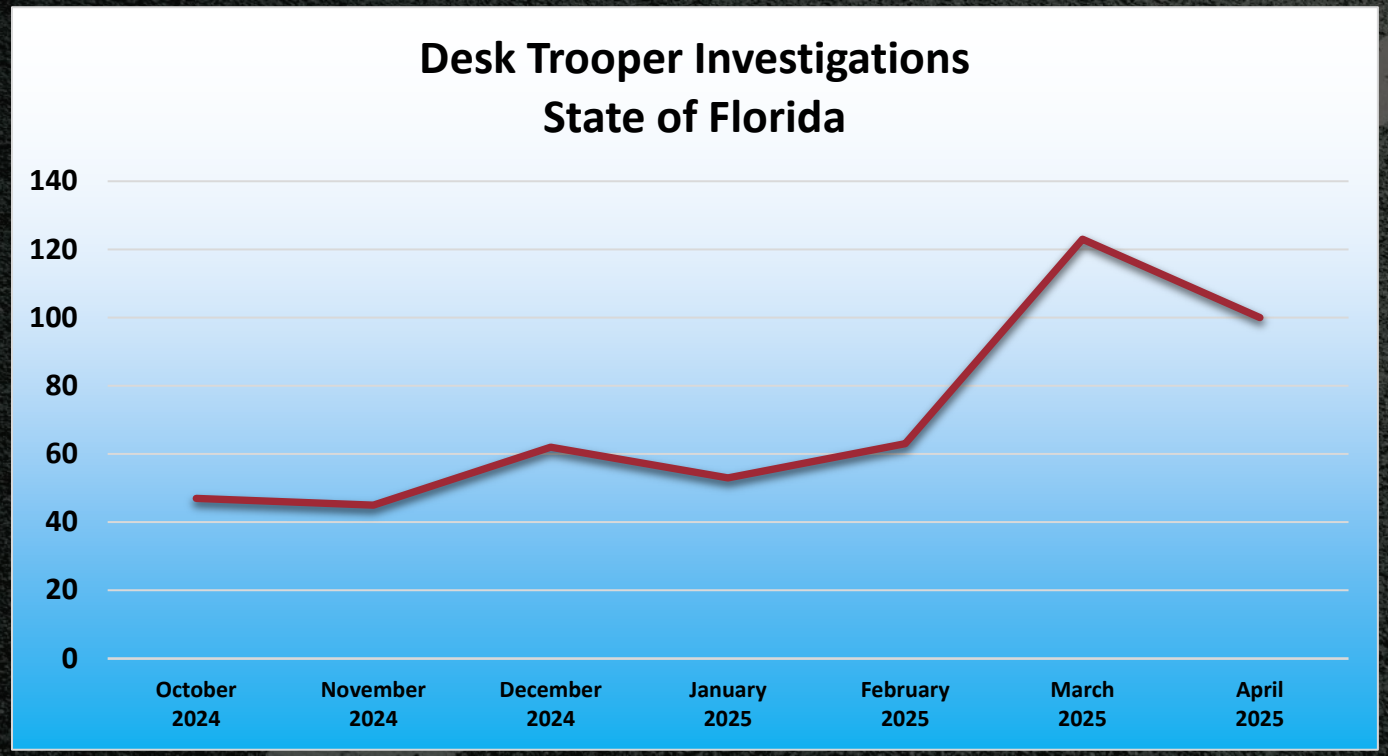
41% of Qualifying Investigations Now Resolved via Desk Trooper Program on CFX Expressways



What We Learned:

- Varying Light Duty Trooper Schedules
- Enlisting Participation of On-Duty Troopers
- Auditing SRCC Shifts Identified Areas for Enhancement

Expanding Use Beyond CFX



What We Learned:

- Safety Benefits Extend Across the State
- High Call Volume Counties Can Benefit from the Program

Public Survey

"Wasn't expecting such quick and easy service from a LEA"

"Officer was quick and concise: much faster than waiting for an officer to respond"

"Surprised the Highway Patrol was so technologically up to date"

"Would use the option again"

"Convenient and was completed quick"

"It went great"

Going Forward

- FHP is seeking legislative funds to continue the program for the 26/27 fiscal year
- FHP will continue to expand the program as possible
- Goal is to make this a mainstream option for minor traffic crashes
- Recognize the need to enhance awareness and acceptance of the program

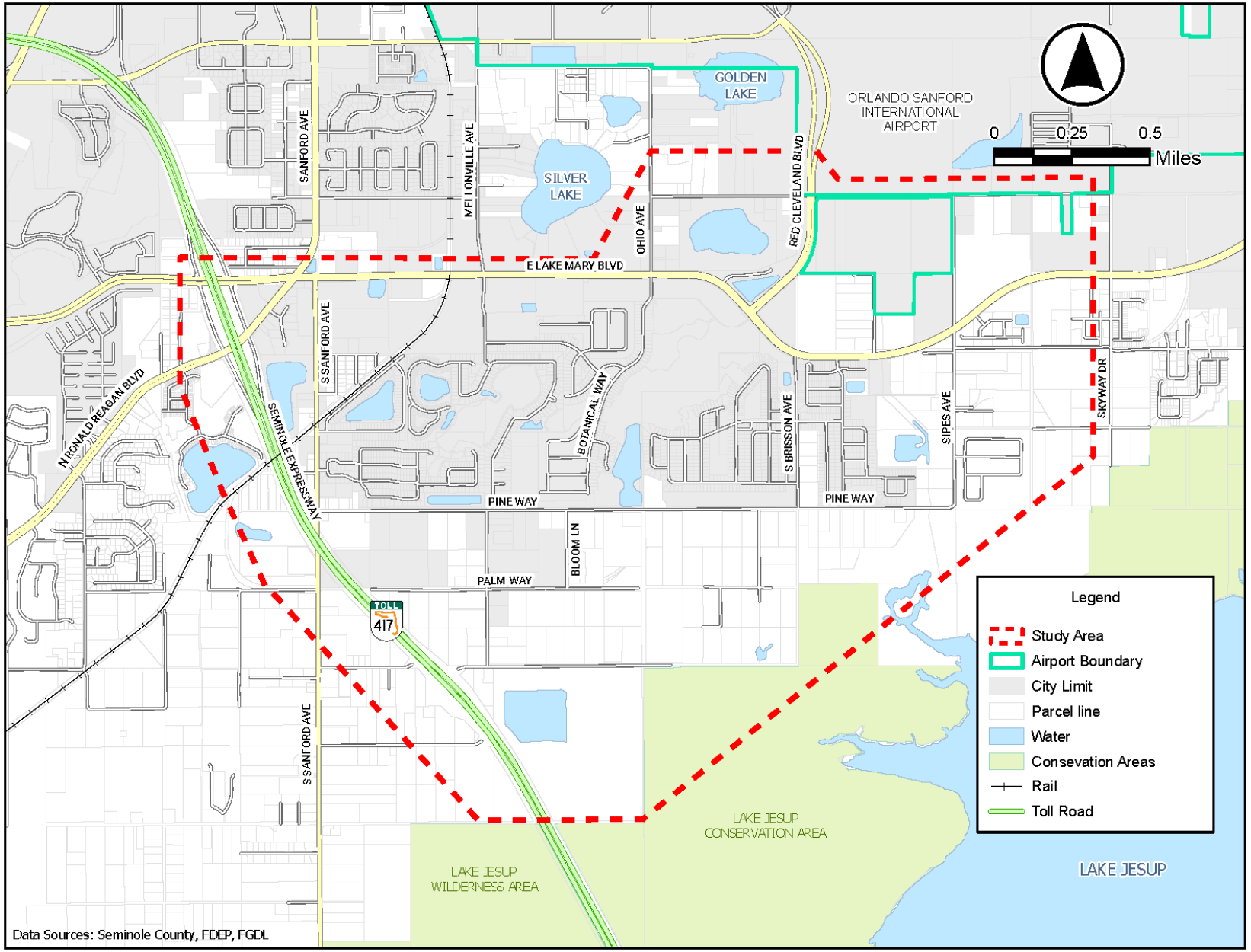
Questions

F. 3.

SR 417 Sanford Airport Connector
Project Development & Environment (PD&E) Study

Will Hawthorne, PE | Director of Transportation Planning & Policy
Amanda Ashby, AICP | Ardurra Group, Inc.

June 12, 2025



Project Location

The Study Area extends from west of SR 417 to Skyway Drive to the east, and from the Lake Jesup Wilderness Area boundary north to Lake Mary Boulevard and the Orlando Sanford International Airport

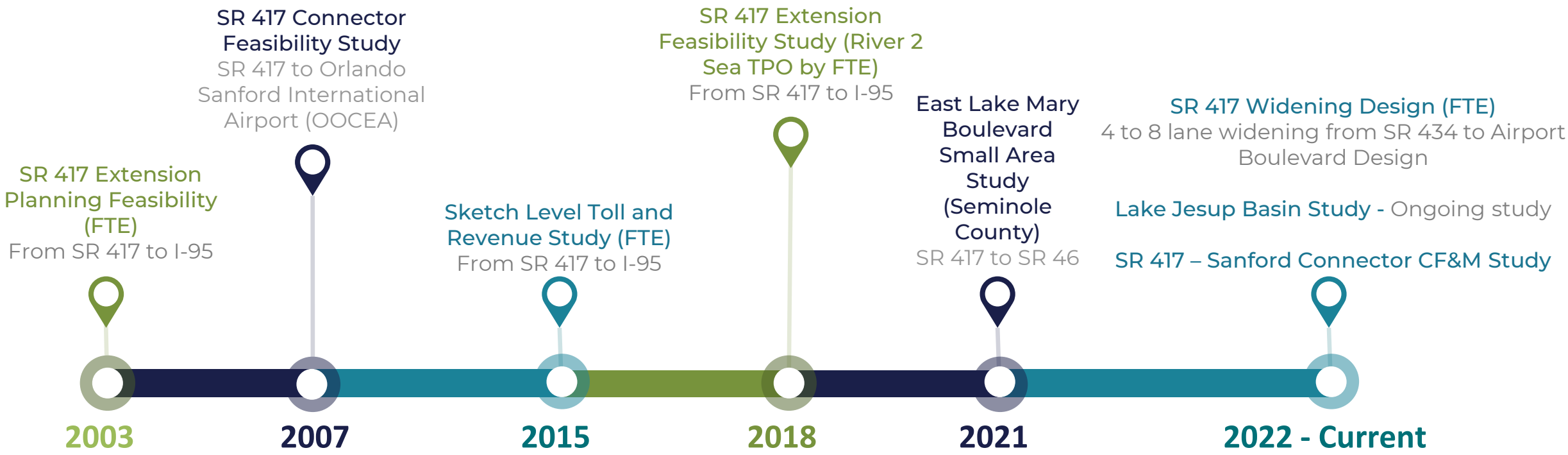
CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Background

- In 2023, CFX completed a CF&M Study to evaluate a new direct expressway connection between SR 417 and the Orlando Sanford International Airport
- CFX Board approved CF&M Study and authorized a PD&E Study to further evaluate the alternatives
- The PD&E Study began in May 2024 and has evaluated the alternatives recommended by the CF&M Study as well as an elevated viaduct alternative along East Lake Mary Boulevard

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Corridor History



Purpose and Need

Enhances Airport Access, Local & Regional Connectivity, and Mobility

Addresses Anticipated Future Traffic Needs

Supports Socioeconomic Growth and Planned Development

Improves Modal Connectivity

Orlando Sanford International Airport

- 87% increase in enplanements from (2024 – 2050)
- 400% increase in air freight tonnage (2017 – 2037)

Traffic Conditions [In No-Build Condition] – (2024 – 2050)

- Lake Mary Boulevard 44% increase
- Red Cleveland Boulevard *(Airport Entrance)* 60% increase

Population Growth

- Seminole County - 11.4% growth from 2010 to 2020
- Projected to increase another 21% by 2050

Planned Development

- Numerous new residential developments
- Additional residential and commercial development planned

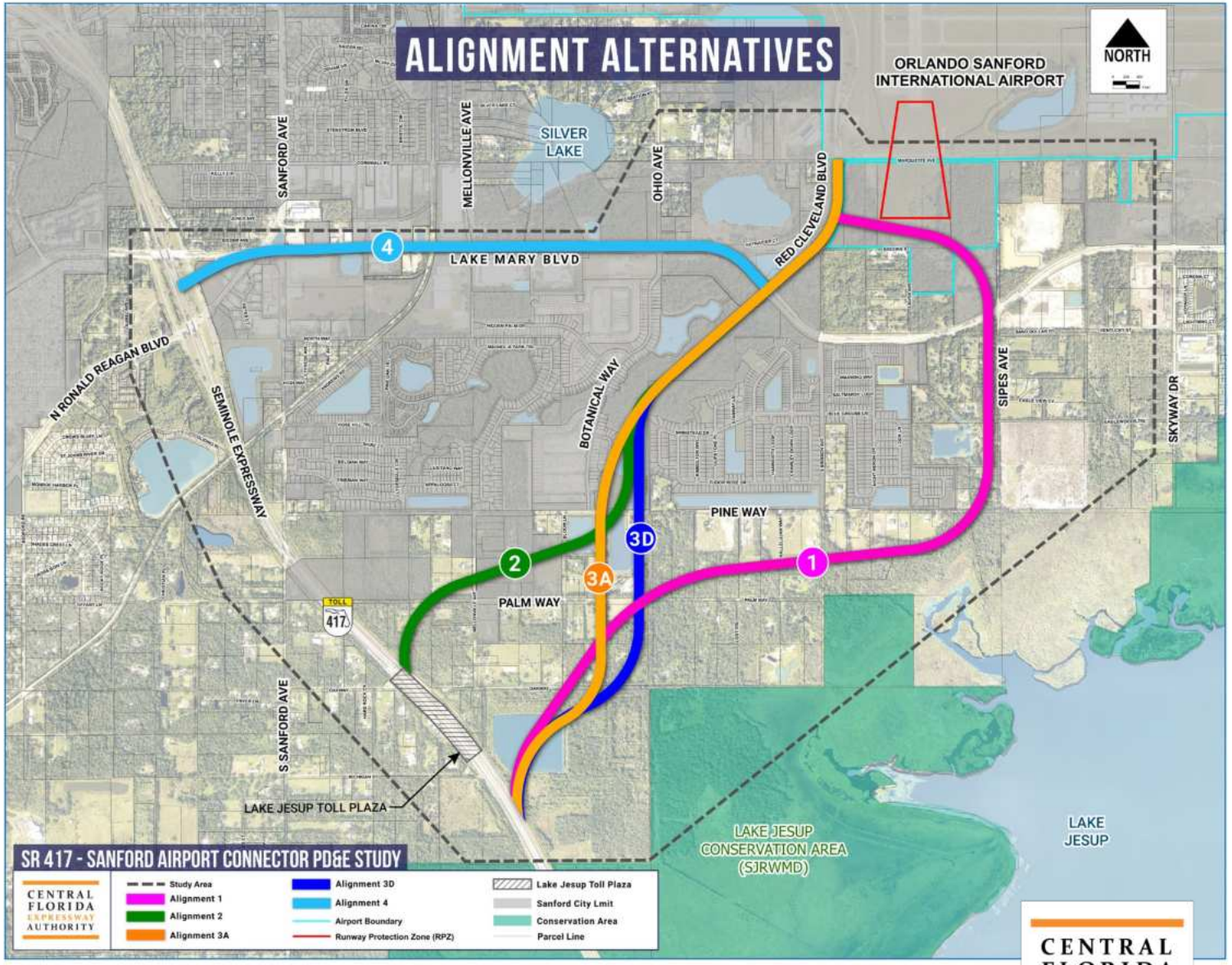
East Lake Mary Boulevard provides access to Orlando Sanford International Airport

- Long delays at the SR 417 interchange
- Roadway and intersections nearing capacity

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

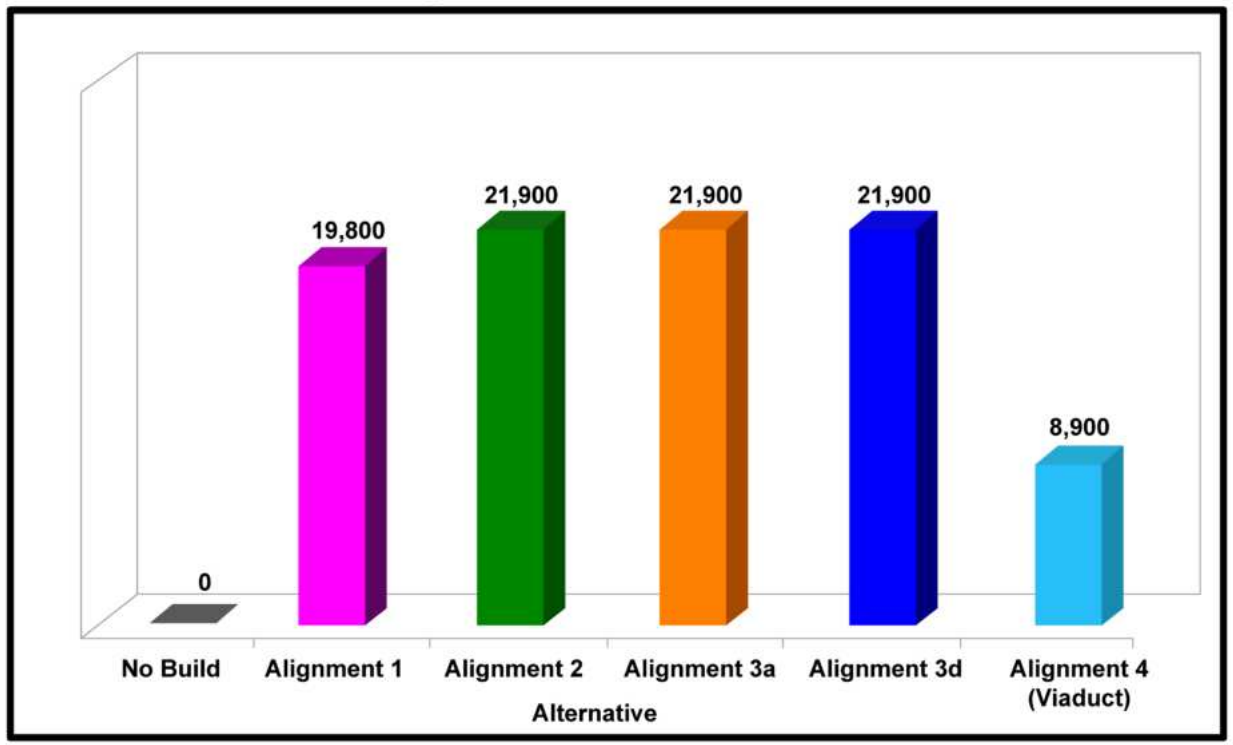
PD&E Study Alternatives

- Alternative 1 attempts to minimize direct impacts to residential and non-residential parcels
- Alternative 2 has the least potential environmental impacts of the four original alignments
- Alternatives 3a and 3d attempt to balance direct impacts to residential development and environmentally sensitive land
- Alternative 4 attempts to utilize the existing East Lake Mary Boulevard roadway corridor to minimize impacts to the environment and residences

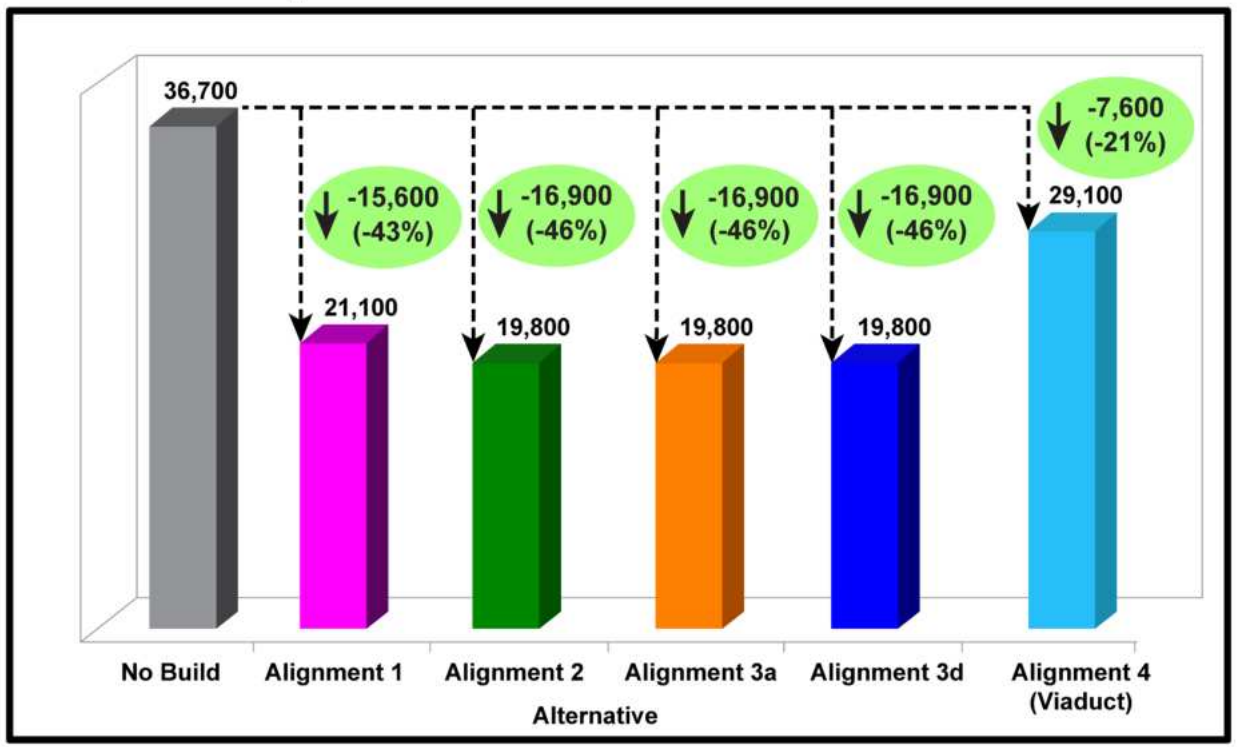


Year 2050 Daily Traffic

Proposed Connector



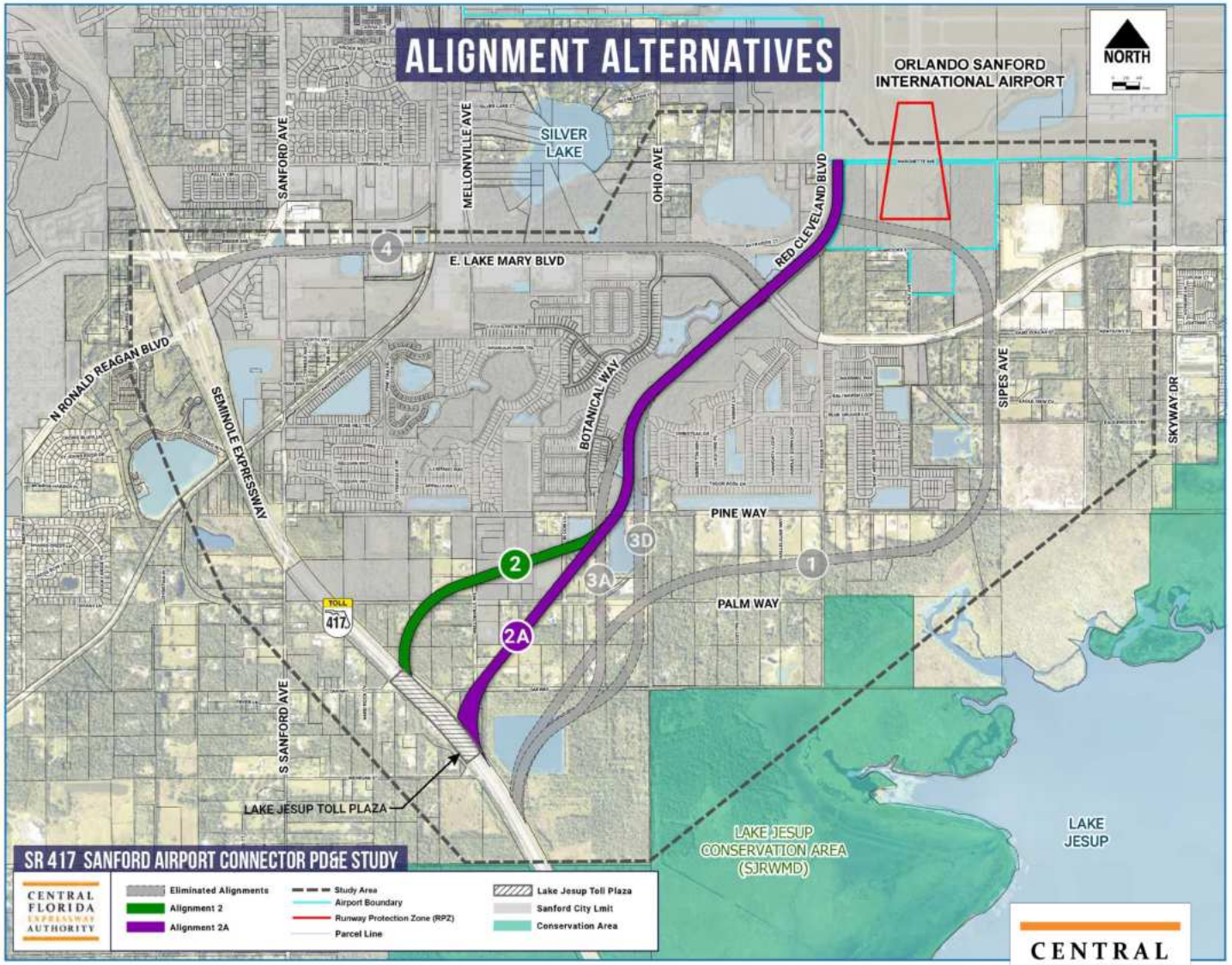
Lake Mary Blvd – SR 417 to Red Cleveland Blvd



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

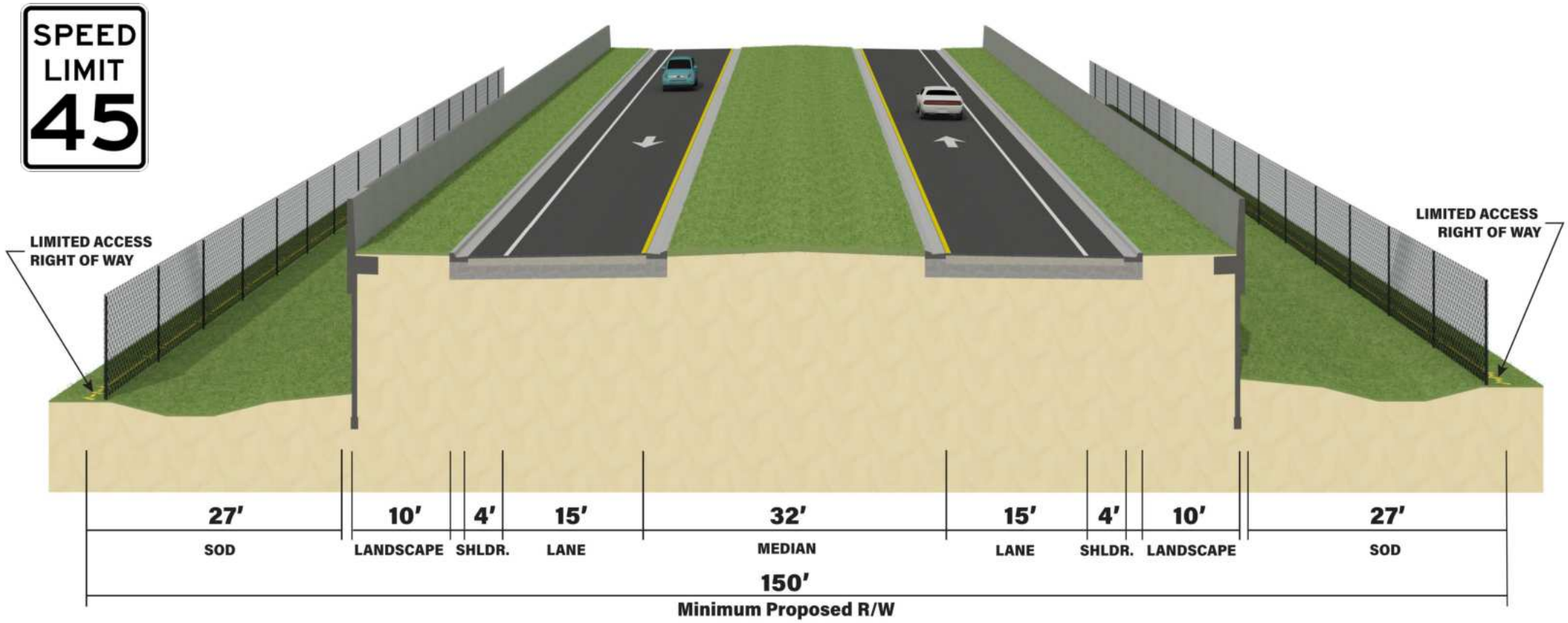
Alignment 2 Refinement

- Alignments 1, 3A, 3D and 4 were eliminated from further consideration
- Alternative 2 moved the interchange with SR 417 away from the Lake Jesup Conservation Area and utilized the pavement and right of way at the toll plaza
- The refinement of Alignment 2 was made to move the interchange with SR 417 farther south, but still north of the Lake Jesup Conservation Area
- Refinement of Alignment 2 was considered significant enough to be evaluated as a new alternative (Alignment 2A)



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Proposed Connector Typical Section (2 lane)



Design Speed = 45 mph
Approximate ROW = 150 feet

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Preliminary Rendering

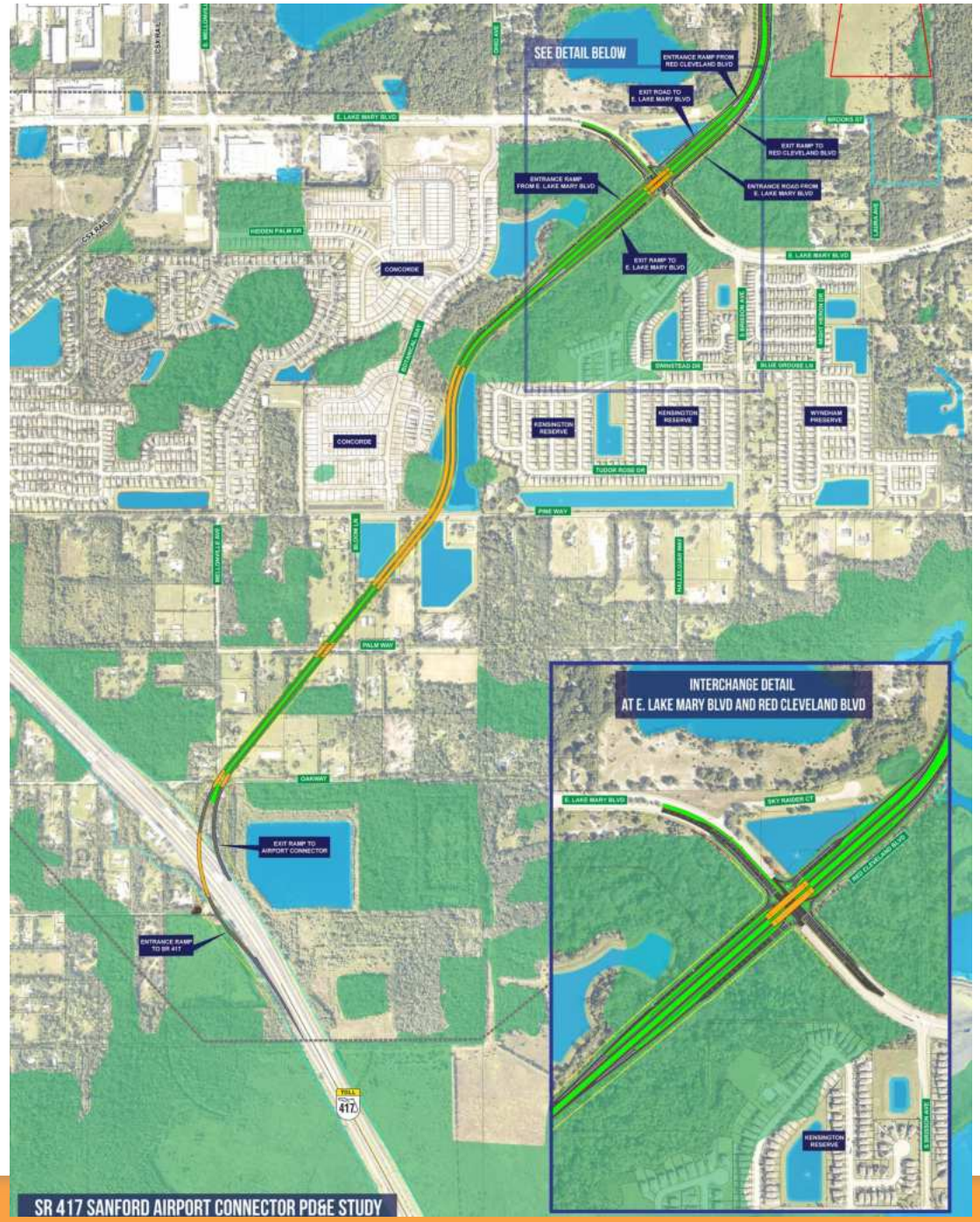
Proposed Interchange at East Lake Mary Blvd.

- Signalized Intersection
- Access to existing roadways maintained
- Full access to East Lake Mary Blvd.
- Improves future intersection operations

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Agency & Stakeholder Input

- Related Transportation Projects
- Planned Developments
  (Seminole County and City of Sanford)
- SJRWMD Conservation Easements and Criteria
- Alternatives and Engineering Considerations
- Environmental Effects
- Mobility Alternatives



Preferred Alternative

- Shortest and most direct route
- Lowest direct wetland impacts
- Optimized roadway geometry for safety and drivability
- Facilitates future addition of ramps to/from north on SR 417
- Support from stakeholders, including Orlando Sanford International Airport, Seminole County and Florida's Turnpike

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

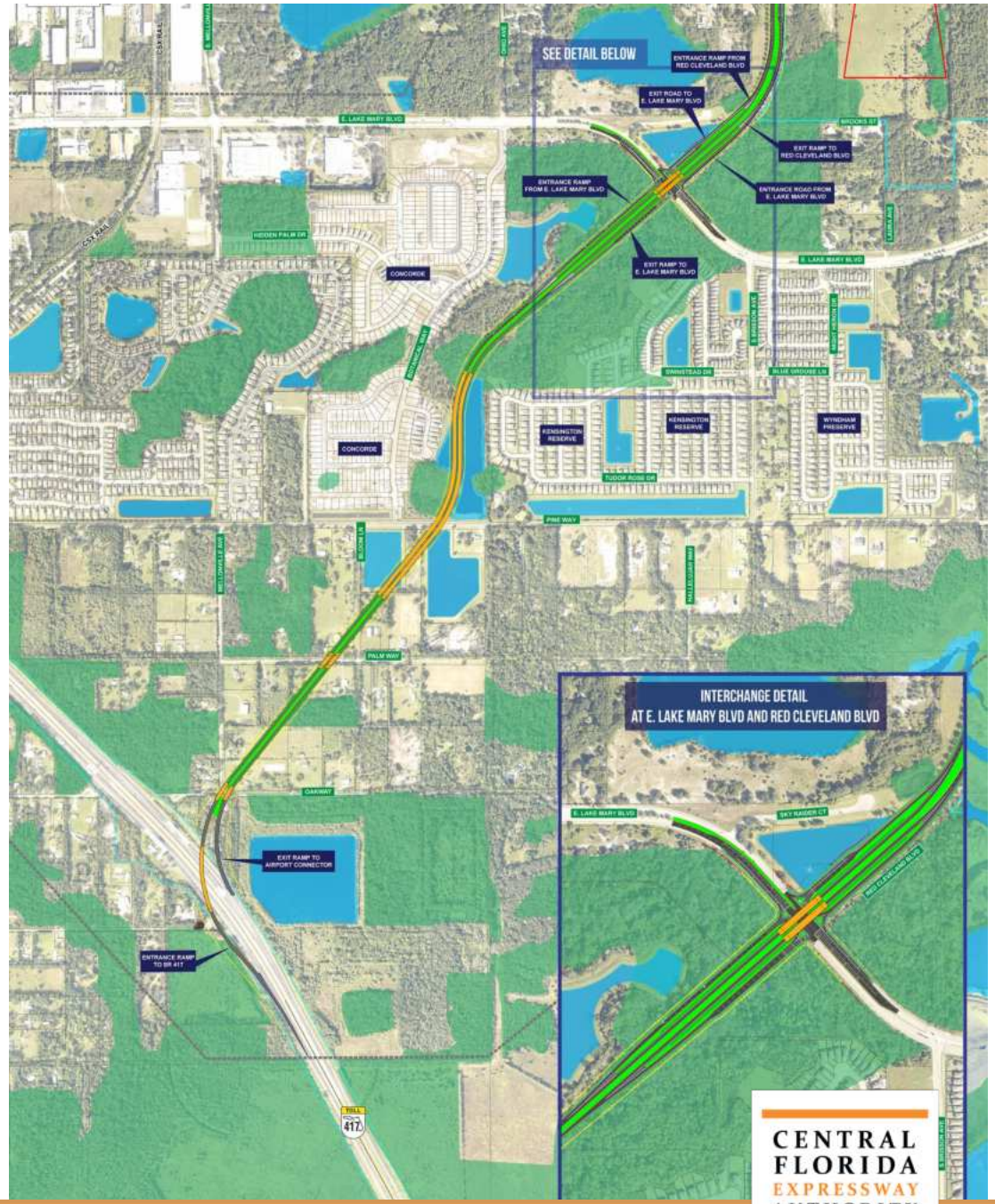
Preferred Alternative Evaluation Matrix

Evaluation Criteria	Unit of Measure	Alternatives	
		No Build	2a
Traffic			
2050 Projected Annual Average Daily Traffic (AADT) on Connector	Vehicles per Day	0	21,900
2050 Projected AADT on E. Lake Mar Mary Boulevard West of Red Cleveland Boulevard	Vehicles per Day	36,700	19,800
Resulting Reduction in 2050 Projected AADT on E. Lake Mary Boulevard, West of Red Cleveland Boulevard	Vehicles per Day	No Reduction	-16,900 (-46%)
Design			
Alternative Length	Miles	0	2.3
Right-of-Way Width (Varies per Alternative)	Feet	0	150
Physical			
Utility Impacts	High/Med/Low/None	None	Low
Contamination Sites & Facilities (Medium and High Risk Sites)	No. of Conflicts	0	0
Railroad Involvement	No. of Conflicts	0	0
Cultural Environment			
Potential Known Historic Resources	No. of Resources	0	0
Potential Known Historic Linear Resources (Canals/Highways/Railroads)	No. of Resources	0	1c
Potential Known Archaeological Resources	No. of Resources	0	0
Natural Environment			
Potential Surface Water Impacts	Total Acres	0	1
Wetlands	Total Acres	0	17
Forested	*Acres*	*0*	*16.5*
Non-forested	*Acres*	*0*	*0.5*
Regulatory (SJRWMD) Conservation Easement Impacts	Acres	0	12
Flood Hazard Area Impacts (100 Year Floodplain)	Acres	0	0
Listed Species Probability of Occurrence	Degree	0	High
Bald Eagle Nest	No. of Conflicts	0	3
Species Impacts (composite rating)	High/Med/Low/None	None	Med
Social			
Right-of-Way Area Needed (not including proposed ponds)	Total Acres	0	35
Potential Residential Parcels Affected	Total Parcels	0	12
Potential Non-Residential Parcels Affected	Total Parcels	0	20
Community Facilities	No. of Conflicts	0	0
Parks and Recreational Facilities (public and private)	No. of Conflicts	0	0
Community Cohesion Effects	High/Med/Low/None	None	Med
Socio-Economic Impacts to Special Populations	High/Med/Low	0	Low
Estimated Costs			
Roadway Construction (includes design and CEI)	Dollars	$0	$172,200,000
Utility Relocation	Dollars	$0	$3,100,000
Right-of-Way	Dollars	$0	$18,300,000
Mitigation, Wetlands, and Wildlife	Dollars	$0	$6,800,000
Total Estimated Cost	Dollars	$0	**$200,400,000**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Next Steps

Date	Description
June 27th	Draft PD&E Study Documents Public Review
July 15th	Virtual Public Hearing
July 17th	In-Person Public Hearing at the Sanford Civic Center
July 31st	Public Hearing Comment Period Closes
October 9th	Present PD&E Study Results to Board



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Thank You

F. 4.

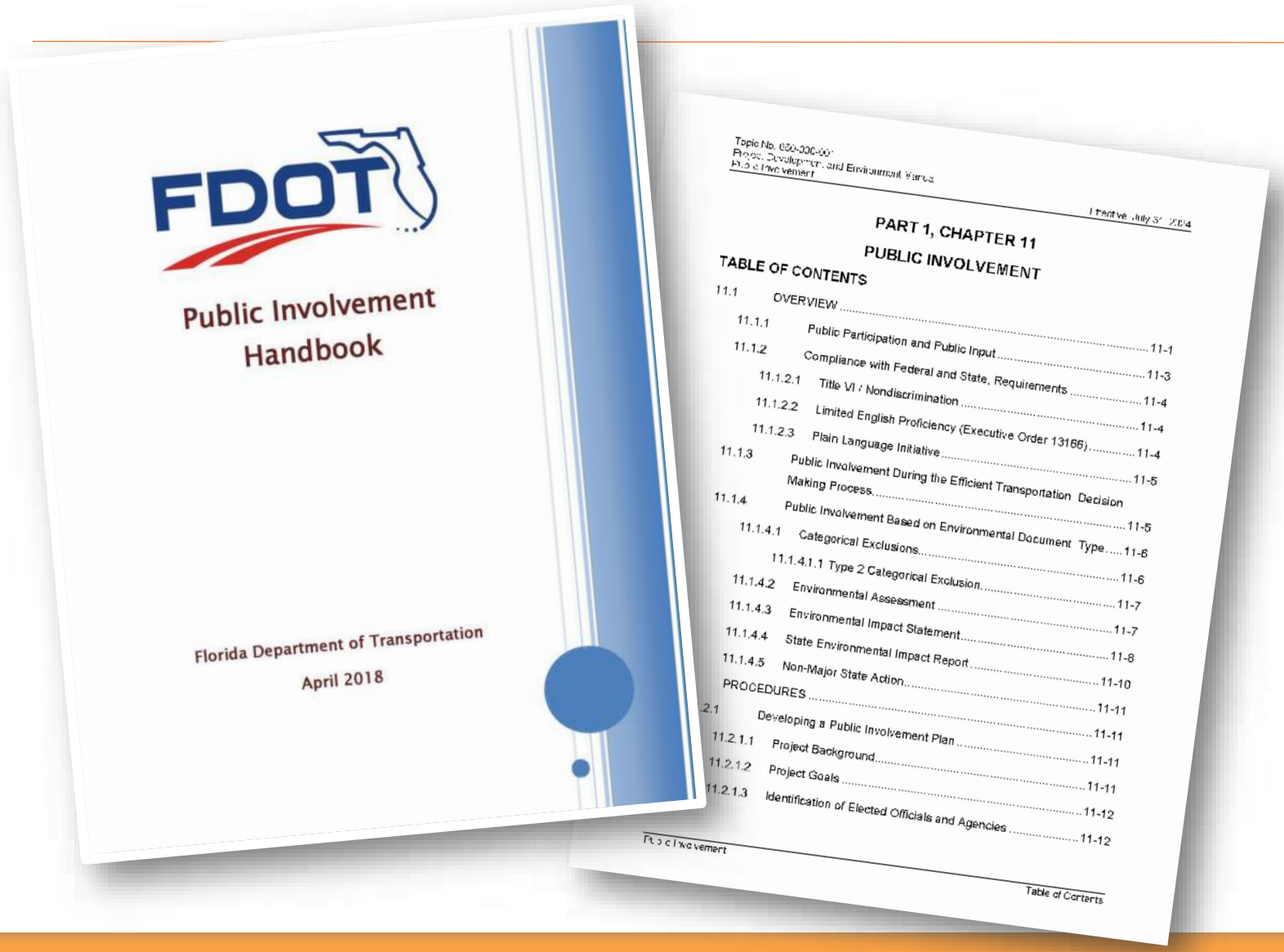
CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Public Engagement/Outreach Update

Racquel Asa | Senior Director of External Affairs

June 12, 2025

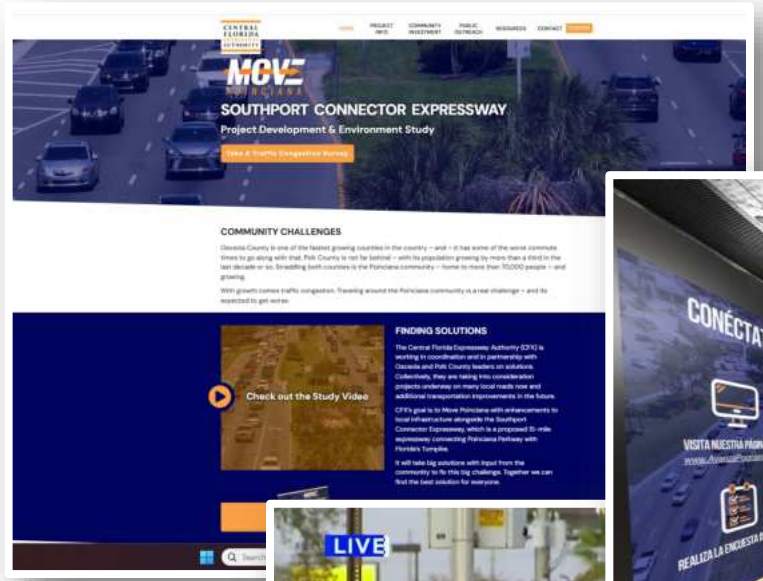
Public Engagement Guidance

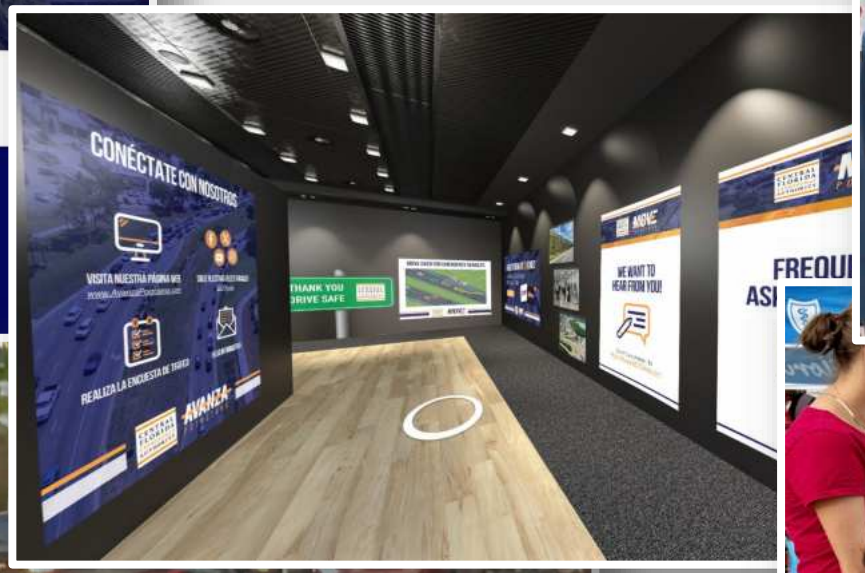


- Public Engagement & Community Awareness Plans
- Identifying stakeholders
- Traditional advisory group meetings
- State and local agency meetings
- Community group meetings
- Public meetings & hearings
- Newsletters
- Agency project webpages

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Here’s the CFX Way





CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Collective Guidance & Stewardship

Project-Specific Advisory Groups

- Offers targeted input on project-specific considerations that contributes to the planning & development processes
- Three advisory groups: Community Engagement Group, Environmental Advisory Group & Project Advisory Group

Environmental Stewardship Committee (ESC)

- Assess projects and programs to offer oversight and guidance, ensuring the responsible use and protection of the natural environment
- Nine members appointed by CFX Board to provide recommendations

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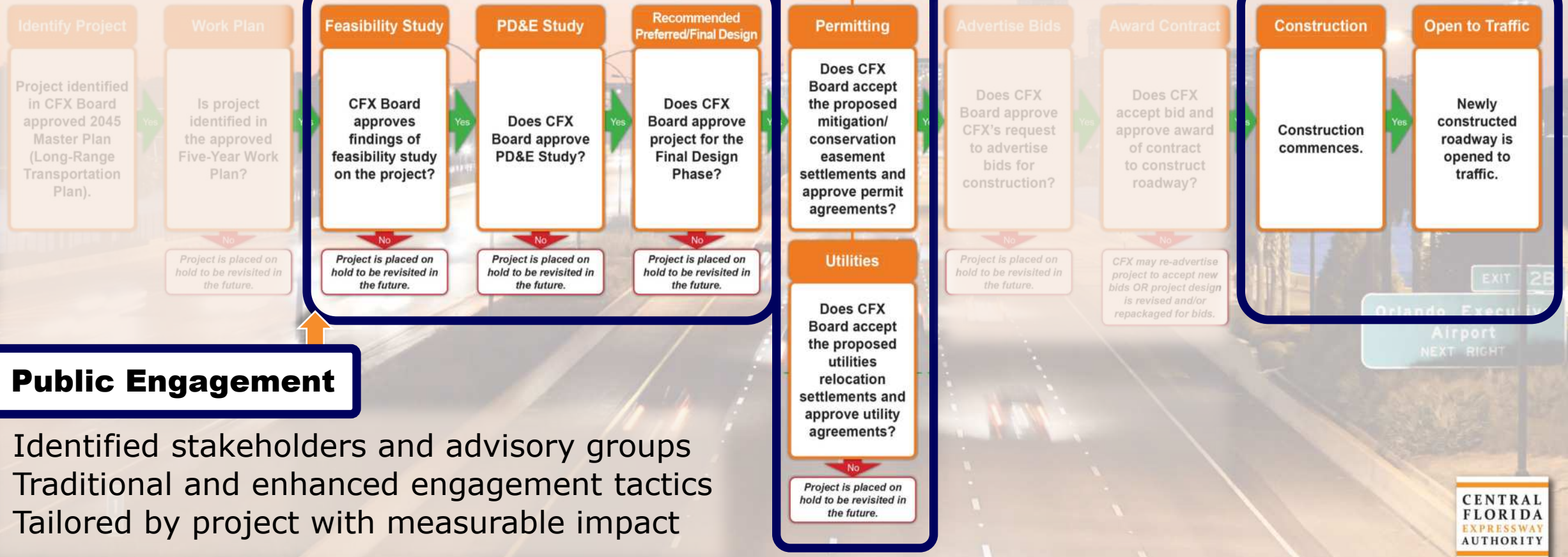
PROJECT DEVELOPMENT PROCESS

New Alignment Expansion Projects



Public Engagement

- Identified stakeholders and advisory groups
- Traditional and enhanced engagement tactics
- Tailored by project with measurable impact

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Measuring Performance

FY 25: January 1 – May 22

Meetings Held

40 Meetings

- Northeast Connector Expressway PD&E Study (332 attendees)
- Sanford Airport Connector PD&E Study (157 attendees)
- Southport Connector Expressway PD&E Study (143 attendees)

People Engaged

In-Person: 1,398
Virtual: 427

Comments Received

745 Comments

- Northeast Connector Expressway PD&E Study (240)
- Southport Connector Expressway PD&E Study (48)

Top Performing Project Pages:

1. **SR 516 Lake/Orange Expressway**
   - 7,479 Views
   - 29.84% increase Views QOQ
2. **SR 417 Capacity Improvements**
   - 5,847 Views
   - 18.04% increase Views QOQ
3. **SR 408 Capacity Improvements**
   - 4,210 Views
   - 8.84% increase Views QOQ

Project Engagement Highlight:

Media Coverage

January 1 – May 23

95 Mentions | **1.2B Reach** | **75% TV Type**

WFTV 9 abc, WESH 2, WKMG 6, Orlando Sentinel, Spectrum News 13, FOX 35, Orlando Business Journal

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Southport Connector Expressway PD&E

40+
Meetings

1,100+
People

18,600+
Web Views

What We Learned:

- Understanding and awareness increased with MovePoinciana
- 1,800+ survey results drove meaningful and dynamic interactions
- Measurable changes in awareness and sentiment

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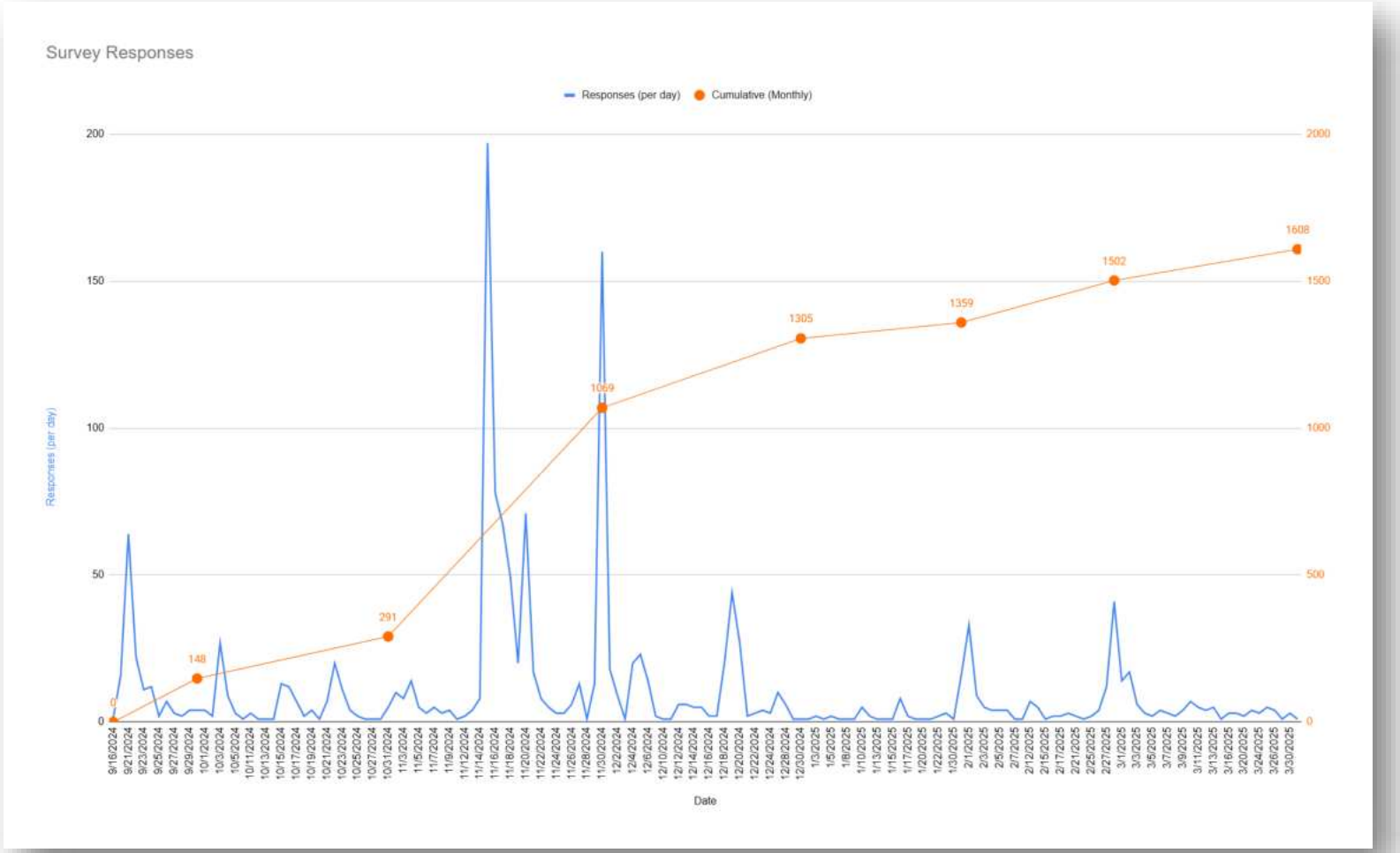

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SR 417 Sanford Airport Connector PD&E

3
Meetings

400+
People

460+
Survey Results

What We Learned:

- Insights from advisory groups, stakeholders, and the public shaped refined alignment alternatives
- Defined geography for survey facilitated focused engagement prior to the public hearing

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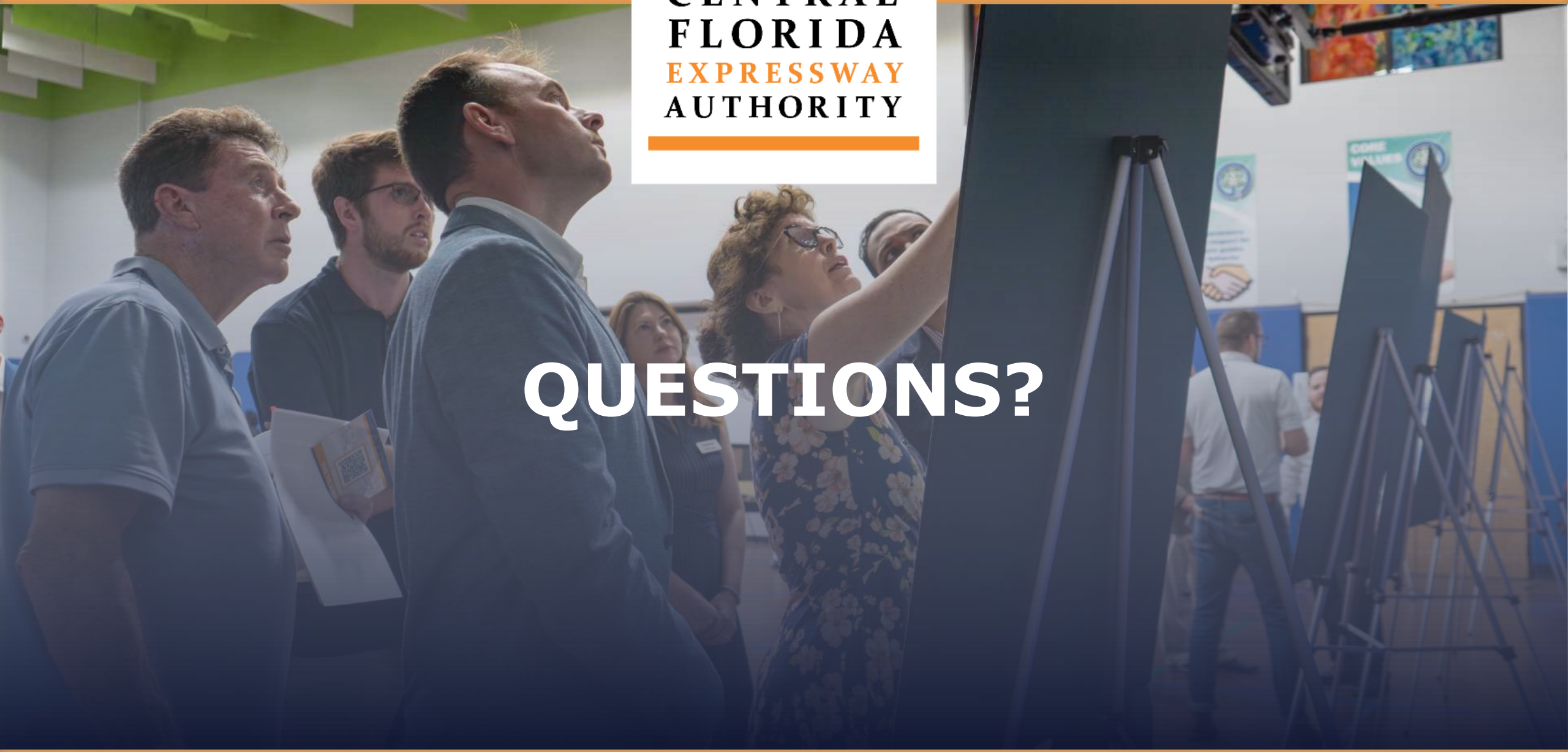

QUESTIONS?