AGENDA
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BOARD MEETING
August 14, 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 JUNE 12, 2025 BOARD MEETING MINUTES (action item)

D. APPROVAL OF CONSENT AGENDA (action item)

E. REPORTS

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

F. REGULAR AGENDA ITEMS

1. **BUILDING UPON A VISION: CENTRAL FLORIDA'S TRANSPORTATION –** *Will Hawthorne, Director of Transportation Planning & Policy* (info item)

2. **SOUTHPORT CONNECTOR EXPRESSWAY PROJECT DEVELOPMENT & ENVIRONMENT (PD&E) STUDY UPDATE –** *Will Hawthorne, Director of Transportation Planning and Policy and Kelsey Lucas, Transportation Development Area Leader, RS&H, Inc.* (info item)

(CONTINUED ON NEXT PAGE)

3. **MAINTENANCE UPDATE –** *Don Budnovich, Director of Maintenance* (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

MINUTES
BOARD MEETING
June 12, 2025

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

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A. CALL TO ORDER

The meeting was called to order at approximately 9:01 a.m. by Chairman Maier.

Board Members Present:
Christopher "C.J." Maier, Gubernatorial Appointment (Chairman)
Commissioner Andria Herr, Seminole County (Treasurer)
Commissioner Brandon Arrington, Osceola County
Commissioner Katie Delaney, Brevard County
Commissioner Sean Parks, Lake County
Rafael "Ralph" Martinez, Gubernatorial Appointment
Commissioner Christine Moore, Orange County
Rick Pullum, Gubernatorial Appointment

Board Members Not Present:
Mayor Buddy Dyer, City of Orlando (Vice Chairman)
Mayor Jerry Demings, Orange County

Staff Present at Dais:
Michelle Maikisch, Executive Director
Mimi Lamaute, Manager of Board Services/Board Recording Secretary

Non-Voting Advisor Not 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 APRIL 10, 2025 BOARD MEETING AND BOARD WORKSHOP MINUTES

A motion was made by Mr. Pullum and seconded by Mr. Martinez to approve the April 10, 2025 Board Meeting and Board Workshop Minutes as presented. The motion carried unanimously with all eight (8) Board Members in attendance voting AYE by voice vote. Two (2) Board members, Mayor Demings and Mayor Dyer 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 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)

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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:

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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)

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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)

A motion was made by Commissioner Arrington and seconded by Commissioner Moore to approve the Consent Agenda. The motion carried unanimously with all eight (8) Board Members in attendance voting AYE by voice vote. Two (2) Board members, Mayor Demings and Mayor Dyer were not in attendance.

E. REPORTS

1. CHAIRMAN'S REPORT

Chairman Maier noted a full agenda, beginning with approval of the annual budget and updated workplan. He thanked staff for developing a plan that is both ambitious and comprehensive. He thanked FHP for their

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continued partnership. The FHP along with CFX's public engagement and outreach efforts, highlight how CFX is leveraging innovative technology to improve safety and efficiency. Finally, Chairman Maier reminded everyone, during these summer months and since school is out, to stay alert and drive safely.

2. TREASURER'S REPORT

Commissioner Herr reported that as of the end of April toll revenue was $621,000,000.00, which is 2% below projections and 6% 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 $97,600,000.00 year-to-date, which is 8% under budget.

After debt service, the total net revenue available for projects was $359,000,000.00.

3. EXECUTIVE DIRECTOR'S REPORT

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

In addition, Ms. Maikisch highlighted the following:

- Ms. Maikisch expressed appreciation to the technology and customer experience teams for their continued efforts to support customers who prefer cash or do not use traditional credit cards. She noted the recent launch of PayPal as a new digital payment option for E-PASS customers, allowing users to reload accounts with cash at major retailers such as Walmart, CVS, and 7-Eleven, an important step in the transition to a cashless tolling system.

- She also shared that all Florida tolling agencies will once again participate in the International Bridge, Tunnel and Turnpike (IBTTA) Association's annual Be Safe Together campaign, taking place June 23–27, to highlight roadway safety and the critical services provided by Road Ranger programs.

- Ms. Maikisch announced that CFX's bi-annual Industry Forum will be held on Thursday, July 17, 2025, at 9:00 a.m., in collaboration with the American Council of Engineering Companies of Florida (ACEC). The event will provide consultants and contractors with updates on upcoming project schedules and business opportunities with CFX, including information tailored for small businesses.

- Finally, she thanked Commissioner Parks for attending the recent visit to FDOT District 5's Regional Traffic Management Center, praising the RTMC team for their outstanding work and the value they bring to the region's safety.

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F. REGULAR AGENDA ITEMS

1. BUDGET - FY 2026 THROUGH FY 2030 FIVE-YEAR WORK PLAN / FY 2026 OPERATIONS, MAINTENANCE & ADMINISTRATIVE

Mr. Mike Carlisle, Director of Accounting and Finance presented in Ms. Lisa Lumbard's absence. Mr. Carlisle and Mr. Glenn Pressimone, Chief of Infrastructure, presented the final budget for approval.

Mr. Carlisle provided a summary of spending and projected revenues for FY 2026. He stated toll revenues are projected to be over $767 million next year. This factors in toll suspensions for hurricanes being incorporated into the forecast, the state toll relief program sunsetting at the end of March, and CFX fully re-implementing the CFX loyalty discount.

Mr. Pressimone detailed the FY 2026-2030 Work Plan including the major capital improvement projects, and stated that the wrong-way driver detection system is expected systemwide by early 2026.

Mr. Carlisle described the FY 2026 Operations, Maintenance and Administrative Budget to support delivery of the Work Plan including the revenues, debt service ratio, capital planning model results and the Golden Road Extension non-system project. The operations, maintenance, and administrative costs are set at $141.9 million, which is 3% less than last year, thanks in part to the move to all-electronic tolling. While some costs have risen due to inflation and new technology, overall expenses remain well within budget policy limits.

Mr. Carlisle stated that the Budget is fully fundable, with $2.7 billion in new debt to be issued over the next five years starting in FY 2026. Financial models are updated regularly when new assumptions are contemplated.

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

A motion was made by Mr. Pullum and seconded by Commissioner Parks for approval of Budget, Fiscal Years 2026-2030 Five-Year Work Plan and Fiscal Year 2026 Operations, Maintenance and Administrative. The motion carried unanimously with all eight (8) Board Members in attendance voting AYE by voice vote. Two (2) Board members, Mayor Demings and Mayor Dyer were not in attendance.

2. FLORIDA HIGHWAY PATROL DESK TROOPER PILOT PROGRAM

Mr. Bryan Homayouni, Director of ITS, highlighted CFX's long-standing partnership with the Florida Highway Patrol (FHP), dating back to a 2000 agreement that was amended in 2024 to provide 9 dedicated troopers and one Master Sergeant. He also noted FHP support through off duty services and past collaborations like the 2021 LiDAR Pilot Project.

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Lt. Colonel Mark Brown presented an update on the Desk Trooper Pilot Program, the first of its kind in the U.S., launched in partnership with CFX. The program remotely investigates minor, non-blocking crashes and has expanded from a few counties to eleven, including all CFX jurisdictions. Adjustments were made during the pilot to improve scheduling, dispatching, and response times. The program has received positive feedback, and FHP is pursuing legislative funding for FY 26/27. Future outreach and awareness campaigns are planned in coordination with CFX.

Board members asked questions, which were answered by Mr. Homayouni and Lt. Colonel Brown.

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

3. **SR 417 SANFORD AIRPORT CONNECTOR PROJECT DEVELOPMENT & ENVIRONMENT (PD&E) STUDY UPDATE**

Mr. Will Hawthorne, Director of Transportation Planning and Policy and Amanda Ashby with Ardurra Group, Inc. provided an update on the status of the SR 417 Sanford Airport Connector Project Development & Environment (PD&E) Study and shared some of the details that will be provided at the Public Hearing in July. Mr. Hawthorne detailed the project location, background on the project, corridor history and purpose and need. He also described the PD&E Study alternatives, year 2050 daily traffic in the area, alignment 2 refinement, proposed corridor typical section, proposed interchange at East Lake Mary Boulevard, agency & stakeholder inputs, preferred alternative 2a, preferred alternative evaluation matrix and next steps.

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

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

4. **PUBLIC ENGAGEMENT/OUTREACH UPDATE**

Ms. Racquel Asa, Senior Director of External Affairs, provided an overview of CFX's public engagement efforts, including guidelines, performance metrics, and enhanced outreach related to the Southport Connector and SR 417 Sanford Airport Connector PD&E studies.

The Board members commented and asked questions which were answered by Ms. Asa.

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

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G. BOARD MEMBER COMMENT

The following Board Members commented:

- Chairman Maier;
- Commissioners Parks;
- Commissioner Arrington; and
- Mr. Martinez.

H. ADJOURNMENT

Chairman Maier said that there is no meeting in July. The next board meeting is on August 14, 2025.

Chairman Maier adjourned the Board Meeting at approximately 10:20 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.

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D.

Consent Agenda

CONSENT AGENDA
August 14, 2025

CONSTRUCTION

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

Project 417-141	Hubbard Construction Company	($ 18,380.59)
Project 417-142	Prince Contracting, LLC	$ 448,917.59
Project 417-149	Sacyr Construccion SA, Inc.	$ 39,345.61
Project 417-150	Sacyr Construccion SA, Inc.	$ 24,165.64
Project 429-152	Prince Contracting, LLC	$ 553,175.51
Project 599-407	D3Energy, LLC	$ 31,841.29
Project 599-669	Chinchor Electric, Inc.	$ 6,049.93

2. Approval of Payment to Hubbard Construction Company for a Material Price Index Adjustment for SR 417 Widening from International Drive to John Young Parkway, Project No. 417-141 (Agreement Value: $25,743.15)

3. Approval of Payment to Prince Contracting, LLC for a Material Price Index Adjustment for SR 417 Widening from John Young Parkway to Landstar Boulevard, Project No. 417-142 (Agreement Value: $16,184.15)

4. Approval of Contract Award to Civil/Site Engineering, Inc. for Construction Engineering and Inspection Services (CEI) for SR 408/Tampa Avenue Interchange and SR 408 Eastbound Lane Addition OBT (SR 441) to I-4, Project Nos. 408-315 & 408-315A, Contract No. 002220 (Agreement Value: $15,790,000.00)

5. Approval of Contract Award to Advance Roofing, Inc. for Systemwide Plaza Building Repairs and Roof Replacements, Project No. 599-765, Contract No. 002221 (Agreement Value: $3,119,900.00)

6. Approval of Contract Award to Adaptive Consulting Engineers, LLC for Construction Engineering and Inspection Services (CEI) for CR 532 Widening from Lake Wilson Road to US 17/92, Project No. 538-235A, Contract No. 002224 (Agreement Value: $6,050,000.00)

7. Approval of Contract Award to Sema Construction, Inc. for Lake Needham Bridge Compaction Grouting, Project No. 516-237C, Contract No. 002243 (Agreement Value: $2,538,465.00)

8. Approval of Contract Award to S & D Industrial Painting, Inc. for SR 417 & SR 408 Concrete Coatings, Project No. 599-770, Contract No. 002245 (Agreement Value: $2,265,231.58)

ENGINEERING

9. Approval of Supplemental Agreement Nos. 6 & 7 with TLP Engineering Consultants, Inc. for Design Services for SR 408 Tampa Avenue Interchange, Project No. 408-315, Contract No. 001617 (Agreement Values: $152,237.91 and $1,101,082.05)

10. Approval of Supplemental Agreement Nos. 3 & 4 with Moffatt & Nichol, Inc. for Design Consultant Services for SR 408 Eastbound (EB) Lane Addition, OBT (US 441) to I-4, Project No. 408-315A, Contract No. 001905 (Agreement Values: $324,578.54 and $895,385.87)

EXECUTIVE

11. Approval of Resolution Adopting Article 1 ("Travel Policy") of Chapter 1 ("Administration") of the CFX Code

FINANCE

12. Approval of Piggyback Agreement with Nelson Mullins Riley & Scarborough LLP for Bond Counsel Legal Services, Contract No. SCON-10000294 (Agreement Value: $300,000.00)

13. Approval of Change Order to the Purchase Order to Workday, Inc. for Enterprise Resources Planning System Software, Project No. 599-563, Purchase Order No. 006186 (Agreement Value: $768,861.00)

INTERNAL AUDIT

14. Acceptance of Internal Audit Reports:
    a. Fiscal Year 2025 Right of Way Audit
    b. Fiscal Year 2025 Intelligent Transportation Systems (ITS) Security Review
    c. Fiscal Year 2026 Internal Audit Plan, Risk Assessment, and Internal Audit Department Charter

LEGAL

15. Approval of Landon, Moree & Associates, Inc. as a Subconsultant to Durrance & Associates, P.A. for Appraisal Services, Contract No. 002218

16. Approval of Supplemental Agreement No. 1 with Marchena and Graham, P.A., for Engagement for Legal Services, Contract No. 002237 (Agreement Value: $1,350,000.00)

17. Approval of Supplemental Agreement No. 1 with Roper, Townsend & Sutphen, P.A., for Engagement for Legal Services, Contract No. 002229 (Agreement Value: $1,350,000.00)

18. Approval of Resolution Declaring Property as Necessary for the Expressway System for Expressway System Project: SR 408 Widening Project, Segment 408-315, Parcels 31-205 and 31-705

19. Approval of Resolution Declaring Property as Necessary for the Expressway System for Expressway System Project: SR 534, Segment 534-244, Parcels 534-244,
534-267, 534-268, 534-269A-E, 534-271, 534-272, 534-273, 534-274, 534-770A-B, 534-776A-B, 534-866, 534-868, 534-870 and 534-877

20. Approval of Settlement Agreement between CFX and Robert Michael Cox and Adrienne Susanne Johnson in the matter of CFX v. W.T. Paul Liau Trustee, et al., Project: SR 538 Poinciana Parkway Extension, Segment 538-235, Parcel 53-211 A-C

21. Approval of Resolution of the Central Florida Expressway Authority Amending Article 1 ("Property Acquisition, Disposition and Permitting Policy") of Chapter 13 ("Real Property") of the CFX Code

MAINTENANCE

22. Approval of Cloverleaf Corporation as Subcontractor to Jorgensen Contract Services, LLC for Roadway and Bridge Maintenance Services for SR 408, SR 417 and SR 528, Contract No. 002062

23. Approval of 24 Landscaping LLC and New Mark Tree and Lawn Care Service, Inc. as Subcontractors to Arazoza Brothers Corporation for Landscape Maintenance Services for SR 408, SR 417, CFX's Headquarters and E-PASS Service Center, Contract No. 002089

24. Approval of New Mark Tree and Lawn Care Service, Inc. as Subcontractor to Arazoza Brothers Corporation for Landscape Maintenance Services for SR 429, SR 414, SR 451, SR 453 and SR 528, Contract No. 002118

25. Approval of Contract Award to Blurock, LLC for Pressure Washing Services – SR 429, SR 414, SR 451 and SR 453, Contract No. 002124 – SBE (Agreement Value: $325,000.00)

26. Approval of Contract Award to Stark Tech Services, LLC for CFX Headquarters Chiller Replacement, Project No. 408-440, Contract No. 002242 (Agreement Value: $3,020,000.00)

PROCUREMENT

27. Approval of Resolution Amending ("CFX") Article 1 ("Procurement Policy") and Article 2 ("Protest Resolution Policy") of Chapter 10 ("Procurement") of the CFX Code

RISK MANAGEMENT

28. Approval of Insurance Policy with Preferred Governmental Insurance Trust (PGIT) (Agreement Value: $315,000.00)

TECHNOLOGY/TOLL OPERATIONS

29. Approval of Cooperative Purchase Agreement with 4 Corner Resources, LLC for Information Technology Staff Augmentation Services, Contract No. SCON-10000290 (Agreement Value: $1,915,000.00)

30. Approval of Second Contract Renewal and Supplemental Agreement No. 2 with KPMG, Inc. for Information Technology Services Consultant, Contract No. 001798 (Agreement Values: $771,000.00 and $529,000.00)

31. Approval of Supplemental Agreement No. 1 with TransCore, LP Inc. for Product Purchase, Contract No. 001939 (Agreement Value: $3,000,000.00)

32. Approval of Purchase Order to Dasher Technologies, Inc. for Backup Systems Hardware, Project No. 599-570 (Agreement Value: $715,000.00)

TRAFFIC OPERATIONS

33. Approval of Contract Award to TransCore ITS, LLC for Systemwide Maintenance of Intelligent Transportation Systems (ITS) Infrastructure, Contract No. 002223 (Agreement Value: $14,896,875.00)

34. Approval of Moffatt & Nichol, Inc. as a Subconsultant to AECOM Technical Services, Inc. for General Systems Consultant Services, Contract No. 001215

The following items are for information only:

A. The following is a list of advertisement(s) from: June 8, 2025 to August 10, 2025
   1. 408-440: CFX Headquarters Chiller Replacement
   2. 516-237C: Lake Needham Bridge Compaction Grouting
   3. 599-571: Systemwide Miscellaneous Intelligent Transportation Systems Upgrade
   4. 599-770: SR 417 & SR 408 Concrete Coatings
   5. Insurance Broker Services
   6. Systemwide Coatings Consultant Services

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

B. The following is a list of anticipated advertisements (3-4 month look ahead)
   1. 408-315 / 408-315A: SR 408 Tampa Avenue Interchange & SR 408 Eastbound Lane Addition OBT (US 441) to I-4 – Construction
   2. 414-781: SR 414 Concrete Coatings - Construction
   3. 417-186: SR 417 Lee Vista Signal – Construction
   4. 429-183B: SR 429 Widening from Schofield Road to Tilden Road - Design
   5. 516-236: SR 516 US 27 to Cook Road – Construction
   6. 516-236: SR 516 US 27 to Cook Road – CEI Services
   7. 516-237: SR 516 Cook Road to Lake/Orange County Line – CEI Services
   8. 516-237: SR 516 Cook Road to Lake/Orange County Line – Construction
   9. 538-235A: CR 532 Widening Lake Wilson Road to US 17/92 – Construction
   10. 599-170E: Guardrail Protection - Construction
   11. 599-773: Systemwide Steel Bridge Coatings – Construction
   12. 599-774: Systemwide Butterfly Truss Coatings - Construction
   13. Pressure Washing of Bridges: SR 414, SR 429, SR 451 and SR 453

CONSENT AGENDA ITEM #1

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

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

DATE: July 30, 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 ($) August 2025	Total Amount ($) to Date*	Time Increase or Decrease
417-141	Hubbard Construction Company	SR 417 Widening from International Drive to John Young Parkway	$ 81,671,607.60	$ 5,267,817.82	$ (18,380.59)	$ 86,921,044.83	0
417-142	Prince Contracting, LLC	SR 417 Widening from John Young Parkway to Landstar Boulevard	$ 116,845,417.00	$ 4,139,269.95	$ 448,917.59	$ 121,433,604.54	0
417-149	Sacyr Construccion SA, Inc.	SR 417 Widening from Landstar Boulevard to Boggy Creek Road	$ 77,876,338.00	$ 2,947,070.23	$ 39,345.61	$ 80,862,753.84	0
417-150	Sacyr Construccion SA, Inc.	SR 417 Widening from Narcoossee Road to SR 528	$ 92,279,567.00	$ 2,247,799.16	$ 24,165.64	$ 94,551,531.80	0
429-152	Prince Contracting, LLC	SR 429 Widening from Florida's Turnpike to West Road	$ 177,987,429.00	$ 5,026,446.94	$ 553,175.51	$ 183,567,051.45	0
599-407	D3Energy, LLC	Design/Build Services for Three Mainline Photovoltaic Deployments	$ 2,470,230.00	$ 95,249.20	$ 31,841.29	$ 2,597,320.49	0
599-669	Chinchor Electric, Inc.	Systemwide AET Signing & Pavement Markings	$ 5,432,100.00	$ 78,451.73	$ 6,049.93	$ 5,516,601.66	0
				TOTAL	**$ 1,085,114.98**		

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

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

Project 417-141: SR 417 Widening from International Drive to John Young Parkway
Hubbard Construction Company
SA No.: 417-141-0825-12

Desilting of Existing Concrete Box Culvert

Provide compensation for necessary fixed costs required to desilt the existing concrete box culvert, which were not recoverable under the Contract pay item due to final measured quantity being significantly less than the Contract quantity for this item.

ADD THE FOLLOWING ITEM:		
Fixed Cost Desilting Concrete Box Culvert	$	69,844.17
DECREASE THE FOLLOWING ITEM:		
Desilting Concrete Box Culvert	$	(369,831.19)
SUBTOTAL THIS CHANGE:	$	(299,987.02)

Delete Anti-Theft Wire Devices

Due to product not being available from the manufacturer, contract special provision requirement to furnish and install "Copper Keeper" anti-theft wire devices at new electrical conduits is removed from the contract.

ADD THE FOLLOWING ITEM		
Delete Anti-Theft Wire Devices	$	(66,623.91)

Repair Asphalt Pavement from Vehicle Accident

Remove and replace damaged completed outside shoulder asphalt pavement and miscellanous asphalt at the guardrail as a result of third-party vehicle accident on southbound SR 417.

ADD THE FOLLOWING ITEM		
Repair Asphalt Pavement from Vehicle Accident	$	30,816.31

Remove and Replace Existing Sidewalk Hunter's Vista Blvd.

Remove and replace the existing concrete sidewalk along Hunters Vista Blvd. at Walls 2 and 4 due to utility relocations necessary to construct these walls.

ADD THE FOLLOWING ITEM		
Hunters Vista Blvd. Sidewalk	$	22,873.07

Coverplates Embedded Junction Boxes in Barrier Wall

Furnish and install coverplates at embedded junction boxes at the median barrier wall along SR 417.

ADD THE FOLLOWING ITEM		
Coverplates Embedded Junction Boxes	$	78,787.79

Slope Drains at Retaining Walls

Install 19 additional slope drains at the wall gutter drain outfalls along the face of retaining walls 1, 3, & 5 per detail provided by the Engineer of Record.

ADD THE FOLLOWING ITEM		
Slope Drains at Retaining Walls 1, 3, & 5	$	191,140.43

Pipe Repair and Additional Desilting Existing Storm Drainage

Perform pipe repair to existing reinforced concrete drainage pipe which is to remain within the project limits that was found to have pre-existing cracks and fractures. Remove pre-existing obstructions within drainage structures and pipe and perform additional desilting to restore drainage functionality along the SR 417 northbound and southbound ramps at International Dr.

ADD THE FOLLOWING ITEM

Repairs & Additional Desilting Existing Storm Drainage	$	170,450.46

Additional Fiber Optic Manhole

Install additional fiber optic manhole over the existing fiber ductbank to add a new fiber splice point along the northbound SR 417 on-ramp from International Dr. Perform necessary clearing, grading and sodding in affected area.

ADD THE FOLLOWING ITEM

Additional Fiber Optic Manhole	$	36,691.98

Adjustments to Final Quantities for Completed Contract Items

Adjust quantities for completed pay items in the Contract to reflect actual field measured and authorized quantities installed.

INCREASE THE FOLLOWING ITEMS:

Portable Changeable Message Sign, Temporary	$	1,269.84
Superpave Asphaltic Conc, Traffic C	$	126,612.47
Superpave Asphaltic Conc, Traffic D, PG 76-22	$	92,678.39
Asphalt Concrete Friction Course, Inc Bit, FC-5, PG 76-22	$	6,606.36
Asphalt Concrete Friction Course, Traffic C, FC-12.5, PG 76-22	$	13,967.25
Miscellaneous Asphalt Pavement	$	47,062.62
Concrete Class II, Approach Slabs	$	5,789.97
Cleaning & Coating Concrete Surface, Class 5	$	6,563.32
Reinforcing Steel (Approach Slab)	$	832.14
Video Of Existing Drainage Systems	$	35,136.48
Desilting Pipe, 25”-36”	$	7,768.30
Desilting Pipe, 37”-48”	$	12,458.49
Shoulder Gutter, Concrete	$	59,340.00
Median Concrete Barrier, Tall Grade-Separated	$	9,157.83
Median Concrete Barrier, Variable Section For Width For Sign Or Pier Shielding	$	40,196.00
Concrete Ditch Pavt, 4” Reinforced	$	1,475.76
Bedding Stone	$	7,590.80
Guardrail-Roadway, General TL-3	$	399.10
Guardrail End Treatment-Trailing Anchorage, TL-3	$	10,500.00
Crash Cushion, TL-3, Narrow	$	21,475.00
Conduit, Furnish & Install, Open Trench	$	41,992.47
Conduit, Furnish & Install, Directional Bore	$	16,333.17
Conduit, F&I, Embedded Concrete Barriers & Traffic Railings	$	31,109.41
Fiber Optic Connection, Install, Splice	$	489.00
Fiber Optic Connection Hardware, F&I, Splice Tray	$	1,455.50
Fiber Optic Connection Hardware, F&I, Preterminated Connector Assembly	$	12,225.00
Fiber Optic Connection Hardware, F&I, Connector Panel	$	110.61
Fiber Optic Cable (12SM Fiber) (F&I)	$	7,288.50
Fiber Optic Cable (72SM Fiber) (F&I)	$	3,387.93
Fiber Optic Cable (Remove)	$	110.78
Fiber Optic Cable (24MM Fiber) (F&I)	$	2,798.16
Fiber Optic Splice Enclosure (72 Splice) (F&I)	$	3,844.00
Fiber Optic Fusion Splice	$	11,726.00
Pull Box (F&I)	$	901.00
Pull & Splice Box, F&I, 13” X 24” Cover Size	$	27,916.00
Junction Box, Furnish & Install, Mounted	$	17,168.00
FO Conduit, 3-1" HDPE SDR 11 (Trench Or Plow) (F&I)	$	2,202.48

FO Conduit, 9-1" HDPE SDR 11 (Trench Or Plow) (F&I)	$	797.50
FO Conduit, 1-2" HDPE SDR 11 (Trench Or Plow) (F&I)	$	8,505.80
FO Conduit, 2-2" HDPE SDR 11 (Trench Or Plow) (F&I)	$	4,047.72
FO Conduit, 2-2" HDPE SDR 11 (Directional Bore) (F&I)	$	7,180.74
FO Conduit, 3-2" HDPE SDR 11 (Trench Or Plow) (F&I)	$	1,207.56
FO Conduit, 4-2" HDPE SDR 11 (Trench Or Plow) (F&I)	$	1,030.25
Conduit (Underground) (2-2" SCH 40 PVC) (90 Degree Sweep, Trench) (F&I)	$	259.35
Conduit (Aboveground) (1" RGS) (F&I)	$	155.20
Conduit (Aboveground) (2-2" RGS) (F&I)	$	1,226.75
Conduit (Aboveground) (2-4" PVC) (90 Degree Sweep, Trench) (F&I)	$	113.55
Conduit (Aboveground) (2-4" RGS) (F&I)	$	1,374.00
Tubular Route Marker (Fiber)	$	2,293.30
Tubular Route Marker (Power)	$	241.38
Electrical Power Service Assembly (Underground) (F&I)	$	5,416.00
Electrical Service Wire, Furnish & Install	$	3,853.92
Electrical Service Disconnect (Remove)	$	439.00
Electrical Conductors (Insulated) (No.1) (F&I)	$	3,992.28
Electrical Conductors (Insulated) (No.2) (F&I)	$	6,808.92
Electrical Conductors (Insulated) (No.3) (F&I)	$	200.97
Electrical Conductors (Insulated) (No.6) (F&I)	$	2,262.00
Electrical Conductors (Remove)	$	766.29
Prestressed Concrete Pole, F&I, Type P-Ii Service Pole	$	14,672.00
PTSU Nema 3R Enclosure (Pole Mounted) (F&I)	$	2,009.00
Fiber Optic Patch Panel, 12 Port (F&I)	$	3,322.00
Fiber Optic Patch Panel, 24 Port (Multimode) (F&I)	$	9,345.00
Cut-To-Length Fiber Optic Jumper (Multimode) (F&I)	$	2,915.00
Single Post Sign, F&I GM, Up To 12 SF	$	2,088.00
Overhead Static Sign Structure, Remove Span	$	20,904.00
3M Linear Delineator System, Series 340	$	2,430.00
Retro-Reflective Pavement Markers	$	182.70
Thermoplastic, Standard, White, Solid, 8" For Interchange And Urban Island	$	827.59
Thermoplastic, Standard, White, Solid, 12" For Crosswalk And Roundabout	$	550.00
Thermoplastic, Standard, White, Solid, 18" For Diagonals And Chevrons	$	540.00
Thermoplastic, Standard, White, Solid, 24" For Stop Line And Crosswalk	$	114.00
Thermoplastic, Preformed, White, Solid, 24" For Crosswalk	$	96.00
Thermoplastic, Preformed, White Message	$	175.00
Thermoplastic, Preformed, White, Arrows	$	150.00
Thermoplastic, Standard-Open Graded Asphalt Surfaces White, Solid, 6"	$	1,478.75
Thermoplastic, Standard-Open Graded Asphalt Surfaces, Yellow, Solid, 6"	$	60.11
Pavement Marking - Preformed Tape, White, Solid, 12"	$	3,682.16
Pavement Marking - Preformed Tape, White, Skip, 12" (3'-12')	$	3,244.41
Lighting Conductors, F&I, Insulated, No. 8 - 6	$	2,478.24
Lighting Conductors, F&I, Insulated, No 4 To No 2	$	37,209.40
Remote Led Driver Cabinet, Furnish & Install, Medium	$	7,317.04
	$	855,901.01

DECREASE THE FOLLOWING ITEMS:

Superpave Asphaltic Conc, Traffic D	$	(229,627.16)
Inlets, Gutter, Type S, Modify	$	(3,831.66)
Desilting Pipe, 0”-24”	$	(35,944.92)
Desilting Pipe, 49”-60”	$	(4,411.16)
Pipe Culvert, Optional Matl, Round 36” S/CD	$	(21,619.80)
Median Concrete Barrier, Short-Grade Separated	$	(16,774.00)
Riprap, Rubble, F&I, Ditch Lining	$	(11,476.31)
Crash Cushion, TL-3, Wide	$	(26,730.00)
Rumble Strips, Ground-In, 16” Min. Width	$	(574.58)

Training For Fiber Optic Network	$	(8,732.00)
Conduit, Furnish & Install, Above Ground	$	(6,525.23)
Fiber Optic Cable Inventory	$	(1,752.00)
Fiber Optic Splce Housing Inventory	$	(2,044.00)
Multi-Conductor Communication Cable (F&I)	$	(3,465.79)
Existing Fiber Optic Splice Enclosure Re-Entry	$	(2,475.00)
Large Fiber Optic Pull Box, 36" Dia, (F&I)	$	(3,916.00)
Pull Box (Remove-All Types)	$	(358.00)
Junction Box, F&I, Embedded	$	(92,950.00)
FO Conduit, 2-1" HDPE SDR 11 (Directional Bore) (F&I)	$	(1,471.46)
FO Conduit, 4-1" HDPE SDR 11 (Trench Or Plow) (F&I)	$	(814.20)
FO Conduit, 5-2" HDPE SDR 11 (Trench Or Plow) (F&I)	$	(1,549.47)
Conduit (Underground) (1" SCH 40 PVC) (90 Degree Sweep, Trench) (F&I)	$	(122.55)
Conduit (Underground) (2" SCH 40 PVC) (90 Degree Sweep, Trench) (F&I)	$	(567.44)
Conduit (Underground) (3-2" SCH 40 PVC) (90 Degree Sweep, Trench) (F&I)	$	(149.00)
Conduit, 2-1" Pvc Split Duct & 6-1" HDPE (Trench Or Plow) (Repair 1' - 10' Section)	$	(207.83)
Conduit, 2-1" Pvc Split Duct & 6-1" HDPE (Trench Or Plow) (Repair 11' - 20' Section)	$	(682.87)
FO Conduit, 4" HDPE SDR 11 Outer Duct W/3-1" HDPE SDR 11 (Directional Bore) (F&I)	$	(2,044.59)
FO Conduit, 6" BSP SCH 40 Outer Duct W/9-1" SDR 11 (Trench Or Plow) (F&I)	$	(5,500.34)
Electrical Power Service Assembly (Overhead) (F&I)	$	(5,669.00)
Electrical Service Disconnect (Pole) (F&I)	$	(1,760.00)
Electrical Power Transformer (Remove)	$	(473.00)
Prestressed Concrete Pole, F&I, Type P-II Pedestal	$	(7,475.80)
Fiber Optic Patch Panel, 24 Port (Multimode) (Wallmount) (F&I)	$	(6,230.00)
Single Post Sign, F&I GM, 12-20 SF	$	(3,324.00)
Single Post Sign, F&I GM, 21-30 SF	$	(4,168.00)
Single Post Sign, F&I Barr MT, Up To 12 SF	$	(1,219.00)
Single Post Sign, Remove	$	(324.00)
Multi-Post Sign, F&I GM, 101-200 SF	$	(30,942.00)
Sign Panel, F&I OM, 12-20 SF	$	(3,404.00)
Sign Panel, F&I OM, 101-200 SF With Lighting	$	(9,346.00)
Sign Panel, F&I OM, 201-300 SF With Lighting	$	(14,986.00)
Overhead Static Sign Structure, F&I, Span, 101-150 FT	$	(211,197.00)
Delineator, Flexible Tubular	$	(520.00)
Thermoplastic, Standard, Yellow, Solid, 18" For Diagonal Or Chevron	$	(232.50)
Pavement Marking - Preformed Tape, White, Solid, 8"	$	(4,276.99)
Pavement Marking - Preformed Tape, White, Solid, 18"	$	(1,302.60)
Pavement Marking - Preformed Tape, Yellow, Solid, 6"	$	(7,360.42)
Pavement Marking - Preformed Tape, White/Black Contrast, Solid, 9"	$	(25,089.75)
Pavement Marking - Preformed Tape, White/Black Contrast, Skip, 9" (10-30')	$	(6,605.61)
Lighting Conductors, F&I, Insulated, No 1 To No 0	$	(43,637.12)
Light Pole Complete, Remove Pole And Foundation	$	(13,452.00)
Luminaire, (Retrofits Or Installations Without Arm Or Pole), Remove	$	(2,083.20)
Remote LED Driver Cabinet, Furnish & Install, Small	$	(7,139.28)
Full Color Dynamic Message Sign (LED) (2 Line) (Front Access) (Relocate)	$	(14,769.00)
Work Order Allowance	$	(109,434.50)
Lane Control Sign Mounting Plates At Overhead Trusses	$	(15,692.58)
	$	(1,038,430.71)
SUBTOTAL THIS CHANGE:	$	(182,529.70)
TOTAL AMOUNT FOR PROJECT 417-141	**$**	**(18,380.59)**

Project 417-142: SR 417 Widening from John Young Parkway to Landstar Boulevard
Prince Contracting, LLC
SA 417142-0825-14

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:		
Asph Conc FC, Inc Bit, FC-5, PG76-22	$	240,317.59
Dynamic Message Sign System (PTSU Incident Management)(3 Line)(F&I)	$	176,700.00
Allowance for Disputes Review Board	$	31,900.00
SUBTOTAL THIS CHANGE:	$	448,917.59
TOTAL AMOUNT FOR PROJECT 417-142	**$**	**448,917.59**

Project 417-149: SR 417 Widening from Landstar Blvd. to Boggy Creek Rd.
Sacyr Construccion SA, Inc.
SA 417-149-0825-15

Final Quantities for Completed Contract 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 SP Traffic Level C	$	29,727.00
Superpave SP Traffic Level D	$	435,224.70
Superpave SP Traffic Level C (PG 76-22)	$	13,780.00
Superpave SP Traffic Level D (PG 76-22)	$	256,449.70
Asph Conc FC, Inc Bit, FC-5, PG76-22	$	70,141.40
Asph Conc FC, Inc Bit, FC-12.5, PG76-22	$	16,029.00
Miscellaneous Asphalt Pavt	$	2,500.00
Video of Exist Drainage Storm Drain Pipes	$	10,741.50
Desilt Pipe 0 to 24"	$	21,780.00
Pipe Culvert, Opt Mat, Round, 18" SD	$	390.00
Pipe Filling and Plugging - Place Out of Service	$	1,500.00
Shoulder Gutter - Conc.	$	26,280.00
Trailing Transition Connection to Rigid Barrier F&I, TL-3	$	1,740.00
Trailing Transition Connection to Exist Bridge F&I, TL-3	$	5,240.00
Guardrail Removal	$	5,754.00
Guardrail End Treatment - Trailing Anchorage	$	2,820.00
Fencing, Type B, 5.1-6.0', Standard	$	10,650.00
Fence Gate, Type B, Double, 18.1-20.0' Opening	$	7,500.00
Performance Turf, Sod	$	227,412.00
Single Post Sign, F&I GM, <12 SF	$	700.00
Internally Illuminated Sign, F&I, Overhead Mount, 12-18 SF	$	6,400.00
Thermoplastic, Preform, White, Message	$	320.21
Conduit, F&I, Dir Bore	$	1,026.00
Conduit, F&I, Abovegrd	$	940.00
Conduit, F&I, Embedded Conc. Barriers and Traffic Railings	$	30,574.50
Fiber Optic Cable Inventory	$	300.00
Fiber Optic Splice Housing Inventory	$	300.00
Multi-Conductor Communication Cable (F&I)	$	391.50
Fiber Optic Cable (12SM Fiber) (F&I)	$	2,508.00
Fiber Optic Cable (72SM Fiber) F&I)	$	34,223.80
Fiber Optic Cable (24MM Fiber) (F&I)	$	970.00
Fiber Optic Splice Enclosure (72 Splice) (F&I)	$	920.00
Pull Box (F&I)	$	2,550.00
Large Fiber Optic Pull Box, 36" DIA, F&I	$	6,000.00
Pull Box (Remove-All Types)	$	1,200.00
Pull & Splice Box, F&I, 13" X 24" Cover Size	$	1,830.00
Concrete Manhole 4 X 6.5 X 6.5 (Doghouse) (F&I)	$	10,075.00
FO Conduit, 2-1" HDPE SDR 11 (Trench or Plow) (F&I)	$	60.00
FO Conduit, 3-1" HDPE SDR 11 (Trench or Plow) (F&I)	$	1,430.00
FO Conduit, 4-1" HDPE SDR 11 (Trench or Plow) (F&I)	$	930.00
FO Conduit, 9-1" HDPE SDR 11 (Trench or Plow) (F&I)	$	2,940.00
FO Conduit, 2-2" HDPE SDR 11 (Trench or Plow) (F&I)	$	3,817.00
FO Conduit, 2-2" HDPE SDR 11 (Directional Bore) (F&I)	$	7,794.00
FO Conduit, 3-2" HDPE SDR 11 (Trench or Plow) (F&I)	$	276.00
FO Conduit, 3-2" HDPE SDR 11 (Directional Bore) (F&I)	$	1,220.00
FO Conduit, 4-2" HDPE SDR 11 (Trench or Plow) (F&I)	$	338.00
FO Conduit, 5-2" HDPE SDR 11 (Trench or Plow) (F&I)	$	210.00
FO Conduit, 5-2" HDPE SDR 11 (Directional Bore) (F&I)	$	520.00
Conduit (Underground) (1" SCH 40 PVC) (90 Degree Sweep, Trench) (F&I)	$	80.00
Conduit (Underground) (2" SCH 40 PVC) (90 Degree Sweep, Trench) (F&I)	$	700.00

Conduit (Underground) (2-2" SCH 40 PVC) (90 Degree Sweep, Trench) (F&I)	$	680.00
Conduit (Underground) (3-2" SCH 40 PVC) (90 Degree Sweep, Trench) (F&I)	$	400.00
Conduit (Aboveground) (2" RGS) (F&I)	$	7,812.00
Conduit, 2-1" PVC Split Duct & 6-1" HDPE (Trench or Plow) (Repair 1' - 10' Section)	$	17,790.00
Conduit (Aboveground) (2-4" RGS) (F&I)	$	1,100.00
FO Conduit, 4" HDPE SDR 11 Outer Duct W/3-1" HDPE SDR 11 (Directional Bore) (F&I)	$	540.00
FO Conduit, 4" HDPE SDR 11 Outer Duct W/4-1" HDPE SDR 11 (Directional Bore) (F&I)	$	2,430.00
Electrical Conductors (Insulated) (NO.1) (F&I)	$	2,988.00
Electrical Conductors (Insulated) (NO.2) (F&I)	$	6,848.25
Electrical Conductors (Insulated) (NO.4) (F&I)	$	904.00
Electrical Conductors (Insulated) (NO.6) (F&I)	$	3,355.50
Electrical Conductors (Insulated) (NO.1/0) (F&I)	$	660.00
Electrical Conductors (Remove)	$	17.60
Pedestrian Signal, F&I LED Countdown, 1 Way	$	1,100.00
Lighting Conductors, F&I, Insulated, NO. 10 or <	$	216.00
Lighting Conductors, F&I, Insulated, NO. 8 - 6	$	1,003.20
Light Pole Complete, Remove Pole and Foundation	$	535.00
Luminaire, F&I - Replace Existing Luminaire on Existing Pole/Arm, Roadway, Cobra Head	$	1,410.00
Remote PWR Manager/Environmental Sensor (Remote) (F&I)	$	750.00
Lighting Conductors, F&I, Insulated, NO 4 to NO 2	$	23,575.50
Conduit, F&I, Bridge Mount	$	800.00
Remote LED Driver Cabinet, Furnish and Install, Small	$	6,900.00
Fiber Optic Cable Remove	$	1,902.50
Uninterruptible Power Supply (2000 W)(5 Yr Est Warranty)	$	7,200.00
Allowance for Disputes Review Board	$	28,000.00
	$	1,386,120.86
DECREASE THE FOLLOWING ITEMS:		
MOT for Emergency Base Repair (Contingency)	$	(45,000.00)
Portable Changeable Message Sign, Temp (Contingency)	$	(650.00)
CEI Field Office	$	(350,000.00)
Excavation Regular	$	(50,232.00)
12" Type B Stabilization	$	(31,115.00)
Opt Base Group 9	$	(4,752.00)
Roadway Repair, Emergency Base Repair Contingency	$	(100,000.00)
Inlets, DT Bot, Type E, Modify	$	(8,500.00)
Mitered End Section, Opt Other, 18" SD	$	(1,300.00)
Mitered End Section, Opt Other, 18" SD	$	(2,600.00)
Pipe Liner, Cured In Place, 0-24"	$	(21,720.00)
Trench Drain, Special	$	(45,120.00)
Conc. Curb, Type D	$	(280.00)
Conc. Ditch Pavt, NR, 4"	$	(57,840.00)
Conc. Ditch Pavt, 4", Reinforced	$	(1,900.00)
Approach Transition Connection to Rigid Barrier F&I, TL-3	$	(2,330.00)
Guardrail End Treatment - Parallel Approach Terminal	$	(4,700.00)
Single Post Sign, F&I GM, 12-20 SF	$	(4,740.00)
Single Post Sign, F&I GM, 21-30 SF	$	(5,000.00)
Single Post (Flip-Up) Sign, F&I GM, 21-30 SF	$	(2,295.00)
Single Post Sign, F&I Barr Mt Index 11871/700-013 Up to 12 SF	$	(2,800.00)
Single Post Sign, F&I Barr Mt Index 11871/700-013, 12-20 SF	$	(1,650.00)
Single Post Sign, F&I Barr Mt Index 11871/700-013, 21-30 SF Sheeting for Back to Back Signs	$	(2,000.00)
Single Post Sign, Remove	$	(160.00)
Sign Panel, F&I OM, 12-20 SF	$	(6,600.00)
Sign Panel, F&I Overhead Mount, 101-200 SF with Lighting	$	(90,000.00)
Sign Panel, Remove, 21-30 SF	$	(230.00)
Sign Panel, Remove, 101-200 SF with Lighting	$	(11,250.00)
Sign Panel, Remove Panel, 201-300 SF with Lighting	$	(1,470.00)
Overhead Static Sign Struct, Remove Cantilever	$	(4,880.00)
Retro-Reflective Pavt Marker	$	(1,176.00)
Pavt Mark - Preform Tape, White, Solid, 8"	$	(10,265.91)

Pavt Mark - Preform Tape, White, Solid, 12"	$	(6,690.16)
Pavt Mark - Preform Tape, White, Solid, 18"	$	(2,103.80)
Pavt Mark - Preform Tape, White, Skip, 12" (3'-12')	$	(1,599.36)
Pavt Mark - Preform Tape, Yellow, Solid, 6"	$	(2,849.79)
Pavt Mark - Preform Tape, W/B Contrast, Solid, 9"	$	(26,306.40)
Pavt Mark - Preform Tape, W/B Contrast, Skip, 9" (10-30')	$	(6,130.40)
Inspector Training for Traffic Monitoring Station	$	(8,550.00)
Inspector Training for Traffic Data Collection Sensors	$	(15,100.00)
Inspector Training for CCTV System and Camera Lowering Device	$	(10,700.00)
Inspector Training for Fiber Optic Network	$	(8,900.00)
Inspector Training for Locate System and Equipment	$	(9,400.00)
Fiber Optic Cable (24SM Fiber) (F&I)	$	(25.00)
Existing Fiber Optic Enclosure Re-Entry	$	(500.00)
FO Conduit, 1-2" HDPE SDR 11 (Trench or Plow) (F&I)	$	(2,448.00)
Conduit (Aboveground) (1" RGS) (F&I)	$	(1,350.00)
Conduit (Aboveground) (3-2" RGS) (F&I)	$	(770.00)
Conduit, 2-1" PVC Split Duct & 6-1" HDPE (Trench or Plow) (Repair 11' - 20' Section)	$	(750.00)
Conduit (Underground) (2-4" PVC) (90 Degree Sweep, Trench) (F&I)	$	(220.00)
6” Split Black Steel Pipe	$	(43,648.00)
FO Conduit, 6" BSP SCH 80 Outer Duct W/3-1" SDR 11 (Trench or Plow) (F&I)	$	(1,275.00)
ITS Nema 3R Intermediate/Remote Cabinet (Pole Mounted) (F&I)	$	(3,015.00)
Prestressed Concrete Pole, F&I, Type P-II Service Pole	$	(1,300.00)
Guardrail – Rdwy, General TL-3	$	(910.35)
Prestressed Concrete Pole, F&I, Type P-11 Pedestal	$	(1,300.00)
Fiber Optic Fusion Splice	$	(945.00)
Electrical Power Service, F&I, Underground, Meter Purchased By Contractor	$	(7,500.00)
Junction Box, F & I, Embedded	$	(1,380.00)
Work Order Allowance	$	(359,595.79)
	$	(1,397,817.96)

SUBTOTAL THIS CHANGE:	$	(11,697.10)

Modify Lane Control System Sign Mounting

Compensate the Contractor to add 51 mounting plates to correct vertical hanger conflicts with gusset plates on overhead sign trusses and back plates to two signs

ADD THE FOLLOWING ITEM:		
Modify Lane Control System Sign Mounting	$	54,480.31

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 - June 2025. During this period of time $3,789,878.47 of construction was performed/produced.

ADD THE FOLLOWING ITEM:		
Fuel Price Index Adjustments: November 2024 to June 2025	$	721.58

Bituminous Adjustments

The Contract contains provisions for bituminous price index adjustments. Adjustments were made only if the current month bituminous price is greater or less than 5% of the bid/base bituminous price. In accordance with the Contract specifications, the Engineer has calculated this adjustment for the project for the period of November 2024 - June 2025.

ADD THE FOLLOWING ITEM:		
Bituminous Price Index Adjustments: November 2024 to June 2025	$	(4,159.18)

TOTAL AMOUNT FOR PROJECT 417-149	**$**	**39,345.61**

Project 417-150: SR 417 Widening from Narcoossee Rd to SR 528
Sacyr Construccion SA, Inc.
SA 417-150-0825-08

Final Quantity Adjustments

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

INCREASE THE FOLLOWING ITEMS:		
Type B Stabilization	$	2,088.00
Base Group 4 (Limerock 6")	$	3,374.00
Base Group 10 (Limerock 11")	$	3,427.00
Milling Existing Asphalt Pavement 1 1/2" Depth	$	7,108.00
Milling Existing Asphalt Pavement 2 1/4" Avg Depth	$	2,010.00
Ground-In Rumble Strips, (16")	$	1,390.80
Electrical Conductors (Furnish and Install) (Insulated) (No. 1/0)	$	619.92
Electrical Conductors (Furnish and Install) (Insulated) (No. 3/0)	$	3,150.84
ITS Device Cabinet (Base Mounted) (Heat Shield) (332D) (F&I)	$	13,075.00
Pavement Marking - Preformed Tape, Yellow, Solid, 6"	$	496.59
Pavement Marking - Preformed Tape, Contrast, Solid, 9"	$	876.75
Pavement Marking - Preformed Tape, Contrast, 10-30 Skip, 9"	$	644.93
	$	38,261.83
DECREASE THE FOLLOWING ITEMS:		
Guardrail Trans. Connection To Rigid Barrier, Exist. Bridge, Approach TL-3 (F&I)	$	(17,500.00)
Crash Cushion, TL-3, Narrow	$	(22,500.00)
	$	(40,000.00)
SUBTOTAL THIS CHANGE:	$	(1,738.17)

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 2023 to April 2025. During this period, $20,058,663.12 amount of construction was performed/produced.

ADD THE FOLLOWING ITEM:		
Fuel Price Index Adjustments: May 2023 to April 2025	$	285.16

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 May 2023 to April 2025.

ADD THE FOLLOWING ITEM:		
Bituminous Price Index Adjustments: May 2023 to April 2025	$	2,102.88

Maintenance of Traffic Devices for Hurricanes

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

INCREASE THE FOLLOWING ITEM:		
Maintenance of Traffic Devices for Hurricanes	$	23,515.77

TOTAL AMOUNT FOR PROJECT 417-150	**$**	**24,165.64**

Project 429-152: SR 429 Widening from Florida's Turnpike to West Road
Prince Contracting, LLC
SA 429-152-0825-12

Drainage Improvement at Pond B-5

Furnish and install 18" pipe connecting ditch drain at the Northbound SR 429 outside shoulder gutter and Pond B-5 End wall, regrade slopes from NB SR 429 roadway and maintenance berm access, and sod the area at Pond B-5 to prevent surface water runoff erosion.

INCREASE THE FOLLOWING ITEM:		
Drainage Improvement at Pond B-5	$	99,800.00

Ditch Pavement at Ramp F Turnpike

Install ditch pavement concrete on the slope and concrete curb behind guardrail at Ramp F to prevent erosion.

INCREASE THE FOLLOWING ITEM:		
Ditch Pavement at Ramp F Turnpike	$	22,462.32

Additional Rebar for 8 Foot Noise Wall

Furnish and install additional rebar to correct the rebar quantity for the footer and wall sections of 8 foot noise walls due to a revision to the Standard Plans.

INCREASE THE FOLLOWING ITEM:		
Additional Rebar for 8 Foot Noise Wall	$	90,006.52

False Walls at Pedestrian Path

Construct walls at SR 429 over the pedestrian path to remain consistent with CFX aesthetics.

ADD THE FOLLOWING ITEM:		
False Walls at Pedestrian Path	$	34,837.85

Pavement Marking to Open Ramp L

Furnish and install pavement markings to open Ramp L and advance the fourth travel lane from Florida Central Railroad to Story Road.

ADD THE FOLLOWING ITEM:		
Pavement Marking to Open Ramp L	$	19,098.21

Existing Fiber Conduit Repair

Repair existing fiber conduits on NB SR 429 that were found damaged during proofing process from SR 50 to Story Road and West Road overpass.

ADD THE FOLLOWING ITEM:		
Existing Fiber Conduit Repair	$	25,200.00
INCREASE THE FOLLOWING ITEMS:		
2-1" PVC Split Duct & 6-1" HDPE, Trench Or Plow, Repair 1'-10' Section	$	16,800.00
2-1" PVC Split Duct & 6-1" HDPE, Trench Or Plow, Repair 11'-20' Section	$	16,500.00
	$	33,300.00
SUBTOTAL THIS CHANGE:	$	58,500.00

Grading at Fullers Cross Road

Remove existing material, grade, and place miscellaneous asphalt in the area underneath the SB SR 429 over Fullers Cross Road bridge to coordinate with drainage improvements by Orange County School Board project development.

ADD THE FOLLOWING ITEM:		
Grading at Fullers Cross Road	$	19,963.88
INCREASE THE FOLLOWING ITEMS:		
Miscellaneous Asphalt Pavement	$	23,129.81
Performance Turf	$	3,266.67
	$	26,396.48
SUBTOTAL THIS CHANGE:	$	46,360.36

Install 9 - 1" Fiber Conduits

Furnish and install nine (9) 1" conduits at Ramp E, Ramp M, and from Ramp L to Ramp M due to existing conduit found blocked and failing.

INCREASE THE FOLLOWING ITEMS:		
FO Conduit, 9-1" HDPE SDR 11, Trench Or Plow, F&I	$	27,047.00
FO Conduit, 9-1" HDPE SDR 11, Directional Bore, F&I	$	79,712.10
FO Conduit, 6" HDPE SDR-11 Outer Duct W/9-1" HDPE SDR 11, Directional Bore, F&I	$	75,189.00
SUBTOTAL THIS CHANGE:	$	181,948.10

TOTAL AMOUNT FOR PROJECT 429-152	**$**	**553,013.36**

Project 599-407: Design/Build Services for Three Mainline Photovoltaic Deployment
D3Energy, LLC
SA 599-407-0625-02

Electrical Tap Box at Pine Hills
A tap box was installed to expand the capacity of the existing transformer to meet the electrical requirements for the project.

ADD THE FOLLOWING ITEM:		
Electrical Tap Box at Pine Hills	$	31,841.29
TOTAL AMOUNT FOR PROJECT 599-407	**$**	**31,841.29**

Project 599-669: Systemwide AET Signing & Pavement Markings
Chinchor Electric, Inc.
SA 599-669-0825-02

Plan Revision 03 - Hospital Signage
Plan Revision 03 added (6) Hospital Signs.

ADD THE FOLLOWING ITEM:		
Sign Panel, Furnish & Install, Overhead Mount, Up to 12 SF	$	6,049.93
TOTAL AMOUNT FOR PROJECT 599-669	**$**	**6,049.93**

CONSENT AGENDA ITEM
#2

MEMORANDUM

TO: CFX Board Members

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

DATE: July 30, 2025

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

Board approval is requested to issue payment to Hubbard Construction Company in the amount of $25,743.15 for a material price index adjustment for the SR 417 Widening from International Drive to John Young Parkway project.

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

The following item has been adjusted: Copper.

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

CONSENT AGENDA ITEM #3

MEMORANDUM

TO: CFX Board Members

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

DATE: July 30, 2025

SUBJECT: Approval of Payment to Prince Contracting, LLC for a Material Price Index Adjustment 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 $16,184.15 for a material price index adjustment for the SR 417 Widening from from John Young Parkway to Landstar Boulevard project.

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

The following item has been adjusted: Steel Rebar/Prestressing Strand.

Reviewed By: _____

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June 22, 2022

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

TO: **DISTRICT CONSTRUCTION ENGINEERS**

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

DocuSigned by: Tim Lattner C7704ED8972C440...

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

SUBJECT: REBAR AND PRESTRESSING STRAND MATERIAL PRICE INDICES

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

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

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

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

TL/aa

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAULT, P.E.
SECRETARY

March 17, 2022

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

TO: DISTRICT CONSTRUCTION ENGINEERS

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

DocuSigned by:
Dan Hurtado
C42B6FE133D643A...

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

SUBJECT: REBAR AND PRESTRESSING STRAND MATERIAL PRICE INDICES

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

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

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

The following conditions apply:

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

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

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

- Material Price Adjustment Steel – MPAS

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

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

DH/aa

CONSENT AGENDA ITEM
#4

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*
Director of Procurement

DATE: July 20, 2025

SUBJECT: Approval of Contract Award to Civil/Site Engineering, Inc. for Construction Engineering and Inspection Services (CEI) for SR 408/Tampa Avenue Interchange and SR 408 EB Lane Addition OBT (SR 441) to I-4
Project Nos. 408-315 & 408-315A, Contract No. 002220

A request for Letters of Interest for the above referenced project was advertised on March 23, 2025. Two (2) responses were received by the April 8, 2025 deadline. Those firms were Civil/Site Engineering, Inc. and TranSystems Corporation d/b/a TranSystems Corporation Consultants Systems. The Procurement Director met with the Construction 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.

The Evaluation Committee reviewed the Letters of Interest and shortlisted all the firms.

The Technical Committee, after reviewing the technical proposals, heard presentations and prepared its final ranking on May 14, 2025. The result is shown below:

Ranking	Firm
1	Civil/Site Engineering, Inc.
2	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 CEI services.

Board award of the contract to Civil/Site Engineering, Inc. in the amount of $15,790,000.00 for five years is requested.

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

Reviewed by: _____ _____

Jack Burch, PE
Director of Construction

Glenn Pressimone, PE
Chief of Infrastructure

Aneth Williams

From: Aneth Williams
Sent: Monday, July 21, 2025 8:16 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. 002220
Attachments: LOI-02220 Minutes.pdf

Good morning Board Members,

I am sending you this email in accordance with CFX's procurement policy and procedures.

A request for Letters of Interest for Construction Engineering and Inspection (CEI) Services for SR 408/Tampa Avenue Interchange and SR 408 EB Lane Addition OBT (US 441) to I-4; Contract No. 002220/Project Nos. 408-315 & 408-315A, was advertised on March 23, 2025.

Two (2) responses were received by the April 8, 2025 deadline. Those firms were Civil/Site Engineering, Inc. and TranSystems Corporation d/b/a TranSystems Corporation Consultants. On April 16, 2025, the Evaluation Committee shortlisted the two firms to submit technical proposals.

The Technical Committee, after reviewing the technical proposals, prepared its final ranking on May 14, 2025. The result is shown below:

Ranking	Firm
1	Civil/Site Engineering, Inc.
2	TransSystems Corporation d/b/a TransSystems Corporation Consultants

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.

LOI-002220 Technical Committee Meeting – May 14, 2025, Minutes

The Technical Committee for **Construction Engineering and Inspection (CEI) Services for SR 408/Tampa Ave. Interchange and SR 408 EB Lane Addition OBT (US 441) to I-4, Project No. 408-315 and 408-315A Contract No. 002220** held a duly noticed meeting on Wednesday, May 14, 2025, at 1:00 p.m. in the Pelican Conference Room at CFX's Headquarters, Orlando, Florida.

Committee Members Present:
Brent Dustin, CFX, Construction Project Manager
Jack Burch, CFX, Director of Construction
Kim Murphy, CFX, Construction Project Administrator
Ben Dreiling, CFX, Director of Project Capital Delivery
David Falk, CFX, Director of Engineering

Other Attendees:
Traci Parks-Chillon, Manager of Procurement

Presentations / Q and A:
Ms. Chillon began each interview with a brief overview of the process and introductions of the Technical Review Committee and the firms. This portion of the meeting is closed to the public and is being recorded in accordance with Florida Statute.

Civil/Site Engineering, Inc.	1:00 - 1:40 p.m.
TranSystems Corporation	1:50 - 2:30 pm

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:

Firms	Score	Ranking
Civil/Site Engineering, Inc.	5	1
TranSystems Corporation	10	2

The Technical Review Committee recommends the CFX Procurement Director approve the ranking and authorize negotiations in ranked order. Brent Dustin approved the minutes on behalf of the committee. There being no further business to come before the Committee, the meeting was adjourned at 2:46 p.m.

These are the official minutes of the Technical Review Committee meeting for LOI 002220 held Wednesday, May 14, 2025.

Submitted by: T. Parks-Chillon
Traci Parks-Chillon, Manager of Procurement

On behalf of the Evaluation Committee these minutes have been reviewed and approved by:

Brent Dustin, CFX, Construction Project Manager

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TECHNICAL COMMITTEE MEMBER FINAL SUMMARY RANKING

CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES FOR
SR 408/TAMPA AVE INTERCHANGE AND SR 408 EB LANE ADDITION OBT (US 441) TO I-4
PROJECT NO. 408-315 AND 408-315A
CONTRACT NO. 002220

CONSULTANT	Brent Dustin Member #1 (RANK)	David Falk Member #2 (RANK)	Jack Burch Member #3 (RANK)	Kim Murphy Member #4 (RANK)	Ben Dreiling Member #5 (RANK)	TOTAL SCORE	RANKING
CIVIL/SITE ENGINEERING, INC.	1	1	1	1	1	5	1
TRANSYSTEMS CORPORATION	2	2	2	2	2	10	2

EVALUATION COMMITTEE MEMBERS:

Brent Dustin Member #1 — Wednesday, May 14, 2025

David Falk Member #2 — Wednesday, May 14, 2025

Jack Burch Member #3 — Wednesday, May 14, 2025

Kim Murphy Member #4 — Wednesday, May 14, 2025

Ben Dreiling Member #5 — Wednesday, May 14, 2025

AGREEMENT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

AND

CIVIL/SITE ENGINEERING, INC.

CONSTRUCTION ENGINEERING AND INSPECTION SERVICES

FOR

SR 408/TAMPA AVENUE INTERCHANGE AND SR 408 EB LANE ADDITION ORANGE BLOSSOM TRAIL (US 441) TO I-4

CONTRACT NO. 002220
PROJECT NOS. 408-315 AND 408-315A

CONTRACT AMOUNT: $15,790,000.00

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

CONSTRUCTION ENGINEERING AND INSPECTION SERVICES

FOR

SR 408/TAMPA AVENUE INTERCHANGE AND SR 408 EB LANE ADDITION
ORANGE BLOSSOM TRAIL (US 441) TO I-4

CONTRACT NO. 002220
PROJECT NOS. 408-315 AND 408-315A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AGREEMENT FOR CONSTRUCTION ENGINEERING AND INSPECTION SERVICES
CONTRACT NO. 002220, PROJECT NO. 408-315 and 408-315A

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 CIVIL/SITE ENGINEERING, INC., hereinafter called "CONSULTANT," registered and authorized to conduct business in the State of Florida, carrying on professional practice in engineering, with offices located at 1645 N. Maitland Avenue, Maitland, FL 32751.

WITNESSETH:

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

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

1.0 DEFINITIONS.

Reference herein to the Project Manager shall mean CFX's Director of Construction 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 Construction Engineering and Inspection (CEI) services required by CFX for Contract No. 002220, SR 408-315 Tampa Avenue Interchange and 408-315A SR 408 Widening from Orange Blossom Trail to I-4 projects. The CONSULTANT and CFX mutually agree to furnish, each to the other, the respective services, information and items as described in **Exhibit "A"**, Scope of Services, attached hereto and made a part hereof.

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

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

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

The work covered by this Agreement includes providing CEI services for Contract No. 002220 including, but not necessarily limited to*, construction of roadways and bridges, signing, roadway lighting, drainage, and utilities.*

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

3.0 TERM OF AGREEMENT

Unless otherwise provided herein or by Supplemental Agreement, the provisions of this Agreement will remain in full force and effect for a five-year term from the date of the Notice to Proceed from CFX which includes the construction period of 44 months and a period of 5 months before start of construction and one month after the scheduled completion of construction. An extension of the five year term may be approved by CFX at its sole discretion. For purposes of **Exhibit "B"**, Method of Compensation, the term shall be 50 months.

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:

Adaptive Consulting Engineers, LLC.
Pi Consulting Services, LLC
GRL Engineers, Inc.
NV5, Inc.
KOW and Associates, LLC
England-Thims & Miller, Inc.
WSP Usa, Inc.

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

If, during the term of 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 $15,790,000.00. 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 1645 N. Maitland Avenue, Maitland, FL 32751.

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. 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, 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: Civil/Site Engineering, Inc.
1645 N. Maitland Avenue
Maitland, FL 32751
Attn: Paul Wilson, PE

Civil/Site Engineering, Inc.
1645 N. Maitland Avenue
Maitland, FL 32751
Attn: Andrea Jernigan-Gwinn, 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", Project Map
Exhibit "F", 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 14th day of August 2025, and CIVIL/SITE ENGINEERING, INC., signing through its undersigned signatory, duly authorized to execute same.

CIVIL/SITE ENGINEERING, 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 SERVICES

CONSTRUCTION ENGINEERING AND INSPECTION CONSULTANT

I. PURPOSE

CFX requires the assistance of a CONSULTANT to provide construction engineering and inspection services; including but not limited to, contract administration, engineering, inspection, material sampling and testing, claim analysis and evaluation, constructability plan reviews and other services deemed necessary and authorized by CFX, for Contract No. 002220, SR 408/Tampa Ave. Interchange and SR 408 EB Lane Addition OBT (US 441) to I-4 Project No's. 408-315 and 408-315A.

The CONSULTANT shall provide qualified technical and professional personnel to perform the duties and responsibilities assigned under the terms of the Agreement.

The CONSULTANT shall minimize, to the extent possible, CFX's need to apply its own resources to assignments authorized by CFX. CFX, at its option, may elect to expand, reduce or delete the extent of each work element described in this Scope of Services.

There is no guarantee that any or all the services described in this Scope of Services will be assigned during the term of the Agreement. Further, the CONSULTANT will provide these services on a non-exclusive basis. CFX, at its option, may elect to have any of the services performed by other consultants or CFX staff.

II. GENERAL REQUIREMENTS

The CONSULTANT's work shall be performed and/or directed by the key personnel identified in the Agreement. Any changes in the key personnel by the CONSULTANT shall be subject to review and approval by CFX.

The CONSULTANT must be prequalified by the Florida Department of Transportation (FDOT) to perform the appropriate work categories established by the FDOT.

III. BEGINNING AND LENGTH OF SERVICES

Work shall commence on the date established in the Notice to Proceed and for a period of Three (3) years thereafter. For the purposes of Exhibit B, Method of Compensation, the term will be established upon determination of the construction contract schedule duration.

IV. SERVICES

The CONSULTANT will perform the following tasks in the conduct of the Agreement. The following tasks provide an example of the type of work to be required but are not intended to be all inclusive.

A. General

It shall be the responsibility of the CONSULTANT to provide services as necessary to administer the construction contracts in a manner so as to verify that the projects are constructed in conformity with the plans, specifications, contract provisions and within the time allotted by the construction contracts.

The CONSULTANT is expected to pursue its work in such a manner as to cover all major contractor activities and make periodic condition inspections regardless of time of day, or date, or weather conditions.

The CONSULTANT shall advise CFX of any omissions, substitutions, defects, or deficiencies noted in the work of the contractor and the corrective action taken. The work provided by the CONSULTANT shall in no way relieve the contractor of responsibility for the satisfactory performance of the construction contract.

B. Resident Inspection

The CONSULTANT shall provide services to monitor the contractor's on-site construction operations, and to inspect the materials entering into the work, as required, to determine that the quality of workmanship and materials is such that the projects will be completed in substantial conformity with the plans, specifications, and other contract provisions, and within the specified contract time. The CONSULTANT shall keep detailed, accurate records of the Contractor's daily operations, progress, and significant events that affect the work.

The standard procedures and practices for inspection of construction projects are set forth in the FDOT and the CFX Construction Administration Procedures Manuals. The CONSULTANT shall, in general, perform inspection services in accordance with these standard procedures and practices and approved variations as may be appropriate.

C. Testing

The CONSULTANT shall perform sampling and testing of component materials and completed work items to the extent that will verify that the materials and workmanship incorporated in each project are in conformity with the plans, specifications and contract provisions. The minimum sampling frequencies set forth in the FDOT's Materials Sampling, Testing and Reporting Guide or approved variation shall be met. In complying with the guide, the CONSULTANT shall

perform the on-site sampling of materials and such testing of materials and completed work items that are normally done in the vicinity of the project.

The CONSULTANT, through the services of its subconsultant, will provide off-site inspection and sampling of materials and components incorporated into the work. When applicable the CONSULTANT shall determine the acceptability of all materials and work performed at off-site facilities on the basis of certifications, certified mill analysis, FDOT labels, FDOT stamps, etc.

Sampling, testing and laboratory methods shall be as required by the aforementioned guide or as modified by the contract provisions.

Documentation reports on sampling and testing shall be submitted to responsible parties during the same week that the construction work is done or as otherwise directed by CFX's representative.

The CONSULTANT shall be responsible for storing and transporting samples to be tested. The CONSULTANT is responsible for the testing of all concrete production, if required. The CONSULTANT, as required by the project documents, will provide daily surveillance of the Contractor's Quality Control activities at the project site, and/or site of production in regard to concrete and perform verification sampling and testing at the specified frequency.

The CONSULTANT shall perform all necessary surveillance and inspection of the on-site hot-mix asphalt operations. The CONSULTANT shall provide surveillance and verification sampling and testing at any hot-mix asphalt plant providing mixes to the project.

D. Management Engineering Services

The CONSULTANT shall perform the management engineering services necessary to verify that proper coordination of the activities of all parties involved in accomplishing completion of the projects is achieved; to maintain complete, accurate records of all activities and events relating to the projects; to properly document the significant changes to the projects; to provide interpretations of the plans, specifications and contract provisions; to make recommendations to CFX to resolve disputes which arise in relation to the construction contracts; and to maintain an adequate level of surveillance of the contractor's activities. The CONSULTANT shall also perform any other management engineering services normally assigned to a Resident Engineer that are required to fulfill its responsibilities under the Agreement. All records and documentation will be in accordance with standard procedures, format and content, and the policies and procedures of CFX.

Services include, but are not limited to the following:

1. At the direction of CFX, schedule and conduct a preconstruction conference for each project. Record significant information and decisions made at this conference and distribute copies of these minutes to the appropriate parties.

2. Maintain project files in accordance with CFX's methods and utilizing CFX's filing system.

3. Receive, review, and recommend acceptance by CFX of the Contractor's Project Construction Schedule, prepared and submitted in accordance with the Contract Documents.

4. Maintain, on a daily basis, a complete and accurate record of the activities and events relating to the project and a record of the work completed by the contractor, including quantities of pay items in conformity with final estimate preparation procedures and specifications. The CONSULTANT shall immediately report apparent, significant changes in quantity, time, or cost as they are noted.

5. Maintain a roadway and bridge construction diary, including weather.

6. Maintain a log of all materials entering into the work with proper indication of the basis of acceptance of each shipment of material.

7. Maintain records of all sampling and testing accomplished and analyze such records as required to ascertain acceptability of materials and completed work items. Reports for records of work and testing results shall be maintained in the CONSULTANT's files for each individual project.

8. Once each month, prepare a comprehensive tabulation of the quantity of each pay item satisfactorily completed to date. Quantities shall be based on daily records or calculations. Calculations shall be retained. The tabulation will be used for preparation of the monthly progress estimate. The monthly progress estimate will be jointly prepared by the contractor and CONSULTANT. Progress estimates will be submitted to CFX for review and processing.

   The CONSULTANT shall make and record such measurements as are necessary to calculate and document quantities for pay items; make and record preconstruction and excavated cross section surveys of the project in those areas where earth work (subsoil excavation) will be paid by calculating volumes removed and paid for within authorized limits at contract unit prices specified in the construction contract. The CONSULTANT will perform incidental engineering surveys as may be necessary to carry out the services and to verify and confirm the accuracy of the contractor’s survey layout work on an occasional and random basis.

9. Provide to the contractor interpretations of the plans, specifications, and contract

provisions. The CONSULTANT shall consult with CFX when an interpretation involves complex issues or may have an impact on the cost of performing the work.

10. Analyze problems that arise on a project and proposals submitted by the contractor and prepare and submit a recommendation to CFX.

11. Analyze changes to the plans, specifications, or contract provisions and extra work which appear to be necessary to carry out the intent of the contract when it is determined that a change or extra work is necessary and such work is not within the scope of the original contract.

12. When it is determined that a modification to the original contract for a project is required, due to a necessary change in the character of the work, negotiate prices with the contractor and prepare and submit for approval by CFX a finding of facts and request for contract modification in accordance with applicable procedures.

13. In the event that the contractor gives notice, either written or verbal, that he deems certain work to be performed is beyond the scope of the construction contract, and that he intends to claim additional compensation, the CONSULTANT shall maintain accurate force account records of the costs involved in such work. These records shall include manpower and equipment times and materials installed (temporary or permanent) in the portion of the work in dispute.

14. In the event that the contractor submits a claim for additional compensation, analyze the submittal and prepare a written recommendation based on documented facts to CFX covering validity and reasonableness of charges, and conduct negotiations leading to recommendations for settlement of the claim. Maintain complete force account and other records of work involved in claims.

15. In the event that the Contractor for a project submits a request for extension of the allowable contract time, analyze the request in accordance with the contract and prepare a written recommendation to CFX covering accuracy of statements and the actual effect of delaying factors on completion of controlling work items.

16. Prepare and submit to CFX all project close out documentation, including, but not limited to, formal notification of Final Construction Inspection, Final Acceptance; assembled and indexed written guarantees, certifications, operation and maintenance manuals, and similar items required by the Contract Documents; completed project (Final) Quantity Computation Manual, with supporting documentation; a written summary of any outstanding issues, claims and matters affecting the Final Contract close out process; the Final Estimate; one full size set each from the contractor and the CONSULTANT of the marked As-Built (Record) plans; and similar project close out requirements. This task must be completed within fifteen (15) calendar days after final acceptance of the project by CFX. The CONSULTANT is allowed an additional fifteen (15) calendar days to

complete indexing and organization of electronic project files, coordination of demobilization of CONSULTANT's property, CFX's property, and contractor's removal and cleanup of the Resident Engineer's office facilities.

17. Assist CFX's representatives in preparing for arbitration hearings or litigation that may occur during the CONSULTANT's contract time in connection with a project covered by the Agreement.

18. Monitor each construction project to the extent necessary to determine whether construction activities violate the requirements of any permits. Notify the contractor of any violations or potential violations and require his immediate resolution of the problem. Violations must be reported to CFX immediately.

19. Shop drawing/sample submittals and approvals shall be tracked. Tracking shall include maintaining the status of each submittal as it progresses through review and approval. The CONSULTANT shall actively encourage all reviewers to accomplish reviews promptly. The CONSULTANT will review samples, catalog data, shop drawings, laboratory, shop, and mill tests of materials and equipment, and other data which the contractor is required to submit, only for conformance and compliance with the design concept of the project as set forth by the Contract Documents.

20. Provide thorough and complete coordination between the contractor and utility companies to ensure that conflicting utilities are removed, adjusted, or protected in-place in a timely manner to minimize delays to construction operations. Documentation will be maintained in accordance with the project procedures.

21. The CONSULTANT's Resident Engineer will conduct a weekly meeting with the respective contractor, subcontractors, and/or utility companies to review plans, schedules, problems, or other areas of concern. The meeting minutes will be prepared, and a copy transmitted to CFX within two (2) business days following the meeting.

22. Conduct and document field review of the existing/proposed highway lighting, maintenance of traffic operation during and after normal working hours, weekends, holidays, and during inclement weather. If maintenance of traffic features represent a potential hazard to the public, notify the contractor's representative immediately and verify that corrective action is taken.

23. When needed to prevent delays in contractor's operations, provide the timely analysis of a situation, recommend alternative solutions, prepare any necessary sketches, field data, and other resources required to continue the construction progress.

24. The CONSULTANT shall review the contractor’s baseline CPM Schedule, or other alternative schedule accepted by CFX, as well as the contractor’s monthly schedule

updates consistent with the requirements of the construction contract. Prepare a detailed As-Built schedule of the contractor's work efforts. If applicable, use a minimum of the same activity codes and descriptions listed in the contractor's CPM schedule to prepare an As-Built schedule of the contractor's activities.

V. PERSONNEL

A. General Requirements

The CONSULTANT shall provide a sufficient number of qualified personnel as necessary to effectively carry out its responsibilities under the Agreement.

B. Personnel Qualifications

The CONSULTANT shall utilize only competent personnel who are qualified by education, experience, and certification where required. The CONSULTANT shall submit in writing to CFX the names of all personnel to be considered for assignment to the construction projects, together with a detailed resume with respect to salary, education, experience qualifications of each individual, and certifications. Minimum qualifications for the CONSULTANT's Resident Engineer and key staff members are defined in Paragraph "E" of this Article.

The CONSULTANT's personnel approval request shall be submitted at least two (2) weeks prior to the date an individual is to report to work.

C. Staffing

The CONSULTANT shall adequately staff the project and shall maintain an appropriate staff after completion of construction to complete the final project closeout. Responsible personnel, thoroughly familiar with all aspects of construction and measurement of the various pay items, shall be available to resolve disputed final pay quantities until the respective contract has been closed out. The qualifications of each person proposed for assignment must be reviewed and approved in writing by CFX. An individual previously approved by CFX whose performance is later determined by CFX to be unsatisfactory shall be replaced by the CONSULTANT within one (1) week after notification.

Personnel identified in the CONSULTANT's fee proposal will be assigned to the construction projects as proposed by the CONSULTANT and are considered by CFX to be committed to performing services under the CONSULTANT's Agreement. Any changes will require written approval of CFX.

When the contractor's operations on a project diminish, the CONSULTANT shall reduce the number of its personnel assigned to that project, as appropriate. Any adjustment of the CONSULTANT forces as recommended by CFX will be accomplished within one (1) week after notification.

In the event of a construction contract suspension which requires the removal of CONSULTANT forces from the project, the CONSULTANT will be allowed up to a maximum of ten (10) days to demobilize, relocate, or terminate such forces.

D. Licensing for Equipment Operation

The CONSULTANT will be responsible for obtaining proper licenses for equipment and personnel operating equipment when licenses are required. Licensing of surface moisture/density (nuclear) gauges shall be obtained through the State of Florida Department of Health, Bureau of Radiation Control, Radio Active Materials Section. Only nuclear density inspectors approved by the FDOT shall be authorized to operate surface moisture/density gauges.

E. Personnel Training and Experience Standards

The following are the minimum training and experience standards for CONSULTANT personnel. In the event a position and/or description is not provided below, use the current FDOT CEI Scope of Services for minimum training and experience standards for CONSULTANT personnel.

1. Resident Engineer/Sr. Project Engineer

Registration by the Florida State Board of Engineer Examiners as a Professional Engineer and ten (10) years of highway construction engineering experience. Experience shall include at least five (5) years of major bridge construction and at least five (5) years of roadway construction. Qualifications include the ability to communicate effectively and actively direct a highly complex and specialized construction engineering administration and inspection program; plan and organize the work of subordinate staff members; consult with CFX's Director of Construction and his staff; develop and review policies, methods, practices and procedures; review the program for conformity with FDOT standards and as amended by CFX. The Resident Engineer must be able to interpret and monitor scheduled construction progress; must be qualified to manage field changes, change orders, claims and public complaints.

2. Project Engineer/Project Administrator

A Civil Engineering Degree plus six (6) years of highway construction engineering experience; or ten (10) years of responsible highway construction engineering experience. Experience shall include at least two (2) years of major bridge construction. Receives general instruction regarding assignments and is expected to exercise initiative and independent judgment in solution of work problems. Directs and assigns specific tasks to inspectors and assistants for all phases of the construction project. A master's degree may be substituted for one (1) year of experience.

3. Office Engineer/Contract Support Specialist

High school graduate plus five (5) years construction project related experience. Should exercise independent judgment in planning work details and making technical decisions related to office aspects of the project. Receives general supervision and verbal instructions from Resident Engineer. Must be able to interpret project drawings and technical specifications, organize and summarize construction quantities, and perform computer data entry. Must have technical skill to maintain As-Built (record) drawings.

4. Senior Inspector (Roadway/Bridge)

High School graduate plus eight (8) years of experience in construction inspection (four (4) years of which shall have been in roadway/bridge construction). Responsible for performing highly complex technical assignments in field surveying and construction layout, making and checking engineering computations, inspecting construction work and conducting field tests. Work is performed under general supervision of Project Engineer.

VI. ITEMS TO BE FURNISHED BY CFX TO THE CONSULTANT

The following printed documents, facilities, equipment and services are furnished by CFX, either directly or as provided by the Contractor on selected construction projects.

A. Project Construction Contract.

B. Project Construction (Design) Drawings.

C. Project Supplemental Specifications.

D. Project Special Provisions.

E. R.O.W. Drawings, geotechnical reports, permits and similar documents.

F. Copy of the original plan quantities project computation manual and/or supporting pay item quantity documentation

G. CFX Construction Project Administration Procedures.

H. CFX standardized forms to be used with documentation and reporting procedures.

It is the intent of CFX to provide sufficient office space to accommodate the CONSULTANT's staff during the duration of the assigned construction project. However, if CFX is unable to provide space at any time during the term of the Agreement, the CONSULTANT shall secure the necessary office space to effectively carry out the requirements of this Scope of Services. CFX will reimburse the CONSULTANT for such office expenses based on costs and fees as provided in the Method of Compensation.

VII. ITEMS TO BE FURNISHED BY THE CONSULTANT

The CONSULTANT shall furnish the quantity of the following items required to effectively perform the work and services required. Except as stated herein, these items are considered normal and incidental to the type of services provided and will not be reimbursed by CFX unless specifically detailed in the costs and fees as provided in the Method of Compensation.

A. FDOT Standard Specifications for Road and Bridge Construction, edition required by contract documents.

B. FDOT Roadway and Traffic Design Standards, edition required by contract documents.

C. FDOT Structures Design Standards, current edition.

D. FDOT Construction Manual, current edition.

E. FDOT Materials Sampling, Testing and Reporting Guide, current edition.

F. FDOT Qualified Products Listing, current edition.

G. FDOT Utility Accommodation Guide, current edition.

H. FDOT Inspection-In-Depth of the Materials and Construction Control Process Manual, current edition.

I. FDOT Basis of Estimates and Computation Manual, current edition.

J. FDOT Sample Computation Manual, Final Estimate Preparation Short Course, and Carter Key Manual, current edition.

K. FDOT Guidelines for Determination of Compliance with Equal Employment Opportunity Policies, current edition.

L. Testing and sampling supplies such as disposable molds for casting concrete cylinders, sample cartons, sample bags, sample cans and other expendable type testing supplies.

M. Testing and sampling equipment, tools, hand levels, measuring wheels, tapes, rules, protective and warning equipment, and all other required devices to effectively perform the services of testing, sampling, inspection and measurement of the project.

N. Miscellaneous office supplies and accommodations, such as stationery, rubber stamps, engineering rules, pads, pens, daily diaries, survey books, staplers, punches, electronic calculators, adding machines, tape recorder, mail box, postal fees, and any other items

necessary to maintain an office.

O. Project vehicles for CFX related business. Documentation of mileage for CFX related business will be required.

P. Project telephones and services, including long distance charges.

Q. Surface moisture/density (nuclear) gauges, CEI personnel qualification and registration fees, licenses, personnel badges, safety restrictions, carrying lockers, and security systems.

R. Progress photographs, videos, project claim documentation, and expenditures directed by CFX's representatives.

S. Applicable software to calculate Monthly Project Progress Estimates in a format acceptable to CFX and all other software packages determined by CFX to be essential to the execution of the Agreement.

T. Any additional equipment and furnishings considered by the CONSULTANT to perform the required services are optional to the CONSULTANT, at his expense.

VIII. LIAISON

The CONSULTANT shall be fully responsible for performing all tasks assigned under this Scope of Services and interrelated documents on the construction project. All activities and decisions of the CONSULTANT relating to the projects shall be subject to review and approval by CFX. The CONSULTANT shall provide and maintain close coordination and support of all activities, correspondence, documentation, reports and other communication related to construction progress, delays, changes, claims, and significant events, whereby CFX may carry out its responsibilities.

The CONSULTANT will be kept advised of project pre-bid and post-bid activities. Upon confirmation of award of the construction contract and scheduled start of construction, the CONSULTANT shall be ready to assign personnel within two weeks after CFX's notification to the CONSULTANT to begin CEI services. No personnel shall be assigned until written notification has been issued.

Construction Engineering and Inspection forces will generally be required of the CONSULTANT at all times while the contractor is working on the construction contract where traffic is being or could be impacted. The Resident Engineer will designate his responsible alternate at times he may be absent from the project. If the construction contract is suspended, or the work is slowed for any reason, the CONSULTANT's forces will be adjusted at the direction of CFX.

IX. COOPERATION AND PERFORMANCE OF THE CONSULTANT

During the life of the Agreement, CFX may conduct reviews of the various phases and stages of the CONSULTANT's operations, such as construction inspection, materials sampling and testing, and administrative activities.

Reviews will be conducted in accordance with established CFX policies on work phases to determine compliance with this agreement, and the sufficiency with which procedures are being effectively applied to verify that the construction work and administration activities are performed in reasonable conformity with policies, plans, specifications, and contract provisions. The CONSULTANT shall cooperate and assist CFX's representative in the conduct of the reviews.

When deficiencies are indicated in a review, remedial action shall be immediately implemented by the CONSULTANT in conformance with CFX's recommendations. CFX's remedial recommendations and the CONSULTANT's actions will be documented by CFX. In general, remedial action shall be required commensurate with the degree and nature of the deficiencies cited. Additional compensation will not be allowed for remedial action taken to correct deficiencies by the CONSULTANT. Remedial actions may include any or all of, but are not necessarily limited to, the following actions:

A. Further subdivide assigned inspection responsibilities, re-assign inspection personnel or assign additional inspection personnel. The CONSULTANT will comply with this action within forty-eight (48) hours of notification.

B. Replace personnel whose performance has been determined by CFX to be inadequate.

C. Increase the frequency of the project control testing immediately in the appropriate phase of work when such is the responsibility of the CONSULTANT.

D. Increase the scope and frequency of training conducted by the CONSULTANT.

X. SUBCONSULTANT SERVICES

Services assigned to subconsultants must be approved in advance by CFX in accordance with the Contract requirements. The subconsultants must be qualified by CFX to perform all work assigned to them.

In the event services of a subconsultant are authorized, the CONSULTANT shall obtain a schedule of rates and CFX shall review and must approve any rates to be paid to the subconsultant. No subconsultant shall be added with out the prior written authorization of the Director of Construction. No subconsultant shall be added with projected fees over $25,000.00 without documented prior authorization of CFX Board.

XI. OTHER SERVICES

The CONSULTANT will, upon written authorization by CFX, perform any additional services not otherwise identified in the Agreement as may be required in connection with the project. The following items are not included as part of the Agreement but may be required to supplement the CONSULTANT's services under the Agreement.

A. The CONSULTANT will, upon review, approval, and written authorization by CFX, make such changes and revisions to the plans and specifications as may be required in order to complete the construction activities.

B. The CONSULTANT will, upon written request by CFX, provide qualified engineers and/or engineering technicians to serve as engineering witnesses, provide exhibits, and otherwise assist in any litigation or hearings in connection with the construction contract(s).

XII. POST CONSTRUCTION CLAIMS REVIEW

In the event the contractor for the project submits a claim for additional compensation and/or time, and the CONSULTANT has completed the terms of its Agreement with CFX, the CONSULTANT shall, at the written request from CFX, analyze the claim, prepare a recommendation to CFX covering validity and reasonableness of charges and/or assist in negotiations leading to settlement of the claim. Compensation will be separately reimbursed by a supplement to the Agreement.

END OF SCOPE

CONSENT AGENDA ITEM
#5

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*
Director of Procurement

DATE: July 22, 2025

SUBJECT: Approval of Contract Award to Advance Roofing, Inc.
for Systemwide Plaza Building Repairs and Roof Replacements
Project No. 599-765, Contract No. 002221

An Invitation to Bid for the above referenced project was advertised on May 18, 2025. Four (4) responses were received by the June 26, 2025 deadline.

Bid results were as follows:

	Bidder	**Bid Amount**
1.	Rycars Construction, LLC	$1,585,000.00
2.	Advanced Roofing, Inc.	$3,119,900.00
3.	Grace Roofing & Sheet Metal Enterprise LLC	$3,498,000.00
4.	Apex Roofing USA, LLC	$4,751,000.00

The engineer's estimate for this project is $3,433,610.00 and $4,000,000.00 is included in the Five-Year Work Plan.

The low bidder rescinded their bid.

The work to be performed includes providing all labor, materials, equipment, and incidentals necessary to replace roofs and perform fascia improvements at Toll Plazas on SR 408, SR 417, SR 429 and the E-PASS Service Center.

Board award of the contract to Advanced Roofing, Inc. in the amount of $3,119,900.00 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
Glenn Pressimone, PE
Chief of Infrastructure

CONTRACT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

AND

ADVANCED ROOFING, INC.

SYSTEMWIDE PLAZA BUILDING REPAIRS AND ROOF REPLACEMENTS

PROJECT NO. 599-765, CONTRACT NO. 002221

CONTRACT AMOUNT: $3,119,900.00

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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

FOR

SYSTEMWIDE PLAZA BUILDING REPAIRS AND ROOF REPLACEMENTS

PROJECT NO. 599-765
CONTRACT NO. 002221

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CONTRACT

This Contract No. 002221 (the "Contract"), is made and entered into by the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, hereinafter called "CFX" and ADVANCED ROOFING, INC., of 200 Northstar Ct., Sanford, FL. 32771, 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. 599-765, Contract No. 002221, Systemwide Plaza Building Repairs and Roof Replacements, as detailed in the Contract Documents and any addenda or modifications thereto. Contract time for this project shall be 300 calendar days. The Contract Amount is $3,119,900.00.

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 General Specifications,
5. The Technical Specifications,
6. The Special Provisions,
7. The Technical Special Provisions,
8. The Plans,
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 14th day of August 2025, and Advanced Roofing, Inc., signing through its undersigned signatory authorized to execute same.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Aneth Williams
Print Name

DATE: _____

ADVANCED ROOFING, 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

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CENTRAL FLORIDA EXPRESSWAY AUTHORITY

GENERAL SPECIFICATIONS

SECTION 1 - ABBREVIATIONS AND DEFINITIONS

1.1 General

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

1.2 Abbreviations

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

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

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

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

1.3 Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.3.55 **State** - State of Florida

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

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

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

1.3.59 **Substantial Completion** - The completion of all pay item Work in 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 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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*
Director of Procurement

DATE: July 20, 2025

SUBJECT: Approval of Contract Award to Adaptive Consulting Engineers, LLC for Construction Engineering and Inspection Services (CEI) for CR 532 Widening from Lake Wilson Road to US 17/92
Project No. 538-235A, Contract No. 002224

A request for Letters of Interest for the above referenced project was advertised on April 20, 2025. Five (5) responses were received by the May 9, 2025 deadline. Those firms were Adaptive Consulting Engineers, LLC, G-A-I Consultants, Inc., Metric Engineering, Inc., NewKirk Engineering, Inc. and TranSystems Corporation d/b/a TranSystems Corporation Consultants Systems.

The Evaluation Committee on May 19, 2025, reviewed the Letters of Interest and shortlisted Adaptive Consulting Engineers, LLC, G-A-I Consultants, Inc., Metric Engineering, Inc. and TranSystems Corporation d/b/a TranSystems Corporation Consultants Systems.

The Technical Committee, after reviewing the technical proposals, heard presentations and prepared its final ranking on June 17, 2025. The result is shown below:

Ranking	Firm
1	Adaptive Consulting Engineers, LLC
2	TranSystems Corporation
3	G-A-I Consultants, Inc.
3	Metric Engineering, 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 CEI services.

Board award of the contract to Adaptive Consulting Engineers, LLC in the amount of $6,050,000.00 for five years is requested.

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

Reviewed by: _____ _____

Jack Burch, PE
Director of Construction

Glenn Pressimone, PE
Chief of Infrastructure

Aneth Williams

From: Aneth Williams
Sent: Tuesday, August 5, 2025 10:09 AM
To: Aneth Williams
Subject: FW: Notification of Approval of Final Ranking and Authorization for Negotiations for Contract No. 002224
Attachments: LOI- 002224 Minutes.pdf

From: Aneth Williams <Aneth.Williams@cfxway.com>
Sent: Monday, July 21, 2025 7:59 AM
To: Aneth Williams <Aneth.Williams@cfxway.com>
Cc: Michelle Maikisch <Michelle.Maikisch@cfxway.com>; Lisa Lumbard <Lisa.Lumbard@cfxway.com>; Mimi Lamaute <Mimi.Lamaute@cfxway.com>
Subject: Notification of Approval of Final Ranking and Authorization for Negotiations for Contract No. 002224

Good morning Board Members,

I am sending you this email in accordance with CFX's procurement policy and procedures.

A request for Letters of Interest for Construction Engineering and Inspection (CEI) Services for CR 532 Widening from Lake Wilson Road to US 17/92; Contract No. 002224/Project No. 538-235A, was advertised on April 20, 2025.

Five (5) responses were received by May 9, 2025 deadline. Those firms were Adaptive Consulting Engineers, LLC, G-A-I Consultants, Inc., Metric Engineering, Inc., NewKirk Engineering, Inc. and TranSystems Corporation Consultants. On May 19, 2025, the Evaluation Committee shortlisted four firms to submit technical proposals.

The Technical Committee, after reviewing the technical proposals, prepared its final ranking on June 17, 2025. The result is shown below:

Ranking	Firm
1	Adaptive Consulting Engineers, LLC TranSystems Corporation
2	Consultants G-A-I Consultants, Inc.
3	Metric Engineering, Inc.
3	

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.

LOI-002224 Technical Committee Meeting – June 17, 2025 Minutes

The Technical Committee for **CEI Services for CR 532 Widening from Lake Wilson Road to US 17/92, Project No. 538-235A, Contract No. 002224** held a duly noticed meeting on Tuesday, June 17, 2025, at 9:00 a.m. in the Pelican Conference Room at CFX's Headquarters, Orlando, Florida.

Committee Members Present:
David Falk, CFX Director of Engineering
Jack Burch, CFX Director of Construction
Kim Murphy, CFX Construction Project Administrator
Christina Colón, Osceola County Executive Director Transportation & Transit

Other Attendees:
Traci Parks-Chillon, CFX Manager of Procurement

Presentations / Q and A:
Ms. Chillon began each interview with a brief overview of the process and introductions of the Technical Review Committee and the firms. This portion of the meeting is closed to the public and is being recorded in accordance with Florida Statute.

Adaptive Consulting Engineers, LLC	9:00 - 9:40 a.m.
G-A-I Consultants, Inc.	9:50 - 10:30 a.m.
Metric Engineering, Inc.	10:40 - 11:20 a.m.
TranSystems Corporation	11:30 - 12: 10 p.m.

Evaluation Portion:
The evaluation portion of the meeting is open to the public in accordance with Florida Statutes. The committee members individually completed their scoring sheets and submitted them for tallying. The score sheets were tallied by utilizing the rankings assigned by each committee member based on the raw scores each proposer received. The scores are as shown:

Firm	Points	Ranking
Adaptive Consulting Engineers, LLC	5	1
G-A-I Consultants, Inc.	12	3
Metric Engineering, Inc.	12	3
TranSystems Corporation	11	2

The Technical Review Committee recommends the CFX Procurement Director approve the ranking and authorize negotiations in ranked order. Jack Burch approved the minutes on behalf of the committee.

There being no further business to come before the Committee; the meeting was adjourned at 12: 14 p.m. These are the official minutes of the Technical Review Committee meeting for Project No. 538-235A, Contract No. 002224 held Tuesday, June 17, 2025.

Submitted by: _____
Traci Parks-Chillon, Manager of Procurement

On behalf of the Evaluation Committee these minutes have been review and approved by:

_____
Jack Burch, Director of Construction

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TECHNICAL COMMITTEE MEMBER FINAL SUMMARY RANKING

CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES FOR
CR 532 WIDENING FROM LAKE WILSON ROAD TO US 17/92
PROJECT NO. 538-235A CONTRACT NO. 002224

CONSULTANT	David Falk Member #1 (RANK)	Jack Burch Member #2 (RANK)	Kim Murphy Member #3 (RANK)	Christina Colón Member #4 (RANK)	TOTAL SCORE	RANKING
ADAPTIVE CONSULTING ENGINEERS, LLC	2	1	1	1	5	1
G-A-I CONSULTANTS, INC.	1	4	4	3	12	3
METRIC ENGINEERING, INC.	4	2	2	4	12	3
TRANSYSTEMS CORPORATION	3	3	3	2	11	2

EVALUATION COMMITTEE MEMBERS:

David Falk Member #1 — Tuesday, June 17, 2025

Jack Burch Member #2 — Tuesday, June 17, 2025

Kim Murphy Member #3 — Tuesday, June 17, 2025

Christina Colón Member #4 — Tuesday, June 17, 2025

AGREEMENT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

AND

ADAPTIVE CONSULTING ENGINEERS, LLC

CONSTRUCTION ENGINEERING AND INSPECTION SERVICES

FOR

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

CONTRACT NO. 002224
PROJECT NO. 538-235A

CONTRACT AMOUNT: $6,050,000.00

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

CONSTRUCTION ENGINEERING AND INSPECTION SERVICES

FOR

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

CONTRACT NO. 002224
PROJECT NO. 538-235A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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Project No. 538-235A
Contract No. 002224

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AGREEMENT FOR CONSTRUCTION ENGINEERING AND INSPECTION SERVICES
CONTRACT NO. 002224, PROJECT NO. 538-235A

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 ADAPTIVE CONSULTING ENGINEERS, LLC, hereinafter called "CONSULTANT," registered and authorized to conduct business in the State of Florida, carrying on professional practice in engineering, with offices located at 12922 Tanja King Blvd, Orlando, FL 32828.

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 Construction 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 Construction Engineering and Inspection (CEI) services required by CFX for Contract No. 002224, CR 532 Widening from Lake Wilson Road to US 17/92 project. The CONSULTANT and CFX mutually agree to furnish, each to the other, the respective services, information and items as described in **Exhibit "A"**, Scope of Services, attached hereto and made a part hereof.

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

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

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

The work covered by this Agreement includes providing CEI services for Contract No. 002224 including, but not necessarily limited to*, construction of roadways and bridges, signing, roadway lighting, drainage, and utilities.*

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

3.0 TERM OF AGREEMENT

Unless otherwise provided herein or by Supplemental Agreement, the provisions of this Agreement will remain in full force and effect for a five-year term from the date of the Notice to Proceed from CFX which includes the construction period of 23 months and a period of 4 months before start of construction and one month after the scheduled completion of construction. An extension of the five year term may be approved by CFX at its sole discretion. For purposes of **Exhibit "B"**, Method of Compensation, the term shall be 28 months.

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:

Civil/Site Engineering Inc.
Pi Consulting Services, LLC
McKim & Creed, Inc.
DRMP, Inc.
Elipsis Engineering and Consulting 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 $6,050,000.00. 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 12922 Tanja King Blvd, Orlando, FL 32828.

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. 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, 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: Adaptive Consulting Engineers, LLC
12922 Tanja King Blvd
Orlando, FL 32828
Attn: David Olund, PE

Adaptive Consulting Engineers, LLC
12922 Tanja King Blvd
Orlando, FL 32828
Attn: Jennifer Brockman

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", Project Map
Exhibit "F", 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 14th day of August 2025, and ADAPTIVE CONSULTING ENGINEERS, LLC, signing through its undersigned signatory, duly authorized to execute same.

ADAPTIVE CONSULTING ENGINEERS, LLC

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 SERVICES

CONSTRUCTION ENGINEERING AND INSPECTION CONSULTANT

I. PURPOSE

CFX requires the assistance of a CONSULTANT to provide construction engineering and inspection services; including but not limited to, contract administration, engineering, inspection, material sampling and testing, claim analysis and evaluation, constructability plan reviews and other services deemed necessary and authorized by CFX, for Contract No. 002224, CR 532 Widening from Lake Wilson Road to US 17/92.

The CONSULTANT shall provide qualified technical and professional personnel to perform the duties and responsibilities assigned under the terms of the Agreement.

The CONSULTANT shall minimize, to the extent possible, CFX's need to apply its own resources to assignments authorized by CFX. CFX, at its option, may elect to expand, reduce or delete the extent of each work element described in this Scope of Services.

There is no guarantee that any or all the services described in this Scope of Services will be assigned during the term of the Agreement. Further, the CONSULTANT will provide these services on a non-exclusive basis. CFX, at its option, may elect to have any of the services performed by other consultants or CFX staff.

II. GENERAL REQUIREMENTS

The CONSULTANT's work shall be performed and/or directed by the key personnel identified in the Agreement. Any changes in the key personnel by the CONSULTANT shall be subject to review and approval by CFX.

The CONSULTANT must be prequalified by the Florida Department of Transportation (FDOT) to perform the appropriate work categories established by the FDOT.

III. BEGINNING AND LENGTH OF SERVICES

Work shall commence on the date established in the Notice to Proceed and for a period of Three (3) years thereafter. For the purposes of Exhibit B, Method of Compensation, the term will be established upon determination of the construction contract schedule duration.

IV. SERVICES

The CONSULTANT will perform the following tasks in the conduct of the Agreement. The following tasks provide an example of the type of work to be required but are not intended to be all inclusive.

A. General

It shall be the responsibility of the CONSULTANT to provide services as necessary to administer the construction contracts in a manner so as to verify that the projects are constructed in conformity with the plans, specifications, contract provisions and within the time allotted by the construction contracts.

The CONSULTANT is expected to pursue its work in such a manner as to cover all major contractor activities and make periodic condition inspections regardless of time of day, or date, or weather conditions.

The CONSULTANT shall advise CFX of any omissions, substitutions, defects, or deficiencies noted in the work of the contractor and the corrective action taken. The work provided by the CONSULTANT shall in no way relieve the contractor of responsibility for the satisfactory performance of the construction contract.

B. Resident Inspection

The CONSULTANT shall provide services to monitor the contractor's on-site construction operations, and to inspect the materials entering into the work, as required, to determine that the quality of workmanship and materials is such that the projects will be completed in substantial conformity with the plans, specifications, and other contract provisions, and within the specified contract time. The CONSULTANT shall keep detailed, accurate records of the Contractor's daily operations, progress, and significant events that affect the work.

The standard procedures and practices for inspection of construction projects are set forth in the FDOT and the CFX Construction Administration Procedures Manuals. The CONSULTANT shall, in general, perform inspection services in accordance with these standard procedures and practices and approved variations as may be appropriate.

C. Testing

The CONSULTANT shall perform sampling and testing of component materials and completed work items to the extent that will verify that the materials and workmanship incorporated in each project are in conformity with the plans, specifications and contract provisions. The minimum sampling frequencies set forth in the FDOT's Materials Sampling, Testing and Reporting Guide or approved variation shall be met. In complying with the guide, the CONSULTANT shall

perform the on-site sampling of materials and such testing of materials and completed work items that are normally done in the vicinity of the project.

The CONSULTANT, through the services of its subconsultant, will provide off-site inspection and sampling of materials and components incorporated into the work. When applicable the CONSULTANT shall determine the acceptability of all materials and work performed at off-site facilities on the basis of certifications, certified mill analysis, FDOT labels, FDOT stamps, etc.

Sampling, testing and laboratory methods shall be as required by the aforementioned guide or as modified by the contract provisions.

Documentation reports on sampling and testing shall be submitted to responsible parties during the same week that the construction work is done or as otherwise directed by CFX's representative.

The CONSULTANT shall be responsible for storing and transporting samples to be tested. The CONSULTANT is responsible for the testing of all concrete production, if required. The CONSULTANT, as required by the project documents, will provide daily surveillance of the Contractor's Quality Control activities at the project site, and/or site of production in regard to concrete and perform verification sampling and testing at the specified frequency.

The CONSULTANT shall perform all necessary surveillance and inspection of the on-site hot-mix asphalt operations. The CONSULTANT shall provide surveillance and verification sampling and testing at any hot-mix asphalt plant providing mixes to the project.

D. Management Engineering Services

The CONSULTANT shall perform the management engineering services necessary to verify that proper coordination of the activities of all parties involved in accomplishing completion of the projects is achieved; to maintain complete, accurate records of all activities and events relating to the projects; to properly document the significant changes to the projects; to provide interpretations of the plans, specifications and contract provisions; to make recommendations to CFX to resolve disputes which arise in relation to the construction contracts; and to maintain an adequate level of surveillance of the contractor's activities. The CONSULTANT shall also perform any other management engineering services normally assigned to a Resident Engineer that are required to fulfill its responsibilities under the Agreement. All records and documentation will be in accordance with standard procedures, format and content, and the policies and procedures of CFX.

Services include, but are not limited to the following:

1. At the direction of CFX, schedule and conduct a preconstruction conference for each project. Record significant information and decisions made at this conference and distribute copies of these minutes to the appropriate parties.

2. Maintain project files in accordance with CFX's methods and utilizing CFX's filing system.

3. Receive, review, and recommend acceptance by CFX of the Contractor's Project Construction Schedule, prepared and submitted in accordance with the Contract Documents.

4. Maintain, on a daily basis, a complete and accurate record of the activities and events relating to the project and a record of the work completed by the contractor, including quantities of pay items in conformity with final estimate preparation procedures and specifications. The CONSULTANT shall immediately report apparent, significant changes in quantity, time, or cost as they are noted.

5. Maintain a roadway and bridge construction diary, including weather.

6. Maintain a log of all materials entering into the work with proper indication of the basis of acceptance of each shipment of material.

7. Maintain records of all sampling and testing accomplished and analyze such records as required to ascertain acceptability of materials and completed work items. Reports for records of work and testing results shall be maintained in the CONSULTANT's files for each individual project.

8. Once each month, prepare a comprehensive tabulation of the quantity of each pay item satisfactorily completed to date. Quantities shall be based on daily records or calculations. Calculations shall be retained. The tabulation will be used for preparation of the monthly progress estimate. The monthly progress estimate will be jointly prepared by the contractor and CONSULTANT. Progress estimates will be submitted to CFX for review and processing.

   The CONSULTANT shall make and record such measurements as are necessary to calculate and document quantities for pay items; make and record preconstruction and excavated cross section surveys of the project in those areas where earth work (subsoil excavation) will be paid by calculating volumes removed and paid for within authorized limits at contract unit prices specified in the construction contract. The CONSULTANT will perform incidental engineering surveys as may be necessary to carry out the services and to verify and confirm the accuracy of the contractor’s survey layout work on an occasional and random basis.

9. Provide to the contractor interpretations of the plans, specifications, and contract

provisions. The CONSULTANT shall consult with CFX when an interpretation involves complex issues or may have an impact on the cost of performing the work.

10. Analyze problems that arise on a project and proposals submitted by the contractor and prepare and submit a recommendation to CFX.

11. Analyze changes to the plans, specifications, or contract provisions and extra work which appear to be necessary to carry out the intent of the contract when it is determined that a change or extra work is necessary and such work is not within the scope of the original contract.

12. When it is determined that a modification to the original contract for a project is required, due to a necessary change in the character of the work, negotiate prices with the contractor and prepare and submit for approval by CFX a finding of facts and request for contract modification in accordance with applicable procedures.

13. In the event that the contractor gives notice, either written or verbal, that he deems certain work to be performed is beyond the scope of the construction contract, and that he intends to claim additional compensation, the CONSULTANT shall maintain accurate force account records of the costs involved in such work. These records shall include manpower and equipment times and materials installed (temporary or permanent) in the portion of the work in dispute.

14. In the event that the contractor submits a claim for additional compensation, analyze the submittal and prepare a written recommendation based on documented facts to CFX covering validity and reasonableness of charges, and conduct negotiations leading to recommendations for settlement of the claim. Maintain complete force account and other records of work involved in claims.

15. In the event that the Contractor for a project submits a request for extension of the allowable contract time, analyze the request in accordance with the contract and prepare a written recommendation to CFX covering accuracy of statements and the actual effect of delaying factors on completion of controlling work items.

16. Prepare and submit to CFX all project close out documentation, including, but not limited to, formal notification of Final Construction Inspection, Final Acceptance; assembled and indexed written guarantees, certifications, operation and maintenance manuals, and similar items required by the Contract Documents; completed project (Final) Quantity Computation Manual, with supporting documentation; a written summary of any outstanding issues, claims and matters affecting the Final Contract close out process; the Final Estimate; one full size set each from the contractor and the CONSULTANT of the marked As-Built (Record) plans; and similar project close out requirements. This task must be completed within fifteen (15) calendar days after final acceptance of the project by CFX. The CONSULTANT is allowed an additional fifteen (15) calendar days to

complete indexing and organization of electronic project files, coordination of demobilization of CONSULTANT's property, CFX's property, and contractor's removal and cleanup of the Resident Engineer's office facilities.

17. Assist CFX's representatives in preparing for arbitration hearings or litigation that may occur during the CONSULTANT's contract time in connection with a project covered by the Agreement.

18. Monitor each construction project to the extent necessary to determine whether construction activities violate the requirements of any permits. Notify the contractor of any violations or potential violations and require his immediate resolution of the problem. Violations must be reported to CFX immediately.

19. Shop drawing/sample submittals and approvals shall be tracked. Tracking shall include maintaining the status of each submittal as it progresses through review and approval. The CONSULTANT shall actively encourage all reviewers to accomplish reviews promptly. The CONSULTANT will review samples, catalog data, shop drawings, laboratory, shop, and mill tests of materials and equipment, and other data which the contractor is required to submit, only for conformance and compliance with the design concept of the project as set forth by the Contract Documents.

20. Provide thorough and complete coordination between the contractor and utility companies to ensure that conflicting utilities are removed, adjusted, or protected in-place in a timely manner to minimize delays to construction operations. Documentation will be maintained in accordance with the project procedures.

21. The CONSULTANT's Resident Engineer will conduct a weekly meeting with the respective contractor, subcontractors, and/or utility companies to review plans, schedules, problems, or other areas of concern. The meeting minutes will be prepared, and a copy transmitted to CFX within two (2) business days following the meeting.

22. Conduct and document field review of the existing/proposed highway lighting, maintenance of traffic operation during and after normal working hours, weekends, holidays, and during inclement weather. If maintenance of traffic features represent a potential hazard to the public, notify the contractor's representative immediately and verify that corrective action is taken.

23. When needed to prevent delays in contractor's operations, provide the timely analysis of a situation, recommend alternative solutions, prepare any necessary sketches, field data, and other resources required to continue the construction progress.

24. The CONSULTANT shall review the contractor’s baseline CPM Schedule, or other alternative schedule accepted by CFX, as well as the contractor’s monthly schedule

updates consistent with the requirements of the construction contract. Prepare a detailed As-Built schedule of the contractor's work efforts. If applicable, use a minimum of the same activity codes and descriptions listed in the contractor's CPM schedule to prepare an As-Built schedule of the contractor's activities.

V. PERSONNEL

A. General Requirements

The CONSULTANT shall provide a sufficient number of qualified personnel as necessary to effectively carry out its responsibilities under the Agreement.

B. Personnel Qualifications

The CONSULTANT shall utilize only competent personnel who are qualified by education, experience, and certification where required. The CONSULTANT shall submit in writing to CFX the names of all personnel to be considered for assignment to the construction projects, together with a detailed resume with respect to salary, education, experience qualifications of each individual, and certifications. Minimum qualifications for the CONSULTANT's Resident Engineer and key staff members are defined in Paragraph "E" of this Article.

The CONSULTANT's personnel approval request shall be submitted at least two (2) weeks prior to the date an individual is to report to work.

C. Staffing

The CONSULTANT shall adequately staff the project and shall maintain an appropriate staff after completion of construction to complete the final project closeout. Responsible personnel, thoroughly familiar with all aspects of construction and measurement of the various pay items, shall be available to resolve disputed final pay quantities until the respective contract has been closed out. The qualifications of each person proposed for assignment must be reviewed and approved in writing by CFX. An individual previously approved by CFX whose performance is later determined by CFX to be unsatisfactory shall be replaced by the CONSULTANT within one (1) week after notification.

Personnel identified in the CONSULTANT's fee proposal will be assigned to the construction projects as proposed by the CONSULTANT and are considered by CFX to be committed to performing services under the CONSULTANT's Agreement. Any changes will require written approval of CFX.

When the contractor's operations on a project diminish, the CONSULTANT shall reduce the number of its personnel assigned to that project, as appropriate. Any adjustment of the CONSULTANT forces as recommended by CFX will be accomplished within one (1) week after notification.

In the event of a construction contract suspension which requires the removal of CONSULTANT forces from the project, the CONSULTANT will be allowed up to a maximum of ten (10) days to demobilize, relocate, or terminate such forces.

D. Licensing for Equipment Operation

The CONSULTANT will be responsible for obtaining proper licenses for equipment and personnel operating equipment when licenses are required. Licensing of surface moisture/density (nuclear) gauges shall be obtained through the State of Florida Department of Health, Bureau of Radiation Control, Radio Active Materials Section. Only nuclear density inspectors approved by the FDOT shall be authorized to operate surface moisture/density gauges.

E. Personnel Training and Experience Standards

The following are the minimum training and experience standards for CONSULTANT personnel. In the event a position and/or description is not provided below, use the current FDOT CEI Scope of Services for minimum training and experience standards for CONSULTANT personnel.

1. Resident Engineer/Sr. Project Engineer

Registration by the Florida State Board of Engineer Examiners as a Professional Engineer and ten (10) years of highway construction engineering experience. Experience shall include at least five (5) years of major bridge construction and at least five (5) years of roadway construction. Qualifications include the ability to communicate effectively and actively direct a highly complex and specialized construction engineering administration and inspection program; plan and organize the work of subordinate staff members; consult with CFX's Director of Construction and his staff; develop and review policies, methods, practices and procedures; review the program for conformity with FDOT standards and as amended by CFX. The Resident Engineer must be able to interpret and monitor scheduled construction progress; must be qualified to manage field changes, change orders, claims and public complaints.

2. Project Engineer/Project Administrator

A Civil Engineering Degree plus six (6) years of highway construction engineering experience; or ten (10) years of responsible highway construction engineering experience. Experience shall include at least two (2) years of major bridge construction. Receives general instruction regarding assignments and is expected to exercise initiative and independent judgment in solution of work problems. Directs and assigns specific tasks to inspectors and assistants for all phases of the construction project. A master's degree may be substituted for one (1) year of experience.

3. Office Engineer/Contract Support Specialist

High school graduate plus five (5) years construction project related experience. Should exercise independent judgment in planning work details and making technical decisions related to office aspects of the project. Receives general supervision and verbal instructions from Resident Engineer. Must be able to interpret project drawings and technical specifications, organize and summarize construction quantities, and perform computer data entry. Must have technical skill to maintain As-Built (record) drawings.

4. Senior Inspector (Roadway/Bridge)

High School graduate plus eight (8) years of experience in construction inspection (four (4) years of which shall have been in roadway/bridge construction). Responsible for performing highly complex technical assignments in field surveying and construction layout, making and checking engineering computations, inspecting construction work and conducting field tests. Work is performed under general supervision of Project Engineer.

VI. ITEMS TO BE FURNISHED BY CFX TO THE CONSULTANT

The following printed documents, facilities, equipment and services are furnished by CFX, either directly or as provided by the Contractor on selected construction projects.

A. Project Construction Contract.

B. Project Construction (Design) Drawings.

C. Project Supplemental Specifications.

D. Project Special Provisions.

E. R.O.W. Drawings, geotechnical reports, permits and similar documents.

F. Copy of the original plan quantities project computation manual and/or supporting pay item quantity documentation

G. CFX Construction Project Administration Procedures.

H. CFX standardized forms to be used with documentation and reporting procedures.

It is the intent of CFX to provide sufficient office space to accommodate the CONSULTANT's staff during the duration of the assigned construction project. However, if CFX is unable to provide space at any time during the term of the Agreement, the CONSULTANT shall secure the necessary office space to effectively carry out the requirements of this Scope of Services. CFX will reimburse the CONSULTANT for such office expenses based on costs and fees as provided in the Method of Compensation.

VII. ITEMS TO BE FURNISHED BY THE CONSULTANT

The CONSULTANT shall furnish the quantity of the following items required to effectively perform the work and services required. Except as stated herein, these items are considered normal and incidental to the type of services provided and will not be reimbursed by CFX unless specifically detailed in the costs and fees as provided in the Method of Compensation.

A. FDOT Standard Specifications for Road and Bridge Construction, edition required by contract documents.

B. FDOT Roadway and Traffic Design Standards, edition required by contract documents.

C. FDOT Structures Design Standards, current edition.

D. FDOT Construction Manual, current edition.

E. FDOT Materials Sampling, Testing and Reporting Guide, current edition.

F. FDOT Qualified Products Listing, current edition.

G. FDOT Utility Accommodation Guide, current edition.

H. FDOT Inspection-In-Depth of the Materials and Construction Control Process Manual, current edition.

I. FDOT Basis of Estimates and Computation Manual, current edition.

J. FDOT Sample Computation Manual, Final Estimate Preparation Short Course, and Carter Key Manual, current edition.

K. FDOT Guidelines for Determination of Compliance with Equal Employment Opportunity Policies, current edition.

L. Testing and sampling supplies such as disposable molds for casting concrete cylinders, sample cartons, sample bags, sample cans and other expendable type testing supplies.

M. Testing and sampling equipment, tools, hand levels, measuring wheels, tapes, rules, protective and warning equipment, and all other required devices to effectively perform the services of testing, sampling, inspection and measurement of the project.

N. Miscellaneous office supplies and accommodations, such as stationery, rubber stamps, engineering rules, pads, pens, daily diaries, survey books, staplers, punches, electronic calculators, adding machines, tape recorder, mail box, postal fees, and any other items

necessary to maintain an office.

O. Project vehicles for CFX related business. Documentation of mileage for CFX related business will be required.

P. Project telephones and services, including long distance charges.

Q. Surface moisture/density (nuclear) gauges, CEI personnel qualification and registration fees, licenses, personnel badges, safety restrictions, carrying lockers, and security systems.

R. Progress photographs, videos, project claim documentation, and expenditures directed by CFX's representatives.

S. Applicable software to calculate Monthly Project Progress Estimates in a format acceptable to CFX and all other software packages determined by CFX to be essential to the execution of the Agreement.

T. Any additional equipment and furnishings considered by the CONSULTANT to perform the required services are optional to the CONSULTANT, at his expense.

VIII. LIAISON

The CONSULTANT shall be fully responsible for performing all tasks assigned under this Scope of Services and interrelated documents on the construction project. All activities and decisions of the CONSULTANT relating to the projects shall be subject to review and approval by CFX. The CONSULTANT shall provide and maintain close coordination and support of all activities, correspondence, documentation, reports and other communication related to construction progress, delays, changes, claims, and significant events, whereby CFX may carry out its responsibilities.

The CONSULTANT will be kept advised of project pre-bid and post-bid activities. Upon confirmation of award of the construction contract and scheduled start of construction, the CONSULTANT shall be ready to assign personnel within two weeks after CFX's notification to the CONSULTANT to begin CEI services. No personnel shall be assigned until written notification has been issued.

Construction Engineering and Inspection forces will generally be required of the CONSULTANT at all times while the contractor is working on the construction contract where traffic is being or could be impacted. The Resident Engineer will designate his responsible alternate at times he may be absent from the project. If the construction contract is suspended, or the work is slowed for any reason, the CONSULTANT's forces will be adjusted at the direction of CFX.

IX. COOPERATION AND PERFORMANCE OF THE CONSULTANT

During the life of the Agreement, CFX may conduct reviews of the various phases and stages of the CONSULTANT's operations, such as construction inspection, materials sampling and testing, and administrative activities.

Reviews will be conducted in accordance with established CFX policies on work phases to determine compliance with this agreement, and the sufficiency with which procedures are being effectively applied to verify that the construction work and administration activities are performed in reasonable conformity with policies, plans, specifications, and contract provisions. The CONSULTANT shall cooperate and assist CFX's representative in the conduct of the reviews.

When deficiencies are indicated in a review, remedial action shall be immediately implemented by the CONSULTANT in conformance with CFX's recommendations. CFX's remedial recommendations and the CONSULTANT's actions will be documented by CFX. In general, remedial action shall be required commensurate with the degree and nature of the deficiencies cited. Additional compensation will not be allowed for remedial action taken to correct deficiencies by the CONSULTANT. Remedial actions may include any or all of, but are not necessarily limited to, the following actions:

A. Further subdivide assigned inspection responsibilities, re-assign inspection personnel or assign additional inspection personnel. The CONSULTANT will comply with this action within forty-eight (48) hours of notification.

B. Replace personnel whose performance has been determined by CFX to be inadequate.

C. Increase the frequency of the project control testing immediately in the appropriate phase of work when such is the responsibility of the CONSULTANT.

D. Increase the scope and frequency of training conducted by the CONSULTANT.

X. SUBCONSULTANT SERVICES

Services assigned to subconsultants must be approved in advance by CFX in accordance with the Contract requirements. The subconsultants must be qualified by CFX to perform all work assigned to them.

In the event services of a subconsultant are authorized, the CONSULTANT shall obtain a schedule of rates and CFX shall review and must approve any rates to be paid to the subconsultant. No subconsultant shall be added with out the prior written authorization of the Director of Construction. No subconsultant shall be added with projected fees over $25,000.00 without documented prior authorization of CFX Board.

XI. OTHER SERVICES

The CONSULTANT will, upon written authorization by CFX, perform any additional services not otherwise identified in the Agreement as may be required in connection with the project. The following items are not included as part of the Agreement but may be required to supplement the CONSULTANT's services under the Agreement.

A. The CONSULTANT will, upon review, approval, and written authorization by CFX, make such changes and revisions to the plans and specifications as may be required in order to complete the construction activities.

B. The CONSULTANT will, upon written request by CFX, provide qualified engineers and/or engineering technicians to serve as engineering witnesses, provide exhibits, and otherwise assist in any litigation or hearings in connection with the construction contract(s).

XII. POST CONSTRUCTION CLAIMS REVIEW

In the event the contractor for the project submits a claim for additional compensation and/or time, and the CONSULTANT has completed the terms of its Agreement with CFX, the CONSULTANT shall, at the written request from CFX, analyze the claim, prepare a recommendation to CFX covering validity and reasonableness of charges and/or assist in negotiations leading to settlement of the claim. Compensation will be separately reimbursed by a supplement to the Agreement.

END OF SCOPE

CONSENT AGENDA ITEM
#7

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*
Director of Procurement

DATE: July 20, 2025

SUBJECT: Approval of Contract Award to Sema Construction, Inc. for Lake Needham Bridge Compaction Grouting
Project No. 516-237C, Contract No. 002243

An Invitation to Bid for the above referenced project was advertised on June 15, 2025. Two (2) responses were received by the July 16, 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.	Sema Construction, Inc.	$2,538,465.00
2.	Southern Road & Bridge, LLC	$2,798,159.00

The engineer's estimate for this project is $2,676,896.00 and $3,500,000.00 is included in the Five-Year Work Plan.

The work to be performed includes providing all labor, materials, equipment and incidentals necessary to complete CFX's Subsurface Compaction Grouting Program.

Board award of the contract to Sema Construction, Inc. in the amount of $2,538,465.00 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
Glenn Pressimone, PE
Chief of Infrastructure

CONTRACT



AND

SEMA CONSTRUCTION , INC.

LAKE NEEDHAM BRIDGE
COMPACTION GROUTING

PROJECT NO. 516-237C, CONTRACT NO. 002243

CONTRACT AMOUNT: $2,538,465.00

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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

FOR

LAKE NEEDHAM BRIDGE COMPACTION GROUTING

PROJECT NO. 516-237C, CONTRACT NO. 002243

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CONTRACT

This Contract No. 002243 (the "Contract"), is made and entered into by the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, hereinafter called "CFX" and SEMA CONSTRUCTION , INC., of 7417 TPC Blvd., Orlando, FL. 32822, 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. 516-237C, Contract No. 002243, Lake Needham Bridge Compaction Grouting, 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 $2,538,465.00.

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, The 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 14th day of August 2025, and Sema Construction , Inc., signing through its undersigned signatory authorized to execute same.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Aneth Williams
Print Name

DATE: _____

SEMA CONSTRUCTION , 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

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CENTRAL FLORIDA EXPRESSWAY AUTHORITY

GENERAL SPECIFICATIONS

SECTION 1 - ABBREVIATIONS AND DEFINITIONS

1.1 General

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

1.2 Abbreviations

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

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

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

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

1.3 Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.3.55 **State** - State of Florida

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

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

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

1.3.59 **Substantial Completion** - The completion of all pay item Work in 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 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: July 24, 2025

SUBJECT: Approval of Contract Award to S & D Industrial Painting, Inc. for
SR 417 & SR 408 Concrete Coatings
Project No. 599-770, Contract No. 002245

An Invitation to Bid for the above referenced project was advertised on June 22, 2025. Six (6) responses were received by the July 24, 2025 deadline.

Bid results were as follows:

	Bidder	Bid Amount
1.	J. Mori Painting Inc.	$2,130,644.99
2.	S & D Industrial Painting, Inc.	$2,265,231.58
3.	Southern Road & Bridge, LLC	$2,556,970.70
4.	Titan Construction Management LLC	$3,502,146.65
5.	Gulf Coast Contracting, LLC	$3,541,591.50
6.	Omega Coatings & Construction, LLC	$4,181,180.64

The engineer's estimate for this project is $4,443,337.34 and $4,675,000.00 is included in the Five-Year Work Plan.

The low bidder was deemed non-responsive to the bidding requirements.

The work to be performed includes providing all labor, materials, equipment, and incidentals necessary for the cleaning and application of coatings for walls, barrier walls and bridges.

Board award of the contract to S & D Industrial Painting, Inc. in the amount of $2,265,231.58 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

S & D INDUSTRIAL PAINTING, INC.

SR 417 & SR 408 CONCRETE COATINGS

PROJECT NO. 599-770, CONTRACT NO. 002245

CONTRACT AMOUNT: $2,265,231.58

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 417 & SR 408 CONCRETE COATINGS

PROJECT NO. 599-770, CONTRACT NO. 002245

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CONTRACT

This Contract No. 002245 (the "Contract"), is made and entered into by the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, hereinafter called "CFX" and S & D INDUSTRIAL PAINTING, INC., of 1575 Rainville Road, Tarpon Springs, FL. 34689, 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. 599-770, Contract No. 002245, SR 417 & SR 408 Concrete Coatings, as detailed in the Contract Documents and any addenda or modifications thereto. Contract time for this project shall be 280 calendar days. The Contract Amount is $2,265,231.58.

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 14th day of August 2025, and S & D Industrial Painting, Inc., signing through its undersigned signatory authorized to execute same.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Aneth Williams
Print Name

DATE: _____

S & D INDUSTRIAL PAINTING, 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

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CENTRAL FLORIDA EXPRESSWAY AUTHORITY

GENERAL SPECIFICATIONS

SECTION 1 - ABBREVIATIONS AND DEFINITIONS

1.1 General

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

1.2 Abbreviations

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

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

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

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

1.3 Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.3.55 **State** - State of Florida

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

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

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

1.3.59 **Substantial Completion** - The completion of all pay item Work in 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 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
#9

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*
Director of Procurement

DATE: July 20, 2025

SUBJECT: Approval of Supplemental Agreement Nos. 6 & 7 with TLP Engineering Consultants, Inc. for Design Services for SR 408 Tampa Avenue Interchange Project No. 408-315, Contract No. 001617

Board approval of Supplemental Agreement Nos. 6 and 7 with TLP Engineering Consultants, Inc. in the amount of $1,253,319.96 (SA 6 = $152,237.91 and SA 7 = $1,101,082.05 (Post Design Services)) is requested. The original contract was for five years with five one-year renewals.

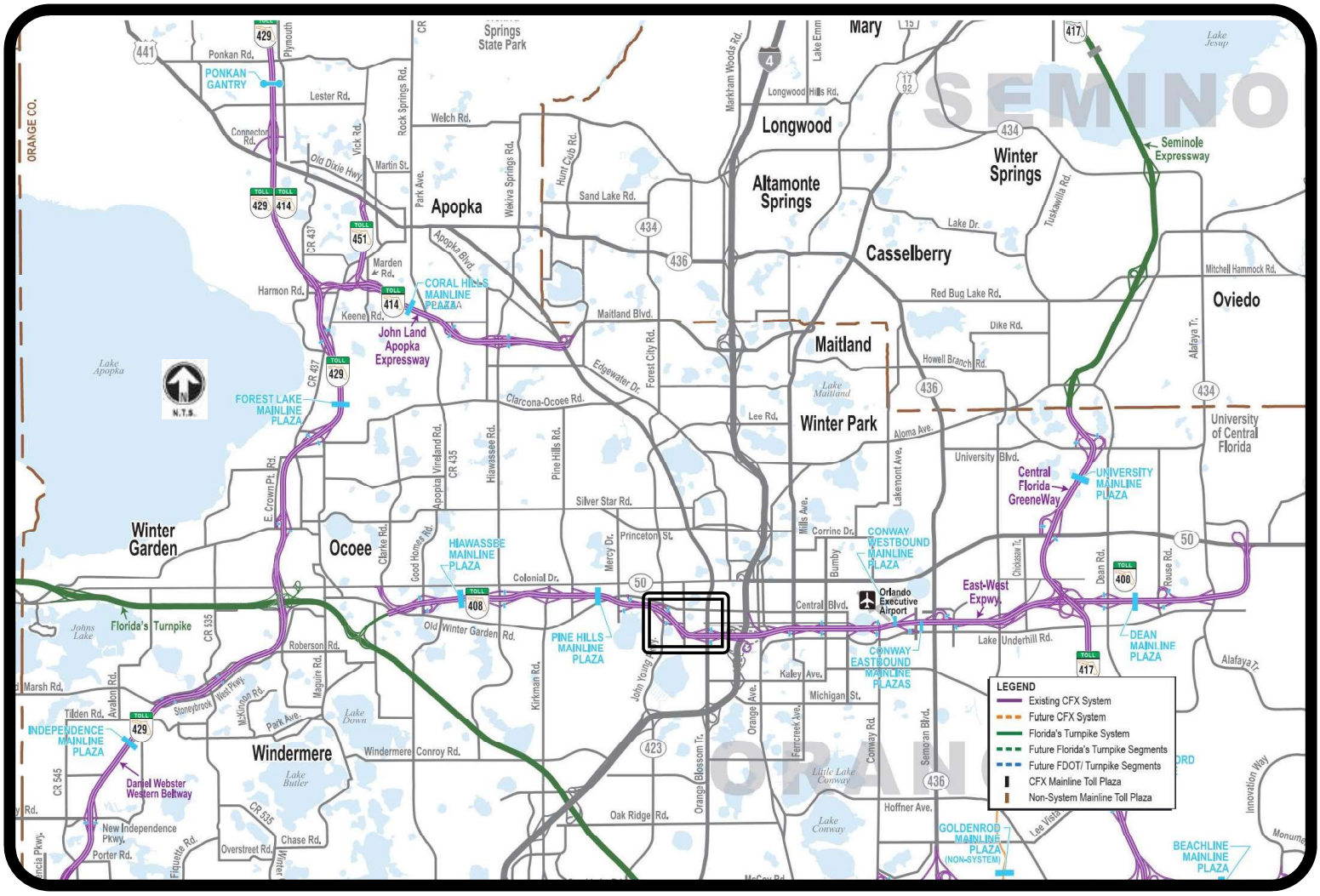
The work to be performed includes additional design services and post design services.

Original Contract	$ 5,600,000.00
Supplemental Agreement No. 1	$ 2,321,436.50
Supplemental Agreement No. 2	$ 0.00
Supplemental Agreement No. 3	$ 364,461.63
Supplemental Agreement No. 4	$ 0.00
Supplemental Agreement No. 5	$ 631,185.07
Supplemental Agreement No. 6	$ 152,237.91
Supplemental Agreement No. 7	$ 1,101,082.05
Total	$10,170,403.16

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

SR 408 Tampa Avenue Interchange (408-315)

Project 408-315
Contract 001617

SUPPLEMENTAL AGREEMENT NO. 7
TO AGREEMENT FOR PROFESSIONAL SERVICES POST DESIGN SERVICES
SR 408 Tampa Avenue Interchange

THIS SUPPLEMENTAL AGREEMENT NO. 7 ("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 TLP Engineering Consultants, Inc., a Florida corporation, ("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 December 6, 2021, Supplemental Agreement No. 2 dated May 24, 2022, Supplemental Agreement No. 3 dated April 13, 2023, Supplemental Agreement No. 4 dated January 22, 2025, Supplemental Agreement No. 5 dated April 16, 2025, and Supplemental Agreement No. 6 being approved concurrently with this Supplemental Agreement No. 7 (collectively, "Agreement").

B. Section 4.24 of the Scope of Services, as defined in the Agreement, and attached to the Agreement as Exhibit "A" provides that after completion of the services outlined therein for Project Number 408-315, 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 July 3, 2025 letter to CFX, which is attached hereto as Exhibit "A" and incorporated herein by reference ("Post Design Services"). Section 4.24 of Exhibit "A" of the Agreement and the Scope of Services, as defined in the Agreement, shall be amended to include the Post Design Services. Exhibit "C" Details of Costs and Fees of the Agreement shall be amended to include the attached Exhibit "C", which shall apply only to invoices for 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 $1,101,082.05.

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. 7: Central Florida Expressway Authority, signing by and through its Director of Procurement, authorized to execute same by Board action on August 14, 2025, and TLP Engineering Consultants, Inc., signing through its undersigned signatory, duly authorized to execute same.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____ Date: _____

Print Name: _____ Title: _____

TLP ENGINEERING CONSULTANTS, INC.

By: _____ Date: July 17, 2025

Print Name: Yassamin M. Myers Title: President

Reviewed and approved as to form for the exclusive reliance of CFX:

By: _____ Date: 07/17/25

Print Name: Cristina T. Berrios Title: Deputy General Counsel

EXHIBIT “A”

Dewberry

Date: July 10, 2025

To: David Falk, PE Director of Engineering

From: Scott Kamien PE, Dewberry PM SMK

Subject: SR 408 Tampa Avenue Interchange Modification
Supplemental Agreement #7
CFX Contract 001617; Project No. 408-315

Comments:

I have reviewed the fee sheet and scope of services submitted by TLP Engineering Consultants on 7/3/2025 for Supplemental Agreement #7. This requested supplemental agreement is for post-design services for this project.

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

$ 684,529.68 TLP as Prime
$ 416,552.37 Total Subconsultant Fees
$ 1,101,082.05 Total Requested

The total manhours 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 $1,101,082.05.

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

cc:

Keith Jackson, PE Dewberry
File

TLP ENGINEERING CONSULTANTS
450 S ORANGE AVE | SUITE 600 | ORLANDO, FL 32801
Tel 407.901.5060 | www.tlpeng.com

July 3, 2025

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

Reference: **CFX Project No. 408-315**
SR 408 Tampa Avenue Interchange
Request for Supplemental Agreement No. 7 (PDS)

Dear Mr. Falk:

Please find attached our Request for Supplemental Agreement No.7 for the above referenced project. This request addresses the effort associated with the Post Design Services for this project.

Please let us know if you have any questions or need anything else at this time to process this request.

Sincerely,

TLP Engineering Consultants, Inc.

Yassi M. Myers, P.E

Senior Project Manager

Copies: Scott Kamien (Dewberry)

Project 408-315
SR 408 Tampa Avenue Interchange
Post-Design Scope of Services (Section 4.24), S.A. #7

4.24 Post Design Services

A. Compensation

The Consultant's compensation for post-design services is being added by this 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 or clarifications.

B. General Support

The Consultant shall support the post-design process as follows:

a) Answer questions relative to the plans, typical sections, quantities and special provisions.
b) Make any necessary corrections to the plans, typical sections, quantities, notes, etc. as may be required.
c) Attend pre-award meeting with Contractor, CFX, and CFX's CEI.

C. Pre-bid Conference

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. Addenda

The Consultant shall prepare any addenda required to clarify the work included in the contract documents. Addenda may be required based on the project inspection with the 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. Field Visits

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 replace the formal construction inspection by CFX's CEI. 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 within five business days of the trip.

F. Plans Revisions

The Consultant shall develop plan revisions when directed by CFX and/or CFX's CEI to document design changes in the contract plans.

G. Shop Drawing Reviews

The Consultant shall review and approve shop drawings from the Contractor for roadway, structural, lighting, FON, signing, signal and drainage elements. This work will include the erection procedure plans, review proposals for substitutions, development of supplemental agreements, and assistance with other engineering services required to facilitate construction of the project. Reviews will be conducted and returned within two weeks from receipt of information.

H. Request for Information

The Consultant shall respond to requests for information from the Contractor and/or CFX's CEI.

I. Meetings

The Consultant shall attend a maximum of three (3) partnering meetings as requested by CFX. The Consultant will also attend progress / coordination meetings as requested by CFX including, but not limited to, the Notice to Proceed meeting.

J. Bridge Load Ratings

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. Geotechnical Engineering

The Consultant shall provide geotechnical engineering services as needed by CFX, relative to pile driving, earthwork, embankment and MSE wall construction.

L. Utilities

The Consultant shall provide utility consulting services as needed by CFX, relative to proposed utility adjustments within the project limits.

M. Record Drawings

The Consultant shall prepare final electronic files with changes made during construction including field changes or revisions as provided by the CEI.

Project 408-315
Contract 001617

SUPPLEMENTAL AGREEMENT NO. 6
TO AGREEMENT FOR PROFESSIONAL SERVICES FINAL DESIGN
SR 408 Tampa Avenue Interchange

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 TLP Engineering Consultants, Inc., a Florida corporation, ("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 December 6, 2021, Supplemental Agreement No. 2 dated May 24, 2022, Supplemental Agreement No. 3 dated April 13, 2023, Supplemental Agreement No. 4 dated January 22, 2025, and Supplemental Agreement No. 5 dated April 16, 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 July 8, 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 $139,588.95 to $5,966,577.11.

   b. The Direct Expenses - Lump Sum (Prime) remains unchanged at $6,420.00.

   c. The Subcontract Items are adjusted upward by $12,648.96 to $3,096,324.00 as follows:

      - TEDS $12,648.96

   d. The Allowance remains unchanged at $0.00.

   e. The Total Maximum Limiting Amount is adjusted upward by $152,237.91 to $9,069,321.11.

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 Board action on August 14, 2025, and TLP Engineering Consultants, Inc., signing through its undersigned signatory, duly authorized to execute same.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____ Date: _____

Print Name: _____ Title: _____

TLP ENGINEERING CONSULTANTS, INC.

By: _____ Date: July 17, 2025

Print Name: Yassamin M. Myers Title: President

Reviewed and approved as to form for the exclusive reliance of CFX:

By: _____ Date: 07/17/25

Print Name: Cristina T. Berrios Title: Deputy General Counsel

EXHIBIT “A”

Dewberry

MEMORANDUM

Date: July 10, 2025

To: David Falk, PE Director of Engineering

From: Scott Kamien, PE, Dewberry PM SMK

Subject: SR 408 Tampa Avenue Interchange Modification
Supplemental Agreement #6
CFX Contract 001617; Project No. 408-315

Comments:

I have reviewed the fee sheet and scope of services submitted by TLP Engineering Consultants on July 8, 2025 for Supplemental Agreement #6. This requested supplemental agreement is to provide professional services to finalize construction plans and bid documents to include resurfacing of westbound SR 408, storm chamber reconfiguration, Carter Road restoration, critical wall lengths and Tampa ramp modifications.

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

$	139,588.95	TLP as Prime
$	12,648.96	Subconsultants
$	152,237.91	Total Requested

The total manhours 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 $152,237.91.

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

cc:

Keith Jackson, PE Dewberry
File

TLP ENGINEERING CONSULTANTS
450 S ORANGE AVE | SUITE 600 | ORLANDO, FL 32801
Tel 407.901.5060 | www.tlpeng.com

July 8, 2025

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

Reference: **CFX Project No. 408-315**
SR 408 Tampa Avenue Interchange
Request for Supplemental Agreement No. 6

Dear Mr. Falk:

Please find attached our Request for Supplemental Agreement No.6 for the above referenced project. This request addresses the effort associated with the recent changes to this project.

Please let us know if you have any questions or need anything else at this time to process this request.

Sincerely,

TLP Engineering Consultants, Inc.

Yassi M. Myers, P.E

Senior Project Manager

Copies: Scott Kamien (Dewberry)

Scope of Services
Supplemental Agreement No. 6

SR 408 Tampa Avenue Interchange
CFX Project No. 408-315, Contract No. 001617

Purpose

The purpose of this Supplemental Agreement is to address the additional effort associated with modifications to this project following recent changes requested by CFX. The following summarizes these changes:

- WB SR 408
    - Add milling and resurfacing of WB SR 408 mainline, WB on-ramp from Orange Blossom Trail (OBT) and WB on-ramp from Tampa Avenue per 100% comments. These proposed improvements will need to be added to the Roadway, TTCP, and S&PM plans.
- Tampa Avenue
    - Reconfiguration of proposed drainage chamber system located on the Jones High School property as a result of Right-of-Way acquisition changes. This change will require additional drainage design and plans production efforts.
- Carter Steet, Long Street and Rio Grande Avenue
    - City of Orlando and OUC are developing utility relocation plans for water and sewer along Tampa Avenue and Carter Street. The utility relocation plans will be included as utility work by highway contractor (UWHC). This proposed work will require changes to the TTCP plans.
    - City of Orlando provided comments to the 100% plans submittal that will require additional drainage analysis and coordination meetings.
- CFX 408-315A project has revised the TCP design based on recent changes that will require closure of the EB On-Ramp from OBT and WB Off-Ramp to OBT. These changes will require updates to the TTCP plans.
- CFX has implemented new guidelines regarding temporary critical wall designation for proximity of traffic loading (H vs H/2).
- CFX has implemented the latest FDOT specifications for loading rating criteria. This will require beam strengthening measures to be developed.
- CFX 408-315A project coordination required sign changes to structures OC-1, OC-2, OT-1A, OT-1 for corridor consistency. This will require redesign of the sign foundations.

Scope of Work

The following summarizes the effort to address the above changes in the design and plans and, more specifically, their impact on the pertinent scope items:

4.12 Roadway Design

The following summarizes the roadway effort associated with these tasks:

- Modify WB SR 408, WB on-ramp from OBT, and WB on-ramp from Tampa Avenue design and plans to add milling and resurfacing to this project per CFX direction.
- Modify Carter Street design and plans to change from milling and resurfacing to reconstruction between Rio Grande Avenue and OBT in order to accommodate the City of Orlando and OUC utility relocations.
- Modify roadway pavement quantities with additional milling and resurfacing for WB SR 408, WB on-ramp from OBT, and WB on-ramp from Tampa Avenue.
- Modify roadway pavement quantities for Carter Street between Rio Grande Avenue and OBT.

4.13 Structures Design

The following summarizes the structures effort associated with these tasks:

- Evaluate the effects of CFX temporary critical wall designation for proximity of traffic loading (H vs H/2), potential of wall extension beneath bridge widenings. This will also require two new walls at Tampa Ave for unsuitable soil excavation and Rio Grande for Pier construction.
- Developed beam strengthening details (2 sheets) and Technical Special Provisions (TSP) for beam strengthening in coordination with FDOT Central office.
- Reanalyze 4 noise wall attached sign foundations at OC-1, OC-2, OT-1A, OT-1.
- Update sign details and sign data tables.

4.14 Drainage Design

The following summarizes the drainage effort associated with these tasks:

- Redesign (1) stormwater management facilities (storm chamber system) with associated plan and detail updates.
    - Redesign of stormsewer system along Tampa Avenue and Carter Street to change outfall location into stormchamber
    - Incorporation of a conflict structure, details and associated TSP due to new outfall location along Tampa Avenue
    - Relocation of the stormchamber control structure.

- Update project stormwater master model to address City of Orlando new comments on 100% plans
- Update Summary of Drainage Structure sheets to remove "0" columns per 100% comments
- Storm sewer system revisions to accommodate Carter Street roadway profile (M&R to Reconstruction)
    - Plan, Profile, Drainage Structure Cross Sections, Summary of Drainage Structures, Storm and Spread Tabulations. Etc.

4.15 Roadway Lighting

The following summarizes the lighting effort associated with these tasks:

- Modify Bridge #2 plans and electrical analysis to include box girder lighting for maintenance purposes
- Modify design, quantities, and standard CFX details to incorporate the box girder lighting

4.16 Traffic Engineering

The following summarizes the MOT effort associated with these tasks:

- Modify TTCP design and plans to address the addition of M&R along WB SR 408, WB On-Ramp from OBT, and WB On-Ramp from Tampa Ave.
- Modify TTCP design and plans to address City of Orlando and OUC utility relocations along Carter St. and Tampa Avenue.
- Modify TTCP design and plans to address changes to the 408-315A design requiring closure of the EB On-Ramp from OBT and WB Off-Ramp to OBT.

4.17 Signing and Pavement Marking Plans

The following summarizes the S&PM effort associated with these tasks:

- Modify S&PM design and plans to add pavement markings to WB SR 408, WB on-ramp from OBT, and WB on-ramp from Tampa Avenue.

4.20 Cost Estimates

The following summarizes the effort associated with this task:

- Update Cost Estimate to reflect new project changes.

Project 408-315
Contract 001617

SUPPLEMENTAL AGREEMENT NO. 5
TO AGREEMENT FOR PROFESSIONAL SERVICES FINAL DESIGN
SR 408 Tampa Avenue Interchange

THIS SUPPLEMENTAL AGREEMENT NO. 5 ("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 TLP Engineering Consultants, Inc., a Florida corporation, ("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 December 6, 2021, Supplemental Agreement No. 2 dated May 24, 2022, Supplemental Agreement No. 3 dated April 13, 2023, and Supplemental Agreement No. 4 dated January 22, 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 20, 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 $631,185.07 to $5,826,988.16.

b. The Direct Expenses - Lump Sum (Prime) remains unchanged at $6,420.00.

c. The Subcontract Items remains unchanged at $3,083,675.04.

d. The Allowance remains unchanged at $0.00.

e. The Total Maximum Limiting Amount is adjusted upward by $631,185.07 to $8,917,083.20.

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.

IN WITNESS WHEREOF, the Parties have made and executed this Supplemental No. 5: Central Florida Expressway Authority, signing by and through its Director of Procurement, authorized to execute same by Board action on April 10, 2025, and TLP Engineering Consultants, Inc. signing through its undersigned signatory, duly authorized to execute same.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams Date: 4/16/2025

Print Name: Aneth Williams Title: Director of Procurement

TLP ENGINEERING CONSULTANTS, INC.

By: Date: March 19, 2025

Print Name: Yassmin M. Myers Title: President

Reviewed and approved as to form.

By: Angela J. Wallace Digitally signed by Angela J. Wallace Date: 2025.03.20 08:26:37 -04'00' Date: March 20, 2025

Print Name: Angela J. Wallace Title: General Counsel

Exhibit “A”

Dewberry

MEMORANDUM

Date: March 10, 2025

To: David Falk, PE Director of Engineering

From: Scott Kamien, PE, Dewberry PM SMK

Subject: SR 408 Tampa Avenue Interchange Modification
Supplemental Agreement 5
CFX Contract 001617; Project No. 408-315

Comments:

I have reviewed the fee sheet and scope of services submitted by TLP Engineering Consultants for Supplemental Agreement 5 dated February 20, 2025. This requested supplemental agreement is to provide professional services to finalize construction plans and bid documents based on the City of Orlando's Tampa Avenue Interchange Event Traffic Evaluation Study completed in June 2024. The study removed the Tampa Avenue ramps in both directions resulting in plans changes for roadway and the bridges. Updates also include bridge load ratings and TTCP to include the adjacent 408-315A project.

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

$ 631,185.07 TLP as Prime
$ 631,185.07 Total Requested

The total manhours 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 $631,185.07.

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

cc:

Keith Jackson, PE Dewberry
File

TLP ENGINEERING CONSULTANTS
450 S ORANGE AVE | SUITE 600 | ORLANDO, FL 32801
Tel 407.901.5060 | www.tlpeng.com

February 20, 2025

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

Reference: **CFX Project No. 408-315**
SR 408 Tampa Avenue Interchange
Request for Supplemental Agreement No. 5

Dear Mr. Falk:

Please find attached our Request for Supplemental Agreement No.5 for the above referenced project. This amendment addresses the effort associated with the remaining scope items not covered with the $0 Amendment No. 4 fee transfer.

Please let us know if you have any questions or need anything else at this time to process this request.

Sincerely,

TLP Engineering Consultants, Inc.

Yassi M. Myers, P.E

Senior Project Manager

Copies: Scott Kamien (Dewberry)

Scope of Services
Supplemental Agreement No. 5

SR 408 Tampa Avenue Interchange
CFX Project No. 408-315, Contract No. 001617

Purpose

The purpose of this Supplemental Agreement is to address the additional effort associated with the major changes to this project following recent coordination between CFX and the City of Orlando, prompted by the completion of the City's Tampa Avenue Interchange Event Traffic Evaluation Study in June 2024. The following summarizes these changes:

- Tampa Avenue
  - Remove proposed SR 408 EB on-ramp and WB off-ramp from Tampa Avenue Interchange
  - No improvements along Tampa Avenue except for sidewalk improvements. The ramp signals will be removed
  - Increase the queue length on SR 408 EB off-ramp to Tampa Avenue
  - The proposed milling and resurfacing along Tampa Avenue will remain in the project
- Orange Blossom Trail (OBT)
  - Remove the proposed reconstruction of the SR 408 WB on-ramp from OBT. The existing SR 408 WB on-ramp will remain in its current location
  - Remove the proposed intersection and ramp improvements for the SR 408 WB off-ramp to OBT. This work will be included in the 408-315A project
  - Add separate signal control cabinets for Long Street and Carter Street intersections
- Carter Steet, Long Street and Rio Grande Avenue
  - The proposed sidewalk along these roadways will remain in the project
  - The proposed milling and resurfacing along these roadways will remain in the project

Scope of Work

The following summarizes the effort to address the above changes in the design and plans and, more specifically, their impact on the pertinent scope items:

4.9 Government Agency and Public Meetings

The above changes will require the preparation of several exhibits and coordination with the City of Orlando.

4.11 Utilities

The following summarizes the utility coordination effort associated with these tasks:

- Modify Utility Adjustment Plans
- Perform additional coordination with UAOs
- Update Utility Conflict Matrix
- Identify additional VVH “potholes”

4.12 Roadway Design

The following summarizes the roadway effort associated with these tasks:

- Modify Tampa Avenue design and plans to reflect the changes mentioned above to this roadway
- Modify SR 408 design and plans to remove the ramps mentioned above from this project
- Investigate the feasibility of increasing the queue for the SR 408 EB off-ramp to Tampa Avenue and incorporate it into plans if feasible
- Modify roadway quantities

4.13 Structures Design

The following summarizes the structures effort associated with these tasks:

- Remove already designed Bridge 3 (SR 408 WB Off-Ramp over Rio Grande Avenue), Bridge 4 (SR 408 WB On-Ramp from OBT, and Bridge 5 (SR 408 WB widening over OBT).
- Update Bridge 1 (SR 408 EB widening over Tampa Ave.)
    - Update GP&E for base file revision to remove Tampa Avenue on-ramp and planter wall realignment.
    - Revise approach slab limits for TTCP revisions and impact attenuator alignment.
    - Revise end bent pile spacing for 3D spacing criteria.
    - Adjust end bent reinforcement for pile change.
    - Update foundation layout for base file revision to remove Tampa Avenue on-ramp and revised pile spacing.
    - Update pile data table.
    - Update end bent 2R configuration for retaining wall 3A revised limits.
    - Perform beam strengthening design and detailing for existing AASHTO girders not meeting LRFD shear ratings.

- Update the prestressed beam data table.
- Perform new load ratings for beam strengthening.
- Update the Load Rating Summary sheet for new load ratings.
- Update construction sequence sections, superstructure sections, and typical section for the addition of new ITS fiber optic cable in the outer beam bay.
- Update bar lists for revisions listed herein.

- Update Bridge 3 (SR 408 EB over Rio Grande Ave)
  - Rename and renumber all sheets to Bridge 3 designation.
  - Update GP&E for base file revision to remove Tampa Avenue on-ramp and planter wall realignment, associated planter walls 5 & 6/7, and retaining wall 4 revised limits.
- Update Bridge 2 (SR 408 EB off-ramp to OBT)
  - Update GP&E for base file revision to remove Tampa Avenue on-ramp and planter wall realignment, revised walls 3A/3B, and planter walls 2 &4.
  - Revise Pier 2 footing alignment to remove the skew to Tampa Avenue to optimize TTCP on Tampa Avenue and eliminate phases.
  - Update foundation layout for base file revision to remove Tampa Avenue on-ramp, planter wall realignment, revised walls 3A/3B and planter walls 2 &4, and revised footing alignment.
  - Reanalysis of Pier 2 for footing realignment.
  - Remodel Bridge 2 for updated 2024 code checks, reconfigure of intermediate external diaphragms to all be full depth.
  - Update connections for full depth diaphragms (end & intermediate).
- Update Bridge 5 (SR 408 EB widening over OBT)
  - Update GP&E to remove WB widening, old retaining walls 11, 12 & 13, old planter walls 10, 11, 12, 13 & 14.
  - Update foundation layout for base file revision to remove WB widening, old retaining walls 11, 12 & 13, old planter walls 10, 11, 12, 13 & 14.
  - Perform beam strengthening design and detailing for existing AASHTO girders not meeting LRFD flexure and shear ratings.
  - Update the prestressed beam data table.
  - Perform new load ratings for beam strengthening.
  - Update the Load Rating Summary sheet for new load ratings.
  - Remove all WB widening sheets and revise all notes and details to remove references.
  - Revise bar lists for removal of WB widening.

- Update Bridge Index, Summary of Quantities, and General notes for the changes listed above.
- Renumber bridge sheets, and finalize all bridge plans.
- Remove old retaining walls 7, 8, 9, 10, 11, 12 & 13.
- Realign, reconfigure and reanalyze retaining walls 1, 2, 3 & 4.
- Revise soldier pile wall designs, add new soldier pile walls at wall 1, wall 4, wall 9.
- Add new MSE wall at wall 3B, wall 5.
- Remove old planter walls 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 & 20. Renumber the remaining.
- Realign, reconfigure and reanalyze planter walls 2, 4 & 5 (all walls updated for economy).
- Update Wall Index, Summary of Quantities, General Notes and Details for the changes listed above.
- Revise temporary critical walls and renumber TCW-1 through TCW-10.
- Reanalyze new and modified signal mast arms at Carter/Rio Grande (2), Long/OBT (2), Carter/OBT (1).
- Redesign 3 new cantilever sign configurations, OC-1, OC-2, OC-4.
- Redesign 2 new span sign configurations.
- Reanalyze 5 noise wall attached sign foundations at OC-1, OC-2, OT-1A (2), OT-1.
- Update sign details and mast arm and sign data tables.

4.16 Traffic Engineering

The following summarizes the MOT effort associated with these tasks:

- Modify TTCP design and plans to address changes to project.
- Modify TTCP design and plans to address 408-315A project to be let with this project.
- Coordinate with 408-315A designers.

4.17 Signing and Pavement Marking Plans

The following summarizes the S&PM effort associated with these tasks:

- Modify S&PM design and plans to address changes to the project.
- Redesign guide signs per latest CFX guidelines
- Coordinate signing plan with CFX/City of Orlando.

4.20 Cost Estimates

The following summarizes the effort associated with this task:

- Update Cost Estimate to reflect new project changes.

Project 408-315
Contract 001617

SUPPLEMENTAL AGREEMENT NO. 4

TO

AGREEMENT FOR PROFESSIONAL SERVICES

FINAL DESIGN

SR 408 Tampa Avenue Interchange

THIS SUPPLEMENTAL AGREEMENT NO. 4 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 TLP ENGINEERING CONSULTANTS, 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 11, 2020, as amended or supplemented by that certain Supplemental Agreement No. 1 between CFX and CONSULTANT dated December 6, 2021, as amended or supplemented by that certain Supplemental Agreement No. 2 between CFX and CONSULTANT dated May 24, 2022, and as amended or supplemented by that certain Supplemental Agreement No. 3 between CFX and CONSULTANT dated April 13, 2023 (collectively, "Agreement"); and

WHEREAS, Articles 2.0 and 11.0 of the Agreement provide that in the event that CFX elects to add, delete or change 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 December 5, 2024 letter to CFX, which is attached hereto as Exhibit "A" and incorporated herein by reference ("Additional Services"). Exhibit "A" of the Agreement and the Scope of Services, as defined in the Agreement, shall be amended to include the Additional Services.
2. Exhibit "B" Method of Compensation of the Agreement is hereby amended as follows:
    a. The Salary Related Costs are adjusted upward by $273,499.20 to $5,195,803.09.
    b. The Direct Expenses - Lump Sum (Prime) remains unchanged at $6,420.00.
    c. The Subcontract Items are adjusted downward by $273,499.20 to $3,083,675.04 as follows:

• DRMP	($186,110.85)
• TEDS	$94,444.19
• Tierra	($146,337.72)
• Ardaman	($35,494.82)

    d. The Allowance remains unchanged at $0.00.

e. The Total Maximum Limiting Amount remains unchanged at $8,285,898.13.

3. Exhibit “C” Details of Costs and Fees of the Agreement is hereby amended to increase the Class I Classification Rate Maximums as outlined in the attached Exhibit “C”.

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

IN WITNESS WHEREOF, the parties have made and executed this Supplemental Agreement: CENTRAL FLORIDA EXPRESSWAY AUTHORITY, signing by and through its Director of Procurement, authorized to execute same and TLP ENGINEERING CONSULTANTS, INC. signing through its President, duly authorized to execute same.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams Date: 1/22/2025

Print Name: Aneth Williams Title: Director of Procurement

TLP ENGINEERING CONSULTANTS, INC.

By: Date: January 17, 2025

Print Name: Yassamin M. Myers, PE Title: 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: 2025.01.17 18:21:05 -05'00' Date: January 17, 2025

Print Name: Angela J. Wallace Title: General Counsel

Exhibit “A”

Dewberry

MEMORANDUM

Date: January 3, 2025

To: David Falk, PE CFX Manager of Engineering

From: Scott Kamien, PE, Dewberry PM SMK

Subject: SR 408 Tampa Avenue Interchange Modification
Supplemental Agreement #4
CFX Contract 001617; Project No. 408-315

Comments:

I have reviewed the fee sheet and scope of services submitted by TLP Engineering Consultants for Supplemental Agreement 4 dated December 5, 2024. This requested supplemental agreement is to provide professional services to update construction plans and bid documents for changes requested by the City of Orlando's Tampa Avenue Interchange Event Traffic Evaluation, primarily the removal of the Tampa ramps.

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

$	273,499.20	TLP increase in Prime fee
$	94,444.19	TEDS subconsultant increase in fee
($	35,494.82)	Ardaman subconsultant reduction in fee
($	186,110.85)	DRMP subconsultant reduction in fee
($	146,337.72)	Tierra subconsultant reduction in fee
$	0.00	Total Requested Contract Amendment

The total manhours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this agreement for $0.00. Transfer letters from each subconsultant listed are attached.

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

cc:

Keith Jackson, PE Dewberry
File

TLP ENGINEERING CONSULTANTS
450 S ORANGE AVE | SUITE 600 | ORLANDO, FL 32801
Tel 407.901.5060 | www.tlpeng.com

December 5, 2024

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

Reference: **CFX Project No. 408-315**
SR 408 Tampa Avenue Interchange
Request for Supplemental Agreement No. 4

Dear Mr. Falk:

Please find attached our Request for Supplemental Agreement No. 4 for the above referenced project. The changes to this project will reduce the effort required to complete this project for some disciplines while increasing it for others. To ensure this remains a $0 amendment, we are including only a select number of scope items. The effort associated with the remaining scope items; Governmental Agencies, Roadway Design, Structures Design, Traffic Engineering, and Signing/Pavement Marking, will be addressed in the upcoming Request for Supplemental Agreement No. 5.

Please let us know if you have any questions or need anything else at this time to process this request.

Sincerely,

TLP Engineering Consultants, Inc.

Yassi M. Myers, P.E

Senior Project Manager

Copies: Scott Kamien (Dewberry)

SA #4 Budget Reduction Letters

CFX 408-315 Contract No. 001617
Design Fee Proposal

941 Lake Baldwin Lane, Orlando, Florida 32814
Phone: 407.896.0594 | 1.833.811.3767
www.DRMP.com

Contract No. 001617

December 6, 2024

DRMP Job #: 19-0650.000

Yassi Myers, PE
TLP Engineering Consultants
450 S Orange Avenue, Suite 600
Orlando, FL 32801

Subject: CFX 408-315, SA #4, Revised SR 408 Tampa Avenue Interchange Design
Revised Maximum Limiting Amount Design Budget (Excludes Survey)

Dear Ms. Myers:

The purpose of this letter is to verify that we anticipate requiring a maximum limiting amount design budget of $103,428.43 to complete our remaining ITS and Structures scope items and advance our design and plans to the bid submittal. As such, our current remaining design budget of $289,539.28 may be reduced by an amount of $186,110.85, and these funds reallocated elsewhere. If you have any questions, please do not hesitate to contact us.

Sincerely,
DRMP, Inc.

Megan E. Mott

Megan Mott, PE
Structures Division Leader

CC: Nick DeVito, TJ Lallathin

TIERRA

December 4, 2024

TLP Engineering Consultants, Inc.
450 S. Orange Avenue, Suite 450
Orlando, Florida 32801

Attn: Ms. Yassi Myers, P.E.

RE: SR 408 Tampa Avenue Interchange
Geotechnical and Contamination Design Services Status Update
CFX Contract No.: 001617
TLP Project No.: T201909
Tierra Project No.: 6511-20-173

Ms. Myers:

Tierra, Inc. is currently performing the required geotechnical and contamination services for the above referenced project. Tierra is estimating $40,367.21 additional fees to take the project to completion. Tierra has a budget of $186,704.93 remaining.

This results in a difference of $146,337.72 which is available to be re-allocated by TLP and CFX.

Please contact our office should you have any questions or desire additional assistance.

Sincerely,
TIERRA, INC.

Marc Novak, P.E.
Senior Geotechnical Engineer

Ardaman & Associates, Inc.

Geotechnical, Environmental and
Materials Consultants

December 2, 2024
File No. 20-6395

TLP Engineering Consultants, Inc.
450 S Orange Avenue
Orlando, Florida 32801

Attention: Ms. Yassi Myers, P.E.

Subject: SA #4 Budget Reduction
SR 408 Tampa Avenue Interchange
Orlando, Orange County, Florida
CFX Project No. 408-315

Dear Ms. Myers:

The purpose of performing this letter is to verify that we anticipate requiring a maximum limiting amount budget of $31,190.01 in order to complete our remaining geotechnical scope items and advance our correreponding reports through to the bid submittal. As such, our current remaining budget of $66,684.83 may be reduced by an amount of $35,494.82, and these funds reallocated elsewhere.

It is a pleasure assisting you with this matter. If you have any questions, or when we may be of further assistance to you, please do not hesitate to contact us.

C. T. Jewsbury

Colin T. Jewsbury, P.E.
Orlando Branch Manager

CTJ/bls
408-315 SA4 Supplemental Budget Reduction SR 408 and S Tampa Ave.docx (2020 Geo)

SA #4 Scope

CFX 408-315 Contract No. 001617
Design Fee Proposal

Scope of Services
Supplemental Agreement No. 4

SR 408 Tampa Avenue Interchange
CFX Project No. 408-315, Contract No. 001617

Purpose

The purpose of this Supplemental Agreement is to address the additional effort associated with the major changes to this project following recent coordination between CFX and the City of Orlando, prompted by the completion of the City's Tampa Avenue Interchange Event Traffic Evaluation Study in June 2024. The following summarizes these changes:

- SR 408
    - Add way-finding signs per coordination with the City of Orlando
- Tampa Avenue
    - Remove proposed SR 408 EB on-ramp and WB off-ramp from Tampa Avenue Interchange
    - No improvements along Tampa Avenue except for sidewalk improvements. The ramp signals will be removed
    - Increase the queue length on SR 408 EB off-ramp to Tampa Avenue
    - The proposed milling and resurfacing along Tampa Avenue will remain in the project
- Orange Blossom Trail (OBT)
    - Remove the proposed reconstruction of the SR 408 WB on-ramp from OBT. The existing SR 408 WB on-ramp will remain in its current location
    - Remove the proposed intersection and ramp improvements for the SR 408 WB off-ramp to OBT. This work will be included in the 408-315A project
    - Add separate signal control cabinets for Long Street and Carter Street intersections
- Carter Steet, Long Street and Rio Grande Avenue
    - The proposed sidewalk along these roadways will remain in the project
    - The proposed milling and resurfacing along these roadways will remain in the project

Scope of Work

The following summarizes the effort required to address the above changes in the design and plans, as well as their impact on the pertinent scope items. The changes to this project will reduce the effort required to complete it across several disciplines, resulting in a reduction in

scope and corresponding fees. These reductions have been reflected in the fee sheet. It should be noted that the following is not a comprehensive list of impacted scope items but rather selective scope items to ensure this remains a $0 amendment. The effort associated with the remaining scope items; Governmental Agencies, Roadway Design, Structures Design, Traffic Engineering, and Signing/Pavement Marking Plans will be addressed in the upcoming Request for Supplemental Agreement No. 5.

4.10 Environmental Permits

The above changes will require modifications to the existing FDEP permit.

- Attend pre-application meeting with FDEP
- Complete and submit FDEP environmental permit application
- Update wetland dredge & and fill sketches, impacts and cross sections for Pond 3

Revise 2022 Contamination Tech Memo to provide updated regulatory information for new contamination sites that have come online since 2022 and bring report into compliance with newest version of Chapter 20 of the PD&E Manual dated July 2024.

4.11 Utilities

The following summarizes the utility coordination effort associated with these tasks:

- Modify Utility Adjustment Plans
- Perform additional coordination with UAOs
- Update Utility Conflict Matrix
- Perform additional VVH “potholes”

4.14 Drainage Design

The following summarizes the drainage effort associated with these tasks:

- Evaluate options to eliminate the proposed storm chamber system due to the proposed changes
- Redesign three (3) stormwater management facilities (Ponds 1, 3 and storm chamber system)
- Analysis only of 57 existing drainage structures
- Redesign of 71 proposed drainage structures
- Design of 5 new inlets along Tampa Ave.
- Design 1100 ft of new proposed ditch along Tampa Ave. RT from Sta. 708+00 to 719+00

- Update drainage design report, exhibits and appendices
- Update of drainage design plans
- Design of Lake Beardall maintenance of flow

4.15 Roadway Lighting

The following summarizes the lighting effort associated with these tasks:

- Modify lighting along Tampa Ave based on sidewalk improvements
- Modify proposed SR 408 lighting due to removal of ramps to Tampa Ave and other geometry changes
- Modify Long Street lighting limits based on coordination with 408-315A project

4.18 Signalization Plans

The following summarizes the signalization effort associated with these tasks:

- Remove proposed signalization from Tampa Ave. and Long St. intersection.
- Remove proposed signalization from Tampa Ave. and EB Off-Ramp intersection.
- Update signalization design at Carter St. and Rio Grande Ave. intersection.
- Update signalization design at OBT and Long St. intersection.
- Update signalization design at OBT and Carter St. intersection.

Project 408-315
Contract 001617

SUPPLEMENTAL AGREEMENT NO. 3

TO

AGREEMENT FOR PROFESSIONAL SERVICES

FINAL DESIGN

SR 408 Tampa Avenue Interchange

THIS SUPPLEMENTAL AGREEMENT NO. 3 TO AGREEMENT FOR PROFESSIONAL SERVICES FINAL DESIGN ("Supplemental Agreement") is made and entered into this 13th day of April, 2023, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called "CFX", and the consulting firm of TLP ENGINEERING CONSULTANTS, 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 11, 2020, as amended or supplemental by that certain Supplemental Agreement No. 1 between CFX and CONSULTANT dated December 6, 2021, as amended or supplemental by that certain Supplemental Agreement No. 2 between CFX and CONSULTANT dated May 24, 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 February 7, 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 $476,876.86 to $4,922,303.89.
    b. The Direct Expenses - Lump Sum (Prime) remains unchanged at $6,420.00.
    c. The Subcontract Items are adjusted upward by $45,523.85 to $3,357,174.24 as follows:
        - DRMP $45,523.85
    d. The Allowance is adjusted downward by $157,939.08 to $0.00.
    e. The Total Maximum Limiting Amount is adjusted upward by $364,461.63 to $8,285,898.13.
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: Aneth Williams Digitally signed by Aneth Williams Date: 2023.05.15 15:39:59 -04'00'
Aneth Williams, Director of Procurement

TLP ENGINEERING CONSULTANTS, INC.

By: _____
Print Name: Yassamin M. Myers, P.E.
Title: President

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

By: Laura Newlin Kelly Digitally signed by Laura Newlin Kelly Date: 2023.05.10 14:16:45 -04'00'
Diego "Woody" Rodriguez
General Counsel

EXHIBIT A

Contract No. 001617
:

Dewberry

MEMORANDUM

Date:	March 19, 2023
To:	Dana Chester, PE CFX Engineering Project Manager
From:	Scott Kamien, PE, Dewberry PM SK
Subject:	SR 408 Tampa Avenue Interchange Modification Supplemental Agreement 3 CFX Contract 001617; Project No. 408-315

Comments:

I have reviewed the fee sheet and scope of services submitted by TLP Engineering Consultants for Supplemental Agreement 3 dated February 7, 2023. This requested supplemental agreement is to provide professional services to finalize construction plans and bid documents for structural modifications associated with planter walls, noise walls and the development of an aesthetic package.

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

$	476,876.86	WBQ as Prime
$	45,523.85	Total Subconsultant Fees
$	522,400.71	Total Requested

The total manhours 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 $522,400.71.

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

cc:

Keith Jackson, PE Dewberry
File

TLP ENGINEERING CONSULTANTS
450 S ORANGE AVE | SUITE 450 | ORLANDO, FL 32801
Tel 407.901.5060 | www.tlpeng.com

Contract No. 001617

February 7, 2023

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

Ref: **CFX Project No. 408-315**
SR 408 Tampa Avenue Interchange
Updated Request for Supplemental Agreement No. 3

Dear Mr. Chester:

Please find attached our Updated Request for Supplemental Agreement No. 3 for the above referenced project. This supplemental addresses the outcome of the negotiations and mainly addresses the structural effort associated with planter walls, noise walls, implementing aesthetic preferences, etc.

Should you have any questions or need anything else to process this supplemental, please advise.

Sincerely,

TLP Engineering Consultants, Inc.

Yassi M. Myers, P.E.
President

Copies to: Scott Kamien (Dewberry)

SUPPLEMENTAL AGREEMENT NO. 2

TO

AGREEMENT FOR PROFESSIONAL SERVICES

FINAL DESIGN

SR 408 Tampa Avenue Interchange

THIS SUPPLEMENTAL AGREEMENT NO. 2 TO AGREEMENT FOR PROFESSIONAL SERVICES FINAL DESIGN ("Supplemental Agreement") is made and entered into this 24th day of May, 2022, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called "CFX", and the consulting firm of TLP ENGINEERING CONSULTANTS, 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 11, 2020, as amended or supplemental by that certain Supplemental Agreement No. 1 between CFX and CONSULTANT dated December 6, 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 January 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" Method of Compensation of the Agreement is hereby amended as follows:
    a. The Salary Related Costs are adjusted upward by $199,540.96 to $4,445,427.03.
    b. The Direct Expenses - Lump Sum (Prime) remains unchanged at $6,420.00.
    c. The Subcontract Items are adjusted upward by $43,549.93 to $3,311,650.39 as follows:

• TEDS	$23,591.47
• DRMP	$10,376.70
• Ardaman	$9,581.76

    d. The Allowance is adjusted downward by $243,090.89 to $157,939.08.
    e. The Total Maximum Limiting Amount remains unchanged at $7,921,436.50.
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: 2022.05.24 13:14:27 -04'00'
Aneth Williams, Director of Procurement

TLP ENGINEERING CONSULTANTS, INC.

By: _____
Print Name: Yassamin M. Myers, PE
Title: President

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

By: Diego "Woody" Rodriguez Digitally signed by Diego "Woody" Rodriguez Date: 2022.05.24 10:36:25 -04'00'
Diego "Woody" Rodriguez
General Counsel

Dewberry

MEMORANDUM

Date: May 5, 2022

To: Dana Chester, PE CFX Engineering Project Manager

From: Scott Kamien, PE, Dewberry PM SK

Subject: SR 408 Tampa Avenue Interchange Modification
Supplemental Agreement 2
CFX Contract 001617; Project No. 408-315

Comments:

I have reviewed the fee sheet and scope of services submitted by TLP Engineering Consultants for Supplemental Agreement 2 dated January 20, 2022. This requested supplemental agreement is to provide professional services to redesign construction plans and bid documents for signalized intersections at Tampa Avenue. Design effort will include ramp geometry, 4 signal structures, drainage design and the EB ramp toll gantry.

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

$	199,540.96	WBQ as Prime
$	43,549.93	Total Subconsultant Fees
$	243,090.89	Total Requested

The total manhours 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 $243,090.89.

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

cc:

Keith Jackson, PE Dewberry
File

Contract No. 001617
TLP ENGINEERING CONSULTANTS
450 S ORANGE AVE | SUITE 450 | ORLANDO, FL 32801
Tel 407.901.5060 | www.tlpeng.com

January 20, 2022

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

Ref: **CFX Project No. 408-315**
SR 408 Tampa Avenue Interchange
Revised Request for Supplemental Agreement No. 2

Dear Mr. Chester:

Please find attached our Revised Request for Supplemental Agreement No. 2 incorporating the outcome of the negotiations for the above referenced project. This supplemental addresses the effort associated with replacing the roundabouts along Tampa Avenue with signalized intersections.

Should you have any questions or need anything else to process this supplemental, please advise.

Sincerely,

TLP Engineering Consultants, Inc.

Yassi M. Myers, P.E.
President

Copies to: Scott Kamien (Dewberry)

Scope of Services
Supplemental Agreement No. 2

SR 408 Tampa Avenue Interchange
CFX Project No. 408-315, Contract No. 001617

Purpose

The purpose of this Supplemental Agreement is to address the additional effort associated with redesigning the Tampa Avenue Interchange at SR 408. The redesign will replace the proposed roundabouts with signalized intersections at the SR 408 ramps as requested by the City of Orlando.

Scope of Work

The following addresses the effort to address the above change with design and plans and more specifically its impact to the pertinent scope items:

4.5 Geotechnical Investigation

The following summarizes the effort associated with this task:

- Miscellaneous Structures
    - Four (4) additional borings for new signal mast arm locations

A boring location will be developed and submitted for approval. Once approved, borings will be staked in the field. Utility clearances will be obtained through Sunshine State One Call and in coordination with the project SUE.

The results of the borings will be drafted, and the appropriate level of laboratory testing performed to support the analyses and define the soil conditions present. Geotechnical analyses will be performed and recommend parameters and information will be provided to the design team for structural analyses. The geotechnical evaluations and recommendations will be presented in the geotechnical reports.

4.9 Governmental Agency and Public Meetings

This task involves two (2) meetings with CFX and the City of Orlando and additional coordination with the City of Orlando to discuss the new concept replacing the roundabouts with signalized intersections.

4.12 Roadway Design

The following summarizes the effort associated with this task:

- Re-design geometrics for

  - Tampa Avenue from Carter Street to West South Street
  - EB Ramp to Tampa Avenue from SR 408
  - EB Ramp from Tampa Avenue to SR 408
  - WB Ramp from Tampa Avenue to SR 408
  - Long Street from Tampa Avenue to WB Ramp to Tampa Avenue from SR 408
- Update the following plans to reflect the new Tampa Avenue Interchange layout:
  - Typical Sections
  - Plan Sheets
  - Profiles Sheets
  - Ramp Terminal Sheets
  - Cross Sections

4.13 Structures Design

The following summarizes the effort associated with this task:

- Design of four (4) new signal mast arms.
  - Two (2) mast arms at WB On-Ramp from Tampa/Long Street Intersection
  - Two (2) mast arms at EB Off-Ramp to Tampa/EB On-Ramp from Tampa Intersection

4.14 Drainage Design

The following summarizes the effort associated with this task:

- Redesign three (3) stormwater management ponds (Ponds 1, 2 and 3)
- Stormdrain analysis of 40 existing and proposed drainage structures (off ramp from SR 408 EB to Tampa Ave., on ramp from Tampa Ave. to SR 408 EB, off ramp from SR 408 WB to Tampa Ave. & Long St., on ramp from Tampa Ave. to SR 408 WB, Tampa Ave.).
- Redesign 1600 ft of new proposed ditches between mainline and Tampa Ave. on/off ramps, between EB mainline MSE walls and ROW
- Update Drainage Design Report and appendices based on Tampa Ave. changes
- Update the following plans to reflect the new Tampa Avenue Interchange layout:
  - Drainage Maps
  - Summary of Drainage Structures
  - Pond Detail Sheets
  - Drainage Detail Sheet
  - Pond Cross Section Sheets

4.16 Traffic Engineering

The following summarizes the effort associated with this task:

- Redesign the Maintenance of Traffic for the Tampa Avenue Interchange at SR 408 to address the new proposed signalized intersection improvements.
- Update the Temporary Traffic Control Plan Sheets.

4.17 Signing and Pavement Marking Plans

The following summarizes the effort associated with this task:

- Redesign proposed signing and pavement marking for:
    - Tampa Avenue from Carter Street to West South Street
    - EB Off-Ramp to Tampa Avenue
    - EB On-Ramp from Tampa Avenue
    - Long Street at Tampa Avenue
    - WB On-Ramp from Tampa Avenue
    - WB On-Ramp from Tampa/Long Street Intersection
    - EB Off-Ramp to Tampa/EB On-Ramp from Tampa Intersection
- Update Signing and Pavement Marking Plans to reflect the redesign efforts stated above.

4.18 Signalization Plans

The following summarizes the effort associated with this task:

- Design traffic and pedestrian signalization at two (2) intersections
    - WB On-Ramp from Tampa/Long Street Intersection
    - EB Off-Ramp to Tampa/EB On-Ramp from Tampa Intersection
- Develop Signalization Plans for the two (2) proposed signalized intersections

4.23 Toll Plazas

The following summarizes the effort associated with this task:

- Due to the realignment of the EB On-Ramp from Tampa Avenue, redesign the AET gantry layout on the ramp.

SUPPLEMENTAL AGREEMENT NO. 1

TO

AGREEMENT FOR PROFESSIONAL SERVICES

FINAL DESIGN

SR 408 and Tampa Avenue Improvements (408-315)

THIS SUPPLEMENTAL AGREEMENT NO. 1 TO AGREEMENT FOR PROFESSIONAL SERVICES POST DESIGN SERVICES ("Supplemental Agreement") is made and entered into this 6th day of December, 2021, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, an agency of the State of Florida, hereinafter called "CFX" and the consulting firm of TLP ENGINEERING CONSULTANTS, INC., a Florida corporation, hereinafter called the "CONSULTANT."

WHEREAS, CFX and CONSULTANT entered into that certain Agreement for Professional Services dated June 11, 2020; and

WHEREAS, Articles 2.00 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, the compensation to be paid to the CONSULTANT shall be subject to adjustment as shall be mutually agreed upon by CFX and CONSULTANT pursuant to this Supplemental Agreement.

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

1. CFX hereby authorizes the CONSULTANT to proceed with the additional design services required as outlined in the correspondence to CFX dated September 16, 2021, 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 $1,367,511.67 to $4,245,886.07.
    b. The Direct Expenses - Lump Sum (Prime) remains unchanged at $6,420.00.
    c. The Subcontract Items are adjusted upward by $953,924.83 to $3,268,100.46 as follows:
        - DRMP $745,496.53
        - Tierra $208,428.30
    d. The Allowance remains unchanged at $401,029.97.
    e. The Total Maximum Limiting Amount is adjusted upward by $2,321,436.50 to $7,921,436.50.

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

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

executed the day and year first above written.

CENTRAL FLORIDA

EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Date: 2021.12.06 08:28:55 -05'00'

Aneth Williams, Director of Procurement

TLP ENGINEERING CONSULTANTS, INC.

By: _____

Print Name: Yassamin M. Myers, P.E.

Title: President

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

By: Diego "Woody" Rodriguez Digitally signed by Diego "Woody" Rodriguez Date: 2021.12.04 11:35:47 -05'00'

Diego "Woody" Rodriguez

General Counsel for CFX

Dewberry

MEMORANDUM

Date: September 16, 2021

To: Dana Chester, PE CFX Engineering Project Manager

From: Scott Kamien SK, PE, Dewberry PM

Subject: SR 408 Tampa Avenue Interchange Modification
Supplemental Agreement 1
CFX Contract 001617; Project No. 408-315

Comments:

I have reviewed the fee sheet and scope of services submitted by TLP Engineering Consultants for Supplemental Agreement 1 dated September 16, 2021. This requested supplemental agreement is to provide professional services to prepare construction plans and bid documents for a fourth lane SR 408 EB from begin start to Orange Blossom Trail (OBT) and new four-laning concept of SR 408 EB from OBT to I-4 (future expansion).

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

$ 1,367,511.67 TLP as Prime
$ 953,924.83 Total Subconsultant Fees
$ 2,321,436.50 Total Requested

The total manhours 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 $2,321,436.50.

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

cc:

Keith Jackson, PE Dewberry
File

Scope of Services
Revised Supplemental Agreement No. 1

SR 408 Tampa Avenue Interchange
CFX Project No. 408-315, Contract No. 001617

Purpose

The purpose of this Supplemental Agreement is to address the effort associated with the following additional services for this project:

- Addressing Jackson Street drainage issue
- Incorporating CFX aesthetic preferences for the bridges into the Final Bridge Concept Memorandum and final design and plans
- Adding a new fourth lane to SR 408 EB from begin project to Orange Blossom Trail (OBT)
- Adding the following services for the new four-laning concept of SR 408 EB from OBT to I-4 (future expansion):
    - Review, modify and finalize the concept
    - Develop Line & Grade Plans
    - Extend the survey coverage from current project end to I-4 accommodating the future four-laning

Scope of Work

The following addresses the effort associated with the additional scope items listed above and its impact to the pertinent scope items:

4.4 Surveys and Mapping

The following summarizes the effort associated with extending the survey coverage from current limits to I-4 and accommodating the future four-laning concept:

- Horizontal Project Control (HPC): **First Mobilization**: Set additional horizontal control in support of alignment and R/W ties as needed. Secondary Control for obscured areas along Hicks Avenue, Division Avenue and Carter Street by GPS and conventional methods. **Second Mobilization / Post I-4 Ultimate Construction**: Set additional Secondary Control Points for obscured areas along areas to be re-scan after completion of construction (Hicks Avenue, Division Avenue, Carter Street, Parramore Avenue, Anderson Avenue, Conley Street, and Gore Street)
- Vertical PC / Bench Line: **First Mobilization**: Elevate additional TML and secondary survey control as needed. Set targets for SR 408 EB (1.3 miles) and SR 408 WB (1.4 miles); targets and secondary control for Carter Street & Parramore Avenue (0.5 miles); targets for Hicks Avenue (future roundabout) to scan under SR 408 bridge (0.6 miles);

targets and secondary control along future roundabout coming from Carter Street, Division Avenue and closing on Anderson (0.8 miles); targets and secondary control along new roundabout coming from Anderson Street and closing on Gore Street (0.80 miles). **Second Mobilization / Post I-4 Ultimate Construction**: Elevate targets along Hick Avenue (0.7 miles) and an additional one (1) mile of level runs for additional secondary control points

- Alignment and Existing R/W Lines: Search and locate points on the alignment and R/W from John Young Parkway to Church Street. Search and locate points on the alignment and R/W from Westmorland Avenue to Division Street
- Aerial Targets: **First Mobilization**: Recover and refresh 14 TML targets. Set and double tie with GPS RTK and conventional methods 34 new targets. **Second Mobilization / Post Construction** Scan for New Roundabout (Hicks Ave) and Division Ave: 20 additional targets to be set and tie
- Reference Points: Set alignment and references for SR 408 at John Young Parkway, Paramore Street and Division Street (4 references per alignment station will be set).
- Topography/DTM (3D): **First Mobilization**: Provide 3D DTM of the additional survey limits and survey obscured areas (6 acres) to supplement Mobile LiDAR data. LiDAR extraction data and survey data will be merged to produce the final SURVRD01.dgn file. **Second Mobilization**: Provide 3D DTM of the additional survey limits and survey obscured areas (3 acres) to supplement Mobile LiDAR data. LiDAR extraction data and survey data will be merged to produce the final SURVRD01.dgn file
- Side Street Surveys: Survey R/W line for the following side streets:
    - Carter Street from Westmoreland Drive to Parramore Avenue (0.25 miles)
    - Parramore Avenue from Conley Street to Long Street (0.18 miles)
- Underground Utilities: Designates (QL-B) - Designate an estimated 53,450' LF (approx. 10.12 miles) of public utilities and CFX/ITS lines according to the following distribution:
    - John Young Pkwy/SR 408 on ramp (4,200' of public utilities and CFX/ITS; SR 408 from Westmoreland Drive to I-4 (13,450' of CFX/ITS and lighting); Intersection with Orange Blossom rail (OBT) & Long Street (3400' of public utilities and CFX/ITS); Carter Street from Westmoreland Drive to Parramore Avenue (18,800' of public utilities and CFX/ITS); Conley Street (1600' of public utilities); Division Avenue under I-4 overpass (12,000' of public utilities)
    - Designation of 2.5 miles of CFX ITS facilities along SR 408 from the bridge over Church Street to the Bridge over Westmoreland Dr. not included in the original contract
    - VVHs/THs (QL-A): Anticipate a total of 217 new Test Holes to cover utility conflicts and bridges, signs, walls and toll gantry borings
    - Survey of Utilities.
- Drainage Survey: **First Mobilization**: Survey and inventory approximate 75 structures on SR 408, Carter Street, and Parramore Avenue. **Second Mobilizaiton**: survey and

inventory approximately 50 new proposed structures per the I-4 Ultimate Project Plans (FPID 432193-1). Some of these structures will need to be surveyed after construction is completed

- Bridge Survey: Beams and limited bridge elements to be extracted from the topographic survey for five (5) existing bridges
- Pond Site Survey: **First Mobilization**: Survey approximately 3.0 acres of give (5) proposed ponds: three (3) pond sites located north of Long Street between OBT and Woods Avenue, one (1) pond site located north of Long Street between Jernigan Avenue and S. Lee Avenue and one (1) pond site under SR 408EB off-ramp to I-4. **Second Mobilization**: Survey I-4 Ultimate Pond (P-12) located north of SR 408 (approximate 6 acres)
- Geotechnical Support: Survey up to 100 geotechnical borings
- Sectional / Grant Survey: Search and locate the N 1/4 corner of Section 35 at the intersection of Division and South Street in support of the alignment
- Terrestrial Mobile LiDAR (TML): Perform two (2) mobilizations to scan the additional survey limits. **First Mobilization**: First scan mission will include SR 408 from Westmoreland Drive to 425 feet east of Division Avenue, Carter Street from Westmoreland Drive to Parramore Avenue, Parramore Avenue from 200' south of Carter Street to the norther R/W of Long Street, Division Avenue 250' north and south from the CL of SR 408, Conley Street by the intersection of Hicks Avenue (roundabout), and Hicks Avenue from 150' north of SR 408 to Conley Street. Most of these areas are currently under construction. **Second Mobilization**: a second mission to scan Hicks Avenue, Division Avenue and Parramore Avenue after construction activities are completed.

4.5 Geotechnical Investigation

The following summarizes the effort associated with this task:

- Roadway
    - Addition of four-laning of SR 408 EB within current project limits (7,200 LF)
    - Extension of project limits to the west along SR 408 and four-laning through the extended project limits (1,400 LF)
    - Proposing one (1) boring every 100 LF of new roadway (9,100 LF)
    - Performing 86 additional borings (including 64 shallow augers and 22 SPT borings to depths of 20 to 30
- Drainage
    - Five (5) new ponds of 0.18, 0.35, 0.35, 0.54 and 1.54 Acres (2.96 Acres Total)
    - Two (2) Hand Augur borings per acre for the ponds
    - Performing 6 borings (shallow augers)

- Retaining Walls
    - 4,639 LF of Permanent Walls
        - One (1) SPT boring every 150 lineal feet of wall
        - 639/150 = 31 borings required. Bridge End Bent Borings (4 SPT borings) can be used as wall boring, total borings 27 to an average depth of 40 feet
- Bridges
    - Two (2) Bridge Widenings
    - Total of 9 SPT borings (one at each bridge bent/pier)
    - Borings are estimated to be on the order of 125 feet below grade

The geotechnical work will begin with a review of published information (USDA, USGS, and Potentiometric Maps and I4 Ultimate As-Built plans). A boring location will be developed and submitted for approval. Once approved, borings will be staked in the field. Utility clearances will be obtained through Sunshine State One Call and in coordination with the project SUE.

The results of the borings will be drafted, and the appropriate level of laboratory testing performed to support the analyses and define the soil conditions present. Geotechnical analyses will be performed and recommend parameters and information will be provided to the design team for roadway and structural analyses. The geotechnical evaluations and recommendations will be presented in the geotechnical reports. The required geotechnical sheets (Roadway Soil Survey, Report of Core Boring Sheets) will also be provided and presented in the construction plans.

4.6. Contamination Impact Analysis

The following additional contamination impact analysis is anticipated:

- Provide Contamination Screening Evaluation Report for 1.5 miles of mainline corridor and off-site drainage. Search distances will be performed to 500 feet. This also involves additional field and desktop research for extension of project at beginning station, EB widening and ponds.

4.9 Governmental Agency and Public Meetings

This task involves providing a 3D corridor model and fly-through animation for the entire length of the project. This will be used for different presentations to the governmental agencies and/or public meetings.

4.10 Environmental Permits

The development of Stormwater Management Concept for the future four-laning SR 408 from OBT to I-4 will involve the following:

- Preliminary project research for environmental permits for new project limits and new water management district (SJRWMD).
- Coordination and pre-application meeting with SJRWMD and FDEP to discuss the drainage concept and verify criteria.

4.12 Roadway Design

This task involves reviewing and finalizing the new SR 408 EB four-laning concept from begin project to I-4. This will also involve developing the Line & Grade Plans from begin project to I-4. This task involves redesigning the eastbound ramps reflecting the new concept for four-laning SR 408 EB from begin project to I-4 and modifying plans incorporating the changes. The following summarizes the effort associated with this task:

- New Typical sections for:
  - 4th lane on EB SR 408
  - EB Ramp from OBT to I-4 (to be included in Line & Grade Plans)
  - EB Ramp from SR 408 to I-4 (to be included in Line & Grade Plans)
  - EB Ramp from Westmorland Avenue to SR 408 (to be included in Line & Grade Plans)
- Design geometrics for:
  - 4th lane on EB SR 408
  - EB Ramp from OBT to I-4 (Line & Grade)
  - EB Ramp from SR 408 to I-4 (line & Grade)
  - EB Ramp from Westmorland Avenue to SR 408 (Line & Grade)
- Re-design geometrics for
  - EB Ramp to Tampa Avenue from SR 408
  - EB Ramp from Tampa Avenue to SR 408
  - EB Ramp to OBT from SR 408 via Carter Street

4.13 Structures Design

The following summarizes the effort associated with this task:

- Bridge Technical Memorandum for Bridges B6 and B7 (listed below)
- B2-EB Off Ramp to OBT:
  - Updated for Aesthetic option of Curved Concrete FUB (12 spans, two straddle bents)
  - Deduct (credit) of negotiated hours for the original B2 design effort.
- B4-WB over OBT On Ramp:

  - Updated for Aesthetic option of Concrete FUB (3 spans, two straddle bents)
  - Deduct (credit) of negotiated hours for the original B4 design effort
- B6- EB SR 408 over Rio Grande Avenue– Bridge widening (3 spans)
- B7-EB SR 408 over OBT – Bridge widening (4 spans)
- 11 Permanent walls MSE & CIP, 6 Temporary critical walls @ widenings
- Design of Special junction box at north end of triple box and special weir at south end of triple box
- NOTE - The above design services and associated manhours include localized design of the aesthetic cladding or pylons at these bridge sites but does not include tie-ins to unknown I-4 ultimate conditions and does not address the need for planter walls or hardscape items that may be deemed appropriate for the open areas. Those items will be addressed at a later date.

4.14 Drainage Design

This task involves modifying the design and plans for four-laning SR 408 EB from begin project to OBT. This also involves preparation of a Stormwater Management Concept Report to investigate alternatives to provide stormwater management for future extension of SR 408 EB four-laning to I-4. The following summarizes the effort associated with this task:

- Redesign three (3) stormwater management ponds (Ponds 1, 2 and 3)
- Stormdrain analysis of 130 additional existing and proposed drainage structures (SR 408 mainline, on/off ramps, side streets, bridge inlets) within current project limits
- Design 2500 ft of new proposed ditches including design of W. Jackson Street ditches between mainline and on/off ramps, between mainline and side streets, between mainline MSE walls and LA R/W
- Update drainage design report and appendices for four-laning of SR 408 EB within the current project limits
- Design of storm drain system for attenuation in 60 inch pipe along Long Street between Rio Grande Ave. and OBT
- Evaluate basin diversion for new basin (Sunset Lake-closed basin) at beginning of project
- Prepare a Stormwater Management Concept Report to evaluate three (3) new basins (four (4) new stormwater management ponds) utilizing SJRWMD criteria. These ponds include the I-4 Ultimate Pond P-12, and three (3) FDOT owned pond sites along Long St.

4.16 Traffic Engineering

The following summarizes the effort associated with this task:

- Add maintenance of traffic plans (1 phase) for: EB SR 408 median improvements.

4.17 Signing and Pavement Marking Plans

The following summarizes the effort associated with this task:

- Modify the design for the new four-laning of SR 408 EB form begin project to OBT. The required signing for the future four-laning east of OBT to I-4 is not included in this scope.

4.19 Right-of-Way Documents

The following summarizes the effort associate with this task:

- Alignment: Update extended alignment in base file incorporating new survey limits
- Section and 1/4 Section Lines: update additional sections to base file
- Subdivisions / Property Lines: updated additional subdivisions to base file incorporating new survey limits
- Existing R/W: update additional R/W to base file incorporating new survey limits
- Topography: add additional topo to extended limits
- Update the Cover Sheet, Key Sheets and Detail sheets for both Control Survey and Right-of-Way Map

AGREEMENT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
TLP ENGINEERING CONSULTANTS, INC.

SR 408 TAMPA AVENUE INTERCHANGE

CONTRACT NO. 001617, PROJECT 408-315

CONTRACT DATE: JUNE 11, 2020
CONTRACT AMOUNT: $5,600,000.00

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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

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

FOR

SR 408 TAMPA AVENUE INTERCHANGE
PROJECT 408-315

DESIGN SERVICES

CONTRACT NO. 001617

JUNE 2020

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this 11th day of June 2020, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 2014-171, Laws of Florida, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter "CFX," and TLP Engineering 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 450 South Orange Avenue, Suite 450, Orlando, FL 32801.

WITNESSETH:

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

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

1.0. DEFINITIONS.

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

2.0. SERVICES TO BE PROVIDED

CFX does hereby retain the CONSULTANT to furnish certain professional services in connection with the design of SR 408 Tampa Avenue Interchange identified as Project 408-315 and Contract No. 001617.

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:

Ardaman & Associates, Inc.	Class II	DRMP, Inc.	Class I
DRMP, Inc. (Survey)	Class II	Traffic Engineering Data Solutions, Inc.	Class I
Tierra, Inc.	Class II	TLP Engineering Consultants, Inc.	Class I
		Vanasse Hangen Brustlin, Inc.	Class I

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

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

6.0. COMPENSATION

CFX agrees to pay the CONSULTANT compensation as detailed in **Exhibit "B"**, Method of Compensation, attached hereto and made a part hereof, in the not-to-exceed amount of $5,600,000.00 for the initial five-year term of this Agreement. Bills for fees or other compensation for services or expenses shall be submitted to CFX in detail sufficient for a proper pre-audit and post audit thereof.

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

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

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

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

7.0. DOCUMENT OWNERSHIP AND RECORDS

All plans, documents, reports, studies, and/or other data prepared or obtained under this Agreement shall be considered instruments made for services and shall become the property of CFX without restriction or limitation on their use on this project; and shall be made available, upon request, to CFX at any time. CFX will have the right to visit the site for inspection of the work and the drawings of the CONSULTANT at any time. Unless changed by written agreement of the parties, said site shall be 450 South Orange Avenue, Suite 450, 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: TLP Engineering Consultants, Inc.
450 South Orange Avenue, Suite 450
Orlando, FL 32801
Attn: Yassi M. Myers, P.E.

TLP Engineering Consultants, Inc.
450 South Orange Avenue, Suite 450
Orlando, FL 32801
Attn: Jim Myers, 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.

TLP ENGINEERING CONSULTANTS, INC.

BY: _____
Authorized Signature

Print Name: Yassamin M . Myers

Title: President

ATTEST: _____ (Seal)
Secretary or Notary

Notary Public State of Florida
Beverly A Munoz
My Commission GG 271924
Expires 12/10/2022

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: Aneth Williams Digitally signed by Aneth Williams Date:2020.06.18 09:56:45 -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 16:55:53 -04'00'

General Counsel for CFX

EXHIBIT A

SCOPE OF SERVICES

Exhibit A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

FOR

S.R. 408 Tampa Avenue Interchange

PROJECT NO. 408-315

IN ORANGE COUNTY, FLORIDA

May 20, 2020

Exhibit A

SCOPE OF SERVICES

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1.0 GENERAL

1.1 Location

A. See EXHIBIT "E", Project Location Map.

1.2 Description

The services will include final design and preparation of construction drawings / specifications for the proposed S.R. 408 Tampa Avenue Interchange. Specifically, the project consists of modifying the existing Tampa Avenue interchange from a half-diamond to a full-diamond with roundabouts along Tampa Avenue at the ramp terminals and the widening of Tampa Avenue to a 3-lane section from the intersection of Orange Center Blvd to north of the interchange. The SR 408 EB exit ramp to Tampa Avenue is to be reconstructed to accommodate the new interchange configuration. The existing SR 408 EB exit to US 441 (Orange Blossom Trail) will be reconstructed as a braided ramp over Tampa Avenue and Rio Grande to tie into Carter Street. The exact tie down location on Carter Street will be determined as per the Preliminary Design Memorandum. The existing EB exit to US 441 is to be removed and the intersection improved to accommodate a dual-left-turning movement onto US 441 NB. The existing WB entrance ramp from US 441 onto SR 408 is to be reconstructed to accommodate the proposed braided ramp for the exit SR 408 WB exit to Tampa Avenue.

Additional improvements include modifying the existing WB exit ramp to US 441 to provide for dual-left and dual-right turning movements downstream of the existing ramp toll plaza, and a signal warrant study/proposed signal at the intersection of Carter Street and Rio Grande Avenue.

Additional elements include surveying, drainage evaluation and design, permitting, lighting, signing and pavement markings, signalization, ITS (fiber optic network), toll plaza, maintenance of traffic, utility design and coordination, geotechnical analysis, scheduling and project control, progress reporting and other tasks and associated activities. Close coordination with the City of Orlando will be required.

The final plans for the I-4 Ultimate project should be considered as the base condition for the project.

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. 408 Tampa Avenue Interchange.

B. The Consultant shall perform those engineering services as required for final roadway/drainage plans, final bridge plans, final lighting plans, final traffic control plans, final utility plans, final ITS (fiber optic network) plans, final toll plaza plans, final signalization plans, final signing and pavement marking plans and preparation of a complete environmental resource application (or permit modification) including 100% storm water management.

C. CFX's Project Manager will provide contract administration, management services and technical reviews of all work associated with the preliminary and final designs.

D. It is understood that references throughout this document to items of work and services to be performed are the responsibility of the Consultant unless otherwise expressly stated as the responsibility of others.

1.4 Organization

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

1.5 Term of Agreement for Design Services

A. The term of the Agreement to perform the required design services shall be within seventeen (17) 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 Guidelines, CFX's ITS Design Standards, CFX's Lighting Design Standards, and CFX's Guidelines for Preparation of Signing and Pavement Marking Plans shall be followed throughout the design and construction of the project unless specifically stated otherwise. The editions of the applicable standards and policies in effect at the time of Contract execution shall be used except as follows:

1. Division II, Construction Details, and Division III, Materials, of the FDOT Standard Specifications for Road and Bridge Construction, 2019 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) Handbook, 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 *Central Florida Expressway Authority (CFX) Design Guidelines*, latest edition.

B. 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.

C. Design year – 2045

D. Design vehicle – WB-62FL

E. 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. 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.

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. 408 Tampa Avenue Interchange. Specifically, the project consists of modifying the existing Tampa Avenue interchange from a half-diamond to a full-diamond with roundabouts along Tampa Avenue at the ramp terminals and the widening of Tampa Avenue to a 3-lane section from the intersection of Orange Center Blvd to north of the interchange. The SR 408 EB exit ramp to Tampa Avenue is to be reconstructed to accommodate the new interchange configuration. The existing SR 408 EB exit to US 441 (Orange Blossom Trail) will be reconstructed as a braided ramp over Tampa Avenue and Rio Grande Avenue to tie into Carter Street. The exact tie down location on Carter Street will be determined as per the Preliminary Design Memorandum. The existing EB exit to US 441 is to be removed and the intersection improved to accommodate a dual-left-turning movement onto US 441 NB. The existing WB entrance ramp from US 441 onto SR 408 is to be reconstructed to accommodate the proposed braided ramp for the exit SR 408 WB exit to Tampa Avenue.

Additional improvements include modifying the existing WB exit ramp to US 441 to provide for dual-left and dual-right turning movements downstream of the existing ramp toll plazaand a signal warrant study/proposed signal at the intersection of Carter Street and Rio Grande Avenue.

Additional elements include surveying, drainage evaluation and design, permitting, lighting, signing and pavement markings, signalization, ITS (fiber optic network), toll plaza, maintenance of traffic, utility design and coordination, geotechnical analysis, scheduling and project control, progress reporting and other tasks and associated activities.

4.2 Governmental Agencies

A. The Consultant shall coordinate with and assist in securing the approval of

all interested agencies involved. These agencies may include, but are not necessarily limited to Orange County, City of Orlando, FDOT, USACE, and applicable Water Management District(s).

4.3 Preliminary Design Report - Review

A. The Consultant shall review the project concept for proposed alternatives with regard to proposed design criteria, maintenance of traffic and construction feasibility.

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

4.4 Surveys and Mapping

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

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

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

B. Alignment

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

2. Establish and set alignment in the same manner on cross roads and

major adjacent alignments.

3. Station all alignments at 100’ intervals.

4. Meet with CFX’s Project Manager to discuss methods for determining alignments prior to staking.

C. Reference Points

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

2. Show obstructions where alternate references are set.

D. Bench Levels

1. The Consultant shall establish new benchmarks at 1000’ intervals, along all alignments, using stable points. 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’.

3. Additional topographic and DTM surveys, as needed for the project design, are the responsibility of the Consultant. These may include existing water bodies and pavement elevations.

F. Drainage Survey

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

G. Underground Utilities

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

H. Side Street Surveys

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

I. Bridge Survey

Provide bridge survey data as needed for engineering design.

J. Jurisdictional Line Surveys

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

K. Geotechnical Surveys

Locate boring locations as needed for geotechnical investigations.

L. Right-of-Way Ties

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

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

N. CFX ITS/FON

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

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

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

4.5 Geotechnical Investigation

A. The Consultant shall perform a geotechnical investigation of the project in accordance with the requirements of CFX.

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

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

C. The work includes, but is not limited to, identifying roadway structural section requirements, LBR testing, design methods for the selected foundation, external stability evaluation at proprietary retaining walls, groundwater and estimated seasonal high groundwater level, estimate of the maximum rate of pumping that will be required at sites that dewatering is anticipated, certification of all under drain and pond draw down times, pH and resistivity conditions requiring design considerations, soil shrinkage/swell characteristics, slope stability and benching in embankment/excavation locations, recommendation for methods of rock excavation, potential imported borrow sites and availability of structural section materials, location and depths of unsuitable material (muck), and design alternatives based on geotechnical findings; design values for active, at rest, and passive soil pressures; allowable design loads or pressures for each foundation type, corrosion testing for structures and design of foundations for sign structures. The work will also include verification of existing median bridge foundation capacities previously constructed for future widening.

D. The results of the geotechnical investigation shall be contained in a Geotechnical Report which shall be submitted to CFX's Project Manager for approval. The geotechnical investigation shall include all necessary laboratory testing of materials.

E. Upon approval of the Geotechnical Report, the Consultant shall proceed with preparation of the pavement and foundation designs.

F. Boring profiles shall be included on cross-section sheets in the contract plans and include the boring number, station, offset, soil legend, observed water table, design high water elevation and geotechnical consultant's address. A boring number and target symbol shall be shown at the appropriate location on the roadway and bridge plans.

G. Roadway core samples shall be taken to determine the existing pavement section. The Consultant shall submit a plan to CFX for location approval.

4.6 Contamination Impact Analysis

A. The Consultant shall perform a contamination impact analysis of the project in accordance with the applicable rules and regulations of the FDOT Project Development and Environment Guidelines, Chapter 22, the Florida Department of Environmental Protection (FDEP), and all other pertinent State or Federal agencies having jurisdiction, and the requirements of CFX.

B. At a minimum, the Consultant shall conduct a windshield survey along the project corridor to identify any new sources of environmental contamination not reported in the referenced document(s).

C. The testing of any sites including the use of ground penetrating radar, if required to complete the design and/or construction of the project, will be added to the Scope of Services by Supplemental Agreement.

4.7 Pavement Design

A. The Consultant shall prepare the pavement design as appropriate in accordance with the requirements of the FDOT for SR 408 mainline, Tampa Avenue and US 441 interchange ramps, ramp toll plazas or gantries, and any local roadways impacted by the project.

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 Borrow Pits

A. The Consultant's geotechnical investigation may include the investigation of current borrow pits. The location and testing of any new borrow pits if required to complete the construction of the project shall be added to the Scope of Services by Supplemental Agreement. The analysis and test results shall be contained in a separate report submitted not later than the preliminary submittal.

4.9 Governmental Agency and Public Meetings

A. Except as may be provided elsewhere in this Scope of Services, the Consultant shall have appropriate representatives present at such meetings, conferences or hearings as CFX may direct to secure necessary approvals and/or support of the project by county, municipal, or other governmental agencies. If so directed, the Consultant shall also have appropriate representatives present at meetings or conferences of CFX, its Chairman or staff.

B. The Consultant shall assist CFX in presentations to various parties. The Consultant shall prepare exhibits pertaining to basic roadway 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.

4.10 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 copies of all drainage calculation, including pond routing nodal diagrams, for the project.

6. Assist CFX in responding to any requests for additional information made by regulatory agencies after the permit application is submitted.

7. Incorporate any changes required by changes in regulatory agency requirements during the course of the project. If this requires additional work by the Consultant a Supplemental Agreement will be prepared.

8. Prepare a list of adjacent landowners along with address and nine-digit zip code at all wetland encroachment sites.

9. Provide all permit application material in .pdf format.

10. The Consultant will provide dredge and fill sketched as required by the permitting agencies if applicable. Mitigation plans, if required, may be added as a supplemental service.

11. Determine extent of floodplain impacts, if any, and provide compensatory flood stages as required.

4.11 Utilities

A. Location

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

B. Utility Coordination

1. The Consultant shall 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 days in advance of meetings with utility companies/agencies scheduled to discuss utility relocations.

4. The preparation and negotiation of the agreement will be performed by CFX's Project Manager. After approval of the agreement by the utility and CFX, the Consultant shall prepare reproducible utility adjustment sheets identifying proposed relocations with respect to the construction plans.

5. The Consultant shall prepare a utility conflict matrix to assist in identifying and resolving conflicts between utilities and proposed construction prior to completion of the plans.

6. The Consultant shall obtain utility work schedules from the utility companies.

7. The Consultant shall prepare the Utility Certification Letter

certifying that all utility negotiations (full execution of each agreement, approved utility work schedule, technical special provisions written, etc.) have been completed with arrangements made for utility work to be undertaken and completed as required.

4.12 Roadway Design

A. A Typical Section Package will not be prepared for this project. Rather, typical sections for SR 408 mainline, interchange ramps, Tampa Avenue, and impacted local roadways will be prepared as part of the Preliminary Engineering Memorandum and submitted to CFX for review and approval.

B. The Consultant shall design the geometrics for this project using the design standards included in the *Central Florida Expressway Authority Design Guidelines*, latest edition.

4.13 Structures Design

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

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

C. The Consultant shall perform an evaluation of the existing median bridge foundations, previously constructed for future widening, to determine acceptability for HL93 loading and the potential for additional future transit loading.

4.14 Drainage Design

A. As part of the drainage design requirements, the Consultant shall:

1. Coordinate impacts to Lake Beardall, the existing Carter Street pond and treatment systems located within the SE quadrant of the proposed Tampa Avenue interchange with the City of Orlando.

2. Finalize the pond design at the 30% submittal for those ponds that will require acquisition of new R/W.

3. Have its chief drainage engineer available at the scheduled (bi-

weekly/monthly) team meetings to review progress and discuss problems.

4. Notify CFX's Project Manager immediately if any deviation from approved design criteria is anticipated.

5. Provide drainage/contour maps as needed used in the development of the drainage design to CFX for use in scheduled reviews. These maps will be returned to the Consultant along with review comments at the end of the review process.

6. Provide copies of its internal quality control comments and calculations at the scheduled reviews.

7. Identify in the Preliminary Engineering Memorandum any existing drainage concerns along the corridor and potential fixes or modifications.

4.15 Roadway Lighting

A. The Consultant shall provide a complete set of final roadway lighting documents in accordance with FDOT and CFX design criteria. These plans shall include replacement of all CFX lighting on the corridor to LED, including roadway and ramp fixtures, overhead sign lighting, underdeck lighting, lighting along Tampa Avenue, Carter Street, Long Street, and Rio Grande Avenue. 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.

4.16 Traffic Engineering

A. Traffic Data will be furnished by CFX.

B. Maintenance of Traffic Plans

1. The Consultant shall prepare maintenance of traffic plans at scale of 1"=50' to safely and effectively move vehicular and pedestrian traffic during all phases of construction. The designs shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations. Special consideration shall be given to the construction of the drainage system when developing the construction phases. Positive drainage must be maintained at all times.

2. The Consultant shall investigate the need for temporary traffic signals, signs, alternative detour roads, arrow boards, flagging operations, and the use of materials such as sheet pilings in the analysis. A certified designer who has completed the FDOT training course shall prepare the maintenance of traffic plan.

3. Traffic shall be maintained during all phases of project construction at all locations, including existing posted speed, lane widths and number of lanes unless determined by CFX and other governmental agencies. This includes meeting with the governmental agencies which may be impacted by the maintenance of traffic plans.

4.17 Signing and Pavement Marking Plans

A. The Consultant shall prepare designs and contract documents for final signing and pavement marking plans including layouts showing the locations of ground mounted and overhead signs, special sign details, lighting, and any structural or foundation requirements in accordance with applicable design standards. Any requirements for electric service shall be coordinated with the local electric utility.

B. CFX will provide conceptual signing plans for the project as deemed necessary.

C. Plan sheets will be developed at a scale of 1”=50’ (11”x17” format).

4.18 Signalization Plans

A. For the SR 408 ramp terminals at Carter Street/Rio Grande Avenue and US 441, the Consultant shall prepare designs and contract documents for final signalization plans including layouts showing the locations of mast arms and pedestrian features, special signal details, lighting, and any structural or foundation requirements in accordance with applicable design standards. Any requirements for electric service shall be coordinated with the local electric utility.

B. Plan sheets will be developed at a scale of 1”=50’ (11”x17” format).

4.19 Right-of-Way Documents

A. The Section Engineer shall provide complete up-to-date right-of-way maps (1"=100') and legal descriptions and parcel sketches to CFX standards on acceptable reproduction media (ink on drafting film or equivalent). These maps will show all parcels and matters of record reflected in the title searches furnished by CFX such as easements, title information, names of owners,

bearings and distances of all courses and any other data required to legally describe the existing property. Parcel sketches are to include distance measurements from the taking line to corners of structures remaining where within close proximity. Where a full or partial taking of a parcel is required, a legal description (metes and bounds) will be required for affected parcels, including the actual area of taking and/or remainder.

B. The Section Engineer shall determine the necessity for temporary construction easements and permanent drainage easements. If easements are required, the Section Engineer shall prepare right-of-way plans, legal descriptions and sketches for easements as indicated above.

C. Right-of-way plans shall identify limited-access right-of-way, roadway right-of-way, excess right-of-way, drainage easements, and maintenance easements, borrow pit right-of-way, temporary construction easements, and slope easements, and legal descriptions for each, as applicable.

D. It is intended that these plans and legal documents will be used directly by CFX for the acquisition of property and must therefore be adequate for this purpose. CFX will provide the title searches necessary to prepare the right-of-way maps. The Section Engineer will review all data supplied by CFX, including reviewing latest deed of record. Any additional information necessary to complete the right-of-way maps such as field surveys and the determination of the required area of taking will be secured by the Section Engineer.

E. The Section Engineer may be requested to testify in court in condemnation proceedings.

4.20 Cost Estimates

A. The Consultant shall prepare and submit to CFX construction cost estimates at the 60%, 90%, 100%, Pre-Bid and Bid Set submittals outlined herein. The estimate shall be based on the current unit prices as applied to the latest concept of the proposed construction.

4.21 Special Provisions and Specifications

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

4.22 Fiber Optic Network (FON)

A. Fiber Optic Infrastructure Plans

1. The site construction plans shall be developed at a scale of 1" equals 50 feet. These plans shall include the relocation of all existing fiber optic ductbanks, cables, manholes, and pull boxes in areas where the existing locations conflict with construction and as necessary to relocate the FON into the new paved shoulder. The Consultant shall identify existing physical features and utilities that will impact the construction and installation of the equipment. The Consultant shall review and modify standard FON details as necessary.

2. Fiber optic network (FON) plans shall include the following:
   a. Roadway geometry
   b. Rights-of-Way
   c. Existing utilities within the right-of-way including CFX's FON
   d. Physical features affecting construction/installation (sign structures, light poles, fences, etc.)
   e. Manhole/Pull box locations and stub-out details (standard details provided)
   f. Device layout
   g. Device installation details
   h. Conduit installation details (standard details provided)
   i. Fiber optic cable route marker detail (standard details provided)
   j. Fiber count per conduit
   k. Communications interconnect
   l. Connectivity with the FON backbone conduits
   m. Fiber cable design to include link loss budget calculations, per Corning standard recommended procedure for new or relocated fiber optic cabling.
   n. Fiber cable routing summaries, fiber cable allocation charts, and splice details and tables for new or relocated fiber optic cabling.
   o. Controller cabinet, structure, and foundation details for proposed CFX device sites.
   p. Power interconnect, calculations to support conductor size, and details. Power conductors to each device location shall be sized to the capacity of the main breaker in the cabinet. Determination on conductor sizing and voltage drop limits are only required for proposed sites and existing sites where the total site load is being significantly modified.
   q. Grounding
   r. Table of quantities
   s. Special notes

t. Maintenance of fiber operations (protection of existing FON through all phases of construction and cutover phasing to ensure continuous operation of existing ITS devices)

u. All existing and proposed FON to be included and shown with roadway cross sections and drainage cross sections

v. Relocation of the existing FON to inside of the new paved shoulder, including attachment of the FON to SR 408 bridges over intersecting arterials and installation of fiber optic manholes in the paved shoulder.

w. Relocation of existing CCTV sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), in the event existing CCTV is not compatible with proposed construction.

x. Relocation of existing data collection sensor (DCS) sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), in the event existing DCS would not survive project construction.

y. Relocation of existing traffic monitoring sites (TMS) and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), in the event existing TMS would not survive project construction.

z. Conversion of any existing ITS devices within the project limits from point-to-point fiber optic modems to gigabit Ethernet field switches, relocation of video encoders from the mainline toll plazas to the CCTV cabinets, and upgrading other cabinet equipment as needed to meet current CFX ITS equipment standards.

aa. Install new WWDS at the following off-ramps:

- SR 408 off-ramps to Tampa Avenue
- SR 408 EB off-ramp to US 441

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.

D. Inside Plant Plans

1. The Consultant shall be responsible for any data collection necessary to complete its design.

2. All equipment shown on the inside-plant construction plans shall be clearly delineated as existing, proposed, or by-others. The Consultant

shall be responsible for identifying and detailing on the inside-plant construction plans with notes and drawings any make-ready work required. The Consultant shall also provide a table of quantities for all materials and equipment specified in the inside-plant construction plans.

3. The Consultant shall sign and seal final inside-plant construction plans by a licensed professional Electrical Engineer registered in the state of Florida. The inside-plant construction plans shall be subject to the review and approval of CFX.

E. Standard CFX specifications will be provided to the Consultant. The Consultant shall review the specifications and modify them as necessary.

4.23 Toll Plazas

A. This proposal includes new ramp plazas or AET gantry locations at the SR 408 WB exit to Tampa Avenue and the SR 408 EB entrance from Tampa Avenue.

4.24 Post-Design Services

A. Services shall begin after authorization by CFX. The Consultant compensation for post-design services may be added by Supplemental Agreement and shall be at an hourly rate, inclusive of overhead, profit and expenses, and exclusive of travel. No compensation will be made for correction of errors and omissions.

B. The Consultant shall support the post design process as follows:

1. Answer questions relative to the plans, typical sections, quantities and special provisions.
2. Make any necessary corrections to the plans, typical sections, quantities, notes, etc., as may be required.
3. Attend pre-award meeting with construction contractor, CFX, and CFX's CEI.

C. The Consultant shall, prior to the pre-bid conference, be prepared to walk the project with CFX's CEI to discuss the plans and details. The Consultant shall be prepared to attend the pre-bid conference and respond to questions related to the plans, details, and special provisions.

D. The Consultant shall prepare any addenda required to clarify the work included in the construction contract documents. Addenda may be required based on the project inspection with the CEI, or questions developed in the pre-bid conference, or conditions discovered by bidders during the bid period. Addenda will not be issued for Contractor initiated design changes or value engineering proposed work.

E. The Consultant shall be available to respond to questions in the field that may arise relative to the plans, details or special provisions during construction. The Consultant shall periodically (monthly) visit the project site to observe the progress of construction on the project. This visit will not replace the formal construction inspection by CFX. It is intended to provide the opportunity of the design team to observe whether the work is being performed in general conformance with the project plans. Written memos of all such field trips shall be submitted to CFX within five working days of the trip.

F. The Consultant shall review and approve shop drawings for structural, lighting, signing, traffic signal elements, and toll plaza shop drawings. This work will include the erection procedure plans, review proposals for substitutions, develop supplemental agreements, and provide other engineering services required to facilitate construction of the project. Reviews will be conducted and returned within two weeks from receipt of information.

G. The Consultant shall appoint a responsible member of the firm to be the contact person for all post-design services. The person should be continually available during the course of construction for review of design plans.

H. The Consultant shall make every reasonable effort to process any material presented for review in a prompt manner recognizing a construction contract is underway.

I. The Consultant's key staff shall attend a maximum of three (3) partnering meetings as requested by CFX's Project Manager. The Consultant shall also attend progress/coordination meetings as requested by CFX's Project Manager including, but not limited to, the Notice to Proceed meeting.

J. Approved design bridge load ratings were obtained by the Consultant under the final design phase of this contract. The Contractor shall be responsible for revising and resubmitting the load ratings if changes to the bridge design occur during construction. Otherwise, the Consultant shall provide written correspondence to 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.

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.
7. Drawings for the SR 408 widening planned for the I-4 Ultimate Project

5.2 Traffic Data

A. CFX will provide the following design traffic data:

1. Current and design year ADT
2. Current and design year peak hour volumes
3. Turning movements at each intersection/interchange
4. K, D and T factors
5. Design speed - See Section 3.02, Geometry.
6. AVI Percentages

5.3 Other

A. Utility designates for the FON and roadway lighting within CFX right-of-way.

6.0 WORK PERFORMED BY CFX OR ITS DESIGNEE

6.1 Right-of-Way Acquisition

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

6.2 Utility Agreements

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

6.3 Public Involvement

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

6.4 Contracts and Specifications Services

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

6.5 Post-Design Services

A. CFX will be the principal initial contact for post-design questions and answer questions on a limited scope.

B. CFX's CEI representative will be responsible for collection and documentation of all As-Built information for the constructed improvements.

6.6 Environmental Permits

A. CFX will review and submit the environmental permit applications and coordinate with the Consultant on requests for additional information from the regulatory agencies.

B. CFX will stake wetland lines and coordinate agency site visits. CFX will also prepare the wetland and wildlife analysis and documentation for the permits.

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

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. 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.

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 calendar days of the site visit, the Consultant shall issue to CFX a brief written report including observations, discussions, and any questions pertaining to the scope or level of effort of the project. The purpose of this visit is to acquaint key personnel with the details and features of the project to facilitate the design process.

7.11 Acceptability of the Work

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

7.12 Design Documentation

A. The Consultant shall submit any design notes, sketches, worksheets, and computations to document the design conclusions reached during the development of the construction contract documents to CFX for review.

B. The design notes and computations shall be recorded on 8-1/2" x 11" computation sheets, appropriately titled, numbered, dated, indexed and signed by the designer and checker. Computer output forms and other oversized sheets shall be folded or legibly reduced to 8-1/2" x 11" size. The data shall be bound in a hard-back folder for submittal to CFX.

C. A CD/DVD with electronic (PDF Format) copies of the design notes and computations shall be submitted to CFX with each review submittal. When the plans are submitted for 90% review, the design notes and computations corrected for any CFX comments shall be resubmitted. At the project completion (bid set), one (1) hard copy of the final set of the design notes and computations, sealed by a Professional Engineer, registered in the State of Florida, shall be submitted with the record set of plans and tracings.

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

1. Field survey notes and computations.

2. Design criteria used for the project.

3. Geometric design calculations for horizontal alignment.

4. Vertical geometry calculations.

5. Right-of-way calculations.

6. Drainage computations.

7. Structural design calculations.

8. Geotechnical report.

9. Hydraulics Report for each bridged stream crossing.

10. Earthwork calculations not included in the quantity computation booklet.

11. Calculations showing cost comparisons of various alternatives considered.

12. Calculations of quantities.

13. Documentation of decisions reached resulting from meetings, telephone conversations or site visits.

14. Lighting and voltage drop calculations.

15. Lighting service letter from the power company stating the following: service voltage, type of service (overhead or underground), location of power company service point, and any other power company requirements.

7.13 Reviews and Submittals

A. Review and coordination of the Consultant's work by CFX shall continue through the project development process

B. Formal submittals for review shall be made to CFX when the plans have been developed to the following levels of completion:

1. Preliminary Engineering (Memorandum) (1 CD/DVD with all files and one (1) hard copy of memorandum to CFX GEC and one (1) hard copy of memorandum to the CFX project manager)

2. 30% Roadway Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and one (1) hard copy of plans to the CFX project manager)

3. 30% Bridge and Structural Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and one (1) hard copy of plans to the CFX project manager)

4. 60% Roadway and specifications, Geotechnical Report (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and one (1) hard copy of plans to the CFX project manager)

5. 60% Bridge Plans required only on Category 2 bridges.

6. 90% Bridge and Structural Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and one (1) hard copy of plans to the CFX project manager)

7. 90% Roadway and specifications (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and one (1) hard copy of plans to the CFX project manager)

8. 100% Roadway, Bridge and specifications, Geotechnical Report (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and one (1) hard copy of plans to the CFX project manager)

9. Pre-Bid Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and one (1) hard copy of plans to the CFX project manager)

10. Bid Set (1 set signed and sealed plans, 1 set "clean" plans, 1 set signed and sealed reports and one (1) CD/DVD with .PDF of all plans and reports)

C. Formal review submittals shall include copies as listed above. 8-1/2" x 11" and 11" x 17" documents do not require reproducible copies.

D. Preparation and distribution of roadway and ROW plans to other than CFX or CFX GEC will not be made until approved by CFX.

E. The format of review submittal plans shall conform to the FDOT Plans Preparation 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 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
#10

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement

DATE: July 20, 2025

SUBJECT: Approval of Supplemental Agreement Nos. 3 & 4 with Moffatt & Nichol, Inc. for Design Consultant Services for SR 408 Eastbound (EB) Lane Addition, OBT (US 441) to I-4
Project No. 408-315A, Contract No. 001905

Board approval of Supplemental Agreement Nos. 3 and 4 with Moffatt & Nichol, Inc. in the amount of $1,219,964.41 (SA 3 = $324,578.54 and SA 4 = $895,385.87 (Post Design Services)) is requested. The original contract was for five years with two one-year renewals.

The work to be performed includes additional design services and post design services.

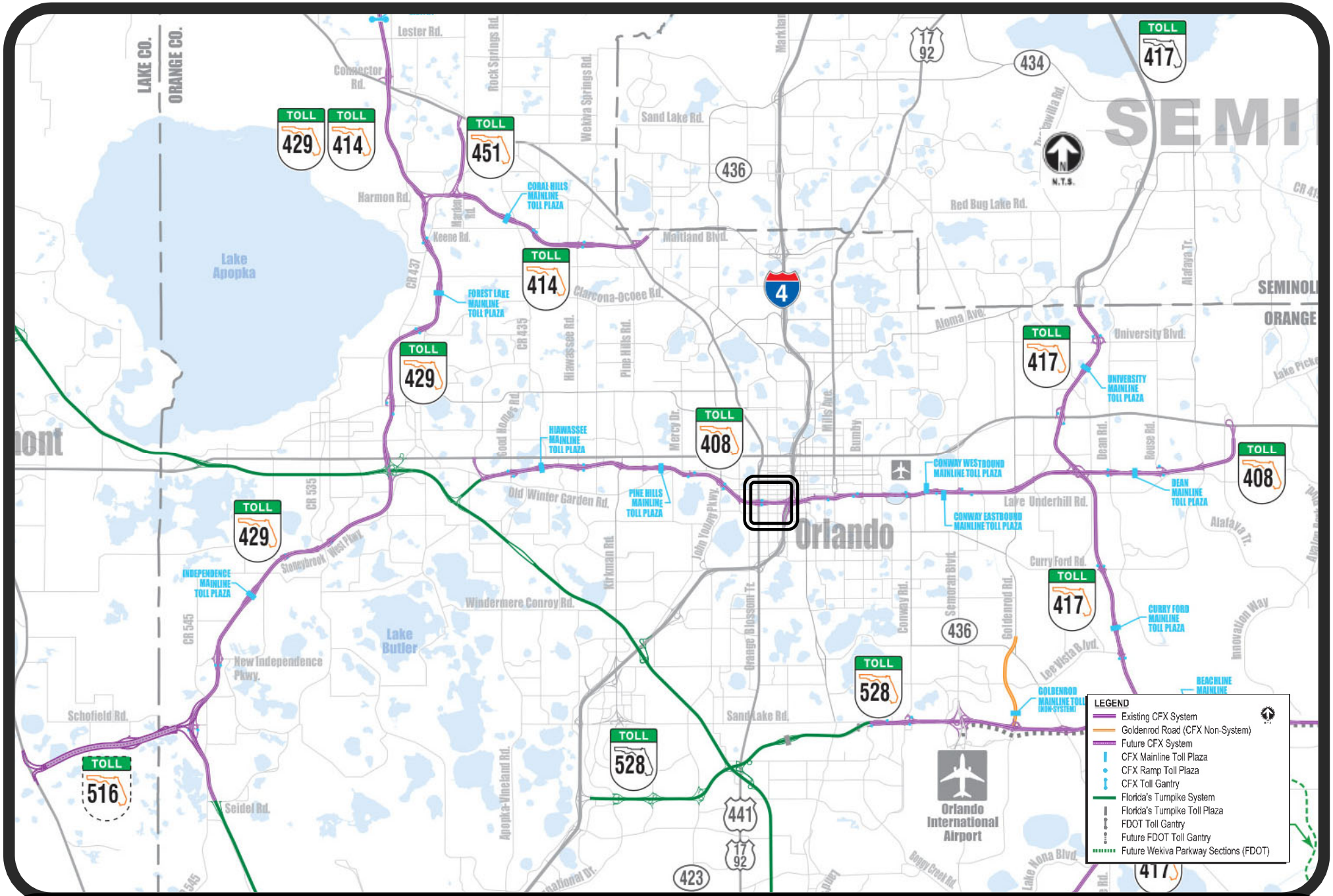
Original Contract	$4,400,000.00
Supplemental Agreement No. 1	$ 0.00
Supplemental Agreement No. 2	$ 656,544.77
Supplemental Agreement No. 3	$ 324,578.54
Supplemental Agreement No. 4	$ 895,385.87
Total	$6,276,509.18

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 408 Eastbound (EB) Lane Addition, OBT (US 441) to I-4 (408-315A)

Project 408-315A
Contract 001905

SUPPLEMENTAL AGREEMENT NO. 4
TO AGREEMENT FOR PROFESSIONAL SERVICES POST DESIGN SERVICES
SR 408 Eastbound (EB) Lane Addition, OBT (US 441) to I-4

THIS SUPPLEMENTAL AGREEMENT NO. 4 ("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 Moffatt & Nichol, Inc., a California 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 December 8, 2022, CFX and Consultant executed an agreement for Professional Services, Final Design, as amended or supplemented by Supplemental Agreement No. 1 dated September 29, 2023, Supplemental Agreement No. 2 dated December 12, 2024, and Supplemental Agreement No. 3 being approved concurrently with this Supplemental Agreement No. 4 (collectively, "Agreement").

B. Section 4.23 of the Scope of Services, as defined in the Agreement, and attached to the Agreement as Exhibit "A" provides that after completion of the services outlined therein for Project Number 408-315A, 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 2, 2025 letter to CFX, which is attached hereto as Exhibit "A" and incorporated herein by reference ("Post Design Services"). Section 4.23 of Exhibit "A" of the Agreement and the Scope of Services, 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 $895,385.87.

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. 4: Central Florida Expressway Authority, signing by and through its Director of Procurement, authorized to execute same by Board action on August 14, 2025, and Moffatt & Nichol, Inc. signing through its undersigned signatory, duly authorized to execute same.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____ Date: _____

Print Name: _____ Title: _____

MOFFATT & NICHOL, INC.

By: _____ Date: 07/18/2025

Print Name: Jeff C Helms, P.E Title: Vice President

Reviewed and approved as to form for the exclusive reliance of CFX:

By: _____ Date: 07/17/25

Print Name: Cristina T. Berrios Title: Deputy General Counsel

EXHIBIT “A”

Dewberry

MEMORANDUM

Date: July 9, 2025

To: David Falk, PE - Director of Engineering

From: Scott Kamien, PE SMK

Subject: Design Consultant Services - Contract 001905
CFX Project No. 408-315A
SR 408 EB Widening and Ramps from OBT to I-4
Supplemental Agreement #4

Comments:

I have reviewed the fee sheet and scope of services for Supplemental Agreement #4 (SA #4) submitted by Moffatt & Nichol (M&N) on 5/2/2025 for the SR 408 Eastbound Widening and Ramps from OBT to I-4. SA #4 is for post-design services for this project.

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

$ 450,422.46	Moffatt and Nichol as Prime
$ 444,963.41	Total Subconsultant Fees
$ 895,385.87	Total Requested Contract Amount

The total staff hours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this SA #4 in the amount of $895,385.87.

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

cc:

Keith Jackson, PE Dewberry
File

moffatt & nichol

1025 Greenwood Blvd., Suite 371
Lake Mary, FL 32746

(407) 562-2030 Fax (407) 562-2031
www.moffattnichol.com

May 2, 2025

Mr. David Falk, P.E.
Director of Engineering
Central Florida Expressway Authority
4974 Orlando Tower Rd.
Orlando, FL 32807

Subject: **SR 408 Eastbound Lane Addition, OBT to I-4**
Project № 408-315A
Contract № 001905
Supplemental Amendment 4

Dear David:

As requested, attached please find our supplemental for post design services on the above referenced project.

If you have any questions, please contact me.

Sincerely,

MOFFATT & NICHOL

William A Terwilleger

William A Terwilleger, P.E.
Project Manager

Exhibit "A"

Project 408-315A
SR 408 Eastbound Lane Addition, OBT to I-4
Post-Design Scope of Services (Section 4.23), S.A. #4

4.23 Post Design Services

A. Compensation

The Consultant's compensation for post-design services is being added by this 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 or clarifications.

B. General Support

The Consultant shall support the post-design process as follows:

a) Answer questions relative to the plans, typical sections, quantities and special provisions.
b) Make any necessary corrections to the plans, typical sections, quantities, notes, etc. as may be required.
c) Attend pre-award meeting with Contractor, CFX, and CFX's CEI.

C. Pre-bid Conference

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. Addenda

The Consultant shall prepare any addenda required to clarify the work included in the contract documents. Addenda may be required based on the project inspection with the 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. Field Visits

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 replace the formal construction inspection by CFX's CEI. 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 within five business days of the trip.

F. Shop Drawing Reviews

The Consultant shall review and approve shop drawings from the Contractor for roadway, structural, lighting, FON, signing, signal and drainage elements. This work will include the erection procedure plans, review proposals for substitutions, development of supplemental agreements, and assistance with other engineering services required to facilitate construction of the project. Reviews will be conducted and returned within two weeks from receipt of information.

G. Request for Information

The Consultant shall respond to requests for information from the Contractor and/or CFX's CEI.

H. Plans Revisions

The Consultant shall develop plan revisions when directed by CFX and/or CFX's CEI to document design changes in the contract plans.

I. Meetings

The Consultant shall attend a maximum of three (3) partnering meetings as requested by CFX. The Consultant will also attend progress / coordination meetings as requested by CFX including, but not limited to, the Notice to Proceed meeting.

J. Bridge Load Ratings

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. Geotechnical Engineering

The Consultant shall provide geotechnical engineering services as needed by CFX, relative to pile driving, earthwork, embankment and MSE wall construction.

L. Utilities

The Consultant shall provide utility consulting services as needed by CFX, relative to proposed utility adjustments within the project limits.

M. Record Drawings

The Consultant shall prepare final electronic files with changes made during construction including field changes or revisions as provided by the CEI.

Project 408-315A
Contract 001905

SUPPLEMENTAL AGREEMENT NO. 3
TO AGREEMENT FOR PROFESSIONAL SERVICES FINAL DESIGN
SR 408 Eastbound (EB) Lane Addition, OBT (US 441) to I-4

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 Moffatt & Nichol, Inc., a California 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 December 8, 2022, CFX and Consultant executed an agreement for Professional Services, Final Design, as amended or supplemented by Supplemental Agreement No. 1 dated September 29, 2023, and Supplemental Agreement No. 2 dated December 12, 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 July 9, 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 $127,350.50 to $2,797,192.49.

b. The Subcontract Items are adjusted upward by $197,228.04 to $2,583,930.82 as follows:

- BASE $106,082.79
- Bentley $5,863.07
- TLP $39,277.13
- VHB $46,005.05

c. The Allowance remains unchanged at $0.00.

d. The Total Maximum Limiting Amount is adjusted upward by $324,578.54 to $5,381,123.31.

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 August 14, 2025, and Moffatt & Nichol, Inc. signing through its undersigned signatory, duly authorized to execute same.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____ Date: _____

Print Name: _____ Title: _____

MOFFATT & NICHOL, INC.

By: _____ Date: 07/18/2025

Print Name: Jeff C. Helms, PE Title: Vice President

Reviewed and approved as to form for the exclusive reliance of CFX.

By: _____ Date: 07/17/25

Print Name: Cristina T. Berrios Title: Deputy General Counsel

EXHIBIT “A”

Dewberry

MEMORANDUM

Date: July 9, 2025

To: David Falk, PE CFX Director of Engineering

From: Scott Kamien, PE SMK

Subject: Design Consultant Services - Contract 001905
CFX Project No. 408-315A
SR 408 EB Widening and Ramps from OBT to I-4
Supplemental Agreement #3

Comments:

I have reviewed the fee sheet and scope of services for Supplemental Agreement #3 (SA #3) submitted by Moffatt & Nichol (M&N) on 7/9/2025 for the SR 408 Eastbound Widening and Ramps from OBT to I-4. SA #3 is for additional professional services to redesign the Orange Blossum Trail (OBT) westbound off ramp and toll gantry, including an ADMS requested by the City of Oralndo and wall changes associated with a muck area, the addition of milling and resurfacing on SR 408 from I-4 to OBT, and beam strengthening design and load ratings.

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

$ 127,350.50	Moffatt and Nichol as Prime
$ 197.228.04	Total Subconsultant Fees
$ 324,578.54	Total Requested Contract Amount

The total staff hours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this SA #3 in the amount of $324,578.54.

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

cc:

Keith Jackson, PE Dewberry
File

moffatt & nichol

1025 Greenwood Blvd., Suite 371
Lake Mary, FL 32746

(407) 562-2030 Fax (407) 562-2031
www.moffattnichol.com

July 9, 2025

Mr. David Falk, P.E.
Director of Engineering
Central Florida Expressway Authority
4974 Orlando Tower Rd.
Orlando, FL 32807

Subject: **SR 408 Eastbound Lane Addition, OBT to I-4**
Project № 408-315A
Contract № 001905
Supplemental Agreement 3

Dear David:

Attached please find our supplemental for additional design services on the above referenced project. This supplemental covers the following task.

- Beam strengthening for the SR 408 bridges over Parramore Avenue, Hicks Avenue, and Westmoreland Drive.
- Additional structural design effort for new wall along the SR 408 off ramp to OBT.
- Additional toll effort for phasing the construction of the WB SR 408 off ramp to OBT.
- Additional miscellaneous design effort for lighting and ITS.

If you have any questions, please contact me.

Sincerely,

MOFFATT & NICHOL

William A Terwilleger

William A Terwilleger, P.E.
Project Manager

Exhibit A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

DRAFT SCOPE OF SERVICES

FOR

S.R. 408 EASTBOUND (EB), 4th LANE

ADDITION, OBT (US 441) to I-4

PROJECT NO. 408-315A

Supplemental No. 3

IN ORANGE COUNTY, FLORIDA

July 8, 2025

Exhibit A

SCOPE OF SERVICES

1.0 GENERAL

1.2 Description

The design elements will include:

1. Beam strengthening for the SR 408 bridges over Parramore Avenue, Hicks Avenue, and Westmoreland Drive.
2. Additional structural design effort for new wall along the SR 408 off ramp to OBT.
3. Additional toll effort for phasing the construction of the WB SR 408 off ramp to OBT.
4. Additional miscellaneous design effort for lighting and ITS.

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. 408 4th EB from OBT to I-4.

4.0 WORK PERFORMED BY CONSULTANT

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

4.1 Design Features

A. Major elements of the work include the following:

1. Additional design elements include structural design beam strengthening for the EB SR 408 bridges over Parramore Avenue and Hicks Avenue.
2. Additional structural design for the walls at the WB SR 408 exit ramp to OBT.
3. Additional elements include additional lighting design efforts and ITS efforts

4.13 Structures Design

A. The Consultant shall prepare designs and contract documents for structural design including, but not necessarily limited to the following items.

1. Several of the beams from the original construction (1970's) of the

SR 408 bridges over Parramore Avenue, Hicks Avenue, and Westmoreland Drive have insufficient shear capacity when load rated using current FDOT/AASHTO criteria. Additional shear capacity will be provided by applying Carbon Fiber Reinforced Polymer (CFRP) to the exposed surfaces of these beams.

2. No revisions to the Maintenance of Traffic are anticipated as the beam strengthening construction can be performed with the bridges open to traffic. The plans will include requirements for the Contractor to replace in-kind all existing aesthetic treatments (wall panels, etc.) that are removed to provide access and/or damaged due to the Contractor's operations.

3. Specific Tasks will include:
    a. Review most current bridge inspection reports (to be provided by CFX)
    b. Perform load rating of existing beams to determine capacity
    c. For beams with inadequate load ratings:
        - Document adequacy for strengthening using FDOT criteria
        - Design CFRP strengthening
        - Perform load rating of strengthened beams
        - Revise design calculations reports and load rating reports for strengthened beams
    d. Prepare plan sheets for beam strengthening
    e. Prepare Technical Special Provision for beam strengthening
    f. Add beam strengthening to quantities and cost estimate
    g. Coordinate with CFX and adjacent SR 408-315 project on strengthening details and requirements

4. Retaining walls at SR 408 WB exit ramp to OBT
    a. Soldier Pile/Lagging wall to support existing partial height MSE Wall along WB SR 408 east of OBT bridge and reconstruct planter walls to accommodate the new Ramp gantry, existing drainage outfall structure from SR 408 and existing cladding walls. Coordination with walls constructed under SR 408 Widening (CFX Contract 252A) and SR 408 widening under I-4, temporary walls at Westmoreland and Parramore to accommodate the new ramp bridges.
    b. Planter Wall modifications for WB OBT Off Ramp at OBT bridge and planter wall modifications along Long Street
    c. Address aesthetics at WB side of OBT Bridge with reconstruction of walls along WB OBT Off Ramp.
5. Wall Construction Phasing
    a. Permanent and Critical temporary wall construction sequencing sheets needed to show phased wall installation/removal to work

with bridge widening/construction phasing, Roadway TTCP and existing cladding walls and footings.

6. New Cladding Walls
   a. Add cladding walls for the new ramp bridges over Westmoreland, Parramore and Hicks based on aesthetic coordination meeting.
   b. Review/customize existing cladding wall interface with proposed new cladding walls around Ramp bridges.
7. Miscellaneous structures effort associated with these tasks:
   a. One (1) new catilever structure along WB Off-Ramp to OBT (OC-14)
   b. One (1) relocated truss structures along WB SR408, requiring dual upright into the median barrier and single upright supported on behind noise wall (OT-3).

4.15 Roadway Lighting

A. CFX light vendors updated the lighting metrics to the lighting specs for the requested underdeck and sign lights, City of Orlando is requesting a DMS be installed for the re-aligned WB off ramp for events, and VHB is to add a CCTV for viewing of WB OBT Off ramp as well as the new DMS. As part of this work, the following defines the additional work efforts are needed to ensure the lighting and ITS elements of the SR 408 project are addressed.
   1. LDAR updates for underpass and sign lighting
   2. Updates to lighting quantities associated with the change in lighting type.
   3. Off-ramp lighting will be updated for the new ramp geometry
   4. Lighting Design Analysis Report will be updated to include the new ramp geometry as well as voltage drop analysis for the light poles along the relocated ramp.
   5. Off-ramp lighting will be updated for the new ramp geometry
   6. Lighting Design Analysis Report will be updated to include the new ramp geometry as well as voltage drop analysis for the light poles along the relocated ramp.

4.17 Signing and Pavement Marking Plans

A. Reference and Master Design File
   1. Additional striping along WB SR 408
   2. Revised striping at intersection of Long Street and OBT

B. Sign Panel Design Analysis
   1. Redesign of one (1) overhead sign along WB SR 408 (OH-20)
   2. Redesign of one (1) overhead sign along WB Off-Ramp to OBT (OH-12)

C. Additional coordination with the City of Orlando to address 100% Comments.

D. Update S&PM Quantities

E. Update S&PM Plans

1. Tabulation of Quantities
2. Plan Sheets
3. Guide Sign Worksheets
4. Signing Cross Sections

4.21 Fiber Optic Network (FON)

A. Additional effort associated with the new DMS for the SR 408 westbound off-ramp at OBT. The following defines the additional work efforts needed.

1. Development of conceptual DMS signing sheets
2. Development additional 3d models detailing obstructions and DMS viewing
3. Development of 3d model for CCTV viewing
4. Updates to plans for new CCTV and updated DMS infrastructure
5. Updates to Wiring and cabinet details for new devices
6. Updates to riser diagrams and PDAR
7. Updates to ITS quantities and cost estimate
8. WWVDS vendor coordination and analysis for detection type.
9. Updates to underpass lighting design, plans, pole data tables, and load center sheets

4.22 Toll Plazas

A. Additional effort assocated with the new toll plaza for the SR 408 westbound off-ramp at OBT. The following defines the additional work efforts needed.

1. Phased construction of the new gantry.
2. No changes are required to standard CFX gantry construction or previously completed design.
3. The new toll site will remain in the Phase IV submittal location.
4. A temporary gantry design and temporary gantry "siting" will not be required.
5. Tolling will be completed in degraded mode utilizing cameras only for the existing lane adjacent to the cash booth as the plaza canopy will be removed to allow phased construction of the new tolling point.
6. Hours are based on two Phases Phase I demo outside lane and canopy; Phase 2 open single lane through new gantry and demo cash lane and remainder of Plaza then proceed with completing construction of new concrete pavement.

Project 408-315A
Contract 001905

SUPPLEMENTAL AGREEMENT NO. 2

TO

AGREEMENT FOR PROFESSIONAL SERVICES

FINAL DESIGN

SR 408 Eastbound (EB) Lane Addition, OBT (US 441) to I-4

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 MOFFATT & NICHOL, INC., a California corporation, hereinafter called the "CONSULTANT".

WHEREAS, CFX and CONSULTANT entered into that certain Agreement for Professional Services between CFX and the CONSULTANT, dated December 8, 2022, as amended or supplemented by that certain Supplemental Agreement No. 1 between CFX and CONSULTANT dated September 29, 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 November 12, 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 $381,791.32 to $2,669,841.99.
    b. The Subcontract Items are adjusted upward by $534,974.77 to $2,386,702.78 as follows:

• BASE	$121,883.81
• Ardaman	$127,577.75
• VHB	$44,177.81
• TLP	$124,413.45
• Bentley	$78,135.40
• Salas	$38,786.55

    c. The Allowance is adjusted downward by $260,221.32 to $0.00.
    d. The Total Maximum Limiting Amount is adjusted upward by $656,544.77 to $5,056,544.77.

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 12th day of December, 2024, and MOFFATT & NICHOL, INC. signing through its Sr. Vice President, duly authorized to execute same.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams Date: 12/12/2024

Print Name: Aneth Williams Title: Director of Procurement

MOFFATT & NICHOL, INC.

By: Darrell Nance Date: 12/2/2024

Print Name: Darrell Nance,P.E. Title: Senior 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: 2024.12.02 12:21:51 -05'00' Date: December 2, 2024

Print Name: Angela J. Wallace Title: General Counsel

Dewberry

MEMORANDUM

Date: November 20, 2024

To: David Falk, PE CFX Engineering Project Manager

From: Scott Kamien, PE SMK

Subject: Design Consultant Services - Contract 001905
CFX Project No. 408-315A
SR 408 EB Widening and Ramps from OBT to I-4
Supplemental Agreement #2

Comments:

I have reviewed the fee sheet and scope of services for Supplemental Agreement #2 (SA #2) submitted by Moffatt & Nichol (M&N) dated November 12, 2024 for the SR 408 Eastbound Widening and Ramps from OBT to I-4. This SA #2 is for additional professional services to lengthen and change the Westmoreland Bridge from concrete to steel based on an unforeseen soil void. SA includes the additional geotechnical analysis and pile recommendations. SA efforts also include converting the WB OBT ramp toll plaza to a toll gantry and changing the alignment for improved operations including changes along Long Street, and adding a signal at Westmoreland for the new EB ramps.

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

$ 381,791.32	Moffatt as Prime
$ 534,974.77	Total Subconsultant Fees
$ 916,766.09	Total Requested Contract Amount

The total staff hours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this agreement in the amount of $916,766.09.

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

cc:

Keith Jackson, PE Dewberry
File

moffatt & nichol

1025 Greenwood Blvd., Suite 371
Lake Mary, FL 32746

(407) 562-2030 Fax (407) 562-2031
www.moffattnichol.com

November 12, 2024

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

Subject: **SR 408 Eastbound Lane Addition, OBT to I-4**
Project № 408-315A
Contract № 001905
Supplemental Amendment 2

Dear David:

Attached please find our supplemental for additional design services on the above referenced project. This supplemental combines the previous submitted supplementals into one overall supplemental as requested. This work covers the following task.

- Additional geotechnical analysis for lengthening the proposed ramp bridge over Westmoreland.
- Additional geotechnical analysis to delineate the limits of the void found under the proposed ramp bridge over Westmoreland.
- Additional structural design effort to change the superstructure of the proposed Westmoreland bridge from concrete FIBs to steel plate girders.
- Additional design effort for the proposed changes to the WB Off-Ramp to OBT and the adjacent sidestreets.

If you have any questions, please contact me.

Sincerely,

MOFFATT & NICHOL

William A Terwilleger

William A Terwilleger, P.E.
Project Manager

Exhibit A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

DRAFT SCOPE OF SERVICES

FOR

S.R. 408 EASTBOUND (EB), 4th LANE

ADDITION, OBT (US 441) to I-4

PROJECT NO. 408-315A

Supplemental Agreement No. 2

IN ORANGE COUNTY, FLORIDA

November 12, 2024

Exhibit A

SCOPE OF SERVICES

1.0 GENERAL

1.2 Description

The design elements will include:

1. Additional geotechnical analysis for lengthening the proposed ramp bridge over Westmoreland .
2. Additional geotechnical analysis to delineate the limits of the void found under the proposed ramp bridge over Westmoreland
3. Additional structural design effort to change the superstructure of the proposed Westmoreland bridge from concrete FIBs to steel plate girders.
4. Additional design effort for the proposed changes to the WB Off-Ramp to OBT and the adjacent sidestreets.

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. 408 4th EB from OBT to I-4.

4.0 WORK PERFORMED BY CONSULTANT

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

4.1 Design Features

A. Major elements of the work include the following:

Additional design elements include additional geotechnical analysis for the EB exit ramp bridge from SR 408 over Westmoreland Avenue. Structural design for the EB exit ramp bridge from SR 408 over Westmoreland Avenue. Additional design efforts for realigning the WB exit ramp to OBT including a new AET gantry and changes to Long Street.

Additional elements include drainage evaluation and design, permitting, lighting (, signing and pavement markings, signalization, ITS (fiber optic network), toll plaza, maintenance of traffic, utility design and coordination, geotechnical analysis, scheduling and project control, progress reporting and other tasks and associated activities.

4.5 Geotechnical Investigation

A. The work includes additional borings for structures and geotechnical design support relative to new ramp bridge over Westmoreland Drive associated with the lengthening of bridge due to the void discovered during previous Geotech drilling. Also included are the additional wall borings for the realignment of the SR 408 WB offramp to OBT.

For each boring the following additional services will be performed:

1. Perform site reconnaissance and utility clearance coordination relative to supplemental boring locations.
2. Perform SPT boring to described depths.
3. Visually examine all recovered soil samples in the laboratory utilizing the Unified Soil Classification System. Perform laboratory tests on selected representative soil samples, including grain size analysis, Atterberg limits, organic content, natural moisture content, and corrosion series testing as appropriate.
4. Collect groundwater level measurements and estimate wet seasonal high groundwater tables. The results of the additional subsurface soil exploration and laboratory testing program will be used to perform additional geotechnical engineering evaluation relative to foundation support. Findings will be presented in written reports per the established submittal schedule.

4.10 Environmental Permits

CFX's Project Manager will review, coordinate and submit the applications for all environmental permits. The Consultant shall revise the permit application for modification to Long Street and the WB exit from SR 408 to OBT.

4.11 Utilities

Utility Coordination for the additional work to close Long Street.

4.12 Roadway Design

A. The Consultant shall design the geometrics for the following:

1. Realignment of the WB exit ramp to OBT including the closing of Long Street
   - Include the proposed intersection and ramp improvements for the SR 408 WB off-ramp to OBT.
   - Convert ramp tolling to AET.
   - Widen WB Off-Ramp to OBT to provide additional turn lane storage.
2. Modifications to Long Street, Easy Avenue, Grove Avenue, Woods Avenue, Boston Avenue

- Reduce Long Street from 2-lane to 1-lane between Albany Avenue and Boston Avenue
- Convert 1-way traffic to 2-way between Woods Avenue and Boston Avenue
- Terminate WB Long Street at Woods Avenue.
- Construct 1-way connection between Grove Avenue and Woods Avenue.
- Terminate Grove Avenue at proposed pond

3. Pedestrian facilities
   - Sidewalk and curb ramps along 1-way connection between Grove Avenue and Woods Avenue.
   - Sidewalk and curb ramps along Woods Avenue
   - Sidewalk and curb ramps to connect existing sidewalks along OBT and Easy Avenue
4. Driveways
   - One (1) driveway accessing proposed pond

4.13 Structures Design

A. The Consultant shall prepare designs and contract documents for structural design including, but not necessarily limited to the following items.

1. New steel bridge designs will be provided for the following bridge:
   a. SR 408 EB exit ramp to I-4 over Westmoreland
2. Retaining walls at SR 408 EB exit ramp to I-4 over Westmoreland
   a. Revise the wrap around wall of the embankment plug between the ramp bridge over Westmoreland and the braided ramp bridge.
   b. Temporary walls at Westmoreland and Parramore to accommodate the new ramp bridges.
3. Cladding wall and pylon modifications at Westmoreland and Parramore.

B. Miscellaneous Structural Design
1. 2 new truss structures along WB Off-Ramp to OBT
2. 2 new truss structures along WB SR 408
3. 2 new cantilever structures along WB SR 408

C. The following summarizes additional structural design and plans production effort that is required due to changed field conditions:

1. Adjusted the number of cantilever sign support designs to reflect final signing plans.
2. Added permanent cantilevered sheet pile wall design required to isolate existing fourth level SR 408WB/I-4 SB ramp bridge pier footing from SR 408 EB widening surcharge loading.
3. Added specialty sign support designs for barrier mounted conditions at:
   a. retaining walls

b. median barrier

4. Added Upright supports/foundation designs for attachment of overhead sign structures to noise walls (variable heights, see signing cross sections)

D. The following summarizes additional structural design and plans production for additional walls at Westmoreland and for WB offramp to OBT.

1. Revise Wrap around Wall (4 sided wall) of the fill plug between Westmoreland Dr. & Braided Ramp to accommodate the longer ramp bridge over Westmoreland Dr. (treated as 2 walls).
2. Modify retaining wall with noise wall along Long Street and WB SR 408 for modifications to WB OBT Exit Ramp, accommodation of Toll Gantry and Long Street changes (2 Walls).
3. Temporary soldier pile/sheet pile walls at Westmoreland and Parramore to accommodate new ramp bridge.
4. 4 Additional planter walls including tiered wall at OBT, 1 under Westmoreland Ramp Bridge and 1 between Paramore and Hicks.
5. Cladding wall modification at Westmoreland and Parramore bridges and Pylons (assume 1 design for ea. site) and address critical temporary wall needed for WB OBT Ramp Wall changes (1 design).
6. Design new mast arms at intersection of Westmoreland and Carter Street. Known geotechnical issues may require special foundation design. Includes preparing analysis report.

4.14 Drainage Design

A. Prepare drainage design for the realignment of the WB exit ramp to OBT and the modifications to Long Street, Easy Avenue, Grove Avenue, Woods Avenue, Boston Avenue. Also, for redesigning the Long Street pond into one unified pond.

4.15 Roadway Lighting

A. The SR 408 westbound off-ramp at Orange Blossum Trail is proposed to be re-aligned. As part of this work, the following defines the additional work efforts are needed to ensure the lighting of the SR 408 ramp re-alignment project are addressed.

1. Off-ramp lighting will be updated for the new ramp geometry
2. Lighting Design Analysis Report will be updated to include the new ramp geometry as well as voltage drop analysis for the light poles along the relocated ramp.
3. LDAR updates for 408 WB Off-Ramps to I-4 East, replacement of 20 fixtures.
4. Provide smart lighting system within project limits
5. Lighting plans, quantities, and notes will be updated to show new lighting along the ramp.

4.16 Traffic Engineering

A. Maintenance of Traffic Plans

1. Consultant shall prepare maintenance of traffic plans to safely and effectively move vehicular traffic during the construction of the WB Off-Ramp to OBT.

4.17 Signing and Pavement Marking Plans

A. The following summarizes the S&PM effort associated with these tasks:

1. Reference and Master Design File
   a. WB Off-Ramp to OBT
   b. Long Street
   c. Easy Ave, Grove Ave., Grove Avenue Extension, Woods Ave, Boston Ave.
2. Sign Panel Design Analysis
   a. 4 overhead signs along WB SR 408
   b. 4 overhead signs along WB Off-Ramp to OBT
   c. 4 sidestreet signs (Easy, Grove, Woods, Boston)
3. Coordination Meetings with CFX/GEC to discuss Master Signing Plan
4. Coordination Meetings with the City of Orlando.

4.21 Fiber Optic Network (FON)

A. The SR 408 westbound off-ramp at Orange Blossum Trail is proposed to be re-aligned. As part of this work, the following defines the additional work efforts are needed to ensure ITS elements of the SR 408 ramp re-alignment project are addressed.
   1. Development of overhead DMS
      a. Cross sections will be provided showing new sign installation
   2. Development of Wrong Way Driving system for the off-ramp.
   3. ITS Power Design Analysis Report will be updated for the new WWD and DMS circuit this includes voltage drop analysis and short circuit analysis.
   4. Providing communication to the new tolling infrastructure
   5. Updating ITS electrical circuits as necessary for modifications to MSE walls
   6. Updating ITS communication infrastructure as necessary for modifications to MSE walls.
   7. Wrong way driving details and DMS mounting details, updated cabinet details, and wiring details will be provided
   8. ITS plans, quantities, and notes will be updated based on new infrastructure to be provided.

9. Provide interconnect and fiber splice diagrams for City of Orlando signalized intersection Westmoreland at Carter

4.22 Toll Plazas

B. Consultant shall prepare design and contract documents for the demolition for the existing SR 408 WB off ramp toll site at OBT and a new AET gantry for the realigned SR 408 WB off-ramp to OBT.

4.24 Signalization Plans

A. Consultant shall prepare designs and contract documents for final signalization plans including layouts showing the locations of mast arms and pedestrian features, special signal details, lighting, and any structural or foundation requirements in accordance with applicable design standards. Any requirements for electric service shall be coordinated with the local electric utility.

B. Plan sheets will be developed at a scale of I" =50' (11 "x 17" format).

C. Intersection of Carter Street and Westmoreland Drive.

Project 408-315A
Contract 001905

SUPPLEMENTAL AGREEMENT NO. 1

TO

AGREEMENT FOR PROFESSIONAL SERVICES

FINAL DESIGN

SR 408 Eastbound (EB) Lane Addition, OBT (US 441) to I-4

THIS SUPPLEMENTAL AGREEMENT NO. 1 TO AGREEMENT FOR PROFESSIONAL SERVICES FINAL DESIGN ("Supplemental Agreement") is made and entered into this 29th day of September, 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 MOFFATT & NICHOL, INC., a California corporation, hereinafter called the "CONSULTANT".

WHEREAS, CFX and CONSULTANT entered into that certain Agreement for Professional Services between CFX and the CONSULTANT, dated December 8, 2022; 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 19, 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 $196,882.73 to $2,288,050.67.
    b. The Subcontract Items are adjusted downward by $142,335.65 to $1,851,728.01 as follows:
        - BASE $142,335.65
    c. The Allowance is adjusted downward by $54,547.08 to $260,221.32.
    d. The Total Maximum Limiting Amount remains unchanged at $4,400,000.00.
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

MOFFATT & NICHOL, INC.

By: _____

Print Name: Darrell Nance

Title: Sr. Vice President

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

By: _____

Print Name: Laura L. Kelly

Title: Associate General Counsel

Exhibit "A"

Dewberry

MEMORANDUM

Date: August 4, 2023

To: David Falk, PE CFX Director of Engineering

From: Scott Kamien, PE SMK

Subject: Design Consultant Services - Contract 001905
CFX Project No. 408-315A
SR 408 EB Widening and Ramps from OBT to I-4
Supplemental #1

Comments:

I have reviewed the fee sheet and scope of services for Supplemental Agreement #1 submitted by Moffatt & Nichol (M&N) dated June 19, 2023 for the SR 408 Eastbound Widening and Ramps from OBT to I-4. This Supplemental agreement will move the design of the SR 408 bridge over Hicks Ave and the I-4 exit ramp bridge inhouse to M&N) to meet CFX's 55% design fee requirement. M&N's subconsultant is aware of the change and in agreement to release this portion of the design.

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

$ 196,882.73	Moffatt and Nichol as Prime
$ (142,335.65)	Total Subconsultant Fees
$ 54.547.08	Total Requested Contract Amount

The total staff hours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this agreement in the amount of $54,547.08.

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

cc:

Keith Jackson, PE Dewberry
File

Exhibit "A"

moffatt & nichol

1025 Greenwood Blvd., Suite 371
Lake Mary, FL 32746

(407) 562-2030 Fax (407) 562-2031
www.moffattnichol.com

June 19, 2023

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

Subject: **SR 408 Eastbound Lane Addition, OBT to I-4**
Project № 408-315A
Contract № 001905
Supplemental Amendment 1

Dear Dana:

Attached please find our supplemental for shifting structure design effort from our subconsultant BASE to Moffatt & Nichol on the above referenced project.

If you have any questions, please contact me.

Sincerely,

MOFFATT & NICHOL

William Terwilleger

William A Terwilleger, P.E.
Project Manager

Exhibit "A"

BASE CONSULTANTS
Engineering + Construction | CGC 1521662

August 8, 2023

Bill Terwilleger, P.E.
Moffatt & Nichol
1025 Greenwood Blvd., Suite 371
Lake Mary, FL 32746

Subject: **SR 408 EB Lane Addition, OBT to I-4**
Subconsultant Agreement

Dear Bill:

We understand that based on the Central Florida Expressway Authority (CFX) policy, Moffatt & Nichol (MN) as the prime consultant is required to perform 55% of the design work. To accomplish this requirement, we understand some scope modifications are needed under which the bridge design for the S.R. 408 over Hicks Ave bridge and the Exit Ramp to I-4 over Westmoreland bridge will be removed from BASE Consultants (BASE) scope and added to MN's scope and BASE will instead perform the design of the braided ramp bridge. This will result in our original fee being reduced by $142,335.65 to a new contract balance of $574,530.45.

We concur with this change to meet the contractual needs and appreciate the opportunity to support and collaborate with MN on this important project for CFX. If you have any questions, please contact me.

Sincerely,
BASE Consultants, Inc.



Ram Kozhikote, P.E.
Vice President

Exhibit "A"

moffatt & nichol

1025 Greenwood Blvd., Suite 371
Lake Mary, FL 32746

(407) 562-2030 Fax: (407) 562-2031
www.moffattnichol.com

July 31, 2023

BASE Consultants, Inc.
1214 East Concord Street
Orlando, FL 32803

Attn: Ram Kozhikote, P.E.

Subject: SR 408 EB Lane Addition, OBT to I-4
Subconsultant Agreement

Dear Ram:

As you are aware the Central Florida Expressway Authority (CFX) has a policy where the prime consultant is required to perform 55% of the design work. Based upon the final negotiate scope and fee Moffatt & Nichol (MN) was not meeting this requirement. To accomplish this requirement the bridge design for the S.R. 408 over Hicks Ave bridge and the Exit Ramp to I-4 over Westmoreland bridge will be removed from your scope and added to MN's scope and braided ramp bridge will be added to BASE's scope. This will result in your original fee being reduced by $142,335.65 to a new contract balance of $574,530.45. If you concur, please acknowledge by signing below.

We appreciate the support you have provided to date and look forward to our continued collaboration on this important project. If you have any questions, please contact me.

Sincerely,

MOFFATT & NICHOL

William Terwilleger

William A Terwilleger P.E.
Project Manager

Concurrence:
BASE Consultants, Inc.

Ram Kozhikote, P.E.

AGREEMENT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MOFFATT & NICHOL, INC.

DESIGN CONSULTANT SERVICES FOR
SR 408 EASTBOUND (EB) LANE ADDITION, OBT (US 441) TO I-4

PROJECT 408-315A, CONTRACT NO. 001905

CONTRACT DATE: DECEMBER 08, 2022
CONTRACT AMOUNT: $4,400,000.00

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

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

FOR

SR 408 EASTBOUND (EB) LANE ADDITION, OBT (US 441) TO I-4
PROJECT 408-315A

DESIGN SERVICES

CONTRACT NO. 001905

DECEMBER 2022

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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Project No. 408-315A
Contract No. 001905

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this 08th day of December 2022, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 2014-171, Laws of Florida, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter "CFX," and MOFFATT & NICHOL, INC., hereinafter called "CONSULTANT," registered and authorized to conduct business in the State of Florida, carrying on professional practice in engineering, with offices located at 1025 Greenwood Boulevard, Suite 371, Lake Mary, FL 32746.

WITNESSETH:

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

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

1.0. DEFINITIONS.

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

2.0. SERVICES TO BE PROVIDED

CFX does hereby retain the CONSULTANT to furnish certain professional services in connection with the design of SR 408 Eastbound (EB) Lane Addition, OBT (US 441) To I-4 identified as Project No. 408-315A and Contract No. 001905.

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

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

The work covered by this Agreement as described in **Exhibit "A,"** includes the preparation of construction plans for one construction project. If the work is divided into more than one construction

project by CFX's Project Manager, then the CONSULTANT shall supply construction plans for each project. A Supplemental Agreement will be required for the additional work.

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

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

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

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

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

3.0. TERM OF AGREEMENT AND RENEWALS

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

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

4.0. PROJECT SCHEDULE

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

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

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

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

5.0. PROFESSIONAL STAFF

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

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

The approved subconsultants are:

Ardaman & Associates, Inc.	Class II
Base Consultants, Inc.	Class I
Bentley Group, Inc. dba Bentley Architects & Engineers, Inc.	Class I
Brindley Pieters & Associates, Inc.	Class I
Colliers Engineering & Design, Inc.	Class I and Class II
Salas O'Brien Florida, Inc.	Class I
Tierra, Inc.	Class II
TLP Engineering Consultants, Inc.	Class I
Vanasse Hangen Brustlin, Inc.	Class I

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

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

6.0. COMPENSATION

CFX agrees to pay the CONSULTANT compensation as detailed in **Exhibit "B"**, Method of Compensation, attached hereto and made a part hereof, in the not-to-exceed amount of $4,400,000.00 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 1025 Greenwood Boulevard, Suite 371, Lake Mary, FL 32746.

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

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

An excerpt of Section 119.0701, Florida Statutes is below.

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

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

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

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

8.0. COMPLIANCE WITH LAWS

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

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

8.1 Limitation of Liability: PURSUANT TO SECTION 558.0035(1)(D), FLORIDA STATUTES, CONSULTANT MAINTAINS ANY PROFESSIONAL LIABILITY INSURANCE REQUIRED UNDER THIS CONTRACT. THEREFORE, PURSUANT TO SECTION 558.0035(1)(C), FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF THE CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF PROFESSIONAL SERVICES RENDERED UNDER THIS PROFESSIONAL SERVICES CONTRACT.

9.0. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

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

10.0. TERMINATION

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

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

If CFX requires termination of the Agreement for reasons other than unsatisfactory performance of the CONSULTANT, CFX shall notify the CONSULTANT in writing of such termination, not less

than seven (7) calendar days as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

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

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

11.0. ADJUSTMENTS

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

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

12.0. HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY

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

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

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

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

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

The obligations in Section 12.0, Hold Harmless and Indemnification, shall survive the

expiration or termination of this Agreement and continue in full force and effect.

13.0. INFRINGEMENT OF PATENTS AND COPYRIGHTS

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

14.0. THIRD PARTY BENEFICIARY

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

15.0. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16.0. COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS

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

Regarding the use of logos, printed documents and presentations produced for CFX shall not contain the name or logo of the CONSULTANT unless approved by CFX's Public Affairs Officer or his/her designee. Prior approval by CFX's Public Affairs Officer or his/her designee is required if a

copy of the CFX logo or any CFX mark, including trademarks, service marks, or any other mark, collectively referred as "Marks," is to be used in a document or presentation. The Marks shall not be altered in any way. The width and height of the Marks shall be of equal proportions. If a black and white Mark is utilized, the Mark shall be properly screened to insure all layers of the Mark are visible. The proper presentation of CFX Marks is of utmost importance to CFX. Any questions regarding the use of CFX Marks shall be directed to the CFX Public Affairs Officer or his/her designee.

17.0. CONFLICT OF INTEREST AND STANDARD OF CONDUCT

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

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

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

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

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

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

During the term of this Agreement the CONSULTANT is NOT eligible to pursue any advertised construction engineering and inspection projects of CFX as either a prime or subconsultant

where the CONSULTANT participated in the oversight of the projects or for any project which the CONSULTANT prepared plans and/or specifications. Subconsultants are also ineligible to pursue construction engineering and inspection projects where they participated in the oversight of the projects or for any project which the subconsultant was involved in the preparation of plans and/or specifications.

18.0. DOCUMENTED ALIENS

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

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

19.0. E-VERIFY CLAUSE

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

20.0. INSPECTOR GENERAL

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

21.0. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

Pursuant to Section 287.133(2)(a), Florida Statutes,
"a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on

leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO ($35,000) for a period of 36 months following the date of being placed on the convicted vendor list."

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

22.0. COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

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

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

23.0. AVAILABILITY OF FUNDS

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

24.0. AUDIT AND EXAMINATION OF RECORDS

24.1 Definition of Records:

(i) "Contract Records" shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, related to the Contract or the CONSULTANT's performance of the Contract

determined necessary or desirable by CFX for any purpose. Proposal Records shall include, but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by CONSULTANT in determining labor, unit price, or any other component of a bid submitted to CFX.

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

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

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

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

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

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

25.0. GOVERNING LAW AND VENUE

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

26.0. NOTICE

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

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

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

To CONSULTANT: Moffatt & Nichol, Inc.
1025 Greenwood Boulevard, Suite 371
Lake Mary, FL 32746
Attn: Bill Terwilleger, PE – Project Manager

Moffatt & Nichol, Inc.
1025 Greenwood Boulevard, Suite 371
Lake Mary, FL 32746
Attn: Darrell Nance, PE

27.0. HEADINGS

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

28.0. CONTRACT LANGUAGE AND INTERPRETATION

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

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

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

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

29.0. ASSIGNMENT

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

30.0. SEVERABILITY

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

31.0. INTEGRATION

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

32.0. ATTACHMENTS

Exhibit "A", Scope of Services
Exhibit "B", Method of Compensation
Exhibit "C", Details of Cost and Fees
Exhibit "D", Project Organization Chart
Exhibit "E", Project Location Map

Exhibit “F”, Project Schedule
Exhibit “G”, Potential Conflict Disclosure Form

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the CONSULTANT and CFX have caused this instrument to be signed by their respective duly authorized officials, as of the day and year first above written. This Contract was awarded by CFX's Governing Board at its meeting on December 08, 2022.

MOFFATT & NICHOL, INC.

BY: _____
Authorized Signature

Print Name: Darrell Nance

Title: Sr. Vice President

ATTEST: _____ (Seal)
Secretary or Notary

JENNA KEMPF
Notary Public - State of Florida
Commission # HH 248947
My Comm. Expires May 16, 2026
Bonded through National Notary Assn.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: Aneth Williams
Digitally signed by Aneth Williams
Date: 2022.12.22 10:43:19 -05'00'
Director of Procurement

Print Name: _____

Effective Date: _____

Approved as to form and execution, only.

Laura Newlin Kelly
Digitally signed by Laura Newlin Kelly
Date: 2022.12.22 10:13:43 -05'00'

General Counsel for CFX

Print Name: Diego "Woody" Rodriguez

EXHIBIT A

SCOPE OF SERVICES

Exhibit A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

FOR

S.R. 408 EASTBOUND (EB), 4th LANE

ADDITION, OBT (US 441) to I-4

PROJECT NO. 408-315A

IN ORANGE COUNTY, FLORIDA

November 14, 2022

Exhibit A

SCOPE OF SERVICES

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1.0 GENERAL

1.1 Location

A. See EXHIBIT "E", Line and Grade Scroll Plots.

1.2 Description

The professional services will include an alternatives evaluation report and the final design and preparation of construction drawings / specifications for the proposed S.R. 408 Eastbound (EB) 4th lane addition from Orange Blossom Trail (OBT) to I-4. Specifically, the project consists of tying into CFX current design project 408-315 from OBT and extending east to I-4.

The alternatives evaluation report will consist of reviewing the preliminary Line and Grade concept prepared by TLP and making recommendations for the final design to I-4. This report shall include any ramp alternatives and include profiles for this concept.

Design elements will include 4th lane EB on SR 408, the ramp from OBT to I-4, the SR 408 ramp to I-4 and the ramp from Westmoreland Avenue to SR 408. Structural design will include the I-4 ramp over Westmoreland Drive, the I-4 on-ramp over Westmoreland, the I-4 braided ramp bridge over the SR 408 ramp, the I-4 ramp over Paramore Avenue, EB SR 408 over future Hicks Avenue and the I-4 ramp over future Hicks Avenue.

Additional elements include surveying, drainage evaluation and design, permitting, lighting (, signing and pavement markings, signalization, ITS (fiber optic network), toll plaza, maintenance of traffic, utility design and coordination, geotechnical analysis, scheduling and project control, progress reporting and other tasks and associated activities. Close coordination with the City of Orlando and TLP will be required.

1.3 Purpose

A. The purpose of this Exhibit is to describe the scope of work and responsibilities required in connection with Final Engineering and Final Construction Drawings and Documents for the proposed S.R. 408 4th EB from OBT to I-4.

B. The Consultant shall perform those engineering services as required for final roadway/drainage plans, final bridge plans, final lighting plans, final traffic control plans, final utility plans, final ITS (fiber optic network) plans, final toll plaza plans, final signalization plans, final signing and pavement marking plans and preparation of a complete environmental resource application (or permit modification) including 100% storm water management.

C. CFX's Project Manager will provide contract administration, management services and technical reviews of all work associated with the preliminary and final designs.

D. It is understood that references throughout this document to items of work and services to be performed are the responsibility of the Consultant unless otherwise expressly stated as the responsibility of others.

1.4 Organization

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

1.5 Term of Agreement for Design Services

A. The term of the Agreement to perform the required design services shall be within eighteen (18) months from notice to proceed, including all reviews. Any fast track of services will be at the direction of CFX's Project Manager.

B. The Consultant may continue the design efforts while design submittals are being reviewed. Doing so, however, in no way relieves the Consultant of the responsibility to incorporate review comments into the design, nor does it entitle the Consultant to any additional design fees as a result of making changes due to review comments.

1. Project Milestones:

   The Consultant will prepare a tabulation of major project milestones.

2. Project Schedule:

   The Consultant shall include a schedule of major design tasks.

2.0 STANDARDS

A. The applicable design and construction standards and policies of the Florida Department of Transportation, Federal Highway Administration (FHWA), American Association of State Highway and Transportation Officials (AASHTO), Transportation Research Board (TRB), Standard Building Code, CFX's Design Guidelines, CFX's ITS Design Standards, CFX's Lighting Design Standards, and CFX's Guidelines for Preparation of Signing and Pavement Marking Plans shall be followed throughout the design and construction of the project unless specifically stated otherwise. The editions of the applicable standards and policies in effect at the time of Contract execution shall be used except as follows:

1. Division II, Construction Details, and Division III, Materials, of the FDOT Standard Specifications for Road and Bridge Construction, 2019 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) Handbook, 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 Central Florida Expressway Authority (CFX) Design Guidelines, latest edition.

B. 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.

C. Design year – 2045

D. Design vehicle – WB-62FL

E. 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. 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.

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:

Design elements will include 4th lane EB on SR 408, the ramp from OBT to I-4, the SR 408 ramp to I-4 and the ramp from Westmoreland Avenue to SR 408. Structural design will include the I-4 ramp over Westmoreland Drive, the I-4 on-ramp over Westmoreland, the I-4 braided ramp bridge over the SR 408 ramp, the I-4 ramp over Paramore Avenue, EB SR 408 over future Hicks Avenue and the I-4 ramp over future Hicks Avenue. Consultant shall coordinate all design files from the 408-315 project to assure proper connections.

Additional elements include surveying, drainage evaluation and design, permitting, lighting (, signing and pavement markings, signalization, ITS (fiber optic network), toll plaza, maintenance of traffic, utility design and coordination, geotechnical analysis, scheduling and project control, progress reporting and other tasks and associated activities. Close coordination with the City of Orlando and TLP will be required.

4.2 Governmental Agencies

A. The Consultant shall coordinate with and assist in securing the approval of all interested agencies involved. These agencies may include, but are not necessarily limited to Orange County, City of Orlando, FDOT, USACE, and applicable Water Management District(s).

4.3 Preliminary Design Report - Review

A. Consultant shall prepare an alternatives evaluation report including a review of the preliminary Line and Grade concept prepared by TLP and make recommendations for the final design to I-4. This report shall include any ramp alternatives and include profiles for this concept. 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. Survey for this project has been completed within the 408-315 contract. CFX will be provided associated coverage including Horizontal Project Control, Vertical Project Control, Alignment and Existing R/W Lines, Aerial Targets, Reference Points, Topography, Side Street Surveys, and Underground Utilities. The consultant shall review all provided information and identify any additional coverage to fill in gaps.

B. All Surveying and Mapping shall be performed by CFX.

C. Alignment

1. NA

D. Reference Points

1. NA

E. Bench Levels

1. NA

F. Topography

1. NA

G. Drainage Survey

1. NA

H. Underground Utilities

1. NA

I. Side Street Surveys

1. NA

J. Bridge Survey

1. NA

K. Jurisdictional Line Surveys

1. NA

L. Geotechnical Surveys

1. NA

M. Right-of-Way Ties

1. NA

N. CFX ITS/FON

1. NA

4.5 Geotechnical Investigation

A. The Consultant shall perform a geotechnical investigation of the project in accordance with the requirements of CFX.

B. Investigations shall be performed with minimal disruption of the normal traffic flow for the project. Field personnel shall use safety devices such as warning signs, traffic cones, warning lights, and safety vests at all times, according to CFX requirements. The Consultant shall adhere to all traffic control requirements when taking samples on existing roadways. A traffic control plan and permit may be required. Any advanced warning signs required when crews are working on CFX system shall be made with 3M Scotchlite Diamond Grade Fluorescent orange roll up sign sheeting.

C. The work includes, but is not limited to, identifying roadway structural section requirements, LBR testing, design methods for the selected foundation, external stability evaluation at proprietary retaining walls, groundwater and estimated seasonal high groundwater level, estimate of the maximum rate of pumping that will be required at sites that dewatering is anticipated, certification of all under drain and pond draw down times, pH and resistivity conditions requiring design considerations, soil shrinkage/swell characteristics, slope stability and benching in embankment/excavation locations, recommendation for methods of rock excavation, potential imported borrow sites and availability of structural section materials, location and depths of unsuitable material (muck), and design alternatives based on geotechnical findings; design values for active, at rest, and passive soil pressures; allowable design loads or pressures for each foundation type, corrosion testing for structures and design of foundations for sign structures. The work will also include verification of existing median bridge foundation capacities previously constructed for future widening.

D. The results of the geotechnical investigation shall be contained in a Geotechnical Report which shall be submitted to CFX's Project Manager for approval. The geotechnical investigation shall include all necessary laboratory testing of materials.

E. Upon approval of the Geotechnical Report, the Consultant shall proceed with preparation of the pavement and foundation designs.

F. Boring profiles shall be included on cross-section sheets in the contract plans and include the boring number, station, offset, soil legend, observed water table, design high water elevation and geotechnical consultant's address. A boring number and target symbol shall be shown at the appropriate location on the roadway and bridge plans.

G. Roadway core samples shall be taken to determine the existing pavement section. The Consultant shall submit a plan to CFX for location approval.

4.6 Contamination Impact Analysis

A. The Consultant shall perform a contamination impact analysis of the project in accordance with the applicable rules and regulations of the FDOT Project Development and Environment Guidelines, Chapter 22, the Florida Department of Environmental Protection (FDEP), and all other pertinent State or Federal agencies having jurisdiction, and the requirements of CFX.

B. At a minimum, the Consultant shall conduct a windshield survey along the project corridor to identify any new sources of environmental contamination not reported in the referenced document(s).

C. The testing of any sites including the use of ground penetrating radar, if required to complete the design and/or construction of the project, will be added to the Scope of Services by Supplemental Agreement.

4.7 Pavement Design

A. The Consultant shall prepare the pavement design as appropriate in accordance with the requirements of the FDOT for SR 408 mainline and interchange ramps, ramp toll plazas or gantries, and any local roadways impacted by the project.

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 Borrow Pits

A. The Consultant’s geotechnical investigation may include the investigation of current borrow pits. The location and testing of any new borrow pits if required to complete the construction of the project shall be added to the Scope of Services by Supplemental Agreement. The analysis and test results shall be contained in a separate report submitted not later than the preliminary submittal.

4.9 Governmental Agency and Public Meetings

A. Except as may be provided elsewhere in this Scope of Services, the Consultant shall have appropriate representatives present at such meetings, conferences or hearings as CFX may direct to secure necessary approvals and/or support of the project by county, municipal, or other governmental agencies. If so directed, the Consultant shall also have appropriate representatives present at meetings or conferences of CFX, its Chairman or staff.

B. The Consultant shall assist CFX in presentations to various parties. The Consultant shall prepare exhibits pertaining to basic roadway 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.

4.10 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 copies of all drainage calculation, including pond routing nodal diagrams, for the project.

6. Assist CFX in responding to any requests for additional information made by regulatory agencies after the permit application is submitted.

7. Incorporate any changes required by changes in regulatory agency requirements during the course of the project. If this requires additional work by the Consultant a Supplemental Agreement will

be prepared.

8. Prepare a list of adjacent landowners along with address and nine-digit zip code at all wetland encroachment sites.

9. Provide all permit application material in .pdf format.

10. The Consultant will provide dredge and fill sketched as required by the permitting agencies if applicable. Mitigation plans, if required, may be added as a supplemental service.

11. Determine extent of floodplain impacts, if any, and provide compensatory flood stages as required.

4.11 Utilities

A. Location

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

B. Utility Coordination

1. The Consultant shall 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 days in advance of meetings with utility companies/agencies scheduled to discuss utility relocations.

4. The preparation and negotiation of the agreement will be performed by CFX's Project Manager. After approval of the agreement by the

utility and CFX, the Consultant shall prepare reproducible utility adjustment sheets identifying proposed relocations with respect to the construction plans.

5. The Consultant shall prepare a utility conflict matrix to assist in identifying and resolving conflicts between utilities and proposed construction prior to completion of the plans.

6. The Consultant shall obtain utility work schedules from the utility companies.

7. The Consultant shall prepare the Utility Certification Letter certifying that all utility negotiations (full execution of each agreement, approved utility work schedule, technical special provisions written, etc.) have been completed with arrangements made for utility work to be undertaken and completed as required.

4.12 Roadway Design

A. A Typical Section Package will not be prepared for this project. Rather, typical sections for SR 408 mainline, interchange ramps, and impacted local roadways will be prepared as part of the Preliminary Engineering Memorandum and submitted to CFX for review and approval.

B. The Consultant shall design the geometrics for this project using the design standards included in the Central Florida Expressway Authority Design Guidelines, latest edition.

4.13 Structures Design

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

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

C. The Consultant shall perform an evaluation of the existing median bridge foundations, previously constructed for future widening, to determine acceptability for HL93 loading and the potential for additional future transit loading.

4.14 Drainage Design

A. As part of the drainage design requirements, the Consultant shall:

1. Review and make recommendations from the Stormwater Management Concept Report put together by TLP dated 10-22-21. A coordination meeting with the GEC will also need to take place for updates. It is anticipated that 3 ponds will need to be designed.

2. Finalize the pond design at the 30% submittal for those recommended ponds.

3. Have its chief drainage engineer available at the scheduled (bi-weekly/monthly) team meetings to review progress and discuss problems.

4. Notify CFX's Project Manager immediately if any deviation from approved design criteria is anticipated.

5. Provide drainage/contour maps as needed used in the development of the drainage design to CFX for use in scheduled reviews. These maps will be returned to the Consultant along with review comments at the end of the review process.

6. Provide copies of its internal quality control comments and calculations at the scheduled reviews.

7. Identify in the Preliminary Engineering Memorandum any existing drainage concerns along the corridor and potential fixes or modifications.

4.15 Roadway Lighting

A. The Consultant shall provide a complete set of final roadway lighting documents in accordance with FDOT and CFX design criteria. These plans shall include replacement of all CFX lighting on the corridor to LED, including roadway and ramp fixtures, overhead sign lighting, and underdeck lighting. No lighting is anticipated along Carter Street. 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 high pressure sodium lights along SR 408 were not converted to LED during the I-4 ultimate project. Consultant shall identify these areas and complete the conversion within CFX's jurisdiction between the 408-315 project and 408-167 limits accordingly.

4.16 Traffic Engineering

A. Traffic Data will be furnished by CFX.

B. Maintenance of Traffic Plans

1. The Consultant shall prepare maintenance of traffic plans at scale of 1”=50’ to safely and effectively move vehicular and pedestrian traffic during all phases of construction. The designs shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations. Special consideration shall be given to the construction of the drainage system when developing the construction phases. Positive drainage must be maintained at all times.

2. The Consultant shall investigate the need for temporary traffic signals, signs, alternative detour roads, arrow boards, flagging operations, and the use of materials such as sheet pilings in the analysis. A certified designer who has completed the FDOT training course shall prepare the maintenance of traffic plan.

3. Traffic shall be maintained during all phases of project construction at all locations, including existing posted speed, lane widths and number of lanes unless determined by CFX and other governmental agencies. This includes meeting with the governmental agencies which may be impacted by the maintenance of traffic plans.

4.17 Signing and Pavement Marking Plans

A. The Consultant shall prepare designs and contract documents for final signing and pavement marking plans including layouts showing the locations of ground mounted and overhead signs, special sign details, lighting, and any structural or foundation requirements in accordance with applicable design standards. Any requirements for electric service shall be coordinated with the local electric utility.

B. CFX will provide a conceptual signing plan for the project as deemed necessary. It is anticipated that a minimum of 3 overhead trusses, 4 overhead cantilever and 3 multi-post structures will be designed. Consultant shall coordinate with the 408-315 project during construction.

C. Plan sheets will be developed at a scale of 1”=50’ (11”x17” format).

4.18 Right-of-Way Documents

A. The Section Engineer shall verify and provide right of way requirements for CFX to complete right-of-way maps (1"=100') and legal descriptions and parcel sketches to CFX standards on acceptable reproduction media (ink on drafting film or equivalent). These maps will show all parcels and matters of record reflected in the title searches furnished by CFX such as easements,

title information, names of owners, bearings and distances of all courses and any other data required to legally describe the existing property. Parcel sketches are to include distance measurements from the taking line to corners of structures remaining where within close proximity. Where a full or partial taking of a parcel is required, a legal description (metes and bounds) will be required for affected parcels, including the actual area of taking and/or remainder.

B. The Section Engineer shall determine the necessity for temporary construction easements and permanent drainage easements. If easements are required, the Section Engineer shall provide information required for CFX to prepare right-of-way plans, legal descriptions and sketches for easements as indicated above.

C. Right-of-way plans shall identify limited-access right-of-way, roadway right- of-way, excess right-of-way, drainage easements, and maintenance easements, borrow pit right-of-way, temporary construction easements, and slope easements, and legal descriptions for each, as applicable.

D. NA

E. The Section Engineer may be requested to testify in court in condemnation proceedings.

4.19 Cost Estimates

A. The Consultant shall prepare and submit to CFX construction cost estimates at the 60%, 90%, 100%, Pre-Bid and Bid Set submittals outlined herein. The estimate shall be based on the current unit prices as applied to the latest concept of the proposed construction.

4.20 Special Provisions and Specifications

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

4.21 Fiber Optic Network (FON)

A. Fiber Optic Infrastructure Plans

1. The site construction plans shall be developed at a scale of 1" equals 50 feet. These plans shall include the relocation of all existing fiber optic ductbanks, cables, manholes, and pull boxes in areas where the existing locations conflict with construction and as necessary to relocate the FON into the new paved shoulder. The Consultant shall identify existing physical features and utilities that will impact the construction and installation of the equipment. The Consultant shall

review and modify standard FON details as necessary.

2. Fiber optic network (FON) plans shall include the following:
   a. Roadway geometry
   b. Rights-of-Way
   c. Existing utilities within the right-of-way including CFX's FON
   d. Physical features affecting construction/installation (sign structures, light poles, fences, etc.)
   e. Manhole/Pull box locations and stub-out details (standard details provided)
   f. Device layout
   g. Device installation details
   h. Conduit installation details (standard details provided)
   i. Fiber optic cable route marker detail (standard details provided)
   j. Fiber count per conduit
   k. Communications interconnect
   l. Connectivity with the FON backbone conduits
   m. Fiber cable design to include link loss budget calculations, per Corning standard recommended procedure for new or relocated fiber optic cabling.
   n. Fiber cable routing summaries, fiber cable allocation charts, and splice details and tables for new or relocated fiber optic cabling.
   o. Controller cabinet, structure, and foundation details for proposed CFX device sites.
   p. Power interconnect, calculations to support conductor size, and details. Power conductors to each device location shall be sized to the capacity of the main breaker in the cabinet. Determination on conductor sizing and voltage drop limits are only required for proposed sites and existing sites where the total site load is being significantly modified.
   q. Grounding
   r. Table of quantities
   s. Special notes
   t. Maintenance of fiber operations (protection of existing FON through all phases of construction and cutover phasing to ensure continuous operation of existing ITS devices)
   u. All existing and proposed FON to be included and shown with roadway cross sections and drainage cross sections
   v. Relocation of the existing FON to inside of the new paved shoulder, including attachment of the FON to SR 408 bridges over intersecting arterials and installation of fiber optic manholes in the paved shoulder.
   w. Relocation of existing CCTV sites and any necessary structures, foundations, attachment details, power service, fiber optic

connections, and cabinets (standard details provided), in the event existing CCTV is not compatible with proposed construction.

x. Relocation of existing data collection sensor (DCS) sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), in the event existing DCS would not survive project construction.

y. Relocation of existing traffic monitoring sites (TMS) and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), in the event existing TMS would not survive project construction.

z. Conversion of any existing ITS devices within the project limits from point-to-point fiber optic modems to gigabit Ethernet field switches, relocation of video encoders from the mainline toll plazas to the CCTV cabinets, and upgrading other cabinet equipment as needed to meet current CFX ITS equipment standards.

aa. Install new WWDS at the following off-ramps:

- SR 408 off-ramps to Tampa Avenue
- SR 408 EB off-ramp to US 441

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.

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 Engineer registered in the state of Florida. The inside-plant construction plans shall be subject to the review and approval of CFX.

E. Standard CFX specifications will be provided to the Consultant. The Consultant shall review the specifications and modify them as necessary.

4.22 Toll Plazas

A. This project includes demolition for the existing EB ramp toll site at OBT and a new AET gantry for the new OBT on-ramp to I-4. Also the addition of a new AET gantry for the new Westmoreland Drive on-ramp to SR 408.

4.23 Post-Design Services

A. Services shall begin after authorization by CFX. The Consultant compensation for post-design services may be added by Supplemental Agreement and shall be at an hourly rate, inclusive of overhead, profit and

expenses, and exclusive of travel. No compensation will be made for correction of errors and omissions.

B. The Consultant shall support the post design process as follows:

1. Answer questions relative to the plans, typical sections, quantities and special provisions.

2. Make any necessary corrections to the plans, typical sections, quantities, notes, etc., as may be required.

3. Attend pre-award meeting with construction contractor, CFX, and CFX's CEI.

C. The Consultant shall, prior to the pre-bid conference, be prepared to walk the project with CFX's CEI to discuss the plans and details. The Consultant shall be prepared to attend the pre-bid conference and respond to questions related to the plans, details, and special provisions.

D. The Consultant shall prepare any addenda required to clarify the work included in the construction contract documents. Addenda may be required based on the project inspection with the CEI, or questions developed in the pre-bid conference, or conditions discovered by bidders during the bid period. Addenda will not be issued for Contractor initiated design changes or value engineering proposed work.

E. The Consultant shall be available to respond to questions in the field that may arise relative to the plans, details or special provisions during construction. The Consultant shall periodically (monthly) visit the project site to observe the progress of construction on the project. This visit will not replace the formal construction inspection by CFX. It is intended to provide the opportunity of the design team to observe whether the work is being performed in general conformance with the project plans. Written memos of all such field trips shall be submitted to CFX within five working days of the trip.

F. The Consultant shall review and approve shop drawings for structural, lighting, signing, traffic signal elements, and toll plaza shop drawings. This work will include the erection procedure plans, review proposals for substitutions, develop supplemental agreements, and provide other engineering services required to facilitate construction of the project. Reviews will be conducted and returned within two weeks from receipt of information.

G. The Consultant shall appoint a responsible member of the firm to be the contact person for all post-design services. The person should be continually available during the course of construction for review of design plans.

H. The Consultant shall make every reasonable effort to process any material presented for review in a prompt manner recognizing a construction contract is underway.

I. The Consultant's key staff shall attend a maximum of three (3) partnering meetings as requested by CFX's Project Manager. The Consultant shall also attend progress/coordination meetings as requested by CFX's Project Manager including, but not limited to, the Notice to Proceed meeting.

J. Approved design bridge load ratings were obtained by the Consultant under the final design phase of this contract. The Contractor shall be responsible for revising and resubmitting the load ratings if changes to the bridge design occur during construction. Otherwise, the Consultant shall provide written correspondence to 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.

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.

7. Drawings for the SR 408 widening planned for the I-4 Ultimate Project

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 prepare all right-of-way plans, parcel sketches and legal descriptions. 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 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

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. 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.

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 calendar days of the site visit, the Consultant shall issue to CFX a brief written report including observations, discussions, and any questions pertaining to the scope or level of effort of the project. The purpose of this visit is to acquaint key personnel with the details and features of the project to facilitate the design process.

7.11 Acceptability of the Work

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

7.12 Design Documentation

A. The Consultant shall submit any design notes, sketches, worksheets, and computations to document the design conclusions reached during the development of the construction contract documents to CFX for review.

B. The design notes and computations shall be recorded on 8-1/2" x 11" computation sheets, appropriately titled, numbered, dated, indexed and signed by the designer and checker. Computer output forms and other oversized sheets shall be folded or legibly reduced to 8-1/2" x 11" size. The data shall be bound in a hard-back folder for submittal to CFX.

C. A CD/DVD with electronic (PDF Format) copies of the design notes and computations shall be submitted to CFX with each review submittal. When the plans are submitted for 90% review, the design notes and computations corrected for any CFX comments shall be resubmitted. At the project completion (bid set), one (1) hard copy of the final set of the design notes and computations, sealed by a Professional Engineer, registered in the State of Florida, shall be submitted with the record set of plans and tracings.

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

1. Field survey notes and computations.

2. Design criteria used for the project.

3. Geometric design calculations for horizontal alignment.

4. Vertical geometry calculations.

5. Right-of-way calculations.

6. Drainage computations.

7. Structural design calculations.

8. Geotechnical report.

9. Hydraulics Report for each bridged stream crossing.

10. Earthwork calculations not included in the quantity computation booklet.

11. Calculations showing cost comparisons of various alternatives considered.

12. Calculations of quantities.

13. Documentation of decisions reached resulting from meetings, telephone conversations or site visits.

14. Lighting and voltage drop calculations.

15. Lighting service letter from the power company stating the following: service voltage, type of service (overhead or underground), location of power company service point, and any other power company requirements.

7.13 Reviews and Submittals

A. Review and coordination of the Consultant's work by CFX shall continue through the project development process

B. Formal submittals for review shall be made to CFX when the plans have been developed to the following levels of completion:

1. Preliminary Engineering (Memorandum) (1 CD/DVD with all files and one (1) hard copy of memorandum to CFX GEC and one (1) hard copy of memorandum to the CFX project manager)

2. 30% Roadway Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and one (1) hard copy of plans to the CFX project manager)

3. 30% Bridge and Structural Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and one (1) hard copy of plans to the CFX project manager)

4. 60% Roadway and specifications, Geotechnical Report (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and one (1) hard copy of plans to the CFX project manager)

5. 60% Bridge Plans required only on Category 2 bridges.

6. 90% Bridge and Structural Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and one (1) hard copy of plans to the CFX project manager)

7. 90% Roadway and specifications (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and one (1) hard copy of plans to the CFX project manager)

8. 100% Roadway, Bridge and specifications, Geotechnical Report (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and one (1) hard copy of plans to the CFX project manager)

9. Pre-Bid Plans (1 CD/DVD with PDF's of submittal package, one (1) hard copy of plans to CFX GEC and one (1) hard copy of plans to the CFX project manager)

10. Bid Set (1 set signed and sealed plans, 1 set "clean" plans, 1 set signed and sealed reports and one (1) CD/DVD with .PDF of all plans and reports)

C. Formal review submittals shall include copies as listed above. 8-1/2" x 11" and 11" x 17" documents do not require reproducible copies.

D. Preparation and distribution of roadway and ROW plans to other than CFX or CFX GEC will not be made until approved by CFX.

E. The format of review submittal plans shall conform to the FDOT Plans Preparation 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 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
#11

MEMORANDUM

TO: CFX Board Members

FROM: Lisa Lumbard
Chief Financial Officer

DATE: August 7, 2025

SUBJECT: Approval of the Resolution Adopting Article 1 ("Travel Policy") of Chapter 1 ("Administration") of the CFX Code

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The CFX Travel Policy was most recently revised by CFX's predecessor agency in 2010 and subsequently re-adopted by the CFX Board in December 2015. Since that time, no further updates have been made.

An April 2024 review of the Travel Policy by the internal auditor assessed its alignment with current economic conditions and operational needs. The review highlighted that the existing policy strictly adheres to Section 112.061 of the Florida Statutes, which governs per diem and travel expense reimbursements for public officers, employees, and authorized persons had not been updated since 2006. Given the evolving business environment and current standards set by the U.S. General Services Administration (GSA) and the Internal Revenue Service (IRS), it was recommended that CFX reevaluate the per diem subsistence allowances and mileage rates. The proposed policy reflects the recommendations.

Board approval is requested of the Resolution adopting Article 1 ("Travel Policy") of Chapter 1 ("Administration") of the CFX Code. This update will ensure that the Travel Policy considers current economic realities and supports the efficient execution of CFX's public mission.

Resolution No. 2025-_____

A RESOLUTION OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY ADOPTING ARTICLE 1 ("TRAVEL POLICY") OF CHAPTER 1 ("ADMINISTRATION") OF THE CFX CODE

WHEREAS, the Central Florida Expressway Authority (**"CFX"**) is empowered by Ch. 348, Part III, F.S., to acquire, hold, construct, improve, maintain, and operate the Central Florida Expressway System, and to exercise all powers necessary, appurtenant, convenient, or incidental to the implementation of such purposes; and

WHEREAS, the CFX Governing Board (the **"Board"**) last adopted the agency's Travel Policy on December 10, 2015, by adoption of "EXEC-1" which incorporated the State of Florida's standard per diem, subsistence, and mileage rates set forth in Section 112.061, Florida Statutes; and

WHEREAS, Subsection 112.061(14)(a)4., Florida Statutes, authorizes the Board to, by enactment of a resolution, establish its own per diem, subsistence, and mileage rates that vary from the State of Florida's standard rates, so long as such rates apply uniformly to all CFX travel and are not less than the statutorily established rates in effect for the 2005-2006 fiscal year; and

WHEREAS, the Board desires that CFX's policies be reviewed and revised from time to time to maintain an effective balance between administrative efficiency in CFX's day-to-day business operations and the Board's direction and oversight.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY:

1. Ch. 1, Art. 1, entitled "Travel Policy", CFX Code, inclusive of the per diem, subsistence, and mileage rates established therein, is hereby adopted as found in **"Attachment 1"** hereto. Any prior resolution, rule, or policy adopted by the Board regarding the subject matter contained therein, including without limitation EXEC-1, is hereby repealed, stricken, and superseded.

2. General Counsel is hereby authorized to make additional non-substantial changes to the policy hereby adopted for the limited purposes of revising formatting and correcting scrivener's errors.

ADOPTED this 14th day of August 2025.

_____
Christopher Maier, CFX Board Chairman

ATTEST:_____
Regla ("Mimi") Lamaute
Manager of Executive and Board Services

Approved as to form and legality:

_____
Cristina T. Berrios, Deputy General Counsel

EFFECTIVE DATES

Art.	Title	Adopted By	Last Revision	Version Date
1	Travel Policy	Res. 2025-___	N/A	_____

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Adopted By: Res. 2025-___
Last Revision: N/A
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Division I: General Provisions

Section 1.1 Title

The provisions of this Article shall be known and cited as the **"Travel Policy"**.

Adopted: 2025-___.

Section 1.2 Authority

1.2.1 Subsection 348.754(2)(m), Florida Statutes, empowers the Central Florida Expressway Authority (**"CFX"**) to do everything necessary or convenient for the conduct of its business and its general welfare to comply with Chapter 348, Part III, Florida Statutes, or any other law.

1.2.2 Section 112.061, Florida Statutes, establishes standard travel reimbursement rates, procedures, and limitations, with certain justifiable exceptions and exemptions, applicable to all public officers, employees, and authorized persons whose travel is authorized and paid by a public agency.

1.2.3 CFX is generally subject to the requirements of Section 112.061, Florida Statutes; however, Subsection 112.061(14), Florida Statutes, authorizes the CFX Governing Board (the **"Board"**) to, so long as such rates are applied uniformly to all CFX travel, establish rates that vary from:

(A) The standard per diem rates provided in Subsection 112.061(6)(a), Florida Statutes;

(B) The standard subsistence rates provided in Subsection 112.061(6)(b), Florida Statutes; and

(C) The standard mileage rate provided in Subsection 112.061(7)(d), Florida Statutes.

Adopted: 2025-___.

Section 1.3 Statement of Policy

1.3.1 To continue CFX's historical transparency and consistency in terms of its approval of travel expenses and to best facilitate the day-to-day business of CFX, the Board hereby:

(A) Adopts this **"Travel Policy"**; and

(B) Elects to exercise its authority under Subsection 112.061(14), Florida Statutes, to establish per diem, subsistence, and mileage rates for its public officers, employees, consultants, and other authorized persons that best align with CFX's needs and the current business environment.

1.3.2 The Board further seeks to ensure that CFX's per diem, subsistence, and mileage rates are properly vetted, aligned with those utilized by other government agencies, and routinely adjusted to ensure that they remain competitive, reasonable, and updated.

Adopted: 2025-___.

Section 1.4 Establishment of Per Diem, Subsistence Rates, and Mileage

1.4.1 **Per Diem and Subsistence Rates.** The per diem and subsistence rates for costs incurred by any CFX public officer, employee, consultant, or other authorized person on official agency travel shall be as follows:

(A) For travel within the Continental United States, CFX hereby adopts the per diem and subsistence rates as set and routinely adjusted by the U.S. General Services Administration.

(B) For travel within, to, or from Alaska, Hawaii, or any U.S. Territory, CFX hereby adopts the per diem and subsistence rates as set and routinely adjusted by the U.S. Department of Defense.

(C) For foreign travel, CFX hereby adopts the per diem and subsistence rates as set and routinely adjusted by the U.S. Department of State.

1.4.2 **Mileage Rates.** For costs associated with the use of a privately owned vehicle for official agency travel by any CFX public officer, employee, consultant, or other authorized person, CFX hereby adopts the mileage rate as set and routinely adjusted by the General Services Administration for use of a privately owned automobile.

Adopted: 2025-___.

Division II: Travel and Reimbursement Approval

Section 1.5 Travel Requests

1.5.1 All requests and approvals for official agency travel must be made using the Authorization Form provided by the Florida Department of Financial Services, pursuant to Section 112.061(11)(a), Florida Statutes, or via a functionally equivalent process.

1.5.2 All requests and approvals for reimbursement will be provided on a Voucher Form provided by the Florida Department of Financial Services, pursuant to Section 112.061(11)(b), Florida Statutes, or via a functionally equivalent process.

1.5.3 Reimbursement of travel expenses is limited to those expenses necessarily incurred by the traveler in the performance of a public purpose authorized by law to be performed by the agency and must, except as to the specific per diem, subsistence, and mileage rates as adopted in this Article, comply with the limitations prescribed by Section 112.061, Florida Statutes.

Adopted: 2025-___.

Section 1.6 Travel Approval

1.6.1 All employee travel must be authorized and approved by the Executive Director or their designee prior to the travel date. Each travel request must provide the purpose of the trip, the estimated costs, as well as the benefit to CFX.

1.6.2 The Chairman or Vice Chairman of the Board must authorize and approve the Executive Director's travel.

1.6.3 Travel requests must be submitted by the traveler and approved by: the Finance Department, the traveler's immediate supervisor, the Chief Financial Officer or their designee, and the Executive Director or their designee.

1.6.4 The following additional approvals are required for the types of travel and reimbursements specified below:

(A) The Board must approve travel outside the continental United States in advance for Board Members, employees, and the Executive Director.

(B) Authorization for Board Members, employees, and the Executive Director for travel that extends outside the State of Florida must receive written approval in advance from the Chairman or Vice-Chairman of the Board, with a copy of the approval provided to the other Board Members.

(C) Travel by a Board Member within the State of Florida must be approved in advance by another Board Member who is not traveling on the subject trip.

Adopted: 2025-___.

Section 1.7 Reimbursement of Travel

1.7.1 All travel reimbursements must be signed by the traveler and the traveler's immediate supervisor. The same person cannot provide both signatures.

1.7.2 The Executive Director's reimbursement for travel expenses must be approved in writing by the Chairman or Vice-Chairman of the Board, with a copy provided to the other Board Members.

1.7.3 Travel reimbursements for Board Members shall be signed by a non-traveling Board Member; however, travel reimbursements for a Board Member exceeding $2,000.00 must be approved by action of the Board. Reimbursement requests shall not be split to avoid the $2,000.00 limit.

1.7.4 All travel reimbursements must be submitted within 20 days following the last authorized travel date.

1.7.5 No department may exceed its travel budget without: (A) Executive Director's written approval; and (B) Board approval of an amendment to the department's travel budget in advance of any over-budget travel expenditure.

1.7.6 CFX will use the most recent organizational chart to authorize and indicate who each employee's immediate supervisor is for travel and reimbursement purposes.

1.7.7 No reimbursement will be made without the approved authorization included with the reimbursement request.

1.7.8 Proof of payment must be submitted for reimbursement of applicable expenses.

1.7.9 No personal expenses of any kind will be reimbursed, nor shall there be any reimbursement for travel, meals, materials, or other items that are included in registration fees paid for by CFX.

Adopted: 2025-___.

END OF ARTICLE 1

EFFECTIVE DATES

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CHAPTER 1: ADMINISTRATIVE SERVICES

ARTICLE 1: TRAVEL POLICY

Adopted By: Res. 2025-___
Last Revision: N/A
Version Date: _____

Division I: General Provisions

Section 1.1 Title

The provisions of this Article shall be known and cited as the **"Travel Policy"**.

Adopted: 2025-___.

Section 1.2 Authority

1.2.1 Subsection 348.754(2)(m), Florida Statutes, empowers ~~T~~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, and is further authorized to make contracts and to execute all instruments necessary and convenient for conducting its business.~~do everything necessary or convenient for the conduct of its business and its general welfare to comply with Chapter 348, Part III, Florida Statutes, or any other law.

1.2.2 Section 112.061, Florida Statutes, establishes standard travel reimbursement rates, procedures, and limitations, with certain justifiable exceptions and exemptions, applicable to all public officers, employees, and authorized persons whose travel is authorized and paid by a public agency.

1.2.3 CFX is generally subject to the requirements of Section 112.061, Florida Statutes; however, Subsection 112.061(14), Florida Statutes, authorizes the CFX Governing Board (the **"Board"**) to, so long as such rates are applied uniformly to all CFX travel, establish rates that vary from:

(A) The standard per diem rates provided in Subsection 112.061(6)(a), Florida Statutes;

(B) The standard subsistence rates provided in Subsection 112.061(6)(b), Florida Statutes; and

(C) The standard mileage rate provided in Subsection 112.061(7)(d), Florida Statutes.

Adopted: 2025-___.

Section 1.3 Statement of Policy

1.3.1 To continue CFX's historical transparency and consistency in terms of its approval of travel expenses and to best facilitate the day-to-day business of CFX, the Board hereby:

(A) Adopts this **"Travel Policy"**; and

(B) Elects to exercise its authority under Subsection 112.061(14), Florida Statutes, to establish per diem, subsistence, and mileage rates for its public officers, employees, consultants, and other authorized persons that best align with CFX's needs and the current business environment.

1.3.2 The Board further seeks to ensure that CFX's per diem, subsistence, and mileage rates are properly vetted, aligned with those utilized by other government agencies, and routinely adjusted to ensure that they remain competitive, reasonable, and updated.

Adopted: 2025-___.

Section 1.4 Establishment of Per Diem, Subsistence Rates, and Mileage

1.4.1 **Per Diem and Subsistence Rates.** The per diem and subsistence rates for costs incurred by any CFX public officer, employee, consultant, or other authorized person on official agency travel shall be as follows:

(A) For travel within the Continental United States, CFX hereby adopts the per diem and subsistence rates as set and routinely adjusted by the U.S. General Services Administration.

(B) For travel within, to, or from Alaska, Hawaii, or any U.S. Territory, CFX hereby adopts the per diem and subsistence rates as set and routinely adjusted by the U.S. Department of Defense.

(C) For foreign travel, CFX hereby adopts the per diem and subsistence rates as set and routinely adjusted by the U.S. Department of State.

1.4.2 **Mileage Rates.** For costs associated with the use of a privately owned vehicle for official agency travel by any CFX public officer, employee, consultant, or other authorized person, CFX hereby adopts the mileage rate as set and routinely adjusted by the General Services Administration for use of a privately owned automobile.~~Advancement and reimbursement of travel expenses incurred by CFX Board Members, employees (including Executive Director), and consultants shall be governed by Section 112.061, Florida Statutes (per diem and travel expense of public officers, employees, and authorized persons.) Section 112.061, Florida Statutes, is hereby adopted as part of this policy and incorporated by this reference. Duplication in this policy of any part of Section 112.061 is not to the exclusion of the remainder of Section 112.061, but is for the convenient reference of CFX Board members and staff.~~

Adopted: 2025-___.

Division II: Travel and Reimbursement Approval

Section 1.5 Travel Requests

1.5.1 All requests and approvals for official agency travel ~~required herein will~~must be made using ~~be provided on an~~the Authorization Form provided by the Florida Department of Financial Services, pursuant to Section 112.061(11)(a), Florida Statutes, or via a functionally equivalent ~~form~~ process~~provided by CFX~~.

1.5.2 All requests and approvals for reimbursement will be provided on a Voucher Form provided by the Florida Department of Financial Services, pursuant to Section 112.061(11)(b), Florida Statutes, or via a functionally equivalent ~~form~~ process~~provided by CFX~~.

1.5.3 Reimbursement of travel expenses is limited to those expenses necessarily incurred by the traveler in the performance of a public purpose authorized by law to be performed by the agency

and must, except as to the specific per diem, subsistence, and mileage rates as adopted in this Article, comply with ~~be within~~ the limitations prescribed by Section 112.061, Florida Statutes.

Adopted: 2025-___.

Section 1.6 Travel Approval

1.6.1 All employee travel must be authorized and approved by the Executive Director ~~and~~ or ~~his/her~~their designee prior to the travel date. Each travel request ~~shall~~ must provide the purpose of the trip, the estimated costs, as well as the benefit to CFX.

1.6.2 The Chairman or Vice Chairman of the Board must authorize and approve the Executive Director's travel.

1.6.3 ~~-~~Travel ~~Authorization Forms~~requests must be ~~signed~~ submitted by the traveler and approved by: the F~~f~~inance D~~d~~epartment;, ~~approved by~~ the traveler's immediate supervisor, the Chief Financial Officer or ~~his/her~~their designee, and the Executive Director or ~~his/her~~their designee.

1.6.4 The following additional approvals are required for the types of travel and reimbursements specified below:

~~(A) The Board hereby recognizes the following:~~

~~(B)~~(A) ~~CFX~~The Board must approve travel outside the continental United States in advance for Board Members, employees, and the Executive Director.

(B) Authorization ~~Forms~~ for ~~CFX~~ Board Members, employees, and the Executive Director for travel that extends outside the State of Florida must receive written approval in advance from the Chairman or Vice-Chairman of the Board, with a copy of the approval provided to the other Board Members.

(C) Travel ~~outside of Florida~~ by a Board Member within the State of Florida must be approved in advance by another Board Member who is not traveling on the subject trip.

Adopted: 2025-___.

Section 1.7 Reimbursement of Travel

1.7.1 All ~~Voucher Forms~~travel reimbursements ~~-~~must be signed by the traveler and the traveler's immediate supervisor. The same person cannot provide both signatures.

1.7.2 The Executive Director's ~~Voucher Forms~~reimbursement for travel expenses ~~reimbursement~~ must be approved in writing by the Chairman or Vice-Chairman of the Board, with a copy provided to the other Board Members.

1.7.3 Travel reimbursements for Board Members shall be signed by a n~~N~~on-t~~T~~raveling Board Member; however, ~~-T~~travel ~~R~~reimbursements for a ~~CFX~~ Board Member ~~in excess of~~exceeding $~~1~~2,000.00 must be approved by ~~the~~ action of the Board. Reimbursement requests shall not be split ~~in an effort to~~to avoid the $~~1~~2,000.00 limit. ~~The expeditious delivery of projects and acquisition of necessary goods and services best serves CFX and its customers.~~

~~1.7.4 Travel reimbursements for the General Counsel shall be signed by the Executive Director.~~

~~1.7.5~~1.7.4 All ~~Voucher Forms~~travel reimbursements must be submitted ~~for reimbursement~~ within 20 days following the last authorized travel date.

~~1.7.6~~1.7.5 No ~~CFX~~ department may exceed its travel budget without: (A~~i~~) Executive Director's written approval; and (~~ii~~B) Board approval of an amendment to the department's travel budget in advance of any over-budget travel expenditure.

~~1.7.7~~1.7.6 CFX will use the most recent organizational chart to authorize and indicate who each employee's immediate supervisor is for travel and reimbursement purposes. ~~The Chairman or Vice-Chairman of the Board must approve the Executive Director's travel and reimbursements.~~

1.7.7 No reimbursement will be made without the ~~executed~~ approved Aauthorization ~~Form~~ included with the ~~Voucher Form~~reimbursement request.

1.7.8 Proof of payment must be submitted for reimbursement of applicable expenses.

1.7.9 No personal expenses of any kind will be reimbursed, nor shall . ~~This includes but is not limited to personal telephone calls.~~ ~~T~~there ~~shall~~ be ~~no~~ any reimbursement for travel, meals, materials, or other items that are included in registration fees ~~reimbursed~~ paid for by CFX.

~~1.7.10 Receipts must be submitted for reimbursement of applicable expenses.~~

Adopted: 2025-___.

END OF ARTICLE 1

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CONSENT AGENDA ITEM
#12

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*
Director of Procurement

DATE: July 24, 2025

SUBJECT: Approval of Piggyback Agreement with Nelson Mullins Riley & Scarborough LLP for Bond Counsel Legal Services
Contract No. SCON-10000294

Board approval of the Agreement with Nelson Mullins Riley & Scarborough LLP in the amount of $300,000.00 is requested. This is a piggyback agreement based on an agreement between the Seminole County Board of County Commissioners and Nelson Mullins allowing CFX to take advantage of the favorable rates already negotiated. The agreement will be through October 11, 2026 with renewal options.

The work to be performed includes bond counsel services.

Reviewed by: *Lisa Lumbard*
Lisa Lumbard
Chief Financial Officer

CONTRACT NO. SCON-10000294
between
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
and
NELSON MULLINS RILEY & SCARBOROUGH LLP
regarding
PIGGYBACK CONTRACT FOR
BOND COUNSEL SERVICES

THIS PIGGYBACK CONTRACT (**"Contract"**) is made and entered into between **CENTRAL FLORIDA EXPRESSWAY AUTHORITY** (**"CFX"**) and **NELSON MULLINS RILEY & SCARBOROUGH LLP** (**"Consultant"**) for good and valuable consideration, the sufficiency of which is hereby mutually acknowledged. CFX and Consultant are referred to herein sometimes as a **"Party"** or the **"Parties"**.

A. Adoption of Underlying Contract

(1) Under CFX Code § 10.11, CFX hereby agrees to procure **Bond Counsel Services** from Consultant through the competitively solicited agreement between Consultant and **Seminole County, Florida**, entered on or about **10/12/2021**, and further identified as **Bond Counsel Legal Services Agreement (PFS-51)** (the **"Underlying Contract"**).

(2) Subject to the amendments below, the terms and conditions of the Underlying Contract, including without limitation all exhibits and attachments thereto, are hereby adopted by the Parties and incorporated into this Contract and attached hereto. Such adopted terms and conditions shall apply to the parties as though the Underlying Contract had been entered into directly between CFX and Consultant, with any conflicts between the terms and conditions of the Underlying Contract and the express terms of this Contract to be resolved in favor of the express language of this Contract.

B. Contract Term. The term of this Contract shall begin on the date it is fully executed by both Parties hereto (the **"Effective Date"**) and expire with the Underlying Contract on **10/11/2026**, unless otherwise terminated by CFX. To the extent that the Underlying Contract is renewed or extended by Consultant and Seminole County, Florida, CFX and Consultant may agree to additional renewals or extensions by mutual agreement. The period beginning on the Effective Date and ending on the termination or expiration of this Contract, inclusive of any renewals or extensions hereto, shall be referred to as the **"Contract Term"**.

C. Amendments. The Underlying Contract is hereby amended as follows:

(1) All references to Seminole County, Florida found in the Underlying Contract, including in any attachments and exhibits thereto, shall be stricken and replaced with "Central Florida Expressway Authority" or "CFX".

(2) To the extent that any Seminole County, Florida staff member or staff position is named or referenced in the Underlying Contract, such names and/or positions shall be stricken and replaced with the CFX staff member having an equivalent individual or position. Should there

be no equivalent individual or position at CFX, Consultant shall be responsible for contacting the CFX Director of Procurement for further guidance.

(3) The foregoing notwithstanding, CFX hereby designates its Chief Financial Officer as the CFX employee who will make the written requests for the performance of services under Section 4(a) of the Underlying Contract, and to whom all communications pertaining to the day-to-day conduct of this Contract should be addressed under Section 4(b) of the Underlying Contract.

(4) To the extent the provisions of Section 119.0701, Florida Statutes, are applicable to this Contract, the following language shall replace any similar language found in the Underlying Contract:

"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: CENTRAL FLORIDA EXPRESSWAY AUTHORITY 4974 ORL TOWER ROAD ORLANDO, FLORIDA 32807, (407) 690-5000, **PUBLICRECORDS@CFXWAY.COM**".

D. Compensation. Notwithstanding any provision to the contrary in the Underlying Contract:

(1) CFX will pay Consultant a maximum not to exceed amount of **$300,000.00** (**"Not to Exceed Contract Amount"**) on either a "Fixed Fee Basis" or a "Time Basis Method" in accordance with the Fee Schedule attached as Exhibit "B" of the Underlying Contract; and

(2) Invoices must be submitted to CFX electronically to: Billing@CFXway.com in detail sufficient for proper pre-audit and post audit thereof.

DI. Conflicts of Interest

(1) Consultant understands that CFX is a public agency subject to the ethical standards and provisions found in Florida law, including without limitation those found in Chapter 112, Part III, Florida Statutes, and Section 348.753(6)-(15), Florida Statutes, which standards will by reference be made a part of this Contract as though set forth in full as they relate to the performance under this Contract by Consultant or by any subcontractor (or subconsultant) of Consultant.

(2) The following provision is applicable to Consultants only:

a. The Consultant acknowledges that it meets the definition of "Consultant" under the CFX Code of Ethics, that it has read the CFX's Code of Ethics, and, to the extent applicable, Consultant will comply with the aforesaid CFX's Code of Ethics in connection with performance of the Contract.

b. As required by Section 348.753(8), Florida Statutes, and CFX's Code of Ethics, Consultant understands that completion of **CFX-110: Potential Conflict Disclosure Form** is a precondition to the execution of the Contract and payment by CFX hereunder.

For the full Contract Term, Consultant shall submit a revised **CFX-110: Potential Conflict Disclosure Form** to CFX: **(i)** at the time of entering this Contract; **(ii)** annually, not later than July 1st; and **(iii)** promptly upon the occurrence of an event that would require disclosure. CFX reserves the right to withhold payment and/or terminate this Contract for cause should Consultant fail to timely file such potential conflict disclosure forms.

c. Consultant shall use CFX's most current version of the **CFX-110: Potential Conflict Disclosure Form**, which CFX will provide to Consultant annually and will otherwise be available by request from the CFX Procurement Department.

F. Insurance

(1) Consultant shall carry and keep in force during the Contract Term, the required types, limits, and amount of coverage as provided in the Underlying Contract in regard to CFX and any services, work, commodities, and/or goods being provided to CFX under this Contract.

(2) Notwithstanding any provision to the contrary in the Underlying Contract, Consultant shall add CFX as an additional insured and additional certificate holder for all policies required by the Underlying Contract and deliver the requisite certificates of insurance to CFX within 10 days of the Effective Date of this Contract. The endorsement will specify that such notice will be sent to:

Central Florida Expressway Authority (CFX)
Attn: Procurement Department
4974 ORL Tower Road Orlando, FL 32807

(3) All requisite policies shall be carried without deductible, without co-insurance, and shall **(a)** include CFX, and such other parties CFX shall designate, as additional insureds; **(b)** be primary insurance; **(c)** include within the terms of the policy, or by contractual liability endorsement, coverage insuring the Consultant's indemnity obligations; **(d)** provide that the policy may not be canceled or changed without at least thirty (30) days prior written notice to CFX from the company providing such insurance; and **(e)** provide that the insurer waives any right of subrogation against CFX, to the extent allowed by law and to the extent the same would not void primary coverage.

(4) 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.

(5) Compliance with these insurance requirements shall not relieve or limit the Consultant 's liabilities and obligations under this Contract. Failure of CFX to demand certificates 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.

(6) 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 comply with the requirements. The requirement of insurance shall not be deemed a waiver of sovereign immunity by CFX.

G. Indemnification. To the extent that Consultant indemnifies and/or holds harmless Seminole County, Florida, in the Underlying Contract, Consultant hereby affirmatively agrees to indemnify and/or hold harmless CFX in the same manner and additionally agrees that 1% of any payment made by CFX hereunder shall serve as fair and just compensation for Consultant's agreement to such indemnification and/or hold harmless provisions.

H. Sovereign Immunity. Notwithstanding anything set forth in any paragraph, section, or article of the Underlying Contract and/or this Contract to the contrary, CFX expressly retains all rights, benefits, and immunities of sovereign immunity, in accordance with Section 768.28, Florida Statutes. Nothing in the Underlying Contract and/or this Contract shall 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, and the cap on the amount and liability of CFX for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity, or contract, and shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in the Underlying Contract and/or this Contract shall 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.

I. Notices. Notwithstanding any provision to the contrary in the Underlying Contract, whenever either Party desires to give notice under this Contract 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:

TO CFX:
Central Florida Expressway Authority
Attn: Chief Financial Officer
4974 ORL Tower Road, Orlando, Florida 32807

AND

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

TO CONSULTANT:
Nelson Mullins Riley & Scarborough LLP
Attn: Joseph Stanton
5390 N. Orange Avenue, Orlando, Florida 32801

J. Florida Vendor Eligibility Forms

(1) Florida law contains several provisions limiting the entities with which a public agency may contract. In compliance with such provisions, Consultant shall use the following forms provided by CFX to make the requisite specific certifications, affidavits, and attestations:

a. CFX-200: E-Verification Use and Registration Certification

b. CFX-210: Certifications Regarding Vendor Eligibility

c. CFX 220: Human Trafficking Affidavit

d. CFX-230: Common Carrier Attestation

e. CFX-240: Foreign Countries of Concern Affidavit

(2) All such forms are hereby incorporated into this Contract and serve as a material part hereof. The completion and submission of such forms to CFX by Consultant shall be a precondition to CFX's obligation to provide payment for any services, work, commodities, goods, or any other performance under this Contract and any failure of the Consultant to do shall be cause for termination of this Contract by CFX.

K. Independent Contractor

(1) It is understood and agreed that nothing contained in this Contract creates or establishes the relationship of copartners between the Parties or constitutes Consultant, or any employee thereof, as the agent, representative, or employee of CFX for any purpose or in any manner whatsoever. Consultant is to be, and shall remain, an independent contractor with respect to its performance under this Contract.

(2) Under no circumstances shall any individual hired or otherwise directly or indirectly utilized by Consultant to meet any of its obligations hereunder be considered an employee of CFX. 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. Moreover, 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.

(3) Any approval by CFX of a subcontract or other matter requiring CFX approval for its occurrence shall not be deemed a warranty or endorsement of any kind by CFX of such subcontract, subcontractor (or subconsultant), or matter. Additionally, no review or approval of Consultant's performance, reports, or records by CFX may be construed as CFX directing or supervising the actions of Consultant. Consultant shall at all times retain sole and absolute discretion in the judgment of the manner and means of carrying out its activities and responsibilities hereunder.

L. No Third-Party Beneficiaries. There are no third-party beneficiaries of this Contract and nothing in this Contract, express or implied, is intended to confer on any person other than the Parties hereto (and their respective successors, heirs and permitted assigns), any legal or equitable obligation, right, benefit, claim, or remedy of any nature arising under or by reason of this Contract.

M. General Provisions

(1) Assignments and Successors

a. CFX has decided to enter into this Contract with Consultant based upon characteristics and qualifications of Consultant and its employees. Therefore, Consultant shall not further sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of 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.

b. Each Party binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Contract.

(2) Binding Effect; Conflicts. This Contract shall be binding upon and inure to the benefit of the Parties hereto, their heirs, personal representatives, successors, or assigns. In the event of a conflict between the covenants, terms, or provisions of this Contract and any document incorporated herein whether by attachment or reference, the provisions of this Contract shall take precedence. Should there be any conflicts or inconsistency between any applicable law and this Contract, the most restrictive shall govern.

(3) Construction and Representations. Each Party acknowledges that it has had the opportunity to be represented by counsel of such Party's choice with respect to this Contract. In view of the foregoing, and notwithstanding any otherwise applicable principles of construction or interpretation, this Contract shall be deemed to have been drafted jointly by the Parties and in the event of any ambiguity, shall not be construed or interpreted against the drafting party. Neither party has relied upon any representations or statements made by the other party to this Contract, which are not specifically set forth in this Contract.

(4) Counterparts and Electronic Transmission of Signatures. This Contract may be executed in counterparts, both of which shall be deemed an original and which taken together shall constitute one agreement. Any counterpart may be delivered by any Party by electronic transmission of the full Contract as executed by that party to the other party as mutually agreed upon by the Parties, and delivery shall be effective and complete upon completion of such transmission.

(5) Electronic Signatures. Each party hereby agrees that this Contract and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Contract or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

(6) Governing Law. This Contract shall be considered as having been entered into in the State of Florida. The laws of the State of Florida shall govern all aspects of this Contract, without reference to any conflicts of law provisions.

(7) Headings. The headings or captions of articles, sections, or subsections used in this Contract are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Contract.

(8) Jury Waiver. To the fullest extent permitted by law, the Parties hereby waive their right to trial by jury in any action, proceeding, or claim that is in any manner related to this Contract or the performance of the associated Services hereunder, which may be brought by either of the Parties.

(9) Modification. Unless otherwise expressly provided for herein, no modification of this

Contract shall be binding upon either party unless it is reduced to writing and is signed by a duly authorized representative of each party.

(10) Remedies. No remedy conferred upon any party in this Contract is intended to be exclusive of any other remedy, and each such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or as provided at law or equity. No single or partial exercise by any party of any rights, power, or remedy shall preclude any other or the further exercise thereof.

(11) 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.

(12) Signatory. Each signatory below represents and warrants that they have the full power and is duly authorized by their respective Party to enter into and perform under this Contract. Such signatory further represents that they have fully reviewed and understand the terms and conditions set forth in this Contract, including exhibits, and that their respective Party fully intends to abide by and comply with all of the terms and conditions set forth herein.

(13) Survivorship. Those provisions which by their nature are intended to survive the expiration, cancellation, or termination of this Contract, including by way of example only, the indemnification provisions, shall survive any expiration, cancellation, or termination of this Contract.

(14) Venue. Each of the Parties hereby irrevocably submits to the jurisdiction of any federal or state court of competent jurisdiction located in Orange County, Florida, regarding any legal action, proceeding, or claim that is in any manner related to this Contract or the performance of the associated Services hereunder. Each Party further agrees venue for any such action, proceeding, or claim shall lie in Orange County, Florida, and irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum.

(15) Waiver. No delay or failure on the part of either Party to exercise any right or remedy accruing to such party upon the occurrence of an event of violation shall affect any such right or remedy, be held to be an abandonment thereof, or preclude such Party from the exercise thereof at any time during the continuance of any event of violation. No waiver of a single event of violation shall be deemed to be a waiver of any subsequent event of violation.

N. Documents. The documents listed below, including without limitation any attachments or exhibits thereto, are hereby attached to this Contract and incorporated herein:

(1) Florida Vendor Eligibility Forms (**CFX-200**, **CFX-210**, **CFX-220**, **CFX-230**, and **CFX-240**);

(2) **CFX-120: Social Media Acknowledgement Form**; and

(3) Underlying Contract between Consultant and Seminole County, Florida, entered on or about 10/12/2021, and further identified as Bond Counsel Legal Services Agreement (PFS-51) related to Bond Counsel Services.

O. Entire Agreement. This Contract, and any documents incorporated, referenced, or attached hereto, sets forth and constitutes the entire agreement and understanding of the Parties with respect its subject matter. Regarding such subject matter, this Contract supersedes all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of either of the Parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, effective as of the latter execution date below, the Parties have made and executed this Supplement: CFX, signing by and through its undersigned signatory, authorized to execute the same by Board Action on 08/14/2025, and Consultant signing through its undersigned signatory, duly authorized to execute same.

NELSON MULLINS RILEY & SCARBOROUGH LLP

By: _____

Print Name: _____

Title: _____

Date: _____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____

Print Name: Aneth Williams

Title: Director of Procurement

Date: _____

Reviewed for legal form for the exclusive reliance of CFX.

By: _____

Print Name: Cristina T. Berrios

Title: Deputy General Counsel

Date: 07/28/2025

BOND COUNSEL LEGAL SERVICES AGREEMENT
(PFS-51)

THIS AGREEMENT is made and entered into this 12th day of October, 2021, by and between **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East 1st Street, Sanford, Florida 32771, in this Agreement referred to as "COUNTY", and **NELSON MULLINS**, whose address is 390 North Orange Avenue, Suite 1400, Orlando, Florida 32801, in this Agreement referred to as "COUNSEL".

W I T N E S S E T H:

WHEREAS, COUNTY desires to retain the services of a competent and qualified COUNSEL to represent COUNTY in bond related matters; and

WHEREAS, COUNTY has requested and received proposals for the retention of the services of a bond counsel; and

WHEREAS, COUNSEL is competent, qualified, and duly authorized to practice law in the State of Florida and the United State District Court for the Middle District of Florida, and desires to provide professional bond counsel services to COUNTY according to the terms and conditions stated in this Agreement,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth in this Agreement, COUNTY and COUNSEL agree as follows:

Section 1. Services. COUNTY hereby retains COUNSEL to furnish professional services and perform those tasks as further described in the Scope of Services attached to and incorporated in this Agreement as Exhibit A. Request for services as to specific tasks will be described and

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida
Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 10/14/2021 16:04:43 -04:00
eCertified Id: 1BAD-50JC-B19N
Page 1 of 30

authorized as set forth in Section 4 below. This Agreement standing alone does not authorize the performance of any work or requires COUNTY to place any orders for work.

Section 2. Term. This Agreement takes effect when the last party has properly executed this Agreement as determined by the date set forth immediately below the respective signature of the party and continues for a term of five (5) years unless terminated as provided in this Agreement.

Section 3. Compensation. COUNTY shall compensate COUNSEL for the professional services called for under this Agreement on either a "Fixed Fee Basis" or a "Time Basis Method" in accordance with the Fee Schedule attached to and incorporated by referenced in this Agreement as Exhibit B.

Section 4. Requests for Services.

(a) Requests for performance of professional services by COUNSEL under this Agreement will be made in writing by the County Attorney or his or her designee on behalf of COUNTY. Each Request for Services will be numbered and will describe the services required, state the dates for commencement and completion, and state limitations on the Scope of Services or on the amount of compensation, if any. COUNTY makes no promise as to the number of service requests or that COUNSEL will perform any services for COUNTY under this Agreement. COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by COUNTY to be in the best interest of COUNTY to do so.

(b) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement may arise. COUNTY designates the County Attorney as COUNTY's employee to whom to address all communications pertaining to the day-to-day conduct of this Agreement. The designated representative will have the authority to transmit instructions, receive information,

Certified Copy - Grant Maloy
Clerk of the Circuit Court and Comptroller
Seminole County, Florida
Seminole County Clerk of the Circuit Court and Comptroller
eCertified at 10/14/2021 16:04:43 -04:00
eCertified Id: 1BAD-50JC-B19N
Page 2 of 30

and interpret and define COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(c) Expiration of the term of this Agreement will have no effect upon Requests for Services issued pursuant to this Agreement and prior to the expiration date. Obligations of both parties entered under such Requests for Services will remain in effect until completion of the work authorized by the respective Request for Services or the conclusion of litigation in which COUNSEL represents COUNTY, whichever occurs first. No additional Requests for Services may be issued after the expiration of this Agreement nor may any Requests for Services that survive expiration of this Agreement's term be amended to add additional services beyond those expressed prior to this Agreement's termination.

Section 5. Changes in the Scope of Services. COUNTY or COUNSEL may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes and method of compensation must be authorized by COUNTY in writing and duly signed by the parties.

Section 6. Responsibilities of COUNSEL.

(a) COUNSEL shall timely provide the professional services and facilities required to assist COUNTY in the field of finance, debt issuance, refundings, and other financially related matters as deemed necessary by COUNTY.

(b) COUNSEL shall keep abreast of statutes, regulations, codes, and applicable case law in all areas of responsibility at COUNSEL's sole expense.

(c) **Joseph B. Stanton, Esquire**, is designated as the Primary Attorney to provide services to COUNTY on behalf of COUNSEL. The Primary Attorney may be assisted from time

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to time by other members of COUNSEL's firm as Primary Attorney deems appropriate to the needs of the particular transaction.

(d) COUNSEL shall utilize associates and legal assistants or paralegals under the supervision of COUNSEL, where appropriate, to accomplish cost effective performance of services. COUNSEL shall plan budgets for the defense of cases in terms of the use of experts and related matters.

(e) It is the responsibility of COUNSEL to specifically request all required information and to allow for reasonably sufficient time to review all information so as not to delay performance under this Agreement without good cause.

(f) COUNSEL is responsible for the professional quality, technical accuracy, competence and methodology of the work done under this Agreement. COUNSEL shall correct or revise any errors or deficiencies in the work performed under this Agreement that results from the negligence of COUNSEL without additional compensation.

(g) COUNTY's review of, approval and acceptance of, or payment for the materials or services required under this Agreement does not operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. COUNSEL is and will remain liable to COUNTY, in accordance with applicable law, for all damages to COUNTY caused by COUNSEL's performance of any services or provision of any materials under this Agreement.

Section 7. Payment for Services and Billing.

(a) In consideration of the promises and the faithful performance by COUNSEL of COUNSEL's obligations, COUNTY shall pay COUNSEL a fee based on a "Time Basis Method". COUNTY shall compensate COUNSEL at the rates shown on Exhibit B for all services authorized

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and performed, subject to COUNTY's approval of all invoices submitted upon completion of work assignments.

(b) Authorized services may contain a "Limitation of Funds" amount. COUNSEL is not authorized to exceed that amount without the prior approval of COUNTY. The approval, if given, will be in writing and indicate a new "Limitation of Funds" amount.

(c) In lieu of or in addition to establishment of a Limitation of Funds amount, COUNTY may provide for a "Not to Exceed" amount for any service authorization.

(d) On transactions where COUNSEL is being compensated on a Time Basis Methodology, COUNTY shall compensate COUNSEL for the actual work hours required to perform the services authorized. Such actual work hours may not include compensation for travel time to or from the Seminole County Attorney's Office or travel time to or from court appearances. COUNTY shall make payment to COUNSEL when requested as work progresses, but not more than once monthly for services rendered. COUNSEL shall provide an itemized invoice based on actual services rendered, including, but not limited to, the following information:

(1) The name and address of COUNSEL.

(2) Contract Number.

(3) Request for Services Number.

(4) A complete and accurate time record of services performed by COUNSEL in increments of one-tenth (1/10) of an hour for all services performed by COUNSEL during that month and for which COUNTY is being billed and the name of the individual who performed each service.

(5) A description of the services rendered in Section 7(d)(4) above, corresponding to the one-tenth (1/10) time increments, with sufficient detail to identify the exact

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nature of the work performed. As an example of the specificity required, it would not be appropriate to simply list the service performed as "research"; rather it is required that the specific matter being researched be defined in such detail as would permit a determination to be made as to the necessity for the research and whether the time attributable to it is reasonable.

(6) Such other information as may be required by this Agreement or requested by COUNTY from time to time.

(e) The original invoice must be sent to:

Director of County Comptroller's Office
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, Florida 32772-8080

A copy of the invoice must be sent to:

Seminole County Attorney's Office
County Services Building
1101 East 1st Street
Sanford, Florida 32771

(7) COUNSEL will also be entitled to payment from COUNTY for reimbursement at cost for court reporter fees and approved costs associated with litigation on behalf of COUNTY and document scan costs at actual cost.

Section 8. Reimbursable expenses.

(a) Reimbursable expenses are in addition to the hourly rates, are subject to applicable "Not-to-Exceed" or "Limitation of Funds" amounts, and may include actual expenditures made by COUNSEL, its employees, or its professional associates in the interest of specific tasks for the expenses listed in this Section. COUNTY is not obligated to reimburse COUNSEL for the costs of meals, travel, vehicle mileage, tolls, and parking for the local employees of COUNSEL, that is,

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employees located within fifty (50) miles of Sanford, Florida. Reimbursable expenses are as follows:

(1) Expenses of transportation when traveling in connection with the authorized tasks based on Sections 112.061(7) and (8), Florida Statutes, subject to the following:

A. Reimbursement for mileage must be at the rate allowable by the federal Internal Revenue Service. Reimbursement for local mileage, defined as within a fifty (50) mile radius of Sanford, Florida, is not allowed.

B. Car rental reimbursement is limited to compact cars for up to two (2) occupants and intermediate cars for more than two (2) occupants.

C. Reimbursement for lodging must be at $100.00 or the actual expenses for lodging at a "non-resort"-type hotel located in Seminole County, Florida.

D. Meals must not exceed:

1. Breakfast:
$6.00 without receipts
$10.00 with receipts;

2. Lunch:
$11.00 without receipts
$13.00 with receipts;

3. Dinner:
$19.00 without receipts
$27.00 with receipts.

E. Reimbursement for airfare must be based on coach rates.

(2) Long distance telephone charges, and fees paid for securing approval of authorities having jurisdiction over the authorized tasks.

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(3) Expenses of reproductions, postage, facsimile transmission, express delivery, courier services, computer research services, filing fees, and other expenses as may be approved by COUNTY.

(4) If authorized in writing in advance by COUNTY, the cost of other expenditures made by COUNSEL in the interest of the authorized tasks.

(b) Any reimbursable expenses under this Agreement must be supported by a source document, such as an original receipt or invoice, with the employee's name, project name, and brief explanation of the expense. All reimbursable expenses must be itemized on the invoices.

(c) All reimbursable expenses must be allowable, allocable to the contract, and reasonable, as solely determined by COUNTY.

Section 9. General Terms and Payment.

(a) Upon satisfactory completion of all work required under service authorizations issued under this Agreement or any supplement to it and upon acceptance of the work by COUNTY, COUNSEL may invoice COUNTY for the full amount of compensation provided for under the terms of this Agreement, less any amount already paid by COUNTY. Upon review and approval of COUNSEL's invoice, COUNTY shall pay COUNSEL the approved amount in accordance with the provisions of Chapter 218, Part VII, Florida Statutes. Each service authorization will be treated separately for final payment purposes.

(b) COUNTY may perform or have performed an audit of the records of COUNSEL at any time during the term of this Agreement and after final payment to support final payment under any service authorization issued under this Agreement. Audits may be performed at a time mutually agreeable to COUNSEL and COUNTY. Total compensation to COUNSEL may be determined subsequent to an audit as provided for in this Section and the total compensation so

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determined will be used to calculate final payment to COUNSEL. Performance of this audit will not delay final payment as provided in Section 6(a) above.

(c) COUNSEL shall maintain any and all books, documents, papers, accounting records, and other evidences pertaining to services performed under this Agreement in such a manner as will readily conform to the terms of this Agreement. COUNSEL shall make such materials available at COUNSEL's office at all reasonable times during the term of this Agreement and for five (5) years from the date of final payment under this Agreement for audit or inspection as provided for in Section 9(b) above. COUNSEL shall maintain separate accounting records for each service authorization.

(d) In the event any audit or inspection conducted after final payment, but within the period provided in Section 9(c) above, reveals any overpayment by COUNTY to COUNSEL under the terms of this Agreement, COUNSEL shall refund such overpayment to COUNTY within thirty (30) days of COUNTY's notice of the overpayment to COUNSEL.

Section 10. Agreement and Request for Services in Conflict. Whenever the terms of this Agreement conflict with any Request for Services issued pursuant to it, the Agreement will prevail.

Section 11. Ownership of Documents. All legal opinions or any other form of written instrument or document that may result from COUNSEL's services or that is created during the course of COUNSEL's performance under this Agreement will become the property of COUNTY after final payment is made to COUNSEL. However, COUNSEL retains the right to retain copies of its work product and to use them for appropriate purposes.

Section 12. No Contingent Fees. COUNSEL warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for COUNSEL,

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to solicit or secure this Agreement and that COUNSEL has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for COUNSEL, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, COUNTY has the right to terminate this Agreement, at its sole discretion and without liability, and to deduct from the price of this Agreement or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

Section 13. Equal Opportunity Employment. COUNSEL shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin. COUNSEL shall take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision includes, but is not limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Section 14. Conflict of Interest.

(a) COUNSEL shall not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with COUNTY or violate or cause others to violate the provisions of Chapter 112, Part III, Florida Statutes, relating to ethics in government.

(b) COUNSEL hereby certifies that no officer, agent or employee of COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either

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directly or indirectly, in the business of COUNSEL to be conducted under this Agreement and that no such person will have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, COUNSEL hereby agrees that monies received from COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other state or federal agency.

(d) During the term of this Agreement, except as provided below, COUNSEL shall not accept representation of another client to pursue interests that are directly adverse to COUNTY's interests unless and until COUNSEL has made full disclosure to COUNTY of all relevant facts, circumstances, and implications of its undertaking of the two representations and COUNTY consents to COUNSEL's representation of the other client. COUNTY will be reasonable in evaluating such circumstances and to each give consent if COUNSEL confirms in good faith that all of the following criteria are met:

(1) There is no substantial relationship between any matter in which COUNSEL is representing or has represented COUNTY and the matter for the other client.

(2) COUNSEL's representation of the other client will not implicate or use any confidential information COUNSEL has received from COUNTY.

(3) COUNSEL's effective representation of COUNTY would not be prejudiced by its representation of the other client.

(4) The other client has also consented in writing based upon COUNSEL's full disclosure of the relevant facts, circumstances, and implications of COUNSEL's undertaking the two representations.

In furtherance of the foregoing, COUNTY hereby consents to the representation by COUNSEL of landowners or developers before the Board of County Commissioners, its commissions, boards,

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agencies, and departments in connection with land use matters not substantially related to work performed by COUNSEL under this Agreement and to the representation by COUNSEL of landowners in eminent domain actions brought by COUNTY that are not substantially related to work performed by COUNSEL under this Agreement.

Section 15. Assignment. Neither this Agreement nor any interest in it may be assigned, transferred, or otherwise encumbered under any circumstances by either party without prior written consent of the other party and in such cases only by a document of equal dignity with this Agreement.

Section 16. Subcontractors. COUNSEL shall first secure the prior written approval of COUNTY before engaging or contracting for the services of any subcontractors under this Agreement. COUNSEL will remain fully responsible to COUNTY for the services of any subcontractors under this Agreement.

Section 17. Independent Contractor. Nothing in this Agreement is intended or may be construed as, in any manner, creating, or establishing a relationship of co-partners between the parties or as constituting COUNSEL, including its officers, employees, and agents as an agent, representative, or employee of COUNTY for any purpose or in any manner whatsoever. COUNSEL is and will remain an independent contractor with respect to all services performed under this Agreement.

Section 18. Indemnification of COUNTY.

(a) COUNSEL shall hold harmless, release, and indemnify COUNTY, its commissioners, officers, employees, and agents against any and all claims, losses, damages, or lawsuits for damages arising from, allegedly arising from, or related to COUNSEL's provision of

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services under this Agreement caused by COUNSEL's act or omission in the performance of this Agreement.

(b) COUNSEL shall require all subcontractors to enter an agreement containing the provisions set forth in the preceding subsection in which agreement the subcontractors fully indemnify COUNTY in accordance with this Agreement.

Section 19. Insurance.

(a) COUNSEL shall maintain at all times throughout the duration of this contract, and at its sole expense, the insurance required under this Section and have this insurance approved by COUNTY's Risk Manager with the Resource Management Department.

(1) COUNSEL shall require and ensure that each of its sub-Vendors/sub-Contractors providing services under this Agreement (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified in this Agreement.

(2) Neither approval by COUNTY nor failure by COUNTY to disapprove the insurance furnished by COUNSEL will relieve COUNSEL of its full responsibility for liability, damages, and accidents.

(3) Neither COUNTY's review of the coverage afforded by or the provisions of the policies of insurance purchased and maintained by COUNSEL in accordance with this Section, nor COUNTY's decisions to raise or not to raise any objections about either or both, in any way relieves or decreases the liability of COUNSEL.

(4) If COUNTY elects to raise an objection to the coverage afforded by or the provisions of the insurance furnished, COUNSEL shall promptly provide to COUNTY such

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additional information as COUNTY may reasonably request, and COUNSEL shall remedy any deficiencies in the policies of insurance within ten (10) days.

(5) COUNTY's authority to object to insurance does not in any way whatsoever give rise to any duty on the part of COUNTY to exercise this authority for the benefit of COUNSEL or any other party.

(b) General Requirements.

(1) Before commencing work, COUNSEL shall furnish COUNTY with a current Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section and Exhibit C, and including the following as Certificate Holder:

Seminole County, Florida
Seminole County Services Building
1101 East 1st Street
Sanford, Florida 32771

The Certificate of Insurance must evidence, and all policies must be endorsed to provide the COUNTY with, not less than thirty (30) days (10 days for non-payment) written notice prior to the cancellation or non-renewal of coverage. Until such time as the insurance is no longer required to be maintained, COUNSEL shall provide COUNTY with a renewal or replacement Certificate of Insurance before the expiration or replacement of the insurance for which a previous certificate has been provided.

(2) In addition to providing the Certificate of Insurance, upon request of the COUNTY, COUNSEL shall provide COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Agreement within thirty (30) days after receipt

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of the request. Certified copies of policies may only be provided by the Insurer, not the agent or broker.

(3) Deductible and self-insured retention amounts must be declared to and approved by COUNTY and must be reduced or eliminated upon written request from COUNTY. The risk of loss within the deductible amount, if any, in the insurance purchased and maintained pursuant to this document must be borne by COUNSEL.

(4) The insurer's cost of defense, including COUNSEL's fees and COUNSEL's fees on appeal must not be included within the policy limits but must remain the responsibility of insurer.

(5) In the event of loss covered by Property Insurance, the proceeds of a claim must be paid to COUNTY, and COUNTY shall apportion the proceeds between COUNTY and COUNSEL as their interests may appear.

(6) Additional Insured: Seminole County, Florida, its officials, officers, and employees must be included as Additional Insureds under General Liability, Umbrella Liability, and Business Auto policies.

(7) Coverage: The insurance provided by COUNSEL pursuant to this Agreement must apply on a primary and non-contributory basis and any other insurance or self-insurance maintained by the Seminole County Board of County Commissioners or COUNTY's officials, officers, or employees will be in excess of and not contributing with the insurance provided by COUNSEL.

(8) Waiver of Subrogation: All policies must be endorsed to provide a Waiver of Subrogation clause in favor of the Seminole County, Florida and its respective officials, officers, and employees. This Waiver of Subrogation requirement does not apply to any policy that includes

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a condition that specifically prohibits such an endorsement or voids coverage should the Named Insured enter into such an agreement on a pre-loss basis.

(9) Provision: Commercial General Liability and Umbrella Liability Policies required by this Agreement must be provided on an occurrence rather than a claims-made basis.

(c) Insurance Company Requirements. Insurance companies providing the insurance must meet the following requirements.

(1) Such companies must be either: (a) authorized by maintaining Certificates of Authority or Letters of Eligibility issued to the companies by the Department of Insurance of the State of Florida to conduct business in the State of Florida, or (b) with respect only to the coverage required by this agreement for Workers' Compensation/Employers' Liability, authorized as a group self-insurer by Section 624.4621, Florida Statutes, as this statute may be amended from time to time.

(2) In addition, such companies other than those authorized by Section 624.4621, Florida Statutes, as this statute may be amended from time to time, must have and maintain a Best's Rating of "A-" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company (A) loses its Certificate of Authority or Letter of Eligibility, (B) no longer complies with Section 624.4621, Florida Statutes, as this statute may be amended from time to time, or (C) fails to maintain the Best's Rating and Financial Size Category, then COUNSEL shall immediately notify COUNTY as soon as COUNSEL has knowledge of any such circumstance and, upon request of COUNTY, immediately replace the insurance coverage provided by the insurance company with a different insurance company

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meeting the requirements of this Agreement. Until such time as COUNSEL has replaced the unacceptable insurer with an insurer acceptable to the COUNTY, COUNSEL will be deemed to be in default of this Agreement.

(d) Specifications. Without limiting any of the other obligations or liabilities of COUNSEL, COUNSEL, at COUNSEL's sole expense, shall procure, maintain, and keep in force amounts and types of insurance conforming to the minimum requirements set forth in Exhibit C. Except as otherwise specified in this Agreement, the insurance must become effective prior to the commencement of work by COUNSEL and must be maintained in force until final completion or such other time as required by this Agreement. The amounts and types of insurance must conform to the following minimum requirements:

(1) Workers' Compensation/Employers' Liability.

(A) COUNSEL's insurance must cover COUNSEL and its subcontractors of every tier for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation and Employers Liability Policy (NCCI Form WC 00 00 00 A), as filed for use in Florida by the National Council on Compensation Insurance. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation and Employers Liability Policy, there must be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, and if applicable, the United States Longshoremen's and Harbor Workers' Compensation Act or any

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other coverage customarily insured under Part One of the standard Workers' Compensation and Employers Liability Policy.

(C) The minimum limits to be maintained by COUNSEL are as specified in Exhibit C.

(D) If COUNSEL asserts an exemption to the provisions of Chapter 440, Florida Statutes, Workers' Compensation, COUNSEL shall provide notification to COUNTY's Risk Manager with the Resource Management Department and shall complete the COUNTY's Workers' Compensation Waiver Request. Approval of exemption is subject to COUNTY's sole discretion.

(E) Any Vendor/Contractor using an employee leasing company shall complete the COUNTY'S Leased Employee Affidavit.

(2) Commercial General Liability.

(A) COUNSEL's insurance must cover COUNSEL for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office. COUNSEL agrees coverage shall not contain any endorsement(s) excluding or limiting Products/Completed Operations, Contractual Liability, or Separation of Insureds.

(B) The minimum limits to be maintained by COUNSEL are as specified in Exhibit C.

(C) Seminole County, Florida, its officials, officers, and employees are to be included as Additional Insureds. ISO Endorsement CG 20 10 or CG 20 26 and CG 20 37or their equivalent must be used to provide such Additional Insured status.

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(3) Business Auto Policy.

(A) COUNSEL's insurance must cover COUNSEL for those sources of liability which would be covered by Section II of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office. Coverage must include owned, non-owned, and hired autos or any auto. In the event COUNSEL does not own automobiles, COUNSEL shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. If the contract involves operations governed by Sections 29 or 30 of the Motor Carrier Act of 1980, endorsement MCS-90 is required.

(B) The minimum limits to be maintained by COUNSEL are as specified in Exhibit C.

(4) Professional Liability.

(A) If required by Exhibit C, COUNSEL shall provide a Professional Liability policy which shall cover professional misconduct or lack of ordinary skill for those positions defined in the scope of services of this contract.

(i) In the event that the professional liability insurance required by this contract is written on a claims-made basis, COUNSEL warrants that any retroactive date under the policy will precede the effective date of this Agreement and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this contract is completed.

(ii) If such insurance is maintained on an occurrence form basis, COUNSEL shall maintain such insurance for an additional period of one (1) year following

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termination of contract. If such insurance is maintained on a claims-made basis, COUNSEL shall maintain such insurance for an additional period of three (3) years following termination of the contract.

(iii) If COUNSEL contends that any of the insurance it maintains pursuant to other sections of this clause satisfies this requirement (or otherwise insures the risks described in this section), then COUNSEL shall provide proof of such satisfactory coverage, subject to approval of COUNTY.

(B) The minimum limits to be maintained by COUNSEL are as specified in Exhibit C.

(5) Employee Dishonesty Liability. CONTRACTOR shall maintain Employee Dishonesty coverage protecting the interests of COUNTY subject to this Agreement from fraudulent acts of their employees. Coverage limits must not be less than the amount specified in Exhibit C. The policy must include as loss payee Seminole County, Florida.

Section 20. Dispute Resolution.

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties shall exhaust COUNTY administrative dispute resolution procedures prior to filing a lawsuit or otherwise pursuing legal remedies. COUNTY administrative dispute resolution procedures for proper invoice and payment disputes are set forth in Section 22.15, "Prompt Payment Procedures", Seminole County Administrative Code. COUNTY administrative dispute resolution procedures for contract claims related to this Agreement, other than for proper invoice and payment disputes, are set forth in Section 3.5540, "Contract Claims", Seminole County Administrative Code.

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(b) In any lawsuit or legal proceeding arising under this Agreement, COUNSEL hereby waives any claim or defense based on facts or evidentiary materials that were not presented for consideration in COUNTY administrative dispute resolution procedures set forth in subsection (a) above of which COUNSEL had knowledge and failed to present during COUNTY administrative dispute resolution procedures.

(c) In the event that COUNTY administrative dispute resolution procedures are exhausted and a lawsuit or legal proceeding is filed, the parties shall exercise best efforts to resolve disputes through voluntary mediation and to select a mutually acceptable mediator. The parties participating in the voluntary mediation shall share the costs of mediation equally.

Section 21. Services Not Provided For. No claim for services provided by COUNSEL not specifically provided for in a Request for Services issued under this Agreement will be honored by COUNTY.

Section 22. Public Records Law. COUNSEL acknowledges COUNTY's obligations under Article I, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. COUNSEL acknowledges that COUNTY are required to comply with Article I, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and this statute controls over the terms of this Agreement. Notwithstanding the foregoing, however, nothing in this Agreement may be deemed a waiver by COUNTY of any attorney/client privilege that it may have with COUNSEL.

Section 23. All Prior Agreements Superseded. This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained in this Agreement, and the parties agree that there are no

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commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained or referred to in this Agreement. Accordingly, it is agreed that no deviation from the terms of this Agreement will be predicated upon any prior representations or agreements, whether oral or written.

Section 24. Modifications, Amendments or Alterations. No modification, amendment, or alteration in the terms or conditions contained in this Agreement will be effective unless contained in a written amendment executed with the same formality and of equal dignity with this Agreement.

Section 25. Agreement and Service Authorization in Conflict. Except as otherwise set forth in this Agreement, whenever the terms of this Agreement conflict with any service authorization, this Agreement controls.

Section 26. Rights at Law Retained. The rights and remedies of COUNTY provided under this Agreement are in addition and supplemental to any other rights and remedies provided by law.

Section 27. Governing Law, Jurisdiction, and Venue. The laws of the State of Florida govern the validity, enforcement, and interpretation of this Agreement. The sole jurisdiction and venue for any legal action in connection with this Agreement will be in the courts of Seminole County, Florida.

Section 28. Notices. Whenever either party desires to give notice to the other, it must be given by written notice sent by certified United States mail, return receipt requested addressed to the party for whom it is intended at the place last specified. The place for giving of notice will remain such until it has been changed by written notice in compliance with the provisions of this

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Seminole County, Florida
Seminole County Clerk of the Circuit Court and Comptroller
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eCertified Id: 1BAD-50JC-B19N
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Section. For the present, the parties designate the following as the respective places for giving of notice:

For COUNTY:

Seminole County Attorney's Office
Seminole County Services Building
1101 East 1st Street
Sanford, Florida 32771

For COUNSEL:

Nelson Mullins
390 North Orange Avenue
Suite 1400
Orlando, Florida 32801

Section 29. Termination.

(a) By written notice to COUNSEL, COUNTY may terminate this Agreement or any Request for Services issued under this Agreement, in whole or in part, at any time, either for COUNTY's convenience or because of the failure of COUNSEL to fulfill its obligations under this Agreement. Upon receipt of such notice:

(1) COUNSEL shall immediately discontinue all services affected unless the notice directs otherwise; and

(2) COUNSEL shall deliver to COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of whatever type or nature as may have been accumulated by COUNSEL in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of COUNTY, COUNSEL will be paid compensation for services performed to the date of termination.

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(c) If the termination is due to the failure of COUNSEL to fulfill its obligations under this Agreement, COUNTY may take over the work and carry it to completion by other agreements or otherwise. In such case, COUNSEL will be liable to COUNTY for all reasonable additional costs associated with COUNSEL's failure to fulfill its obligations under this Agreement.

(d) COUNSEL will not be liable for such additional costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of COUNSEL. COUNSEL will be responsible and liable for the actions of its subcontractors, agents, employees, persons, and entities of a similar type or nature. Matters beyond the fault or negligence of COUNSEL include, but are not limited to, acts of God or of the public enemy, acts of COUNTY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but, in every case, the failure to perform must be beyond the control and without the fault or negligence of COUNSEL.

(e) If after notice of termination for COUNSEL's failure to fulfill its obligations under this Agreement, it is determined that COUNSEL did not so fail, the termination will be conclusively deemed to have been effected for the convenience of COUNTY. In such event, compensation for services performed will be made as provided in Section 24(b) above.

(f) The rights and remedies of COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

Section 30. Headings and Captions. All headings and captions contained in this Agreement are provided for convenience only, do not constitute a part of this Agreement, and may not be used to define, describe, interpret or construe any provision of this Agreement.

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IN WITNESS WHEREOF, the parties have made and executed this Agreement for the purposes stated above.

WITNESSES:

SIGNATURE

Joseph B. Stanton
PRINT NAME

SIGNATURE

Kathleen K. Stangle
PRINT NAME

NELSON MULLINS

(Signature)

Partner
Title

10-5-21
Date

[Signatures continued on Page 26.]

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ATTEST:

GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
LEE CONSTANTINE, Chairman

Date: 10/12/21

For the use and reliance
of Seminole County only.

As authorized for execution by the Board of County Commissioners at its October 12, 2021, regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

Attachments:
Exhibit A – Scope of Services
Exhibit B – Fee Schedule
Exhibit C – Insurance Requirements

ABA/sjs
10/4/21
T:\Users\Legal Secretary CSB\Litigation Consultant Agreements\2021\Bond Counsel Legal Services Agreement (Nelson Mullins).docx

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EXHIBIT A

MINIMUM FIRM REQUIREMENTS

COUNSEL must meet the following criteria:

A. COUNSEL must be licensed to practice law in the State of Florida.

B. COUNSEL's assigned attorneys must be licensed to practice law in the State of Florida and have substantial knowledge and experience in municipal bond law, Federal and Florida tax law, Florida local government law, the trial and appeal of bond validation actions, and the issuance of both tax-exempt and taxable municipal bonds, notes, and other debt instruments.

C. COUNSEL must be listed in the most recent edition of The Bond Buyer's Municipal Marketplace (also known as the "Red Book").

D. COUNSEL's attorneys must have sufficient time to execute and fulfill the duties of bond counsel to the COUNTY and must not be burdened by other professional responsibilities, workload or other constraints which would interfere in any material respect with the attorney's or firm's obligations to the COUNTY.

SCOPE OF SERVICE

COUNSEL will be engaged to provide bond counsel services in connection with bonds, notes, and other debt obligations to be issued by the COUNTY for the project to construct a new county services facility at the location known as Five Points and for other services as directed by COUNTY. Bond Counsel services will include, but will not be limited to, the following:

A. Consultation with COUNTY officials, staff, the Clerk, and financial advisor concerning all legal questions relating to the incurrence of the proposed debt.

B. Assist COUNTY staff, the Clerk, and the financial advisor in formulating financing plans.

C. Attendance, upon request, at any meeting of the Board of County Commissioners or any meeting of COUNTY staff or the Clerk, and which may also include the County's Financial Advisor, the underwriters, and Disclosure Counsel at which proposed bonds, notes, or debt financed projects are discussed.

D. Provide legal services relating to the planning and development of proposed debt obligations and the tax implications of the use of the proceeds, including the tax implications of the use of the projects being financed by the debt obligations.

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E. Preparation and review of all documents required for the sale of debt obligations and closings including, but not limited to, bond and note resolutions, arbitrage/tax certificates, opinions, and notices of sale.

G. Review of offering and disclosure documents necessary for issuing and selling of bonds whether by negotiated sale or competitive bid. Delivery of bond counsel opinion as to the legality of the bonds, the security for their payment, and the exemption or exclusion from federal taxation of the interest on the bonds.

H. Assist in the rating process, if requested.

I. Analysis and resolution of tax issues and considerations associated with financing plans, including preparation of ruling requests and contacts with the U.S. Treasury.

J. In the event that validation is required by the COUNTY, the preparation of all documentation required in connection with the validation proceedings including any appeal from such proceedings, including without limitation, the complaints, notices, orders, acknowledgments, answers, and judgments, together with memoranda concerning testimony, exhibits, and relevant law. In connection with the appeal of any validation judgment to the Supreme Court of Florida, services will also include any notices, orders, acknowledgements as may be required, briefs and any court appearances required for oral argument or otherwise.

K. Drafting the form of the bonds or notes.

L. Supervision of the printing of the bonds.

M. Conduct the pre-closing and the closing process in connection with the issuance of bonds and notes.

N. Assemble all closing transcript items and arrange for preparation of bond transcripts for distribution to members of the COUNTY's bond financing team within sixty (60) days following the closing date.

O. Inform the COUNTY and Clerk of the impact of changes in federal and state laws regarding the issuance and management of the COUNTY's financial and debt obligations.

P. Legal services related to all matters effecting administration, collection, and legislation related to revenues involved with, or available for, COUNTY financial undertakings.

Q. Provide the COUNTY and Clerk with advice and consultation on legal developments affecting Florida and federal public finance and tax issues generally.

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EXHIBIT C

INSURANCE REQUIREMENTS

The following insurance requirements and limits of liability are required:

A. Workers' Compensation & Employers' Liability Insurance:

Workers' Compensation:	Statutory	
Employers' Liability:	$ 1,000,000	Each Accident
	$ 1,000,000	Disease Aggregate
	$ 1,000,000	Disease Each Employee

B. Commercial General Liability Insurance:

$ 1,000,000	Per Occurrence
$ 2,000,000	General Aggregate
$ 2,000,000	Products and Completed Operations
$ 1,000,000	Personal and Advertising Injury

C. Business Automobile Liability Insurance:

$ 1,000,000	Combined Single Limit (Any Auto or Owned, Hired, and Non-Owned Autos)

D. Professional Liability: $ 10,000,000 Per Claim

E. Other Insurance Requirements:

$ x,xxx,xxx	Commercial Umbrella (each occurrence)
$ x,xxx,xxx	Commercial Umbrella (general aggregate)
$ x,xxx,xxx	Pollution Liability
$ 10,000,000	Commercial Crime (Employee Dishonesty)

~~ End Exhibit C ~~

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CONSENT AGENDA ITEM
#13

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*
Director of Procurement

DATE: July 20, 2025

SUBJECT: Approval of Change Order to the Purchase Order to Workday, Inc. for Enterprise Resource Planning System Software
Project No. 599-563, Purchase Order No. 006186

Board approval to issue a change order to Purchase Order No. 006186 to Workday, Inc. in the amount of $768,861.00 is requested. The change order is for additional software and services to support a cloud-based financial management and procurement enterprise resource planning system.

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

Reviewed by:

Kari Gaston
Executive Project Manager

Lisa Lumbard
Chief Financial Officer

CONSENT AGENDA ITEM
#14

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Risk & Business Consulting.
Internal Audit.

MEMORANDUM

TO: Central Florida Expressway Authority Board Members

FROM: Jeffrey Tecau, Managing Director, Protiviti

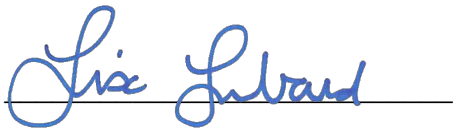


DATE: July 7, 2025

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 June 25, 2025.

1. Fiscal Year 2025 Right of Way Audit
2. Fiscal Year 2025 Intelligent Transportation Systems (ITS) Security Review
3. Fiscal Year 2026 Internal Audit Plan, Risk Assessment, and Internal Audit Department Charter

Reviewed by: 

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RIGHT OF WAY AUDIT

March 2025

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Global Business Consulting

EXECUTIVE SUMMARY

Overview

Background

During fiscal year 2022, Internal Audit performed an audit of the Central Florida Expressway Authority's Right of Way policies and procedures to identify opportunities to improve and streamline processes supporting Right of Way acquisitions.

The 2022 audit included examination of CFX's Property Acquisition, Disposition and Permitting Procedures Manual (the "ROW Manual"), which provided structure and guidance for Right of Way activities. Internal Audit used the ROW Manual as the basis for a benchmarking exercise in which key CFX procedures were compared to those of a similar tolling agency and neighboring public entities. The 2022 review also included a review of the processes and procedures supporting the treatment of invoices related to Right of Way acquisitions and legal counsel. CFX updated the ROW Manual accordingly in 2023.

In 2024, CFX updated its' Right of Way Policy (CFX Code of Policies, Chapter 13: Real Property). At the time of this audit, CFX staff was in process of updating the 2023 ROW Manual. Internal Audit used the working draft of the ROW Manual dated March 10, 2025, as the basis for review of current documentation of the ROW Manual.

CFX has large expansion projects underway that require extensive land acquisitions. Management is currently pursuing acquisition of over 100 parcels of land, and these active acquisitions span across 4 different road systems (408, 516, 534, 538). CFX has aggressive timelines for these acquisition efforts and aim to have ownership of most of these parcels of land by the end of Q1 2026. CFX is currently using a blend of in-house legal counsel and outsourced legal counsel to manage the procurement of parcels of land. Three law firms (Nelson Mullins, Shutts & Bowen, and Dinsmore) are contracted with CFX to provide legal assistance.

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EXECUTIVE SUMMARY

Objectives, Scope, & Approach

Objectives

In accordance with the FY2025 Internal Audit Plan Internal Audit Plan, Internal Audit conducted a review of CFX's Right of Way policies and procedures, with the following objectives:

- Understand and assess critical roles, responsibilities, and procedures around Right of Way acquisitions as defined in the ROW Manual
- Review the procedures and internal controls in place to procure Right of Way legal counsel.
- Review the procedures and internal controls in place for reviewing invoices for Right of Way services.

Scope and Approach

To achieve the objectives of this review, Internal Audit performed the following:

- Performed an evaluation of the current documentation of the ROW Manual within the following areas of focus:
    - Reviewed key roles and responsibilities of in-house legal counsel and the Right of Way Committee
    - Considering the updated 2024 Right of Way Policy, reviewed the working draft of the ROW Manual for opportunities to enhance or improve it. Assessed the ROW Manual for opportunities to streamline procedures and internal controls to better align with the strategic objectives of the Right of Way Committee
    - Assessed the working draft of the of ROW Manual for opportunities to streamline procedures and internal controls and facilitate alignment with the strategic objectives of the Right of Way Committee.
    - Documented CFX's current processes and procedures and evaluated alignment to relevant statutes and opportunities for improvement through interviews with key personnel and a review of relevant documents, as applicable.
- Evaluated procedures and internal controls for reviewing invoices related to land acquisition expenditures and external legal counsel for design effectiveness and, if applicable, operating effectiveness.

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EXECUTIVE SUMMARY

Summary of Procedures Performed

An overview of the audit procedures performed for each in-scope area is below.

Scope Area	Procedures Performed / Key Areas Reviewed	Number of Observations
ROW Manual and Policy	Performed interviews and inquiries related to Right of Way procedures Mapped the ROW Manual to the updated 2024 Right of Way Policy and performed gap analysis Assessed the ROW Manual for improvement opportunities	1
Acquisition / Legal Counsel	Performed interviews and inquiries related to invoice review and processing procedures Tested a selected sample of invoices for operating effectiveness of related internal controls	1

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EXECUTIVE SUMMARY

Summary of Observations

Obs #	Observation	Scope Area	Relative Priority
1	Clarify Post-Acquisition Inventory and Inspection Procedures	ROW Manual and Policy	Moderate
2	ROW Invoice Review Procedures Documentation	Acquisition / Legal Counsel	Moderate

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ITS SECURITY REVIEW

Central Florida Expressway Authority

June 2025

protiviti®

Global Business Consulting

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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Executive Summary 3

Scope 4

Approach & Results 5

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Executive Summary

During the period of March 10th, 2025, to June 6th, 2025, Internal Audit performed a Security Review of the Intelligent Transportation Systems ("ITS") environment within Central Florida Expressway Authority ("CFX"). The ITS network contains the cameras that provide video of the CFX toll roads to the Florida Department of Transportation ("FDOT"), the digital message boards that provide travel time and other information for drivers, and other devices that support the calculation of travel times. The CFX and ITS environments share network equipment that allows communication between the networks, though each is a distinct environment. The objectives of the assessment were to review internal controls for gaps in design related to the requirements set forth in *the National Institute of Standards and Technology Cybersecurity Framework 2.0 ("NIST CSF")*.

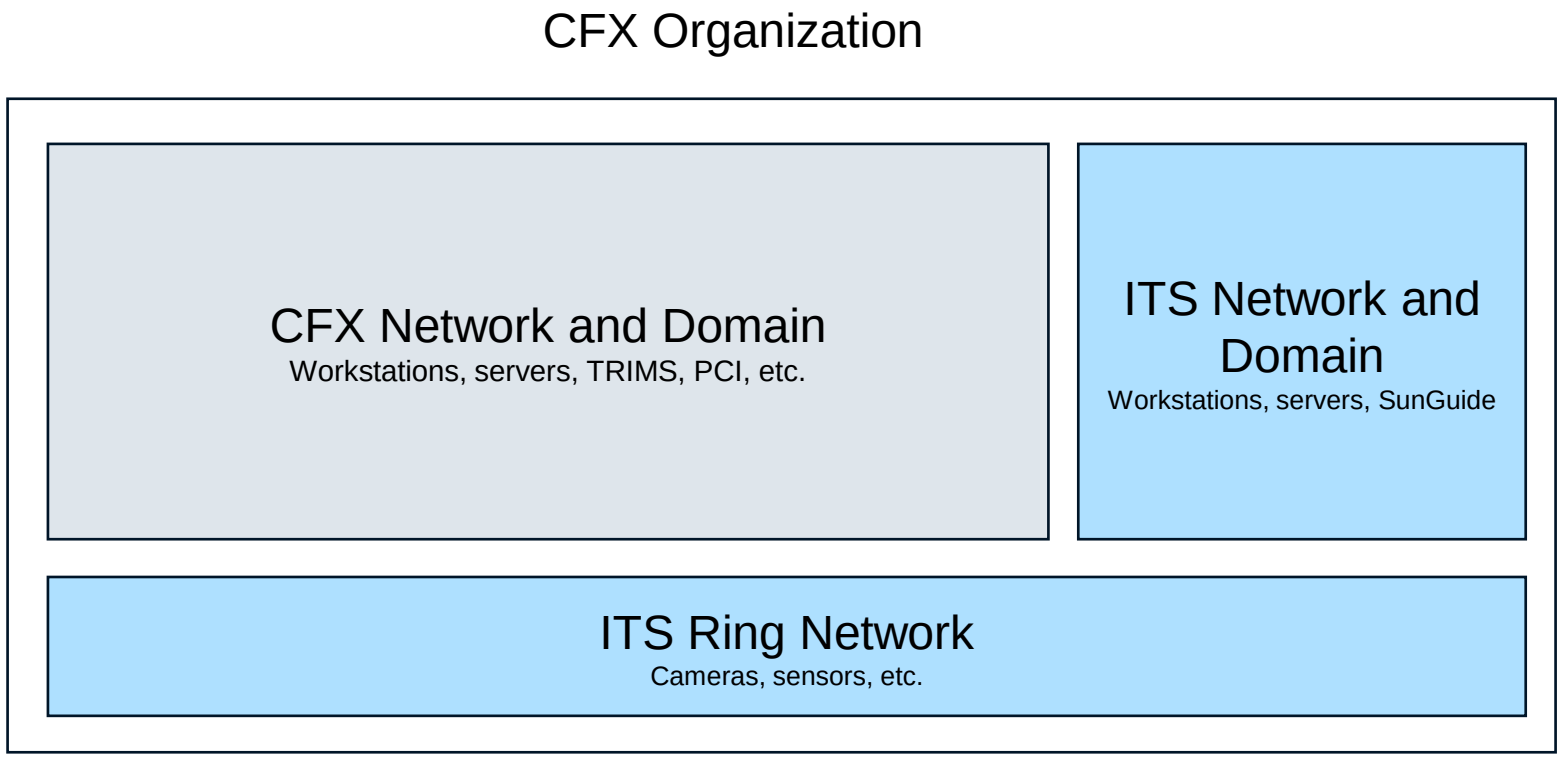
The six functions that comprise the NIST CSF include :

- **GOVERN (GV):** The organization's cybersecurity risk management strategy, expectations, and policy are established, communicated, and monitored.
- **IDENTIFY (ID):** The organization's current cybersecurity risks are understood.
- **PROTECT (PR):** Safeguards to manage the organization's cybersecurity risks are used.
- **DETECT (DE):** Possible cybersecurity attacks and compromises are found and analyzed.
- **RESPOND (RS):** Actions regarding a detected cybersecurity incident are taken.
- **RECOVER (RC):** Assets and operations affected by a cybersecurity incident are restored.

Internal Audit conducted the security review that tested controls from the ITS Environment across the 108 Subcategories that comprise the 6 NIST CSF Functions described above.

Scope

The scope of this assessment included the ITS Network and Domain, as well as its associated Ring Network. The ITS Network and Domain includes the workstations used by its employees, the servers that support its operations, and the application responsible for managing traffic flow, incidents, and ITS devices, SunGuide. The associated Ring Network consists of cameras, sensors, and other systems that detect and collect information related to the calculation of travel times. The following diagram displays the relationship between the ITS and general CFX IT Environments, and light blue indicates inclusion in scope:



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Approach & Results

IA performed the following procedures for the in-scope ITS Environment:

- Conducted interviews with key personnel to understand ITS processes and procedures.
- Reviewed policies and procedures related to the safeguarding of electronic data transfers, data storage, and data access.
- Performed testing procedures as outlined in the NIST CSF, which include specific test steps for each Function (Please see Appendix A for a full description of the NIST CSF and test results)
- Reviewed the Internal Audit report from 2015 regarding the ITS environment to compare the previous and current state of the ITS environment.
- After testing was completed, analysis was performed to compare the results of testing to the control objectives outlined in the NIST CSF.

As of the date of this report, **three observations** were noted regarding log aggregation, SunGuide Account Management, and disaster recovery, and **remediation plans are in place and outlined in the body of the detailed report.**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Internal Audit Plan

For the Fiscal Year Ending June 30, 2026

Internal Audit, Risk, Business and Technology Consulting

YOUR INTERNAL AUDIT TEAM



CFX Audit Committee

CFX Chief Financial Officer

Jeff Tecau
Internal Audit
Managing Director

David Taylor
IT Audit
Managing Director

Landon Willey
Internal Audit
Senior Manager

Chris Porter
IT Audit
Director

Other Internal Audit Managers, Seniors, and Consultants
Level and experience will be matched to project need

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BACKGROUND

An annual risk assessment is a critical element of a high-quality Internal Audit department's responsibility and provides the opportunity to be "front and center" with senior leadership as a strategic partner in the review and management of key business risks. The objective of the fiscal 2026 risk assessment is to identify and prioritize key areas of risk within CFX to consider in designing the fiscal 2026 Internal Audit plan. The approach to conduct the fiscal 2026 risk assessment and develop the fiscal 2026 Internal Audit plan is depicted below.

Identify Key Areas of Risk to be Assessed

- Confirm and update prior year risk areas based upon review of prior year work papers, audit results, and discussions with staff
- Determine preliminary risk ratings based upon prior year results

Assess and Prioritize Areas of Risk

- Conduct interviews with management, the Board, and the Audit Committee Chair to confirm and validate the current enterprise risk model and gain additional insight around risk trending, key changes in the organization, and key initiatives
- Aggregate and compile resulting information
- Provide a graphical representation of enterprise risks on a risk heat map to prioritize residual areas of risk

Select Focus Areas

- Evaluate the prioritized enterprise risks and management commentary to determine Internal Audit focus areas for fiscal year 2026
- Develop and define a preliminary listing of proposed Internal Audit projects to address the areas of focus

Develop and Approve Audit Plan

- Establish high-level scoping statements and levels of effort for proposed projects
- Finalize budget allotments and propose projects for Audit Committee approval
- Finalize proposed timing for selected projects
- Finalize Internal Audit plan and obtain Audit Committee approval

INTERVIEW LIST

The following 20 individuals were interviewed or given the opportunity to provide input to develop the fiscal year 2026 Internal Audit plan:

Name	Title	Name	Title
Christopher "C.J." Maier	Board Chair (Governor's Appointee)	**Michelle Maikisch**	Executive Director
Mayor Buddy Dyer	Board Vice Chair (City of Orlando)	**Lisa Lumbard**	Chief Financial Officer
Andria Herr	Board Treasurer (Seminole County)	**Jim Greer**	Chief of Technology / Operations
Jamie Rowland	Audit Committee Chair (Osceola County)	**Glenn Pressimone**	Chief of Infrastructure
Aneth Williams	Director of Procurement	**Evelyn Wilson**	Chief Administrative Officer
Rafael Milan	Director of Information Technology	**Michael Carlisle**	Director of Accounting and Finance
Ben Dreiling	Director of Capital Project Delivery	**David Wynne**	Director of Toll Operations
David Falk	Director of Engineering	**Jack Burch**	Director of Construction
Carrie Baker	Manager of Contract Compliance	**Son Nguyen**	Risk Manager
Cristina Berrios	Deputy General Counsel	**Kari Gaston**	Executive Project Coordinator

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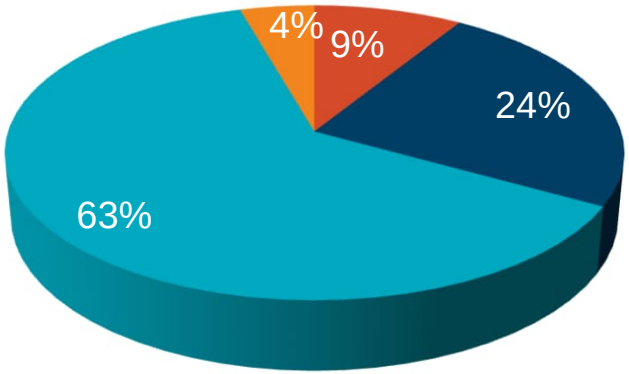
FY 2026 INTERNAL AUDIT COVERAGE

Strategic and Governance	Budget Allocation	Frequency
• Fiscal 2027 Internal Audit Plan and Risk Assessment	$30,000	Annual
• Prior Audit Recommendations: Semi-Annual Follow-up	$20,000	Annual
Financial		
• Procurement and Contract Billing Audits	$55,000	Annual
• Toll Revenue Audit	$80,000	2 Year Cycle
Operations and IT		
• DHSMV Data Security Assessment	$30,000	Annual
• DAVID Data Security Assessment	$25,000	Annual
• PCI Assessment with Report on Compliance	$120,000	Annual
• IT Tabletop Exercise	$25,000	Annual
• Business Continuity Management Review	$45,000	5 Year Cycle
• NIST Cybersecurity Framework 2.0 Review	$60,000	As Needed
• ERP Implementation Review	$45,000	As Needed
Other		
• Board and Audit Committee Meetings	$25,000	Annual
Total Internal Audit Budget	**$560,000**	



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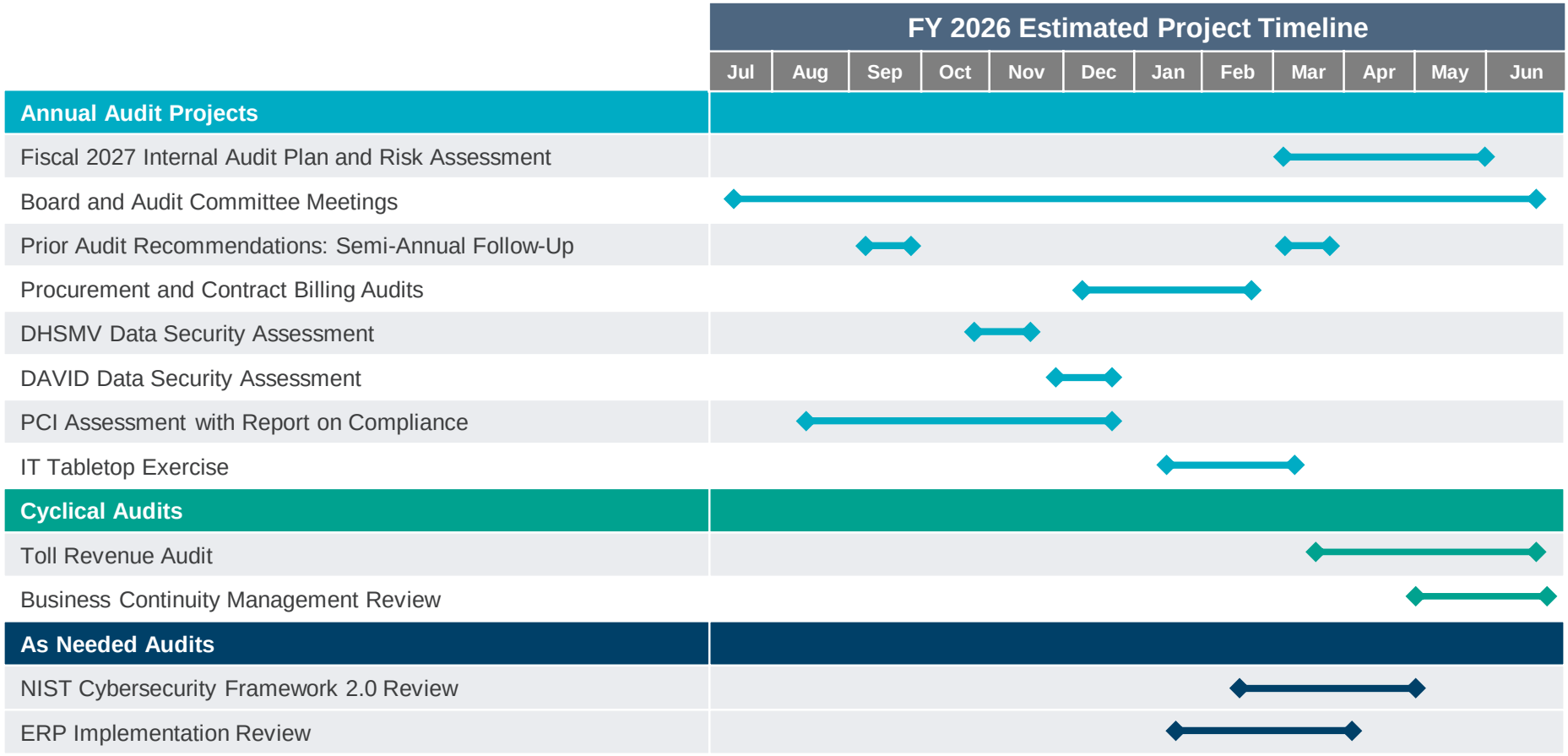
INTERNAL AUDIT TIMELINE



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FY 2026 INTERNAL AUDIT PROJECT DESCRIPTIONS

#	Project	Project Description	Risks
1	**Fiscal 2027 Internal Audit Plan and Risk Assessment**	Internal Audit will conduct a risk assessment to highlight the Expressway Authority's current year risk profile, to identify risk trends, and to form the foundation for the fiscal year 2027 Internal Audit Plan. The risk discussion and risk map will be utilized to develop the 2027 Internal Audit plan, with a focus on addressing opportunities identified during the assessment process.	Strategic Planning Fraud Governance
2	**Board and Audit Committee Meetings**	Internal Audit will attend Board meetings and prepare for and present at all Audit Committee meetings during fiscal year 2026. This includes document preparation time and preparation time with management and the Audit Committee in advance of meetings.	Governance
3	**Prior Audit Recommendations: Semi-Annual Follow-up**	This work will focus on semi-annual follow-up on the status of all OPEN action plans from prior year audits. In addition, internal audit will consider re-auditing closed recommendations for selected areas from prior year audits as requested by management or the Audit Committee.	Governance
4	**Procurement and Contract Billing Audits**	This audit will encompass a selection of 2 or 3 engineering, construction, maintenance, operations, or legal contracts, with the objective of verifying internal controls are in place to ensure work performed for CFX has been billed in accordance with contractual terms and conditions. The work will include reviewing procurement, contracting, and contract SLAs, testing pricing and hours worked for accuracy and validity, testing invoice approvals, testing vendor compliance with other contractual obligations, and using data analytics to identify high risk vendors and/or change orders.	Contract Management Contract Performance Reporting Cost Containment Procurement and Vendor Selection
5	**DHSMV Data Security Assessment**	The objective of this assessment is to review internal controls for gaps in design related to the requirements set forth in the DHSMV Drivers License or Motor Vehicle Record Data Exchange Memorandum of Understanding (MOU), Section V – Safeguarding Information.	Cyber / Data Security
6	**DAVID Data Security Assessment**	The objective of this assessment is to review internal controls for gaps in design related to the requirements set forth in the DHSMV Driver and Vehicle Information Database ("DAVID") Data Exchange Memorandum of Understanding (MOU), Section V – Safeguarding Information	Cyber / Data Security
7	**PCI Assessment with Report on Compliance**	This project will be to fully test CFX's compliance with the PCI Data Security Standard, (PCI-DSS) version 4.0 and issue a Report on Compliance (ROC). The testing will cover all twelve sections of the PCI-DSS.	Cyber / Data Security

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FY 2026 INTERNAL AUDIT PROJECT DESCRIPTIONS

#	Project	Project Description	Risks
8	**IT Tabletop Exercise**	Internal Audit will facilitate a tabletop exercise to simulate an attack on CFX systems and the corresponding incident response steps CFX could take. IA will develop a realistic scenario and invite participants to discuss actions they may take during response to the incident and note any improvement opportunities to the response process identified during the exercise.	Cyber / Data Security Business / IT Applications and Systems
9	**Toll Revenue Audit**	This audit will focus on the business processes and IT infrastructure supporting Toll Revenue, including electronic toll collections, pay-by-plate toll collections, and cash toll collections. Additionally, IT general controls around supporting systems and information technology will be reviewed. Internal Audit will review key processes and internal controls to verify that revenue data captured is completely and accurately recorded to the financial statements.	Toll Collections Cash Handling IT Infrastructure / Tolling System Infrastructure Financial Reporting Statewide/National Interoperability
10	**Business Continuity Management Review**	This review will focus on how CFX manages Business Continuity, including IT Disaster Recovery plans and Crisis Management. The review will include an assessment of the documented plans as well as the foundational efforts that were performed to create them (such as a Business Impact Analysis). This may be adjusted into a consulting project based on the recent pandemic.	Business Continuity / Disaster Recovery IT Operations
11	**NIST 2.0 Cybersecurity Framework Review**	This review will compare both CFX's and Intelligent Transportation System's ("ITS") information security practices and procedures to the newly updated NIST Cybersecurity Framework, version 2.0. This framework is widely recognized as the benchmark for assessing/creating overall information security programs, and was updated in February 2024.	Cyber / Data Security
12	**ERP Implementation Support**	Protiviti will provide guidance concerning the implementation of CFX's new Enterprise Resource Planning (ERP) system. Internal Audit will assess the impacted business processes and validate that appropriate consideration has been given to key risk areas including user access rights, roles, and approval authorities.	Business / IT Applications and Systems

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THREE YEAR INTERNAL AUDIT PLAN

			Audit Plan Year		
Description	Frequency	Date Last Performed	2026	2027	2028
Annual Internal Audits					
Internal Audit Plan and Risk Assessment	Annual	2025	x	x	x
Board and Audit Committee meetings	Annual	2025	x	x	x
Prior Year Recommendations : Semi-Annual Follow-up	Annual	2025	x	x	x
Procurement & Contract Billing Audits	Annual	2025	x	x	x
DHSMV Data Security Assessment	Annual	2025	x	x	x
DAVID Data Security Assessment	Annual	2025	x	x	x
PCI Assessment with Report on Compliance	Annual	2025	x	x	x
IT Tabletop Exercise	Annual	2025	x	x	x
Cyclical Audits					
Toll Revenue Audit	2 Year Cycle	2023	x		x
Business Continuity Management Review	5 Year Cycle	2021	x		
Customer Service Center Performance Assessment	3 Year Cycle	2024		x	
Microsoft Cloud Security Assessment	3 Year Cycle	2024		x	
Right of Way Audit	2 Year Cycle	2025		x	
COSO Governance Review	2.5 Year Cycle	2025		x	
Accounting Controls, System Access, and SOD Review	5 Year Cycle	2023			x
Maintenance Policy and Procedures Audit	5 Year Cycle	2023			x
Intelligent Transportation System Security Review	3 Year Cycle	2025			x
Ethics Policy Compliance Audit	3 Year Cycle	2025			x
Public Records and Information Management Review	5 Year Cycle	2025			
As Needed Audits					
NIST Cybersecurity Framework 2.0 Review	As Needed	2020	x		
ERP Implementation Review	As Needed	N/A	x		
Secure Code Review	As Needed	2022		x	
Fraud Risk Assessment	As Needed	2023		x	
Third Party Vendor Risk Management Review	As Needed	N/A		x	
Risk Management and Insurance Review	As Needed	N/A			
Digital Marketing Current State Assessment and Opportunities Roadmap	As Needed	N/A			
VTP Review and/or Transponder Interoperability Fraud	As Needed	2024			
State Toll Discount Program Compliance Review	As Needed	2024			
Policy and Procedure Review	As Needed	2024			
Sustainability Assessment	As Needed	2023			
Sensitive Data Review	As Needed	2023			

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APPENDIX A
OTHER POTENTIAL AUDITS

OTHER POTENTIAL AUDITS NOT SELECTED FOR FY 2026 INTERNAL AUDIT PLAN

#	Project	Project Description	Risks
1	**Customer Service Center Performance Assessment**	Protiviti will conduct an assessment of the customer contact center and consider current needs of the center, including opportunities to reduce staff turnover. The audit will involve a review of the center's performance through an organizational analysis, a customer contact analysis, an analysis of technology, infrastructure and applications, and a statistical data analysis.	Cost Containment Customer Satisfaction Public Relations
2	**Microsoft Cloud Security Assessment**	Internal Audit will conduct an assessment of CFX's Microsoft cloud computing architecture, including evaluating the strategy, capabilities, operations and processes against industry leading practices. Internal Audit will also review CFX's strategy in determining what data is stored in the cloud as well the controls utilized to ensure that data's integrity and availability.	Cyber / Data Security
3	**Right of Way Audit**	This audit will include a review of the processes and procedures in place to manage Right of Way land acquisitions and may include a review of legal counsel responsibilities, involvement of the ROW Committee, and internal controls around managing legal counsel, other third-party costs, and overall purchase price. To the extent the data exists, the review may include a trending analysis of appraised cost values for recent purchases and a review of outliers.	Right of Way Cost Containment Public Relations
4	**COSO Governance Review**	This audit will involve an evaluation of CFX's governance procedures and internal controls leveraging the COSO ERM and COSO 2013 internal control frameworks as leading practice guidelines.	Governance Ethical Compliance
5	**Accounting Controls, System Access, and SOD Review**	The financial close and related accounting processes will be reviewed for appropriate internal control, including segregation of duties and access rights for CFX accounting personnel. Protiviti-developed tools may be leveraged to verify segregation for each key accounting cycle around the following: Physical custody of assets, adjustments to accounting records, approvals of accounting transactions, and review responsibilities. In addition, we will also review access rights within the financial accounting application to verify system access restrictions appropriately support segregation of duties.	Financial Reporting Fraud
6	**Maintenance Policy and Procedures Audit**	The objective of this project will be to review the safety and maintenance policies and procedures in place, including any recent technological enhancements to safety within the system (e.g., new technology measures to help reduce the risk of wrong way driving), vendor management programs, and to test compliance with the safety and maintenance policies and procedures.	Maintenance and Safety
7	**Intelligent Transportation System (ITS) Security Review**	Protiviti will conduct an IT security review of Intelligent Transportation System ("ITS"). This review will include an assessment of access controls (physical and logical), hardening procedures, patching processes, and remote connectivity of ITS systems to identify security risks that exist in the ITS network.	Cyber / Data Security

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OTHER POTENTIAL AUDITS NOT SELECTED FOR FY 2026 INTERNAL AUDIT PLAN

#	Project	Project Description	Risks
8	**Ethics Policy Compliance Audit**	CFX has a formal ethics policy in place. Internal Audit will review the policy and (1) leverage leading practices to suggest additional areas for consideration to include in the policy and (2) review compliance with the policy, including the new provisions added as a result of Florida state legislation.	Ethical Compliance
9	**Public Records and Information Management Review**	This review will focus on CFX's records and information management processes and the four cornerstones of a sustainable information governance program. Data retention surrounding electronic communications via email, mobile, and voice mail will also be reviewed to identify technology needed to assist with capturing and retaining data from such communication.	Records Management
10	**Secure Code Review**	This review will assess the security of production code for applications that are developed in-house. Application's functionality, security standards, and coding practices will be reviewed through documentation and by conducting both automated and manual analysis against the Open Web Application Security Project ("OWASP") framework.	Cyber / Data Security
11	**Fraud Risk Assessment**	The objective of this project will be to identify likely fraud scenario risks at CFX, identify internal controls, management, or other governance-related activities that mitigate these risks, determine if the controls mitigating these risks are adequately documented, and identify control gaps where fraud scenarios are not directly controlled.	Fraud
12	**Third Party Vendor Risk Management Review**	This review will focus on evaluating the risks associated with third-party vendors that CFX collaborates with. The project will identify key vendors, assess their compliance with CFX's operational and security standards, and evaluate the effectiveness of current vendor management processes.	Outsourcing
13	**Risk Management and Insurance Review**	This project will include a comprehensive review of CFX's risk management strategies and insurance policies to validate adequate coverage for the organization's operational and strategic risks. The review will include an analysis of current risk mitigation practices, the adequacy of insurance coverage in terms of limits and scopes, and the cost-effectiveness of these insurance programs.	Insurance Coverage
14	**Digital Marketing Current State Assessment and Opportunities Roadmap**	This assessment will focus on the current state of digital marketing efforts such as the CFX website and user experience, search engine optimization, and marketing campaign effectiveness. A roadmap will then be developed outlining strengths, weaknesses, and opportunities for improvement.	Communication Public Relations

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OTHER POTENTIAL AUDITS NOT SELECTED FOR FY 2026 INTERNAL AUDIT PLAN

#	Project	Project Description	Risks
15	**VTP Review and/or Transponder Interoperability Fraud**	Internal Audit will perform a review of the Visitor Toll Pass Program to validate that key operational and financial risks have been considered as the program continues to expand. Additional consideration will be given to investigating the risks and causes of fraud, in the context of malfeasance by out-of-state actors.	Toll Collections Fraud Financial Reporting
16	**State Toll Discount Program Compliance Review**	Protiviti will conduct an assessment of how CFX is managing compliance with the State Toll Discount Program. Internal Audit will review the processes and procedures in place to verify the eligibility of customers and apply discounts in a timely manner and in accordance with state legislation.	Toll Collections IT Infrastructure / Tolling System Infrastructure Financial Reporting Toll Discounts / Rebates
17	**Policy and Procedure Review**	During this audit, Protiviti will review whether Policies and Procedures are adequate to govern and direct current business operations. To perform the audit, Protiviti will work with CFX to review for periods of last update and make suggestions to mature the process to update policies and procedures. Protiviti may also make suggestions for potential changes or additions to policies that are selected for detailed review.	Governance
18	**Sustainability Assessment**	This review will include an assessment of how CFX has integrated practices surrounding sustainability efforts, a review of opportunities to advance or enhance existing initiatives, and identification of opportunities for new initiatives.	Strategic Planning Governance
19	**Sensitive Data Review**	This review will include an assessment of how sensitive data is defined and categorized, where it exists logically on the CFX network and systems, and how it is destroyed when it is no longer needed. IT will include a review of any policies that govern sensitive data (as defined by CFX).	Cyber / Data Security

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APPENDIX B
ENTERPRISE RISK ASSESSMENT

ENTERPRISE RISK ASSESSMENT

To assist with the development of the fiscal 2026 Internal Audit Plan, Internal Audit used the prior year risk model as the starting point for discussions with CFX management. Internal Audit asked CFX management to consider the current business environment, critical business initiatives, and prior year audit results to provide input on which risks warranted the most focus in today's environment. In addition, management was asked to identify any new risks that may not have been considered in past years for inclusion in the current risk model.

Internal Audit utilized the aggregated input obtained during interviews with CFX management and from risk surveys of management to develop a list of potential internal audit projects for fiscal 2026, with the objective being to help the Audit Committee and management mitigate areas of highest residual risk, monitor areas of high inherent risk, or to mitigate areas where risks are trending higher.

Risk is defined as follows:

Risk:

- Is the possibility of an event occurring that will have a negative impact on the achievement of goals and objectives and could also include the cost of missing an opportunity.

Inherent Risk:

- Is the amount of risk to the business given the environment in which it operates, without considering the application of controls. The risks identified on the following page represent the risk areas deemed most important for CFX to manage and control in order to achieve its goals and objectives.

Residual Risk:

- Is the amount of risk remaining after the application of management controls. Residual risk was judgmentally considered for purposes of this fiscal 2026 audit plan in the selection of potential projects for inclusion in the plan. The results of the residual risk assessment are depicted via the Enterprise Risk Map on the following pages.

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RISK MODEL

Strategic and Governance	**1. Strategic Planning**	**7. Governance**	13. Public Relations
	2. Organization Structure	8. Political Environment	14. Toll Rate Management
	3. Contingency Planning	9. Ethical Compliance	15. Brightline Operations
	4. Regulatory Changes	10. Communication	16. Multimodal Opportunities
	5. Access to Capital	11. Leadership	
	6. Statewide/National Interoperability	12. Outsourcing	

Financial	**17. Fraud**	**22. Cash Handling**
	18. Management Performance Reporting	**23. Procurement and Vendor Selection**
	19. Bond Financing / Covenant Compliance	**24. Contract Performance Reporting**
	20. Cost Containment	**25. Financial Reporting**
	21. Treasury and Liquidity Management	26. Right of Way

Operations and IT	**27. Toll Collections**	**32. Business Continuity / Disaster Recovery**
	28. Business / IT Applications and Systems	33. Insurance Coverage
	29. Human Resources	34. Customer Satisfaction
	30. IT Infrastructure / Tolling System Infrastructure	**35. Cyber / Data Security**
	31. IT Operations	36. Toll Discounts / Rebates

Regulatory and Compliance	**37. Contract Management**	39. Records Management
	38. Maintenance and Safety	

Bold represents risks addressed by the FY 2026 Internal Audit plan.

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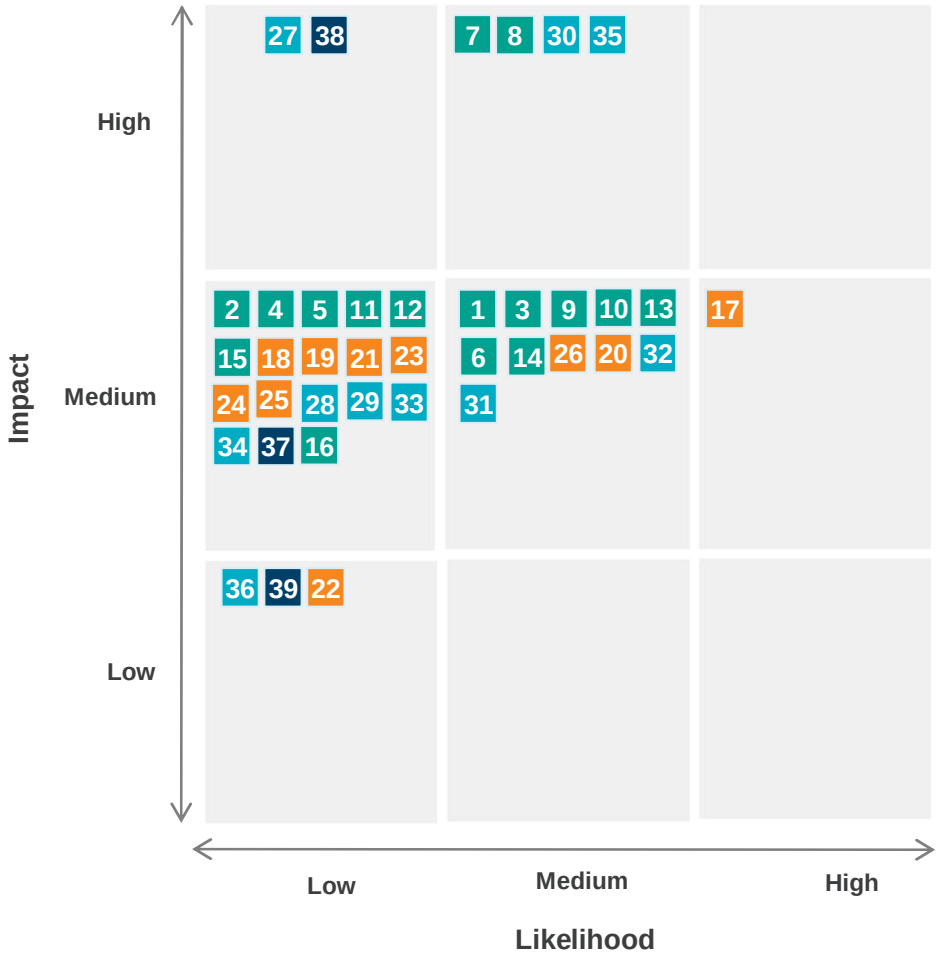
FY2026 ENTERPRISE RISK MAP – RESIDUAL RISK



Strategic and Governance

1 Strategic Planning
2 Organization Structure
3 Contingency Planning
4 Regulatory Changes
5 Access to Capital
6 Statewide/National Interoperability
7 Governance
8 Political Environment
9 Ethical Compliance
10 Communication
11 Leadership
12 Outsourcing
13 Public Relations
14 Toll Rate Management
15 Brightline Operations
16 Multimodal Opportunities

Operations and IT

27 Toll Collections
28 Business/IT Application Controls
29 Human Resources
30 IT Infrastructure
31 IT Operations
32 Business Continuity/Disaster Recovery
33 Insurance Coverage
34 Customer Satisfaction
35 Cyber/Data Security
36 Toll Discounts/Rebates

Regulatory and Compliance

37 Contract Management
38 Maintenance and Safety
39 Records Management

Financial

17 Fraud
18 Management Performance Reporting
19 Bond Financing/Covenant Compliance
20 Cost Containment
21 Treasury and Liquidity Management
22 Cash Handling ←
23 Procurement and Vendor Selection
24 Contract Performance Reporting
25 Financial Reporting
26 Right of Way

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APPENDIX C
INTERNAL AUDIT CHARTER

INTERNAL AUDIT CHARTER

Central Florida Expressway Authority
Fiscal 2026 Internal Audit Charter

Mission and Purpose

Internal Auditing is an independent and objective assurance and consulting activity that is guided by a philosophy of adding value to improve the operations of CFX. It assists the Organization in accomplishing its objectives by bringing a systematic and disciplined approach to evaluate and improve the effectiveness of the Organization's risk management, internal control, and governance processes.

The purpose of the internal audit activity is to strengthen CFX's ability to create, protect, and sustain value by providing the board and management with independent, risk-based, and objective assurance, advice, insight, and foresight. The internal audit activity enhances CFX's:

- Successful achievement of its objectives,
- Governance, risk management, and control processes,
- Decision-making and oversight,
- Reputation and credibility with its stakeholders,
- Ability to serve the public interest.

CFX's internal audit activity is most effective when:

- Internal auditing is performed by competent professionals in conformance with The IIA's Global Internal Audit Standards™, which are set in the public interest,
- The internal audit activity is independently positioned with direct accountability to the audit committee of the board,
- Internal auditors are free from undue influence and committed to making objective assessments.

Professionalism and Commitment to Adhering to Global Internal Audit Standards

The internal audit activity will adhere to the mandatory elements of The Institute of Internal Auditors' International Professional Practices Framework, which are the Global Internal Audit Standards and Topical Requirements. The internal audit activity will report periodically to the audit committee and senior management regarding the internal audit activity's conformance with the Standards, which will be assessed through a quality assurance and improvement program.

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INTERNAL AUDIT CHARTER

Authority

CFX's board grants the internal audit activity the mandate to provide the audit committee of the board and senior management with objective assurance, advice, insight, and foresight. The internal audit activity's authority is created by its direct reporting relationship to the audit committee. Such authority allows for unrestricted access to the audit committee and the board. The internal audit activity shall:

- Have full and unrestricted access to all functions, data, records, information, physical property, and personnel pertinent to carrying out internal audit responsibilities. Internal auditors are accountable for confidentiality and safeguarding records and information.
- Allocate resources, set frequencies, select subjects, determine scopes of work, apply techniques, and issue communications to accomplish the function's objectives.
- Obtain assistance from the necessary personnel of CFX and other specialized services from within or outside CFX to complete internal audit services.

Role

The internal audit activity is established by CFX's audit committee and Board. Its responsibilities are defined by the audit committee Board as part of their oversight role.

Independence, Organizational Positioning, and Reporting Relationships

The internal audit activity will be positioned at a level in the Organization that enables internal audit services and responsibilities to be performed without interference from management, thereby establishing the independence of the internal audit activity. The internal audit activity will report functionally to the audit committee of the board and administratively (for example, day-to-day operations) to the Chief Financial Officer. This positioning provides the organizational authority and status to bring matters directly to senior management and escalate matters to the audit committee and board, when necessary, without interference and supports the internal auditors' ability to maintain objectivity.

The internal audit activity will confirm to the audit committee, at least annually, its organizational independence. If the governance structure does not support organizational independence, the internal audit activity will document the characteristics of the governance structure limiting independence and any safeguards employed to achieve the principle of independence. The internal audit activity will disclose to the audit committee any interference internal auditors encounter related to the scope, performance, or communication of internal audit work and results. The disclosure will include communicating the implications of such interference on the internal audit activity's effectiveness and ability to fulfill its mandate.

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INTERNAL AUDIT CHARTER

Changes to the Charter

Circumstances may justify a follow-up discussion between the internal audit activity, board, and senior management on the internal audit mandate or other aspects of the internal audit charter. Such circumstances may include but are not limited to:

- A significant change in the Global Internal Audit Standards,
- A significant acquisition or reorganization within the organization,
- Significant changes in the internal audit activity, board, and/or senior management,
- Significant changes to the organization's strategies, objectives, risk profile, or the environment in which the organization operates,
- New laws or regulations that may affect the nature and/or scope of internal audit services.

Objectivity

The internal audit activity will remain free from all conditions that threaten the ability of internal auditors to carry out their responsibilities in an unbiased manner, including matters of engagement selection, scope, procedures, frequency, timing, and communication. If the internal audit activity determines that objectivity may be impaired in fact or appearance, the details of the impairment will be disclosed to appropriate parties. Internal auditors will maintain an unbiased mental attitude that allows them to perform engagements objectively such that they believe in their work product, do not compromise quality, and do not subordinate their judgment on audit matters to others, either in fact or appearance. Internal auditors will have no direct operational responsibility or authority over any of the activities they review. Accordingly, internal auditors will not implement internal controls, develop procedures, install systems, or engage in other activities that may impair their judgment, including:

- Assessing specific operations for which they had responsibility within the previous year.
- Performing operational duties for CFX or its affiliates.
- Initiating or approving transactions external to the internal audit activity.
- Directing the activities of any CFX employee that is not employed by the internal audit activity, except to the extent that such employees have been appropriately assigned to internal audit teams or to assist internal auditors.

Internal auditors will:

- Disclose impairments of independence or objectivity, in fact or appearance, to appropriate parties and at least annually, such as the internal audit activity, audit committee of the board, management, or others.
- Exhibit professional objectivity in gathering, evaluating, and communicating information.
- Make balanced assessments of all available and relevant facts and circumstances.
- Take necessary precautions to avoid conflicts of interest, bias, and undue influence.

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INTERNAL AUDIT CHARTER

Scope

Management is responsible for establishing and maintaining risk management, control, and governance processes. The scope of work of the internal audit activity encompasses, but is not limited to, objective examinations of evidence for the purpose of providing independent assessments to the audit committee, Board, management, and outside parties on the adequacy and effectiveness of governance, risk management, and control processes for CFX. The internal audit activity's assessments include determining whether management's processes are adequate and functioning in a manner to ensure:

- Risks relating to the achievement of CFX's strategic objectives are appropriately identified and managed.
- Interaction with the various governance groups occurs as needed.
- Significant financial, managerial, and operating information and the means used to identify, measure, analyze, classify, and report such information are relevant, reliable and understandable.
- Employee, officer, director, and contractor actions comply with policies, standards, procedures, and applicable laws, regulations, and governance standards.
- Resources and assets are acquired economically, used efficiently, and adequately protected.
- Results of programs, plans, and operations consistent with established goals and objectives are achieved.
- Operations or programs are being carried out effectively and efficiently.
- Established processes and systems enable compliance with the policies, procedures, laws, and regulations that could significantly impact CFX.
- Quality and continuous improvement are fostered in control processes.
- Significant legislative or regulatory issues are recognized and addressed properly.
- Means of safeguarding assets are adequate and, as appropriate, existence of such assets can be verified.
- Organization's risk management processes are effective.
- Quality of performance of external auditors and the degree of coordination with internal audit are appropriate.
- Specific operations are evaluated at the request of the audit committee, Board, or management, as appropriate.

The internal audit activity also considers relying upon the work of other internal and external assurance and consulting service providers as needed. The internal audit activity may perform advisory and related client service activities, the nature and scope of which will be agreed with CFX, provided the internal audit activity does not assume management responsibility. Opportunities for improving the efficiency of governance, risk management, and control processes may be identified during engagements. These opportunities will be communicated to the appropriate level of management.

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INTERNAL AUDIT CHARTER

Audit Committee Oversight

To establish, maintain, and ensure that CFX's internal audit activity has sufficient authority to fulfill its duties, the audit committee of the board will:

- Discuss with the internal audit activity and senior management the appropriate authority, role, responsibilities, scope, and services (assurance and/or advisory) of the internal audit activity.
- Ensure the internal audit activity has unrestricted access to and communicates and interacts directly with the audit committee.
- Discuss with the internal audit activity and senior management other topics that should be included in the internal audit charter.
- Participate in discussions with the internal audit activity and senior management about the "essential conditions," described in the Global Internal Audit Standards, which establish the foundation that enables an effective internal audit activity.
- Approve the internal audit activity's charter, which includes the internal audit mandate and the scope and types of internal audit services.
- Review the internal audit charter periodically with the internal audit activity to consider changes affecting the organization, such as the employment of a new internal audit activity or changes in the type, severity, and interdependencies of risks to the organization; and approve the internal audit charter periodically.
- Approve the risk-based internal audit plan.
- Approve the internal audit activity's administration and budgets.
- Approve the internal audit activity's expenses.
- Collaborate with senior management to determine the qualifications and competencies the organization expects in an internal audit activity.
- Authorize the appointment and removal of the internal audit activity.
- Review the internal audit activity's performance.
- Receive communications from the internal audit activity about the internal audit activity including its performance relative to its plan.
- Ensure a quality assurance and improvement program has been established and review of the results of the quality assurance and improvement program.
- Make appropriate inquiries of management and the internal audit activity to determine whether scope or resource limitations are inappropriate.

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INTERNAL AUDIT CHARTER

Responsibility

The scope of internal audit services covers the entire breadth of the organization, including all of CFX's activities, assets, and personnel. The scope of internal audit activities also encompasses but is not limited to objective examinations of evidence to provide independent assurance and advisory services to the board and management on the adequacy and effectiveness of governance, risk management, and control processes for CFX. The nature and scope of advisory services may be agreed with the party requesting the service, provided the internal audit activity does not assume management responsibility. Opportunities for improving the efficiency of governance, risk management, and control processes may be identified during advisory engagements. These opportunities will be communicated to the appropriate level of management. Internal audit engagements may include, but are not limited to:

- Evaluating risks relating to the achievement of CFX's strategic objectives.
- Evaluating the reliability and integrity of information and the means used to identify, measure, analyze, classify, and report such information.
- Evaluating the systems established to ensure compliance with those policies, plans, procedures, laws, and regulations which could have a significant impact on the organization.
- Evaluating the means of safeguarding assets and, as appropriate, verifying the existence of such assets.
- Evaluating the effectiveness and efficiency with which resources are employed.
- Evaluating operations or programs to ascertain whether results are consistent with established objectives and goals and whether the operations or programs are being carried out as planned.
- Monitoring and evaluating governance processes.
- Monitoring and evaluating the effectiveness of the organization's risk management processes.
- Evaluating the quality of performance of external auditors and the degree of coordination with internal audit.
- Performing consulting and advisory services related to governance, risk management and control as appropriate for the organization.
- Reporting periodically on the internal audit activity's purpose, authority, responsibility, and performance relative to its plan.
- Reporting significant risk exposures and control issues, including fraud risks, governance issues, and other matters needed or requested by the audit committee or Board.
- Evaluating specific operations at the request of the audit committee, Board, or management, as appropriate.

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INTERNAL AUDIT CHARTER

Internal Audit Plan

At least annually, the internal audit activity will submit to senior management and the audit committee a risk-based internal audit plan for review and approval. The internal audit plan will consist of a work schedule as well as budget and resource requirements for the next fiscal/calendar year. The internal audit activity will communicate the impact of resource limitations and significant interim changes to senior management and the audit committee.

The internal audit plan will be developed based on a prioritization of the audit universe using a risk-based methodology, including input of senior management and the audit committee and Board. The internal audit activity will review and adjust the plan, as necessary, in response to changes in the organization's business, risks, operations, programs, systems, and controls. Any significant deviation from the approved internal audit plan will be communicated to senior management and the audit committee through periodic activity reports.

Reporting and Monitoring

A written report will be prepared and issued by the internal audit activity following the conclusion of each internal audit engagement and will be distributed as appropriate. Internal audit results will also be communicated to the audit committee.

The internal audit report may include management's response and corrective action taken or to be taken in regard to the specific findings and recommendations. Management's response, whether included within the original audit report or provided thereafter by management of the audited area should include a timetable for anticipated completion of action to be taken and an explanation for any corrective action that will not be implemented.

The internal audit activity will be responsible for appropriate follow-up on engagement findings and recommendations. All significant findings will remain in an open issues file until cleared.

The internal audit activity will periodically report to senior management and the audit committee on the internal audit activity's purpose, authority, and responsibility, as well as performance relative to its plan. Reporting will also include significant risk exposures and control issues, including fraud risks, governance issues, and other matters needed or requested by senior management and the audit committee or Board.

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INTERNAL AUDIT CHARTER

Quality Assurance and Improvement Program
The internal audit activity will develop, implement, and maintain a quality assurance and improvement program that covers all aspects of the internal audit activity. The program will include internal assessments of the internal audit activity's conformance with the Global Internal Audit Standards, as well as performance measurement to assess the internal audit activity's progress toward the achievement of its objectives and promotion of continuous improvement. The program also will assess, if applicable, compliance with laws and/or regulations relevant to internal auditing. Also, if applicable, the assessment will include plans to address the internal audit activity's deficiencies and opportunities for improvement. Annually, the internal audit activity will communicate with the audit committee and senior management about the internal audit activity's quality assurance and improvement program, including the results of internal assessments (ongoing monitoring and periodic self-assessments). Quality assessments will be conducted at least once every five years by a qualified, independent assessor or assessment team from outside CFX.

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Face the Future with Confidence

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CONSENT AGENDA ITEM
#15

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*
Director of Procurement

DATE: July 20, 2025

SUBJECT: Approval of Landon, Moree & Associates, Inc. as a Subconsultant to Durrance & Associates, P.A. for Appraisal Services
Contract No. 002218

Board approval of Landon, Moree & Associates, Inc. as a subconsultant to Durrance & Associates, P.A. to provide civil and environmental engineering, planning and surveying services is requested. The cost is expected to exceed the $75,000.00 threshold established by the Procurement Policy for subconsultants not disclosed when the contract was originally awarded.

Reviewed by: _____
Cristina T. Berrios
Deputy General Counsel

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant: Durrance & Associates Date: 07.08.25

CFX Contract Name: Appraisal Services CFX Contract No.: 002218

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: Lee Moree- Landon, Moree & Associates, INC.

Address: 31622 US Highway 19North, Palm Harbor, Florida 34684

Phone No.: 800.262.7960

Federal Employee ID No.: 59-2495878

Registered with Sunbiz: ✓ Yes _____ No Minority Vendor: _____ Yes ✓ No

Description of Services to Be Sublet:

LMA is a multi-disciplinary Firm specializing in civil & environmental engineering, planning and surveying.

Estimated Beginning Date of Sublet Services: 07.08.25

Estimated Completion Date of Sublet Services: 12/31/2026

Estimated Value of Sublet Services*: $ 120,000.00

*(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: Chad Durrance

(Signature of Consultant Representative)

Chad G. Durrance, President

Title

Recommended by: Mala Iley Date: 07.09.25

(Signature of Appropriate CFX Director/Manager)

Approved by: Date: Jul 11, 2025

(Signature of Appropriate Chief)

Reviewed by: Aneth Williams Date: Jul 11, 2025

Director of Procurement

Revised Sublet: Yes _____ No ✓

Attach Subconsultant's Certificate of Insurance and W-9 Form to this Request.

REV. 08/8/2024

CONSENT AGENDA ITEM #16

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*
Director of Procurement

DATE: July 29, 2025

SUBJECT: Approval of Supplemental Agreement No. 1 with Marchena and Graham, P.A., for Engagement for Legal Services
Contract No. 002237

Board approval of Supplemental Agreement No. 1 with Marchena and Graham, P.A., for Engagement for Legal Services in the amount of $1,350,000.00 is requested. The original contract was for one year and is being extended to end on December 31, 2027, at the same hourly rates.

The work to be performed includes general legal services, advice, and support as requested.

Original Contract	$ 150,000.00
Supplemental Agreement No. 1	$1,350,000.00
Total	$1,500,000.00

Reviewed by: _____
Cristina T. Berrios
Deputy General Counsel

SUPPLEMENTAL AGREEMENT NO. 1

between

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

and

MARCHENA AND GRAHAM, P.A.

regarding

CONTRACT NO. 002237

for

ENGAGEMENT FOR LEGAL SERVICES

THIS SUPPLEMENTAL AGREEMENT (**"Supplement"**) is made and entered into by and between **CENTRAL FLORIDA EXPRESSWAY AUTHORITY** (**"CFX"**) and **MARCHENA AND GRAHAM, P.A.** (**"Firm"**) 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 Firm 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. 002237**, inclusive of any existing prior amendments, supplemental agreements, renewals, and/or extensions thereto (collectively, the **"Agreement"**) is hereby amended as follows:

   (a) Subparagraphs (B)(2)(d) and (e) of Section 1 of the Agreement, entitled "Firm Performance; Standard of Care", is hereby amended to correct and substitute the "CFX-105: Potential Conflict Disclosure Form" reference with "CFX-110: Potential Conflict Disclosure Form".

   (b) Subparagraph (A)(1) of Section 3 of the Agreement, entitled "Compensation for Services Rendered", is hereby amended to increase the Agreement's "Not to Exceed Amount" of $150,000.00 by $1,350,000.00 to now total **$1,500,000.00**.

   (c) Subparagraph 6(A) of Section 6 of the Agreement, entitled "Term; Termination; Notice", is hereby stricken and fully replaced as follows:

   "**(A) Term**

   (1) The term of the Firm's engagement hereunder begins on the date this Engagement is executed by both the Firm and CFX (the **"Effective Date"**) and will expire on **December 31, 2027**.

   (2) In the event any outstanding work authorization(s) exist at the time this Engagement (inclusive of any applicable supplements, amendments, renewals, or extensions) expires, its terms and conditions shall remain in full force and effect as to such outstanding and/or incomplete task order(s) until: **(A)** the Firm has satisfactory completed the work associated with such outstanding task order(s) to CFX's sole satisfaction; or **(B)** such outstanding task order(s) have been terminated by CFX in accordance with the termination provisions herein."

2. **Human Trafficking.** In accordance with Fla. Stat. § 787.06(13), Florida Statutes, when a contract is executed, renewed, or extended between a nongovernmental entity and CFX, the nongovernmental

entity must provide an affidavit signed by their officer or representative under penalty of perjury attesting that nongovernmental entity does not use coercion for labor or services as defined in Fla. Stat. § 787.06(2)(a). Such affidavit is hereto attached as **CFX-220: Human Trafficking Affidavit**.

3. **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 Supplement and the Agreement, the provisions of this Supplement shall take precedence.

4. **Counterpart and Electronic Signatures.** This 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 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 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 Supplement shall be effective as of the latest day of execution.

IN WITNESS WHEREOF, the Parties have made and executed this Supplement; CFX, signing by and through its Director of Procurement, authorized to execute same by Board action on August 14, 2025, and the Firm, signing through its undersigned signatory, duly authorized to execute same.

MARCHENA AND GRAHAM, P.A.

By: Marcos Marchena

Marcos Marchena, Managing Partner

Date: July 25, 2025

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____

Aneth Williams, Director of Procurement

Date: _____

Reviewed and approved as to form for the exclusive reliance of CFX on: 07/23/2025

By: _____

Cristina T. Berrios
CFX Deputy General Counsel

CONTRACT NO. 002237

between

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

and

MARCHENA AND GRAHAM, P.A.

regarding

ENGAGEMENT FOR LEGAL SERVICES

THIS ENGAGEMENT FOR LEGAL SERVICES (**"Engagement"**) is entered into by and between the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY** (**"CFX"**), a body politic and corporate, and an agency of the State of Florida, with its principal place of business located at 4974 ORL Tower Road, Orlando, Florida 32807, and **MARCHENA AND GRAHAM, P.A.** (**"Firm"**), a Florida Profit Corporation, with its principal place of business located at 976 Lake Baldwin Lane, Suite 101, Orlando, Florida 32814, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged. CFX and the Firm may be herein referred to individually as the **"party"** or collectively as the **"parties"**.

Section 1. Firm Performance; Standard of Care

(A) Scope of Services

(1) The Firm shall provide transactional and litigation-related legal services to CFX and upon which CFX may rely, which shall include without limitation: **(a)** the preparation, development, drafting, negotiation, and finalization of contracts, procurement documents, agency policies and procedures, and other legal documents; **(b)** real estate legal services (e.g., purchase and sale agreements, settlement agreements, licenses, easements, etc.); **(c)** right-of-way acquisition and eminent domain related legal services; **(d)** litigation services (e.g., filing suit on behalf of, or defending CFX in court or behalf administrative proceedings, taking depositions, discovery, etc.); **(e)** title and escrow agent services; and **(f)** the provision of other general legal services, advice, and support as requested (collectively, the **"Services"**).

(2) No litigation, claims, lawsuits, or other actions may be filed or taken by the Firm on CFX's behalf without the express prior written approval by the CFX Counsel identified in **Subsection 2(A)** below. The Firm shall not settle any proceeding without the written notice and prior approval of the CFX Counsel. The Firm shall not have any authority whatsoever to, without the prior express written permission of the CFX Counsel, obligate CFX or any of its funds in connection with any agreement, negotiation, or settlement.

(3) The Firm shall provide the Services to CFX on an "as needed" basis, with such assignments being assigned by task order issued by the CFX Counsel. This Engagement does not guarantee or entitle the Firm to any minimum amount of work or compensation. Unless otherwise expressly agreed to in a separate writing duly executed by the authorized representatives of each party, this Engagement does not grant to the Firm any exclusive right to provide the Services to CFX.

(B) Standard of Care

(1) **Generally.** The Firm hereby represents and warrants to CFX that the Firm:

(a) Possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the Services provided under this Engagement;

(b) Shall exercise that degree of care, knowledge, skill, and ability as any other similarly situated law firm possessing the degree of skill, knowledge, experience, and expertise within the local

area, working on similar activities;

(c) Shall efficiently provide the Services in a manner consistent with industry standards, including without limitation the Rules Regulating the Florida Bar. The Firm hereby covenants that its employees, agents, subcontractors, representatives, volunteers, and any other associates, shall likewise be bound by the forgoing representations;

(d) Shall comply with: **(1)** all applicable CFX policies and procedures and the lawful directives of the CFX Counsel; and **(2)** all laws, ordinances, judicial decisions, orders, and regulations of federal, state, and local governments, as well as their respective departments, commissions, boards, and officers which are in effect at the time of execution of this Engagement or are adopted at any time following the execution of this Engagement; and

(e) Shall ensure that all the Firm's employees, agents, subcontractors, representatives, volunteers, and any other associates providing Services to CFX fully comply with all terms and conditions set forth herein when performing in any manner under this Engagement. CFX may require that the Firm removes any employee, volunteer, associate, subcontractor, or agent of the Firm from performing under this Engagement that CFX, in its sole discretion, deems to be objectionable or otherwise performing contrary to the best interests of CFX. CFX shall not be responsible for any costs directly or indirectly related to such removal.

(2) Loyalty to Client; Conflicts of Interest

(a) The Firm hereby represents and warrants to CFX that:

(i) In all matters undertaken by the Firm on behalf of CFX, the Firm shall act with undivided loyalty to CFX and place CFX's interests ahead of any other interests, including the Firm's own interests and the interests of any other client or third party. The Firm shall avoid any conflict of interest and shall not take any action, or fail to take any action, that would reasonably be expected to adversely affect CFX's interests.

(ii) No partner or associate of the Firm represents any clients in any judicial, administrative, or local government proceedings in which CFX is an adverse party.

(b) The Firm agrees to promptly disclose any actual or potential conflict of interest to CFX in writing and shall not proceed with any representation or activity that may give rise to such a conflict without the prior written consent of CFX.

(c) The Firm acknowledges that it meets the definition of "Consultant" under the CFX Code of Ethics, that it has read the CFX's Code of Ethics, and, to the extent applicable, the Firm will comply with the aforesaid CFX's Code of Ethics in connection with performance of the Engagement.

(d) As required by Section 348.753, Florida Statutes, and CFX's Code of Ethics, the Firm understands that completion of **CFX-105: Potential Conflict Disclosure Form** is a precondition to the execution of the Engagement and payment by CFX hereunder.

(e) For the full Engagement Term, the Firm shall submit a revised **CFX-105: Potential Conflict Disclosure Form** to CFX: **(i)** at the time of entering into this Engagement; **(ii)** annually, not later than July 1st; and **(iii)** promptly upon the occurrence of an event that would require disclosure. CFX reserves the right to withhold payment and/or terminate this Engagement for cause should the Firm fail to timely file such potential conflict disclosure forms.

(f) The Firm shall use CFX's most current version of the **CFX-105: Potential Conflict Disclosure Form**, which CFX will provide to the Firm annually and will otherwise be available by request from the CFX Procurement Department.

(g) The Firm 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 Engagement, which standards will be reference be made a part of this Engagement as though set forth in full.

(3) Responsibility for Work Product

(a) The Firm acknowledges and agrees that any review, approval, or feedback provided by CFX's in-house counsel shall not relieve the Firm of its independent professional judgment or responsibility for the accuracy, completeness, and quality of its legal advice, decisions, or work product. The Firm shall remain solely and ultimately responsible for the legal services it provides and for ensuring that all work product meets the applicable standards of professional care, diligence, and competence, regardless of any oversight or involvement by in-house counsel.

(b) Unless otherwise expressly agreed to in a separate writing executed by the authorized representatives of both parties: **(i)** the Firm shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully provide the Services; and **(ii)** the Firm shall provide all labor, tools, materials, permits, equipment, transportation, supervision, and any other items or work of any type whatsoever, which are necessary to fully complete and deliver the Services.

(C) Skillful and Licensed Provision of Services

(1) Throughout the Engagement Term, the Firm shall procure and maintain, at its sole expense, all permits and licenses that may be required in connection with the performance of Services by the Firm; 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.

(2) The Firm hereby represents and warrants that:

(a) That the Firm, including any attorneys and paralegals that the Firm will assign to provide the Services pursuant to this Engagement, has and will continue to have: **(i)** substantial experience in the practice areas of law contemplated in **Subsection 1(A)** herein; and **(ii)** substantial experience in federal, state, and local government law and related areas of practice (e.g., government procurement, contracting, real estate, eminent domain, etc.), including the preparation of formal solicitation documents, defending Florida public agencies in court and administrative proceedings, and the drafting of contract templates and government policies and procedures.

(b) The Firm has and for the entire duration of the Engagement Term will continuously maintain, adequate and competent staff in the performance of Services under this Engagement.

(c) The Firm: **(i)** has obtained and is current on all federal, state, and/or local licenses, certifications, and permits required to legally operate and/or meet its obligations hereunder; **(ii)** is in good standing with all regulatory agencies by which its business, operations, and/or any other activities are regulated; and **(iii)** will, for the entire Engagement Term, continuously maintain any such licenses, certifications, and/or permits and continuously remain in good standing with any such regulatory agencies.

(d) Any employee, volunteer, associate, subcontractor, or agent of the Firm (or of its subcontractors) whose performance under this Engagement requires licensure will, for the full duration of their performance under this Engagement will continuously: **(i)** have and maintain such valid licensure; and **(ii)** remain in good standing with any regulatory agency that regulates their business, operations, and/or other activities.

(e) All attorneys providing Services to CFX hereunder will at all times during their provision of such Services: **(i)** be licensed to practice law in Florida; and **(ii)** in good standing with the Florida Bar.

(3) Evidence of any such licensure, certifications, and/or permits, including renewals thereof, shall be made available to CFX upon request. Any failure on CFX's part to make such a request will not in any way relieve the Firm or its subcontractors of their obligation to comply with the requirements of this **Subsection 1(C)**.

Section 2. Designated Representatives; Key Personnel

(A) CFX Designated Representative

(1) **Cristina T. Berrios**, Deputy General Counsel (**"CFX Counsel"**), shall serve as CFX's designated representative having the authority to transmit instructions, receive information, and interpret and define CFX's policy and decisions pertinent to the Services covered by this Engagement and any task order issued hereunder.

(2) Only the CFX Counsel, or their designee, are authorized to assign work to the Firm under this Engagement, which shall be done by a formal task order executed by the CFX Counsel, or their designee, and the Firm Representative identified in **Subsection 2(B)** below.

(3) The Firm shall not be permitted to rely or act upon direction provided by any individual without first receiving verbal or written approval from the CFX Counsel. The forgoing notwithstanding, the CFX Counsel may, in writing, designate additional CFX employees and/or consultants with whom the Firm may communicate regarding the day-to-day conduct of the Services covered by a particular task order; however, any decisions to be made by the Firm for which client input is needed must be obtained by the Firm through the CFX Counsel.

(B) **The Firm's Representative.** The Firm designates **Marcos Marchena** (**"Firm Representative"**), as the Firm's Managing Partner who shall be primarily responsible for the provision of competent legal services by the Firm to CFX and hereby grants to such Firm Representative all authority needed to bind the Firm under this Engagement, any amendments hereto, and any task orders issued hereunder.

(C) **Key Personnel.** With the written approval of the CFX Counsel, the Firm Representative may assign other qualified, competent, and licensed attorneys and/or paralegals employed by the Firm to be **"Key Personnel"** responsible for providing the Services and meeting the obligations under this Engagement generally, or as to a particular Task Order issued hereunder. The CFX Counsel shall have the right to unilaterally revoke their approval of any assigned Key Personnel should they, using their sole discretion, believe so-doing would be in the best interest of CFX. The assignment of any legal matter to an attorney or firm that is not working directly under the Firm's supervision, and/or that intends to bill at or above the Firm's rates, as set forth in **Subsection 3(B)** below, is strictly prohibited under this Engagement.

Section 3. Compensation for Services Rendered

(A) Compensation

(1) In consideration of the full and satisfactory performance of its obligations hereunder, CFX shall compensate the Firm in an amount not to exceed **$150,000.00** (**"Not to Exceed Amount"**).

(2) To the extent the Firm incurs any costs, expenses, or other obligations in excess of the Not to Exceed Amount without this Engagement first being amended in a writing executed by the authorized representatives of both the Firm and CFX, the Firm shall do so at its own risk and expense.

(B) Legal Professional Fees

(1) The Firm shall be compensated at the following hourly rates for actual reasonable time spent by the individuals per their respective positions:

Position	Hourly Rate
Partners	$350.00
Associates	$325.00
Paralegals	$185.00

(2) The Firm's hourly rate shall remain unchanged during the Engagement Term. It is mutually agreed that CFX will not provide a retainer.

(3) Any other type of billing or timekeeping (such as unit billing, multipliers, or other schemes, systems, or devices) which allows compensation for time not actually spent by the Firm is not permitted under this Engagement.

(4) It shall be material breach of the terms of this Engagement for the Firm, or anyone on the Firm's behalf, to submit for payment any statement of services rendered that:

(a) Overstates the amount of time actually spent by the Firm;

(b) Includes time spent by any Firm employees other than a lawyer or paralegal;

(c) Includes time spent by any person not affiliated with the Firm; or

(d) Includes any unit billing, multipliers, or other such schemes, systems, or devices for increasing or overstating the amount of time actually spent.

(5) The Firm hereby has an obligation to ensure the economical use of the attorneys and paralegals providing services under this Engagement.

(6) CFX will not reimburse fees to the Firm for: **(a)** any duplicative efforts by any attorneys and/or paralegals; or **(b)** participation, completion of work, or review by multiple "senior partner" or other "partner" level individuals for the same activity, unless otherwise expressly approved by the CFX Counsel prior to such fees being incurred. CFX shall additionally not provide payment for any time the Firm spends correcting work identified by the CFX Counsel as being incorrect or having errors.

(C) Indirect Costs; Routine Operating Expenses

(1) Full compensation for all indirect costs, administrative costs, and overhead incurred in the provision of the Services shall be included in payment by CFX of the hourly rates to the Firm, as contemplated **Subsection 3(B)** above, and shall not otherwise be generally reimbursable hereunder.

(2) Such "overhead" costs include without limitation rent, conference rooms, equipment rentals, utilities, internet, computer equipment, software and online research license fees, books, facsimiles, long distance telephone calls, non-express/non-overnight mail, first class postage, office supplies, attorney meals, or secretarial services, non-attorney or non-paralegal staff (e.g., library or IT/data processing staff), and attorney or paralegal staff performing non-attorney or non-paralegal tasks (e.g., library or data processing).

(3) The Firm has additionally anticipated and included routine operating expenses as part of its overhead, and accordingly, CFX shall not provide the Firm with direct reimbursement for such routine operating expenses, including without limitation the costs associated with any of the following: **(a)** time spent reviewing or analyzing the law firm's conflicts issues, opening or closing files, or other administrative activities; **(b)** time spent preparing invoices or responses to billing inquiries; **(c)** clerical work, including the retrieval and delivery of work product prepared for CFX; **(d)** charges directly related to the departure of a lawyer or paralegal (including startup work or higher rates for replacement personnel); **(e)** fees related to the preparation and filing of motions for extension of time unless such motions are necessitated by the actions and/or omissions of CFX; and/or **(f)** case management or litigation software or systems, including time spent creating databases, loading documents into such software/systems, or processing data for review by others, regardless of who

performs such work.

(D) Direct Expenses

(1) CFX will reimburse the firm for the actual and reasonable expenses incurred by it for photocopying, express/overnight mail charges, courier services, court reporting charges, subpoena charges, witness fees, court or administrative hearing filing fees, process service charges, all without markup or multiplier.

(2) There will be no reimbursement for any other direct expenses not identified in the preceding sentence or in **Subsection 3(A)** above, including employee overtime or travel or transportation expenses, without the express written authorization of the CFX Counsel.

(3) Should such travel and transportation expenses be so approved, such activities shall be governed by Section 112.061, Florida Statutes, and applicable CFX policies, which, at the time of this Engagement, includes without limitation a mileage allowance at a rate of 44.5 cents per mile, among other limitations and requirements.

(4) If it becomes necessary for the Firm to arrange for the services of other outside counsel, experts, or consultants (collectively, **"Subcontractors"**), or to incur other expenses not contemplated herein, then it will do so only with the prior written approval of the CFX Counsel. The Firm will arrange to have the charges of such services or items billed directly to the CFX in a manner consistent with the applicable provisions of this Engagement, unless other arrangements are agreed to by the parties.

(E) Extensive Electronic Legal Research

(1) The Firm is expected to keep abreast of statutes, regulations, codes, tax codes, and applicable case law in all areas of responsibility at its sole expense. As a result, CFX shall not generally reimburse the Firm for expenses incurred by the Firm's use of electronic legal research platforms, such as Westlaw or LexisNexis.

(2) For extensive electronic legal research resulting from a novel or rare legal issue that may arise over the course of the Firm's performance under this Engagement, the associated electronic legal research expenses incurred by the Firm may be reimbursed hereunder, so long as the CFX Counsel has granted written approval for such reimbursement.

(3) Invoices seeking reimbursement of such approved extensive electronic legal research costs must include a brief description of the issues researched, as well as names or citations of the digest, statutes, annotations, cases, journals, etc. reviewed.

(4) Electronic legal research that is "out of plan" with the Firm's legal research service subscription shall not be reimbursed without specific, express permission from the CFX Counsel to perform such "out of plan" research.

Section 4. Payment; Invoices

(A) Payment by CFX will be provided to the Firm in compliance with Florida's Local Government Prompt Payment Act, Section 218.70, Florida Statutes, *et. seq*.

(B) Invoices shall be submitted to both Billing@CFXway.com and Mala.Iley@CFXway.com. The CFX Counsel, or their designee, upon review and approval of the statements of fees and costs, will be responsible for authorizing any payment necessary.

(C) To facilitate payment by CFX, the Firm shall consolidate all fees, costs, and expenses incurred by the Firm under this Engagement into either: **(1)** one monthly invoice for each task issued hereunder; or **(2)** one monthly summary invoice divided by each task issued hereunder. CFX reserves the right to reject individual

and/or independent invoices that have not been received as part of an appropriate task-specific monthly invoice.

(D) Each invoice submitted shall represent an implied warranty that such invoice sets forth only the actual time spent and only the actual costs incurred by the Firm. CFX may rely on such implied warranty; however, CFX additionally reserves the right to contest any costs and fees represented in any statement it receives.

(E) Unless otherwise waived in accordance with **Subsection 4(F)** below, each monthly invoice submitted to CFX by the Firm must meet each of the following requirements, to the extent applicable:

(1) Generally

(a) The following must be conspicuously noted on each invoice (as applicable): **(i)** this Engagement's Contract Number; **(ii)** the relevant CFX Task Order Number(s) and CFX Project Number(s); **(iii)** the Firm's invoice number; **(iv)** the invoice date; **(v)** the "earned to date" amount; **(vi)** the "previously billed" amount; **(vii)** the total task limit remaining for any task noted in the invoice for which an estimated task budget was set; **(viii)** the total Contract limit remaining; and **(ix)** the amount due for the particular invoice.

(b) Any fees, costs, or expenses must be sorted in the following order (as applicable): **(i)** by task order number; **(ii)** by CFX Project Number(s); **(iii)** for right-of-way acquisition – by each parcel's identification number; and **(iv)** by date each fee, cost, or expense was actually incurred.

(c) All fees, costs, and expenses invoiced hereunder must be itemized.

(d) Fees, costs, or expenses already invoiced in a previous invoice may not be duplicated on a subsequent invoice, regardless as to whether such fee, costs, or expense has yet been paid by CFX.

(e) Any fees, costs, or expenses related to research or any other work initially prepared for other files, tasks, activities, or parcels may not be duplicated across multiple files, tasks, activities, or parcels. Only the initial matter for which such research was actually performed may be reimbursed hereunder. Any charge for the subsequent use of such research is limited to the time spent adapting and updating the research to the applicable file, task, activity, or parcel.

(f) Each invoice that includes reimbursement of expenses must additionally include any applicable supporting documentation, which may include: receipts, vendor and/or Subcontractor invoices, and associated cancelled checks signifying the Firm's payment thereof; map print outs to evidence any approved mileage; copies of the written approvals provided by the CFX Counsel for any expenses requiring such; and other supporting documentation as CFX may otherwise require to validate such expenses.

(2) Legal Professional Time

(a) Fees for Legal Professional Time must be billed in tenth-of-an-hour increments and must include the identity of the individual timekeeper billing against this Engagement, their status (e.g., Senior Partner, Senior Associate, Junior Associate, Paralegal), their hourly rate, total time billed by each timekeeper, corresponding dollar amount charged by each timekeeper, and any discounts if applicable.

(b) Invoices must reflect only entry of single-activity time records; block time records (i.e. lumping several activities together with a total for the time spent performing the activities) are not generally acceptable and may be returned for further clarification. The foregoing notwithstanding, should a task order issued hereunder permit block time recording, it shall be permissible.

(c) Each time entry billed must include specific detail, sufficient to understand what work was

done, including the individual participants involved, the subject matter of a meeting or hearing, the purpose of the activity, the relevant parcel identifiers, etc.

(d) Generic descriptions such as the following are not acceptable for billing purposes without further detail being provided: "Attention to matter", "Attention to file", "Review case and issues", "Conference with 'so and so'", "Review correspondence", "Arrangement", "Discovery", "Trial preparation", "Organize File", "Meeting", "Update strategy", "Motion work", "Work on project or case", "Pleadings", "Work on file", "Prepare for meeting", "Work on discovery", "Receive/review documents", "Research", "Analysis", or any other non-descript activity.

(F) To ensure timely payment for services satisfactorily provided by the Firm under this Engagement, and to avoid any interruption of CFX's receipt of the services contemplated thereunder, the CFX Counsel, or the designee thereof, may, in writing and using their sole discretion, waive any prior approval and/or invoice requirements provided for in this Engagement, inclusive of any supplements thereto. Nothing in this Subsection may be construed as imposing any obligation whatsoever upon the CFX Counsel or CFX to issue any such waiver.

(G) Unless such waiver expressly states otherwise, a waiver granted by the CFX Counsel in accordance with **Subsection 4(F)** above shall apply only to the specific invoice that is the subject of such waiver and shall not be deemed to waive such requirement as it relates to future invoices.

Section 5. Major Sub-Vendor Provision

(A) If, during the term of this Engagement and any renewals hereof, the Firm desires or intends to provide payment to a subcontractor, subconsultant, and/or service provider (collectively **"Sub-Vendor"**) that was not disclosed by the Firm to CFX at the time this Engagement was originally awarded, and such payment would, standing alone or aggregated with prior payments, provide to the proposed Sub-Vendor under this Engagement including any renewals or extensions hereto, equal or exceed $75,000.00, the Firm shall first submit a request to the Procurement Director to add such Vendor to the approved Major Sub-Vendors under this Engagement.

(B) 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 Firm under this Engagement until such Sub-Vendor has been approved by the CFX Board. In the event of a so-designated emergency, the Firm may make such payment or incur an obligation to pay such unapproved Sub-Vendor under this Engagement 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.

(C) CFX shall not be responsible to the Firm for any payments made or obligated to any such Sub-Vendor in excess of $75,000.00 should the Firm have failed to add such Vendor to this Engagement's Major Vendors list in compliance with this provision.

Section 6. Term; Termination; Notice

(A) **Term.** The term of the Firm's engagement hereunder begins on the date this Engagement is executed by both the Firm and CFX (the **"Effective Date"**), and will expire on the earlier of the following dates: **(1)** the date on which the compensation owed to the Firm hereunder meets the Not to Exceed Amount; and **(2)** one year from the Effective Date (the period of time between the Effective Date and the expiration date shall be referred to as the **"Engagement Term"**).

(B) Termination

(1) The foregoing notwithstanding, the Firm shall serve under this Engagement at the pleasure of CFX. Accordingly, this Engagement may be terminated by CFX at its convenience any time without cause and without penalty by written notice provided by the CFX Counsel.

(2) If terminated, the Firm will be paid for all services rendered and permissible costs incurred to the date of the notice of termination, except that the notice of termination may specify a later termination date, in which case the Firm will be compensated and reimbursed in accordance with this engagement letter for such additional services rendered and costs incurred.

(3) CFX shall be considered the owner of all documents and work product generated by the Firm pursuant to this Engagement as of the date of termination, including any partial drafts. Accordingly, upon termination, the Firm shall provide CFX with any such documents no later than seven business days of the termination date.

(4) CFX reserves the right to withhold any final payment or reimbursement to the Firm until the Firm provides all documents and work product generated by the Firm pursuant to this Engagement as of the date of such termination, including any partial drafts.

(5) In the event that CFX terminates this Engagement for any reason, the Firm agrees to cooperate fully CFX and any successor outside legal counsel designated by CFX to facilitate an orderly and efficient transition of legal services. Such cooperation shall include, without limitation, promptly transferring all client files, documents, work product, and other materials related to this Engagement, providing reasonable assistance to successor counsel to become familiar with the matter(s), and responding to inquiries as reasonably necessary to effectuate the transition. The Firm shall take all reasonable steps to avoid disruption to the CFX's legal matters during the transition period. The Firm shall not charge any additional fees for such transition assistance, except for reasonable costs incurred in duplicating or transmitting documents, subject to prior approval by the CFX.

(C) Notice. Notices specifically required in this Engagement shall be in writing and shall be deemed to have been duly given when received, if delivered personally or by nationally recognized courier, or on the date receipt is acknowledged, if delivered by certified mail, postage prepaid, return receipt requested, to the addresses provided below:

(1) To CFX:

Central Florida Expressway Authority
General Counsel's Office
Attn: Cristina T. Berrios, Deputy General Counsel
4974 ORL Tower Road, Orlando, Florida 32807

(2) To the Firm:

Marchena and Graham, P.A.
Attn: Marcos Marchena, Partner
976 Lake Baldwin Lane, Suite 101, Orlando, Florida 32814

Section 7. Insurance; Indemnification; Liability

(A) Insurance

(1) The Firm shall procure and maintain insurance in accordance with the provisions of **Schedule 1: Insurance Requirements**, which is attached hereto and incorporated herein by reference. The Firm meeting this Engagement's insurance requirements shall be a condition precedent both to this Engagement and payment hereunder by CFX.

(2) CFX additionally reserves the right to withhold or otherwise deny payment to the Firm for any period of time during the Engagement Term within which the Firm fails to strictly comply with the provisions of **Schedule 1: Insurance Requirements**.

(B) Indemnification

(1) To the fullest extent permitted by law, the Firm shall defend, indemnify, and hold harmless CFX, its officers, board members, agents, and employees from, and against, any claims, suits, judgments, demands, liabilities, damages, costs, and expenses (including, but not limited to, attorneys' fees, paralegals' fees, consultants' fees, and costs at all administrative, pretrial, trial, and appellate levels) of any kind or nature whatsoever, arising directly or indirectly out of or caused, in whole or part, by any negligent or intentional act or omission by the Firm, its officers, agents, and/or subcontractor(s) (if any), or anyone directly or indirectly employed by them or for whose acts any of them may be liable, that is in any manner related to this Engagement, or to any performance or non-performance of the Services and/or any obligation hereby assumed by the Firm.

(2) 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; CFX's full exercise of its rights under any license conveyed to it by the Firm; the Firm's violation of the confidentiality and security requirements hereunder; the Firm's failure to include terms in its subcontracts as required by this Engagement; the Firm's failure to ensure compliance with the requirements of the Engagement by its employees, agents, officers, or subcontractors; and/or the Firm's breach of any of the warranties or representations contained in this Engagement.

(3) The Firm will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of CFX or any of its officers, board members, agents, or employees.

(4) The parties agree that one percent (1%) of the total compensation to the Firm for performance of each task authorized under the Engagement is the specific consideration from CFX to the Firm for the indemnity herein provided and, if applicable, the parties further agree that such one percent (1%) is included in the amount negotiated for each authorized task.

(C) Sovereign Immunity. CFX is an agency of the State of Florida whose limits of liability are set forth in Section 768.28, Florida Statutes, and nothing herein shall be construed to extend the limits of liability of CFX beyond that provided in Section 768.28, Florida Statutes. Nothing herein is intended as a waiver of CFX's sovereign immunity under Section 768.28, Florida Statutes, or law. Nothing hereby shall inure to the benefit of any third party for any purpose, which might allow claims otherwise barred by sovereign immunity or operation of law.

(D) Limitation of Liability. With the express exception for payments for work properly performed, CFX's obligations and liability hereunder, or as otherwise related to this Engagement, 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 the Firm 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.

(E) Independent Contractor

(1) It is understood and agreed that nothing contained in this Engagement creates or establishes the relationship of copartners between the Parties, or constitutes the Firm, or any employee thereof, as the agent, representative, or employee of CFX for any purpose or in any manner whatsoever. The Firm

is to be, and shall remain, an independent contractor with respect to its performance under this Engagement.

(2) Under no circumstances shall any individual hired or otherwise directly or indirectly utilized by the Firm to meet any of its obligations hereunder be considered an employee of CFX. The Firm shall be responsible for all direction and control of its employees and payment of all wages and salaries and other amounts due its employees. Moreover, the Firm 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.

(3) Any approval by CFX of a subcontract or other matter herein requiring CFX approval for its occurrence shall not be deemed a warranty or endorsement of any kind by CFX of such subcontract, subcontractor, or matter. Additionally, no review or approval of the Firm's performance, reports, or records by CFX may be construed as CFX directing or supervising the actions of the Firm. The Firm shall at all times retain sole and absolute discretion in the judgment of the manner and means of carrying out its activities and responsibilities hereunder.

(F) **No Third-Party Beneficiaries.** There are no third-party beneficiaries of this Engagement and nothing in this Engagement, express or implied, is intended to confer on any person other than the Parties hereto (and their respective successors, heirs and permitted assigns), any legal or equitable obligation, right, benefit, claim, or remedy of any nature arising under or by reason of this Engagement.

Section 8. Records Management

(A) **Generally.** The Firm shall: **(1)** comply with all records retention, access, inspector general, and public record obligations found in this **Section 8: Records Management**; and **(2)** impose the same obligations on any Subcontractors used by the Firm to provide any Services hereunder.

(B) **Records Retention**

(1) The Firm shall keep books, records, and accounts of all activities related to this Engagement in compliance with generally accepted accounting procedures and must at all times retain sufficient documentation to substantiate claims for payment under this Engagement and all other records, electronic files, paper, and documents that were made in relation to this Engagement.

(2) **"Relevant Records"** means any and all records, documents, information, communications, and/or data, regardless of the format or method of storage (e.g., physical, electronic, or other), created, utilized, received, or maintained in relation to: **(a)** the Firm's solicitation for the award of this Engagement (e.g., quote, bid, proposal, letter of interest, etc.); **(b)** the fulfillment of the Firm's obligations hereunder; and **(c)** the expenditure of CFX funds. Relevant Records include without limitation:

(a) Records, documents, information, communications, data related to: **(i)** any calculations used by the Firm in determining labor, unit price, or any other component of the applicable solicitation submitted to CFX; **(ii)** any determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, or arithmetic extensions; quotes from subcontractors, or material suppliers, profit contingencies, and any manuals standard in the industry used by the Firm in determining a price; and

(b) All communications, writings, working papers, drafts, logs, invoices, financial reports, financial records, audit reports, receipts, bills, notes, charts, or any other data compilations, books of account, photographs, video recordings, audio recordings, or supporting documents.

(3) The Firm shall preserve all Relevant Records for the entire Engagement Term and for a period of five

years after the later of: **(a)** final completion of all Services provided under the Engagement; and **(b)** until all claims (if any) regarding the Engagement are resolved.

(C) Audits; Records Access

(1) During regular business hours, the Firm shall permit any authorized representative of CFX to access, inspect, review, and/or reproduce all Relevant Records of the Firm or any subcontractor thereof. If the Services is site-specific, the Firm shall ensure access to the work site is provided to any authorized representative of CFX.

(2) The Firm shall furnish CFX with all Relevant Records, data, or other information that CFX believes to be needed for the purpose of performance monitoring and evaluation, auditing, and/or quality assurance as soon as practicable, but no later than five business days from the date CFX makes such request. CFX hereby retains the right to conduct performance and financial audits at any time during the Engagement Term, as well as at any time during the applicable retention period.

(3) If CFX requests access to or review of any Relevant Documents and the Firm refuses such access or review or fails to timely accommodate such access or review, the Firm shall be in default under its Engagement with CFX, and such actions shall, without any other or additional actions or omissions, constitute grounds for suspension, disqualification of the Firm, and/or termination of the Engagement. These provisions shall not be limited in any manner by the existence of any the Firm claims or pending litigation relating to the Engagement.

(4) Disqualification, suspension, and/or termination of the Firm for failure to comply with the requirements of this **Section 8: Records Management** shall also preclude the Firm from acting in the future as a subcontractor of another contractor doing work for CFX during the period of disqualification or suspension. Disqualification means the Firm is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.

(5) At any time during the Engagement Term or applicable retention period, the Firm shall permit CFX to perform or have performed an audit of the records of the Firm and any or all subcontractors to support the compensation paid the Firm. In the event funds paid to the Firm under the Engagement are subsequently determined to have been inadvertently paid by CFX because of accounting errors or charges not in conformity with the Engagement, the Firm agrees that such amounts shall be due to CFX upon demand.

(D) Cooperation with Inspector General

Pursuant to Section 20.055(5), Florida Statutes, the Firm understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Firm must provide any information the Inspector General deems relevant. Such information may include, but will not be limited to, the Firm's business or financial records, documents, or files of any type or form that refer to or relate to the Engagement.

(E) Public Records

(1) The Firm acknowledges and understands that CFX is subject to the broad requirements of Florida's Public Records Law, Chapter 119, Florida Statutes, as amended. By entering into this Engagement, the Firm: **(a)** agrees that all documents, records, and materials of any kind relating to the relationship created under this Engagement shall be open to the public for disclosure and inspection, unless specifically deemed either confidential or exempt under applicable law; and **(b)** agrees to, in good faith, assist CFX in the provision of any applicable records requested under such law.

(2) The Firm shall immediately notify the CFX Records Department at PublicRecords@CFXway.com 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 the Firm in conjunction with this Engagement, including without limitation any requests for Relevant Records.

(3) In the event the Firm has public records in its possession, the Firm must promptly provide such records to CFX. Failure by the Firm to timely notify CFX and/or timely provide any such records to CFX shall be grounds for immediate unilateral termination of this Engagement by CFX for cause.

(4) To the extent that this is a contract for services and the Firm meets the definition of "Agency" in Section 119.011(2), Florida Statutes, which includes private agencies, persons, partnerships, corporations, or business entities acting on behalf of a public agency, the Firm shall additionally:

(a) Keep and maintain public records required by CFX to perform the service.

(b) Upon request from CFX's custodian of public records, provide CFX with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Engagement's term and following completion of the Engagement if the Firm does not transfer the records to CFX.

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

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 407-690-5000, PUBLICRECORDS@CFXWAY.COM, OR 4974 ORL TOWER ROAD, ORLANDO, FL. 32807.

Section 9. Florida Vendor Eligibility Provisions

(A) E-Verification

(1) This Engagement is subject to the requirements found in Section 448.095(5), Florida Statutes. By executing this Engagement, the Firm 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 the Firm.

(2) The Firm additionally hereby acknowledges the responsibilities and obligations of both the Firm and CFX under Section 448.095(5), Florida Statutes, which includes without limitation: **(a)** an obligation that the Firm 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 Engagement for the Firm's failure to comply with the applicable provisions of Section 448.095(5), Florida Statutes, and to impose upon

the Firm any additional costs incurred by CFX resulting from such termination.

(B) Public Entity Crimes. The Firm hereby represents, warrants, and certifies that: **(1)** neither the Firm, nor one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the Firm, nor any affiliate of the entity, has been charged with and convicted of public entity crime subsequent to July 1, 1989; **(2)** the Firm 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 Engagement to subcontract with any vendor that has been placed on any such convicted vendor list; and **(3)** the Firm 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) The Firm hereby represents, warrants, and certifies to the following: **(a)** the Firm 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)** the Firm 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 Engagement value meets or exceeds $1,000,000.00, then the Firm hereby additionally represents, warrants, and certifies that: **(a)** the Firm 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)** the Firm 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 Engagement and shall have the right to, notwithstanding anything to the contrary in this Engagement, 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)** the Firm is found to have been placed on any of the applicable lists referenced in this provision at any time; and/or **(c)** if the Firm becomes engaged in business operations in Cuba or Syria or any boycott of Israel.

(D) Discriminatory Vendors and Anti-Trust Violators. The Firm hereby represents, warrants, and certifies that entering into this Engagement 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) The Firm hereby represents, warrants, and certifies that the Firm 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 Engagement will not violate such section of Florida law.

(2) If this Engagement will in any manner give the Firm access to any individual's personal identifying information, then:

(a) As a precondition to this Engagement and prior to completing any work or otherwise performing

hereunder, the Firm shall submit to CFX an affidavit signed by an officer or representative of the Firm under penalty of perjury attesting that the Firm does not meet any of the following criteria: **(i)** the Firm is owned by the government of a foreign country of concern; **(ii)** the government of a foreign country of concern has a controlling interest, as defined in Section 287.138(1), Florida Statutes, in the Firm; or **(iii)** the Firm is organized under the laws of or has its principal place of business in a foreign country of concern. For the purposes of this decision, the definition of "foreign county of concern", "controlling interest", "governmental entity", are as provided in Section 287.138(1), Florida Statutes.

(b) The Firm 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: (i) 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 (ii) ineligibility to enter into, renew, or extend any contract, including any grant agreements, with any governmental entity for up to five years. CFX shall additionally have the option to terminate this Engagement for cause if the Firm is found to be in violation of this provision, Section 287.138, Florida Statutes, and/or its affidavit.

(F) Common Carrier

(1) The Firm hereby represents, warrants, and certifies that the Firm 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 Engagement will not violate such section of Florida law.

(2) If the Firm meets the definition of "common carrier" as provided in Section 908.111(1), Florida Statutes, then:

(a) As a precondition to this Engagement and prior to completing any work or otherwise performing hereunder, the Firm 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 Engagement for cause if the Firm 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**.

(H) Incorporation of Florida Vendor Eligibility Provision Forms

(1) Either as part of the solicitation for this Engagement, or as a precondition of this Engagement, the Firm has or will execute specific certifications, affidavits, and attestations regarding the various provisions in this "Florida Vendor Eligibility Requirements" section by use of the following forms provided by CFX:

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

(2) All such forms are hereby incorporated into this Engagement and serve as a material part hereof. If for any reason the Firm has not yet executed any such forms: **(a)** the Firm doing so shall be a precondition to CFX's obligation to provide payment for any work or any other performance under this Engagement; and **(b)** any failure of the Firm to do shall be cause for termination of this Engagement by CFX.

Section 10. Miscellaneous

(A) Assignments and Successors

(1) CFX has selected the Firm to perform the Services based upon characteristics and qualifications of the Firm and its employees. Therefore, the Firm shall not further sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Engagement or any portion thereof, or of the Firm'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 the Firm to dispose of this Engagement 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 Engagement.

(2) Each party binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Engagement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Engagement.

(B) Binding Effect; Conflicts. This Engagement shall be binding upon and inure to the benefit of the Parties hereto, their heirs, personal representatives, successors, or assigns. In the event of a conflict between the covenants, terms, or provisions of this Engagement and any document incorporated herein whether by attachment or reference, the provisions of this Engagement shall take precedence. Should there be any conflicts or inconsistency between any applicable law and this Engagement, the most restrictive shall govern.

(C) Construction and Representations. Each party acknowledges that it has had the opportunity to be represented by counsel of such party's choice with respect to this Engagement. In view of the foregoing, and notwithstanding any otherwise applicable principles of construction or interpretation, this Engagement shall be deemed to have been drafted jointly by the Parties and in the event of any ambiguity, shall not be construed or interpreted against the drafting party. Neither party has relied upon any representations or statements made by the other party to this Engagement, which are not specifically set forth in this Engagement.

(D) Counterparts and Electronic Transmission of Signatures. This Engagement may be executed in counterparts, both of which shall be deemed an original and which taken together shall constitute one agreement. Any counterpart may be delivered by any party by electronic transmission of the full Engagement as executed by that party to the other party as mutually agreed upon by the Parties, and delivery shall be effective and complete upon completion of such transmission.

(E) Electronic Signatures. Each party hereby agrees that this Engagement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Engagement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

(F) **Governing Law.** This Engagement shall be considered as having been entered into in the State of Florida. The laws of the State of Florida shall govern all aspects of this Engagement, without reference to any conflicts of law provisions.

(G) **Headings.** The headings or captions of articles, sections, or subsections used in this Engagement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Engagement.

(H) **Jury Waiver.** To the fullest extent permitted by law, the Parties hereby waive their right to trial by jury in any action, proceeding, or claim that is in any manner related to this Engagement or the performance of the associated Services hereunder, which may be brought by either of the Parties.

(I) **Modification.** Unless otherwise expressly provided for herein, no modification of this Engagement shall be binding upon either party unless it is reduced to writing and is signed by a duly authorized representative of each party.

(J) **Remedies.** No remedy conferred upon any party in this Engagement is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or as provided at law or equity. No single or partial exercise by any party of any rights, power, or remedy shall preclude any other or the further exercise thereof.

(K) **Severability.** The provisions of this Engagement are declared by the Parties to be severable. However, the material provisions of this Engagement are dependent upon one another, and such interdependence is a material inducement for the Parties to enter into this Engagement. Therefore, should any material term, provision, covenant, or condition of this Engagement 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.

(L) **Signatory.** Each signatory below represents and warrants that he or she has the full power and is duly authorized by their respective party, to enter into and perform under this Engagement. Such signatory further represents that he or she has fully reviewed and understands the terms and conditions set forth in this Engagement, including exhibits, and fully intends to abide by and comply with all of the terms and conditions set forth herein.

(M) **Survivorship.** Those provisions which by their nature are intended to survive the expiration, cancellation, or termination of this Engagement, including by way of example only, the indemnification and records maintenance provisions, shall survive any expiration, cancellation, or termination of this Engagement.

(N) **Time is of the Essence.** Time is of the essence regarding every obligation of the Firm under the Engagement. Each obligation is deemed material, and a breach of any such obligation – including a breach resulting from untimely performance – is a material breach.

(O) **Venue.** Each of the Parties hereby irrevocably submits to the jurisdiction of any federal or state court of competent jurisdiction located in Orange County, Florida, regarding any legal action, proceeding, or claim that is in any manner related to this Engagement or the performance of the associated Services hereunder. Each party further agrees venue for any such action, proceeding, or claim shall lie in Orange County, Florida, and irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum.

(P) **Waiver.** No delay or failure on the part of either party to exercise any right or remedy accruing to such party upon the occurrence of an event of violation shall affect any such right or remedy, be held to be an abandonment thereof, or preclude such party from the exercise thereof at any time during the continuance

of any event of violation. No waiver of a single event of violation shall be deemed to be a waiver of any subsequent event of violation.

(Q) Entire Agreement. This Engagement, and any documents incorporated, referenced, or attached hereto, sets forth and constitutes the entire agreement and understanding of the Parties with respect its subject matter. Regarding such subject matter, this Contract supersedes all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of either of the Parties.

IN WITNESS WHEREOF, the parties have made and executed this Engagement: Central Florida Expressway Authority, signing by and through its Director of Procurement and Executive Director, each as authorized to execute same in accordance with Section 10.9, CFX Code, and the Firm signing through its undersigned signatory authorized to execute same.

"CFX"
CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams
Aneth Williams, Director of Procurement

Date: 05/26/2025

By: Michelle Maikisch (May 30, 2025 13:40 EDT)
Michelle Maikisch, Executive Director

Date: 05/30/2025

Approved as to form by legal counsel to the Central Florida Expressway Authority on this 20th day of May, 2025, for its exclusive use and reliance.

By:
Cristina T. Berrios
Deputy General Counsel

"FIRM"
MARCHENA AND GRAHAM, P.A.

By: Marcos Marchena

Print: Marcos Marchena

Title: Managing Partner

Date: 05/12/2025

(A) The Firm agrees to maintain, on a primary basis and at its sole expense, the following types of insurance coverage with limits and on forms (including endorsements) as described in this **Schedule 1: Insurance Requirements** at all times throughout the duration of the Engagement.

(B) These requirements, as well as CFX's review or acceptance of insurance maintained by the Firm, are not intended to and shall not in any manner limit or qualify the liabilities assumed by the Firm under the Engagement. 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.

(C) Insurance carriers providing coverage required in this **Schedule 1: Insurance Requirements** must be licensed to conduct business in the State of Florida and must 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. CFX hereby reserves the right to examine copies and relevant provisions of the insurance policies required by this Engagement, subject to the appropriate confidentiality provisions to safeguard the proprietary nature of the Firm's manuscript policies.

(D) The Firm shall, by written agreement, require and ensure that each of its subcontractors providing services in any manner related to the Engagement (if any) procures and maintains insurance of the types and to the limits specified herein until the completion of their respective services, with such agreements including without limitation similar waivers and endorsements in favor of all parties enumerated in this **Schedule 1: Insurance Requirements**.

(E) The Firm is required to maintain any coverage required by federal and state workers' compensation or financial responsibility laws, including but not limited to Chapter 324 and 440, Florida Statutes, as may be amended from time to time.

(R) **Workers' Compensation.** The Firm shall maintain, at its own expense, workers' compensation insurance coverage for all its employees engaged in work under this Agreement, in full compliance with Chapter 440, Florida Statutes, including, but not limited to, the statutory limits established therein. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. The following endorsement is required: *Waiver of Subrogation* – WC 00 03 13 or its equivalent. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of CFX for all work performed by the Firm, its employees, agents, and subcontractors.

(F) Professional Liability/Errors and Omissions

(1) Coverage shall have limits of not less than $1,000,000.00 per claim and $2,000,000.00 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 Firm.

(2) If the Firm's Professional Liability Insurance is written on a "claims made" basis rather than an occurrence basis, such insurance shall continue through the entire term of this Engagement and the Firm shall purchase, at their sole expense, either:

(a) An Extended Reporting Endorsement (also known as Tail Coverage);

(b) Prior Dates Coverage from new insurer with retroactive date back to the date of, or prior to, the inception of the Engagement; or

(c) Demonstrate through Certificates of Insurance that the Firm has maintained continuous

coverage with the same or original insurer.

(3) Coverage provided under items (a), (b), or (c) of **Subparagraph (2)** of this "Professional Liability/Errors and Omissions" requirement will continue for as long as the law allows.

(4) The Firm agrees to maintain a retroactive date prior to or equal to the effective date of this Engagement. In the event the policy is either 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 Engagement, the Firm agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the Firm of the obligation to provide replacement coverage.

(5) Professional Liability Insurance shall provide for all sums that the Firm shall be obligated to pay as damages for claims arising out of the service performed by the Firm, or any person or subcontractor employed by the Firm, in conjunction with this Engagement.

(G) The Firm shall require all insurance policies that are in any way related to the work and are secured and maintained by the Firm to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against CFX. When required by the insurer, or should a policy condition not permit an endorsement, the Firm 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 Firm enter into such an agreement on a pre-loss basis. At the Firm's expense, all limits must be maintained.

(H) Prior to execution and commencement of any operations/services provided under this contract, the Firm shall provide CFX with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance the Firm shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of the Central Florida Expressway Authority. Renewal certificates shall be immediately submitted to CFX. Such certificates shall clearly indicate that the Firm has obtained insurance of the type, amount, and classification as required for strict compliance with this **Schedule 1: Insurance Requirements**.

(I) The Firm shall notify CFX not less than 30 business days (10 business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. The Firm shall provide evidence of pending replacement coverage to maintain compliance with these insurance requirements to CFX no fewer than five business days prior to the effective date of the replacement policy(ies), with the associated replacement certificates of insurance due to CFX no later than five business days from the effective date of any such replacement policy(ies).

The certificate holder shall read:

Central Florida Expressway Authority
c/o Risk Management Department
4974 Orl Tower Rd
Orlando, FL 32807

(J) In the event any of the herein required insurance policies provide greater coverage or greater limits than the minimum requirements set forth herein, then: (1) CFX shall be entitled to the full coverage and limits of such policies; and (2) these insurance requirements will be deemed to require such greater coverage and greater limits.

(K) Any deductible or self-insured retention must be declared to and approved by CFX. When a self-insured

retention or deductible exceeds $100,000.00, CFX reserves the right to request a copy of the Firm's recent annual report or audited financial statement. At the option of CFX, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as requests CFX, or the Firm shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

(L) All such insurance required of the Firm shall be primary to, and not contribute with, any insurance or self-insurance maintained by CFX.

(M) Compliance with these insurance requirements shall not relieve or limit the Firm's liabilities and obligations under this Engagement. 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 Firm's obligation to maintain such insurance.

CONSENT AGENDA ITEM
#17

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*
Director of Procurement

DATE: July 29, 2025

SUBJECT: Approval of Supplemental Agreement No. 1 with Roper, Townsend & Sutphen, P.A., for Engagement for Legal Services
Contract No. 002229

Board approval of Supplemental Agreement No. 1 with Roper, Townsend & Sutphen, P.A., for Engagement for Legal Services in the amount of $1,350,000.00 is requested. The original contract was for one year and is being extended to end on December 31, 2027, at the same hourly rates.

The work to be performed includes general legal services, advice, and support as requested.

Original Contract	$ 150,000.00
Supplemental Agreement No. 1	$1,350,000.00
Total	$1,500,000.00

Reviewed by: _____
Cristina T. Berrios
Deputy General Counsel

SUPPLEMENTAL AGREEMENT NO. 1

between

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

and

ROPER, TOWNSEND & SUTPHEN, P.A.

regarding

CONTRACT NO. 002229

for

ENGAGEMENT FOR LEGAL SERVICES

THIS SUPPLEMENTAL AGREEMENT (**"Supplement"**) is made and entered into by and between **CENTRAL FLORIDA EXPRESSWAY AUTHORITY** (**"CFX"**) and **ROPER, TOWNSEND & SUTPHEN, P.A.** (**"Firm"**) 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 Firm 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. 002229**, inclusive of any existing prior amendments, supplemental agreements, renewals, and/or extensions thereto (collectively, the **"Agreement"**) is hereby amended as follows:

   (a) Subparagraphs (B)(2)(d) and (e) of Section 1 of the Agreement, entitled "Firm Performance; Standard of Care", is hereby amended to correct and substitute the "CFX-105: Potential Conflict Disclosure Form" reference with "CFX-110: Potential Conflict Disclosure Form".

   (b) Subparagraph (A)(1) of Section 3 of the Agreement, entitled "Compensation for Services Rendered", is hereby amended to increase the Agreement's "Not to Exceed Amount" of **$150,000.00** by **$1,350,000.00** to now total **$1,500,000.00**.

   (c) Subparagraph 6(A) of Section 6 of the Agreement, entitled "Term; Termination; Notice", is hereby stricken and fully replaced as follows:

   "**(A) Term**

   (1) The term of the Firm's engagement hereunder begins on the date this Engagement is executed by both the Firm and CFX (the **"Effective Date"**) and will expire on **December 31, 2027**.

   (2) In the event any outstanding work authorization(s) exist at the time this Engagement (inclusive of any applicable supplements, amendments, renewals, or extensions) expires, its terms and conditions shall remain in full force and effect as to such outstanding and/or incomplete task order(s) until: **(A)** the Firm has satisfactory completed the work associated with such outstanding task order(s) to CFX's sole satisfaction; or **(B)** such outstanding task order(s) have been terminated by CFX in accordance with the termination provisions herein."

2. **Human Trafficking.** In accordance with Fla. Stat. § 787.06(13), Florida Statutes, when a contract is executed, renewed, or extended between a nongovernmental entity and CFX, the nongovernmental

entity must provide an affidavit signed by their officer or representative under penalty of perjury attesting that nongovernmental entity does not use coercion for labor or services as defined in Fla. Stat. § 787.06(2)(a). Such affidavit is hereto attached as **CFX-220: Human Trafficking Affidavit**.

3. **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 Supplement and the Agreement, the provisions of this Supplement shall take precedence.

4. **Counterpart and Electronic Signatures.** This 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 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 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 Supplement shall be effective as of the latest day of execution.

IN WITNESS WHEREOF, the Parties have made and executed this Supplement; CFX, signing by and through its Director of Procurement, authorized to execute same by Board action on August 14, 2025, and the Firm, signing through its undersigned signatory, duly authorized to execute same.

ROPER, TOWNSEND & SUTPHEN, P.A.

By: SGSutphen
Sherry G. Sutphen, Partner

Date: 7/25/2025

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Aneth Williams, Director of Procurement

Date: _____

Reviewed and approved as to form for the exclusive reliance of CFX on: 07/23/2025

By: _____
Cristina T. Berrios
CFX Deputy General Counsel

CONTRACT NO. 002229

between

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

and

ROPER, TOWNSEND & SUTPHEN, P.A.

regarding

ENGAGEMENT FOR LEGAL SERVICES

THIS ENGAGEMENT FOR LEGAL SERVICES (**"Engagement"**) is entered into by and between the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY** (**"CFX"**), a body politic and corporate, and an agency of the State of Florida, with its principal place of business located at 4974 ORL Tower Road, Orlando, Florida 32807, and **ROPER, TOWNSEND & SUTPHEN, P.A.** (**"Firm"**), a Florida Profit Corporation, with its principal place of business located at 255 S. Orange Avenue, Suite 750, Orlando, Florida 32801, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged. CFX and the Firm may be herein referred to individually as the **"party"** or collectively as the **"parties"**.

Section 1. Firm Performance; Standard of Care

(A) Scope of Services

(1) The Firm shall provide transactional and litigation-related legal services to CFX and upon which CFX may rely, which shall include without limitation: **(a)** the preparation, development, drafting, negotiation, and finalization of contracts, procurement documents, agency policies and procedures, and other legal documents; **(b)** real estate legal services (e.g., purchase and sale agreements, settlement agreements, licenses, easements, etc.); **(c)** right-of-way acquisition and eminent domain related legal services; **(d)** litigation services (e.g., filing suit on behalf of, or defending CFX in court or behalf administrative proceedings, taking depositions, discovery, etc.); **(e)** title and escrow agent services; and **(f)** the provision of other general legal services, advice, and support as requested (collectively, the **"Services"**).

(2) No litigation, claims, lawsuits, or other actions may be filed or taken by the Firm on CFX's behalf without the express prior written approval by the CFX Counsel identified in **Subsection 2(A)** below. The Firm shall not settle any proceeding without the written notice and prior approval of the CFX Counsel. The Firm shall not have any authority whatsoever to, without the prior express written permission of the CFX Counsel, obligate CFX or any of its funds in connection with any agreement, negotiation, or settlement.

(3) The Firm shall provide the Services to CFX on an "as needed" basis, with such assignments being assigned by task order issued by the CFX Counsel. This Engagement does not guarantee or entitle the Firm to any minimum amount of work or compensation. Unless otherwise expressly agreed to in a separate writing duly executed by the authorized representatives of each party, this Engagement does not grant to the Firm any exclusive right to provide the Services to CFX.

(B) Standard of Care

(1) **Generally.** The Firm hereby represents and warrants to CFX that the Firm:

(a) Possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the Services provided under this Engagement;

(b) Shall exercise that degree of care, knowledge, skill, and ability as any other similarly situated law firm possessing the degree of skill, knowledge, experience, and expertise within the local

area, working on similar activities;

(c) Shall efficiently provide the Services in a manner consistent with industry standards, including without limitation the Rules Regulating the Florida Bar. The Firm hereby covenants that its employees, agents, subcontractors, representatives, volunteers, and any other associates, shall likewise be bound by the forgoing representations;

(d) Shall comply with: **(1)** all applicable CFX policies and procedures and the lawful directives of the CFX Counsel; and **(2)** all laws, ordinances, judicial decisions, orders, and regulations of federal, state, and local governments, as well as their respective departments, commissions, boards, and officers which are in effect at the time of execution of this Engagement or are adopted at any time following the execution of this Engagement; and

(e) Shall ensure that all the Firm's employees, agents, subcontractors, representatives, volunteers, and any other associates providing Services to CFX fully comply with all terms and conditions set forth herein when performing in any manner under this Engagement. CFX may require that the Firm removes any employee, volunteer, associate, subcontractor, or agent of the Firm from performing under this Engagement that CFX, in its sole discretion, deems to be objectionable or otherwise performing contrary to the best interests of CFX. CFX shall not be responsible for any costs directly or indirectly related to such removal.

(2) Loyalty to Client; Conflicts of Interest

(a) The Firm hereby represents and warrants to CFX that:

(i) In all matters undertaken by the Firm on behalf of CFX, the Firm shall act with undivided loyalty to CFX and place CFX's interests ahead of any other interests, including the Firm's own interests and the interests of any other client or third party. The Firm shall avoid any conflict of interest and shall not take any action, or fail to take any action, that would reasonably be expected to adversely affect CFX's interests.

(ii) No partner or associate of the Firm represents any clients in any judicial, administrative, or local government proceedings in which CFX is an adverse party.

(b) The Firm agrees to promptly disclose any actual or potential conflict of interest to CFX in writing and shall not proceed with any representation or activity that may give rise to such a conflict without the prior written consent of CFX.

(c) The Firm acknowledges that it meets the definition of "Consultant" under the CFX Code of Ethics, that it has read the CFX's Code of Ethics, and, to the extent applicable, the Firm will comply with the aforesaid CFX's Code of Ethics in connection with performance of the Engagement.

(d) As required by Section 348.753, Florida Statutes, and CFX's Code of Ethics, the Firm understands that completion of **CFX-105: Potential Conflict Disclosure Form** is a precondition to the execution of the Engagement and payment by CFX hereunder.

(e) For the full Engagement Term, the Firm shall submit a revised **CFX-105: Potential Conflict Disclosure Form** to CFX: **(i)** at the time of entering into this Engagement; **(ii)** annually, not later than July 1st; and **(iii)** promptly upon the occurrence of an event that would require disclosure. CFX reserves the right to withhold payment and/or terminate this Engagement for cause should the Firm fail to timely file such potential conflict disclosure forms.

(f) The Firm shall use CFX's most current version of the **CFX-105: Potential Conflict Disclosure Form**, which CFX will provide to the Firm annually and will otherwise be available by request from the CFX Procurement Department.

(g) The Firm 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 Engagement, which standards will be reference be made a part of this Engagement as though set forth in full.

(3) Responsibility for Work Product

(a) The Firm acknowledges and agrees that any review, approval, or feedback provided by CFX's in-house counsel shall not relieve the Firm of its independent professional judgment or responsibility for the accuracy, completeness, and quality of its legal advice, decisions, or work product. The Firm shall remain solely and ultimately responsible for the legal services it provides and for ensuring that all work product meets the applicable standards of professional care, diligence, and competence, regardless of any oversight or involvement by in-house counsel.

(b) Unless otherwise expressly agreed to in a separate writing executed by the authorized representatives of both parties: **(i)** the Firm shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully provide the Services; and **(ii)** the Firm shall provide all labor, tools, materials, permits, equipment, transportation, supervision, and any other items or work of any type whatsoever, which are necessary to fully complete and deliver the Services.

(C) Skillful and Licensed Provision of Services

(1) Throughout the Engagement Term, the Firm shall procure and maintain, at its sole expense, all permits and licenses that may be required in connection with the performance of Services by the Firm; 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.

(2) The Firm hereby represents and warrants that:

(a) That the Firm, including any attorneys and paralegals that the Firm will assign to provide the Services pursuant to this Engagement, has and will continue to have: **(i)** substantial experience in the practice areas of law contemplated in **Subsection 1(A)** herein; and **(ii)** substantial experience in federal, state, and local government law and related areas of practice (e.g., government procurement, contracting, real estate, eminent domain, etc.), including the preparation of formal solicitation documents, defending Florida public agencies in court and administrative proceedings, and the drafting of contract templates and government policies and procedures.

(b) The Firm has and for the entire duration of the Engagement Term will continuously maintain, adequate and competent staff in the performance of Services under this Engagement.

(c) The Firm: **(i)** has obtained and is current on all federal, state, and/or local licenses, certifications, and permits required to legally operate and/or meet its obligations hereunder; **(ii)** is in good standing with all regulatory agencies by which its business, operations, and/or any other activities are regulated; and **(iii)** will, for the entire Engagement Term, continuously maintain any such licenses, certifications, and/or permits and continuously remain in good standing with any such regulatory agencies.

(d) Any employee, volunteer, associate, subcontractor, or agent of the Firm (or of its subcontractors) whose performance under this Engagement requires licensure will, for the full duration of their performance under this Engagement will continuously: **(i)** have and maintain such valid licensure; and **(ii)** remain in good standing with any regulatory agency that regulates their business, operations, and/or other activities.

(e) All attorneys providing Services to CFX hereunder will at all times during their provision of such Services: **(i)** be licensed to practice law in Florida; and **(ii)** in good standing with the Florida Bar.

(3) Evidence of any such licensure, certifications, and/or permits, including renewals thereof, shall be made available to CFX upon request. Any failure on CFX's part to make such a request will not in any way relieve the Firm or its subcontractors of their obligation to comply with the requirements of this **Subsection 1(C)**.

Section 2. Designated Representatives; Key Personnel

(A) CFX Designated Representative

(1) **Cristina T. Berrios**, Deputy General Counsel (**"CFX Counsel"**), shall serve as CFX's designated representative having the authority to transmit instructions, receive information, and interpret and define CFX's policy and decisions pertinent to the Services covered by this Engagement and any task order issued hereunder.

(2) Only the CFX Counsel, or their designee, are authorized to assign work to the Firm under this Engagement, which shall be done by a formal task order executed by the CFX Counsel, or their designee, and the Firm Representative identified in **Subsection 2(B)** below.

(3) The Firm shall not be permitted to rely or act upon direction provided by any individual without first receiving verbal or written approval from the CFX Counsel. The forgoing notwithstanding, the CFX Counsel may, in writing, designate additional CFX employees and/or consultants with whom the Firm may communicate regarding the day-to-day conduct of the Services covered by a particular task order; however, any decisions to be made by the Firm for which client input is needed must be obtained by the Firm through the CFX Counsel.

(B) **The Firm's Representative.** The Firm designates **Sherry Sutphen** (**"Firm Representative"**), as the Firm's Managing Partner who shall be primarily responsible for the provision of competent legal services by the Firm to CFX and hereby grants to such Firm Representative all authority needed to bind the Firm under this Engagement, any amendments hereto, and any task orders issued hereunder.

(C) **Key Personnel.** With the written approval of the CFX Counsel, the Firm Representative may assign other qualified, competent, and licensed attorneys and/or paralegals employed by the Firm to be **"Key Personnel"** responsible for providing the Services and meeting the obligations under this Engagement generally, or as to a particular Task Order issued hereunder. The CFX Counsel shall have the right to unilaterally revoke their approval of any assigned Key Personnel should they, using their sole discretion, believe so-doing would be in the best interest of CFX. The assignment of any legal matter to an attorney or firm that is not working directly under the Firm's supervision, and/or that intends to bill at or above the Firm's rates, as set forth in **Subsection 3(B)** below, is strictly prohibited under this Engagement.

Section 3. Compensation for Services Rendered

(A) Compensation

(1) In consideration of the full and satisfactory performance of its obligations hereunder, CFX shall compensate the Firm in an amount not to exceed **$150,000.00** (**"Not to Exceed Amount"**).

(2) To the extent the Firm incurs any costs, expenses, or other obligations in excess of the Not to Exceed Amount without this Engagement first being amended in a writing executed by the authorized representatives of both the Firm and CFX, the Firm shall do so at its own risk and expense.

(B) Legal Professional Fees

(1) The Firm shall be compensated at the following hourly rates for actual reasonable time spent by the individuals per their respective positions:

Position	Hourly Rate
Partners	$300.00
Associates	$200.00
Paralegals	$100.00

(2) The Firm's hourly rate shall remain unchanged during the Engagement Term. It is mutually agreed that CFX will not provide a retainer.

(3) Any other type of billing or timekeeping (such as unit billing, multipliers, or other schemes, systems, or devices) which allows compensation for time not actually spent by the Firm is not permitted under this Engagement.

(4) It shall be material breach of the terms of this Engagement for the Firm, or anyone on the Firm's behalf, to submit for payment any statement of services rendered that:

(a) Overstates the amount of time actually spent by the Firm;

(b) Includes time spent by any Firm employees other than a lawyer or paralegal;

(c) Includes time spent by any person not affiliated with the Firm; or

(d) Includes any unit billing, multipliers, or other such schemes, systems, or devices for increasing or overstating the amount of time actually spent.

(5) The Firm hereby has an obligation to ensure the economical use of the attorneys and paralegals providing services under this Engagement.

(6) CFX will not reimburse fees to the Firm for: **(a)** any duplicative efforts by any attorneys and/or paralegals; or **(b)** participation, completion of work, or review by multiple "senior partner" or other "partner" level individuals for the same activity, unless otherwise expressly approved by the CFX Counsel prior to such fees being incurred. CFX shall additionally not provide payment for any time the Firm spends correcting work identified by the CFX Counsel as being incorrect or having errors.

(C) Indirect Costs; Routine Operating Expenses

(1) Full compensation for all indirect costs, administrative costs, and overhead incurred in the provision of the Services shall be included in payment by CFX of the hourly rates to the Firm, as contemplated **Subsection 3(B)** above, and shall not otherwise be generally reimbursable hereunder.

(2) Such "overhead" costs include without limitation rent, conference rooms, equipment rentals, utilities, internet, computer equipment, software and online research license fees, books, facsimiles, long distance telephone calls, non-express/non-overnight mail, first class postage, office supplies, attorney meals, or secretarial services, non-attorney or non-paralegal staff (e.g., library or IT/data processing staff), and attorney or paralegal staff performing non-attorney or non-paralegal tasks (e.g., library or data processing).

(3) The Firm has additionally anticipated and included routine operating expenses as part of its overhead, and accordingly, CFX shall not provide the Firm with direct reimbursement for such routine operating expenses, including without limitation the costs associated with any of the following: **(a)** time spent reviewing or analyzing the law firm's conflicts issues, opening or closing files, or other administrative activities; **(b)** time spent preparing invoices or responses to billing inquiries; **(c)** clerical work, including the retrieval and delivery of work product prepared for CFX; **(d)** charges directly related to the departure of a lawyer or paralegal (including startup work or higher rates for replacement personnel); **(e)** fees related to the preparation and filing of motions for extension of time unless such motions are necessitated by the actions and/or omissions of CFX; and/or **(f)** case management or litigation software or systems, including time spent creating databases, loading documents into such software/systems, or processing data for review by others, regardless of who

performs such work.

(D) Direct Expenses

(1) CFX will reimburse the firm for the actual expenses incurred by it for photocopying, express/overnight mail charges, courier services, court reporting charges, subpoena charges, witness fees, court or administrative hearing filing fees, process service charges, all without markup or multiplier.

(2) There will be no reimbursement for any other direct expenses not identified in the preceding sentence or in **Subsection 3(A)** above, including employee overtime or travel or transportation expenses, without the express written authorization of the CFX Counsel.

(3) Should such travel and transportation expenses be so approved, such activities shall be governed by Section 112.061, Florida Statutes, and applicable CFX policies, which, at the time of this Engagement, includes without limitation a mileage allowance at a rate of 44.5 cents per mile, among other limitations and requirements.

(4) If it becomes necessary for the Firm to arrange for the services of other outside counsel, experts, or consultants (collectively, **"Subcontractors"**), or to incur other expenses not contemplated herein, then it will do so only with the prior written approval of the CFX Counsel. The Firm will arrange to have the charges of such services or items billed directly to the CFX in a manner consistent with the applicable provisions of this Engagement, unless other arrangements are agreed to by the parties.

(E) Extensive Electronic Legal Research

(1) The Firm is expected to keep abreast of statutes, regulations, codes, tax codes, and applicable case law in all areas of responsibility at its sole expense. As a result, CFX shall not generally reimburse the Firm for expenses incurred by the Firm's use of electronic legal research platforms, such as Westlaw or LexisNexis.

(2) For extensive electronic legal research resulting from a novel or rare legal issue that may arise over the course of the Firm's performance under this Engagement, the associated electronic legal research expenses incurred by the Firm may be reimbursed hereunder, so long as the CFX Counsel has granted written approval for such reimbursement.

(3) Invoices seeking reimbursement of such approved extensive electronic legal research costs must include a brief description of the issues researched, as well as names or citations of the digest, statutes, annotations, cases, journals, etc. reviewed.

(4) Electronic legal research that is "out of plan" with the Firm's legal research service subscription shall not be reimbursed without specific, express permission from the CFX Counsel to perform such "out of plan" research.

Section 4. Payment; Invoices

(A) Payment by CFX will be provided to the Firm in compliance with Florida's Local Government Prompt Payment Act, Section 218.70, Florida Statutes, *et. seq*.

(B) Invoices shall be submitted to both Billing@CFXway.com and Mala.Iley@CFXway.com. The CFX Counsel, or their designee, upon review and approval of the statements of fees and costs, will be responsible for authorizing any payment necessary.

(C) To facilitate payment by CFX, the Firm shall consolidate all fees, costs, and expenses incurred by the Firm under this Engagement into either: **(1)** one monthly invoice for each task issued hereunder; or **(2)** one monthly summary invoice divided by each task issued hereunder. CFX reserves the right to reject individual and/or independent invoices that have not been received as part of an appropriate task-specific monthly

invoice.

(D) Each invoice submitted shall represent an implied warranty that such invoice sets forth only the actual time spent and only the actual costs incurred by the Firm. CFX may rely on such implied warranty; however, CFX additionally reserves the right to contest any costs and fees represented in any statement it receives.

(E) Unless otherwise waived in accordance with **Subsection 4(F)** below, each monthly invoice submitted to CFX by the Firm must meet each of the following requirements, to the extent applicable:

(1) Generally

(a) The following must be conspicuously noted on each invoice (as applicable): **(i)** this Engagement's Contract Number; **(ii)** the relevant CFX Task Order Number(s) and CFX Project Number(s); **(iii)** the Firm's invoice number; **(iv)** the invoice date; **(v)** the "earned to date" amount; **(vi)** the "previously billed" amount; **(vii)** the total task limit remaining for any task noted in the invoice for which an estimated task budget was set; **(viii)** the total Contract limit remaining; and **(ix)** the amount due for the particular invoice.

(b) Any fees, costs, or expenses must be sorted in the following order (as applicable): **(i)** by task order number; **(ii)** by CFX Project Number(s); **(iii)** for right-of-way acquisition – by each parcel's identification number; and **(iv)** by date each fee, cost, or expense was actually incurred.

(c) All fees, costs, and expenses invoiced hereunder must be itemized.

(d) Fees, costs, or expenses already invoiced in a previous invoice may not be duplicated on a subsequent invoice, regardless as to whether such fee, costs, or expense has yet been paid by CFX.

(e) Any fees, costs, or expenses related to research or any other work initially prepared for other files, tasks, activities, or parcels may not be duplicated across multiple files, tasks, activities, or parcels. Only the initial matter for which such research was actually performed may be reimbursed hereunder. Any charge for the subsequent use of such research is limited to the time spent adapting and updating the research to the applicable file, task, activity, or parcel.

(f) Each invoice that includes reimbursement of expenses must additionally include any applicable supporting documentation, which may include: receipts, vendor and/or Subcontractor invoices, and associated cancelled checks signifying the Firm's payment thereof; map print outs to evidence any approved mileage; copies of the written approvals provided by the CFX Counsel for any expenses requiring such; and other supporting documentation as CFX may otherwise require to validate such expenses.

(2) Legal Professional Time

(a) Fees for Legal Professional Time must be billed in tenth-of-an-hour increments and must include the identity of the individual timekeeper billing against this Engagement, their status (e.g., Senior Partner, Senior Associate, Junior Associate, Paralegal), their hourly rate, total time billed by each timekeeper, corresponding dollar amount charged by each timekeeper, and any discounts if applicable.

(b) Invoices must reflect only entry of single-activity time records; block time records (i.e. lumping several activities together with a total for the time spent performing the activities) are not generally acceptable and may be returned for further clarification. The foregoing notwithstanding, should a task order issued hereunder permit block time recording, it shall be permissible.

(c) Each time entry billed must include specific detail, sufficient to understand what work was done, including the individual participants involved, the subject matter of a meeting or hearing,

the purpose of the activity, the relevant parcel identifiers, etc.

(d) Generic descriptions such as the following are not acceptable for billing purposes without further detail being provided: "Attention to matter", "Attention to file", "Review case and issues", "Conference with 'so and so'", "Review correspondence", "Arrangement", "Discovery", "Trial preparation", "Organize File", "Meeting", "Update strategy", "Motion work", "Work on project or case", "Pleadings", "Work on file", "Prepare for meeting", "Work on discovery", "Receive/review documents", "Research", "Analysis", or any other non-descript activity.

(F) To ensure timely payment for services satisfactorily provided by the Firm under this Engagement, and to avoid any interruption of CFX's receipt of the services contemplated thereunder, the CFX Counsel, or the designee thereof, may, in writing and using their sole discretion, waive any prior approval and/or invoice requirements provided for in this Engagement, inclusive of any supplements thereto. Nothing in this Subsection may be construed as imposing any obligation whatsoever upon the CFX Counsel or CFX to issue any such waiver.

(G) Unless such waiver expressly states otherwise, a waiver granted by the CFX Counsel in accordance with **Subsection 4(F)** above shall apply only to the specific invoice that is the subject of such waiver and shall not be deemed to waive such requirement as it relates to future invoices.

Section 5. Major Sub-Vendor Provision

(A) If, during the term of this Engagement and any renewals hereof, the Firm desires or intends to provide payment to a subcontractor, subconsultant, and/or service provider (collectively **"Sub-Vendor"**) that was not disclosed by the Firm to CFX at the time this Engagement was originally awarded, and such payment would, standing alone or aggregated with prior payments, provide to the proposed Sub-Vendor under this Engagement including any renewals or extensions hereto, equal or exceed $75,000.00, the Firm shall first submit a request to the Procurement Director to add such Vendor to the approved Major Sub-Vendors under this Engagement.

(B) 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 Firm under this Engagement until such Sub-Vendor has been approved by the CFX Board. In the event of a so-designated emergency, the Firm may make such payment or incur an obligation to pay such unapproved Sub-Vendor under this Engagement 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.

(C) CFX shall not be responsible to the Firm for any payments made or obligated to any such Sub-Vendor in excess of $75,000.00 should the Firm have failed to add such Vendor to this Engagement's Major Vendors list in compliance with this provision.

Section 6. Term; Termination; Notice

(A) **Term.** The term of the Firm's engagement hereunder begins on the date this Engagement is executed by both the Firm and CFX (the **"Effective Date"**), and will expire on the earlier of the following dates: **(1)** the date on which the compensation owed to the Firm hereunder meets the Not to Exceed Amount; and **(2)** one year from the Effective Date (the period of time between the Effective Date and the expiration date shall be referred to as the **"Engagement Term"**).

(B) Termination

(1) The foregoing notwithstanding, the Firm shall serve under this Engagement at the pleasure of CFX. Accordingly, this Engagement may be terminated by CFX at its convenience any time without cause and without penalty by written notice provided by the CFX Counsel.

(2) If terminated, the Firm will be paid for all services rendered and permissible costs incurred to the date of the notice of termination, except that the notice of termination may specify a later termination date, in which case the Firm will be compensated and reimbursed in accordance with this engagement letter for such additional services rendered and costs incurred.

(3) CFX shall be considered the owner of all documents and work product generated by the Firm pursuant to this Engagement as of the date of termination, including any partial drafts. Accordingly, upon termination, the Firm shall provide CFX with any such documents no later than seven business days of the termination date.

(4) CFX reserves the right to withhold any final payment or reimbursement to the Firm until the Firm provides all documents and work product generated by the Firm pursuant to this Engagement as of the date of such termination, including any partial drafts.

(5) In the event that CFX terminates this Engagement for any reason, the Firm agrees to cooperate fully CFX and any successor outside legal counsel designated by CFX to facilitate an orderly and efficient transition of legal services. Such cooperation shall include, without limitation, promptly transferring all client files, documents, work product, and other materials related to this Engagement, providing reasonable assistance to successor counsel to become familiar with the matter(s), and responding to inquiries as reasonably necessary to effectuate the transition. The Firm shall take all reasonable steps to avoid disruption to the CFX's legal matters during the transition period. The Firm shall not charge any additional fees for such transition assistance, except for reasonable costs incurred in duplicating or transmitting documents, subject to prior approval by the CFX.

(C) Notice. Notices specifically required in this Engagement shall be in writing and shall be deemed to have been duly given when received, if delivered personally or by nationally recognized courier, or on the date receipt is acknowledged, if delivered by certified mail, postage prepaid, return receipt requested, to the addresses provided below:

(1) To CFX:

Central Florida Expressway Authority
General Counsel's Office
Attn: Cristina T. Berrios, Deputy General Counsel
4974 ORL Tower Road, Orlando, Florida 32807

(2) To the Firm:

Roper, Townsend, & Sutphen, P.A.
Attn: Sherry Sutphen, Partner
255 S. Orange Avenue, Suite 750, Orlando, Florida 32801

Section 7. Insurance; Indemnification; Liability

(A) Insurance

(1) The Firm shall procure and maintain insurance in accordance with the provisions of **Schedule 1: Insurance Requirements**, which is attached hereto and incorporated herein by reference. The Firm meeting this Engagement's insurance requirements shall be a condition precedent both to this Engagement and payment hereunder by CFX.

(2) CFX additionally reserves the right to withhold or otherwise deny payment to the Firm for any period of time during the Engagement Term within which the Firm fails to strictly comply with the provisions of **Schedule 1: Insurance Requirements**.

(B) Indemnification

(1) To the fullest extent permitted by law, the Firm shall defend, indemnify, and hold harmless CFX, its officers, board members, agents, and employees from, and against, any claims, suits, judgments, demands, liabilities, damages, costs, and expenses (including, but not limited to, attorneys' fees, paralegals' fees, consultants' fees, and costs at all administrative, pretrial, trial, and appellate levels) of any kind or nature whatsoever, arising directly or indirectly out of or caused, in whole or part, by any negligent or intentional act or omission by the Firm, its officers, agents, and/or subcontractor(s) (if any), or anyone directly or indirectly employed by them or for whose acts any of them may be liable, that is in any manner related to this Engagement, or to any performance or non-performance of the Services and/or any obligation hereby assumed by the Firm.

(2) 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; CFX's full exercise of its rights under any license conveyed to it by the Firm; the Firm's violation of the confidentiality and security requirements hereunder; the Firm's failure to include terms in its subcontracts as required by this Engagement; the Firm's failure to ensure compliance with the requirements of the Engagement by its employees, agents, officers, or subcontractors; and/or the Firm's breach of any of the warranties or representations contained in this Engagement.

(3) The Firm will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of CFX or any of its officers, board members, agents, or employees.

(4) The parties agree that one percent (1%) of the total compensation to the Firm for performance of each task authorized under the Engagement is the specific consideration from CFX to the Firm for the indemnity herein provided and, if applicable, the parties further agree that such one percent (1%) is included in the amount negotiated for each authorized task.

(C) Sovereign Immunity. CFX is an agency of the State of Florida whose limits of liability are set forth in Section 768.28, Florida Statutes, and nothing herein shall be construed to extend the limits of liability of CFX beyond that provided in Section 768.28, Florida Statutes. Nothing herein is intended as a waiver of CFX's sovereign immunity under Section 768.28, Florida Statutes, or law. Nothing hereby shall inure to the benefit of any third party for any purpose, which might allow claims otherwise barred by sovereign immunity or operation of law.

(D) Limitation of Liability. With the express exception for payments for work properly performed, CFX's obligations and liability hereunder, or as otherwise related to this Engagement, 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 the Firm 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.

(E) Independent Contractor

(1) It is understood and agreed that nothing contained in this Engagement creates or establishes the relationship of copartners between the Parties, or constitutes the Firm, or any employee thereof, as the agent, representative, or employee of CFX for any purpose or in any manner whatsoever. The Firm

is to be, and shall remain, an independent contractor with respect to its performance under this Engagement.

(2) Under no circumstances shall any individual hired or otherwise directly or indirectly utilized by the Firm to meet any of its obligations hereunder be considered an employee of CFX. The Firm shall be responsible for all direction and control of its employees and payment of all wages and salaries and other amounts due its employees. Moreover, the Firm 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.

(3) Any approval by CFX of a subcontract or other matter herein requiring CFX approval for its occurrence shall not be deemed a warranty or endorsement of any kind by CFX of such subcontract, subcontractor, or matter. Additionally, no review or approval of the Firm's performance, reports, or records by CFX may be construed as CFX directing or supervising the actions of the Firm. The Firm shall at all times retain sole and absolute discretion in the judgment of the manner and means of carrying out its activities and responsibilities hereunder.

(F) **No Third-Party Beneficiaries.** There are no third-party beneficiaries of this Engagement and nothing in this Engagement, express or implied, is intended to confer on any person other than the Parties hereto (and their respective successors, heirs and permitted assigns), any legal or equitable obligation, right, benefit, claim, or remedy of any nature arising under or by reason of this Engagement.

Section 8. Records Management

(A) **Generally.** The Firm shall: **(1)** comply with all records retention, access, inspector general, and public record obligations found in this **Section 8: Records Management**; and **(2)** impose the same obligations on any Subcontractors used by the Firm to provide any Services hereunder.

(B) **Records Retention**

(1) The Firm shall keep books, records, and accounts of all activities related to this Engagement in compliance with generally accepted accounting procedures and must at all times retain sufficient documentation to substantiate claims for payment under this Engagement and all other records, electronic files, paper, and documents that were made in relation to this Engagement.

(2) **"Relevant Records"** means any and all records, documents, information, communications, and/or data, regardless of the format or method of storage (e.g., physical, electronic, or other), created, utilized, received, or maintained in relation to: **(a)** the Firm's solicitation for the award of this Engagement (e.g., quote, bid, proposal, letter of interest, etc.); **(b)** the fulfillment of the Firm's obligations hereunder; and **(c)** the expenditure of CFX funds. Relevant Records include without limitation:

(a) Records, documents, information, communications, data related to: **(i)** any calculations used by the Firm in determining labor, unit price, or any other component of the applicable solicitation submitted to CFX; **(ii)** any determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, or arithmetic extensions; quotes from subcontractors, or material suppliers, profit contingencies, and any manuals standard in the industry used by the Firm in determining a price; and

(b) All communications, writings, working papers, drafts, logs, invoices, financial reports, financial records, audit reports, receipts, bills, notes, charts, or any other data compilations, books of account, photographs, video recordings, audio recordings, or supporting documents.

(3) The Firm shall preserve all Relevant Records for the entire Engagement Term and for a period of five

years after the later of: **(a)** final completion of all Services provided under the Engagement; and **(b)** until all claims (if any) regarding the Engagement are resolved.

(C) Audits; Records Access

(1) During regular business hours, the Firm shall permit any authorized representative of CFX to access, inspect, review, and/or reproduce all Relevant Records of the Firm or any subcontractor thereof. If the Services is site-specific, the Firm shall ensure access to the work site is provided to any authorized representative of CFX.

(2) The Firm shall furnish CFX with all Relevant Records, data, or other information that CFX believes to be needed for the purpose of performance monitoring and evaluation, auditing, and/or quality assurance as soon as practicable, but no later than five business days from the date CFX makes such request. CFX hereby retains the right to conduct performance and financial audits at any time during the Engagement Term, as well as at any time during the applicable retention period.

(3) If CFX requests access to or review of any Relevant Documents and the Firm refuses such access or review or fails to timely accommodate such access or review, the Firm shall be in default under its Engagement with CFX, and such actions shall, without any other or additional actions or omissions, constitute grounds for suspension, disqualification of the Firm, and/or termination of the Engagement. These provisions shall not be limited in any manner by the existence of any the Firm claims or pending litigation relating to the Engagement.

(4) Disqualification, suspension, and/or termination of the Firm for failure to comply with the requirements of this **Section 8: Records Management** shall also preclude the Firm from acting in the future as a subcontractor of another contractor doing work for CFX during the period of disqualification or suspension. Disqualification means the Firm is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.

(5) At any time during the Engagement Term or applicable retention period, the Firm shall permit CFX to perform or have performed an audit of the records of the Firm and any or all subcontractors to support the compensation paid the Firm. In the event funds paid to the Firm under the Engagement are subsequently determined to have been inadvertently paid by CFX because of accounting errors or charges not in conformity with the Engagement, the Firm agrees that such amounts shall be due to CFX upon demand.

(D) Cooperation with Inspector General

Pursuant to Section 20.055(5), Florida Statutes, the Firm understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Firm must provide any information the Inspector General deems relevant. Such information may include, but will not be limited to, the Firm's business or financial records, documents, or files of any type or form that refer to or relate to the Engagement.

(E) Public Records

(1) The Firm acknowledges and understands that CFX is subject to the broad requirements of Florida's Public Records Law, Chapter 119, Florida Statutes, as amended. By entering into this Engagement, the Firm: **(a)** agrees that all documents, records, and materials of any kind relating to the relationship created under this Engagement shall be open to the public for disclosure and inspection, unless specifically deemed either confidential or exempt under applicable law; and **(b)** agrees to, in good faith, assist CFX in the provision of any applicable records requested under such law.

(2) The Firm shall immediately notify the CFX Records Department at PublicRecords@CFXway.com 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 the Firm in conjunction with this Engagement, including without limitation any requests for Relevant Records.

(3) In the event the Firm has public records in its possession, the Firm must promptly provide such records to CFX. Failure by the Firm to timely notify CFX and/or timely provide any such records to CFX shall be grounds for immediate unilateral termination of this Engagement by CFX for cause.

(4) To the extent that this is a contract for services and the Firm meets the definition of "Agency" in Section 119.011(2), Florida Statutes, which includes private agencies, persons, partnerships, corporations, or business entities acting on behalf of a public agency, the Firm shall additionally:

(a) Keep and maintain public records required by CFX to perform the service.

(b) Upon request from CFX's custodian of public records, provide CFX with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Engagement's term and following completion of the Engagement if the Firm does not transfer the records to CFX.

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

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 407-690-5000, PUBLICRECORDS@CFXWAY.COM, OR 4974 ORL TOWER ROAD, ORLANDO, FL. 32807.

Section 9. Florida Vendor Eligibility Provisions

(A) E-Verification

(1) This Engagement is subject to the requirements found in Section 448.095(5), Florida Statutes. By executing this Engagement, the Firm 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 the Firm.

(2) The Firm additionally hereby acknowledges the responsibilities and obligations of both the Firm and CFX under Section 448.095(5), Florida Statutes, which includes without limitation: **(a)** an obligation that the Firm 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 Engagement for the Firm's failure to comply with the applicable provisions of Section 448.095(5), Florida Statutes, and to impose upon

the Firm any additional costs incurred by CFX resulting from such termination.

(B) Public Entity Crimes. The Firm hereby represents, warrants, and certifies that: **(1)** neither the Firm, nor one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the Firm, nor any affiliate of the entity, has been charged with and convicted of public entity crime subsequent to July 1, 1989; **(2)** the Firm 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 Engagement to subcontract with any vendor that has been placed on any such convicted vendor list; and **(3)** the Firm 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) The Firm hereby represents, warrants, and certifies to the following: **(a)** the Firm 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)** the Firm 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 Engagement value meets or exceeds $1,000,000.00, then the Firm hereby additionally represents, warrants, and certifies that: **(a)** the Firm 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)** the Firm 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 Engagement and shall have the right to, notwithstanding anything to the contrary in this Engagement, 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)** the Firm is found to have been placed on any of the applicable lists referenced in this provision at any time; and/or **(c)** if the Firm becomes engaged in business operations in Cuba or Syria or any boycott of Israel.

(D) Discriminatory Vendors and Anti-Trust Violators. The Firm hereby represents, warrants, and certifies that entering into this Engagement 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) The Firm hereby represents, warrants, and certifies that the Firm 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 Engagement will not violate such section of Florida law.

(2) If this Engagement will in any manner give the Firm access to any individual's personal identifying information, then:

(a) As a precondition to this Engagement and prior to completing any work or otherwise performing

hereunder, the Firm shall submit to CFX an affidavit signed by an officer or representative of the Firm under penalty of perjury attesting that the Firm does not meet any of the following criteria: **(i)** the Firm is owned by the government of a foreign country of concern; **(ii)** the government of a foreign country of concern has a controlling interest, as defined in Section 287.138(1), Florida Statutes, in the Firm; or **(iii)** the Firm is organized under the laws of or has its principal place of business in a foreign country of concern. For the purposes of this decision, the definition of "foreign county of concern", "controlling interest", "governmental entity", are as provided in Section 287.138(1), Florida Statutes.

(b) The Firm 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: **(i)** 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 **(ii)** ineligibility to enter into, renew, or extend any contract, including any grant agreements, with any governmental entity for up to five years. CFX shall additionally have the option to terminate this Engagement for cause if the Firm is found to be in violation of this provision, Section 287.138, Florida Statutes, and/or its affidavit.

(F) Common Carrier

(1) The Firm hereby represents, warrants, and certifies that the Firm 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 Engagement will not violate such section of Florida law.

(2) If the Firm meets the definition of "common carrier" as provided in Section 908.111(1), Florida Statutes, then:

(a) As a precondition to this Engagement and prior to completing any work or otherwise performing hereunder, the Firm 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 Engagement for cause if the Firm 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**.

(H) Incorporation of Florida Vendor Eligibility Provision Forms

(1) Either as part of the solicitation for this Engagement, or as a precondition of this Engagement, the Firm has or will execute specific certifications, affidavits, and attestations regarding the various provisions in this "Florida Vendor Eligibility Requirements" section by use of the following forms provided by CFX:

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

(2) All such forms are hereby incorporated into this Engagement and serve as a material part hereof. If for any reason the Firm has not yet executed any such forms: **(a)** the Firm doing so shall be a precondition to CFX's obligation to provide payment for any work or any other performance under this Engagement; and **(b)** any failure of the Firm to do shall be cause for termination of this Engagement by CFX.

Section 10. Miscellaneous

(A) Assignments and Successors

(1) CFX has selected the Firm to perform the Services based upon characteristics and qualifications of the Firm and its employees. Therefore, the Firm shall not further sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Engagement or any portion thereof, or of the Firm'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 the Firm to dispose of this Engagement 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 Engagement.

(2) Each party binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Engagement and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Engagement.

(B) Binding Effect; Conflicts. This Engagement shall be binding upon and inure to the benefit of the Parties hereto, their heirs, personal representatives, successors, or assigns. In the event of a conflict between the covenants, terms, or provisions of this Engagement and any document incorporated herein whether by attachment or reference, the provisions of this Engagement shall take precedence. Should there be any conflicts or inconsistency between any applicable law and this Engagement, the most restrictive shall govern.

(C) Construction and Representations. Each party acknowledges that it has had the opportunity to be represented by counsel of such party's choice with respect to this Engagement. In view of the foregoing, and notwithstanding any otherwise applicable principles of construction or interpretation, this Engagement shall be deemed to have been drafted jointly by the Parties and in the event of any ambiguity, shall not be construed or interpreted against the drafting party. Neither party has relied upon any representations or statements made by the other party to this Engagement, which are not specifically set forth in this Engagement.

(D) Counterparts and Electronic Transmission of Signatures. This Engagement may be executed in counterparts, both of which shall be deemed an original and which taken together shall constitute one agreement. Any counterpart may be delivered by any party by electronic transmission of the full Engagement as executed by that party to the other party as mutually agreed upon by the Parties, and delivery shall be effective and complete upon completion of such transmission.

(E) Electronic Signatures. Each party hereby agrees that this Engagement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Engagement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

(F) **Governing Law.** This Engagement shall be considered as having been entered into in the State of Florida. The laws of the State of Florida shall govern all aspects of this Engagement, without reference to any conflicts of law provisions.

(G) **Headings.** The headings or captions of articles, sections, or subsections used in this Engagement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Engagement.

(H) **Jury Waiver.** To the fullest extent permitted by law, the Parties hereby waive their right to trial by jury in any action, proceeding, or claim that is in any manner related to this Engagement or the performance of the associated Services hereunder, which may be brought by either of the Parties.

(I) **Modification.** Unless otherwise expressly provided for herein, no modification of this Engagement shall be binding upon either party unless it is reduced to writing and is signed by a duly authorized representative of each party.

(J) **Remedies.** No remedy conferred upon any party in this Engagement is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or as provided at law or equity. No single or partial exercise by any party of any rights, power, or remedy shall preclude any other or the further exercise thereof.

(K) **Severability.** The provisions of this Engagement are declared by the Parties to be severable. However, the material provisions of this Engagement are dependent upon one another, and such interdependence is a material inducement for the Parties to enter into this Engagement. Therefore, should any material term, provision, covenant, or condition of this Engagement 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.

(L) **Signatory.** Each signatory below represents and warrants that he or she has the full power and is duly authorized by their respective party, to enter into and perform under this Engagement. Such signatory further represents that he or she has fully reviewed and understands the terms and conditions set forth in this Engagement, including exhibits, and fully intends to abide by and comply with all of the terms and conditions set forth herein.

(M) **Survivorship.** Those provisions which by their nature are intended to survive the expiration, cancellation, or termination of this Engagement, including by way of example only, the indemnification and records maintenance provisions, shall survive any expiration, cancellation, or termination of this Engagement.

(N) **Time is of the Essence.** Time is of the essence regarding every obligation of the Firm under the Engagement. Each obligation is deemed material, and a breach of any such obligation – including a breach resulting from untimely performance – is a material breach.

(O) **Venue.** Each of the Parties hereby irrevocably submits to the jurisdiction of any federal or state court of competent jurisdiction located in Orange County, Florida, regarding any legal action, proceeding, or claim that is in any manner related to this Engagement or the performance of the associated Services hereunder. Each party further agrees venue for any such action, proceeding, or claim shall lie in Orange County, Florida, and irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum.

(P) **Waiver.** No delay or failure on the part of either party to exercise any right or remedy accruing to such party upon the occurrence of an event of violation shall affect any such right or remedy, be held to be an abandonment thereof, or preclude such party from the exercise thereof at any time during the continuance

of any event of violation. No waiver of a single event of violation shall be deemed to be a waiver of any subsequent event of violation.

(Q) Entire Agreement. This Engagement, and any documents incorporated, referenced, or attached hereto, sets forth and constitutes the entire agreement and understanding of the Parties with respect its subject matter. Regarding such subject matter, this Contract supersedes all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of either of the Parties.

IN WITNESS WHEREOF, the parties have made and executed this Engagement: Central Florida Expressway Authority, signing by and through its Director of Procurement and Executive Director, each as authorized to execute same in accordance with Section 10.9, CFX Code, and the Firm signing through its undersigned signatory authorized to execute same.

"CFX"
CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: **Signature:** Aneth Williams

Aneth Williams, Director of Procurement
Email: Aneth.Williams@cfxway.com

Date: 04/28/2025

By: **Signature:** Michelle Maikisch (Apr 28, 2025 14:48 EDT)

Michelle Maikisch, Executive Director
Email: michelle.maikisch@cfxway.com

Date: 04/28/2025

Approved as to form by legal counsel to the Central Florida Expressway Authority on this 24th day of April, 2025, for its exclusive use and reliance.

By: _____

Cristina T. Berrios
Deputy General Counsel

"FIRM"
ROPER, TOWNSEND & SUTPHEN, P.A.

By: SGSutphen

Digitally signed by Sherry G. Sutphen
DN: cn=Sherry G. Sutphen, o, ou, email=ssutphen@roperpa.com, c=US
Date: 2025.04.25 10:53:05 -04'00'

Print: Sherry G. Sutphen

Title: Partner

Date: 4/25/2025

(A) The Firm agrees to maintain, on a primary basis and at its sole expense, the following types of insurance coverage with limits and on forms (including endorsements) as described in this **Schedule 1: Insurance Requirements** at all times throughout the duration of the Engagement.

(B) These requirements, as well as CFX's review or acceptance of insurance maintained by the Firm, are not intended to and shall not in any manner limit or qualify the liabilities assumed by the Firm under the Engagement. 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.

(C) Insurance carriers providing coverage required in this **Schedule 1: Insurance Requirements** must be licensed to conduct business in the State of Florida and must 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. CFX hereby reserves the right to examine copies and relevant provisions of the insurance policies required by this Engagement, subject to the appropriate confidentiality provisions to safeguard the proprietary nature of the Firm's manuscript policies.

(D) The Firm shall, by written agreement, require and ensure that each of its subcontractors providing services in any manner related to the Engagement (if any) procures and maintains insurance of the types and to the limits specified herein until the completion of their respective services, with such agreements including without limitation similar waivers and endorsements in favor of all parties enumerated in this **Schedule 1: Insurance Requirements**.

(E) The Firm is required to maintain any coverage required by federal and state workers' compensation or financial responsibility laws, including but not limited to Chapter 324 and 440, Florida Statutes, as may be amended from time to time.

(R) **Workers' Compensation.** The Firm shall maintain, at its own expense, workers' compensation insurance coverage for all its employees engaged in work under this Agreement, in full compliance with Chapter 440, Florida Statutes, including, but not limited to, the statutory limits established therein. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. The following endorsement is required: *Waiver of Subrogation* – WC 00 03 13 or its equivalent. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of CFX for all work performed by the Firm, its employees, agents, and subcontractors.

(F) **Professional Liability/Errors and Omissions**

(1) Coverage shall have limits of not less than $1,000,000.00 per claim and $2,000,000.00 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 Firm.

(2) If the Firm's Professional Liability Insurance is written on a "claims made" basis rather than an occurrence basis, such insurance shall continue through the entire term of this Engagement and the Firm shall purchase, at their sole expense, either:

(a) An Extended Reporting Endorsement (also known as Tail Coverage);

(b) Prior Dates Coverage from new insurer with retroactive date back to the date of, or prior to, the inception of the Engagement; or

(c) Demonstrate through Certificates of Insurance that the Firm has maintained continuous

coverage with the same or original insurer.

(3) Coverage provided under items (a), (b), or (c) of **Subparagraph (2)** of this "Professional Liability/Errors and Omissions" requirement will continue for as long as the law allows.

(4) The Firm agrees to maintain a retroactive date prior to or equal to the effective date of this Engagement. In the event the policy is either 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 Engagement, the Firm agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the Firm of the obligation to provide replacement coverage.

(5) Professional Liability Insurance shall provide for all sums that the Firm shall be obligated to pay as damages for claims arising out of the service performed by the Firm, or any person or subcontractor employed by the Firm, in conjunction with this Engagement.

(G) The Firm shall require all insurance policies that are in any way related to the work and are secured and maintained by the Firm to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against CFX. When required by the insurer, or should a policy condition not permit an endorsement, the Firm 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 Firm enter into such an agreement on a pre-loss basis. At the Firm's expense, all limits must be maintained.

(H) Prior to execution and commencement of any operations/services provided under this contract, the Firm shall provide CFX with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance the Firm shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of the Central Florida Expressway Authority. Renewal certificates shall be immediately submitted to CFX. Such certificates shall clearly indicate that the Firm has obtained insurance of the type, amount, and classification as required for strict compliance with this **Schedule 1: Insurance Requirements**.

(I) The Firm shall notify CFX not less than 30 business days (10 business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. The Firm shall provide evidence of pending replacement coverage to maintain compliance with these insurance requirements to CFX no fewer than five business days prior to the effective date of the replacement policy(ies), with the associated replacement certificates of insurance due to CFX no later than five business days from the effective date of any such replacement policy(ies).

The certificate holder shall read:

Central Florida Expressway Authority
c/o Risk Management Department
4974 Orl Tower Rd
Orlando, FL 32807

(J) In the event any of the herein required insurance policies provide greater coverage or greater limits than the minimum requirements set forth herein, then: (1) CFX shall be entitled to the full coverage and limits of such policies; and (2) these insurance requirements will be deemed to require such greater coverage and greater limits.

(K) Any deductible or self-insured retention must be declared to and approved by CFX. When a self-insured

retention or deductible exceeds $100,000.00, CFX reserves the right to request a copy of the Firm's recent annual report or audited financial statement. At the option of CFX, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as requests CFX, or the Firm shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

(L) All such insurance required of the Firm shall be primary to, and not contribute with, any insurance or self-insurance maintained by CFX.

(M) Compliance with these insurance requirements shall not relieve or limit the Firm's liabilities and obligations under this Engagement. 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 Firm's obligation to maintain such insurance.

CONSENT AGENDA ITEM
#18

MEMORANDUM

TO: CFX Governing Board Members

FROM: Cristina T. Berrios
Deputy General Counsel

DATE: August 7, 2025

SUBJECT: Resolution of the Central Florida Expressway Authority Declaring Property as Necessary for the Expressway System for Expressway System Project: State Road 408 Widening Project, Segment 408-315, Parcels 31-205 and 31-705

BACKGROUND AND DESCRIPTION

To exercise its authority under Fla. Stat. § 348.759 to acquire public or private property interests by condemnation, the Governing Board of the Central Florida Expressway Authority ("CFX") must adopt a resolution determining that such property interests are reasonably necessary to fulfill the agency's purpose, as established by the Florida Legislature in Ch. 348, Part III, to construct, maintain, operate, and own the Central Florida Expressway System.

The attached Resolution of the Central Florida Expressway Authority Declaring Property as Necessary for the Expressway System ("Resolution of Necessity") satisfies this requirement as to the property interests identified as Parcels 31-205 and 31-705 (the "Subject Parcels"), which are necessary to ensure proper stormwater management for the State Road 408 Widening Project and related expressway facilities.

The Right of Way Committee recommended the Governing Board's approval of the Resolution of Necessity at its July 23, 2025, meeting.

REQUEST

Board approval and adoption of the attached Resolution of the Central Florida Expressway Authority Declaring Property as Necessary for the Expressway System for Expressway System Project: State Road 408 Widening Project, Segment 408-315, Parcels 31-205 and 31-705, is requested.

ATTACHMENTS

A. Memorandum to the Governing Board from David A. Shontz, Esq., Right of Way Counsel, including Map of the Subject Parcels, Resolution of Necessity, and Legal Descriptions of the Parcels.

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: July 9, 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 408-315

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 31-205 and 31-705 for the construction of the State Road 408 Widening, Segment 408-315.

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 are necessary for the construction of the State Road 408 Widening Project, Segment 408-315:

1. Parcel 31-205 is a fee simple acquisition of 1.302 acres, more or less, from property located in Orange County, Florida;

2. Parcel 31-705 is a temporary construction easement of .496 acres, more or less, from property located in Orange County, Florida.

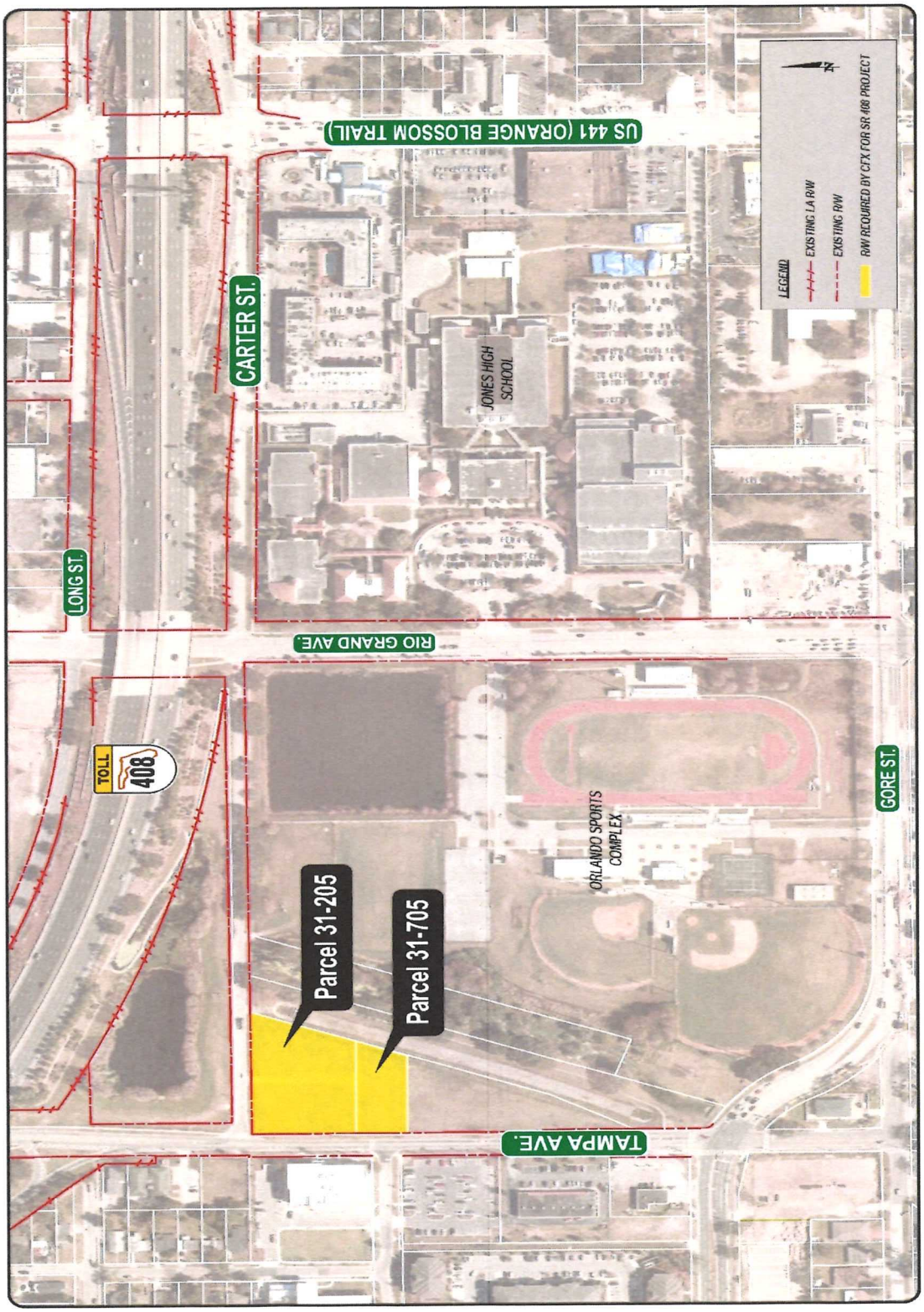
REQUESTED ACTION:

Right-of-Way counsel respectfully requests the Board adopt the attached Resolution to allow acquisition of Parcels 31-205 and 31-705 for the construction of State Road 408 Widening Project, Segment 408-315.

ATTACHMENTS

A. Map of Parcels
B. Resolution and Legal Descriptions of parcels

ATTACHMENT A



ATTACHMENT B

Resolution No. 2025 - _____
Project No. 408-315
Parcels 31-205 and 31-705

**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, 408-315, 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"** and **Exhibit "B"** ("**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"** and **Exhibit "B"** 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"** and **Exhibit "B"** 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"** and **Exhibit "B"** 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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 408
PROJECT NO. 408-315
PARCEL NO. 31-205
PURPOSE: RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:

A parcel of land lying in the Southeast 1/4 of the Northwest 1/4 of Section 34, Township 22 South, Range 29 East, Orange County, Florida, being a portion of lots 7 and 8, Block 4, White's Addition to Orlando according to the plat thereof as recorded in Plat Book A, Page 139 of the Public Records of Orange County, Florida, also being a portion of the lands described in Deed Book 851, Page 259 and re-recorded in Deed Book 865, Page 363 of the Public Records of Orange County, Florida and being more particularly described as follows:

Commence at a found 1/2-inch iron rod with no identification in an asphalt cut-out marking the Northeast corner of the Northwest 1/4 of Section 34, Township 22 South, Range 29 East, Orange County, Florida; thence run South 00°05'37" East along the East line of said Northwest 1/4, a distance of 1356.38 feet to the Easterly extension of the existing South Right of Way line of Carter Street as shown on the Florida Department of Transportation Right of Way Map Section 75280, Financial Project number 242484-2; thence departing said East line, run South 89°28'33" West along said Easterly extension and along the South Right of Way line of said Carter Street, a distance of 977.35 feet to the Westerly line of lands described in Official Records Book 4427, Page 2254 of the Public Records of Orange County, Florida for the POINT OF BEGINNING; thence departing said South Right of Way line, run South 19°35'25" West along said Westerly line, a distance of 223.13 feet; thence departing said Westerly line, run South 90°00'00" West, a distance of 233.92 feet to the existing East Right of Way line of Tampa Avenue as shown on Florida Department of Transportation Right of Way Map Section 75010-2513 and the West line of aforesaid Block 4 according to said Plat and as shown on said Right of Way Map; thence run North 00°18'50" West along said East Right of Way line and along said West line, a distance of 207.38 feet to aforesaid South Right of Way line of Carter Street; thence departing said East Right of Way line and said West line of Block 4, run North 89°28'33" East along said South Right of Way line, a distance of 309.88 feet to the POINT OF BEGINNING.

Containing 1.302 acres, more or less.

NOTES:

1. THIS SKETCH OF DESCRIPTION WAS PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NUMBER 33405 DATED 11/19/2024 AT 8:00 AM.
2. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE EAST LINE OF THE NW 1/4 OF SECTION 34, TOWNSHIP 22 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, AS BEING SOUTH 00°05'37" EAST.
3. THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.062(3).
4. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY SHEILA A. WARE, PSM NO. 5529, ON 06/04/2025 PER FAC 5J-17.062(2).

I HEREBY CERTIFY 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.

THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED BY:

Sheila A Ware 2025.07.01 15:22:08 -04'00'

SHEILA A. WARE, PSM
LICENSE NO. 5529

SHEILA A. WARE LICENSE NUMBER 5529 STATE OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

SEE SHEET 2 FOR LEGEND AND SKETCH OF DESCRIPTION

DATE	JUNE 04, 2025
DRAWN BY	M ROLLINS
CHECKED BY	S WARE
DEWBERRY PROJECT NO	50088264

REVISION	BY	DATE

CERTIFICATION OF AUTHORIZATION NO. LB 8011
Dewberry
800 NORTH MAGNOLIA AVENUE
SUITE 1000
ORLANDO, FLORIDA 32803
(407) 843-5120

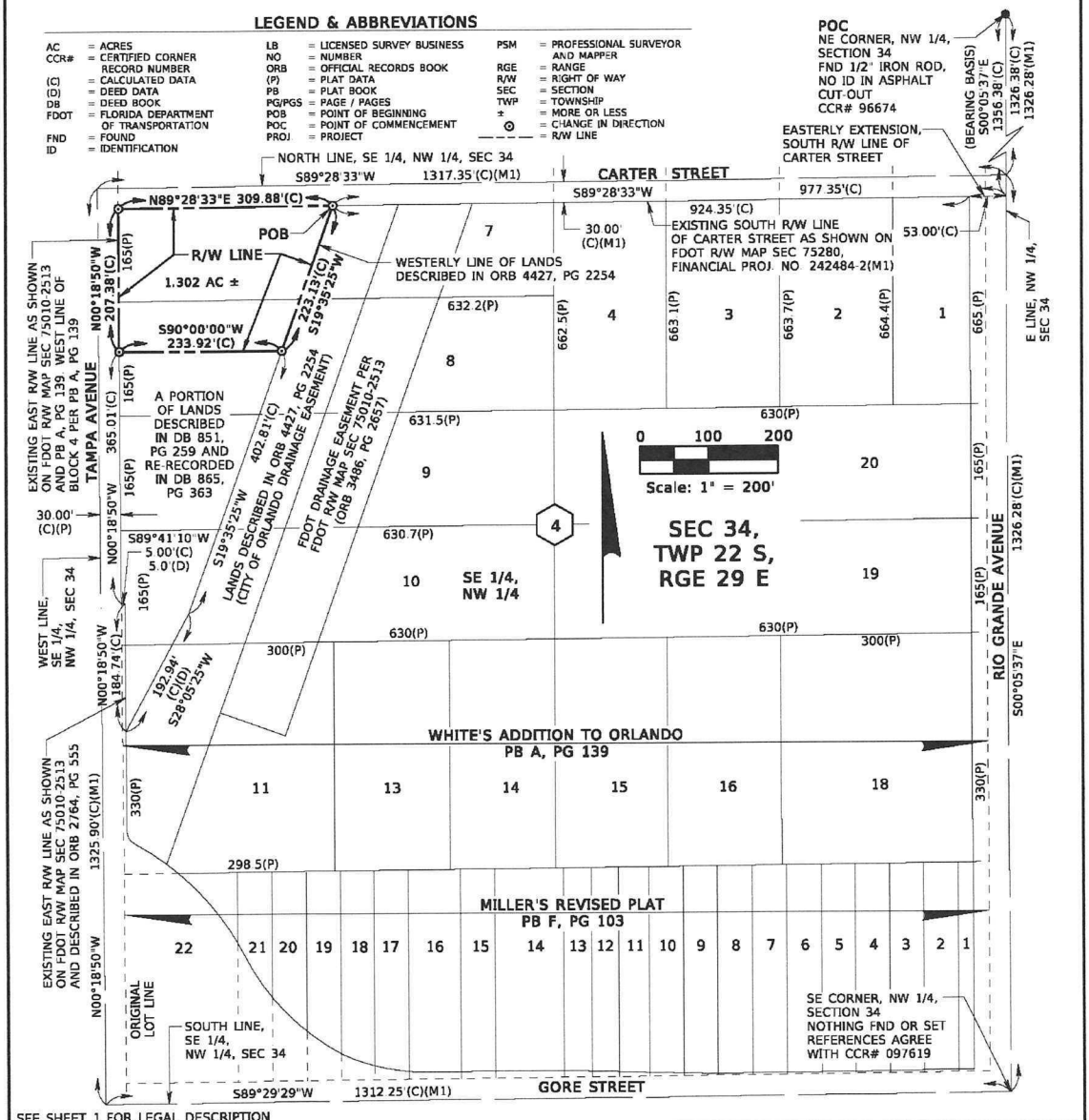
SKETCH OF DESCRIPTION (THIS IS NOT A SURVEY)

**STATE ROAD 408
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA**

PARCEL 31-205

SCALE: N/A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 408
PROJECT NO. 408-315
PARCEL NO. 31-205
PURPOSE: RIGHT OF WAY
ESTATE: FEE SIMPLE



SEE SHEET 1 FOR LEGAL DESCRIPTION

DATE	JUNE 04, 2025
DRAWN BY	M ROLLINS
CHECKED BY	S WARE
DEWBERRY PROJECT NO	50088264

REVISION	BY	DATE

CERTIFICATION OF AUTHORIZATION NO. LB 8011
Dewberry
800 NORTH MAGNOLIA AVENUE
SUITE 1000
ORLANDO, FLORIDA 32803
(407) 843-5120

SKETCH OF DESCRIPTION
(THIS IS NOT A SURVEY)

STATE ROAD 408
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL 31-205

SCALE: 1"=200'

SHEET 2 OF 2

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 408
PROJECT NO. 408-315
PARCEL NO. 31-705
PURPOSE: TEMPORARY CONSTRUCTION EASEMENT
ESTATE: EASEMENT

LEGAL DESCRIPTION:

A parcel of land lying in the Southeast 1/4 of the Northwest 1/4 of Section 34, Township 22 South, Range 29 East, Orange County, Florida, being a portion of lots 8 and 9, Block 4, White's Addition to Orlando according to the plat thereof as recorded in Plat Book A, Page 139 of the Public Records of Orange County, Florida, also being a portion of the lands described in Deed Book 851, Page 259 and re-recorded in Deed Book 865, Page 363 of the Public Records of Orange County, Florida and being more particularly described as follows:

Commence at a found 1/2-inch iron rod with no identification in an asphalt cut-out marking the Northeast corner of the Northwest 1/4 of Section 34, Township 22 South, Range 29 East, Orange County, Florida; thence run South 00°05'37" East along the East line of said Northwest 1/4, a distance of 1356.38 feet to the Easterly extension of the existing South Right of Way line of Carter Street as shown on the Florida Department of Transportation Right of Way Map Section 75280, Financial Project number 242484-2; thence departing said East line, run South 89°28'33" West along said Easterly extension and along the South Right of Way line of said Carter Street, a distance of 977.35 feet to the Westerly line of lands described in Official Records Book 4427, Page 2254 of the Public Records of Orange County, Florida; thence departing said South Right of Way line, run South 19°35'25" West along said Westerly line, a distance of 223.13 feet to the POINT OF BEGINNING; thence continue South 19°35'25" West along said Westerly line, a distance of 106.14 feet; thence departing said Westerly line, run South 90°00'00" West, a distance of 197.78 feet to the existing East Right of Way line of Tampa Avenue as shown on Florida Department of Transportation Right of Way Map Section 75010-2513 and the West line of aforesaid Block 4 according to said Plat and as shown on said Right of Way Map; thence run North 00°18'50" West along said East Right of Way line and along said West line, a distance of 100.00 feet; thence departing said East Right of Way line and said West line of Block 4, run North 90°00'00" East, a distance of 233.92 feet to the POINT OF BEGINNING.

Containing 0.496 acres, more or less.

NOTES:

1. THIS SKETCH OF DESCRIPTION WAS PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NUMBER 33405 DATED 11/19/2024 AT 8:00 AM.
2. BEARINGS SHOWN HEREON ARE ASSUMED AND BASED ON THE EAST LINE OF THE NW 1/4 OF SECTION 34, TOWNSHIP 22 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA, AS BEING SOUTH 00°05'37" EAST.
3. THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.062(3).
4. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY SHEILA A. WARE, PSM NO. 5529, ON 06/30/2025 PER FAC 5J-17.062(2).

I HEREBY CERTIFY 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.

THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED BY:

SHEILA A. WARE LICENSE NUMBER 5529 STATE OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

Sheila A Ware 2025.07.07 14:43:59 -04'00'

SHEILA A. WARE, PSM
LICENSE NO. 5529

SEE SHEET 2 FOR LEGEND AND SKETCH OF DESCRIPTION

DATE	JUNE 30, 2025
DRAWN BY	M ROLLINS
CHECKED BY	S WARE
DEWBERRY PROJECT NO	50088264

REVISION	BY	DATE

CERTIFICATION OF AUTHORIZATION NO. LB 8011
Dewberry
800 NORTH MAGNOLIA AVENUE
SUITE 1000
ORLANDO, FLORIDA 32803
(407) 843-5120

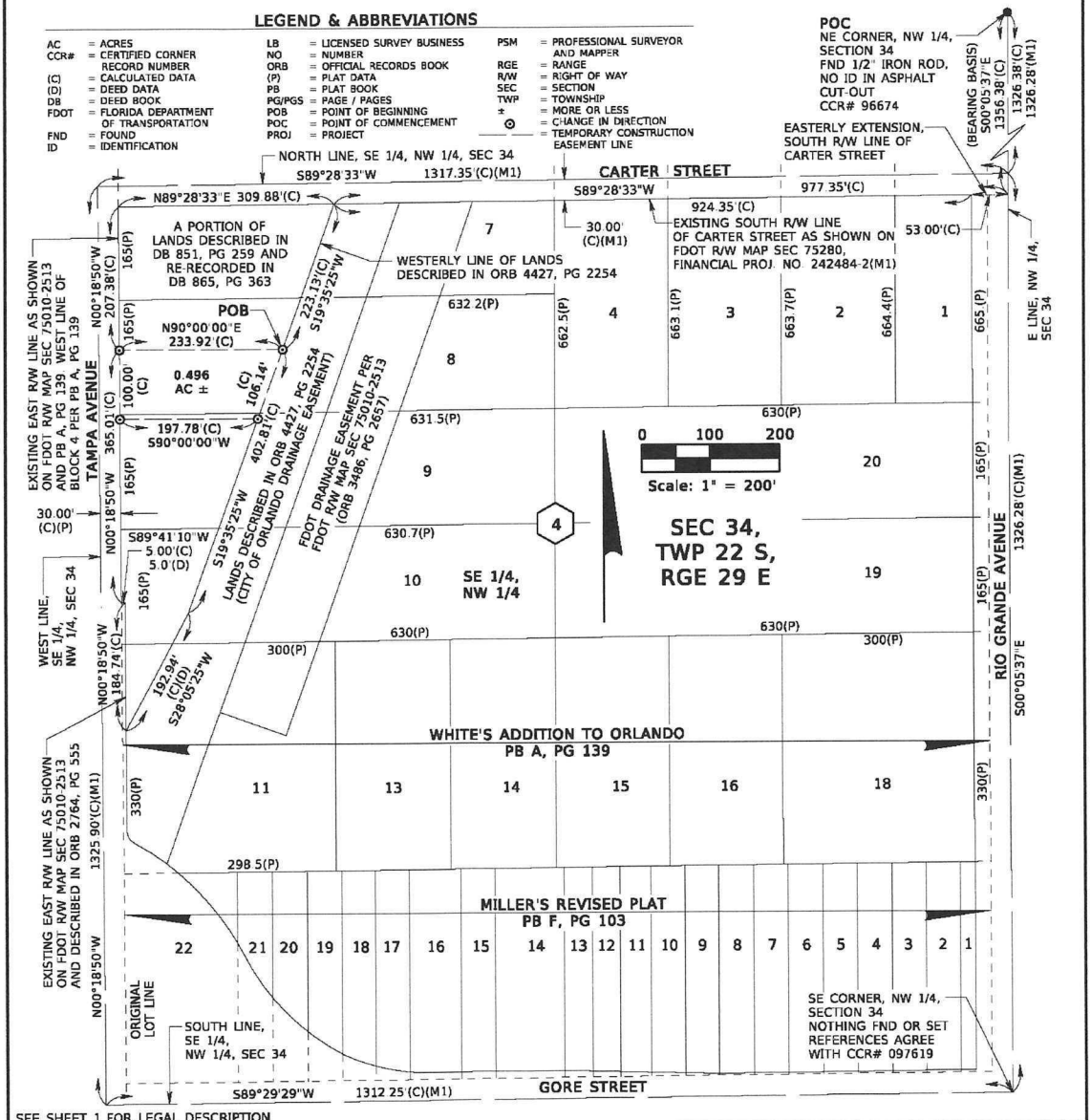
SKETCH OF DESCRIPTION (THIS IS NOT A SURVEY)

**STATE ROAD 408
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA**

PARCEL 31-705

SCALE: N/A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
STATE ROAD 408
PROJECT NO. 408-315
PARCEL NO. 31-705
PURPOSE: TEMPORARY CONSTRUCTION EASEMENT
ESTATE: EASEMENT



SEE SHEET 1 FOR LEGAL DESCRIPTION

DATE	JUNE 30, 2025
DRAWN BY	M ROLLINS
CHECKED BY	S WARE
DEWBERRY PROJECT NO	50088264

REVISION	BY	DATE

CERTIFICATION OF AUTHORIZATION NO. LB 8011

Dewberry

800 NORTH MAGNOLIA AVENUE
SUITE 1000
ORLANDO, FLORIDA 32803
(407) 843-5120

SKETCH OF DESCRIPTION
(THIS IS NOT A SURVEY)

STATE ROAD 408
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL 31-705

SCALE: 1"=200'

SHEET 2 OF 2

EXHIBIT "B" TO PARCEL RESOLUTION

PARCEL 31-705

TEMPORARY CONSTRUCTION EASEMENT

Parcel 31-705 is being acquired as a temporary, non-exclusive casement with full authority to enter upon the lands described in attached Exhibit "A" for a temporary construction easement for construction access and a laydown area while constructing the storm chamber. At all times during construction the GRANTEE will maintain access to the GRANTOR'S remaining lands.

After the construction on the Parcel is completed the GRANTEE shall restore the Parcel to a condition as good as or better than the one existing before being disturbed by the GRANTEE.

This easement shall expire upon the completion of the construction on the project adjacent to the lands described in attached **Exhibit "A"** or after five (5) years, whichever occurs first.

CONSENT AGENDA ITEM #19

MEMORANDUM

TO: CFX Governing Board Members

FROM: Cristina T. Berrios
Deputy General Counsel

DATE: August 7, 2025

SUBJECT: Resolution of the Central Florida Expressway Authority Declaring Property as Necessary for the Expressway System for Expressway System Project: State Road 534 Project, Segment 534-244, Parcels 534-244, 534-267, 534-268, 534-269A-E, 534-271, 534-272, 534-273, 534-274, 534-770A-B, 534-776A-B, 534-866, 534-868, 534-870, and 534-877

BACKGROUND AND DESCRIPTION

To exercise its authority under Fla. Stat. § 348.759 to acquire public or private property interests by condemnation, the Governing Board of the Central Florida Expressway Authority ("CFX") must adopt a resolution determining that such property interests are reasonably necessary to fulfill the agency's purpose, as established by the Florida Legislature in Ch. 348, Part III, to construct, maintain, operate, and own the Central Florida Expressway System.

The attached Resolution of the Central Florida Expressway Authority Declaring Property as Necessary for the Expressway System ("Resolution of Necessity") satisfies this requirement as to the property interests identified as Parcels 534-244, 534-267, 534-268, 534-269A-E, 534-271, 534-272, 534-273, 534-274, 534-770A-B, 534-776A-B, 534-866, 534-868, 534-870, and 534-877 (the "Subject Parcels"), which are necessary to complete the State Road 534 Project and related expressway facilities.

The Right of Way Committee recommended the Governing Board's approval of the Resolution of Necessity at its July 23, 2025, meeting.

REQUEST

Board approval and adoption of the attached Resolution of the Central Florida Expressway Authority Declaring Property as Necessary for the Expressway System for Expressway System Project: State Road 534 Project, Segment 534-244, Parcels 534-244, 534-267, 534-268, 534-269A-E, 534-271, 534-272, 534-273, 534-274, 534-770A-B, 534-776A-B, 534-866, 534-868, 534-870, and 534-877, is requested.

ATTACHMENTS

A. Memorandum to the Governing Board from Christopher R. Skambis, Esq., Right of Way Counsel, including Map of the Subject Parcels, Resolution of Necessity, Legal Descriptions of the Parcels, and associated Easement Term Sheets.

Legal Counsel.

DINSMORE & SHOHL LLP
Two Landmark Center, Suite 600, 225 East Robinson Street
Orlando, FL 32801
www.dinsmore.com

Chip R. Skambis
(407) 377-6177 (direct) · 407-423-2016 (fax)
Chip.Skambis@dinsmore.com
CorrespondenceTag

Dinsmore

MEMORANDUM

TO: CFX Board Members

FROM: Christopher R. Skambis, Esq.
Right-of-Way Counsel
Dinsmore & Shohl, LLP

DATE: July 17, 2025

RE: Resolution of the Central Florida Expressway Authority ("CFX") Declaring Property as Necessary for Acquisition for the Expressway System
Project: State Road 534, Segment 534-244
Parcel Nos.: 534-244, 534-267, 534-268, 534-269A-E, 534-271, 534-272, 534-273, 534-274, 534-770A-B, 534-776A-B, 534-866, 534-868, 534-870, 534-877

BACKGROUND AND DESCRIPTION

As part of the right-of-way acquisition required for the State Road 534 Project (the "Project"), CFX needs to acquire right-of-way and property described and depicted in the exhibits attached hereto (collectively, the "Parcels"). A map identifying the location of the necessary parcels is attached as **Exhibit "A"**.

On July 23, 2025, the CFX Right of Way Committee voted to recommend the Board approve the following Resolution of the Central Florida Expressway Authority Declaring Property as Necessary for Acquisition for the Expressway System (the "Resolution"), included here as **Exhibit "B"**, along with the companion Attachment "A" (included here as **Exhibit "C"**) containing the legal descriptions describing the land CFX necessarily must acquire or encumber, as well as the term sheets for those encumbrances. **Exhibits D, E, & F** also separately contain the term sheets for the easements CFX finds necessary to acquire. 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 and companion Attachment "A" for acquisition of real property interests for State Road 534, Segment 534-244, subject to any minor

Legal Counsel.

DINSMORE & SHOHL LLP
Two Landmark Center, Suite 600, 225 East Robinson Street
Orlando, FL 32801
www.dinsmore.com

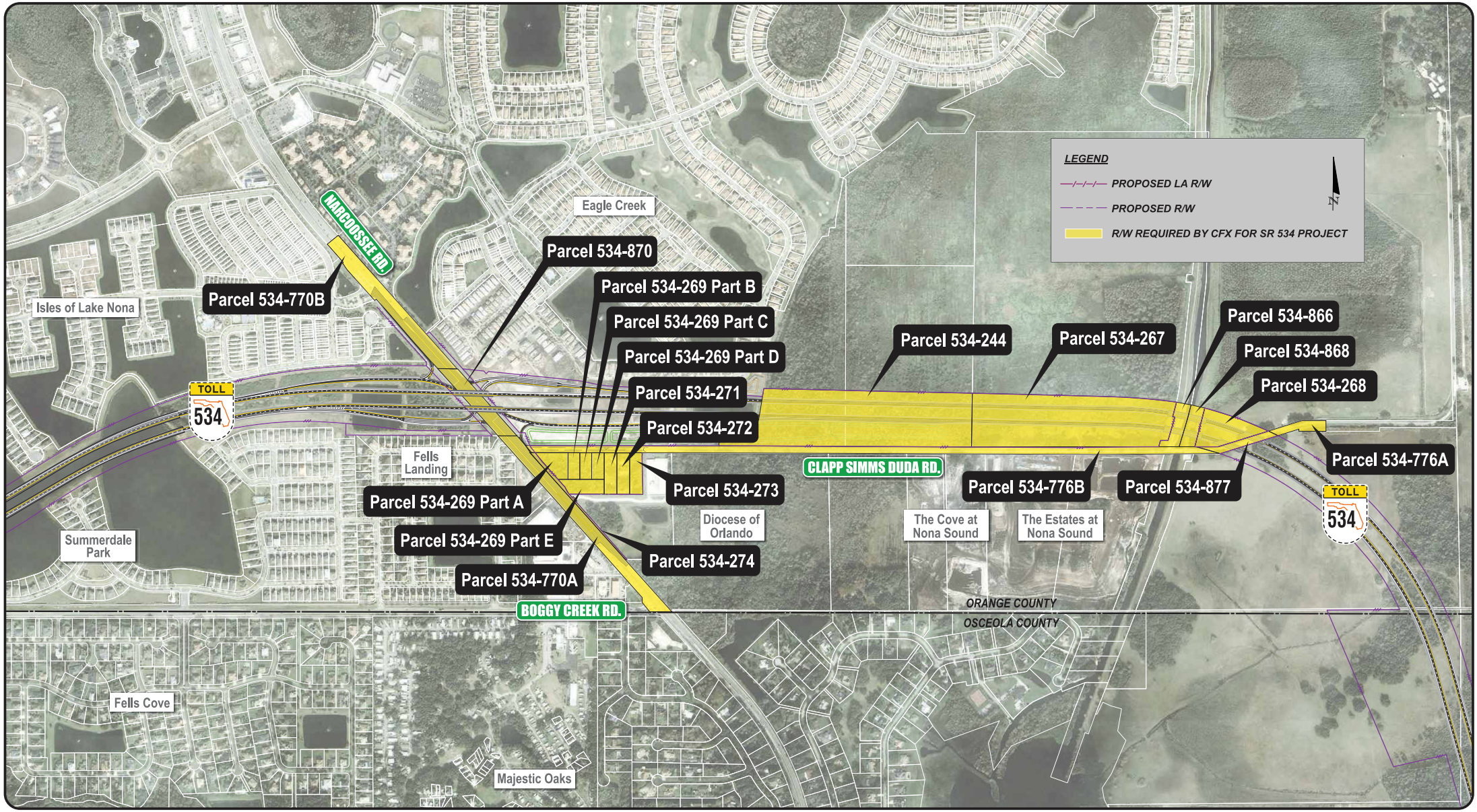
Chip R. Skambis
(407) 377-6177 (direct) · 407-423-2016 (fax)
Chip.Skambis@dinsmore.com
CorrespondenceTag

modifications or revisions approved by CFX's General Counsel and general engineering consultant.

ATTACHMENTS

A. Map of Parcels
B. The Resolution
C. Legal Descriptions of Parcels
D. Temporary Construction Easement Term Sheet
E. Slope and Construction Easement Term Sheet
F. Perpetual Air Rights and Access Easement Term Sheet

Exhibit “A”



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Projects 534-243 & 534-244: Parcels 534-244, 534-268, 534-267, 534-269 A, B, C, D, & E, 534-271, 534-272, 534-273, 534-274, 534-770 A & B, 534-776 A & B, 534-866, 534-868, 534-870, & 534-877

Exhibit “B”

Resolution No. 2025-_____
Project No. 534-244
Parcel Nos. 534-244, 534-267, 534-268, 534-269A-E, 534-271, 534-272, 534-273, 534-274, 534-770A-B, 534-776A-B, 534-866, 534-868, 534-870, 534-877

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, 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 534 Project Segment 534-244, 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, the legal descriptions with the property interest sought being attached hereto as **Attachment "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 **Attachment "A"** attached hereto be acquired in the name of CFX by gift, devise, eminent domain proceedings, or otherwise over and upon those

Resolution No. 2025-_____
Project No. 534-244
Parcel Nos. 534-244, 534-267, 534-268, 534-269A-E, 534-271, 534-272, 534-273, 534-274, 534-770A-B, 534-776A-B, 534-866, 534-868, 534-870, 534-877

certain parcels or tracts of land, situation, lying and being in Orange County hereto as described in **Attachment "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 **Attachment "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. 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, Esq.
Right-of-Way Counsel

Exhibit “C”
/
Resolution Attachment “A”

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 534 (OSCEOLA PARKWAY EXTENSION)
PROJECT NO. 534-244
PARCEL NO. 534-244

PURPOSE: ORANGE COUNTY CONSERVATION AND ACCESS EASEMENT PARCELS 4 & 5 PARTIAL RELEASE

LEGAL DESCRIPTION:

A parcel of land lying in the southeast quarter of Section 32 and the southwest quarter of Section 33, Township 24 South, Range 31 East, Orange County, Florida, being a portion of Orange County Conservation and Access Easement Parcels 4 and 5 as recorded in Document Number 20210491997 of the Public Records of Orange County, Florida, being more particularly described as follows:

Commence at a found 5-inch by 5-inch concrete monument with nail and no identification, marking the southwest corner of the southwest quarter of Section 33, Township 24 South, Range 31 East, Orange County, Florida; thence run North 00°59'06" West along the west line of said southwest quarter a distance of 1389.04 feet to a point of intersection with the southerly boundary of Orange County Conservation and Access Easement Parcel 5 as recorded in Document Number 20210491997 of the Public Records of Orange County, Florida, for a POINT OF BEGINNING; thence departing said westerly line run North 89°52'47" West along said southerly boundary a distance of 6.56 feet; thence North 89°48'00" West and continue along said southerly boundary a distance of 875.26 feet to the southwest corner of said Orange County Conservation and Access Easement Parcel 5; thence run the following eight (8) courses along the westerly boundary of said Conservation and Access Easement Parcel 5: run North 49°14'30" West a distance of 25.69 feet; thence North 48°55'08" East a distance of 85.37 feet; thence North 68°01'38" East a distance of 75.30 feet; thence North 60°20'53" East a distance of 75.27 feet; thence North 48°05'07" East a distance of 151.18 feet; thence North 10°30'19" East a distance of 80.61 feet; thence North 09°29'36" East a distance of 143.50 feet to the southeast corner of Lot 348 of Eagle Creek Village J & K, Phase 2B1 according to the plat thereof as recorded in Plat Book 111, pages 1 through 5 of the Public Records of Orange County, Florida; thence continue North 09°29'36" East along said westerly boundary and along the easterly boundary of said Lot 348 a distance of 13.19 feet; thence North 08°54'08" East and continue along said boundary a distance of 8.14 feet; thence departing said boundary run South 88°23'59" East a distance of 693.11 feet to a point on the westerly boundary of Tract C-4 of Eagle Creek Village I according to the plat thereof as recorded in Plat Book 104, pages 131 through 146 of the Public Records of Orange County, Florida; thence South 88°33'50" East a distance of 1069.20 feet to a point on the easterly boundary of said Tract C-4 and Orange County Conservation and Access Easement Parcel 4 as recorded in Document Number 20210491997 of the Public Records of Orange County, Florida; thence run South 00°53'00" West along said easterly boundary a distance of 444.32 feet to the southeast corner of said Conservation and Access Easement Parcel 4; thence North 89°41'56" West along the southerly boundary of said Conservation and Access Easement Parcel 4 a distance of 1171.62 feet to the southwest corner of said Conservation and Access Easement Parcel 4; thence run North 89°52'47" West along the aforesaid southerly boundary of said Conservation and Access Easement Parcel 5 a distance of 35.87 feet to the POINT OF BEGINNING.

Containing a total of 19.880 acres, more or less.

NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT, DERIVING A BEARING OF NORTH 00°59'06" WEST ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 24 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA.
3. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY CHRISTOPHER J. LEFTAKIS ON JUNE 17, 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 HEREIN REFER TO THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
6. THIS SKETCH OF DESCRIPTION WAS PREPARED WITH THE BENEFIT OF AN ALTA COMMITMENT FOR TITLE INSURANCE PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY, AS TO COMMITMENT NO. 110037936, EFFECTIVE DATE OF AUGUST 02, 2023 AT 8:00 A.M.
7. THIS SKETCH IS NOT A SURVEY. ALL DATA DEPICTED AS FIELD (F) WAS PROVIDED BY OTHERS.

SEE SHEETS 2 & 3 FOR SKETCH OF DESCRIPTION

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:

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	JUNE 10, 2025
DRAWN BY	P. MCANALLY
CHECKED BY	J. CAMPBELL
GEODATA PROJECT NO.	D08-01

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 534 (OSCEOLA PARKWAY EXTENSION)
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL
534-244

SCALE: N/A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 534 (OSCEOLA PARKWAY EXTENSION)
PROJECT NO. 534-244
PARCEL NO. 534-244

PURPOSE: ORANGE COUNTY CONSERVATION AND ACCESS EASEMENT PARCELS 4 & 5 PARTIAL RELEASE

LEGAL DESCRIPTION:

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Containing a total of 19.880 acres, more or less.

NOTES:

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2. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT, DERIVING A BEARING OF NORTH 00°59'06" WEST ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 24 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA.
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SURVEYOR'S CERTIFICATION

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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=Unaffiliated, dnQualifier=A01410D000001965E2A7E2A000761DD, cn=Christopher J Leftakis
Date: 2025.06.17 12:56:01 -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 2 & 3 FOR SKETCH OF DESCRIPTION

DATE	JUNE 10, 2025
DRAWN BY	P. MCANALLY
CHECKED BY	J. CAMPBELL
GEODATA PROJECT NO.	008-01

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

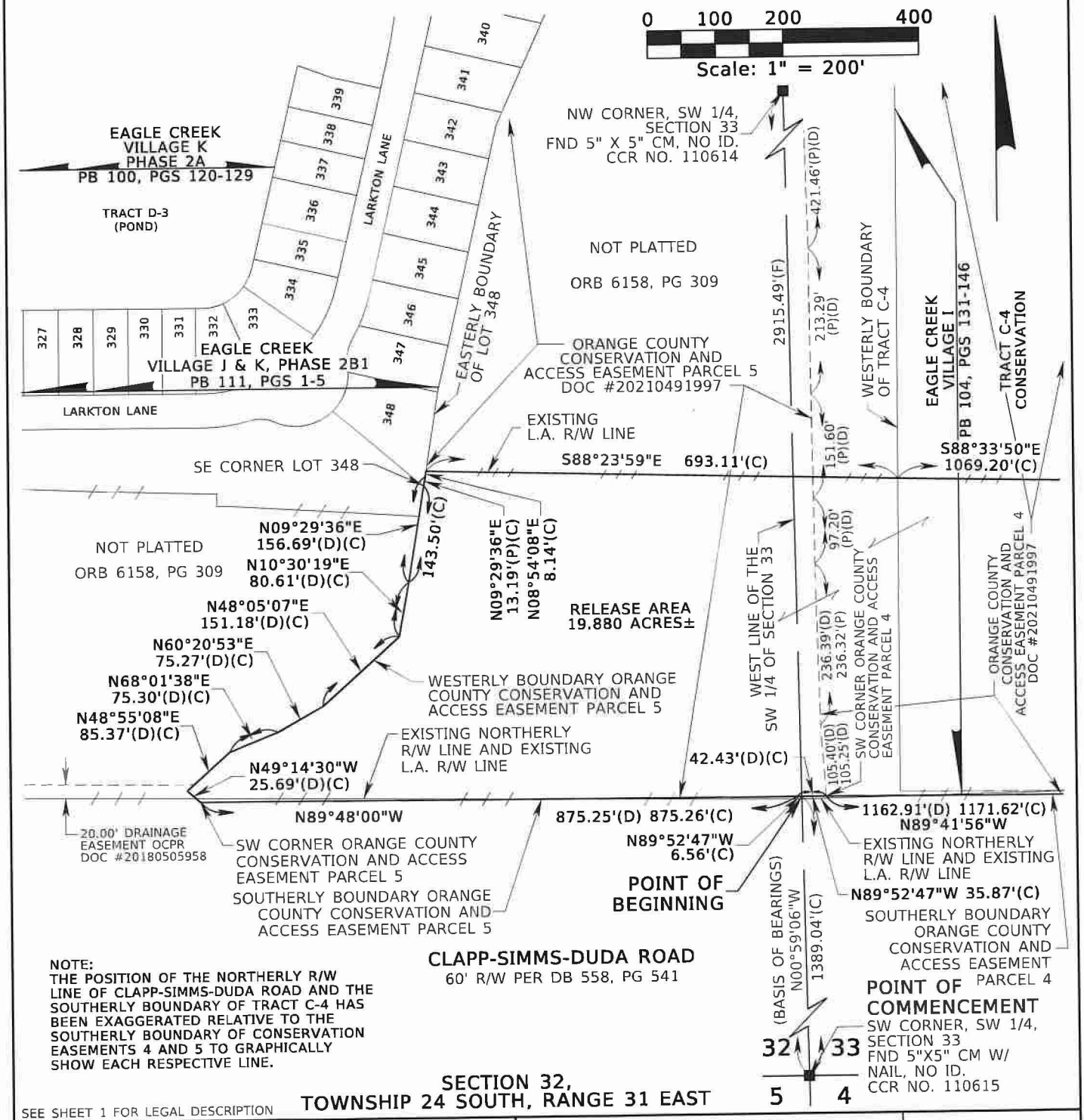
SKETCH OF DESCRIPTION
(THIS IS NOT A BOUNDARY SURVEY)

SR 534 (OSCEOLA PARKWAY EXTENSION)
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL
534-244

SCALE: N/A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 534 (OSCEOLA PARKWAY EXTENSION)
PROJECT NO. 534-244
PARCEL NO. 534-244



NOTE:
THE POSITION OF THE NORTHERLY R/W LINE OF CLAPP-SIMMS-DUDA ROAD AND THE SOUTHERLY BOUNDARY OF TRACT C-4 HAS BEEN EXAGGERATED RELATIVE TO THE SOUTHERLY BOUNDARY OF CONSERVATION EASEMENTS 4 AND 5 TO GRAPHICALLY SHOW EACH RESPECTIVE LINE.

SECTION 32,
TOWNSHIP 24 SOUTH, RANGE 31 EAST

SEE SHEET 1 FOR LEGAL DESCRIPTION

DATE	JUNE 10, 2025
DRAWN BY	P. MCANALLY
CHECKED BY	J. CAMPBELL
GEODATA PROJECT NO.	D08-01

REVISION	BY	DATE

GEODATA CONSULTANTS, INC.
SURVEYING & MAPPING
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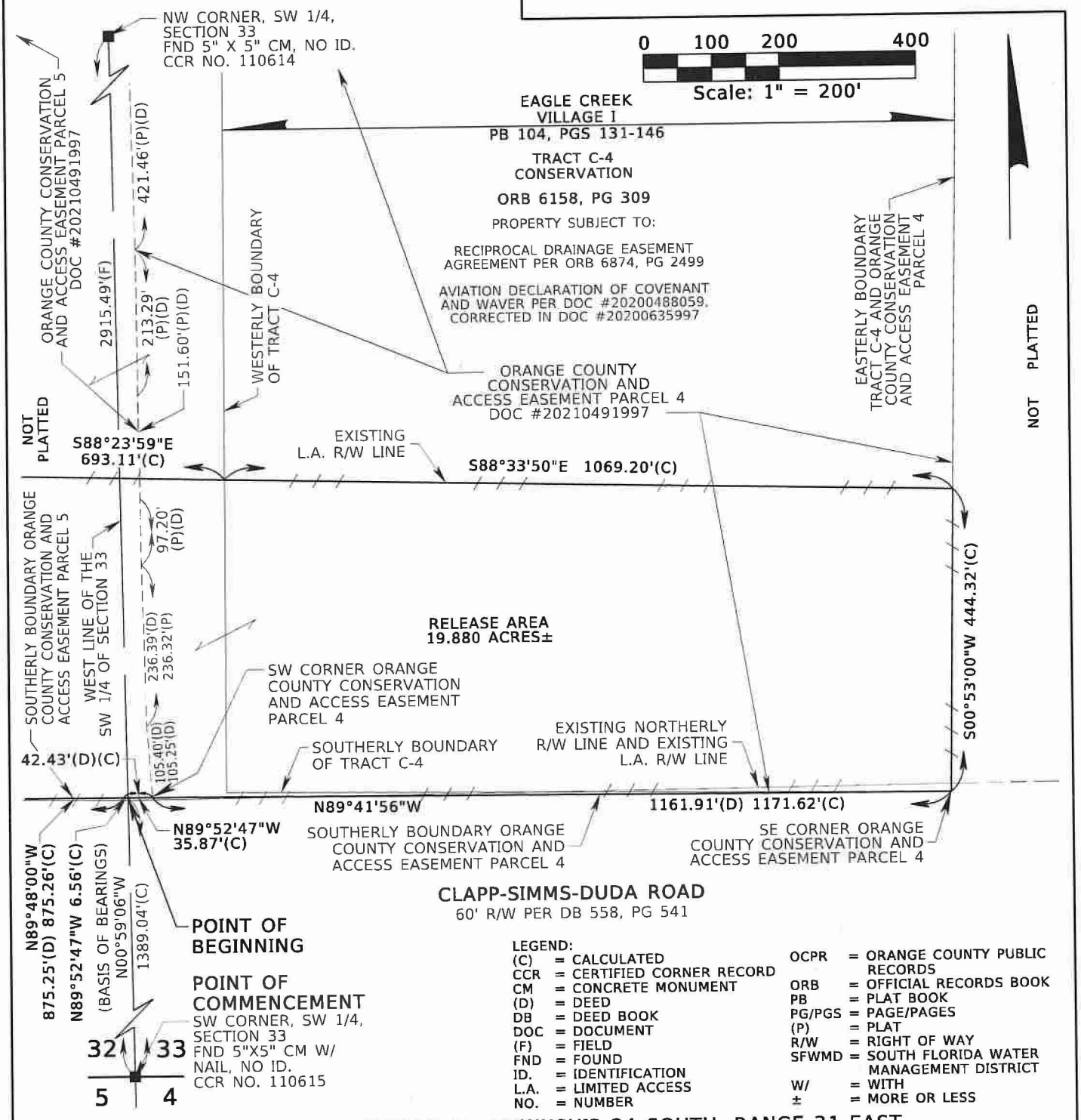
SR 534 (OSCEOLA PARKWAY EXTENSION)
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL
534-244

SCALE: 1"=200'

SHEET 2 OF 3

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 534 (OSCEOLA PARKWAY EXTENSION)
PROJECT NO. 534-244
PARCEL NO. 534-244



LEGEND:

(C)	= CALCULATED	OCPR	= ORANGE COUNTY PUBLIC RECORDS
CCR	= CERTIFIED CORNER RECORD	ORB	= OFFICIAL RECORDS BOOK
CM	= CONCRETE MONUMENT	PB	= PLAT BOOK
(D)	= DEED	PG/PGS	= PAGE/PAGES
DB	= DEED BOOK	(P)	= PLAT
DOC	= DOCUMENT	R/W	= RIGHT OF WAY
(F)	= FIELD	SFWMD	= SOUTH FLORIDA WATER MANAGEMENT DISTRICT
FND	= FOUND	W/	= WITH
ID.	= IDENTIFICATION	±	= MORE OR LESS
L.A.	= LIMITED ACCESS		
NO.	= NUMBER		

SEE SHEET 1 FOR LEGAL DESCRIPTION

SECTION 33, TOWNSHIP 24 SOUTH, RANGE 31 EAST

DATE	JUNE 10, 2025
DRAWN BY	P. MCANALLY
CHECKED BY	J. CAMPBELL
GEODATA PROJECT NO.	D08-01

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 534 (OSCEOLA PARKWAY EXTENSION)
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL
534-244

SCALE: 1"=200'

SHEET 3 OF 3

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 534 (OSCEOLA PARKWAY EXTENSION)
PROJECT NO. 534-244
PARCEL NO. 534-267
PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:

A parcel of land lying in the Southwest quarter of Section 33, Township 24 South, Range 31 East, Orange County, Florida, being a portion of the Mitigation Area parcel described and recorded in Official Records Book 5046, page 3158 of the Public Records of Orange County, Florida, being more particularly described as follows:

Commence at a found 5-inch by 5-inch concrete monument with nail and no identification marking the Southwest corner of the Southwest quarter of Section 33, Township 24 South, Range 31 East, Orange County, Florida; thence run North 00°59'06" West along the West line of said Southwest quarter a distance of 1388.83 feet to a point on the existing Northerly Right of Way line of Clapp Simms Duda Road as recorded in Deed Book 649, pages 124 through 126 of the Public Records of Orange County, Florida, and shown on Central Florida Expressway Authority Right of Way Control Survey Map for State Road 534, Project Number 534-243, Segment 3; thence departing said West line run South 89°36'41" East along said existing Northerly Right of Way line a distance of 0.64 feet; thence South 89°55'42" East and continue along said existing Northerly Right of Way line a distance of 1206.90 feet to a point on the Easterly boundary of Tract C-4 of Eagle Creek Village I according to the plat thereof as recorded in Plat Book 104, pages 131 through 146 of the Public Records of Orange County, Florida, for a POINT OF BEGINNING; thence departing said existing Northerly Right of Way line run North 00°53'00" East along said Easterly boundary of Tract C-4 a distance of 439.81 feet; thence departing said Easterly boundary run South 88°34'53" East a distance of 1271.01 feet to the point of curvature of a curve concave Southerly, having a radius of 3030.00 feet, a chord bearing of South 84°18'27" East and a chord distance of 451.62 feet; thence run Easterly along the arc of said curve through a central angle of 08°32'52" a distance of 452.04 feet to a point on the Easterly boundary of that certain parcel of land described and recorded in Official Records Book 5046, page 3158 of the Public Records of Orange County, Florida, being a point on a non-tangent curve concave Westerly having a radius of 1875.00 feet and a chord bearing of South 14°55'36" West and a chord distance of 114.96 feet; thence run the following five (5) courses along the Easterly boundary of said parcel: from a tangent bearing of South 13°10'12" West run Southerly along the arc of said curve through a central angle of 03°30'48" a distance of 114.98 feet to the end of said curve; thence run South 73°19'00" East a distance of 20.00 feet; thence South 16°41'00" West a distance of 205.00 feet; thence North 89°55'38" West a distance of 62.61 feet; thence South 16°41'00" West a distance of 54.66 feet to a point on the aforesaid existing Northerly Right of Way line of Clapp Simms Duda Road; thence North 89°55'42" West along said existing Northerly right of way line a distance of 1579.19 feet to the POINT OF BEGINNING.

Containing a total of 16.098 acres, more or less.

Together with all rights of ingress, egress, light, air and view to, from or across any State Road 534 Right of Way property which may otherwise accrue to any property adjoining said Right of Way.

NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT, DERIVING A BEARING OF NORTH 00°59'06" WEST ALONG THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 24 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA.
3. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY CHRISTOPHER J. LEFTAKIS ON MAY 14, 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 ORANGE COUNTY, FLORIDA, UNLESS OTHERWISE NOTED.
6. THIS SKETCH OF DESCRIPTION WAS PREPARED WITH THE BENEFIT OF A PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION AS TO FILE NO. 33247-534-267, EFFECTIVE DATE OF AUGUST 22, 2024 AT 8:00 A.M.
7. THIS SKETCH IS NOT A SURVEY. ALL DATA DEPICTED AS FIELD (F) WAS PROVIDED BY OTHERS.

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=A01410D000001812054F18100022F25, cn=Christopher J Leftakis
Date: 2025.05.14 17:32:46 -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 SHEET 2 FOR SKETCH OF DESCRIPTION

DATE	DECEMBER 12, 2024
DRAWN BY	P. MCANALLY
CHECKED BY	J. CAMPBELL
GEODATA PROJECT NO.	D08-01

SEE SHEET 2	J. CAMPBELL	05/12/2025
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

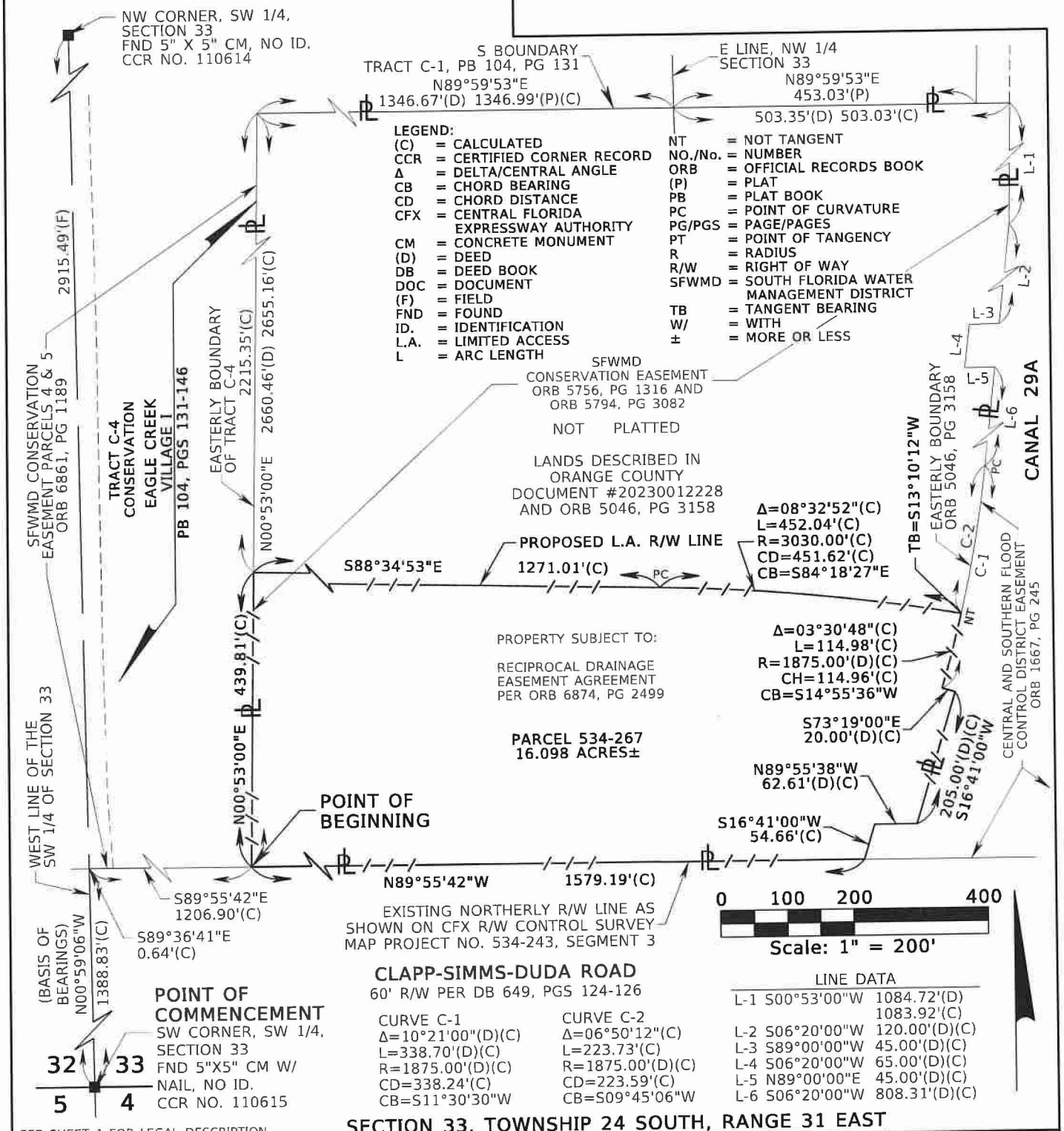
SKETCH OF DESCRIPTION
(THIS IS NOT A BOUNDARY SURVEY)

SR 534 (OSCEOLA PARKWAY EXTENSION)
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL 534-267

SCALE: N/A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 534 (OSCEOLA PARKWAY EXTENSION)
PROJECT NO. 534-244
PARCEL NO. 534-267



SEE SHEET 1 FOR LEGAL DESCRIPTION

SECTION 33, TOWNSHIP 24 SOUTH, RANGE 31 EAST

DATE	DECEMBER 12, 2024
DRAWN BY	P. MCANALLY
CHECKED BY	J. CAMPBELL
GEODATA PROJECT NO.	D08-01

REVISION	BY	DATE
ADD PARENT TRACT DATA, EASEMENT NOTE REV. PARCEL LINE SYMB.	J. CAMPBELL	05/12/2025

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 534 (OSCEOLA PARKWAY EXTENSION)
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL 534-267

SCALE: 1"=200'

SHEET 2 OF 2

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 534 (OSCEOLA PARKWAY EXTENSION)
PROJECT NO. 534-244
PARCEL NO. 534-268
PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:

A parcel of land in the Northwest 1/4 of the Southeast 1/4 and the Southwest 1/4 of the Southeast 1/4 of Section 33, Township 24 South, Range 31 East, Orange County, Florida, being a portion of the lands described in Official Records Book 8642, Page 4932 of the Public Records of Orange County, Florida, being more particularly described as follows:

Commence at a found 5-inch by 5-inch concrete monument with no identification marking the Southwest corner of the Southeast 1/4 of Section 33, Township 24 South, Range 31 East, Orange County, Florida; thence run North 00°59'43" West along the West line of the Southwest 1/4 of said Southeast 1/4, a distance of 1380.46 feet to the existing North Right of Way line of Clapp Simms Duda Road, a 60 feet wide Right of Way as described in Deed Book 649, Page 126 of said Public Records of Orange County, Florida; thence departing said West line, run South 89°55'42" East along said North Right of Way line, a distance of 421.81 feet to the Easterly line of lands described in Official Records Book 1667, Page 245 of said Public Records of Orange County, Florida for the POINT OF BEGINNING; thence departing said North Right of Way line, run along said Easterly line the following three (3) courses: thence North 16°40'56" East, a distance of 83.48 feet; thence North 89°55'42" West, a distance of 41.74 feet; thence North 16°40'56" East, a distance of 258.11 feet to a point on a non-tangent curve, concave Southwesterly, having a radius of 3030.00 feet, a chord distance of 607.84 feet and a chord bearing of South 70°41'54" East; thence departing said Easterly line, from a tangent bearing of South 76°27'18" East run Southeasterly along the arc of said curve through a central angle of 11°30'48", a distance of 608.87 feet to the existing North Right of Way line of Clapp Simms Duda Road, a 60 feet wide Right of Way as described in Deed Book 649, Page 125 of said Public Records; thence departing said curve, run South 72°41'56" West along said North Right of Way line as described in Deed Book 649, Page 125 and Deed Book 649, Page 126, a distance of 425.80 feet; thence continue along said North Right of Way line as described in Deed Book 649, Page 126, North 89°55'42" West, a distance of 223.47 feet to the POINT OF BEGINNING.

Together with all rights of ingress, egress, light, air and view to, from or across any Clapp Simms Duda Road Right of Way property which may otherwise accrue to any property adjoining said Right of Way.

Containing 2.833 acres, more or less.

NOTES:

1. THIS SKETCH OF DESCRIPTION WAS PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NUMBER 33247-534-268 DATED 08/19/2024 AT 8:00 AM.
2. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT, DERIVING A BEARING OF NORTH 00°59'43" WEST ALONG THE WEST LINE OF THE EAST 1/2 OF SECTION 33, TOWNSHIP 24 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA.
3. THIS SKETCH OF DESCRIPTION IS NOT A SURVEY. ALL DATA DEPICTED AS FIELD (F) WAS PROVIDED BY OTHERS.
4. THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.062(3).
5. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY SHEILA A. WARE, PSM NO. 5529, ON 06/04/2025 PER FAC 5J-17.062(2).

I HEREBY CERTIFY 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.

THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED BY:

Sheila A Ware 2025.06.24 15:14:59 -04'00'

SHEILA A. WARE, PSM
LICENSE NO. 5529

SHEILA A. WARE LICENSE NUMBER 5529 STATE OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

SEE SHEET 2 FOR LEGEND AND SKETCH OF DESCRIPTION
SEE SHEET 3 FOR ABBREVIATED PARENT TRACT

DATE	JUNE 04, 2025
DRAWN BY	M.ROLLINS
CHECKED BY	S.WARE
DEWBERRY PROJECT NO.	50185534

REVISION	BY	DATE

CERTIFICATION OF AUTHORIZATION NO. LB 8011
Dewberry
800 NORTH MAGNOLIA AVENUE
SUITE 1000
ORLANDO, FLORIDA 32803
(407) 843-5120

SKETCH OF DESCRIPTION
(THIS IS NOT A SURVEY)

SR 534 (OSCEOLA PARKWAY EXTENSION)
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

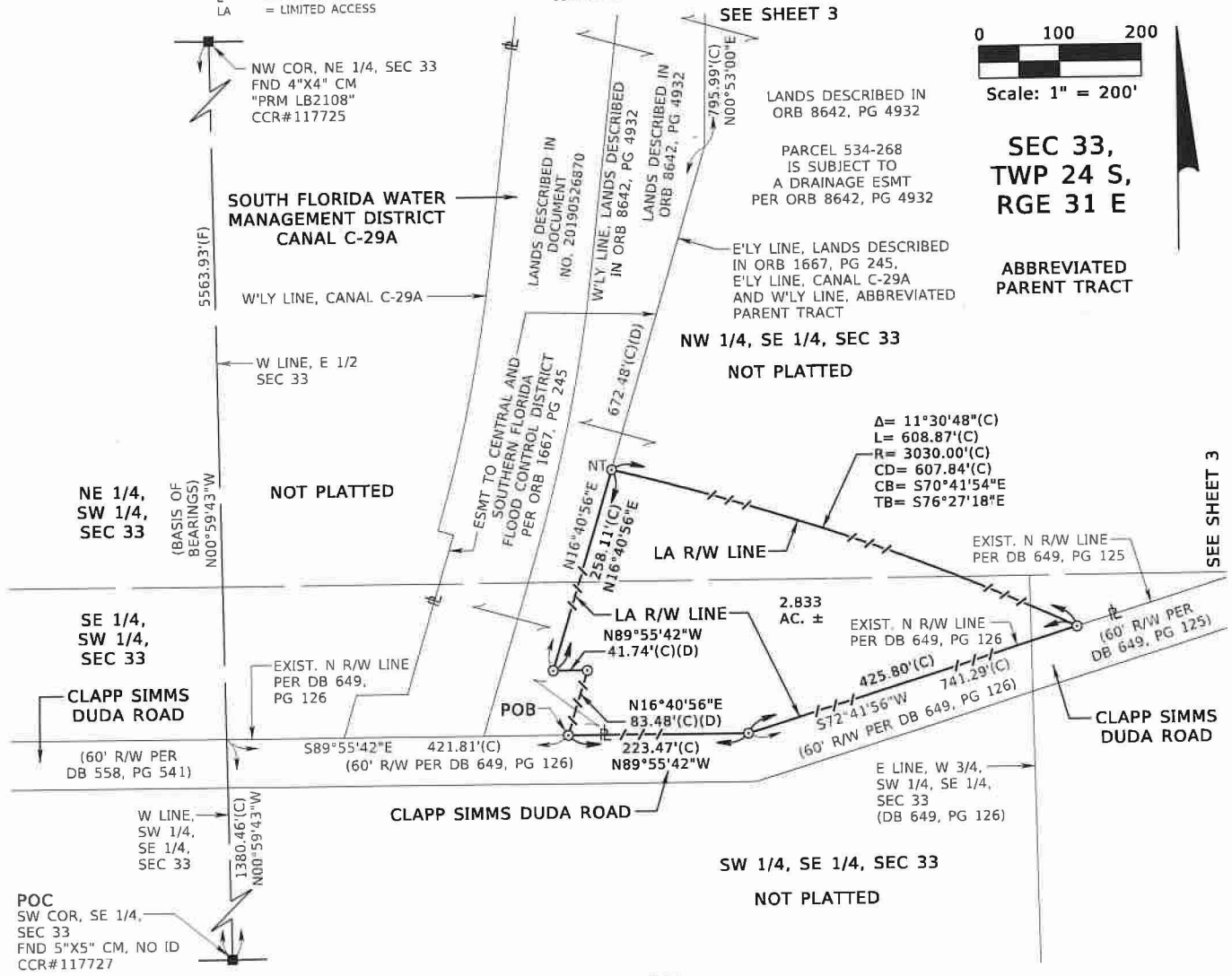
PARCEL
534-268

SCALE: N/A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 534 (OSCEOLA PARKWAY EXTENSION)
PROJECT NO. 534-244
PARCEL NO. 534-268
PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGEND & ABBREVIATIONS

AC.	= ACRES	LB	= LICENSED SURVEY BUSINESS	PROJ.	= PROJECT
(C)	= CALCULATED DATA	N/A	= NOT APPLICABLE	PSM	= PROFESSIONAL SURVEYOR AND MAPPER
CB	= CHORD BEARING	NO.	= NUMBER	PT	= POINT OF TANGENCY
CCR#	= CERTIFIED CORNER RECORD NUMBER	NT	= NON-TANGENT	R	= RADIUS
CD	= CHORD DISTANCE	OOCEA	= ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY	RGE	= RANGE
CM	= CONCRETE MONUMENT	ORB	= OFFICIAL RECORDS BOOK	R/W	= RIGHT OF WAY
CMD	= CONCRETE MONUMENT WITH DISK	OUC	= ORLANDO UTILITIES COMMISSION	SF	= SQUARE FEET
COR	= CORNER	℄	= PROPERTY LINE	SEC	= SECTION
C.I.P.	= CAPITAL IMPROVEMENT PROGRAM	(P)	= PLAT DATA	SR	= STATE ROAD
(D)	= DEED DATA	PB	= PLAT BOOK	TB	= TANGENT BEARING
DB	= DEED BOOK	PG/PGS	= PAGE / PAGES	TWP	= TOWNSHIP
E'LY	= EASTERLY	PC	= POINT OF CURVATURE	W/	= WITH
ESMT	= EASEMENT	PCC	= POINT OF COMPOUND CURVATURE	W'LY	= WESTERLY
EXIST.	= EXISTING	PI	= POINT OF INTERSECTION	Δ	= DELTA (CENTRAL ANGLE)
(F)	= FIELD DATA	POB	= POINT OF BEGINNING	=	= MORE OR LESS
FND	= FOUND	POC	= POINT OF COMMENCEMENT		= SAME PROPERTY OWNER
ID	= IDENTIFICATION	PRC	= POINT OF REVERSE CURVATURE		= CHANGE IN DIRECTION
L	= ARC LENGTH				= LIMITED ACCESS R/W LINE
LA	= LIMITED ACCESS				= R/W LINE
					= PERPETUAL EASEMENT LINE



SEE SHEET 1 FOR LEGAL DESCRIPTION, SEE SHEET 3 FOR ABBREVIATED PARENT TRACT

DATE	JUNE 04, 2025
DRAWN BY	M.ROLLINS
CHECKED BY	S.WARE
DEWBERRY PROJECT NO.	50185534

REVISION	BY	DATE

CERTIFICATION OF AUTHORIZATION NO. LB 8011

Dewberry

800 NORTH MAGNOLIA AVENUE
SUITE 1000
ORLANDO, FLORIDA 32803
(407) 843-5120

SKETCH OF DESCRIPTION
(THIS IS NOT A SURVEY)

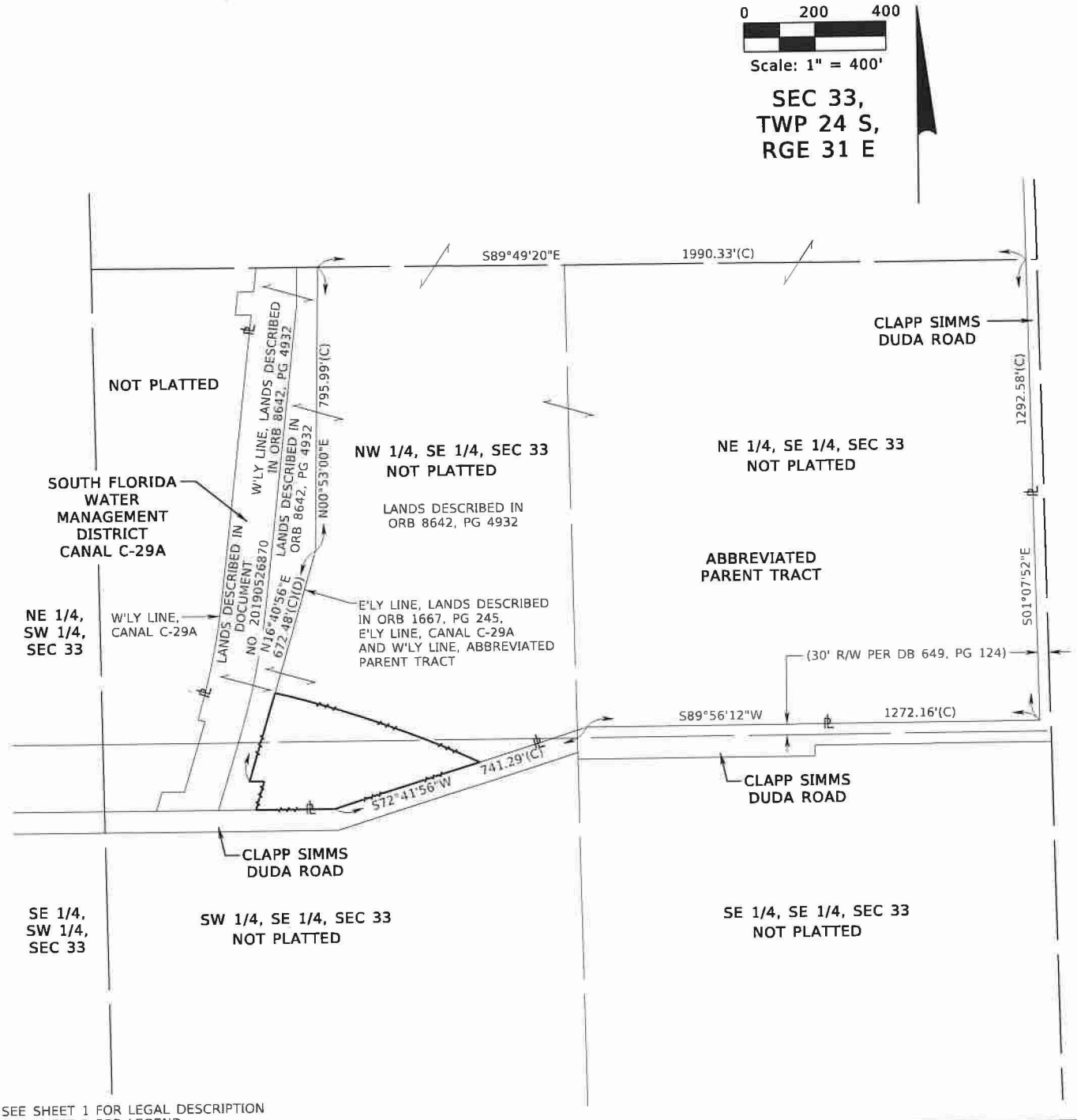
SR 534 (OSCEOLA PARKWAY EXTENSION)
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL 534-268

SCALE: 1"=200'

SHEET 2 OF 3

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 534 (OSCEOLA PARKWAY EXTENSION)
PROJECT NO. 534-244
PARCEL NO. 534-268
PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE



SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 2 FOR LEGEND

DATE	JUNE 04, 2025
DRAWN BY	M.ROLLINS
CHECKED BY	S.WARE
DEWBERRY PROJECT NO.	50115534

REVISION	BY	DATE

CERTIFICATION OF AUTHORIZATION NO. LB 8011

Dewberry

800 NORTH MAGNOLIA AVENUE
SUITE 1000
ORLANDO, FLORIDA 32803
(407) 843-5120

SKETCH OF DESCRIPTION
(THIS IS NOT A SURVEY)

SR 534 (OSCEOLA PARKWAY EXTENSION)
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL 534-268

SCALE: 1"=400'

SHEET 3 OF 3

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 534 (OSCEOLA PARKWAY EXTENSION)
PROJECT NO. 534-243
PARCEL NO. 534-269A
PURPOSE: RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:

A parcel of land lying in the Southwest 1/4 of the Southeast 1/4 of Section 32, Township 24 South, Range 31 East, Orange County, Florida, being the lands described in Official Records Book 9621, Page 2270 of the Public Records of Orange County, Florida, and being more particularly described as follows:

Commence at a found nail and disk with no identification in an asphalt box cut-out marking the Southwest corner of the Southeast 1/4 of Section 32, Township 24 South, Range 31 East, Orange County, Florida; thence run South 89°50'49" East along the South line of the Southwest 1/4 of said Southeast 1/4, a distance of 1319.39 feet to the Southeast corner of said Southwest 1/4 of the Southeast 1/4; thence run North 01°05'19" West along the East line of said Southwest 1/4 of the Southeast 1/4, a distance of 1334.30 feet to the existing South Right of Way line of Clapp Simms Duda Road, a 60 feet wide Right of Way as described in Deed Book 558, Page 541 of said Public Records; thence departing said East line, run North 89°36'41" West along said South Right of Way line, a distance of 874.81 feet to the East line of lands described in aforesaid Official Records Book 9621, Page 2270 for the POINT OF BEGINNING; thence departing said South Right of Way line, run South 01°05'19" East along said East line, a distance of 232.50 feet to the South line of said described lands; thence departing said East line, run North 89°49'30" West along said South line, a distance of 126.38 feet to the existing Northeasterly Right of Way line of County Road 15 (Narcoossee Road), a varied width Right of Way as shown on Central Florida Expressway Authority Right of Way Control Survey, Project number 534-243 dated October 17, 2024; thence departing said South line, run North 41°33'08" West along said Northeasterly Right of Way line, a distance of 313.09 feet to aforesaid South Right of Way line of Clapp Simms Duda Road; thence departing said Northeasterly Right of Way line, run South 89°36'41" East along said South Right of Way line, a distance of 329.64 feet to the POINT OF BEGINNING.

Containing 1.218 acres, more or less.

NOTES:

1. THIS SKETCH OF DESCRIPTION WAS PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NUMBER 33247-534-269 DATED 08/24/2024 AT 8:00 AM.
2. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT, DERIVING A BEARING OF SOUTH 89°50'49" EAST ALONG THE SOUTH LINE OF THE SW 1/4 OF THE SE 1/4 OF SECTION 32, TOWNSHIP 24 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA.
3. THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.062(3).
4. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY SHEILA A. WARE, PSM NO. 5529, ON 05/12/2025 PER FAC 5J-17.062(2).

I HEREBY CERTIFY 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.

THIS DOCUMENT HAS been DIGITALLY SIGNED AND SEALED BY:

Sheila A Ware 2025.05.15 11:06:23 -04'00'

SHEILA A. WARE, PSM
LICENSE NO. 5529

SHEILA A. WARE LICENSE NUMBER 5529 STATE OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

SEE SHEET 2 FOR LEGEND
SEE SHEETS 2-3 FOR SKETCH OF DESCRIPTION

DATE	MAY 12, 2025
DRAWN BY	M.ROLLINS
CHECKED BY	S.WARE
DEWBERRY PROJECT NO.	50088767

REVISION	BY	DATE

CERTIFICATION OF AUTHORIZATION NO. LB 8011
Dewberry
800 NORTH MAGNOLIA AVENUE
SUITE 1000
ORLANDO, FLORIDA 32803
(407) 843-5120

SKETCH OF DESCRIPTION
(THIS IS NOT A SURVEY)

SR 534 (OSCEOLA PARKWAY EXTENSION)
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL 534-269A

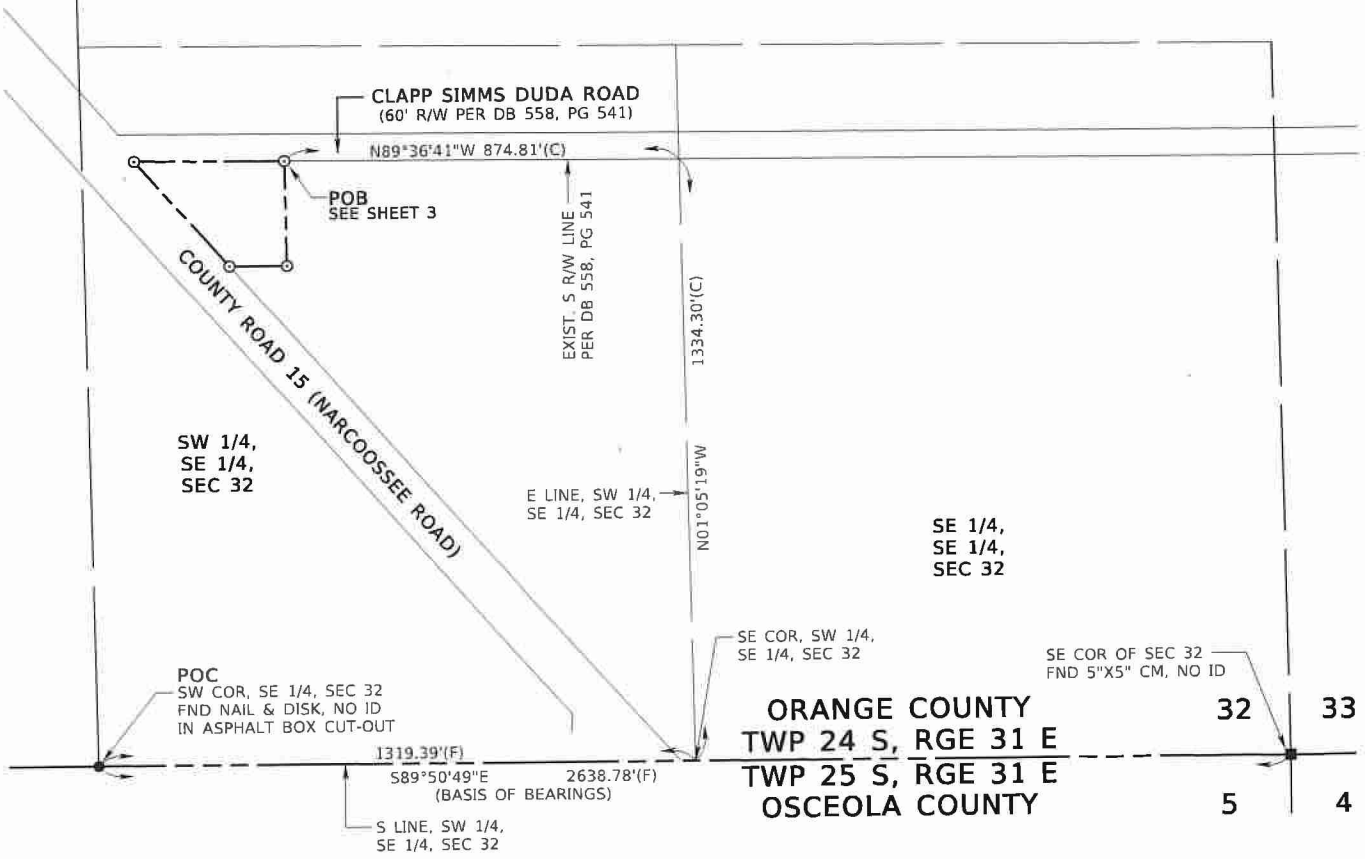
SCALE: N/A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 534 (OSCEOLA PARKWAY EXTENSION)
PROJECT NO. 534-243
PARCEL NO. 534-269A
PURPOSE: RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGEND & ABBREVIATIONS

AC	= ACRES
(C)	= CALCULATED DATA
CM	= CONCRETE MONUMENT
COR	= CORNER
(D)	= DEED DATA
DB	= DEED BOOK
ESMT	= EASEMENT
EXIST.	= EXISTING
(F)	= FIELD DATA
FND	= FOUND
ID	= IDENTIFICATION
LA	= LIMITED ACCESS
LB	= LICENSED SURVEY BUSINESS
N/A	= NOT APPLICABLE
NO.	= NUMBER
ORB	= OFFICIAL RECORDS BOOK
(P)	= PLAT DATA
PB	= PLAT BOOK
PG/PGS	= PAGE / PAGES
POB	= POINT OF BEGINNING
POC	= POINT OF COMMENCEMENT
PROJ.	= PROJECT
PSM	= PROFESSIONAL SURVEYOR AND MAPPER
RGE	= RANGE
R/W	= RIGHT OF WAY
SF	= SQUARE FEET
SEC	= SECTION
SR	= STATE ROAD
TIITF	= BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA
TWP	= TOWNSHIP
W/	= WITH
±	= MORE OR LESS
℄	= PROPERTY LINE
	= SAME PROPERTY OWNER
	= CHANGE IN DIRECTION
	= LIMITED ACCESS R/W LINE
	= R/W LINE
	= PERPETUAL EASEMENT LINE

SCALE: 1" = 400'
0 200 400



SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEETS 2-3 FOR SKETCH OF DESCRIPTION

DATE	MAY 12, 2025
DRAWN BY	M.ROLLINS
CHECKED BY	S.WARE
DEWBERRY PROJECT NO.	50088267

REVISION	BY	DATE

CERTIFICATION OF AUTHORIZATION NO. LB 8011

Dewberry

800 NORTH MAGNOLIA AVENUE
SUITE 1000
ORLANDO, FLORIDA 32803
(407) 843-5120

SKETCH OF DESCRIPTION
(THIS IS NOT A SURVEY)

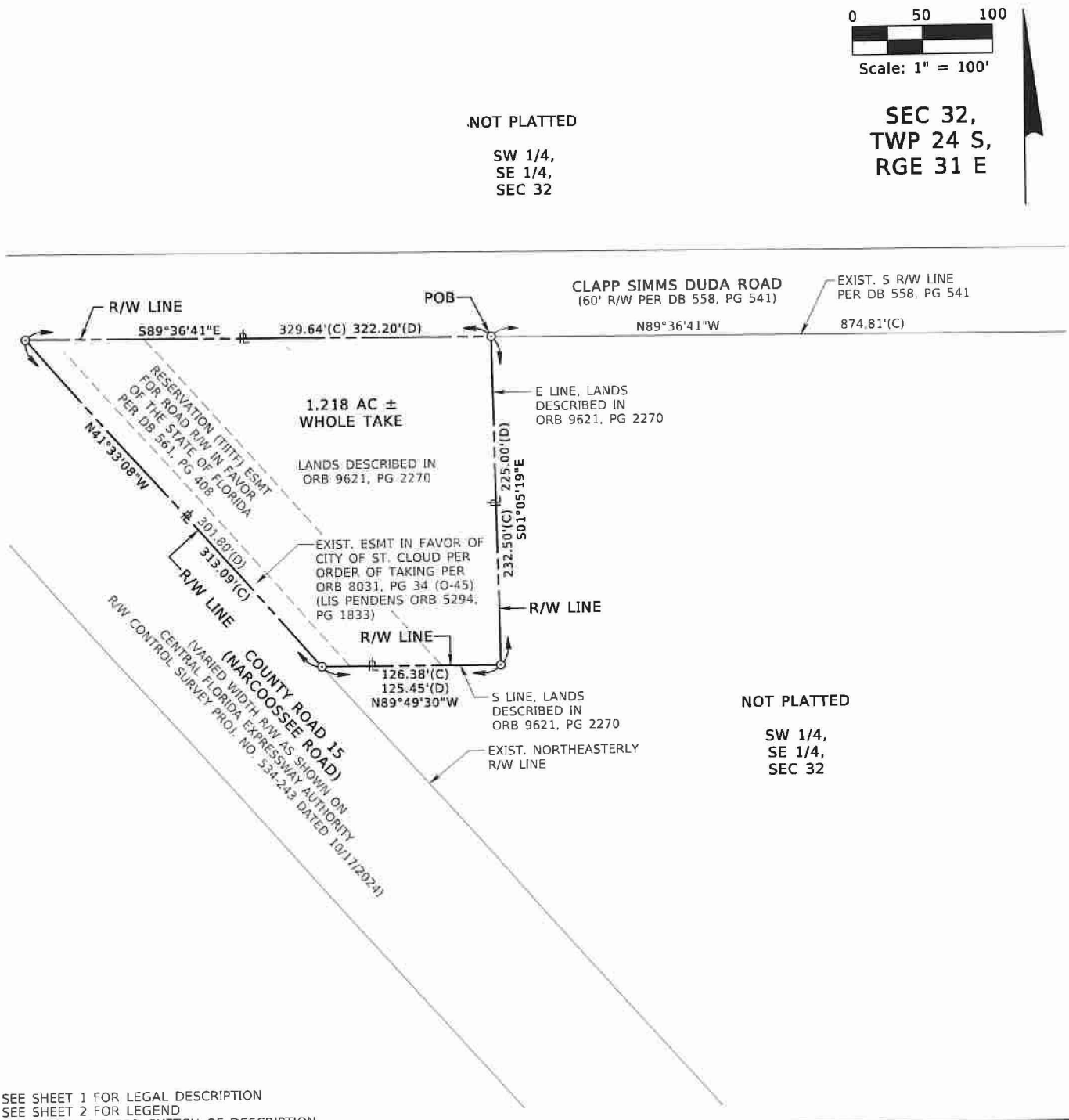
SR 534 (OSCEOLA PARKWAY EXTENSION)
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL
534-269A

SCALE: 1"=400'

SHEET 2 OF 3

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 534 (OSCEOLA PARKWAY EXTENSION)
PROJECT NO. 534-243
PARCEL NO. 534-269A
PURPOSE: RIGHT OF WAY
ESTATE: FEE SIMPLE



SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 2 FOR LEGEND
SEE SHEETS 2-3 FOR SKETCH OF DESCRIPTION

DATE	MAY 12, 2025
DRAWN BY	M.ROLLINS
CHECKED BY	S.WARE
DEWBERRY PROJECT NO.	50088267

REVISION	BY	DATE

CERTIFICATION OF AUTHORIZATION NO. LB 8011

Dewberry

800 NORTH MAGNOLIA AVENUE
SUITE 1000
ORLANDO, FLORIDA 32803
(407) 843-5120

SKETCH OF DESCRIPTION
(THIS IS NOT A SURVEY)

SR 534 (OSCEOLA PARKWAY EXTENSION)
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL
534-269A

SCALE: 1"=100'

SHEET 3 OF 3

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 534 (OSCEOLA PARKWAY EXTENSION)
PROJECT NO. 534-243
PARCEL NO. 534-269B
PURPOSE: RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:

A parcel of land lying in the Southwest 1/4 of the Southeast 1/4 of Section 32, Township 24 South, Range 31 East, Orange County, Florida, being the lands described in Official Records Book 9621, Page 2448 of the Public Records of Orange County, Florida, and being more particularly described as follows:

Commence at a found nail and disk with no identification in an asphalt box cut-out marking the Southwest corner of the Southeast 1/4 of Section 32, Township 24 South, Range 31 East, Orange County, Florida; thence run South 89°50'49" East along the South line of the Southwest 1/4 of said Southeast 1/4, a distance of 1319.39 feet to the Southeast corner of said Southwest 1/4 of the Southeast 1/4; thence run North 01°05'19" West along the East line of said Southwest 1/4 of the Southeast 1/4, a distance of 1334.30 feet to the existing South Right of Way line of Clapp Simms Duda Road, a 60 feet wide Right of Way as described in Deed Book 558, Page 541 of said Public Records; thence departing said East line, run North 89°36'41" West along said South Right of Way line, a distance of 774.80 feet to the East line of lands described in aforesaid Official Records Book 9621, Page 2448 for the POINT OF BEGINNING; thence departing said South Right of Way line, run South 01°05'19" East along said East line, a distance of 232.12 feet to the South line of said described lands; thence departing said East line, run North 89°49'30" West along said South line, a distance of 100.00 feet to the West line of said described lands; thence departing said South line, run North 01°05'19" West along said West line, a distance of 232.50 feet to aforesaid South Right of Way line of Clapp Simms Duda Road; thence departing said West line, run South 89°36'41" East along said South Right of Way line, a distance of 100.01 feet to the POINT OF BEGINNING.

Containing 0.533 acres, more or less.

NOTES:

1. THIS SKETCH OF DESCRIPTION WAS PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NUMBER 33247-534-269 DATED 08/24/2024 AT 8:00 AM.
2. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT, DERIVING A BEARING OF SOUTH 89°50'49" EAST ALONG THE SOUTH LINE OF THE SW 1/4 OF THE SE 1/4 OF SECTION 32, TOWNSHIP 24 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA.
3. THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.062(3).
4. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY SHEILA A. WARE, PSM NO. 5529, ON 05/12/2025 PER FAC 5J-17.062(2).

I HEREBY CERTIFY 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.

THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED BY:

Sheila A Ware 2025.05.15 11:08:34 -04'00'

SHEILA A. WARE, PSM
LICENSE NO. 5529

SHEILA A WARE LICENSE NUMBER 5529 STATE OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

SEE SHEET 2 FOR LEGEND
SEE SHEETS 2-3 FOR SKETCH OF DESCRIPTION

DATE	MAY 12, 2025
DRAWN BY	M.ROLLINS
CHECKED BY	S.WARE
DEWBERRY PROJECT NO.	50088267

REVISION	BY	DATE

CERTIFICATION OF AUTHORIZATION NO. LB 8011
Dewberry
800 NORTH MAGNOLIA AVENUE
SUITE 1000
ORLANDO, FLORIDA 32803
(407) 843-5120

SKETCH OF DESCRIPTION
(THIS IS NOT A SURVEY)

SR 534 (OSCEOLA PARKWAY EXTENSION)
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL 534-269B

SCALE: N/A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 534 (OSCEOLA PARKWAY EXTENSION)
PROJECT NO. 534-243
PARCEL NO. 534-269B
PURPOSE: RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGEND & ABBREVIATIONS

AC	= ACRES
(C)	= CALCULATED DATA
CM	= CONCRETE MONUMENT
COR	= CORNER
(D)	= DEED DATA
DB	= DEED BOOK
ESMT	= EASEMENT
EXIST.	= EXISTING
(F)	= FIELD DATA
FND	= FOUND
ID	= IDENTIFICATION
LA	= LIMITED ACCESS
LB	= LICENSED SURVEY BUSINESS
N/A	= NOT APPLICABLE
NO.	= NUMBER
ORB	= OFFICIAL RECORDS BOOK
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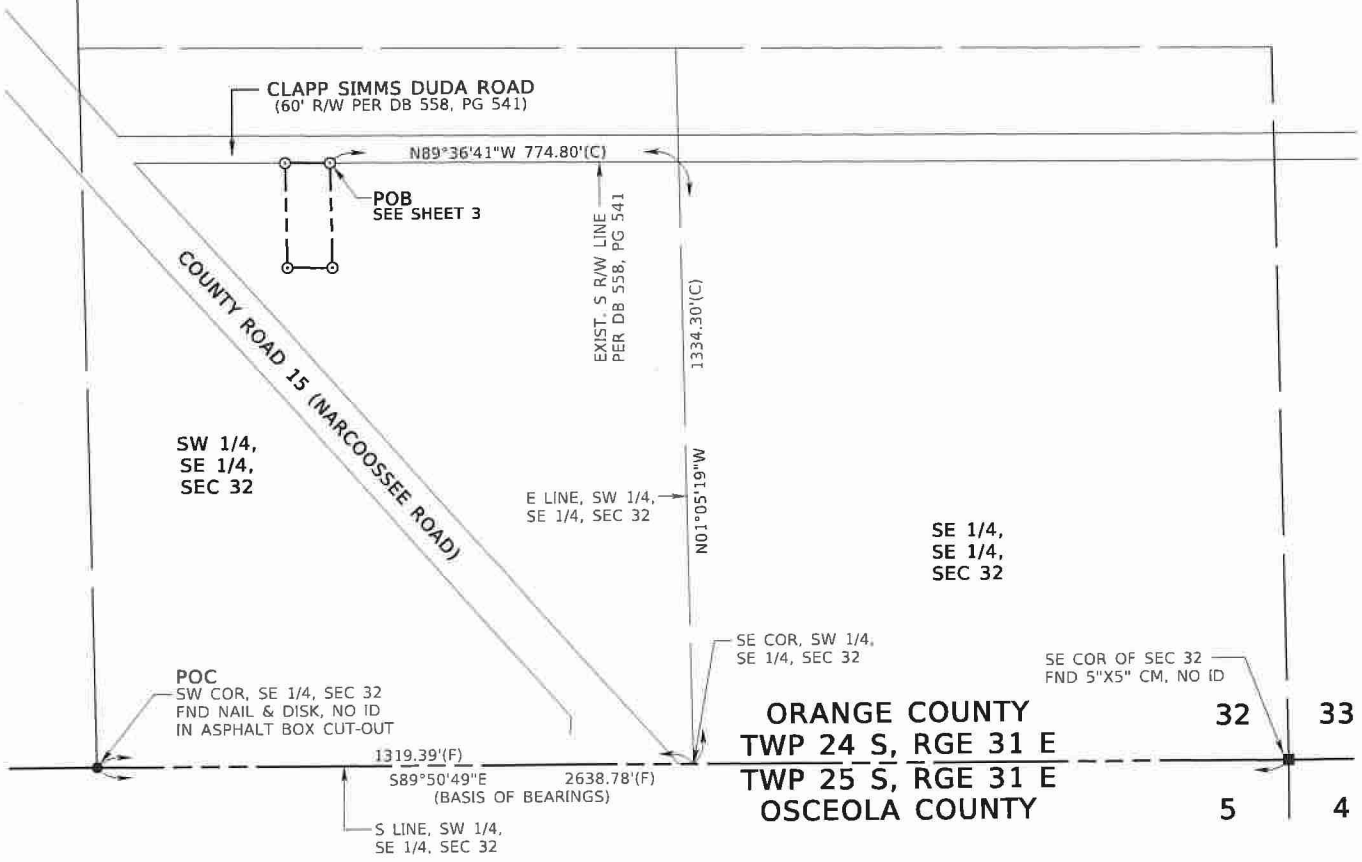
PSM	= PROFESSIONAL SURVEYOR AND MAPPER
RGE	= RANGE
R/W	= RIGHT OF WAY
SF	= SQUARE FEET
SEC	= SECTION
SR	= STATE ROAD
TIITF	= BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA
TWP	= TOWNSHIP
W/	= WITH
±	= MORE OR LESS
℄	= PROPERTY LINE
	= SAME PROPERTY OWNER
	= CHANGE IN DIRECTION
	= LIMITED ACCESS R/W LINE
	= R/W LINE
	= PERPETUAL EASEMENT LINE

SCALE: 1" = 400'
0 200 400



SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEETS 2-3 FOR SKETCH OF DESCRIPTION

DATE	MAY 12, 2025
DRAWN BY	M.ROLLINS
CHECKED BY	S.WARE
DEWBERRY PROJECT NO.	50088267

REVISION	BY	DATE

CERTIFICATION OF AUTHORIZATION NO. LB 8011

Dewberry

800 NORTH MAGNOLIA AVENUE
SUITE 1000
ORLANDO, FLORIDA 32803
(407) 843-5120

SKETCH OF DESCRIPTION
(THIS IS NOT A SURVEY)

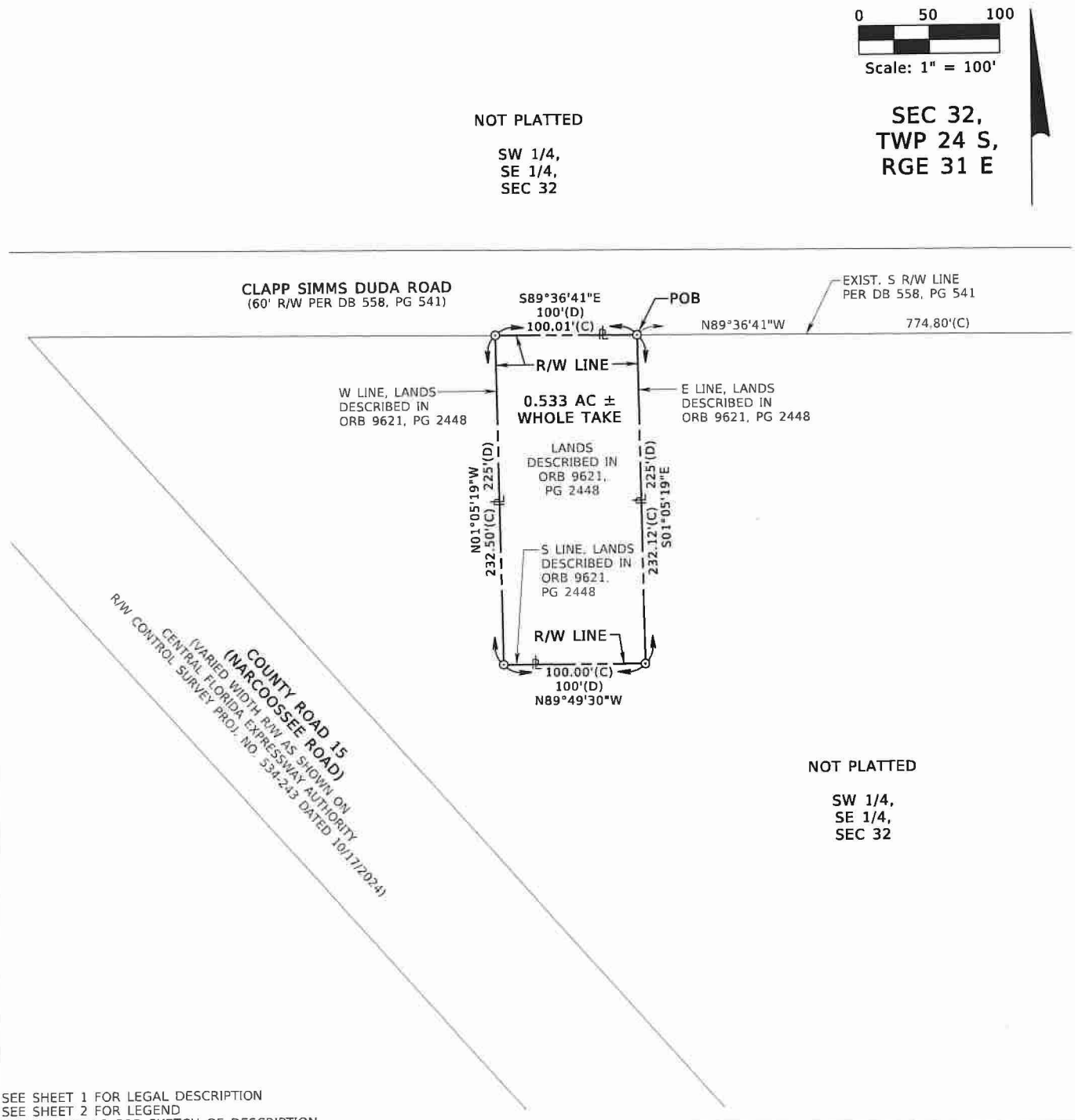
SR 534 (OSCEOLA PARKWAY EXTENSION)
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL
534-269B

SCALE: 1"=400'

SHEET 2 OF 3

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 534 (OSCEOLA PARKWAY EXTENSION)
PROJECT NO. 534-243
PARCEL NO. 534-269B
PURPOSE: RIGHT OF WAY
ESTATE: FEE SIMPLE



SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 2 FOR LEGEND
SEE SHEETS 2-3 FOR SKETCH OF DESCRIPTION

DATE	MAY 12, 2025
DRAWN BY	M.ROLLINS
CHECKED BY	S.WARE
DEWBERRY PROJECT NO.	50088267

REVISION	BY	DATE

CERTIFICATION OF AUTHORIZATION NO. LB 8011

Dewberry

800 NORTH MAGNOLIA AVENUE
SUITE 1000
ORLANDO, FLORIDA 32803
(407) 843-5120

SKETCH OF DESCRIPTION
(THIS IS NOT A SURVEY)

SR 534 (OSCEOLA PARKWAY EXTENSION)
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL
534-269B

SCALE: 1"=100'

SHEET 3 OF 3

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 534 (OSCEOLA PARKWAY EXTENSION)
PROJECT NO. 534-243
PARCEL NO. 534-269C
PURPOSE: RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:

A parcel of land lying in the Southwest 1/4 of the Southeast 1/4 of Section 32, Township 24 South, Range 31 East, Orange County, Florida, being the lands described in Official Records Book 9621, Page 2315 of the Public Records of Orange County, Florida, and being more particularly described as follows:

Commence at a found nail and disk with no identification in an asphalt box cut-out marking the Southwest corner of the Southeast 1/4 of Section 32, Township 24 South, Range 31 East, Orange County, Florida; thence run South 89°50'49" East along the South line of the Southwest 1/4 of said Southeast 1/4, a distance of 1319.39 feet to the Southeast corner of said Southwest 1/4 of the Southeast 1/4; thence run North 01°05'19" West along the East line of said Southwest 1/4 of the Southeast 1/4, a distance of 1334.30 feet to the existing South Right of Way line of Clapp Simms Duda Road, a 60 feet wide Right of Way as described in Deed Book 558, Page 541 of said Public Records; thence departing said East line, run North 89°36'41" West along said South Right of Way line, a distance of 674.79 feet to the East line of lands described in aforesaid Official Records Book 9621, Page 2315 for the POINT OF BEGINNING; thence departing said South Right of Way line, run South 01°05'19" East along said East line, a distance of 231.75 feet to the South line of said described lands; thence departing said East line, run North 89°49'30" West along said South line, a distance of 100.00 feet to the West line of said described lands; thence departing said South line, run North 01°05'19" West along said West line, a distance of 232.12 feet to aforesaid South Right of Way line of Clapp Simms Duda Road; thence departing said West line, run South 89°36'41" East along said South Right of Way line, a distance of 100.01 feet to the POINT OF BEGINNING.

Containing 0.532 acres, more or less.

NOTES:

1. THIS SKETCH OF DESCRIPTION WAS PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NUMBER 33247-534-269 DATED 08/24/2024 AT 8:00 AM.
2. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT, DERIVING A BEARING OF SOUTH 89°50'49" EAST ALONG THE SOUTH LINE OF THE SW 1/4 OF THE SE 1/4 OF SECTION 32, TOWNSHIP 24 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA.
3. THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.062(3).
4. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY SHEILA A. WARE, PSM NO. 5529, ON 05/12/2025 PER FAC 5J-17.062(2).

I HEREBY CERTIFY 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.

THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED BY:

Sheila A Ware 2025.05.15 11:09:46 -04'00'

SHEILA A. WARE, PSM
LICENSE NO. 5529

SHEILA A. WARE LICENSE NUMBER 5529 STATE OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

SEE SHEET 2 FOR LEGEND
SEE SHEETS 2-3 FOR SKETCH OF DESCRIPTION

DATE	MAY 12, 2025
DRAWN BY	M.ROLLINS
CHECKED BY	S.WARE
DEWBERRY PROJECT NO.	50088367

REVISION	BY	DATE

CERTIFICATION OF AUTHORIZATION NO. LB 8011
Dewberry
800 NORTH MAGNOLIA AVENUE
SUITE 1000
ORLANDO, FLORIDA 32803
(407) 843-5120

SKETCH OF DESCRIPTION
(THIS IS NOT A SURVEY)

SR 534 (OSCEOLA PARKWAY EXTENSION)
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL
534-269C

SCALE: N/A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 534 (OSCEOLA PARKWAY EXTENSION)
PROJECT NO. 534-243
PARCEL NO. 534-269C
PURPOSE: RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGEND & ABBREVIATIONS

AC	= ACRES
(C)	= CALCULATED DATA
CM	= CONCRETE MONUMENT
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DB	= DEED BOOK
ESMT	= EASEMENT
EXIST.	= EXISTING
(F)	= FIELD DATA
FND	= FOUND
ID	= IDENTIFICATION
LA	= LIMITED ACCESS
LB	= LICENSED SURVEY BUSINESS
N/A	= NOT APPLICABLE
NO.	= NUMBER
ORB	= OFFICIAL RECORDS BOOK
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PSM	= PROFESSIONAL SURVEYOR AND MAPPER
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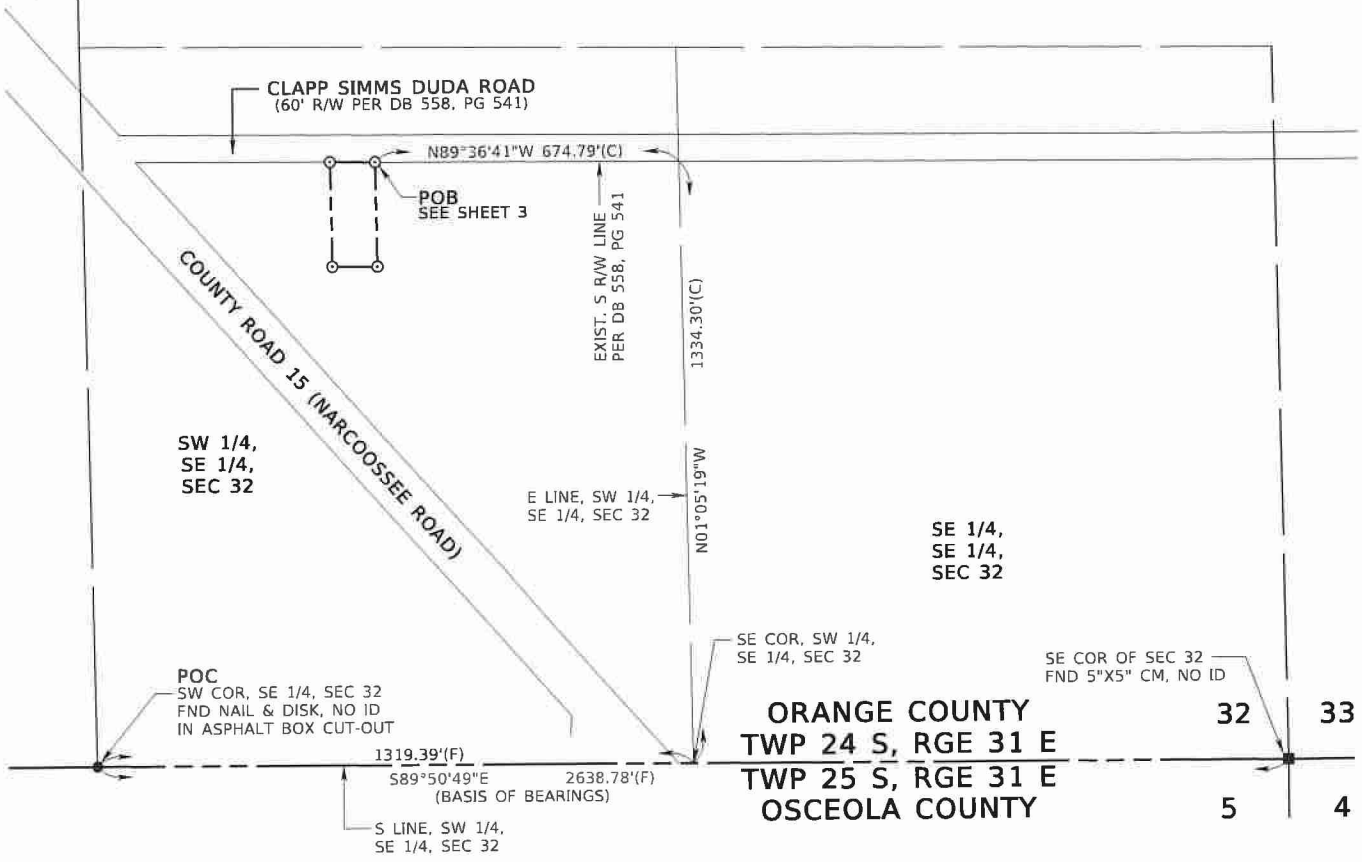
R/W	= RIGHT OF WAY
SF	= SQUARE FEET
SEC	= SECTION
SR	= STATE ROAD
TITF	= BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA
TWP	= TOWNSHIP
W/	= WITH
±	= MORE OR LESS
	= PROPERTY LINE
	= SAME PROPERTY OWNER
	= CHANGE IN DIRECTION
	= LIMITED ACCESS R/W LINE
	= R/W LINE
	= PERPETUAL EASEMENT LINE

SCALE: 1" = 400'
0 200 400



SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEETS 2-3 FOR SKETCH OF DESCRIPTION

DATE	MAY 12, 2025
DRAWN BY	M.ROLLINS
CHECKED BY	S.WARE
DEWBERRY PROJECT NO.	50088267

REVISION	BY	DATE

CERTIFICATION OF AUTHORIZATION NO. LB 8011

Dewberry

800 NORTH MAGNOLIA AVENUE
SUITE 1000
ORLANDO, FLORIDA 32803
(407) 843-5120

SKETCH OF DESCRIPTION
(THIS IS NOT A SURVEY)

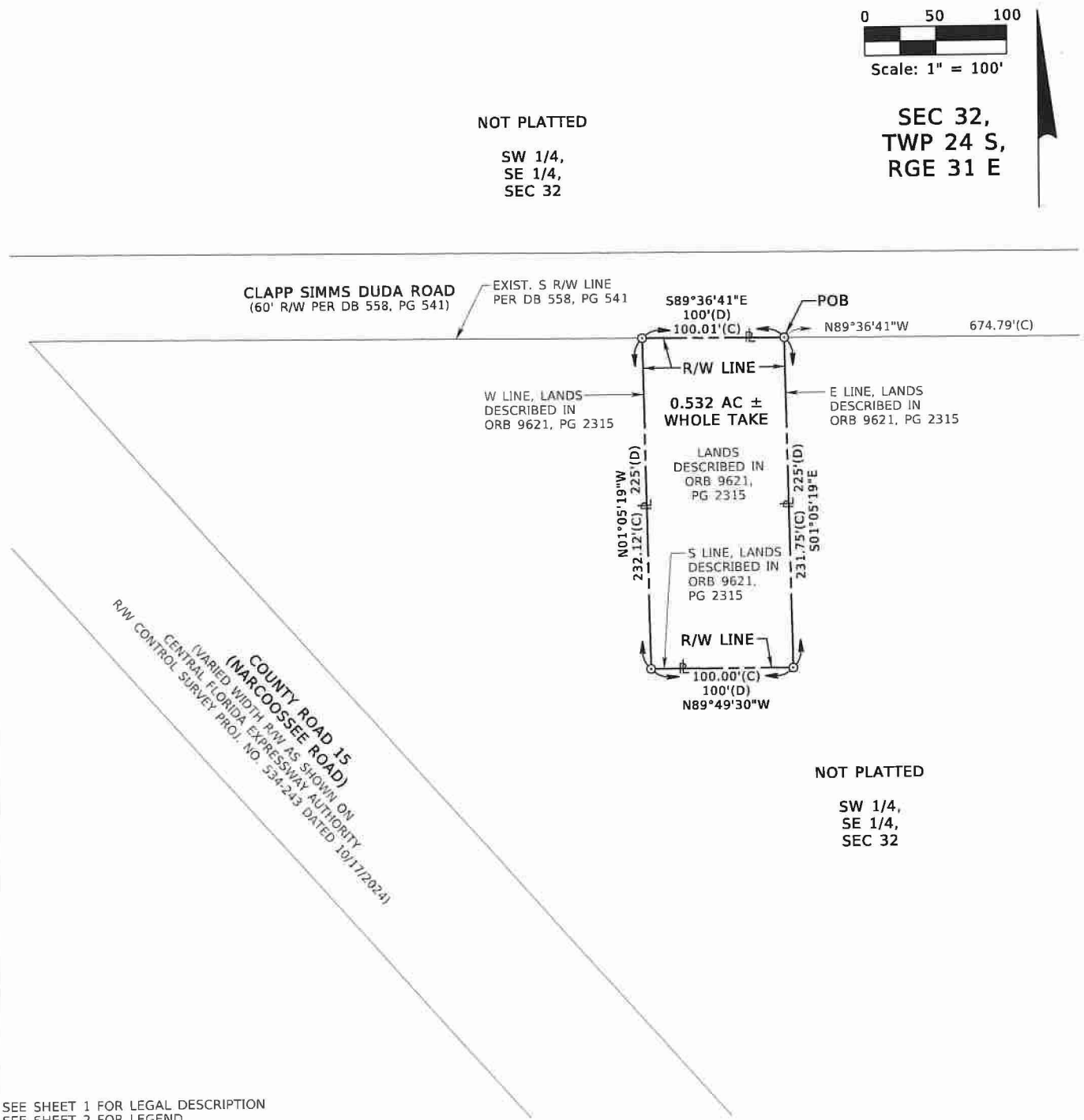
SR 534 (OSCEOLA PARKWAY EXTENSION)
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL 534-269C

SCALE: 1"=400'

SHEET 2 OF 3

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 534 (OSCEOLA PARKWAY EXTENSION)
PROJECT NO. 534-243
PARCEL NO. 534-269C
PURPOSE: RIGHT OF WAY
ESTATE: FEE SIMPLE



SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 2 FOR LEGEND
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DATE	MAY 12, 2025
DRAWN BY	M.ROLLINS
CHECKED BY	S.WARE
DEWBERRY PROJECT NO.	50088267

REVISION	BY	DATE

CERTIFICATION OF AUTHORIZATION NO. LB 8011

Dewberry

800 NORTH MAGNOLIA AVENUE
SUITE 1000
ORLANDO, FLORIDA 32803
(407) 843-5120

SKETCH OF DESCRIPTION
(THIS IS NOT A SURVEY)

SR 534 (OSCEOLA PARKWAY EXTENSION)
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL
534-269C

SCALE: 1"=100'

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 534 (OSCEOLA PARKWAY EXTENSION)
PROJECT NO. 534-243
PARCEL NO. 534-269D
PURPOSE: RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:

A parcel of land lying in the Southwest 1/4 of the Southeast 1/4 of Section 32, Township 24 South, Range 31 East, Orange County, Florida, being the lands described in Official Records Book 9621, Page 2337 of the Public Records of Orange County, Florida, and being more particularly described as follows:

Commence at a found nail and disk with no identification in an asphalt box cut-out marking the Southwest corner of the Southeast 1/4 of Section 32, Township 24 South, Range 31 East, Orange County, Florida; thence run South 89°50'49" East along the South line of the Southwest 1/4 of said Southeast 1/4, a distance of 1319.39 feet to the Southeast corner of said Southwest 1/4 of the Southeast 1/4; thence run North 01°05'19" West along the East line of said Southwest 1/4 of the Southeast 1/4, a distance of 1334.30 feet to the existing South Right of Way line of Clapp Simms Duda Road, a 60 feet wide Right of Way as described in Deed Book 558, Page 541 of said Public Records; thence departing said East line, run North 89°36'41" West along said South Right of Way line, a distance of 568.26 feet to the East line of lands described in aforesaid Official Records Book 9621, Page 2337 for the POINT OF BEGINNING; thence departing said South Right of Way line, run South 01°05'19" East along said East line, a distance of 231.35 feet to the South line of said described lands; thence departing said East line, run North 89°49'30" West along said South line, a distance of 106.53 feet to the West line of said described lands; thence departing said South line, run North 01°05'19" West along said West line, a distance of 231.75 feet to aforesaid South Right of Way line of Clapp Simms Duda Road; thence departing said West line, run South 89°36'41" East along said South Right of Way line, a distance of 106.53 feet to the POINT OF BEGINNING.

Containing 0.566 acres, more or less.

NOTES:

1. THIS SKETCH OF DESCRIPTION WAS PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NUMBER 33247-534-269 DATED 08/24/2024 AT 8:00 AM.
2. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT, DERIVING A BEARING OF SOUTH 89°50'49" EAST ALONG THE SOUTH LINE OF THE SW 1/4 OF THE SE 1/4 OF SECTION 32, TOWNSHIP 24 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA.
3. THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.062(3).
4. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY SHEILA A. WARE, PSM NO. 5529, ON 05/12/2025 PER FAC 5J-17.062(2).

I HEREBY CERTIFY 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.

THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED BY:

Sheila A Ware 2025.05.15 11:11:01 -04'00'

SHEILA A. WARE, PSM
LICENSE NO. 5529

SHEILA A. WARE LICENSE NUMBER 5529 STATE OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

SEE SHEET 2 FOR LEGEND
SEE SHEETS 2-3 FOR SKETCH OF DESCRIPTION

DATE	MAY 12, 2025
DRAWN BY	M.ROLLINS
CHECKED BY	S.WARE
DEWBERRY PROJECT NO.	50088267

REVISION	BY	DATE

CERTIFICATION OF AUTHORIZATION NO. LB 8011

Dewberry

800 NORTH MAGNOLIA AVENUE
SUITE 1000
ORLANDO, FLORIDA 32803
(407) 843-5120

SKETCH OF DESCRIPTION
(THIS IS NOT A SURVEY)

SR 534 (OSCEOLA PARKWAY EXTENSION)
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL 534-269D

SCALE: N/A

SHEET 1 OF 3

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 534 (OSCEOLA PARKWAY EXTENSION)
PROJECT NO. 534-243
PARCEL NO. 534-269D
PURPOSE: RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGEND & ABBREVIATIONS

AC	= ACRES
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	= SAME PROPERTY OWNER
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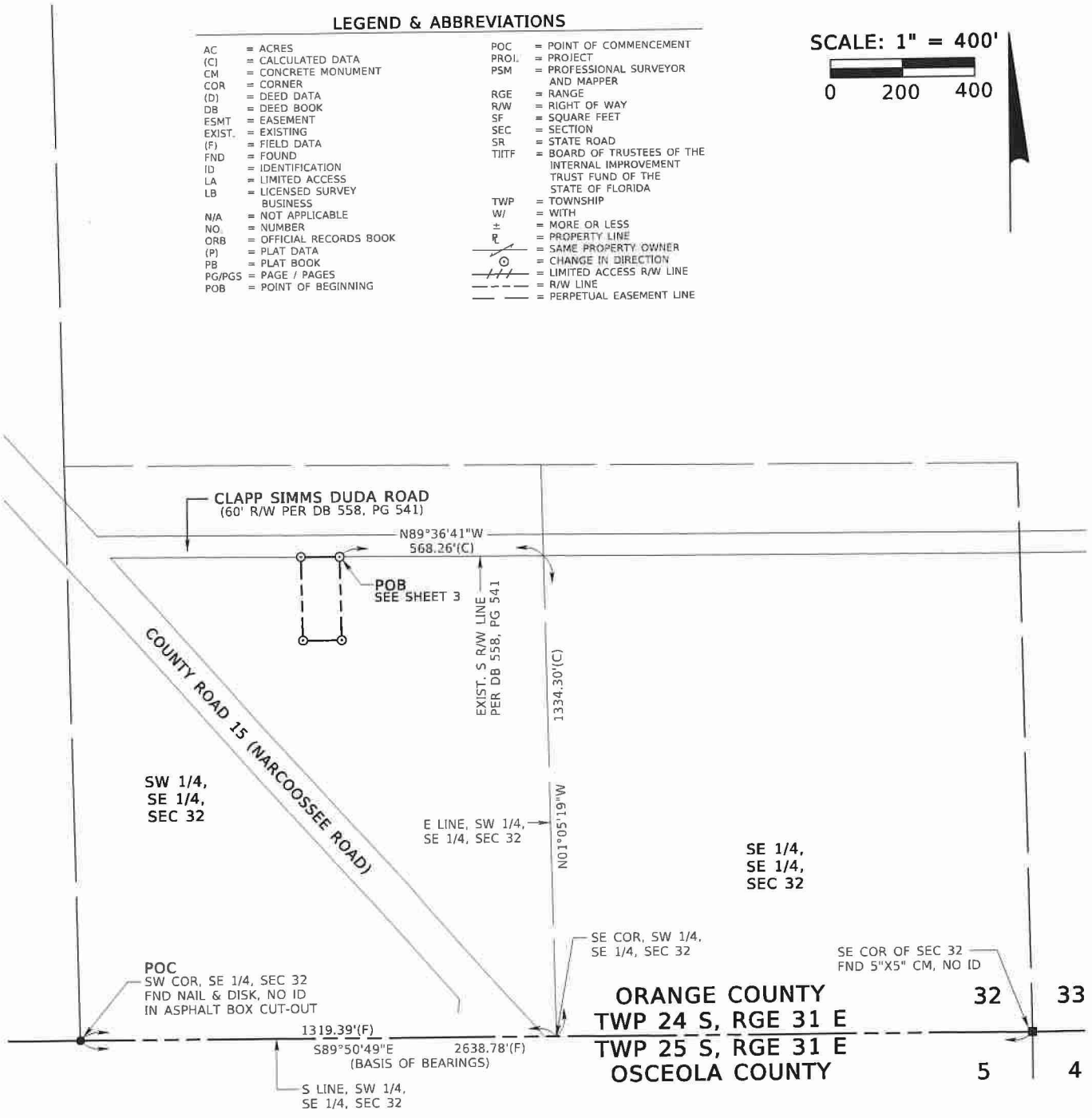
	= LIMITED ACCESS R/W LINE
	= R/W LINE
	= PERPETUAL EASEMENT LINE

SCALE: 1" = 400'
0 200 400



SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEETS 2-3 FOR SKETCH OF DESCRIPTION

DATE	MAY 12, 2025
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REVISION	BY	DATE

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Dewberry

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ORLANDO, FLORIDA 32803
(407) 843-5120

SKETCH OF DESCRIPTION
(THIS IS NOT A SURVEY)

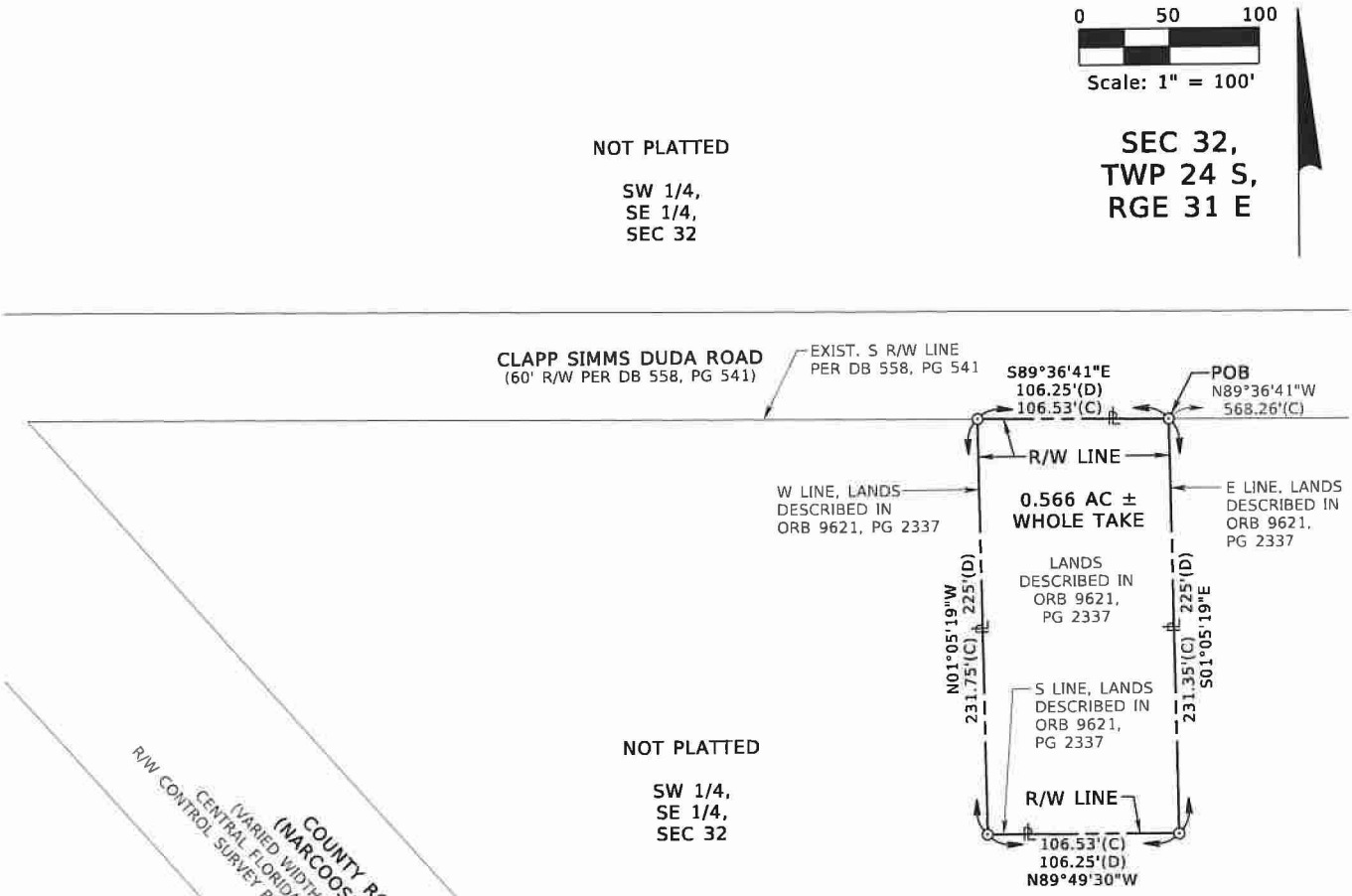
SR 534 (OSCEOLA PARKWAY EXTENSION)
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL
534-269D

SCALE: 1"=400'

SHEET 2 OF 3

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 534 (OSCEOLA PARKWAY EXTENSION)
PROJECT NO. 534-243
PARCEL NO. 534-269D
PURPOSE: RIGHT OF WAY
ESTATE: FEE SIMPLE



SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 2 FOR LEGEND
SEE SHEETS 2-3 FOR SKETCH OF DESCRIPTION

DATE	MAY 12, 2025
DRAWN BY	M.ROLLINS
CHECKED BY	S.WARE
DEWBERRY PROJECT NO.	50088267

REVISION	BY	DATE

CERTIFICATION OF AUTHORIZATION NO. LB 8011

Dewberry

800 NORTH MAGNOLIA AVENUE
SUITE 1000
ORLANDO, FLORIDA 32803
(407) 843-5120

SKETCH OF DESCRIPTION
(THIS IS NOT A SURVEY)

SR 534 (OSCEOLA PARKWAY EXTENSION)
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL
534-269D

SCALE: 1"=100'

SHEET 3 OF 3

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 534 (OSCEOLA PARKWAY EXTENSION)
PROJECT NO. 534-243
PARCEL NO. 534-269E
PURPOSE: RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:

A parcel of land lying in the Southwest 1/4 of the Southeast 1/4 of Section 32, Township 24 South, Range 31 East, Orange County, Florida, being the lands described in Official Records Book 9621, Page 2398 of the Public Records of Orange County, Florida, and being more particularly described as follows:

Commence at a found nail and disk with no identification in an asphalt box cut-out marking the Southwest corner of the Southeast 1/4 of Section 32, Township 24 South, Range 31 East, Orange County, Florida; thence run South 89°50'49" East along the South line of the Southwest 1/4 of said Southeast 1/4, a distance of 1319.39 feet to the Southeast corner of said Southwest 1/4 of the Southeast 1/4; thence run North 01°05'19" West along the East line of said Southwest 1/4 of the Southeast 1/4, a distance of 1334.30 feet to the existing South Right of Way line of Clapp Simms Duda Road, a 60 feet wide Right of Way as described in Deed Book 558, Page 541 of said Public Records; thence departing said East line, run North 89°36'41" West along said South Right of Way line, a distance of 568.26 feet to the East line of lands described in Official Records Book 9621, Page 2337 of said Public Records; thence departing said South Right of Way line, run South 01°05'19" East along said East line, a distance of 231.35 feet to the East line of lands described in aforesaid Official Records Book 9621, Page 2398 for the POINT OF BEGINNING; thence departing the East line of lands described in said Official Records Book 9621, Page 2337, continue South 01°05'19" East along the East line of lands described in said Official Records Book 9621, Page 2398, a distance of 125.00 feet to the South line of lands described in said Official Records Book 9621, Page 2398; thence departing said East line, run North 89°49'30" West along said South line, a distance of 322.69 feet to the existing Northeasterly Right of Way line of County Road 15 (Narcoossee Road), a varied width Right of Way as shown on Central Florida Expressway Authority Right of Way Control Survey, Project number 534-243 dated October 17, 2024; thence departing said South line, run along said Northeasterly Right of Way line the following two (2) courses: thence North 41°56'29" West, a distance of 166.56 feet; thence North 41°33'08" West, a distance of 1.90 feet to the North line of lands described in said Official Records Book 9621, Page 2398; thence departing said Northeasterly Right of Way line, run South 89°49'30" East along said North line, a distance of 432.90 feet to the POINT OF BEGINNING.

Containing 1.084 acres, more or less.

NOTES:

1. THIS SKETCH OF DESCRIPTION WAS PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NUMBER 33247-534-269 DATED 08/24/2024 AT 8:00 AM.
2. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT, DERIVING A BEARING OF SOUTH 89°50'49" EAST ALONG THE SOUTH LINE OF THE SW 1/4 OF THE SE 1/4 OF SECTION 32, TOWNSHIP 24 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA.
3. THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.062(3).
4. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY SHEILA A. WARE, PSM NO. 5529, ON 05/12/2025 PER FAC 5J-17.062(2).

I HEREBY CERTIFY 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.

THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED BY:

Sheila A Ware 2025.05.15 11:12:12 -04'00'

SHEILA A. WARE, PSM
LICENSE NO. 5529

SHEILA A. WARE LICENSE NUMBER 5529 STATE OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

SEE SHEET 2 FOR LEGEND
SEE SHEETS 2-3 FOR SKETCH OF DESCRIPTION

DATE	MAY 12, 2025
DRAWN BY	M.ROLLINS
CHECKED BY	S.WARE
DEWBERRY PROJECT NO.	50088267

REVISION	BY	DATE

CERTIFICATION OF AUTHORIZATION NO. LB 8011
Dewberry
800 NORTH MAGNOLIA AVENUE
SUITE 1000
ORLANDO, FLORIDA 32803
(407) 843-5120

SKETCH OF DESCRIPTION
(THIS IS NOT A SURVEY)

SR 534 (OSCEOLA PARKWAY EXTENSION)
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL 534-269E

SCALE: N/A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 534 (OSCEOLA PARKWAY EXTENSION)
PROJECT NO. 534-243
PARCEL NO. 534-269E
PURPOSE: RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGEND & ABBREVIATIONS

AC	= ACRES
(C)	= CALCULATED DATA
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R/W	= RIGHT OF WAY
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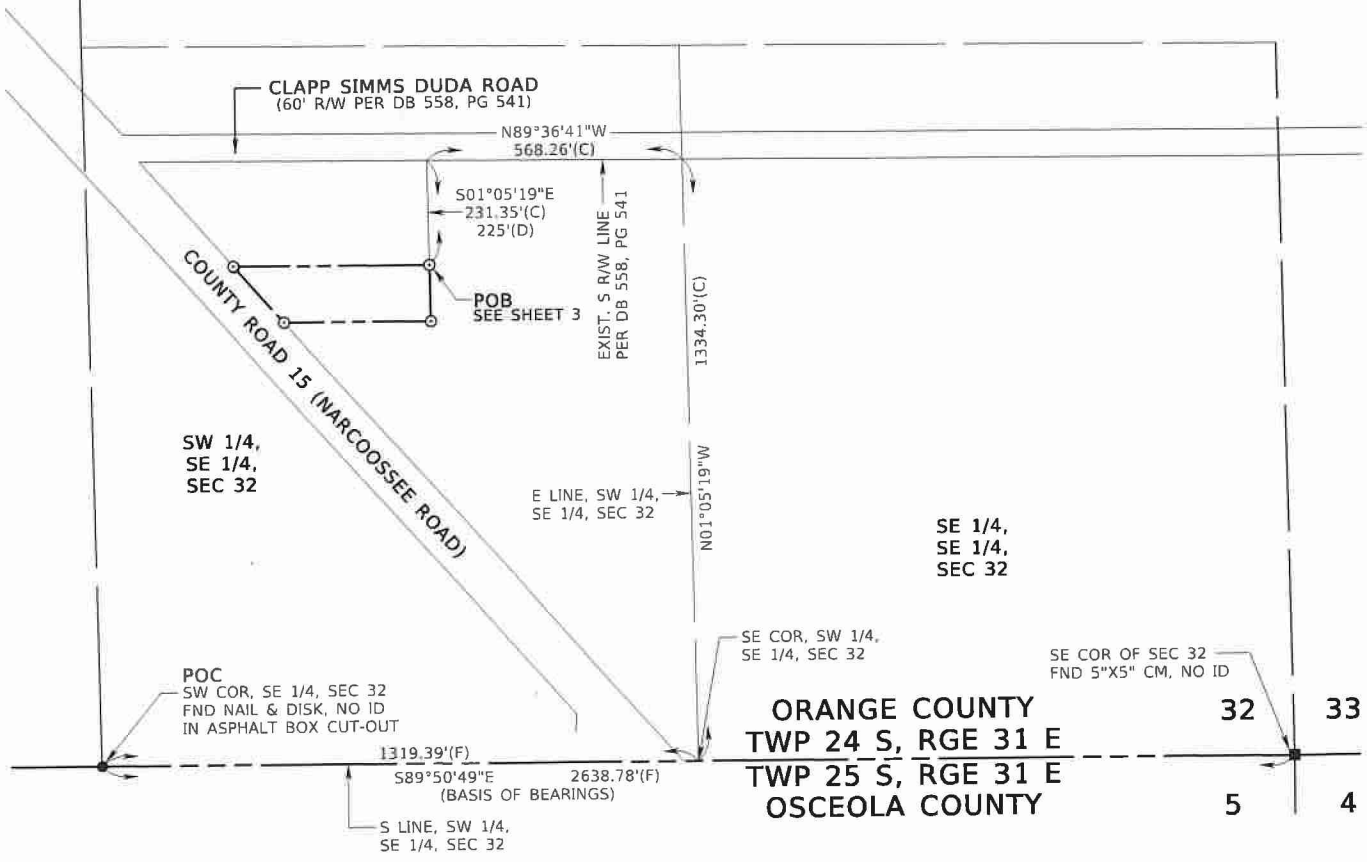
SEC	= SECTION
SR	= STATE ROAD
TIITF	= BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA
TWP	= TOWNSHIP
W/	= WITH
+/-	= MORE OR LESS
	= PROPERTY LINE
	= SAME PROPERTY OWNER
	= CHANGE IN DIRECTION
	= LIMITED ACCESS R/W LINE
	= R/W LINE
	= PERPETUAL EASEMENT LINE

SCALE: 1" = 400'
0 200 400



SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEETS 2-3 FOR SKETCH OF DESCRIPTION

DATE	MAY 12, 2025
DRAWN BY	M.ROLLINS
CHECKED BY	S.WARE
DEWBERRY PROJECT NO.	50088267

REVISION	BY	DATE

CERTIFICATION OF AUTHORIZATION NO. LB 8011

Dewberry

800 NORTH MAGNOLIA AVENUE
SUITE 1000
ORLANDO, FLORIDA 32803
(407) 843-5120

SKETCH OF DESCRIPTION
(THIS IS NOT A SURVEY)

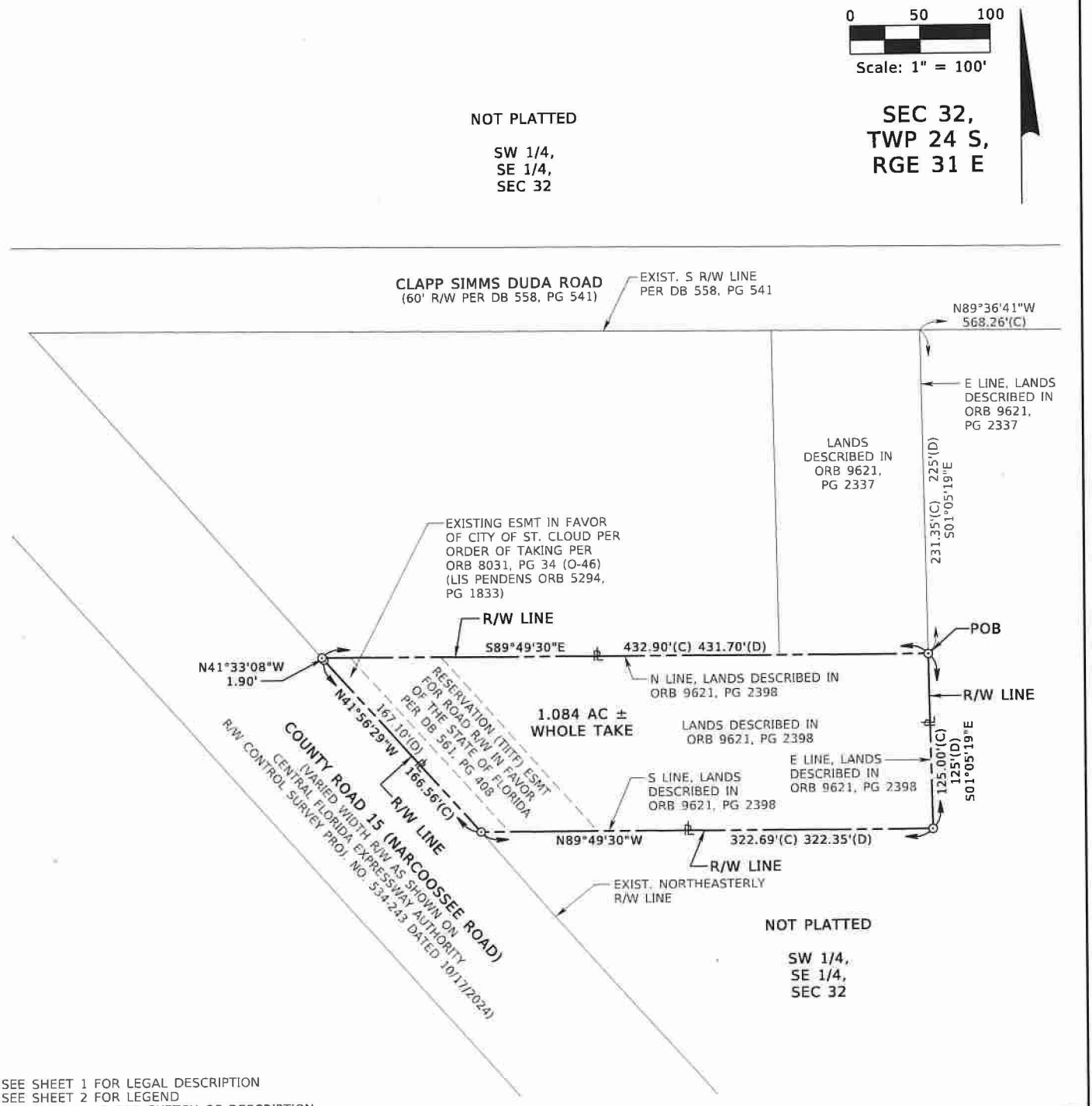
SR 534 (OSCEOLA PARKWAY EXTENSION)
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL
534-269E

SCALE: 1"=400'

SHEET 2 OF 3

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 534 (OSCEOLA PARKWAY EXTENSION)
PROJECT NO. 534-243
PARCEL NO. 534-269E
PURPOSE: RIGHT OF WAY
ESTATE: FEE SIMPLE



SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 2 FOR LEGEND
SEE SHEETS 2-3 FOR SKETCH OF DESCRIPTION

DATE	MAY 12, 2025
DRAWN BY	M.ROLLINS
CHECKED BY	S.WARE
DEWBERRY PROJECT NO.	50088267

REVISION	BY	DATE

CERTIFICATION OF AUTHORIZATION NO. LB 8011

Dewberry

800 NORTH MAGNOLIA AVENUE
SUITE 1000
ORLANDO, FLORIDA 32803
(407) 843-5120

SKETCH OF DESCRIPTION
(THIS IS NOT A SURVEY)

SR 534 (OSCEOLA PARKWAY EXTENSION)
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL 534-269E

SCALE: 1"=100'

SHEET 3 OF 3

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 534 (OSCEOLA PARKWAY EXTENSION)
PROJECT NO. 534-243
PARCEL NO. 534-271
PURPOSE: RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:

A parcel of land lying in the Southwest 1/4 of the Southeast 1/4 of Section 32, Township 24 South, Range 31 East, Orange County, Florida, being the lands described in document number 20230245080 of the Public Records of Orange County, Florida, and being more particularly described as follows:

Commence at a found nail and disk with no identification in an asphalt box cut-out marking the Southwest corner of the Southeast 1/4 of Section 32, Township 24 South, Range 31 East, Orange County, Florida; thence run South 89°50'49" East along the South line of the Southwest 1/4 of said Southeast 1/4, a distance of 1319.39 feet to the Southeast corner of said Southwest 1/4 of the Southeast 1/4; thence run North 01°05'19" West along the East line of said Southwest 1/4 of the Southeast 1/4, a distance of 1334.30 feet to the existing South Right of Way line of Clapp Simms Duda Road, a 60 feet wide Right of Way as described in Deed Book 558, Page 541 of said Public Records; thence departing said East line, run North 89°36'41" West along said South Right of Way line, a distance of 462.08 feet to the East line of lands described in aforesaid document number 20230245080 for the POINT OF BEGINNING; thence departing said South Right of Way line, run South 01°05'19" East along said East line, a distance of 355.95 feet to the South line of lands described in said document number 20230245080; thence departing said East line, run North 89°49'30" West along said South line, a distance of 106.17 feet to the West line of lands described in said document number 20230245080; thence departing said South line, run North 01°05'19" West along said West line, a distance of 356.35 feet to aforesaid South Right of Way line of Clapp Simms Duda Road; thence departing said West line, run South 89°36'41" East along said South Right of Way line, a distance of 106.18 feet to the POINT OF BEGINNING.

Containing 0.868 acres, more or less.

NOTES:

1. THIS SKETCH OF DESCRIPTION WAS PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NUMBER 33247-534-271 DATED 08/25/2024 AT 8:00 AM.
2. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT, DERIVING A BEARING OF SOUTH 89°50'49" EAST ALONG THE SOUTH LINE OF THE SW 1/4 OF THE SE 1/4 OF SECTION 32, TOWNSHIP 24 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA.
3. THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.062(3).
4. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY SHEILA A. WARE, PSM NO. 5529, ON 05/12/2025 PER FAC 5J-17.062(2).

I HEREBY CERTIFY 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.

THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED BY:

Sheila A Ware 2025.05.15 11:27:44 -04'00'

SHEILA A. WARE, PSM
LICENSE NO. 5529

SHEILA A WARE · LICENSE NUMBER 5529 · STATE OF FLORIDA · PROFESSIONAL SURVEYOR AND MAPPER

SEE SHEET 2 FOR LEGEND
SEE SHEETS 2-3 FOR SKETCH OF DESCRIPTION

DATE	MAY 12, 2025
DRAWN BY	M.ROLLINS
CHECKED BY	S.WARE
DEWBERRY PROJECT NO.	50088267

REVISION	BY	DATE

CERTIFICATION OF AUTHORIZATION NO. LB 8011
Dewberry
800 NORTH MAGNOLIA AVENUE
SUITE 1000
ORLANDO, FLORIDA 32803
(407) 843-5120

SKETCH OF DESCRIPTION
(THIS IS NOT A SURVEY)

SR 534 (OSCEOLA PARKWAY EXTENSION)
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL 534-271

SCALE: N/A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 534 (OSCEOLA PARKWAY EXTENSION)
PROJECT NO. 534-243
PARCEL NO. 534-271
PURPOSE: RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGEND & ABBREVIATIONS

AC	= ACRES
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	= R/W LINE
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SCALE: 1" = 400'
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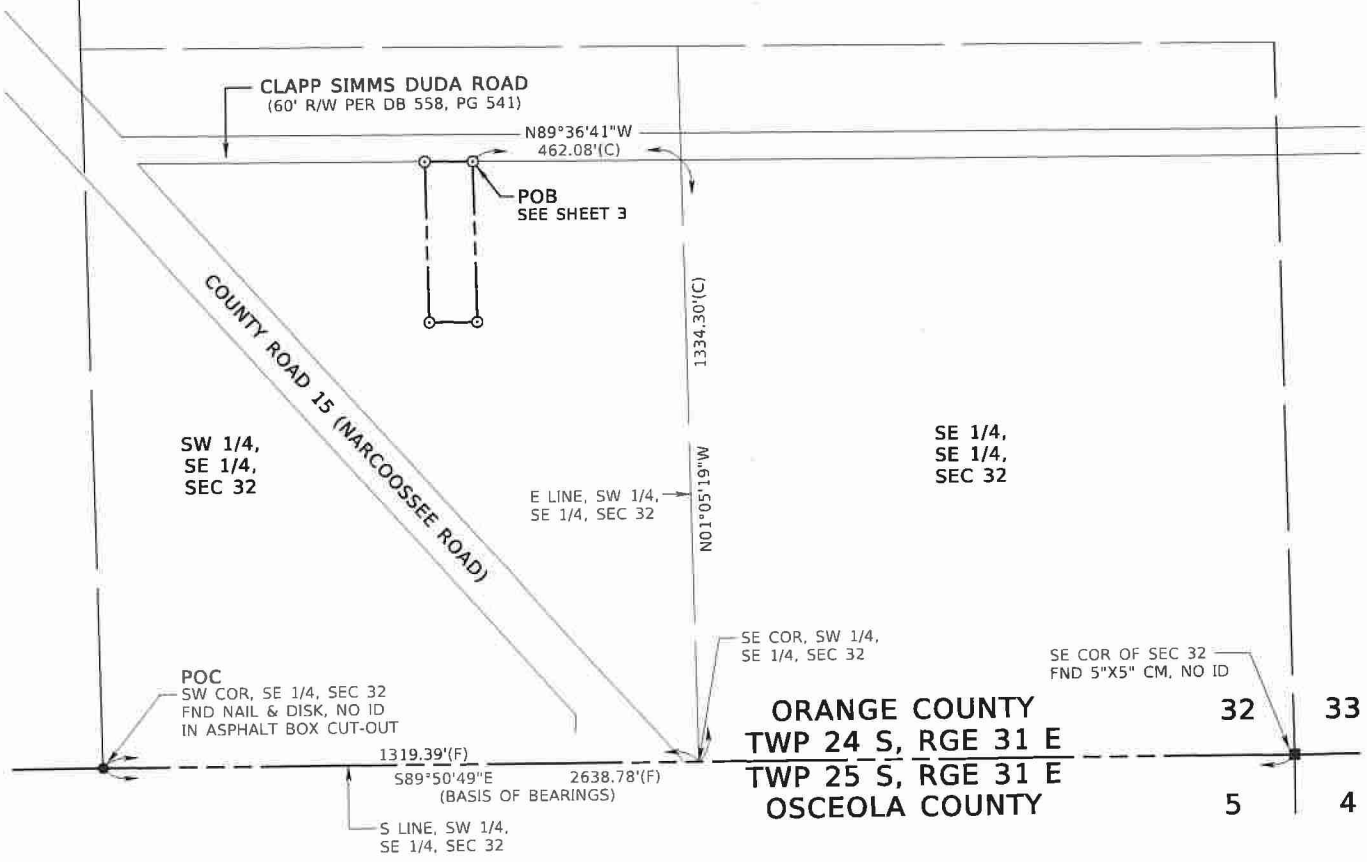

SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEETS 2-3 FOR SKETCH OF DESCRIPTION

DATE	MAY 12, 2025
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DEWBERRY PROJECT NO.	50088267

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Dewberry

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(407) 843-5120

SKETCH OF DESCRIPTION
(THIS IS NOT A SURVEY)

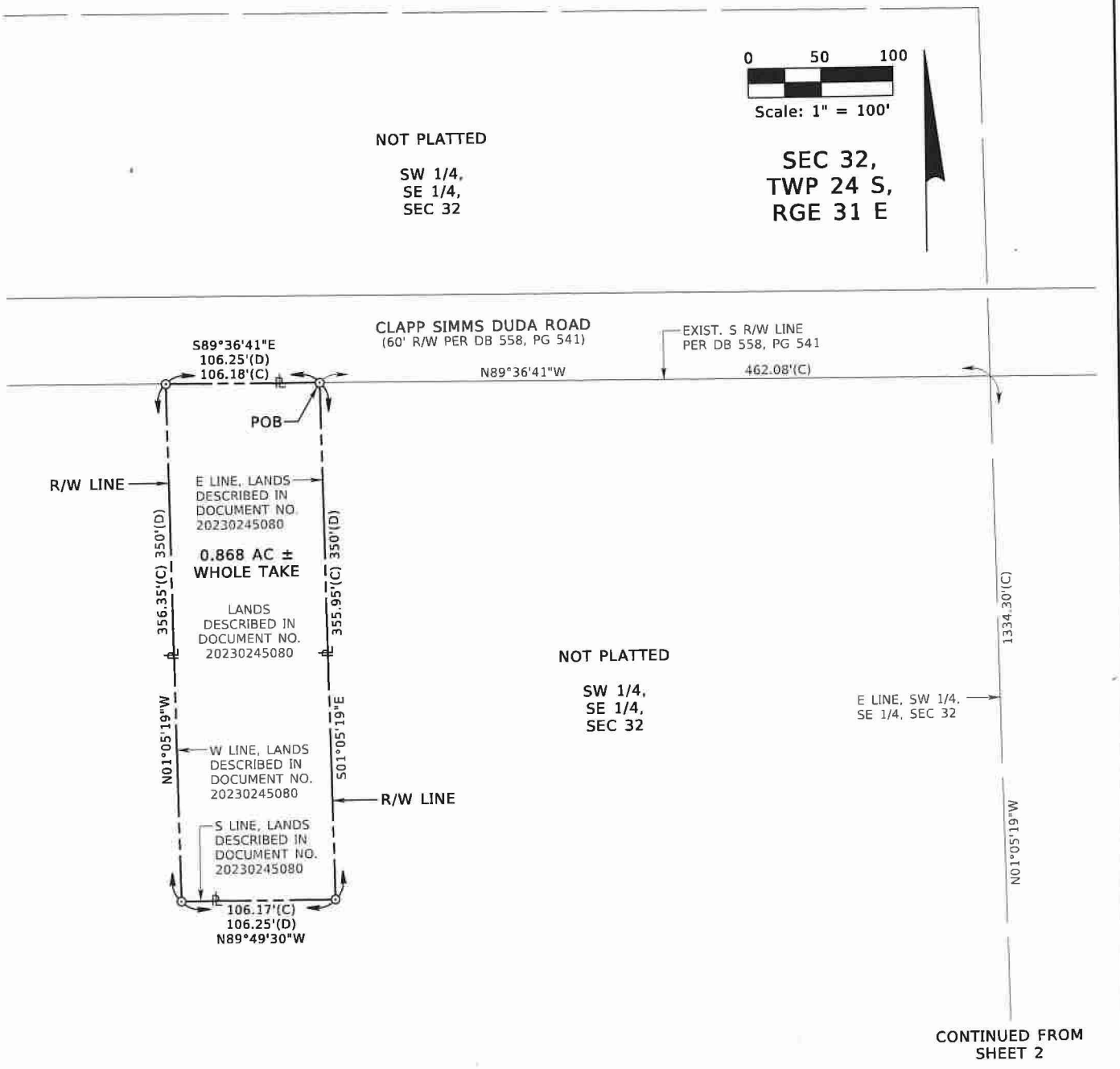
SR 534 (OSCEOLA PARKWAY EXTENSION)
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL
534-271

SCALE: 1"=400'

SHEET 2 OF 3

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 534 (OSCEOLA PARKWAY EXTENSION)
PROJECT NO. 534-243
PARCEL NO. 534-271
PURPOSE: RIGHT OF WAY
ESTATE: FEE SIMPLE



SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 2 FOR LEGEND
SEE SHEETS 2-3 FOR SKETCH OF DESCRIPTION

DATE	MAY 12, 2025
DRAWN BY	M.ROLLINS
CHECKED BY	S.WARE
DEWBERRY PROJECT NO.	50088267

REVISION	BY	DATE

CERTIFICATION OF AUTHORIZATION NO. LB 8011

Dewberry

800 NORTH MAGNOLIA AVENUE
SUITE 1000
ORLANDO, FLORIDA 32803
(407) 843-5120

SKETCH OF DESCRIPTION
(THIS IS NOT A SURVEY)

SR 534 (OSCEOLA PARKWAY EXTENSION)
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL
534-271

SCALE: 1"=100'

SHEET 3 OF 3

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 534 (OSCEOLA PARKWAY EXTENSION)
PROJECT NO. 534-243
PARCEL NO. 534-272
PURPOSE: RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:

A parcel of land lying in the Southwest 1/4 of the Southeast 1/4 of Section 32, Township 24 South, Range 31 East, Orange County, Florida, being the lands described in Official Records Book 8748, Page 875 of the Public Records of Orange County, Florida, and being more particularly described as follows:

Commence at a found nail and disk with no identification in an asphalt box cut-out marking the Southwest corner of the Southeast 1/4 of Section 32, Township 24 South, Range 31 East, Orange County, Florida; thence run South 89°50'49" East along the South line of the Southwest 1/4 of said Southeast 1/4, a distance of 1319.39 feet to the Southeast corner of said Southwest 1/4 of the Southeast 1/4; thence run North 01°05'19" West along the East line of said Southwest 1/4 of the Southeast 1/4, a distance of 1334.30 feet to the existing South Right of Way line of Clapp Simms Duda Road, a 60 feet wide Right of Way as described in Deed Book 558, Page 541 of said Public Records; thence departing said East line, run North 89°36'41" West along said South Right of Way line, a distance of 355.82 feet to the East line of lands described in aforesaid Official Records Book 8748, Page 875 for the POINT OF BEGINNING; thence departing said South Right of Way line, run South 01°05'19" East along said East line, a distance of 355.56 feet to the South line of lands described in said Official Records Book 8748, Page 875; thence departing said East line, run North 89°49'30" West along said South line, a distance of 106.25 feet to the West line of lands described in said Official Records Book 8748, Page 875; thence departing said South line, run North 01°05'19" West along said West line, a distance of 355.95 feet to aforesaid South Right of Way line of Clapp Simms Duda Road; thence departing said West line, run South 89°36'41" East along said South Right of Way line, a distance of 106.26 feet to the POINT OF BEGINNING.

Containing 0.868 acres, more or less.

NOTES:

1. THIS SKETCH OF DESCRIPTION WAS PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NUMBER 33247-534-272 DATED 08/25/2024 AT 8:00 AM.
2. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT, DERIVING A BEARING OF SOUTH 89°50'49" EAST ALONG THE SOUTH LINE OF THE SW 1/4 OF THE SE 1/4 OF SECTION 32, TOWNSHIP 24 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA.
3. THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.062(3).
4. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY SHEILA A. WARE, PSM NO. 5529, ON 05/12/2025 PER FAC 5J-17.062(2).

I HEREBY CERTIFY 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.

THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED BY:

Sheila A Ware 2025.05.15 11:29:05 -04'00'

SHEILA A. WARE, PSM
LICENSE NO. 5529

SHEILA A WARE
LICENSE NUMBER
5529
STATE OF FLORIDA
PROFESSIONAL SURVEYOR AND MAPPER

SEE SHEET 2 FOR LEGEND
SEE SHEETS 2-3 FOR SKETCH OF DESCRIPTION

DATE	MAY 12, 2025
DRAWN BY	M.ROLLINS
CHECKED BY	S.WARE
DEWBERRY PROJECT NO.	50088267

REVISION	BY	DATE

CERTIFICATION OF AUTHORIZATION NO. LB 8011
Dewberry
800 NORTH MAGNOLIA AVENUE
SUITE 1000
ORLANDO, FLORIDA 32803
(407) 843-5120

SKETCH OF DESCRIPTION
(THIS IS NOT A SURVEY)

SR 534 (OSCEOLA PARKWAY EXTENSION)
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL
534-272

SCALE: N/A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 534 (OSCEOLA PARKWAY EXTENSION)
PROJECT NO. 534-243
PARCEL NO. 534-272
PURPOSE: RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGEND & ABBREVIATIONS

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	= R/W LINE
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SCALE: 1" = 400'
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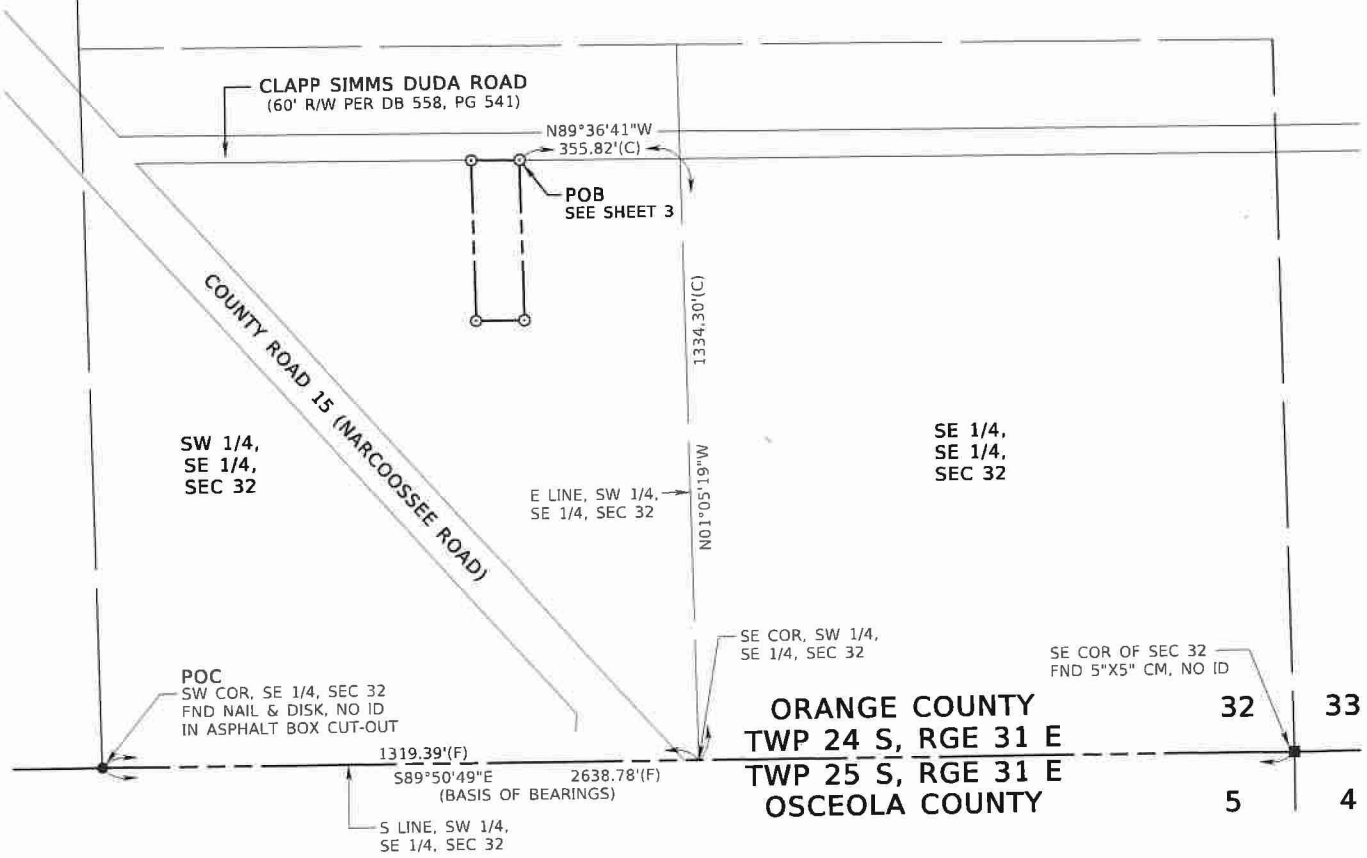

SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEETS 2-3 FOR SKETCH OF DESCRIPTION

DATE	MAY 12, 2025
DRAWN BY	M.ROLLINS
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DEWBERRY PROJECT NO.	50088267

REVISION	BY	DATE

CERTIFICATION OF AUTHORIZATION NO. LB 8011

Dewberry

800 NORTH MAGNOLIA AVENUE
SUITE 1000
ORLANDO, FLORIDA 32803
(407) 843-5120

SKETCH OF DESCRIPTION
(THIS IS NOT A SURVEY)

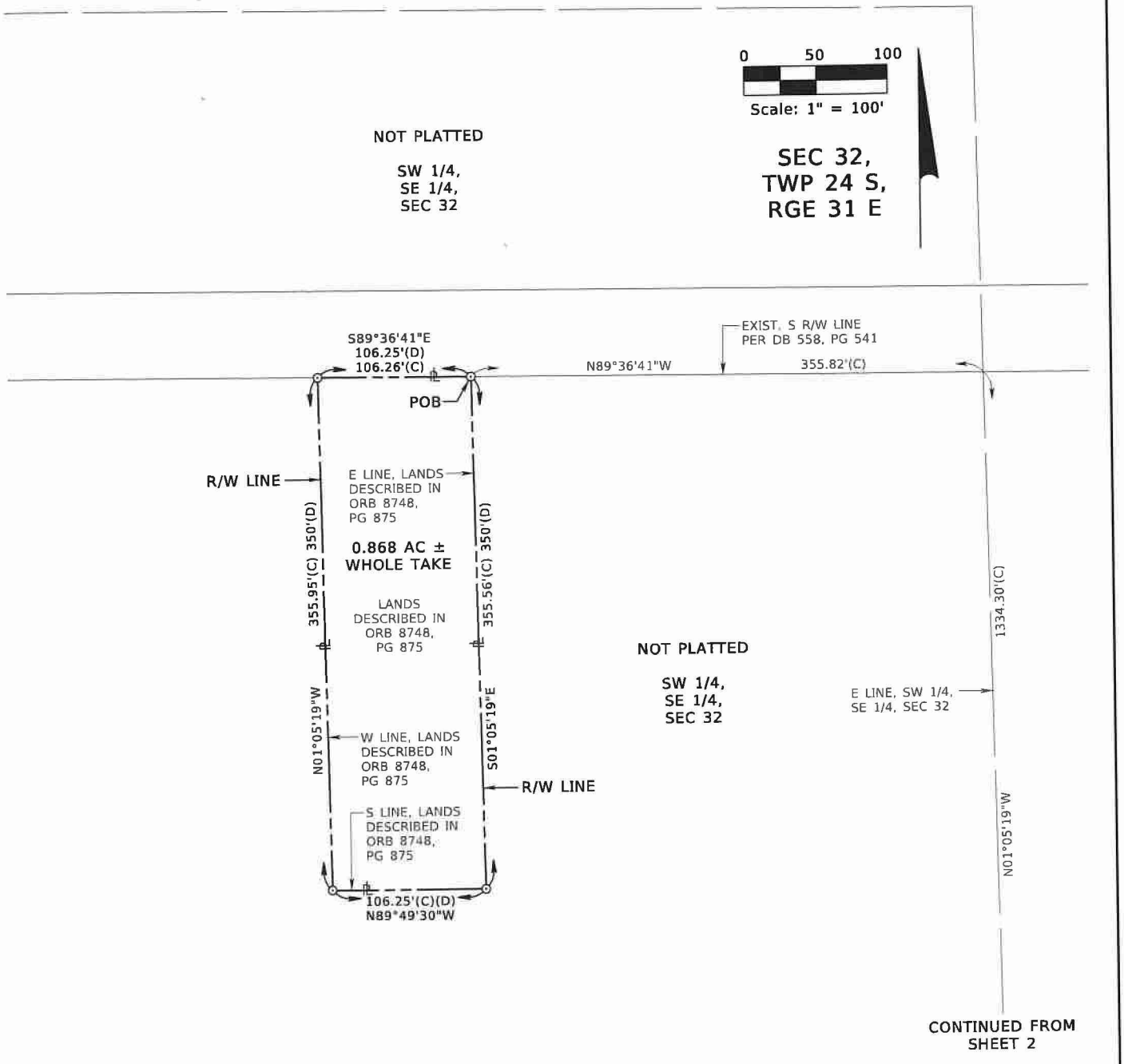
SR 534 (OSCEOLA PARKWAY EXTENSION)
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL
534-272

SCALE: 1"=400'

SHEET 2 OF 3

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 534 (OSCEOLA PARKWAY EXTENSION)
PROJECT NO. 534-243
PARCEL NO. 534-272
PURPOSE: RIGHT OF WAY
ESTATE: FEE SIMPLE



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SEE SHEET 2 FOR LEGEND
SEE SHEETS 2-3 FOR SKETCH OF DESCRIPTION

DATE	MAY 12, 2025
DRAWN BY	M.ROLLINS
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DEWBERRY PROJECT NO.	50088267

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CERTIFICATION OF AUTHORIZATION NO. LB 8011
Dewberry
800 NORTH MAGNOLIA AVENUE
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ORLANDO, FLORIDA 32803
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SKETCH OF DESCRIPTION
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SR 534 (OSCEOLA PARKWAY EXTENSION)
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL
534-272

SCALE: 1"=100'

SHEET 3 OF 3

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 534 (OSCEOLA PARKWAY EXTENSION)
PROJECT NO. 534-243
PARCEL NO. 534-273
PURPOSE: RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:

A parcel of land lying in the Southwest 1/4 of the Southeast 1/4 of Section 32, Township 24 South, Range 31 East, Orange County, Florida, being the lands described in document number 20180230502 of the Public Records of Orange County, Florida, and being more particularly described as follows:

Commence at a found nail and disk with no identification in an asphalt box cut-out marking the Southwest corner of the Southeast 1/4 of Section 32, Township 24 South, Range 31 East, Orange County, Florida; thence run South 89°50'49" East along the South line of the Southwest 1/4 of said Southeast 1/4, a distance of 1319.39 feet to the Southeast corner of said Southwest 1/4 of the Southeast 1/4; thence run North 01°05'19" West along the East line of said Southwest 1/4 of the Southeast 1/4, a distance of 1334.30 feet to the existing South Right of Way line of Clapp Simms Duda Road, a 60 feet wide Right of Way as described in Deed Book 558, Page 541 of said Public Records; thence departing said East line, run North 89°36'41" West along said South Right of Way line, a distance of 250.02 feet to the East line of lands described in aforesaid document number 20180230502 for the POINT OF BEGINNING; thence departing said South Right of Way line, run South 01°05'19" East along said East line, a distance of 355.16 feet to the South line of lands described in said document number 20180230502; thence departing said East line, run North 89°49'30" West along said South line, a distance of 105.79 feet to the West line of lands described in said document number 20180230502; thence departing said South line, run North 01°05'19" West along said West line, a distance of 355.56 feet to aforesaid South Right of Way line of Clapp Simms Duda Road; thence departing said West line, run South 89°36'41" East along said South Right of Way line, a distance of 105.80 feet to the POINT OF BEGINNING.

Containing 0.863 acres, more or less.

NOTES:

1. THIS SKETCH OF DESCRIPTION WAS PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NUMBER 33247-534-273 DATED 08/25/2024 AT 8:00 AM.
2. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT, DERIVING A BEARING OF SOUTH 89°50'49" EAST ALONG THE SOUTH LINE OF THE SW 1/4 OF THE SE 1/4 OF SECTION 32, TOWNSHIP 24 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA.
3. THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.062(3).
4. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY SHEILA A. WARE, PSM NO. 5529, ON 05/12/2025 PER FAC 5J-17.062(2).

I HEREBY CERTIFY 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.

THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED BY:

Sheila A Ware 2025.05.15 11:30:41 -04'00'

SHEILA A. WARE, PSM
LICENSE NO. 5529

SHEILA A. WARE LICENSE NUMBER 5529 STATE OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

SEE SHEET 2 FOR LEGEND
SEE SHEETS 2-3 FOR SKETCH OF DESCRIPTION

DATE	MAY 12, 2025
DRAWN BY	M.ROLLINS
CHECKED BY	S.WARE
DEWBERRY PROJECT NO.	50088267

REVISION	BY	DATE

CERTIFICATION OF AUTHORIZATION NO. LB 8011
Dewberry
800 NORTH MAGNOLIA AVENUE
SUITE 1000
ORLANDO, FLORIDA 32803
(407) 843-5120

SKETCH OF DESCRIPTION
(THIS IS NOT A SURVEY)

SR 534 (OSCEOLA PARKWAY EXTENSION)
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL 534-273

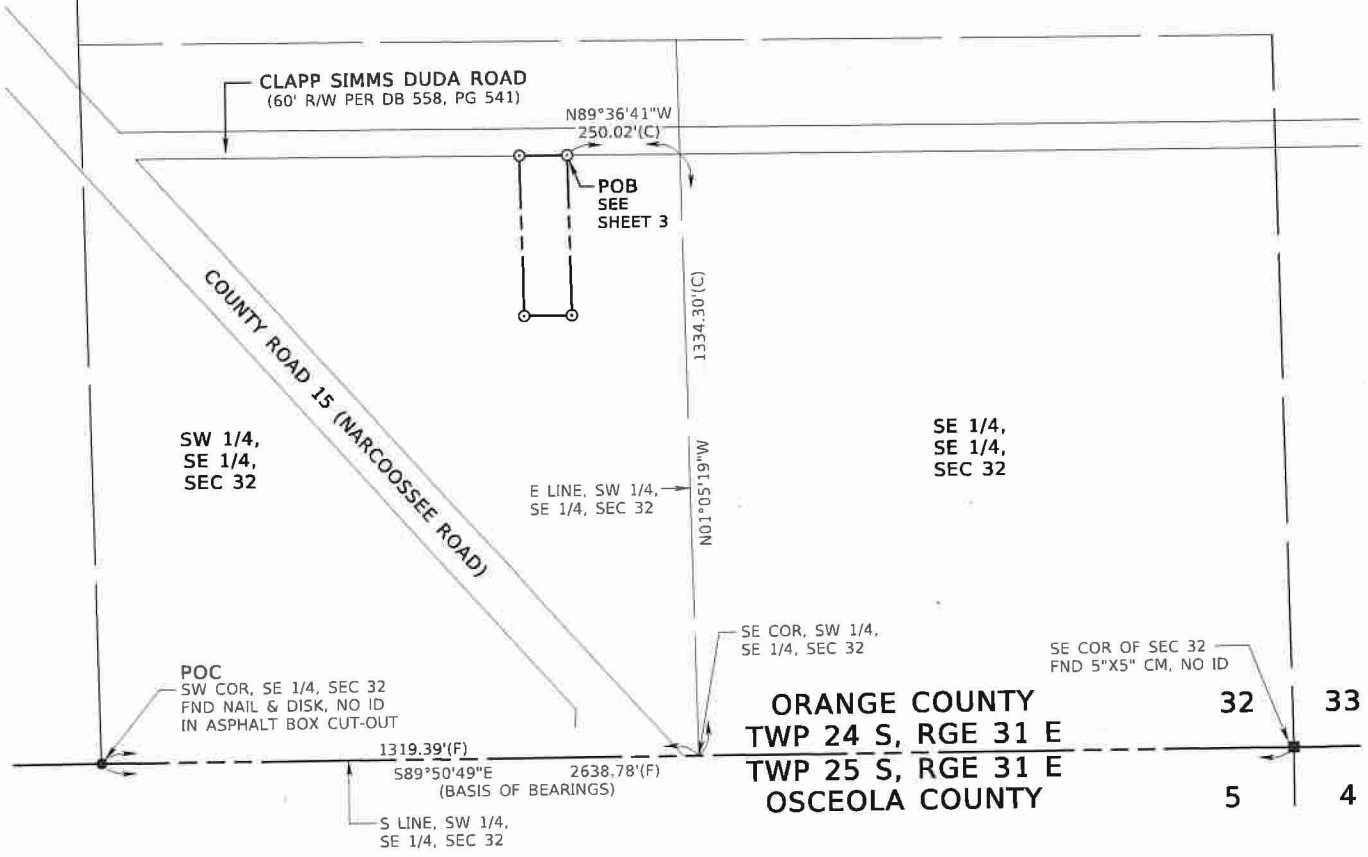
SCALE: N/A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 534 (OSCEOLA PARKWAY EXTENSION)
PROJECT NO. 534-243
PARCEL NO. 534-273
PURPOSE: RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGEND & ABBREVIATIONS

AC	= ACRES
(C)	= CALCULATED DATA
CM	= CONCRETE MONUMENT
COR	= CORNER
(D)	= DEED DATA
DB	= DEED BOOK
ESMT	= EASEMENT
EXIST.	= EXISTING
(F)	= FIELD DATA
FND	= FOUND
ID	= IDENTIFICATION
LA	= LIMITED ACCESS
LB	= LICENSED SURVEY BUSINESS
N/A	= NOT APPLICABLE
NO.	= NUMBER
ORB	= OFFICIAL RECORDS BOOK
(P)	= PLAT DATA
PB	= PLAT BOOK
PG/PGS	= PAGE / PAGES
POB	= POINT OF BEGINNING
POC	= POINT OF COMMENCEMENT
PROJ.	= PROJECT
PSM	= PROFESSIONAL SURVEYOR AND MAPPER
RGE	= RANGE
R/W	= RIGHT OF WAY
SF	= SQUARE FEET
SEC	= SECTION
SR	= STATE ROAD
TIITF	= BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA
TWP	= TOWNSHIP
W/	= WITH
±	= MORE OR LESS
℄	= PROPERTY LINE
	= SAME PROPERTY OWNER
⊙	= CHANGE IN DIRECTION
	= LIMITED ACCESS R/W LINE
	= R/W LINE
	= PERPETUAL EASEMENT LINE

SCALE: 1" = 400'
0 200 400



SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEETS 2-3 FOR SKETCH OF DESCRIPTION

DATE	MAY 12, 2025
DRAWN BY	M.ROLLINS
CHECKED BY	S.WARE
DEWBERRY PROJECT NO.	50088267

REVISION	BY	DATE

CERTIFICATION OF AUTHORIZATION NO. LB 8011

Dewberry

800 NORTH MAGNOLIA AVENUE
SUITE 1000
ORLANDO, FLORIDA 32803
(407) 843-5120

SKETCH OF DESCRIPTION
(THIS IS NOT A SURVEY)

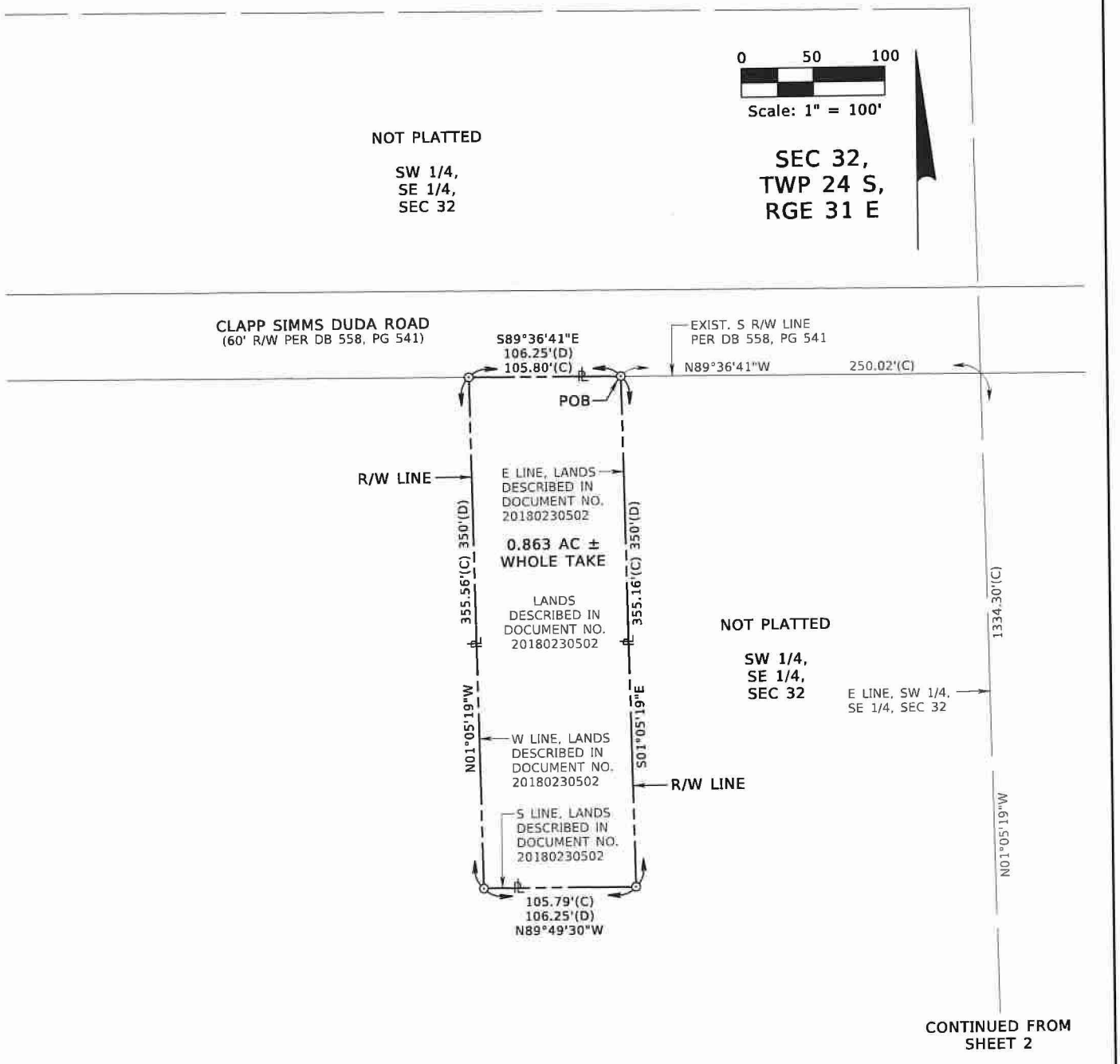
SR 534 (OSCEOLA PARKWAY EXTENSION)
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL
534-273

SCALE: 1"=400'

SHEET 2 OF 3

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 534 (OSCEOLA PARKWAY EXTENSION)
PROJECT NO. 534-243
PARCEL NO. 534-273
PURPOSE: RIGHT OF WAY
ESTATE: FEE SIMPLE



SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 2 FOR LEGEND
SEE SHEETS 2-3 FOR SKETCH OF DESCRIPTION

DATE	MAY 12, 2025
DRAWN BY	M.ROLLINS
CHECKED BY	S.WARE
DEWBERRY PROJECT NO.	50088267

REVISION	BY	DATE

CERTIFICATION OF AUTHORIZATION NO. LB 8011

Dewberry

800 NORTH MAGNOLIA AVENUE
SUITE 1000
ORLANDO, FLORIDA 32803
(407) 843-5120

SKETCH OF DESCRIPTION
(THIS IS NOT A SURVEY)

SR 534 (OSCEOLA PARKWAY EXTENSION)
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL
534-273

SCALE: 1"=100'

SHEET 3 OF 3

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 534 (OSCEOLA PARKWAY EXTENSION)
PROJECT NO. 534-243
PARCEL NO. 534-274
PURPOSE: RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION:

A parcel of land lying in the Southwest 1/4 of the Southeast 1/4 of Section 32, Township 24 South, Range 31 East, Orange County, Florida, being a portion of the lands described in document number 20190300699 of the Public Records of Orange County, Florida, and being more particularly described as follows:

Commence at a found nail and disk with no identification in an asphalt box cut-out marking the Southwest corner of the Southeast 1/4 of Section 32, Township 24 South, Range 31 East, Orange County, Florida; thence run South 89°50'49" East along the South line of the Southwest 1/4 of said Southeast 1/4, a distance of 1319.39 feet to the Southeast corner of said Southwest 1/4 of the Southeast 1/4; thence run North 01°05'19" West along the East line of said Southwest 1/4 of the Southeast 1/4, a distance of 430.07 feet to the South line of lands described in said document number 20190300699 and the North line of the South 430 feet of said Southwest 1/4 of the Southeast 1/4; thence departing said East line, run North 89°50'49" West along said South and North lines, a distance of 395.60 feet to the POINT OF BEGINNING; thence continue North 89°50'49" West along said South and North lines, a distance of 12.54 feet to the existing Northeasterly Right of Way line of County Road 15 (Narcoossee Road), a varied width Right of Way as shown on Central Florida Expressway Authority Right of Way Control Survey, Project number 534-243 dated October 17, 2024; thence departing said South and North lines, run along said Northeasterly Right of Way line the following four (4) courses: thence North 42°52'54" West, a distance of 97.25 feet; thence North 41°42'12" West, a distance of 560.48 feet; thence North 41°12'12" West, a distance of 80.19 feet; thence North 41°56'29" West, a distance of 1.99 feet to the North line of lands described in aforesaid document number 20190300699; thence departing said Northeasterly Right of Way line, run South 89°49'30" East along said North line, a distance of 16.53 feet; thence departing said North line, run South 41°42'17" East, a distance of 281.85 feet; thence North 48°13'41" East, a distance of 7.92 feet; thence South 41°46'19" East, a distance of 65.61 feet; thence South 48°13'41" West, a distance of 8.00 feet; thence South 41°46'19" East, a distance of 9.64 feet; thence South 40°48'37" East, a distance of 127.28 feet; thence South 41°46'19" East, a distance of 23.99 feet; thence North 48°13'41" East, a distance of 4.00 feet; thence South 41°46'19" East, a distance of 19.00 feet; thence South 48°13'41" West, a distance of 4.00 feet; South 41°46'19" East, a distance of 209.86 feet to the POINT OF BEGINNING.

Containing 9497 square feet, more or less.

NOTES:

1. THIS SKETCH OF DESCRIPTION WAS PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NUMBER 33247-534-274 DATED 08/21/2024 AT 8:00 AM.

2. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT, DERIVING A BEARING OF SOUTH 89°50'49" EAST ALONG THE SOUTH LINE OF THE SW 1/4 OF THE SE 1/4 OF SECTION 32, TOWNSHIP 24 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA.

3. THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.062(3).

4. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY SHEILA A. WARE, PSM NO. 5529, ON 05/12/2025 PER FAC 5J-17.062(2).

I HEREBY CERTIFY 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.

THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED BY:

Sheila A Ware 2025.05.15 11:32:09 -04'00'

SHEILA A. WARE, PSM
LICENSE NO. 5529

SHEILA A. WARE LICENSE NUMBER 5529 STATE OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

SEE SHEET 2 FOR LEGEND
SEE SHEETS 2-5 FOR SKETCH OF DESCRIPTION

DATE	MAY 12, 2025
DRAWN BY	M.ROLLINS
CHECKED BY	S.WARE
DEWBERRY PROJECT NO.	50088267

REVISION	BY	DATE

CERTIFICATION OF AUTHORIZATION NO. LB 8011
Dewberry
800 NORTH MAGNOLIA AVENUE
SUITE 1000
ORLANDO, FLORIDA 32803
(407) 843-5120

SKETCH OF DESCRIPTION
(THIS IS NOT A SURVEY)

SR 534 (OSCEOLA PARKWAY EXTENSION)
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL 534-274

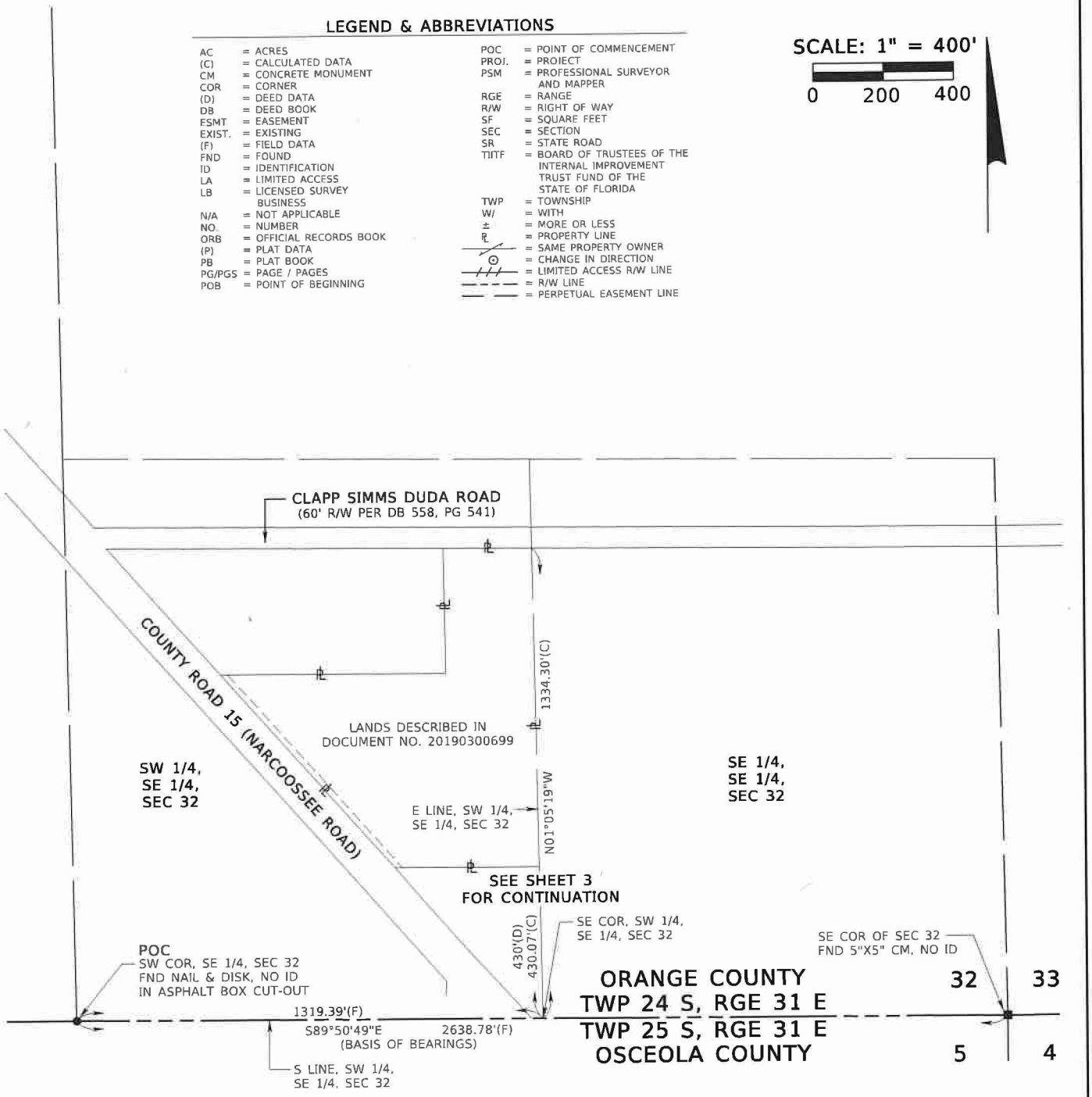
SCALE: N/A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 534 (OSCEOLA PARKWAY EXTENSION)
PROJECT NO. 534-243
PARCEL NO. 534-274
PURPOSE: RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGEND & ABBREVIATIONS

AC	= ACRES	POC	= POINT OF COMMENCEMENT
(C)	= CALCULATED DATA	PROJ.	= PROJECT
CM	= CONCRETE MONUMENT	PSM	= PROFESSIONAL SURVEYOR AND MAPPER
COR	= CORNER	RGE	= RANGE
(D)	= DEED DATA	R/W	= RIGHT OF WAY
DB	= DEED BOOK	SF	= SQUARE FEET
ESMT	= EASEMENT	SEC	= SECTION
EXIST.	= EXISTING	SR	= STATE ROAD
(F)	= FIELD DATA	TITF	= BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA
FND	= FOUND	TWP	= TOWNSHIP
ID	= IDENTIFICATION	W/	= WITH
LA	= LIMITED ACCESS	±	= MORE OR LESS
LB	= LICENSED SURVEY BUSINESS	℄	= PROPERTY LINE
N/A	= NOT APPLICABLE		= SAME PROPERTY OWNER
NO.	= NUMBER	⊙	= CHANGE IN DIRECTION
ORB	= OFFICIAL RECORDS BOOK		= LIMITED ACCESS R/W LINE
(P)	= PLAT DATA		= R/W LINE
PB	= PLAT BOOK		= PERPETUAL EASEMENT LINE
PG/PGS	= PAGE / PAGES		
POB	= POINT OF BEGINNING		

SCALE: 1" = 400'
0 200 400



SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEETS 2-5 FOR SKETCH OF DESCRIPTION

DATE	MAY 12, 2025
DRAWN BY	M.ROLLINS
CHECKED BY	S.WARE
DEWBERRY PROJECT NO.	50088267

REVISION	BY	DATE

CERTIFICATION OF AUTHORIZATION NO. LB 8011

Dewberry

800 NORTH MAGNOLIA AVENUE
SUITE 1000
ORLANDO, FLORIDA 32803
(407) 843-5120

SKETCH OF DESCRIPTION
(THIS IS NOT A SURVEY)

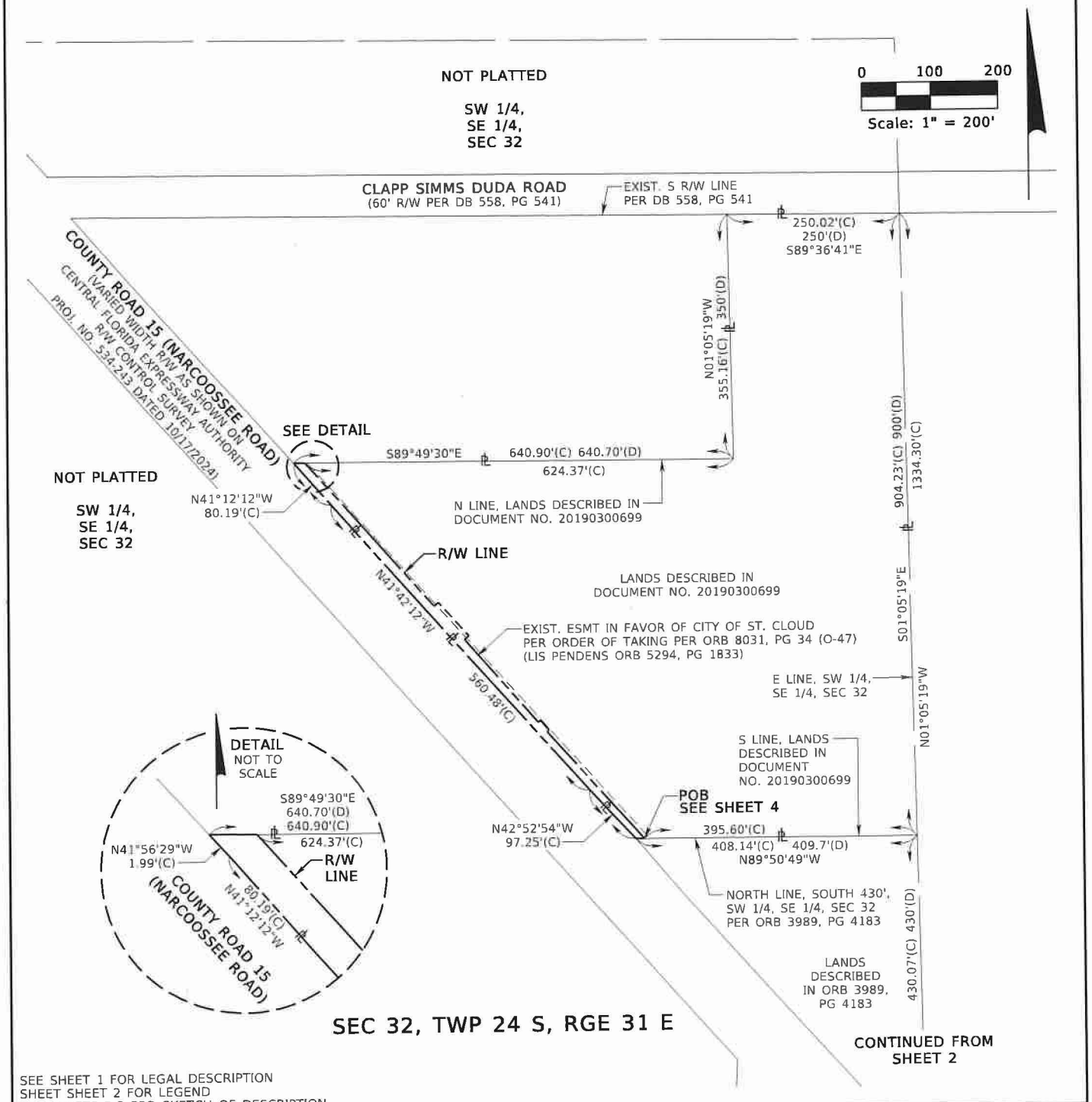
SR 534 (OSCEOLA PARKWAY EXTENSION)
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL
534-274

SCALE: 1"=400'

SHEET 2 OF 5

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 534 (OSCEOLA PARKWAY EXTENSION)
PROJECT NO. 534-243
PARCEL NO. 534-274
PURPOSE: RIGHT OF WAY
ESTATE: FEE SIMPLE



SEE SHEET 1 FOR LEGAL DESCRIPTION
SHEET SHEET 2 FOR LEGEND
SEE SHEETS 2-5 FOR SKETCH OF DESCRIPTION

DATE	MAY 12, 2025
DRAWN BY	M.ROLLINS
CHECKED BY	S.WARE
DEWBERRY PROJECT NO.	50088267

REVISION	BY	DATE

CERTIFICATION OF AUTHORIZATION NO. LB 8011

Dewberry

800 NORTH MAGNOLIA AVENUE
SUITE 1000
ORLANDO, FLORIDA 32803
(407) 843-5120

SKETCH OF DESCRIPTION
(THIS IS NOT A SURVEY)

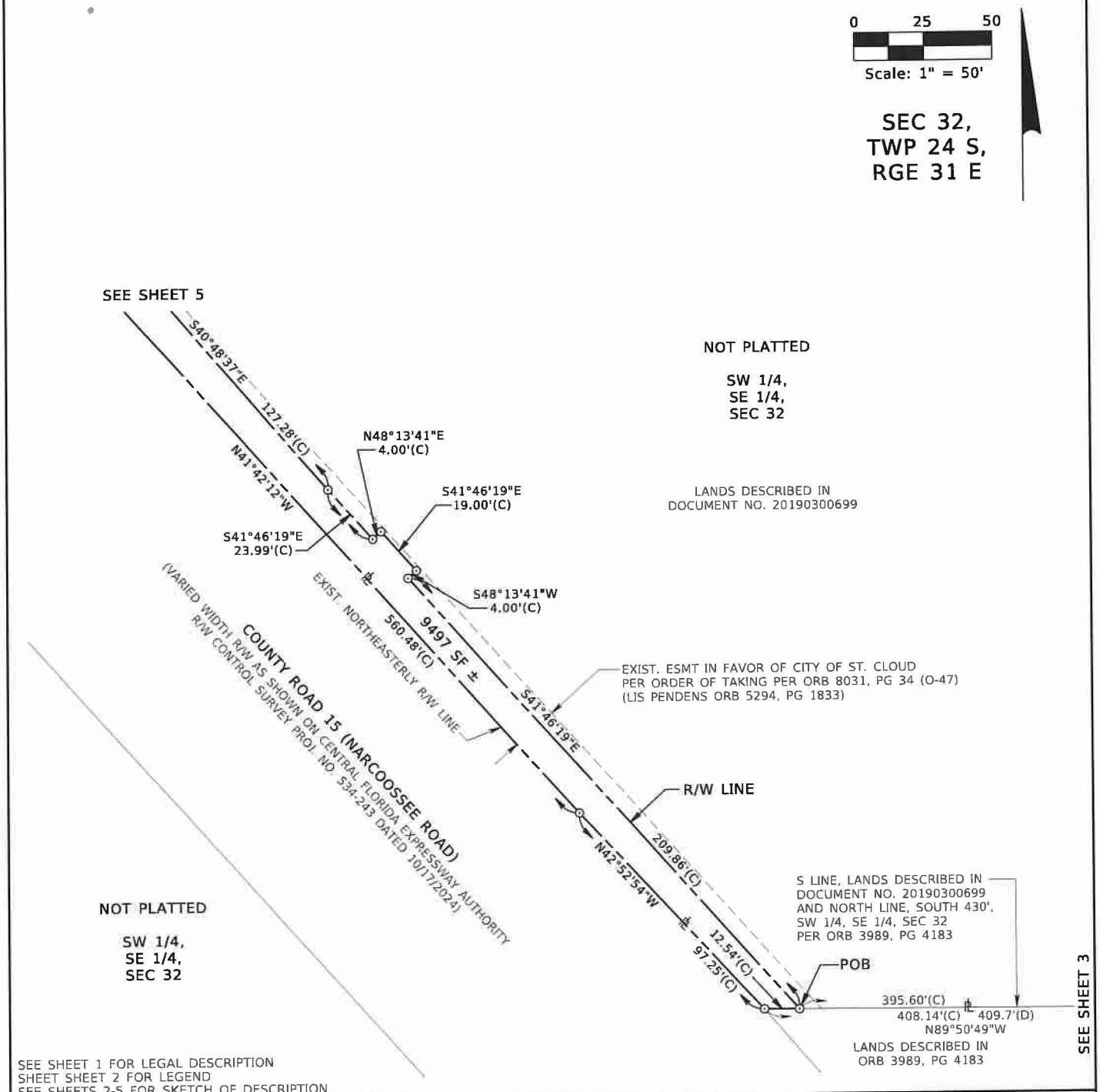
SR 534 (OSCEOLA PARKWAY EXTENSION)
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL 534-274

SCALE: 1"=200'

SHEET 3 OF 5

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 534 (OSCEOLA PARKWAY EXTENSION)
PROJECT NO. 534-243
PARCEL NO. 534-274
PURPOSE: RIGHT OF WAY
ESTATE: FEE SIMPLE



SEE SHEET 1 FOR LEGAL DESCRIPTION
SHEET SHEET 2 FOR LEGEND
SEE SHEETS 2-5 FOR SKETCH OF DESCRIPTION

DATE	MAY 12, 2025
DRAWN BY	M.ROLLINS
CHECKED BY	S.WARE
DEWBERRY PROJECT NO.	50088267

REVISION	BY	DATE

CERTIFICATION OF AUTHORIZATION NO. LB 8011

Dewberry

800 NORTH MAGNOLIA AVENUE
SUITE 1000
ORLANDO, FLORIDA 32803
(407) 843-5120

SKETCH OF DESCRIPTION
(THIS IS NOT A SURVEY)

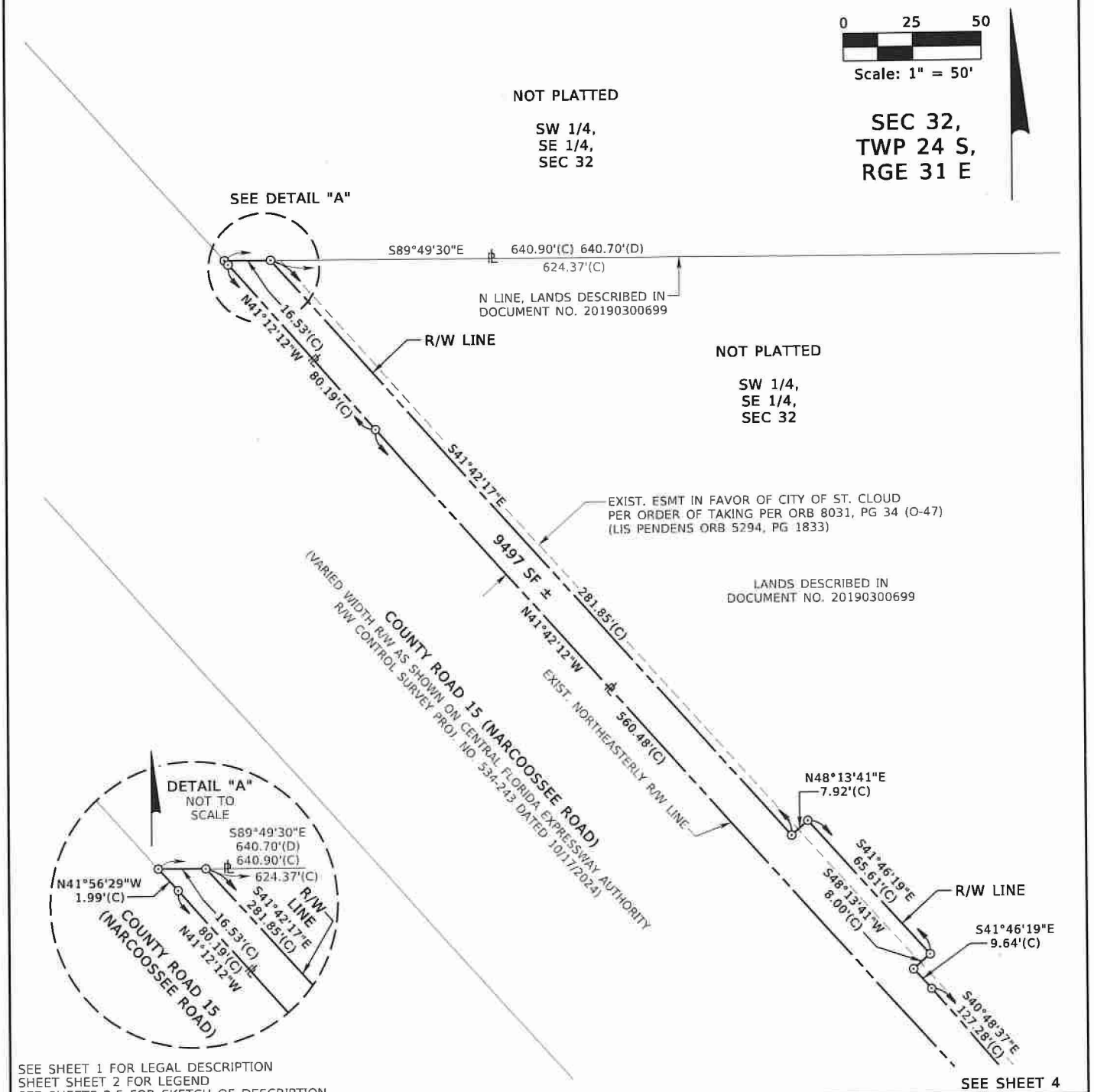
SR 534 (OSCEOLA PARKWAY EXTENSION)
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL
534-274

SCALE: 1"=50'

SHEET 4 OF 5

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 534 (OSCEOLA PARKWAY EXTENSION)
PROJECT NO. 534-243
PARCEL NO. 534-274
PURPOSE: RIGHT OF WAY
ESTATE: FEE SIMPLE



SEE SHEET 1 FOR LEGAL DESCRIPTION
SHEET SHEET 2 FOR LEGEND
SEE SHEETS 2-5 FOR SKETCH OF DESCRIPTION

SEE SHEET 4

DATE	MAY 12, 2025
DRAWN BY	M.ROLLINS
CHECKED BY	S.WARE
DEWBERRY PROJECT NO.	50088267

REVISION	BY	DATE

CERTIFICATION OF AUTHORIZATION NO. LB 8011

Dewberry
800 NORTH MAGNOLIA AVENUE
SUITE 1000
ORLANDO, FLORIDA 32803
(407) 843-5120

SKETCH OF DESCRIPTION
(THIS IS NOT A SURVEY)

SR 534 (OSCEOLA PARKWAY EXTENSION)
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL
534-274

SCALE: 1"=50'

TERMS OF EASEMENT FOR PARCELS 534-770A-B

THIS TEMPORARY CONSTRUCTION EASEMENT is made and entered into this ____ day of _____, 20__, by and between _____, owner of the property identified in Exhibit "A" (the "Temporary Construction Easement Area") attached hereto and incorporated herein by reference, whose address is _____, hereafter the GRANTOR, and the Central Florida Expressway Authority ("CFX" or the "Authority"), a body politic and corporate, and an agency of the state under the laws of the State of Florida, whose address is 4974 ORL Tower Road, Orlando, Florida 32807, hereafter the GRANTEE.

1. **Grant of Temporary Construction Easement:** Grantor hereby grants, bargains, sells, conveys, and declares a non-exclusive temporary construction easement for the benefit of Grantee, Grantee's successors and assigns, and their respective employees, agents, contractors, subcontractors, independent contractors, and licensees (the "Temporary Construction Easement") over, under, upon, and through the Temporary Construction Easement Area.

2. **Purpose of Temporary Construction Easement:** The purpose of the Temporary Construction Easement shall be to permit Grantee, through itself, its employees, agents, contractors, subcontractors, and independent contractors (collectively, "Agents"), to enter upon the Temporary Construction Easement Area solely to access, construct, and maintain the State Road 534 Project and as is otherwise necessary or convenient to construct the State Road 534 Project, including, without limitation, the construction, placement, installation, repair, renovation, replacement, of the State Road 534 Project or any other improvements associated with the State Road 534 Project, together with the privileges and rights herein granted. For the full enjoyment of the rights granted herein, the Grantee shall have the further right to trim, cut, or remove trees, bushes, undergrowth, and other obstructions reasonably interfering with the location, construction, and maintenance of the State Road 534 Project and, as necessary or convenient, importing fill or changing the grade within the easement area. The Grantor further grants to Grantee the reasonable right to enter upon the adjoining lands of the Grantor for the purposes of exercising the rights herein granted upon notice and approval by the Grantee. To the extent permitted by law and subject to any applicable sovereign immunity, the Grantee shall indemnify and hold harmless the Grantor from and against any and all damage or loss arising out of the construction activities of the Grantee and/or its contractors, agents and assigns within the Temporary Construction Easement Area. The Grantee agrees and acknowledges that the Grantor makes no representations or warranties of any kind that the Grantor's property is suitable for vehicular, or any other use; the Grantee's use of the Grantor's property is solely at its own risk. Grantee shall be responsible for securing all required approvals, utility approvals and permits, if any, from the applicable governmental entity or agency having jurisdiction therefore in connection with the Grantee's use of Grantor's property. Nothing herein shall be interpreted or construed to grant any easement or other rights, temporary or otherwise, over any property other than the Temporary Construction Easement Area.

3. **Incidental Rights:** The Temporary Construction Easement herein granted and conveyed by the Grantor to the Grantee grants the right of Grantee, its employees, agents, contractors, subcontractors, and independent contractors: (a) to patrol, inspect, alter, improve, maintain, repair, rebuild, and remove all or any part of the improvements consistent with the terms of this Indenture; (b) to trim, cut, or remove trees, bushes, undergrowth and other obstructions or improvements that negatively impact the State Road 534 Project; (c) to enter onto any portion of Grantor's real property necessary for Grantee to exercise the rights granted herein, upon reasonable notice to Grantor; and (d) all other rights and privileges reasonably necessary or convenient for Grantee's enjoyment and use of the foregoing Temporary Construction Easement for the purposes described above and in furtherance of the provisions set forth herein.

4. **Term of Easement**: The term of the Temporary Construction Easement granted herein shall begin on the date the Grantee provides Grantor written notice that it intends to begin construction of the State Road 534 Project on the Grantee's adjoining land ("Notice of Construction of the Project") and end on the earlier of: (1) five (5) years from the date of the Notice of Construction of the Project; or (2) completion of the State Road 534 Project.

5. **No Liability**: Nothing in this Temporary Construction Easement shall operate to impose any obligation on the Grantee with respect to the operation and maintenance of the State Road 534 Project, nor does this Easement operate to create or impose any liability with respect to the Grantee arising from the activities of the Authority.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 534 (OSCEOLA PARKWAY EXTENSION)
PROJECT NO. 534-243
PARCEL NO. 534-770
PURPOSE: TEMPORARY CONSTRUCTION EASEMENT
ESTATE: EASEMENT

LEGAL DESCRIPTION:

PART A
A parcel of land in the Southeast 1/4 and the Southwest 1/4 of Section 32, Township 24 South, Range 31 East, Orange County, Florida being a portion of County Road 15 (Narcoossee Road), a varied width Right of Way as shown on Orange County Board of County Commissioners Right of Way Map, Capital Improvement Program 5101, being more particularly described as follows:

Commence at a found nail and disk with no identification in asphalt box cut-out marking the Southwest corner of the Southeast 1/4 of Section 32, Township 24 South, Range 31 East, Orange County, Florida; thence run South 89°50'49" East along the South line of the Southeast 1/4 of said Section 32, a distance of 1106.11 feet to the POINT OF BEGINNING; thence departing said South line, run North 41°42'12" West, a distance of 90.21 feet to the existing Southwesterly Right of Way line of said County Road 15 as shown on said Right of Way Map; thence run along said Southwesterly Right of Way line the following two (2) courses: thence North 03°15'24" East, a distance of 39.37 feet; thence North 41°42'12" West, a distance of 1830.45 feet to the Easterly extension of the existing South Right of Way line of State Road 534 as described in document number 20220223959 of the Public Records of Orange County, Florida; thence departing said Southwesterly Right of Way line, run South 89°42'29" East along said Easterly extension, a distance of 161.46 feet to the existing Northeasterly Right of Way line of said County Road 15 as shown on said Right of Way Map; thence departing said Easterly extension, run along said Northeasterly Right of Way line the following eleven (11) courses: thence South 41°42'12" East, a distance of 94.50 feet; thence South 29°56'30" East, a distance of 69.51 feet; thence South 41°33'08" East, a distance of 314.99 feet; thence South 41°56'29" East, a distance of 168.55 feet; thence South 41°12'12" East, a distance of 80.19 feet; thence South 41°42'12" East, a distance of 560.48 feet; thence South 42°52'54" East, a distance of 97.25 feet; thence South 40°35'21" East, a distance of 102.85 feet; thence South 41°42'12" East, a distance of 200.05 feet; thence South 42°09'30" East, a distance of 214.07 feet; thence South 41°01'43" East, a distance of 59.45 feet to aforesaid South line of the Southeast 1/4 of said Section 32; thence departing said Northeasterly Right of Way line, run North 89°50'49" West along said South line, a distance of 179.67 feet to the POINT OF BEGINNING.

Containing 4.894 acres, more or less.

NOTES:

1. THIS SKETCH OF DESCRIPTION WAS PREPARED WITHOUT THE BENEFIT OF A PROPERTY INFORMATION REPORT.
2. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT, DERIVING A BEARING OF SOUTH 89°50'49" EAST ALONG THE SOUTH LINE OF THE SE 1/4 OF SECTION 32, TOWNSHIP 24 SOUTH, RANGE 31 EAST FOR PART A AND A BEARING OF NORTH 01°38'27" WEST ALONG THE WEST LINE OF THE SW 1/4 OF SECTION 32, TOWNSHIP 24 SOUTH, RANGE 31 EAST FOR PART B, ALL IN ORANGE COUNTY, FLORIDA.
3. THIS SKETCH OF DESCRIPTION IS NOT A SURVEY. ALL DATA DEPICTED AS FIELD (F) WAS PROVIDED BY OTHERS.
4. THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.062(3).
5. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY SHEILA A. WARE, PSM NO. 5529, ON 06/18/2025 PER FAC 5J-17.062(2).

I HEREBY CERTIFY 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.

THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED BY:

SHEILA A WARE LICENSE NUMBER 5529 STATE OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

Sheila A Ware 2025.07.02 09:05:47 -04'00'

SHEILA A. WARE, PSM
LICENSE NO. 5529

SEE SHEET 3 FOR LEGEND
SEE SHEETS 3-5 FOR SKETCH OF DESCRIPTION

DATE	JUNE 18, 2025
DRAWN BY	M.ROLLINS
CHECKED BY	S.WARE
DEWBERRY PROJECT NO.	50088267

REVISION	BY	DATE

CERTIFICATION OF AUTHORIZATION NO. LB 8011
Dewberry
800 NORTH MAGNOLIA AVENUE
SUITE 1000
ORLANDO, FLORIDA 32803
(407) 843-5120

SKETCH OF DESCRIPTION
(THIS IS NOT A SURVEY)

SR 534 (OSCEOLA PARKWAY EXTENSION)
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL 534-770

SCALE: N/A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 534 (OSCEOLA PARKWAY EXTENSION)
PROJECT NO. 534-243
PARCEL NO. 534-770
PURPOSE: TEMPORARY CONSTRUCTION EASEMENT
ESTATE: EASEMENT

LEGAL DESCRIPTION:

PART B
A parcel of land in the Southwest 1/4 and the Northwest 1/4 of Section 32, Township 24 South, Range 31 East, Orange County, Florida being a portion of County Road 15 (Narcoossee Road), a varied width Right of Way as shown on Orange County Board of County Commissioners Right of Way Map, Capital Improvement Program 5101 and Isles of Lake Nona Phase 1A according to the plat thereof as recorded in Plat Book 101, Page 135 of the Public Records of Orange County, Florida, being more particularly described as follows:

Commence at a found nail and disk with no identification in asphalt box cut-out marking the Southwest corner of Section 32, Township 24 South, Range 31 East, Orange County, Florida; thence run North 01°38'27" West along the West line of the Southwest 1/4 of said Section 32, a distance of 2976.73 feet to the Northwest corner of said Southwest 1/4; thence run South 89°19'31" East along the North line of the Southwest 1/4 of said Section 32, a distance of 1274.50 feet to the existing Southwesterly Right of Way line of said County Road 15 as shown on said Right of Way Map for the POINT OF BEGINNING; thence departing said North line, run North 41°42'12" West along said Southwesterly Right of Way line, a distance of 229.15 feet; thence departing said Southwesterly Right of Way line, run North 48°17'48" East, a distance of 120.00 feet to the existing Northeasterly Right of Way line of said County Road 15 as shown on said Right of Way Map; thence run South 41°42'12" East along said Northeasterly Right of Way line, a distance of 1559.51 feet; thence departing said Northeasterly Right of Way line, run North 84°49'10" West, a distance of 175.57 feet to aforesaid existing Southwesterly Right of Way line of County Road 15 as shown on said Right of Way Map; thence run North 41°42'12" West along said Southwesterly Right of Way line, a distance of 755.38 feet to the existing Southwesterly Right of Way line of said County Road 15 as shown on aforesaid Isles of Lake Nona Phase 1A; thence departing said Southwesterly Right of Way line as shown on said Right of Way Map, run along said Southwesterly Right of Way line as shown on said Plat the following five (5) courses: thence South 48°17'48" West, a distance of 17.50 feet; thence North 41°42'12" West, a distance of 365.99 feet; thence North 30°10'04" West, a distance of 37.50 feet; thence North 41°42'12" West, a distance of 12.67 feet; thence North 48°15'24" East, a distance of 10.00 feet to aforesaid Southwesterly Right of Way line of County Road 15 as shown on said Right of Way Map; thence departing said Southwesterly Right of Way line as shown on said Plat, run North 41°42'12" West along said Southwesterly Right of Way line of County Road 15 as shown on said Right of Way Map, a distance of 31.41 feet to the POINT OF BEGINNING.

Containing 4.281 acres, more or less.

SEE SHEET 3 FOR LEGEND
SEE SHEETS 6-7 FOR SKETCH OF DESCRIPTION

DATE	JUNE 18, 2025
DRAWN BY	M.ROLLINS
CHECKED BY	S.WARE
DEWBERRY PROJECT NO.	50088267

REVISION	BY	DATE

CERTIFICATION OF AUTHORIZATION NO. LB 8011
Dewberry
800 NORTH MAGNOLIA AVENUE
SUITE 1000
ORLANDO, FLORIDA 32803
(407) 843-5120

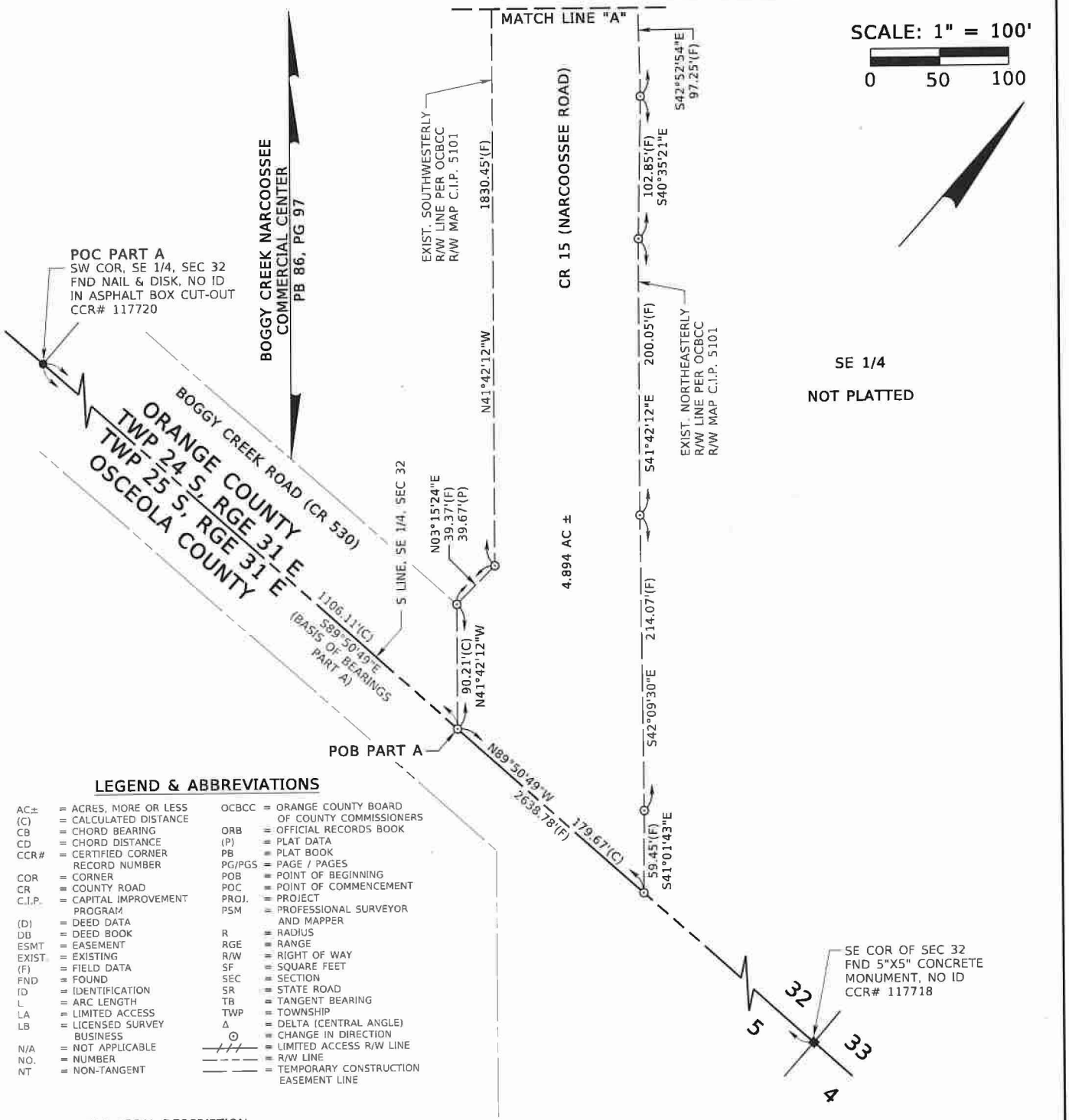
SKETCH OF DESCRIPTION
(THIS IS NOT A SURVEY)

SR 534 (OSCEOLA PARKWAY EXTENSION)
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL
534-770

SCALE: N/A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 534 (OSCEOLA PARKWAY EXTENSION)
PROJECT NO. 534-243
PARCEL NO. 534-770



LEGEND & ABBREVIATIONS

AC±	= ACRES, MORE OR LESS	OCBCC	= ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS
(C)	= CALCULATED DISTANCE	ORB	= OFFICIAL RECORDS BOOK
CB	= CHORD BEARING	(P)	= PLAT DATA
CD	= CHORD DISTANCE	PB	= PLAT BOOK
CCR#	= CERTIFIED CORNER RECORD NUMBER	PG/PGS	= PAGE / PAGES
COR	= CORNER	POB	= POINT OF BEGINNING
CR	= COUNTY ROAD	POC	= POINT OF COMMENCEMENT
C.I.P.	= CAPITAL IMPROVEMENT PROGRAM	PROJ.	= PROJECT
(D)	= DEED DATA	PSM	= PROFESSIONAL SURVEYOR AND MAPPER
DB	= DEED BOOK	R	= RADIUS
ESMT	= EASEMENT	RGE	= RANGE
EXIST.	= EXISTING	R/W	= RIGHT OF WAY
(F)	= FIELD DATA	SF	= SQUARE FEET
FND	= FOUND	SEC	= SECTION
ID	= IDENTIFICATION	SR	= STATE ROAD
L	= ARC LENGTH	TB	= TANGENT BEARING
LA	= LIMITED ACCESS	TWP	= TOWNSHIP
LB	= LICENSED SURVEY BUSINESS	Δ	= DELTA (CENTRAL ANGLE)
N/A	= NOT APPLICABLE	⊙	= CHANGE IN DIRECTION
NO.	= NUMBER	——//——	= LIMITED ACCESS R/W LINE
NT	= NON-TANGENT	— — —	= R/W LINE
		—— ——	= TEMPORARY CONSTRUCTION EASEMENT LINE

SEE SHEET 1 FOR LEGAL DESCRIPTION

DATE	JUNE 18, 2025
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DEWBERRY PROJECT NO.	50088267

REVISION	BY	DATE

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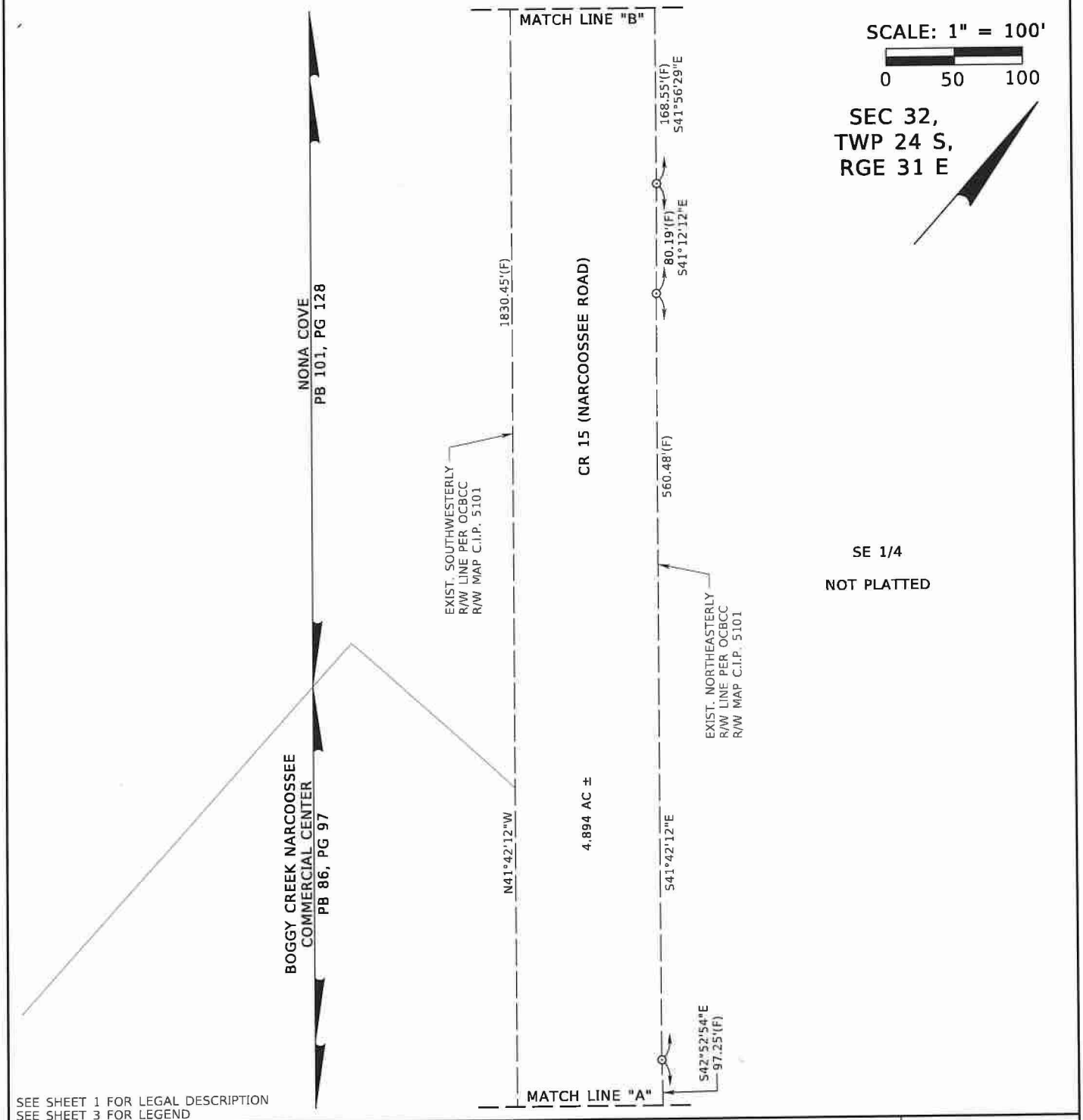
SR 534 (OSCEOLA PARKWAY EXTENSION)
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL 534-770

SCALE: 1"=100'

SHEET 3 OF 7

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 534 (OSCEOLA PARKWAY EXTENSION)
PROJECT NO. 534-243
PARCEL NO. 534-770



SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 3 FOR LEGEND

DATE	JUNE 18, 2025
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DEWBERRY PROJECT NO.	50088267

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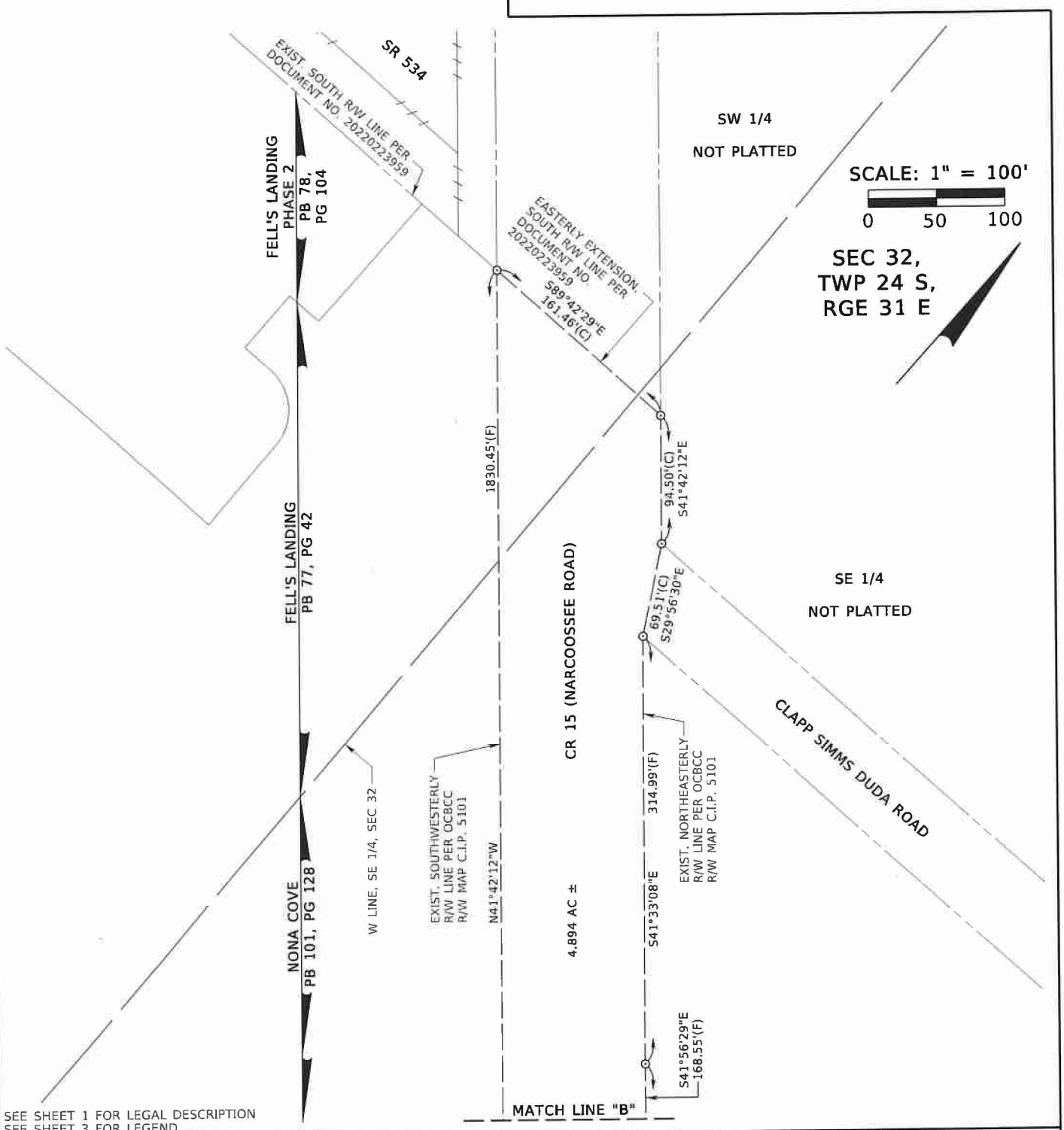
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL
534-770

SCALE: 1"=100'

SHEET 4 OF 7

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 534 (OSCEOLA PARKWAY EXTENSION)
PROJECT NO. 534-243
PARCEL NO. 534-770



SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 3 FOR LEGEND

DATE	JUNE 18, 2025
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DEWBERRY PROJECT NO.	50088267

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CERTIFICATION OF AUTHORIZATION NO. LB 8011

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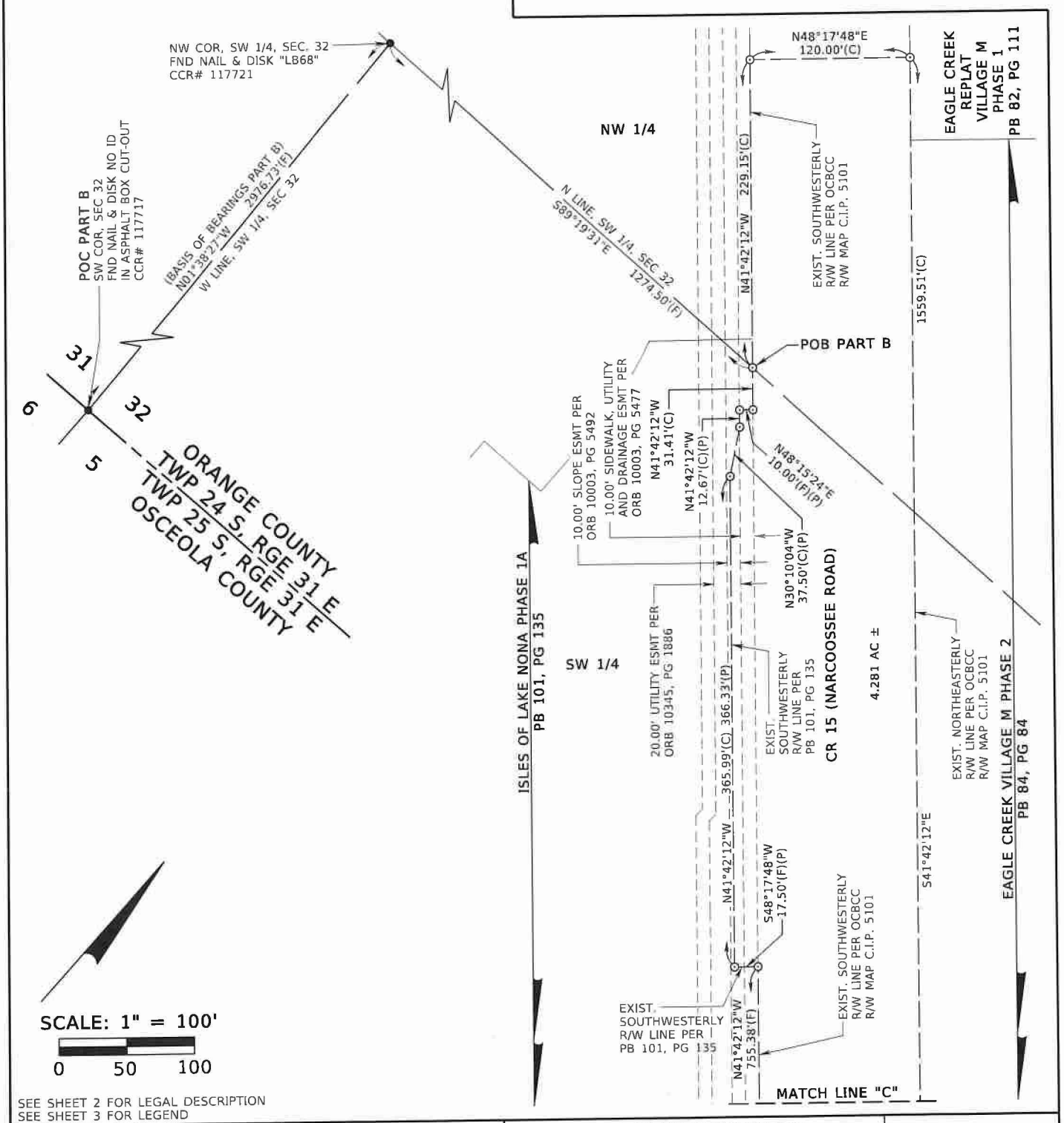
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL 534-770

SCALE: 1"=100'

SHEET 5 OF 7

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 534 (OSCEOLA PARKWAY EXTENSION)
PROJECT NO. 534-243
PARCEL NO. 534-770



SCALE: 1" = 100'

0 50 100

SEE SHEET 2 FOR LEGAL DESCRIPTION
SEE SHEET 3 FOR LEGEND

DATE	JUNE 18, 2025
DRAWN BY	M.ROLLINS
CHECKED BY	S.WARE
DEWBERRY PROJECT NO.	50088267

REVISION	BY	DATE

CERTIFICATION OF AUTHORIZATION NO. LB 8011

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800 NORTH MAGNOLIA AVENUE
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SKETCH OF DESCRIPTION
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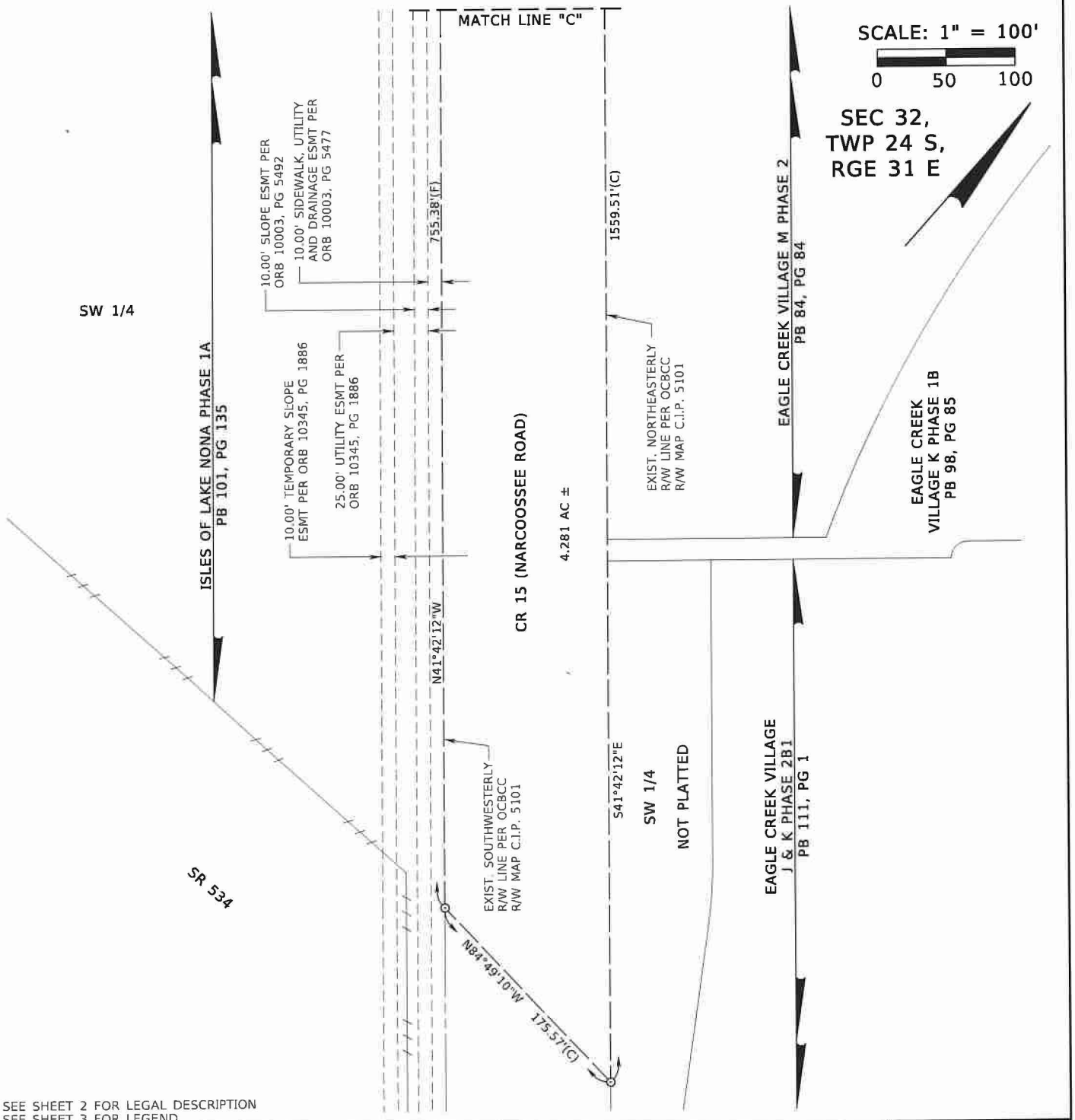
SR 534 (OSCEOLA PARKWAY EXTENSION)
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL
534-770

SCALE: 1"=100'

SHEET 6 OF 7

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 534 (OSCEOLA PARKWAY EXTENSION)
PROJECT NO. 534-243
PARCEL NO. 534-770



SEE SHEET 2 FOR LEGAL DESCRIPTION
SEE SHEET 3 FOR LEGEND

DATE	JUNE 18, 2025
DRAWN BY	M.ROLLINS
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DEWBERRY PROJECT NO.	50088267

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CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL
534-770

SCALE: 1"=100'

SHEET 7 OF 7

TERMS OF EASEMENT FOR PARCELS 534-776A-B

THIS PERPETUAL SLOPE AND CONSTRUCTION EASEMENT is made and entered into this ____ day of _____, 20__, by and between _____, owner of the property identified in Exhibit "A" (the "Easement Area") attached hereto and incorporated herein by reference, whose address is _____, hereafter the GRANTOR, and the Central Florida Expressway Authority ("CFX" or the "Authority"), a body politic and corporate, and an agency of the state under the laws of the State of Florida, whose address is 4974 ORL Tower Road, Orlando, Florida 32807, hereafter the GRANTEE.

1. **Grant of Slope and Construction Easement:** Grantor hereby grants, bargains, sells, conveys, and declares a perpetual, non-exclusive slope and construction easement for the benefit of Grantee, Grantee's successors and assigns, and their respective employees, agents, contractors, subcontractors, independent contractors, and licensees (the "Slope and Construction Easement") over, under, upon, and through the Easement Area, for the purpose of construction and maintenance of the State Road 534 Project and of slopes and embankments to support the associated improvements, including without limitation retention ponds.

   The Authority intends to adjust the existing limited access right of way south onto the Easement Area and to construct a portion of a retention pond there.

2. **Purpose of Slope and Construction Easement:** The purpose of the Slope and Construction Easement shall be to permit Grantee, through itself, its employees, agents, contractors, subcontractors, and independent contractors (collectively, "Agents"), to enter upon the Easement Area solely to access, construct, and maintain the State Road 534 Project and as is otherwise necessary or convenient to construct the State Road 534 Project, including, without limitation, the construction, placement, installation, repair, renovation, replacement, and maintenance of the State Road 534 Project, any other improvements associated with the State Road 534 Project, or slopes and embankments to support the State Road 534 Project and associated improvements, together with the privileges and rights herein granted. Those privileges and rights include the relocation of a limited access right of way line onto the Easement Area. For the full enjoyment of the rights granted herein, the Grantee shall have the further right to trim, cut, or remove trees, bushes, undergrowth, and other obstructions reasonably interfering with the location, construction, and maintenance of the State Road 534 Project and, as necessary or convenient, importing fill or changing the grade within the easement area. The Grantor further grants to Grantee the reasonable right to enter upon the adjoining lands of the Grantor for the purposes of exercising the rights herein granted upon notice and approval by the Grantee. To the extent permitted by law and subject to any applicable sovereign immunity, the Grantee shall indemnify and hold harmless the Grantor from and against any and all damage or loss arising out of the construction activities of the Grantee and/or its contractors, agents and assigns within the Easement Area. The Grantee agrees and acknowledges that the Grantor makes no representations or warranties of any kind that the Grantor's property is suitable for vehicular, or any other use; the Grantee's use of the Grantor's property is solely at its

own risk. Grantee shall be responsible for securing all required approvals, utility approvals and permits, if any, from the applicable governmental entity or agency having jurisdiction therefore in connection with the Grantee's use of Grantor's property. Nothing herein shall be interpreted or construed to grant any easement or other rights, temporary or otherwise, over any property other than the Temporary Construction Easement Area.

3. **Incidental Rights:** The Slope and Construction Easement herein granted and conveyed by the Grantor to the Grantee grants the right of Grantee, its employees, agents, contractors, subcontractors, and independent contractors: (a) to patrol, inspect, alter, improve, maintain, repair, rebuild, and remove all or any part of the improvements consistent with the terms of this Indenture; (b) to trim, cut, or remove trees, bushes, undergrowth and other obstructions or improvements that negatively impact the State Road 534 Project; (c) to enter onto any portion of Grantor's real property necessary for Grantee to exercise the rights granted herein, upon reasonable notice to Grantor; and (d) all other rights and privileges reasonably necessary or convenient for Grantee's enjoyment and use of the foregoing Slope and Construction Easement for the purposes described above and in furtherance of the provisions set forth herein.

4. **No Liability**: Nothing in this Slope and Construction Easement shall operate to impose any obligation on the Grantee with respect to the operation and maintenance of the State Road 534 Project, nor does this Easement operate to create or impose any liability with respect to the Grantee arising from the activities of the Authority.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 534 (OSCEOLA PARKWAY EXTENSION)
PROJECT NO. 534-244
PARCEL NO. 534-776
PURPOSE: PERPETUAL EASEMENT
ESTATE: EASEMENT

LEGAL DESCRIPTION:

PART A
A parcel of land in the Southeast 1/4 of Section 33, Township 24 South, Range 31 East, Orange County, Florida, being a portion of Clapp Simms Duda Road, a varied width Right of Way as described in Deed Book 649, Page 124, Deed Book 649, Page 125 and Deed Book 750, Page 26 all of the Public Records of Orange County, Florida, being more particularly described as follows:

Commence at a found 5-inch by 5-inch concrete monument with no identification marking the Southeast corner of Section 33, Township 24 South, Range 31 East, Orange County, Florida; thence run North 01°07'52" West along the East line of said Southeast 1/4, a distance of 1517.22 feet to the existing South Right of Way line of Clapp Simms Duda Road, a 30 feet wide Right of Way as described in Deed Book 593, Page 484 of the Public Records of Orange County, Florida; thence departing said East line, run South 89°56'12" West along said South Right of Way line, a distance of 664.78 feet to the West line of the East 1/2 of the Southeast 1/4 of the Southeast 1/4 of said Section 33; thence departing said South Right of Way line, run South 01°05'49" East along said West line, a distance of 30.00 feet to the existing South Right of Way line of Clapp Simms Duda Road, a 60 feet wide Right of Way as described in aforesaid Deed Book 750, Page 26; thence departing said West line, run along said South Right of Way line the following two (2) courses: thence South 89°56'12" West, a distance of 439.80 feet to the POINT OF BEGINNING; thence continue South 89°56'12" West, a distance of 225.00 feet to the West line of the West 1/2 of the Southeast 1/4 of the Southeast 1/4 of said Section 33; thence departing said South Right of Way line, run North 01°03'46" West along said West line, a distance of 19.09 feet to the existing South Right of Way line of Clapp Simms Duda Road, a 60 feet wide Right of Way as described in aforesaid Deed Book 649, Page 125; thence departing said West line, run South 72°41'56" West

SEE SHEET 2 FOR CONTINUATION

NOTES:

1. THIS SKETCH OF DESCRIPTION WAS PREPARED WITHOUT THE BENEFIT OF A PROPERTY INFORMATION REPORT.
2. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT, DERIVING A BEARING OF NORTH 01°07'52" WEST ALONG THE EAST LINE OF THE SE 1/4 OF SECTION 33, TOWNSHIP 24 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA.
3. THIS SKETCH OF DESCRIPTION IS NOT A SURVEY. ALL DATA DEPICTED AS FIELD (F) WAS PROVIDED BY OTHERS.
4. THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.062(3).
5. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY SHEILA A. WARE, PSM NO. 5529, ON 06/23/2025 PER FAC 5J-17.062(2).

I HEREBY CERTIFY 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.

THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED BY:

Sheila A Ware 2025.07.16 15:35:27 -04'00'

SHEILA A. WARE, PSM
LICENSE NO. 5529

SHEILA A. WARE LICENSE NUMBER 5529 STATE OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

SEE SHEET 9 FOR LEGEND
SEE SHEETS 5-9 FOR SKETCH OF DESCRIPTION

DATE	JUNE 23, 2025
DRAWN BY	M.ROLLINS
CHECKED BY	S.WARE
DEWBERRY PROJECT NO.	50185534

REVISED PURPOSE	MLR	07/16/2025
REVISION	BY	DATE

CERTIFICATION OF AUTHORIZATION NO. LB 8011
Dewberry
800 NORTH MAGNOLIA AVENUE
SUITE 1000
ORLANDO, FLORIDA 32803
(407) 843-5120

SKETCH OF DESCRIPTION
(THIS IS NOT A SURVEY)

SR 534 (OSCEOLA PARKWAY EXTENSION)
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL 534-776

SCALE: N/A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 534 (OSCEOLA PARKWAY EXTENSION)
PROJECT NO. 534-244
PARCEL NO. 534-776
PURPOSE: PERPETUAL EASEMENT
ESTATE: EASEMENT

LEGAL DESCRIPTION:

PART A
CONTINUED FROM SHEET 1

along said South Right of Way line, a distance of 205.64 feet to a point on a non-tangent curve concave Southwesterly, having a radius of 3030.00 feet, a chord distance of 87.67 feet and a chord bearing of North 64°06'46" West; thence departing said South Right of Way line from a tangent bearing of North 63°17'02" West, run Northwesterly along the arc of said curve through a central angle of 01°39'28", a distance of 87.67 feet to the existing North Right of Way line of Clapp Simms Duda Road, a 60 feet wide Right of Way as described in said Deed Book 649, Page 125; thence departing said curve, run North 72°41'56" East along said North Right of Way line, a distance of 315.49 feet to the existing North Right of Way line of Clapp Simms Duda Road, a 30 feet wide Right of Way as described in aforesaid Deed Book 649, Page 124; thence departing said North Right of Way line as described in said Deed Book 649, Page 125, run North 89°56'12" East along said North Right of Way line as described in said Deed Book 649, Page 124, a distance of 199.24 feet; thence departing said North Right of Way line, run South 00°03'48" East, a distance of 90.00 feet to the POINT OF BEGINNING.

Containing 0.803 acres, more or less.

SEE SHEET 9 FOR LEGEND
SEE SHEETS 5-9 FOR SKETCH OF DESCRIPTION

DATE	JUNE 23, 2025
DRAWN BY	M.ROLLINS
CHECKED BY	S.WARE
DEWBERRY PROJECT NO.	50185534

REVISED PURPOSE	MLR	07/16/2025
REVISION	BY	DATE

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CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL
534-776

SCALE: N/A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 534 (OSCEOLA PARKWAY EXTENSION)
PROJECT NO. 534-244
PARCEL NO. 534-776
PURPOSE: PERPETUAL EASEMENT
ESTATE: EASEMENT

LEGAL DESCRIPTION:

PART B
A parcel of land in the Southeast 1/4 and the Southwest 1/4 of Section 33 and the Southeast 1/4 of Section 32, all in Township 24 South, Range 31 East, Orange County, Florida, being a portion of Clapp Simms Duda Road, a varied width Right of Way as described in Deed Book 558, Page 541, Deed Book 649, Page 126, document number 20240210459 and as shown on Estates at Nona Sound according to the plat thereof as recorded in Plat Book 114, Page 126 and as shown on Cove at Nona Sound according to the plat thereof as recorded in Plat Book 112, Page 143, all of the Public Records of Orange County, Florida, being more particularly described as follows:

Commence at a found 5-inch by 5-inch concrete monument with no identification marking the Southeast corner of Section 33, Township 24 South, Range 31 East, Orange County, Florida; thence run North 01°07'52" West along the East line of said Southeast 1/4, a distance of 1517.22 feet to the existing South Right of Way line of Clapp Simms Duda Road, a 30 feet wide Right of Way as described in Deed Book 593, Page 484 of the Public Records of Orange County, Florida; thence departing said East line, run South 89°56'12" West along said South Right of Way line, a distance of 664.78 feet to the West line of the East 1/2 of the Southeast 1/4 of the Southeast 1/4 of said Section 33; thence departing said South Right of Way line, run South 01°05'49" East along said West line, a distance of 30.00 feet to the existing South Right of Way line of Clapp Simms Duda Road, a 60 feet wide Right of Way as described in aforesaid Deed Book 750, Page 26; thence departing said West line, run South 89°56'12" West along said South Right of Way line, a distance of 664.80 feet to the West line of the West 1/2 of the Southeast 1/4 of the Southeast 1/4 of said Section 33; thence departing said South Right of Way line, run North 01°03'46" West along said West line, a distance of 19.09 feet to the existing South Right of Way line of Clapp Simms Duda Road, a 60 feet wide Right of Way as described in aforesaid Deed Book 649, Page 125; thence departing said West line, run South 72°41'56" West along said South Right of Way line and along the existing South Right of Way line of Clapp Simms Duda Road as described in aforesaid Deed Book 649, Page 126, a distance of 704.52 feet; thence continue along said South Right of Way line as described in said Deed Book 649, Page 126 the following two (2) courses: thence North 89°55'42" West, a distance of 22.39 feet to the POINT OF BEGINNING; thence continue North 89°55'42" West, a distance of 427.36 feet to the existing South Right of Way line of Clapp Simms Duda Road as shown on aforesaid Estates at Nona Sound; thence departing said South Right of Way line as described in said Deed Book 649, Page 126, run along said South Right of Way line as shown on said Estates at Nona Sound the following four (4) courses: thence South 16°40'56" West, a distance of 15.98 feet; thence North 89°53'10" West, a distance of 16.48 feet; thence North 00°06'50" East, a distance of 9.30 feet; thence North 89°55'42" West, a distance of 1503.14 feet to the West line of the Southeast 1/4 of the Southwest 1/4 of said Section 33; thence departing said South Right of Way line, run South 00°59'22" East along said West line, a distance of 7.84 feet to the existing South Right of Way line of Clapp Simms Duda Road as shown on aforesaid Cove at Nona Sound; thence departing said West line, run along said South Right of Way line the following seven (7) courses: thence North 89°59'03" West, a distance of 67.55 feet; thence South 89°52'11" West, a distance of 96.48 feet; thence North 89°58'37" West, a distance of 98.27 feet; thence South 89°50'23" West, a distance of 102.71 feet; thence North 89°47'05" West, a distance of 105.62 feet; thence North 89°46'06" West, a distance of 96.52 feet; thence South 89°59'20" West, a distance of 93.22 feet to the West line of the East 1/2 of the Southwest 1/4 of the Southwest 1/4 of said Section 33; thence departing said South Right of Way line, run North 00°59'14" West along said West line, a distance of 11.85 feet to the existing South Right of Way line of Clapp Simms Duda Road as described in aforesaid document number 20240210459; thence departing said West line run along said South Right of Way line the following nineteen (19) courses: thence North

SEE SHEET 4 FOR CONTINUATION

SEE SHEET 9 FOR LEGEND
SEE SHEETS 5-9 FOR SKETCH OF DESCRIPTION

DATE	JUNE 23, 2025
DRAWN BY	M.ROLLINS
CHECKED BY	S.WARE
DEWBERRY PROJECT NO.	50185534

REVISED PURPOSE	MLR	07/16/2025
REVISION	BY	DATE

CERTIFICATION OF AUTHORIZATION NO. LB 8011
Dewberry
800 NORTH MAGNOLIA AVENUE
SUITE 1000
ORLANDO, FLORIDA 32803
(407) 843-5120

SKETCH OF DESCRIPTION
(THIS IS NOT A SURVEY)

SR 534 (OSCEOLA PARKWAY EXTENSION)
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL
534-776

SCALE: N/A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 534 (OSCEOLA PARKWAY EXTENSION)
PROJECT NO. 534-244
PARCEL NO. 534-776
PURPOSE: PERPETUAL EASEMENT
ESTATE: EASEMENT

LEGAL DESCRIPTION:

PART B
CONTINUED FROM SHEET 3

89°54'51" West, a distance of 82.14 feet; thence North 89°58'50" West, a distance of 99.97 feet; thence South 89°59'01" West, a distance of 99.99 feet; thence North 89°58'10" West, a distance of 100.03 feet; thence North 89°43'20" West, a distance of 100.12 feet; thence North 89°53'42" West, a distance of 99.87 feet; thence North 89°46'27" West, a distance of 78.26 feet to the West line of the Southwest 1/4 of said Section 33; thence departing said West line, continue North 89°46'27" West, a distance of 21.84 feet; thence North 89°43'44" West, a distance of 99.99 feet; thence North 89°45'53" West, a distance of 99.98 feet; thence North 89°42'53" West, a distance of 100.03 feet; thence North 89°38'59" West, a distance of 100.02 feet; thence North 89°52'16" West, a distance of 99.90 feet; thence North 89°57'21" West, a distance of 99.98 feet; thence South 89°57'29" West, a distance of 100.06 feet; thence North 89°48'54" West, a distance of 100.00 feet; thence North 88°54'42" West, a distance of 100.36 feet; thence North 88°55'35" West, a distance of 300.00 feet; thence North 89°26'35" West, a distance of 99.85 feet to the existing South Right of Way line of Clapp Simms Duda Road as described in aforesaid Deed Book 558, Page 541; thence departing said South Right of Way line as described in said document number 20240210459, run North 89°36'41" West along said South Right of Way line as described in said Deed Book 558, Page 541, a distance of 1204.45 feet; thence departing said South Right of Way line, run North 29°56'30" West, a distance of 69.51 feet to the existing North Right of Way line of Clapp Simms Duda Road as described in said Deed Book 558, Page 541; thence run along said North Right of Way line the following two (2) courses: thence South 89°36'41" East, a distance of 2560.68 feet; thence South 89°55'42" East, a distance of 2640.82 feet to the West line of the Southeast 1/4 of said Section 33 and the existing North Right of Way line of Clapp Simms Duda Road as described in aforesaid Deed Book 649, Page 126; thence departing said West line and said North Right of Way line as described in said Deed Book 558, Page 541, continue South 89°55'42" East along said North Right of Way line as described in said Deed Book 649, Page 126, a distance of 427.05 feet to a point on a non-tangent curve concave Southwesterly, having a radius of 2700.00 feet, a chord distance of 213.61 feet and a chord bearing of South 73°36'54" East; thence departing said North Right of Way line from a tangent bearing of South 75°52'56" East, run Southeasterly along the arc of said curve through a central angle of 04°32'03", a distance of 213.66 feet to the POINT OF BEGINNING.

Containing 8.434 acres, more or less.

SEE SHEET 9 FOR LEGEND
SEE SHEETS 5-9 FOR SKETCH OF DESCRIPTION

DATE	JUNE 23, 2025
DRAWN BY	M.ROLLINS
CHECKED BY	S.WARE
DEWBERRY PROJECT NO.	50185534

REVISED PURPOSE	MLR	07/16/2025
REVISION	BY	DATE

CERTIFICATION OF AUTHORIZATION NO. LB 8011

Dewberry

800 NORTH MAGNOLIA AVENUE
SUITE 1000
ORLANDO, FLORIDA 32803
(407) 843-5120

SKETCH OF DESCRIPTION
(THIS IS NOT A SURVEY)

SR 534 (OSCEOLA PARKWAY EXTENSION)
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL
534-776

SCALE: N/A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 534 (OSCEOLA PARKWAY EXTENSION)
PROJECT NO. 534-244
PARCEL NO. 534-776

DATE	JUNE 23, 2025
DRAWN BY	M.ROLLINS
CHECKED BY	S.WARE
DEWBERRY PROJECT NO.	50185534

REVISION	BY	DATE

CERTIFICATION OF AUTHORIZATION NO. LB 8011

Dewberry

800 NORTH MAGNOLIA AVENUE
SUITE 1000
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SKETCH OF DESCRIPTION
(THIS IS NOT A SURVEY)

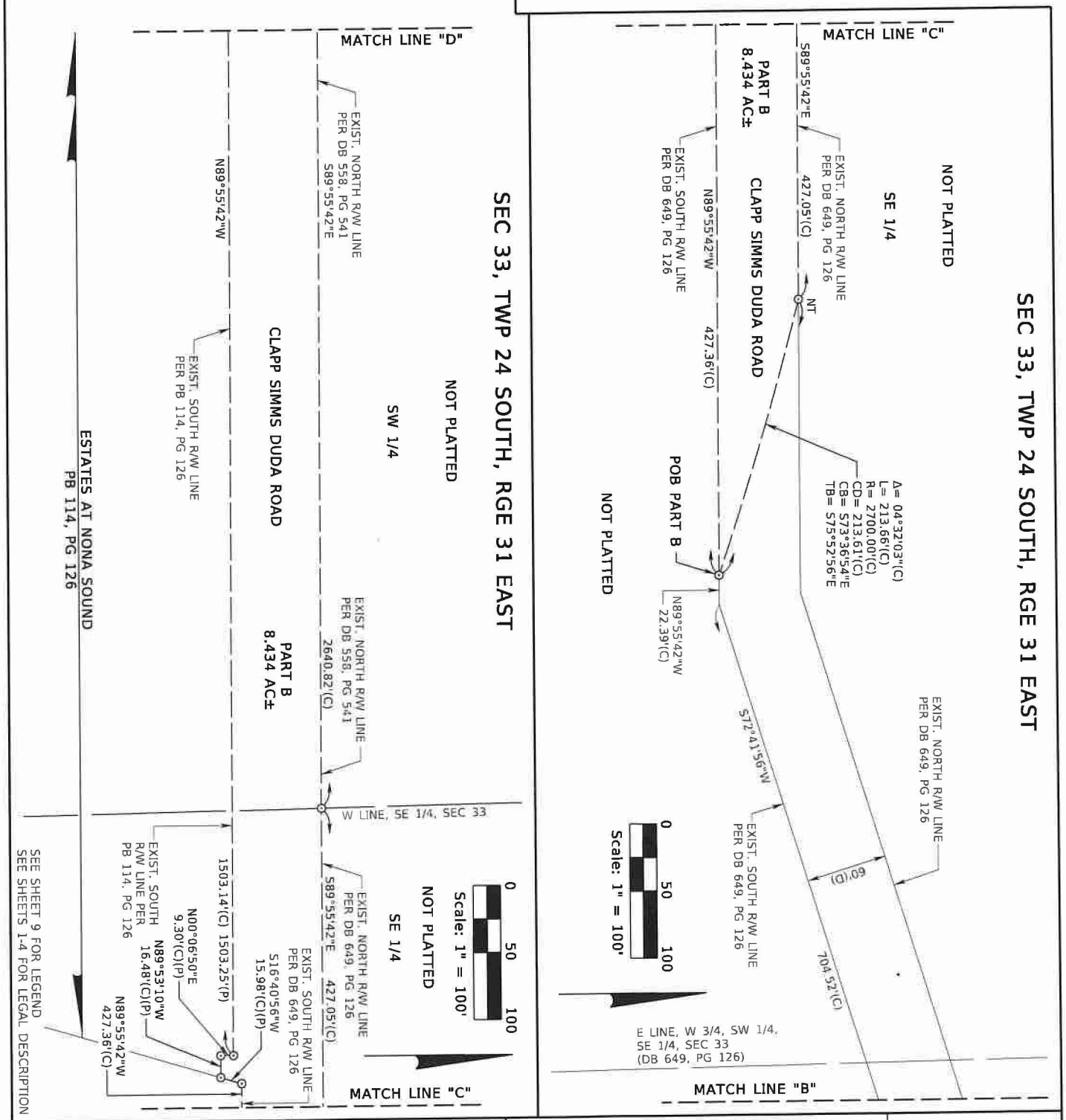
SR 534 (OSCEOLA PARKWAY EXTENSION)
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL
534-776

SCALE: 1"=100'

SHEET 5 OF 9

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 534 (OSCEOLA PARKWAY EXTENSION)
PROJECT NO. 534-244
PARCEL NO. 534-776



DATE	JUNE 23, 2025
DRAWN BY	M.ROLLINS
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DEWBERRY PROJECT NO.	50185534

REVISION	BY	DATE

CERTIFICATION OF AUTHORIZATION NO. LB 8011

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SKETCH OF DESCRIPTION
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SR 534 (OSCEOLA PARKWAY EXTENSION)
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL
534-776

SCALE: 1"=100'

SHEET 6 OF 9

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 534 (OSCEOLA PARKWAY EXTENSION)
PROJECT NO. 534-244
PARCEL NO. 534-776

DATE	JUNE 23, 2025
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SKETCH OF DESCRIPTION
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SR 534 (OSCEOLA PARKWAY EXTENSION)
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL
534-776

SCALE: 1"=100'

SHEET 7 OF 9

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 534 (OSCEOLA PARKWAY EXTENSION)
PROJECT NO. 534-244
PARCEL NO. 534-776

SEE SHEET 9 FOR LEGEND
SEE SHEETS 1-4 FOR LEGAL DESCRIPTION

DATE	JUNE 23, 2025
DRAWN BY	M.ROLLINS
CHECKED BY	S.WARE
DEWBERRY PROJECT NO.	50185534

REVISION	BY	DATE

CERTIFICATION OF AUTHORIZATION NO. LB 8011

Dewberry

800 NORTH MAGNOLIA AVENUE
SUITE 1000
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SKETCH OF DESCRIPTION
(THIS IS NOT A SURVEY)

SR 534 (OSCEOLA PARKWAY EXTENSION)
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL
534-776

SCALE: 1"=100'

SHEET 8 OF 9

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 534 (OSCEOLA PARKWAY EXTENSION)
PROJECT NO. 534-244
PARCEL NO. 534-776

LEGEND & ABBREVIATIONS

AC±	= ACRES, MORE OR LESS	OCBCC	= ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS
(C)	= CALCULATED DISTANCE	ORB	= OFFICIAL RECORDS BOOK
CB	= CHORD BEARING	(P)	= PLAT DATA
CD	= CHORD DISTANCE	PB	= PLAT BOOK
CCR#	= CERTIFIED CORNER RECORD NUMBER	PG/PGS	= PAGE / PAGES
COR	= CORNER	POB	= POINT OF BEGINNING
CR	= COUNTY ROAD	POC	= POINT OF COMMENCEMENT
C.I.P.	= CAPITAL IMPROVEMENT PROGRAM	PROJ.	= PROJECT
(D)	= DEED DATA	PSM	= PROFESSIONAL SURVEYOR AND MAPPER
DB	= DEED BOOK	R	= RADIUS
ESMT	= EASEMENT	RGE	= RANGE
EXIST.	= EXISTING	R/W	= RIGHT OF WAY
(F)	= FIELD DATA	SF	= SQUARE FEET
FND	= FOUND	SEC	= SECTION
ID	= IDENTIFICATION	SR	= STATE ROAD
L	= ARC LENGTH	TB	= TANGENT BEARING
LA	= LIMITED ACCESS	TWP	= TOWNSHIP
LB	= LICENSED SURVEY BUSINESS	Δ	= DELTA (CENTRAL ANGLE)
N/A	= NOT APPLICABLE	⊙	= CHANGE IN DIRECTION
NO.	= NUMBER	——/——/——	= LIMITED ACCESS R/W LINE
NT	= NON-TANGENT	————	= R/W LINE
		———— ————	= TEMPORARY CONSTRUCTION EASEMENT LINE

SEE SHEETS 1-4 FOR LEGAL DESCRIPTION

REVISION	BY	DATE

DATE	JUNE 23, 2025
DRAWN BY	M.ROLLINS
CHECKED BY	S.WARE
DEWBERRY PROJECT NO.	50185534

CERTIFICATION OF AUTHORIZATION NO. LB 8011

Dewberry

800 NORTH MAGNOLIA AVENUE
SUITE 1000
ORLANDO, FLORIDA 32803
(407) 843-5120

SKETCH OF DESCRIPTION
(THIS IS NOT A SURVEY)

SR 534 (OSCEOLA PARKWAY EXTENSION)
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL
534-776

SCALE: 1"=100'

SHEET 9 OF 9

TERMS OF EASEMENT FOR PARCELS 534-866, 534-868, 534-870, 534-877

THIS PERPETUAL AIR RIGHTS AND ACCESS EASEMENT is made and entered into this ____ day of _____, 20__, by and between _____, owner of the property identified in Exhibit "A" attached hereto and incorporated herein by reference, whose address is _____, hereafter the GRANTOR, and the Central Florida Expressway Authority ("CFX" or the "Authority"), a body politic and corporate, and an agency of the state under the laws of the State of Florida, whose address is 4974 ORL Tower Road, Orlando, Florida 32807, hereafter the GRANTEE.

1. **Grant of Air Rights Easement:** Grantor conveys to the Authority a non-exclusive, perpetual easement on, over, and through the Easement Property, described in Exhibit "A", for the purpose of construction, operation, improvement, expansion, maintenance, repair, and replacement from time to time of an overpass, bridge, bridge foundation, bridge pier, and appurtenant improvements (the "Expressway Facilities") and the State Road 534 Project, including a perpetual air rights easement that is not less than sixteen (16) feet above the current ground level as of the date of the taking. This includes all rights necessary to effectuate the construction, operation, improvement, expansion, maintenance, repair, or replacement of the Expressway Facilities, including without limitation the right to engage in canal re-grading and to modify the aerial limits adjusted for height.

   The Authority plans to construct a portion of the State Road 534 Project such that the Expressway Facilities are elevated over the Easement Property allowing continued access to the Grantor's property after the Expressway Facilities' construction. Thereafter, the Easement Property may be used for streets, sidewalks, canals, storm drainage, lightning, parking, and other uses that do not interfere with the Authority's easement rights.

2. **Grant of Access Easement:** Grantor hereby grants and conveys a non-exclusive, perpetual access easement (including without limitation, vehicular and pedestrian ingress and egress), not less than twelve feet (12') wide, for the benefit of the Authority, its successors and assigns, and their respective employees, agents, contractors, subcontractors, independent contractors, and licensees, over and through the Easement Property described in Exhibit "A".

3. **Owner's Rights**: Notwithstanding anything contained herein, all other rights not condemned by the Authority herein are reserved to the Grantee including, but not limited to, the right to construct streets, sidewalks, stormwater drainage, lights, and to otherwise use the easement area. No fixtures shall intrude upon the Expressway Facilities area or be attached to the underside of the overpass contemplated as part of the Expressway Facilities. After completion of the Expressway Facilities, the Authority shall have the right to periodically use the area below the air rights easement for purposes of maintaining and repairing the overpass and supporting structures. Grantee has no rights of ingress, egress, or access to the overpass or Expressway Facilities from the Grantee's remainder property, nor does Grantee have any rights to light, air, or view from the overpass.

4. **No Liability**: Nothing in this Perpetual Air Rights and Access Easement shall operate to impose any obligation on the Grantee with respect to the operation and maintenance of the State Road 534 Project, nor does this Easement operate to create or impose any liability with respect to the Grantee arising from the activities of the Authority.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 534 (OSCEOLA PARKWAY EXTENSION)
PROJECT NO. 534-244
PARCEL NO. 534-866
PURPOSE: PERPETUAL EASEMENT
ESTATE: EASEMENT

LEGAL DESCRIPTION:

A parcel of land in the Northwest 1/4 of the Southeast 1/4 and the Southwest 1/4 of the Southeast 1/4 of Section 33, Township 24 South, Range 31 East, Orange County, Florida, being a portion of the lands described in Document Number 20190526870 of the Public Records of Orange County, Florida, being more particularly described as follows:

Commence at a found 5-inch by 5-inch concrete monument with no identification marking the Southwest corner of the Southeast 1/4 of Section 33, Township 24 South, Range 31 East, Orange County, Florida; thence run North 00°59'43" West along the West line of the Southwest 1/4 of said Southeast 1/4, a distance of 1380.46 feet to the existing North Right of Way line of Clapp Simms Duda Road, a 60 feet wide Right of Way as described in Deed Book 649, Page 126 of said Public Records of Orange County, Florida; thence departing said West line, run South 89°55'42" East along said North Right of Way line, a distance of 145.27 feet to the Westerly line of lands described in said Document Number 20190526870 and Official Records Book 1667, Page 245 of said Public Records of Orange County, Florida for the POINT OF BEGINNING; thence departing said North Right of Way line, run along said Westerly line the following five (5) courses: thence North 16°41'00" East, a distance of 54.66 feet; thence South 89°55'38" East, a distance of 62.61 feet; thence North 16°41'00" East, a distance of 205.00 feet; thence North 73°19'00" West, a distance of 20.00 feet to a point on a non-tangent curve, concave Northwesterly, having a radius of 1875.00 feet, a chord distance of 114.96 feet and a chord bearing of North 14°55'36" East; thence from a tangent bearing of North 16°41'00" East run Northeasterly along the arc of said curve through a central angle of 03°30'48", a distance of 114.98 feet to a point on a non-tangent curve, concave Southwesterly, having a radius of 3030.00 feet, a chord distance of 125.07 feet and a chord bearing of South 78°51'04" East; thence departing said curve and said Westerly line, from a tangent bearing of South 80°02'01" East run Southeasterly along the arc of said curve through a central angle of 02°21'55", a distance of 125.08 feet to the Easterly line of lands described in said Document Number 20190526870, said point also being on a non-tangent curve, concave Northwesterly, having a radius of 2000.00 feet, a chord distance of 127.03 feet and a chord bearing of South 14°51'48" West; thence departing said curve, run along said Easterly line the following two (2) courses: thence from a tangent bearing of South 13°02'37" West run Southwesterly along the arc of said curve through a central angle of 03°38'23", a distance of 124.05 feet to the point of tangency thereof; thence South 16°41'00" West, a distance of 228.33 feet to aforesaid existing North Right of Way line of Clapp Simms Duda Road; thence departing said Easterly line, run North 89°55'42" West along said North Right of Way line, a distance of 172.18 feet to the POINT OF BEGINNING.

Containing 1.012 acres, more or less.

NOTES:

1. THIS SKETCH OF DESCRIPTION WAS PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NUMBER 33247-534-266 DATED 09/10/2024 AT 8:00 AM.
2. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT, DERIVING A BEARING OF NORTH 00°59'43" WEST ALONG THE WEST LINE OF THE EAST 1/2 OF SECTION 33, TOWNSHIP 24 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA.
3. THIS SKETCH OF DESCRIPTION IS NOT A SURVEY. ALL DATA DEPICTED AS FIELD (F) WAS PROVIDED BY OTHERS.
4. THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.062(3).
5. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY SHEILA A. WARE, PSM NO. 5529, ON 06/04/2025 PER FAC 5J-17.062(2).

I HEREBY CERTIFY 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.

THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED BY:

Sheila A Ware 2025.06.24 15:16:21 -04'00'

SHEILA A. WARE, PSM
LICENSE NO. 5529

SHEILA A. WARE LICENSE NUMBER 5529 STATE OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

SEE SHEET 2 FOR LEGEND AND SKETCH OF DESCRIPTION

DATE	JUNE 04, 2025
DRAWN BY	M.ROLLINS
CHECKED BY	S.WARE
DEWBERRY PROJECT NO.	50185534

REVISION	BY	DATE

CERTIFICATION OF AUTHORIZATION NO. LB 8011
Dewberry
800 NORTH MAGNOLIA AVENUE
SUITE 1000
ORLANDO, FLORIDA 32803
(407) 843-5120

SKETCH OF DESCRIPTION
(THIS IS NOT A SURVEY)

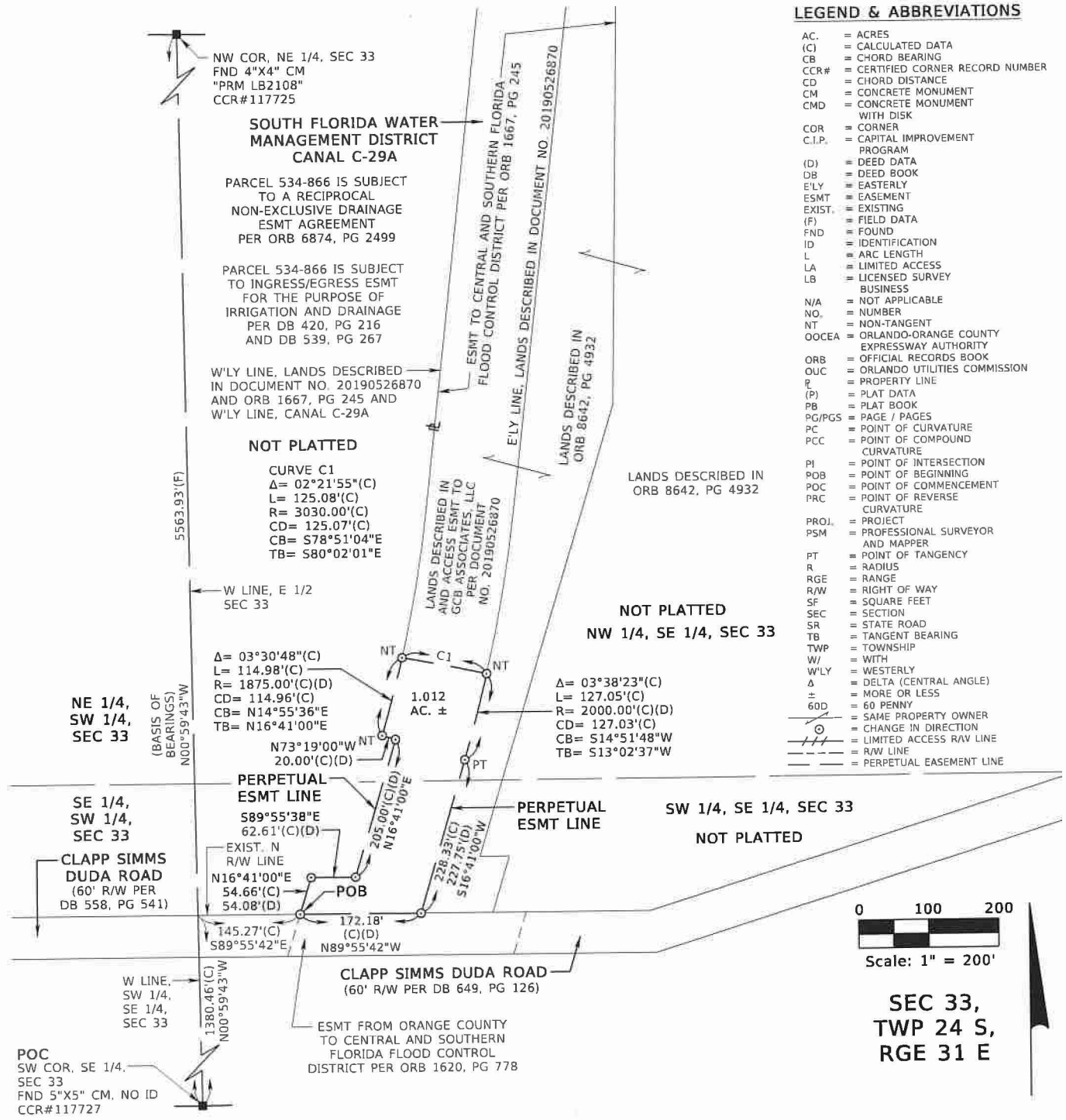
SR 534 (OSCEOLA PARKWAY EXTENSION)
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL 534-866

SCALE: N/A

SHEET 1 OF 2

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 534 (OSCEOLA PARKWAY EXTENSION)
PROJECT NO. 534-244
PARCEL NO. 534-866
PURPOSE: PERPETUAL EASEMENT
ESTATE: EASEMENT



LEGEND & ABBREVIATIONS

AC.	= ACRES
(C)	= CALCULATED DATA
CB	= CHORD BEARING
CCR#	= CERTIFIED CORNER RECORD NUMBER
CD	= CHORD DISTANCE
CM	= CONCRETE MONUMENT
CMD	= CONCRETE MONUMENT WITH DISK
COR	= CORNER
C.I.P.	= CAPITAL IMPROVEMENT PROGRAM
(D)	= DEED DATA
DB	= DEED BOOK
E'LY	= EASTERLY
ESMT	= EASEMENT
EXIST.	= EXISTING
(F)	= FIELD DATA
FND	= FOUND
ID	= IDENTIFICATION
L	= ARC LENGTH
LA	= LIMITED ACCESS
LB	= LICENSED SURVEY BUSINESS
N/A	= NOT APPLICABLE
NO.	= NUMBER
NT	= NON-TANGENT
OOCEA	= ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
ORB	= OFFICIAL RECORDS BOOK
OUC	= ORLANDO UTILITIES COMMISSION
℄	= PROPERTY LINE
(P)	= PLAT DATA
PB	= PLAT BOOK
PG/PGS	= PAGE / PAGES
PC	= POINT OF CURVATURE
PCC	= POINT OF COMPOUND CURVATURE
PI	= POINT OF INTERSECTION
POB	= POINT OF BEGINNING
POC	= POINT OF COMMENCEMENT
PRC	= POINT OF REVERSE CURVATURE
PROJ.	= PROJECT
PSM	= PROFESSIONAL SURVEYOR AND MAPPER
PT	= POINT OF TANGENCY
R	= RADIUS
RGE	= RANGE
R/W	= RIGHT OF WAY
SF	= SQUARE FEET
SEC	= SECTION
SR	= STATE ROAD
TB	= TANGENT BEARING
TWP	= TOWNSHIP
W/	= WITH
W'LY	= WESTERLY
Δ	= DELTA (CENTRAL ANGLE)
±	= MORE OR LESS
60D	= 60 PENNY
	= SAME PROPERTY OWNER
	= CHANGE IN DIRECTION
	= LIMITED ACCESS R/W LINE
	= R/W LINE
	= PERPETUAL EASEMENT LINE

SEE SHEET 1 FOR LEGAL DESCRIPTION

DATE	JUNE 04, 2025
DRAWN BY	M.ROLLINS
CHECKED BY	S.WARE
DEWBERRY PROJECT NO.	50185534

REVISION	BY	DATE

CERTIFICATION OF AUTHORIZATION NO. LB 8011

Dewberry

800 NORTH MAGNOLIA AVENUE
SUITE 1000
ORLANDO, FLORIDA 32803
(407) 843-5120

SKETCH OF DESCRIPTION
(THIS IS NOT A SURVEY)

SR 534 (OSCEOLA PARKWAY EXTENSION)
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL 534-866

SCALE: 1"=200'

SHEET 2 OF 2

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 534 (OSCEOLA PARKWAY EXTENSION)
PROJECT NO. 534-244
PARCEL NO. 534-868
PURPOSE: PERPETUAL EASEMENT
ESTATE: EASEMENT

LEGAL DESCRIPTION:

A parcel of land in the Northwest 1/4 of the Southeast 1/4 and the Southwest 1/4 of the Southeast 1/4 of Section 33, Township 24 South, Range 31 East, Orange County, Florida, being a portion of the lands described in Official Records Book 8642, Page 4932 of the Public Records of Orange County, Florida, being more particularly described as follows:

Commence at a found 5-inch by 5-inch concrete monument with no identification marking the Southwest corner of the Southeast 1/4 of Section 33, Township 24 South, Range 31 East, Orange County, Florida; thence run North 00°59'43" West along the West line of the Southwest 1/4 of said Southeast 1/4, a distance of 1380.46 feet to the existing North Right of Way line of Clapp Simms Duda Road, a 60 feet wide Right of Way as described in Deed Book 649, Page 126 of said Public Records of Orange County, Florida; thence departing said West line, run South 89°55'42" East along said North Right of Way line, a distance of 317.45 feet to the Easterly line of lands described in Document Number 20190526870 of said Public Records for the POINT OF BEGINNING; thence departing said North Right of Way line, run along said Easterly line the following two (2) courses: thence North 16°41'00" East, a distance of 228.33 feet to the point of curvature of a curve, concave Northwesterly, having a radius of 2000.00 feet, a chord distance of 127.03 feet and a chord bearing of North 14°51'48"East; thence run Northeasterly along the arc of said curve through a central angle of 03°38'23", a distance of 127.05 feet to a point on a non-tangent curve, concave Southwesterly, having a radius of 3030.00 feet, a chord distance of 64.17 feet and a chord bearing of South 77°03'42" East; thence departing said curve and said Easterly line, from a tangent bearing of South 77°40'06" East run Southeasterly along the arc of said curve through a central angle of 01°12'48", a distance of 64.17 feet to the Easterly line of lands described in said Official Records Book 1667, Page 245; thence departing said curve, run along said Easterly line the following three (3) courses: thence South 16°40'56" West, a distance of 258.11 feet; thence South 89°55'42" East, a distance of 41.74 feet; thence South 16°40'56" West, a distance of 83.48 feet to aforesaid existing North Right of Way line of Clapp Simms Duda Road; thence departing said Easterly line, run North 89°55'42" West along said North Right of Way line, a distance of 104.36 feet to the POINT OF BEGINNING.

Containing 0.561 acres, more or less.

NOTES:

1. THIS SKETCH OF DESCRIPTION WAS PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NUMBER 33247-534-268 DATED 08/19/2024 AT 8:00 AM.
2. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT, DERIVING A BEARING OF NORTH 00°59'43" WEST ALONG THE WEST LINE OF THE EAST 1/2 OF SECTION 33, TOWNSHIP 24 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA.
3. THIS SKETCH OF DESCRIPTION IS NOT A SURVEY. ALL DATA DEPICTED AS FIELD (F) WAS PROVIDED BY OTHERS.
4. THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.062(3).
5. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY SHEILA A. WARE, PSM NO. 5529, ON 06/04/2025 PER FAC 5J-17.062(2).

I HEREBY CERTIFY 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.

THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED BY:

Sheila A Ware 2025.06.24 15:17:33 -04'00'

SHEILA A. WARE, PSM
LICENSE NO. 5529

SHEILA A. WARE
LICENSE NUMBER
5529
STATE OF FLORIDA
PROFESSIONAL SURVEYOR AND MAPPER

SEE SHEET 2 FOR LEGEND AND SKETCH OF DESCRIPTION

DATE	JUNE 04, 2025
DRAWN BY	M.ROLLINS
CHECKED BY	S.WARE
DEWBERRY PROJECT NO.	50185534

REVISION	BY	DATE

CERTIFICATION OF AUTHORIZATION NO. LB 8011
Dewberry
800 NORTH MAGNOLIA AVENUE
SUITE 1000
ORLANDO, FLORIDA 32803
(407) 843-5120

SKETCH OF DESCRIPTION
(THIS IS NOT A SURVEY)

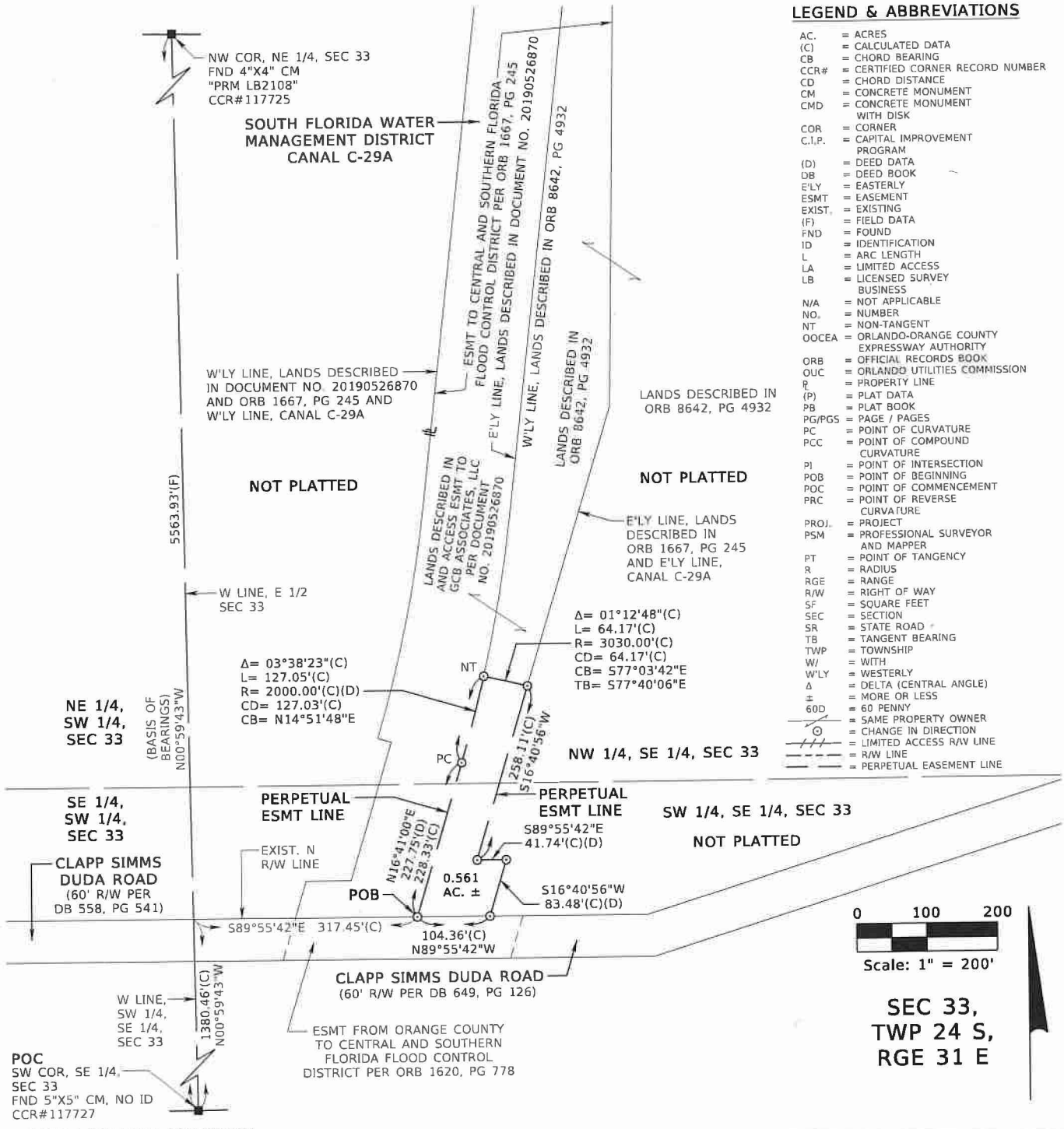
SR 534 (OSCEOLA PARKWAY EXTENSION)
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL
534-868

SCALE: N/A

SHEET 1 OF 2

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 534 (OSCEOLA PARKWAY EXTENSION)
PROJECT NO. 534-244
PARCEL NO. 534-868
PURPOSE: PERPETUAL EASEMENT
ESTATE: EASEMENT



LEGEND & ABBREVIATIONS

AC.	= ACRES
(C)	= CALCULATED DATA
CB	= CHORD BEARING
CCR#	= CERTIFIED CORNER RECORD NUMBER
CD	= CHORD DISTANCE
CM	= CONCRETE MONUMENT
CMD	= CONCRETE MONUMENT WITH DISK
COR	= CORNER
C.I.P.	= CAPITAL IMPROVEMENT PROGRAM
(D)	= DEED DATA
DB	= DEED BOOK
E'LY	= EASTERLY
ESMT	= EASEMENT
EXIST.	= EXISTING
(F)	= FIELD DATA
FND	= FOUND
ID	= IDENTIFICATION
L	= ARC LENGTH
LA	= LIMITED ACCESS
LB	= LICENSED SURVEY BUSINESS
N/A	= NOT APPLICABLE
NO.	= NUMBER
NT	= NON-TANGENT
OOCEA	= ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
ORB	= OFFICIAL RECORDS BOOK
OUC	= ORLANDO UTILITIES COMMISSION
P	= PROPERTY LINE
(P)	= PLAT DATA
PB	= PLAT BOOK
PG/PGS	= PAGE / PAGES
PC	= POINT OF CURVATURE
PCC	= POINT OF COMPOUND CURVATURE
PI	= POINT OF INTERSECTION
POB	= POINT OF BEGINNING
POC	= POINT OF COMMENCEMENT
PRC	= POINT OF REVERSE CURVATURE
PROJ.	= PROJECT
PSM	= PROFESSIONAL SURVEYOR AND MAPPER
PT	= POINT OF TANGENCY
R	= RADIUS
RGE	= RANGE
R/W	= RIGHT OF WAY
SF	= SQUARE FEET
SEC	= SECTION
SR	= STATE ROAD
TB	= TANGENT BEARING
TWP	= TOWNSHIP
W/	= WITH
W'LY	= WESTERLY
Δ	= DELTA (CENTRAL ANGLE)
±	= MORE OR LESS
60D	= 60 PENNY
	= SAME PROPERTY OWNER
	= CHANGE IN DIRECTION
	= LIMITED ACCESS R/W LINE
	= R/W LINE
	= PERPETUAL EASEMENT LINE

SEE SHEET 1 FOR LEGAL DESCRIPTION

DATE	JUNE 04, 2025
DRAWN BY	M.ROLLINS
CHECKED BY	S.WARE
DEWBERRY PROJECT NO.	50185534

REVISION	BY	DATE

CERTIFICATION OF AUTHORIZATION NO. LB 8011

Dewberry

800 NORTH MAGNOLIA AVENUE
SUITE 1000
ORLANDO, FLORIDA 32803
(407) 843-5120

SKETCH OF DESCRIPTION
(THIS IS NOT A SURVEY)

SR 534 (OSCEOLA PARKWAY EXTENSION)
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL 534-868

SCALE: 1"=200'

SHEET 2 OF 2

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 534 (OSCEOLA PARKWAY EXTENSION)
PROJECT NO. 534-244
PARCEL NO. 534-870
PURPOSE: PERPETUAL EASEMENT
ESTATE: EASEMENT

LEGAL DESCRIPTION:

A parcel of land in the Southeast 1/4 and the Southwest 1/4 of Section 32, Township 24 South, Range 31 East, Orange County, Florida, being a portion of said Southeast 1/4 and said Southwest 1/4 and a portion of County Road 15 (Narcoossee Road), a varied width Right of Way as shown on Orange County Board of County Commissioners Right of Way Map, Capital Improvement Program 5101, being more particularly described as follows:

Commence at a found nail and disk with no identification in asphalt box cut-out marking the Southwest corner of Section 32, Township 24 South, Range 31 East, Orange County, Florida; thence run North 01°38'27" West along the West line of the Southwest 1/4 of said Section 32, a distance of 2976.73 feet to the Northwest corner of said Southwest 1/4; thence run South 89°19'31" East along the North line of the Southwest 1/4 of said Section 32, a distance of 1436.94 feet to the existing Northeasterly Right of Way line of said County Road 15 as shown on said Right of Way Map; thence departing said North line, run South 41°42'12" East along said Northeasterly Right of Way line, a distance of 1220.87 feet to the POINT OF BEGINNING; thence departing said Northeasterly Right of Way line, run South 84°49'10" East, a distance of 51.34 feet; thence South 41°37'43" East, a distance of 760.94 feet to the Easterly extension of the existing South Right of Way line of State Road 534 as described in document number 20220223959 of the Public Records of Orange County, Florida; thence run North 89°42'29" West along said Easterly extension, a distance of 245.40 feet to the existing Limited Access Right of Way line of State Road 534 as described in said document number 20220223959; thence departing said Easterly extension, run North 41°41'44" West along said Limited Access Right of Way line, a distance of 787.94 feet to the existing North Limited Access Right of Way line of State Road 534 as described in said document number 20220223959; thence departing said Limited Access Right of Way line, run South 89°30'08" East along the Easterly extension of said North Limited Access Right of Way line, a distance of 38.04 feet to the existing Southwesterly Right of Way line of said County Road 15 as described on aforesaid Right of Way Map; thence departing said Easterly extension and said Southwesterly Right of Way line, run South 84°49'10" East, a distance of 175.57 feet to the POINT OF BEGINNING.

Containing 3.261 acres, more or less.

NOTES:

1. THIS SKETCH OF DESCRIPTION WAS PREPARED WITHOUT THE BENEFIT OF A PROPERTY INFORMATION REPORT.
2. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT, DERIVING A BEARING OF NORTH 01°38'27" WEST ALONG THE WEST LINE OF THE SW 1/4 OF SECTION 32, TOWNSHIP 24 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA.
3. THIS SKETCH OF DESCRIPTION IS NOT A SURVEY. ALL DATA DEPICTED AS FIELD (F) WAS PROVIDED BY OTHERS.
4. THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.062(3).
5. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY SHEILA A. WARE, PSM NO. 5529, ON 06/23/2025 PER FAC 5J-17.062(2).

I HEREBY CERTIFY 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.

THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED BY:

Sheila A Ware 2025.07.02 09:18:46 -04'00'

SHEILA A. WARE, PSM
LICENSE NO. 5529

SHEILA A. WARE LICENSE NUMBER 5529 STATE OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

SEE SHEET 2 FOR LEGEND
SEE SHEETS 2-4 FOR SKETCH OF DESCRIPTION

DATE	JUNE 23, 2025	
DRAWN BY	M.ROLLINS	
CHECKED BY	S.WARE	
DEWBERRY PROJECT NO.	50185534	
REVISION	BY	DATE

CERTIFICATION OF AUTHORIZATION NO. LB 8011
Dewberry
800 NORTH MAGNOLIA AVENUE
SUITE 1000
ORLANDO, FLORIDA 32803
(407) 843-5120

SKETCH OF DESCRIPTION
(THIS IS NOT A SURVEY)

SR 534 (OSCEOLA PARKWAY EXTENSION)
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

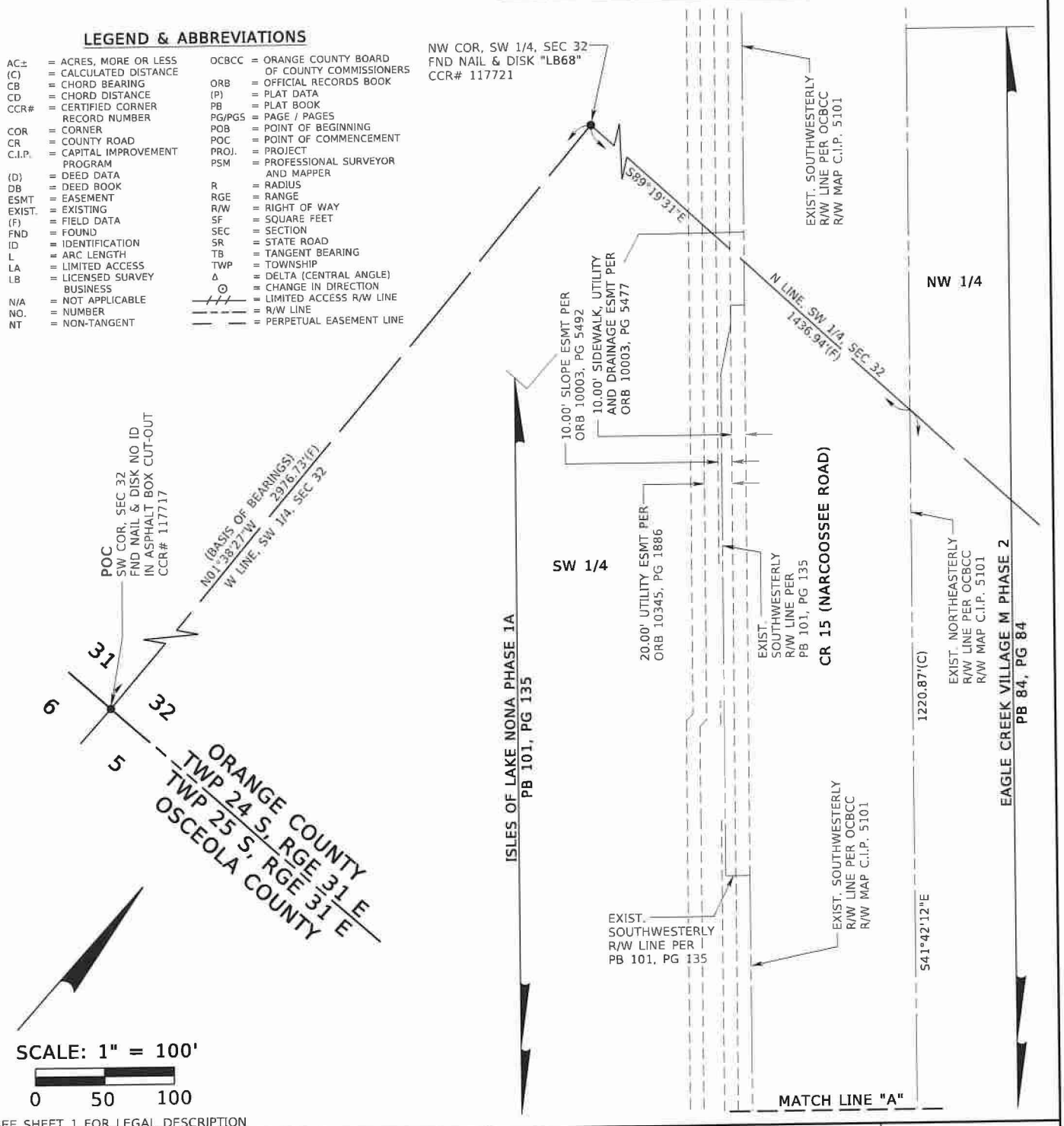
PARCEL 534-870

SCALE: N/A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 534 (OSCEOLA PARKWAY EXTENSION)
PROJECT NO. 534-244
PARCEL NO. 534-870

LEGEND & ABBREVIATIONS

AC±	= ACRES, MORE OR LESS	OCBCC	= ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS
(C)	= CALCULATED DISTANCE	ORB	= OFFICIAL RECORDS BOOK
CB	= CHORD BEARING	(P)	= PLAT DATA
CD	= CHORD DISTANCE	PB	= PLAT BOOK
CCR#	= CERTIFIED CORNER RECORD NUMBER	PG/PGS	= PAGE / PAGES
		POB	= POINT OF BEGINNING
COR	= CORNER	POC	= POINT OF COMMENCEMENT
CR	= COUNTY ROAD	PROJ.	= PROJECT
C.I.P.	= CAPITAL IMPROVEMENT PROGRAM	PSM	= PROFESSIONAL SURVEYOR AND MAPPER
(D)	= DEED DATA	R	= RADIUS
DB	= DEED BOOK	RGE	= RANGE
ESMT	= EASEMENT	R/W	= RIGHT OF WAY
EXIST.	= EXISTING	SF	= SQUARE FEET
(F)	= FIELD DATA	SEC	= SECTION
FND	= FOUND	SR	= STATE ROAD
ID	= IDENTIFICATION	TB	= TANGENT BEARING
L	= ARC LENGTH	TWP	= TOWNSHIP
LA	= LIMITED ACCESS	Δ	= DELTA (CENTRAL ANGLE)
LB	= LICENSED SURVEY BUSINESS	⊙	= CHANGE IN DIRECTION
N/A	= NOT APPLICABLE	//////	= LIMITED ACCESS R/W LINE
NO.	= NUMBER	— — —	= R/W LINE
NT	= NON-TANGENT	— — —	= PERPETUAL EASEMENT LINE



SCALE: 1" = 100'

0 50 100

SEE SHEET 1 FOR LEGAL DESCRIPTION

DATE	JUNE 23, 2025
DRAWN BY	M.ROLLINS
CHECKED BY	S.WARE
DEWBERRY PROJECT NO.	50185534

REVISION	BY	DATE

CERTIFICATION OF AUTHORIZATION NO. LB 8011

Dewberry

800 NORTH MAGNOLIA AVENUE
SUITE 1000
ORLANDO, FLORIDA 32803
(407) 843-5120

SKETCH OF DESCRIPTION
(THIS IS NOT A SURVEY)

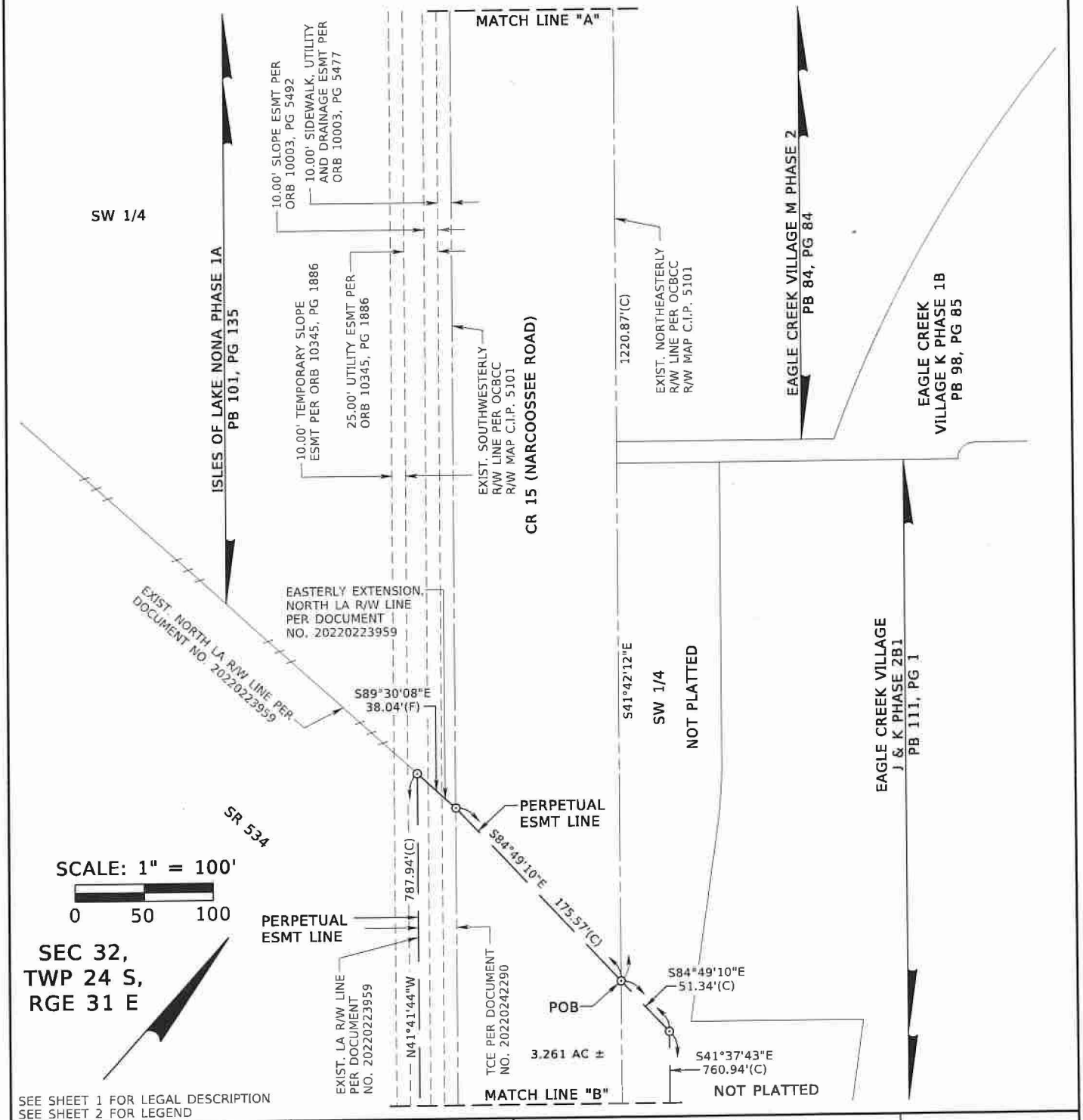
SR 534 (OSCEOLA PARKWAY EXTENSION)
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL 534-870

SCALE: 1"=100'

SHEET 2 OF 4

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 534 (OSCEOLA PARKWAY EXTENSION)
PROJECT NO. 534-244
PARCEL NO. 534-870



SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 2 FOR LEGEND

DATE	JUNE 23, 2025
DRAWN BY	M.ROLLINS
CHECKED BY	S.WARE
DEWBERRY PROJECT NO.	50185534

REVISION	BY	DATE

CERTIFICATION OF AUTHORIZATION NO. LB 8011

Dewberry

800 NORTH MAGNOLIA AVENUE
SUITE 1000
ORLANDO, FLORIDA 32803
(407) 843-5120

SKETCH OF DESCRIPTION
(THIS IS NOT A SURVEY)

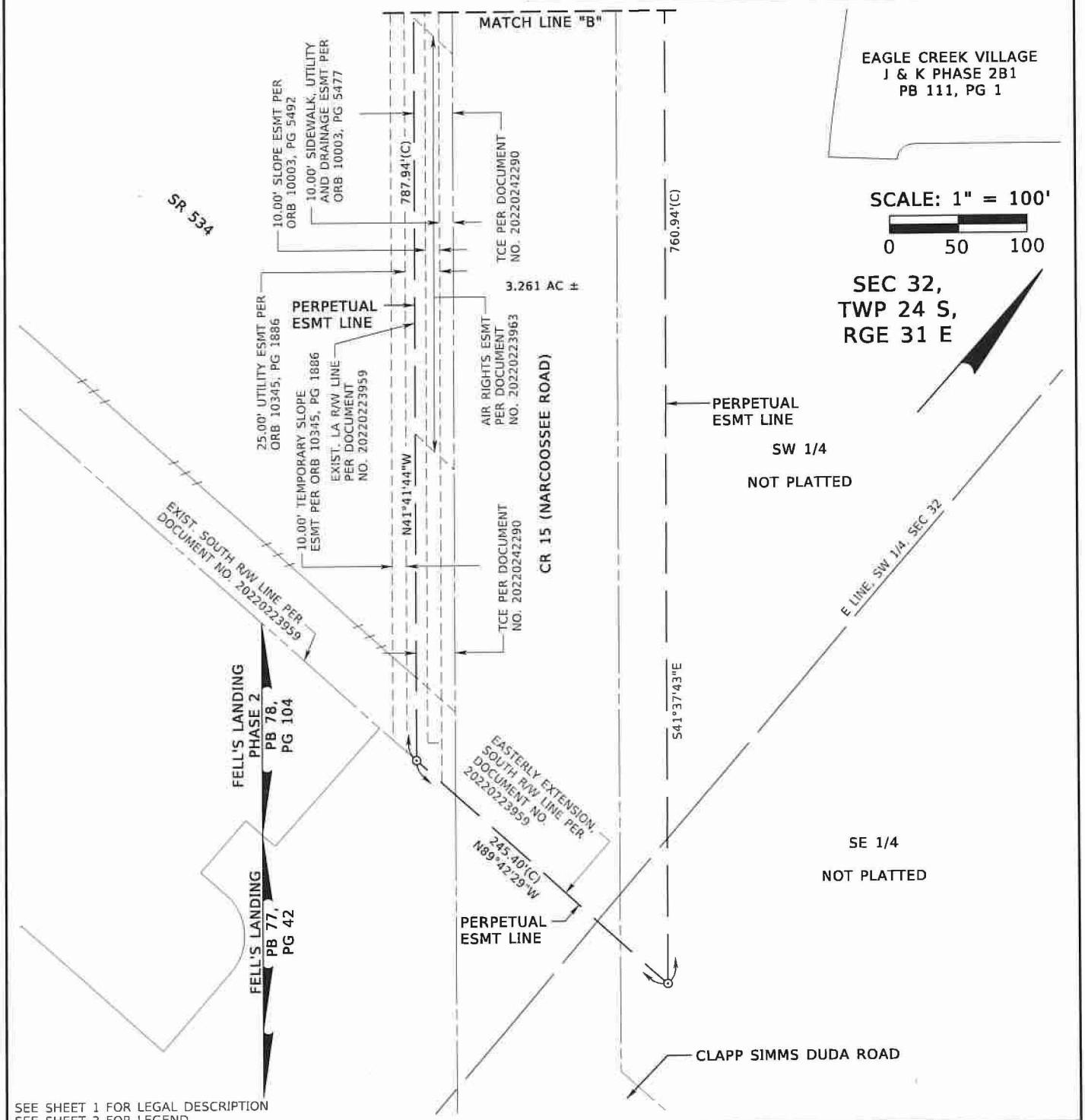
SR 534 (OSCEOLA PARKWAY EXTENSION)
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL 534-870

SCALE: 1"=100'

SHEET 3 OF 4

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 534 (OSCEOLA PARKWAY EXTENSION)
PROJECT NO. 534-244
PARCEL NO. 534-870



SEE SHEET 1 FOR LEGAL DESCRIPTION
SEE SHEET 2 FOR LEGEND

DATE	JUNE 23, 2025
DRAWN BY	M.ROLLINS
CHECKED BY	S.WARE
DEWBERRY PROJECT NO.	50185534

REVISION	BY	DATE

CERTIFICATION OF AUTHORIZATION NO. LB 8011

Dewberry

800 NORTH MAGNOLIA AVENUE
SUITE 1000
ORLANDO, FLORIDA 32803
(407) 843-5120

SKETCH OF DESCRIPTION
(THIS IS NOT A SURVEY)

SR 534 (OSCEOLA PARKWAY EXTENSION)
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL
534-870

SCALE: 1"=100'

SHEET 4 OF 4

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 534 (OSCEOLA PARKWAY EXTENSION)
PROJECT NO. 534-244
PARCEL NO. 534-877
PURPOSE: PERPETUAL EASEMENT
ESTATE: EASEMENT

LEGAL DESCRIPTION:

A parcel of land in the Southwest 1/4 of the Southeast 1/4 of Section 33, Township 24 South, Range 31 East, Orange County, Florida, being a portion of Clapp Simms Duda Road, a 60 feet wide Right of Way as described in Deed Book 649, Page 125 and Deed Book 649, Page 126 of the Public Records of Orange County, Florida, being more particularly described as follows:

Commence at a found 5-inch by 5-inch concrete monument with no identification marking the Southwest corner of the Southeast 1/4 of Section 33, Township 24 South, Range 31 East, Orange County, Florida; thence run North 00°59'43" West along the West line of the Southwest 1/4 of said Southeast 1/4, a distance of 1380.46 feet to the existing North Right of Way line of Clapp Simms Duda Road, a 60 feet wide Right of Way as described in said Deed Book 649, Page 126; thence departing said West line, run along said North Right of Way line the following two (2) courses: thence South 89°55'42" East, a distance of 427.05 feet to the POINT OF BEGINNING; thence continue South 89°55'42" East, a distance of 218.23 feet; thence run North 72°41'56" East along said North Right of Way line as described in said Deed Book 649, Page 126 and said Deed Book 649, Page 125, a distance of 425.80 feet to a point on a non-tangent curve, concave Southwesterly, having a radius of 3030.00 feet, a chord distance of 87.67 feet and a chord bearing of South 64°06'46" East; thence departing said North Right of Way line, from a tangent bearing of South 64°56'30" East run Southeasterly along the arc of said curve through a central angle of 01°39'28", a distance of 87.67 feet to the existing South Right of Way line of Clapp Simms Duda Road as described in said Deed Book 649, Page 125; thence departing said curve, run South 72°41'56" West along said South Right of Way line as described in Deed Book 649, Page 125 and said Deed Book 649, Page 126, a distance of 498.88 feet; thence continue along said South Right of Way line as described in Deed Book 649, Page 126, North 89°55'42" West, a distance of 22.39 feet to a point on a non-tangent curve, concave Southwesterly, having a radius of 2700.00 feet, a chord distance of 213.61 feet and a chord bearing of North 73°36'54" West; thence departing said South Right of Way line, from a tangent bearing of North 71°20'53" West run Northwesterly along the arc of said curve through a central angle of 04°32'03", a distance of 213.66 feet to the POINT OF BEGINNING.

Containing 0.796 acres, more or less.

NOTES:

1. THIS SKETCH OF DESCRIPTION WAS PREPARED WITHOUT THE BENEFIT OF A PROPERTY INFORMATION REPORT.
2. BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT, DERIVING A BEARING OF NORTH 00°59'43" WEST ALONG THE WEST LINE OF THE EAST 1/2 OF SECTION 33, TOWNSHIP 24 SOUTH, RANGE 31 EAST, ORANGE COUNTY, FLORIDA.
3. THIS SKETCH OF DESCRIPTION IS NOT A SURVEY. ALL DATA DEPICTED AS FIELD (F) WAS PROVIDED BY OTHERS.
4. THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.062(3).
5. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY SHEILA A. WARE, PSM NO. 5529, ON 06/04/2025 PER FAC 5J-17.062(2).

I HEREBY CERTIFY 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.

THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED BY:

Sheila A Ware 2025.07.02 09:03:41 -04'00'

SHEILA A. WARE, PSM
LICENSE NO. 5529

SHEILA A. WARE
LICENSE NUMBER
5529
STATE OF FLORIDA
PROFESSIONAL SURVEYOR AND MAPPER

SEE SHEET 2 FOR SKETCH OF DESCRIPTION AND LEGEND

DATE	JUNE 04, 2025
DRAWN BY	M.ROLLINS
CHECKED BY	S.WARE
DEWBERRY PROJECT NO.	50185534

REVISION	BY	DATE

CERTIFICATION OF AUTHORIZATION NO. LB 8011
Dewberry
800 NORTH MAGNOLIA AVENUE
SUITE 1000
ORLANDO, FLORIDA 32803
(407) 843-5120

SKETCH OF DESCRIPTION
(THIS IS NOT A SURVEY)

SR 534 (OSCEOLA PARKWAY EXTENSION)
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL
534-877

SCALE: N/A

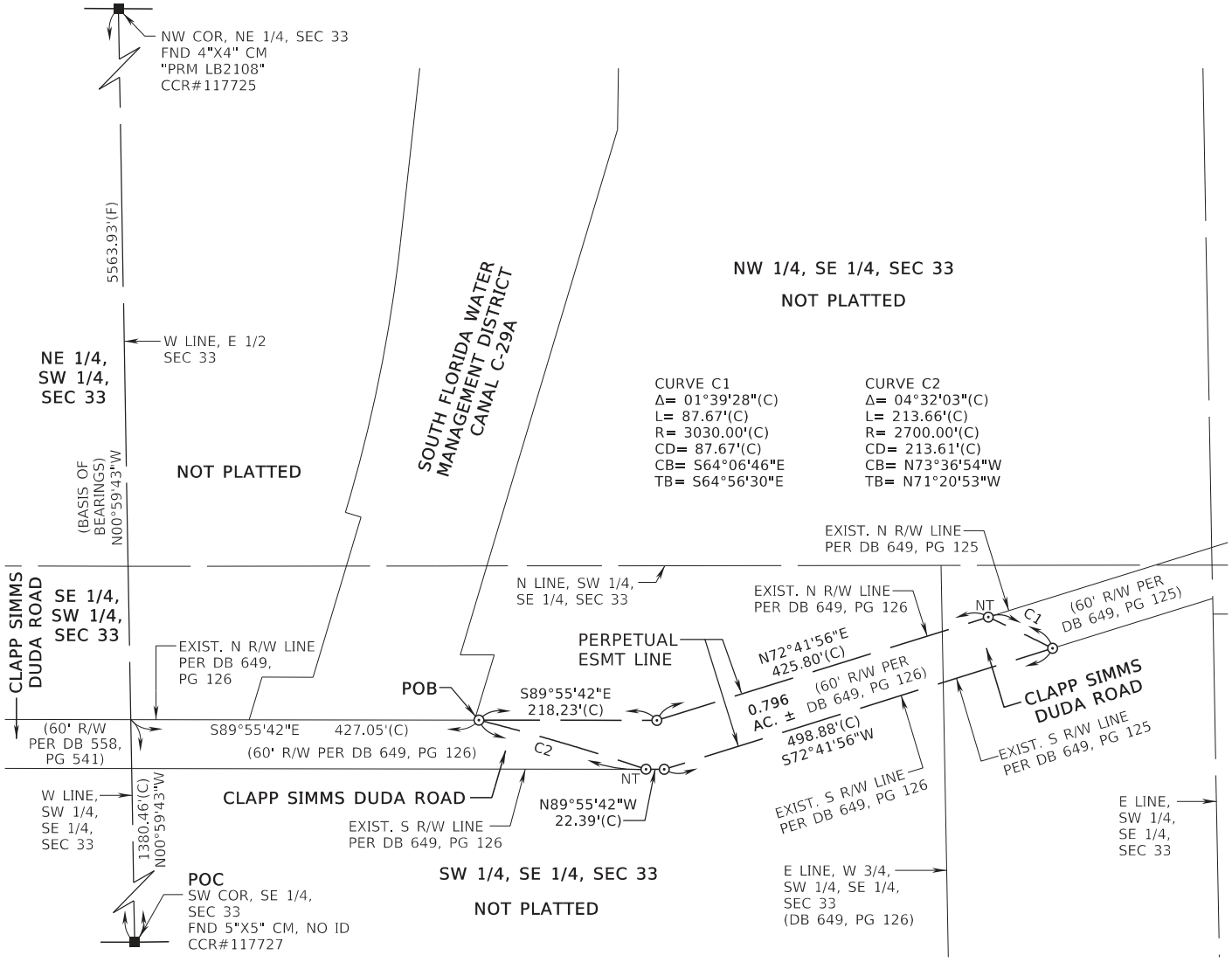
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 534 (OSCEOLA PARKWAY EXTENSION)
PROJECT NO. 534-244
PARCEL NO. 534-877
PURPOSE: PERPETUAL EASEMENT
ESTATE: EASEMENT

LEGEND & ABBREVIATIONS

AC.	= ACRES	LB	= LICENSED SURVEY BUSINESS	PROJ.	= PROJECT
(C)	= CALCULATED DATA	N/A	= NOT APPLICABLE	PSM	= PROFESSIONAL SURVEYOR AND MAPPER
CB	= CHORD BEARING	NO.	= NUMBER	PT	= POINT OF TANGENCY
CCR#	= CERTIFIED CORNER RECORD NUMBER	NT	= NON-TANGENT	R	= RADIUS
CD	= CHORD DISTANCE	OOCEA	= ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY	RGE	= RANGE
CM	= CONCRETE MONUMENT	ORB	= OFFICIAL RECORDS BOOK	R/W	= RIGHT OF WAY
CMD	= CONCRETE MONUMENT WITH DISK	OUC	= ORLANDO UTILITIES COMMISSION	SF	= SQUARE FEET
COR	= CORNER	℄	= PROPERTY LINE	SEC	= SECTION
C.I.P.	= CAPITAL IMPROVEMENT PROGRAM	(P)	= PLAT DATA	SR	= STATE ROAD
(D)	= DEED DATA	PB	= PLAT BOOK	TB	= TANGENT BEARING
DB	= DEED BOOK	PG/PGS	= PAGE / PAGES	TWP	= TOWNSHIP
E'LY	= EASTERLY	PC	= POINT OF CURVATURE	W/	= WITH
ESMT	= EASEMENT	PCC	= POINT OF COMPOUND CURVATURE	W'LY	= WESTERLY
EXIST.	= EXISTING	PI	= POINT OF INTERSECTION	Δ	= DELTA (CENTRAL ANGLE)
(F)	= FIELD DATA	POB	= POINT OF BEGINNING	±	= MORE OR LESS
FND	= FOUND	POC	= POINT OF COMMENCEMENT		= SAME PROPERTY OWNER
ID	= IDENTIFICATION	PRC	= POINT OF REVERSE CURVATURE		= CHANGE IN DIRECTION
L	= ARC LENGTH				= LIMITED ACCESS R/W LINE
LA	= LIMITED ACCESS				= R/W LINE
					= PERPETUAL EASEMENT LINE

0 100 200
Scale: 1" = 200'

SEC 33,
TWP 24 S,
RGE 31 E



SEE SHEET 1 FOR LEGAL DESCRIPTION

DATE	JUNE 04, 2025
DRAWN BY	M.ROLLINS
CHECKED BY	S.WARE
DEWBERRY PROJECT NO.	50185534

REVISION	BY	DATE

CERTIFICATION OF AUTHORIZATION NO. LB 8011

Dewberry

800 NORTH MAGNOLIA AVENUE
SUITE 1000
ORLANDO, FLORIDA 32803
(407) 843-5120

SKETCH OF DESCRIPTION
(THIS IS NOT A SURVEY)

SR 534 (OSCEOLA PARKWAY EXTENSION)
CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
ORANGE COUNTY, FLORIDA

PARCEL
534-877

SCALE: 1"=200'

SHEET 2 OF 2

Exhibit “D”

TERMS OF EASEMENT FOR PARCELS 534-770A-B

THIS TEMPORARY CONSTRUCTION EASEMENT is made and entered into this ____ day of _____, 20__, by and between _____, owner of the property identified in Exhibit "A" (the "Temporary Construction Easement Area") attached hereto and incorporated herein by reference, whose address is _____, hereafter the GRANTOR, and the Central Florida Expressway Authority ("CFX" or the "Authority"), a body politic and corporate, and an agency of the state under the laws of the State of Florida, whose address is 4974 ORL Tower Road, Orlando, Florida 32807, hereafter the GRANTEE.

1. **Grant of Temporary Construction Easement:** Grantor hereby grants, bargains, sells, conveys, and declares a non-exclusive temporary construction easement for the benefit of Grantee, Grantee's successors and assigns, and their respective employees, agents, contractors, subcontractors, independent contractors, and licensees (the "Temporary Construction Easement") over, under, upon, and through the Temporary Construction Easement Area.

2. **Purpose of Temporary Construction Easement:** The purpose of the Temporary Construction Easement shall be to permit Grantee, through itself, its employees, agents, contractors, subcontractors, and independent contractors (collectively, "Agents"), to enter upon the Temporary Construction Easement Area solely to access, construct, and maintain the State Road 534 Project and as is otherwise necessary or convenient to construct the State Road 534 Project, including, without limitation, the construction, placement, installation, repair, renovation, replacement, of the State Road 534 Project or any other improvements associated with the State Road 534 Project, together with the privileges and rights herein granted. For the full enjoyment of the rights granted herein, the Grantee shall have the further right to trim, cut, or remove trees, bushes, undergrowth, and other obstructions reasonably interfering with the location, construction, and maintenance of the State Road 534 Project and, as necessary or convenient, importing fill or changing the grade within the easement area. The Grantor further grants to Grantee the reasonable right to enter upon the adjoining lands of the Grantor for the purposes of exercising the rights herein granted upon notice and approval by the Grantee. To the extent permitted by law and subject to any applicable sovereign immunity, the Grantee shall indemnify and hold harmless the Grantor from and against any and all damage or loss arising out of the construction activities of the Grantee and/or its contractors, agents and assigns within the Temporary Construction Easement Area. The Grantee agrees and acknowledges that the Grantor makes no representations or warranties of any kind that the Grantor's property is suitable for vehicular, or any other use; the Grantee's use of the Grantor's property is solely at its own risk. Grantee shall be responsible for securing all required approvals, utility approvals and permits, if any, from the applicable governmental entity or agency having jurisdiction therefore in connection with the Grantee's use of Grantor's property. Nothing herein shall be interpreted or construed to grant any easement or other rights, temporary or otherwise, over any property other than the Temporary Construction Easement Area.

3. **Incidental Rights:** The Temporary Construction Easement herein granted and conveyed by the Grantor to the Grantee grants the right of Grantee, its employees, agents, contractors, subcontractors, and independent contractors: (a) to patrol, inspect, alter, improve, maintain, repair, rebuild, and remove all or any part of the improvements consistent with the terms of this Indenture; (b) to trim, cut, or remove trees, bushes, undergrowth and other obstructions or improvements that negatively impact the State Road 534 Project; (c) to enter onto any portion of Grantor's real property necessary for Grantee to exercise the rights granted herein, upon reasonable notice to Grantor; and (d) all other rights and privileges reasonably necessary or convenient for Grantee's enjoyment and use of the foregoing Temporary Construction Easement for the purposes described above and in furtherance of the provisions set forth herein.

4. **Term of Easement**: The term of the Temporary Construction Easement granted herein shall begin on the date the Grantee provides Grantor written notice that it intends to begin construction of the State Road 534 Project on the Grantee's adjoining land ("Notice of Construction of the Project") and end on the earlier of: (1) five (5) years from the date of the Notice of Construction of the Project; or (2) completion of the State Road 534 Project.

5. **No Liability**: Nothing in this Temporary Construction Easement shall operate to impose any obligation on the Grantee with respect to the operation and maintenance of the State Road 534 Project, nor does this Easement operate to create or impose any liability with respect to the Grantee arising from the activities of the Authority.

Exhibit “E”

TERMS OF EASEMENT FOR PARCELS 534-776A-B

THIS PERPETUAL SLOPE AND CONSTRUCTION EASEMENT is made and entered into this ____ day of _____, 20__, by and between _____, owner of the property identified in Exhibit "A" (the "Easement Area") attached hereto and incorporated herein by reference, whose address is _____, hereafter the GRANTOR, and the Central Florida Expressway Authority ("CFX" or the "Authority"), a body politic and corporate, and an agency of the state under the laws of the State of Florida, whose address is 4974 ORL Tower Road, Orlando, Florida 32807, hereafter the GRANTEE.

1. **Grant of Slope and Construction Easement:** Grantor hereby grants, bargains, sells, conveys, and declares a perpetual, non-exclusive slope and construction easement for the benefit of Grantee, Grantee's successors and assigns, and their respective employees, agents, contractors, subcontractors, independent contractors, and licensees (the "Slope and Construction Easement") over, under, upon, and through the Easement Area, for the purpose of construction and maintenance of the State Road 534 Project and of slopes and embankments to support the associated improvements, including without limitation retention ponds.

   The Authority intends to adjust the existing limited access right of way south onto the Easement Area and to construct a portion of a retention pond there.

2. **Purpose of Slope and Construction Easement:** The purpose of the Slope and Construction Easement shall be to permit Grantee, through itself, its employees, agents, contractors, subcontractors, and independent contractors (collectively, "Agents"), to enter upon the Easement Area solely to access, construct, and maintain the State Road 534 Project and as is otherwise necessary or convenient to construct the State Road 534 Project, including, without limitation, the construction, placement, installation, repair, renovation, replacement, and maintenance of the State Road 534 Project, any other improvements associated with the State Road 534 Project, or slopes and embankments to support the State Road 534 Project and associated improvements, together with the privileges and rights herein granted. Those privileges and rights include the relocation of a limited access right of way line onto the Easement Area. For the full enjoyment of the rights granted herein, the Grantee shall have the further right to trim, cut, or remove trees, bushes, undergrowth, and other obstructions reasonably interfering with the location, construction, and maintenance of the State Road 534 Project and, as necessary or convenient, importing fill or changing the grade within the easement area. The Grantor further grants to Grantee the reasonable right to enter upon the adjoining lands of the Grantor for the purposes of exercising the rights herein granted upon notice and approval by the Grantee. To the extent permitted by law and subject to any applicable sovereign immunity, the Grantee shall indemnify and hold harmless the Grantor from and against any and all damage or loss arising out of the construction activities of the Grantee and/or its contractors, agents and assigns within the Easement Area. The Grantee agrees and acknowledges that the Grantor makes no representations or warranties of any kind that the Grantor's property is suitable for vehicular, or any other use; the Grantee's use of the Grantor's property is solely at its

own risk. Grantee shall be responsible for securing all required approvals, utility approvals and permits, if any, from the applicable governmental entity or agency having jurisdiction therefore in connection with the Grantee's use of Grantor's property. Nothing herein shall be interpreted or construed to grant any easement or other rights, temporary or otherwise, over any property other than the Temporary Construction Easement Area.

3. **Incidental Rights:** The Slope and Construction Easement herein granted and conveyed by the Grantor to the Grantee grants the right of Grantee, its employees, agents, contractors, subcontractors, and independent contractors: (a) to patrol, inspect, alter, improve, maintain, repair, rebuild, and remove all or any part of the improvements consistent with the terms of this Indenture; (b) to trim, cut, or remove trees, bushes, undergrowth and other obstructions or improvements that negatively impact the State Road 534 Project; (c) to enter onto any portion of Grantor's real property necessary for Grantee to exercise the rights granted herein, upon reasonable notice to Grantor; and (d) all other rights and privileges reasonably necessary or convenient for Grantee's enjoyment and use of the foregoing Slope and Construction Easement for the purposes described above and in furtherance of the provisions set forth herein.

4. **No Liability**: Nothing in this Slope and Construction Easement shall operate to impose any obligation on the Grantee with respect to the operation and maintenance of the State Road 534 Project, nor does this Easement operate to create or impose any liability with respect to the Grantee arising from the activities of the Authority.

Exhibit F

TERMS OF EASEMENT FOR PARCELS 534-866, 534-868, 534-870, 534-877

THIS PERPETUAL AIR RIGHTS AND ACCESS EASEMENT is made and entered into this ____ day of _____, 20__, by and between _____, owner of the property identified in Exhibit "A" attached hereto and incorporated herein by reference, whose address is _____, hereafter the GRANTOR, and the Central Florida Expressway Authority ("CFX" or the "Authority"), a body politic and corporate, and an agency of the state under the laws of the State of Florida, whose address is 4974 ORL Tower Road, Orlando, Florida 32807, hereafter the GRANTEE.

1. **Grant of Air Rights Easement:** Grantor conveys to the Authority a non-exclusive, perpetual easement on, over, and through the Easement Property, described in Exhibit "A", for the purpose of construction, operation, improvement, expansion, maintenance, repair, and replacement from time to time of an overpass, bridge, bridge foundation, bridge pier, and appurtenant improvements (the "Expressway Facilities") and the State Road 534 Project, including a perpetual air rights easement that is not less than sixteen (16) feet above the current ground level as of the date of the taking. This includes all rights necessary to effectuate the construction, operation, improvement, expansion, maintenance, repair, or replacement of the Expressway Facilities, including without limitation the right to engage in canal re-grading and to modify the aerial limits adjusted for height.

   The Authority plans to construct a portion of the State Road 534 Project such that the Expressway Facilities are elevated over the Easement Property allowing continued access to the Grantor's property after the Expressway Facilities' construction. Thereafter, the Easement Property may be used for streets, sidewalks, canals, storm drainage, lightning, parking, and other uses that do not interfere with the Authority's easement rights.

2. **Grant of Access Easement:** Grantor hereby grants and conveys a non-exclusive, perpetual access easement (including without limitation, vehicular and pedestrian ingress and egress), not less than twelve feet (12') wide, for the benefit of the Authority, its successors and assigns, and their respective employees, agents, contractors, subcontractors, independent contractors, and licensees, over and through the Easement Property described in Exhibit "A".

3. **Owner's Rights**: Notwithstanding anything contained herein, all other rights not condemned by the Authority herein are reserved to the Grantee including, but not limited to, the right to construct streets, sidewalks, stormwater drainage, lights, and to otherwise use the easement area. No fixtures shall intrude upon the Expressway Facilities area or be attached to the underside of the overpass contemplated as part of the Expressway Facilities. After completion of the Expressway Facilities, the Authority shall have the right to periodically use the area below the air rights easement for purposes of maintaining and repairing the overpass and supporting structures. Grantee has no rights of ingress, egress, or access to the overpass or Expressway Facilities from the Grantee's remainder property, nor does Grantee have any rights to light, air, or view from the overpass.

4. **No Liability**: Nothing in this Perpetual Air Rights and Access Easement shall operate to impose any obligation on the Grantee with respect to the operation and maintenance of the State Road 534 Project, nor does this Easement operate to create or impose any liability with respect to the Grantee arising from the activities of the Authority.

CONSENT AGENDA ITEM
#20

MEMORANDUM

TO: CFX Governing Board Members

FROM: Cristina T. Berrios
Deputy General Counsel

DATE: August 7, 2025

SUBJECT: Proposed Settlement Agreement between the Central Florida Expressway Authority and Robert Michael Cox and Adrienne Susanne Johnson in the matter of *Central Florida Expressway Authority v. W.T. Paul Liau Trustee, Et Al., Case No.: 2025-CA-000613* for all claims related to Parcels 53-211 A-C, inclusive of all attorneys' fees and owners' expert costs for Expressway System Project: State Road 538, Poinciana Parkway Extension, Segment 538-235, Parcels 53-211 A-C

BACKGROUND AND DESCRIPTION

Subsequent to the Governing Board's August 8, 2024, authorization to acquire certain property interests for the State Road 538, Poinciana Extension Project, the Central Florida Expressway Authority ("CFX") acquired Parcels 53-211 A–C (the "Subject Parcels") from Robert Michael Cox and Adrienne Susanne Johnson (the "Prior Owners"), by a Stipulated Order of Taking entered on July 1, 2025, by the 10th Judicial Circuit Court in and for Polk County, Florida, in the case Central Florida Expressway Authority v. W.T. Paul Liau, Trustee, et al., Case No. 2025-CA-000613.

The initial valuation of the Subject Parcels was $400,000.00, based on a valuation date of June 12, 2023. The attached Proposed Settlement Agreement reflects a total settlement amount of $560,715.00 to resolve all claims related to the Subject Parcels, including all statutory attorneys' fees, expert fees, and a grant of extended possession rights to the Prior Owners through November 30, 2025.

The Right of Way Committee recommended the Governing Board's approval of the Settlement Agreement at its July 23, 2025, meeting.

REQUEST

Board approval of the attached Settlement Agreement between the Central Florida Expressway Authority and Robert Michael Cox and Adrienne Susanne Johnson in the matter of *Central Florida Expressway Authority v. W.T. Paul Liau Trustee, Et Al., Case No.: 2025-CA-000613* for all claims related to Parcels 53-211 A-C, inclusive of all attorneys' fees and owners' expert costs for Expressway System Project: State Road 538, Poinciana Parkway Extension, Segment 538-235, Parcels 53-211 A-C, is requested.

ATTACHMENTS

A. Memorandum to the Governing Board from Marcos R. Marchena, Esq., Right of Way Counsel, including the Proposed Settlement Agreement.

MARCHENA AND GRAHAM, PA

976 LAKE BALDWIN LANE, SUITE 101
ORLANDO, FLORIDA 32814
TELEPHONE (407) 658-8566
TELECOPIER (407) 281-8564
WEBSITE: www.mgfirm.com

MARCOS MARCHENA
MMARCHENA@MGFIRM.COM

MEMORANDUM

TO: CFX Board Members

FROM: Marcos R. Marchena, Esq., Right-of-Way Counsel
Marchena and Graham, P.A.

DATE: July 24, 2025

SUBJECT: Settlement Agreement between the Central Florida Expressway Authority ("CFX") and Robert Michael Cox and Adrienne Susanne Johnson in the matter of *CENTRAL FLORIDA EXPRESSWAY AUTHORITY v. W.T. Paul Liau Trustee, et al., Case No.: 2025-CA-000613* for all claims related to Parcels 53-211 A-C, inclusive of all attorneys' fees and owners' expert costs, for Expressway System Project: State Road 538, Poinciana Parkway Extension, Segment 538-235, Parcels 53-211 A-C.

BACKGROUND

In connection with construction of the Poinciana Parkway Extension project ("SR 538 Extension Project"), the Central Florida Expressway Authority staff has identified certain parcels that will be needed for the proposed right of way and utilities relocation of the SR 538 Extension Project.

On August 8, 2024, the CFX Board adopted a resolution authorizing the acquisition of certain properties identified by project parcel numbers.

Counsel for CFX, initiated an eminent domain action in the Circuit Court of the Tenth Judicial Circuit, in and for Polk County, Florida, to acquire certain real property for a public use and purpose, specifically to build the Poinciana Parkway Extension Project, styled as follows: *CENTRAL FLORIDA EXPRESSWAY AUTHORITY v. W.T. Paul Liau Trustee, et al., Case No.: 2025-CA-000613* (the "Action"), which includes Parcels 53-211 A-C.

On July 1, 2025, the Court entered a Stipulated Order of Taking with respect to parcel 53-211 A-C. An agreement has been negotiated with the owners of Parcels 53-211 A-C to resolve all issues related to valuation. A final settlement agreement has been reached in the amount of $560,715.00, inclusive of statutory attorneys' fees and the property owners' experts fees. Further, the property owners will be allowed extended possession of the property ending on November 30, 2025.

The value initially assigned to Parcels 53-211 A-C was $400,000.00, with an initial valuation date of June 12, 2023. The comparable sales activity since the valuation date together with the value of improvements justifies the additional compensation to the property owner.

The Right-of Way Committee recommended approval of the settlement agreement at its meeting on July 23, 2025.

REQUEST

Approval of the attached Settlement Agreement between the Central Florida Expressway Authority ("CFX") and Robert Michael Cox and Adrienne Susanne Johnson in the matter of *CENTRAL FLORIDA EXPRESSWAY AUTHORITY v. W.T. Paul Liau Trustee, et al., Case No.: 2025-CA-000613*, for a negotiated total compensation amount of $560,715.00 for all claims related to Parcels 53-211 A-C, inclusive of all attorneys' fees and owners' expert costs, and authorization to 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.

ATTACHMENTS

A. Proposed Settlement Agreement relating to Parcels 53-211 A-C (Robert Michael Cox and Adrienne Susanne Johnson)

SETTLEMENT AGREEMENT
as to
Poinciana Parkway Extension, Project 538-235
Parcel 53-211 A-C

THIS SETTLEMENT AGREEMENT (**"Agreement"**) is made by and between 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 (**"CFX"**) and **ROBERT MICHAEL COX** and **ADRIENNE SUSANNE JOHNSON** (jointly the **"Respondents"**). CFX and the Respondents are sometimes hereinafter individually referred to as a **"Party"** or collectively as the **"Parties"**.

WHEREAS, CXF initiated an eminent domain action in the Circuit Court of the Tenth Judicial Circuit, in and for Polk County, Florida, to acquire certain real property for a public use and purpose, specifically to build the Poinciana Parkway Extension Project, styled as follows: **CENTRAL FLORIDA EXPRESSWAY AUTHORITY v. W.T. Paul Liau Trustee, et al.**, Case No.: **2025-CA-000613** (the **"Action"**); and

WHEREAS, CFX acquired by stipulation with Respondents certain property identified in the Action as Parcel 53-211 A-C (the "**Property**") upon payment into the registry of the court for the Action the sum of **$400,000.00** which was determined to be the good faith estimate of value by CFX.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree to incorporate the above recitals as part of this Agreement and additionally agree as follows:

1. **Definitions**

   A. **Property:** The real property, including all improvements, fixtures, and appurtenances, identified in the Action as Parcel 53-211 A-C.

   B. **Effective Date:** The date this Agreement is fully executed by all parties.

2. **Settlement Terms.** The Parties agree as follows:

   A. Full and complete compensation for the taking of the Property and for all damages of any nature in connection with the Property, inclusive of the value of land and improvements taken, damages to the remainder, damages to personal property, severance damages, cure costs, statutory interest, business damages, and all other damages or claims made by the Respondents and their respective heirs, successors, and assigns, now and in the future, arising from the Action, but excluding attorneys' fees and costs, and experts' fees and costs, shall be **$510,000.00** (the **"Property Compensation"**).

   B. CFX is entitled to, and shall receive, a credit in the amount of **$400,000.00** (the **"Initial Deposit"**) representing the amount previously paid into the Registry of the County pursuant to the Court's order dated July 1, 2025.

   C. Additionally, CFX shall pay the Respondents:

1. **$36,300.00** in full settlement of all claims for attorneys' fees and costs incurred during the representation of the Respondents, including without limitation fee for all representation relative to monetary benefits, non-monetary benefits, all apportionment-related matters, and all business damage claims.

2. **$14,415.00** in full settlement of all claims for experts' fees and costs in this case on behalf of the Respondents, including without limitation fees for all appraisers, accountants, business damage experts, consultants, engineers, general contractors, land planner, landscape architects, and surveyors.

D. The sum of the Property Compensation and the Fee and Cost Compensation is **$560,715.00** (the **"Total Compensation"**)

E. The Total Compensation exceeds the Initial Deposit by **$160,715.00**.

F. CFX therefore owes **$160,715.00** in full settlement for the Action (the **"Settlement Amount"**).

G. Within thirty days from the Effective Date of this Agreement, CFX shall issue by check payable to Harris Harris Bauerle Lopez for the Settlement Amount and send same via U.S. Mail to: Harris Harris Bauerle Lopez c/o Edgar Lopez, Esquire, 222 S. Pennsylvania Ave., Suite 100, Winter Park, Florida 32789, for appropriate disbursement as follows:

1. **$110,000.00** to the Respondents;

2. **$36,300.00** to Harris Harris Bauerle Lopez; and

3. **$14,415.00** to Respondents' experts (c/o Harris Harris Bauerle Lopez).

H. This settles all claims by the Respondent for compensation for the taking of the Property, including, but not limited to full compensation for all interests in land and improvements taken, severance damages to the remainder property and its improvements, attorneys' fees and costs, experts' fees and costs, interest, and all other damages claimed by Estate and its respective heirs, successors, and assigns, now and in the future, arising from the Action.

I. Upon payment of the Settlement Amount by CFX, the Respondents, for themselves, their heirs, successors, and assigns, shall hereby remise, release, and forever discharge CFX, its directors, officers, agents, employees, and assigns, from any and all claims, demands, damages, actions, causes of action, and suits of any nature whatsoever, at law or in equity, known or unknown, foreseen or unforeseen, which the Respondents ever had, now has, or may hereafter have, arising from or in any way related to the taking of the Property, the construction of the Project, the eminent domain Action, or the impact of the Project on any remainder property.

J. This release includes, but is not limited to, claims for additional compensation for the taking, severance damages, business damages, loss of access, loss of visibility, relocation expenses (unless separately governed by other statutory or regulatory provisions), and any claims for inverse condemnation, nuisance, or trespass arising out of the taking of the Property.

3. **Extended Possession.** The Parties hereto additionally agree as follows:

A. Title to the Property was transferred to CFX by the Stipulated Order of Taking entered by the Court on July 1, 2025, the terms of which establish a period of extended possession by the Respondents ending on November 30, 2025 (**"Extended Possession Expiration Date"**).

B. In the event Respondents fail to vacate the Property and deliver possession thereto by the Extended Possession Expiration Date, CFX: (1) may file for and obtain a Writ of Possession; and (2) shall be entitled to reimbursement from the Total Compensation for any or all the following: (a) the costs associated with any Writ of Possession action filed on CFX's behalf (including reasonable attorneys' fees and costs); (b) any costs incurred in removing occupants and personal property; and (c) any delay-related costs, expenses, and/or damages incurred by CFX resulting from any such failure by the Respondents.

4. **Indemnification.** The Respondents shall indemnify and hold harmless CFX from and against any and all claims, liens (including but not limited to construction liens, tax liens, and judgment liens), encumbrances, easements, leases, or other interests affecting the Property, or claims for rents or other payments related to the Property, that arose prior to the Effective Date of this Agreement, except for those specifically agreed to in writing by CFX.

5. **Dismissal or Stipulation as to Action**. Upon the fulfillment of all conditions set forth in this Agreement, including the payment of the Settlement Amount by CFX, the parties shall file a Joint Stipulation for Dismissal with Prejudice of the Action as to the Property, or such other stipulation as appropriate, with the Court to finalize the case.

6. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written.

7. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

8. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile or electronic signatures shall be binding.

9. **Survival.** All representations, warranties, covenants, and indemnities contained in this Agreement shall survive the closing and transfer of the Property.

10. **Modification.** This Agreement may not be amended or modified except by a written instrument executed by all parties hereto.

11. **Authority.** Each individual executing this Agreement on behalf of a party hereto represents and warrants that they are duly authorized to execute this Agreement and to bind the party on whose behalf they are signing.

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Settlement Agreement FOR Parcel 53-211 A-C as of the date first above written.

GRANTOR:

CENTRAL FLORIDA EXPRESSWAY
AUTHORITY

By: _____

Printed Name: _____

Title: _____

Date: _____

ATTEST:

By: _____

Printed Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM FOR EXECUTION BY A SIGNATORY OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Right-of-Way Counsel:
Marchena and Graham, P.A.

By: Marcos Marchena

Date: July 24, 2025

[SIGNATURES FOR SETTLEMENT AGREEMENT FOR PARCEL 53-211 CONTINUE ON NEXT PAGE]

[SIGNATURES FOR SETTLEMENT AGREEMENT FOR PARCEL 53-211 CONTINUE ON THIS PAGE]

RESPONDENTS

Robert Michael Cox

Adrienne Susanne Johnson

[SIGNATURES FOR SETTLEMENT AGREEMENT FOR PARCEL 53-211 CONTINUE ON THIS PAGE]

RESPONDENTS

Robert Michael Cox

Adrienne Susanne Johnson

CONSENT AGENDA ITEM
#21

MEMORANDUM

TO: CFX Governing Board Members

FROM: Cristina T. Berrios
Deputy General Counsel

DATE: August 7, 2025

SUBJECT: Resolution of the Central Florida Expressway Authority Amending Article 1 ("Property Acquisition, Disposition, and Permitting Policy") of Chapter 13 ("Real Property") of the CFX Code.

On September 12, 2024, the Governing Board approved Resolution 2024-442, which created Chapter 13 of the CFX Code titled "Real Property." This included the adoption of Article 1, known as the "Property Acquisition, Disposition, and Permitting Policy" now referred to as the Real Property Policy.

Since then, CFX staff, working closely with our right-of-way legal advisors, have identified several areas where the policy could be improved. These updates are intended to make it easier and more efficient for CFX to acquire, manage, and dispose of property as needed for our operations and projects. The proposed changes are shown in the redlined version attached.

Board approval of the Resolution adopting the proposed updates to Article 1 ("Property Acquisition, Disposition, and Permitting Policy") of Chapter 13 ("Real Property") of the CFX Code, is requested. These changes will help streamline processes and better support CFX's mission.

Resolution No. 2025-_____

A RESOLUTION OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY AMENDING ARTICLE 1 ("PROPERTY ACQUISITION, DISPOSITION, AND PERMITTING POLICY") OF CHAPTER 13 ("REAL PROPERTY") OF THE CFX CODE

WHEREAS, the Central Florida Expressway Authority (**"CFX"**) is empowered by Ch. 348, Part III, F.S., to acquire, hold, construct, improve, maintain, and operate the Central Florida Expressway System, and to exercise all powers necessary, appurtenant, convenient, or incidental to the implementation of such purposes; and

WHEREAS, on September 12, 2024, through Resolution 2024-442, the Governing Board of CFX (the **"Board"**) established Ch. 13 of the CFX Code, entitled "Real Property", which action included the adoption of Art. 1 thereto entitled "Property Acquisition, Disposition, and Permitting Policy" (the **"Real Property Policy"**); and

WHEREAS, in the interest of more efficiently streamlining CFX's acquisition, disposal, use, and management of its real property interests, the Board wishes to amend and revise the Real Property Policy as herein provided.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY:

1. Ch. 13, Art. 1, entitled "Property Acquisition, Disposition, and Permitting Policy", is hereby amended and revised to be consistent in substance with **"Attachment 1"** hereto.

2. Any prior resolution, rule, or policy adopted by the Board in regard to the subject matter contained therein, including without limitation the previous policy adopted by Resolution 2024-442 are hereby repealed, stricken, and superseded, and all prior actions as they relate to such subject matter are hereby affirmed to the extent such actions were consistent with either the then-effective policy or the policy adopted by this resolution.

3. The General Counsel is hereby authorized to make non-substantial changes to the policy hereby adopted for the limited purposes of revising formatting and correcting scrivener's errors.

ADOPTED this 14th day of August 2025.

_____
Christopher Maier, CFX Board Chairman

ATTEST:_____
Regla ("Mimi)" Lamaute
Manager of Executive and Board Services

Approved as to form and legality:

_____
Cristina T. Berrios, Deputy General Counsel

EFFECTIVE DATES

Art.	Title	Adopted By	Last Revision	Version Date
1	Property Acquisition, Disposition, and Permitting Policy	Res. 2024-442	Res. 2025-___	_____

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ARTICLE 1: PROPERTY ACQUISITION, DISPOSITION, AND PERMITTING POLICY

Adopted By: Res. 2024-444
Last Revision: Res. 2025-___
Version Date: _____

Division I: General Provisions

Section 13.1 Title

The provisions of this Article shall be known and cited as the **"Property Acquisition, Disposition, and Permitting Policy"**.

Section 13.2 Authority

13.2.1 Section 348.759, Florida Statutes, authorizes the Central Florida Expressway Authority (**"CFX"**) to acquire private or public property and property rights by gift, devise, purchase, or condemnation by eminent domain proceedings, as CFX deems necessary for any of the purposes of Chapter 348, Part III, Florida Statutes.

13.2.2 Section 348.754(2)(j), Florida Statutes, grants the power of eminent domain to CFX, including the procedural powers granted under both Chapters 73 and 74, Florida Statutes.

13.2.3 Section 348.754(2)(c), Florida Statutes, authorizes CFX to acquire, purchase, hold, lease as lessee, and use any franchise or property, real, personal, or mixed, tangible or intangible, or any interest therein necessary or desirable for carrying out CFX's purposes and to sell, lease as lessor, transfer, and dispose of any property or interest therein at any time acquired by it.

Adopted: 2024-442.

Section 13.3 Statement of Policy

13.3.1 The Governing Board (**"Board"**) of CFX hereby adopts this Property Acquisition, Disposition, and Permitting Policy with the intent of providing governing policies to CFX employees, consultants, and the Right of Way Committee (**"ROW Committee"**) for purposes of acquisition, disposition, use, and management of real property interests by CFX.

13.3.2 This policy is intended for use when CFX is the acquiring or disposing agency, except in such circumstances where such activities by CFX are otherwise required by rule, regulation, or law to be governed otherwise.

13.3.3 **Limited Delegations of Authority**

(A) Throughout this Policy, the Board has granted various authorities to the Executive Director, Chief of Infrastructure, and General Counsel. Any such grant or delegation of authority shall except actions taken thereunder from the general ROW review and Board Approval requirements.

(B) Additionally, the Board hereby additionally delegates to such individuals the authority to subdelegate certain authorities granted to them as follows:

(1) The Executive Director may subdelegate the authorities granted to them in **Section 13.8: Duties and Responsibilities of Executive Director**, **Section 13.11: Settlements and Offers**, **Section 13.12: Post Resolution of Necessity,** and **Division IV: Other Real Property Interests**, and **Division V: Permits and Licenses** to any Chief Officer.

(2) The Chief of Infrastructure may subdelegate the authorities granted to them in **Division V: Permits and Licenses** to the Director of Engineering, or to any Project Manager employed by the Engineering Department.

(3) The General Counsel may subdelegate the authorities granted to them in **Section 13.9: Duties and Responsibilities of General Counsel**, **Section 13.11: Settlements and Offers**, and **Section 13.12: Post Resolution of Necessity** to another in-house attorney or outside right of way counsel.

(C) The performance of any sub-delegee of the above-identified individuals shall remain subject to the oversight of the applicable delegating individual.

(D) Any such subdelegation by the Executive Director, Chief of Infrastructure, or General Counsel must be made in writing, filed with the General Counsel's Office, with a copy to the Public Records Department.

13.3.4 Nothing in this policy may be interpreted as restricting or placing any conditions or limitations on the Board's authority to approve the acquisition or conveyance of any real property interest should the Board make a finding that such acquisition or conveyance would be in CFX's best interest.

Adopted: 2024-442. Revised: 2025-__.

Section 13.4 Real Property Procedures Manual

13.4.1 The Executive Director shall, in coordination with the Chief of Infrastructure and General Counsel develop, maintain, review, and, when prudent or necessary, revise the Real Property Procedures Manual in a manner consistent with this Article.

13.4.2 Such Real Property Procedures Manual shall include, at minimum, procedures setting forth:

(A) The guidelines staff shall use to identify, negotiate, and acquire any real property interests, as discussed in **Division II: Real Property Acquisition** of this Article; and

(B) The process staff shall follow to dispose of surplus property, as discussed in **Division III: Real Property Disposition** of this Article.

Adopted: 2024-442. Revised: 2025-__.

Division II: Real Property Acquisition

Section 13.5 General Acquisition Guidelines

13.5.1 CFX shall acquire any real property interest (e.g., fee-simple, easement, etc.) deemed to be necessary for an authorized public purpose.

13.5.2 The Board hereby provides the following real property acquisition guidelines:

(A) If CFX's acquisition of a real property interest would leave an impacted property owner with an uneconomic remnant, acquisition of the entire property will be considered.

(B) Every owner of a real property interest being acquired by CFX shall receive full and just compensation for such interest in accordance with the laws of the State of Florida.

(C) When practicable, CFX will attempt to negotiate in good faith to obtain a voluntary purchase from property owners, which may include providing non-monetary consideration as compensation for the property interests acquired.

Adopted: 2024-442. Revised: 2025-__.

Section 13.6 Board Oversight

13.6.1 Unless otherwise expressly provided by the Board, the Board has sole and final responsibility for all decisions related to the acquisition of real property interests and authorization of eminent domain proceedings.

13.6.2 More specifically, the Board shall:

(A) Approve preferred alternative alignments pursuant to Project Development and Environment (**"PD&E"**) studies;

(B) Approve and adopt Resolutions of Necessity; and

(C) Authorize eminent domain proceedings.

Adopted: 2024-442. Revised: 2025-__.

Section 13.7 Right-of-Way Committee Oversight

13.7.1 The ROW Committee, as established through its Board-approved charter, shall perform such duties as outlined in its charter and this Article.

13.7.2 Unless otherwise expressly provided by the Board, any acquisitions of real property interest by CFX that are required to be placed before the Board for its consideration and approval shall first be reviewed by the ROW Committee for its consideration and recommendation.

Adopted: 2024-442. Revised: 2025-__.

Section 13.8 Duties and Responsibilities of Executive Director

13.8.1 Approvals of real property interest acquisitions by the Board will confer upon the Executive Director the authority to execute any documents reasonably required to effectuate such acquisitions by CFX (e.g., purchase and sale agreement, closing documents, easements, licenses, and evidence of any consents, waivers, addendums, etc.). This shall include the authority to approve any additional standard closing costs associated with such acquisitions.

13.8.2 **Limited Delegation to Executive Director**

(A) In addition to the settlement authority delegated in **Section 13.12: Post Resolution of Necessity** below, the Board hereby delegates to the Executive Director the authority to:

(1) Approve acquisitions of real property interests where the global amount of the acquisition (i.e., inclusive of all fees and costs) does not exceed $500,000.00, so long as such global acquisition amount is no more than 125% of the established value of the real property interest being acquired;

(2) Execute, on behalf of CFX, any documents reasonably required to effectuate such acquisitions (e.g., purchase and sale agreement, closing documents, easements, licenses, waivers, addendums, etc.); and

(3) Approve additional payment of any standard closing costs.

(B) The "established value" of a real property interest shall be determined as provided in the Real Property Procedures Manual and **Subsections 13.10.2** and **13.10.3** below.

Adopted: 2024-442. Revised: 2025-__.

Section 13.9 Duties and Responsibilities of General Counsel

13.9.1 General Counsel is responsible for advising and supporting the Board, the ROW Committee, and the Executive Director in the execution of their duties, including the supervision of all outside counsel, the acquisition coordinator, and other consultants retained by CFX for acquisition of any real property interest by CFX.

13.9.2 General Counsel shall provide counsel on any proposed settlements and mediations and advise the Board, the ROW Committee, and Executive Director on compliance with any applicable state and federal laws.

Adopted: 2024-442. Revised: 2025-__.

Section 13.10 Use of Consultants

13.10.1 CFX may retain the services of and utilize consultants necessary to carry out the various real property acquisition services as required by the complexity and magnitude of the property acquisition program (e.g., outside legal counsel services, land planning services, appraisal services, title services, acquisition coordinator services, etc.).

13.10.2 Professional and licensed appraisal services must be retained by CFX for:

(A) All real property interests that are the subject of an eminent domain action; and

(B) All real property interests with an established value greater than $300,000.00. The "established value" of a real property interest shall be determined as provided in the Real Property Procedures Manual.

13.10.3 In the event a real property interest is being purchased by CFX for mitigation or conservation purposes, the mitigation and/or conservation value of such interest as determined by the general engineering consultant or other qualified expert may be used in place of an appraisal, so long as such expert's determination complies with the Real Property Procedures Manual.

13.10.4 Such consultants shall provide CFX with the necessary expertise at a reasonable cost and shall be selected in accordance with the Board's most recently adopted Procurement Policy.

13.10.5 General Counsel may confer with the ROW Committee from time to time to determine what type of consultant services are required to accomplish right of way and real property acquisition services.

Adopted: 2024-442. Revised: 2025-__.

Section 13.11 Settlements and Offers

13.11.1 Settlements

(A) Contingent settlements of compensation in any amount may be jointly made, approved, and executed by the Executive Director and General Counsel. Any contingent settlement shall include a provision providing that such settlement is contingent upon ROW Committee review and Board approval.

(B) Settlements made within the monetary threshold of an applicable authority herein delegated to the Executive Director shall not require ROW Committee review or Board approval and are therefore not required to be contingent.

13.11.2 First Written Offers

(A) First written offers made in accordance with Chapter 73, Florida Statutes, shall only require ROW Committee review and Board approval if the amount offered exceeds both:

(1) The monetary value of the Executive Director's approval and execution authority set forth in **Section 13.12: Post Resolution of Necessity** below; and

(2) 125% of the appraised value of the subject parcel.

(B) **Limited Delegation of Authority.** The Executive Director and General Counsel are hereby delegated the authority to approve, execute, issue, and make first written offers:

(1) Individually, if the offer matches the appraised value of the subject parcel; and

(2) Jointly, if the offer exceeds the appraised value of the subject parcel, so long as: (a) the offer does not require ROW review and Board approval under **Subsection 13.11.2(A)** above; and (b) both individuals believe such an "enhanced offer" will best serve CFX's interests.

Adopted: 2024-442. Revised: 2025-__.

Section 13.12 Post Resolution of Necessity

13.12.1 Limited Delegation of Authority

(A) Once the Board has approved and adopted a Resolution of Necessity regarding a particular property or real property interest therein, the Executive Director is hereby delegated the authority to:

(1) Approve settlements for the acquisition of real property interests where the total global amount of the acquisition (i.e., inclusive of all fees and costs) does not exceed $500,000.00, regardless as to the established value of the property;

(2) Execute any documents reasonably required to effectuate such settlements and related acquisitions by CFX (e.g., purchase and sale agreement, closing documents, easements, licenses, waivers, addendums, etc.); and

(3) Approve additional payment of any associated standard closing costs.

(B) Global settlements that do not meet the criteria provided in **Subsection 13.12.1** above and any settlements that are not global in nature shall require prior ROW Committee review and Board approval, after which the Executive Director shall be authorized to execute all related documents.

(C) Nothing in this Section shall be construed as preventing the Executive Director or their designee from bringing a settlement within the authority granted herein before the ROW Committee for review and/or the Board for approval should, using their discretion, the Executive Director or their designee, with consult of the General Counsel, determine that so-doing would be in the best interest of CFX.

13.12.2 **Good Faith Deposits.** The Executive Director and General Counsel are hereby jointly authorized to, under the advisement of outside right of way counsel (when applicable), approve negotiated good faith deposit amounts to be deposited into the court registry in accordance with Chapter 73 and 74, Florida Statutes, so long as such good faith deposit amount is within 110% of the associated initial offer made in compliance with **Subsection 13.11.2** above.

Adopted: 2024-442. Revised: 2025-__.

Section 13.13 Real Property Acquisition Reports

13.13.1 The Executive Director or designee thereof shall, on a no-less-than quarterly basis and in a manner compliant with the Real Property Procedures Manual, submit a report to both the ROW Committee and Board reflecting all finalized acquisitions of permanent real property interests.

Adopted: 2024-442. Revised: 2025-__.

Division III: Real Property Disposition

Section 13.14 Determination of Surplus Real Property

13.14.1 CFX may, from time to time, determine that certain real property is no longer needed for the operation of its facilities. The Board may determine that any real property located outside of the current operating right of way limits of the Expressway System not currently needed to support the existing Expressway System is no longer essential for present or future construction, operation, or maintenance of the Expressway System or for essential CFX purposes and thereafter declare such real property to be surplus real property.

Adopted: 2024-442.

Section 13.15 Disposition of Surplus Real Property

13.15.1 CFX may dispose of surplus real property by selling it or exchanging it with private or public entities or persons in accordance with the procedures established in accordance with both CFX's Amended and Restated Master Bond Resolution and the Real Property Procedures Manual.

Adopted: 2024-442.

Division IV: Other Real Property Interests

Section 13.16 Less Than Fee-Simple Interests

13.16.1 The Board recognizes that there will be circumstances where another person or entity seeks to acquire, grant, or reserve certain "less than fee-simple" (e.g., easements, leases, releases, etc.) real property interests in CFX's property.

13.16.2 The Board may periodically convey "less than fee-simple" interests in CFX-owned real property to private or public parties if such conveyances are in accordance with both CFX's Amended and Restated Master Bond Resolution and the Real Property Procedures Manual.

Adopted: 2024-442.

Section 13.17 Limited Delegation of Authority to Executive Director

13.17.1 The Executive Director is hereby delegated the authority to approve and execute conveyances and documents related to such conveyances of any such "less than fee-simple" real property interest, whether temporary or permanent in nature, to or from private or public parties so long as:

(A) The established value, as determined in accordance with the Real Property Procedures Manual and **Subsections 13.10.2** and **13.10.3** above, of any such "less than fee-simple" property interest conveyed does not exceed the Informal Procurement Threshold, as set and adjusted in accordance with the Board's most recently adopted Procurement Policy;

(B) If a temporary property interest, the duration of such interest does not exceed one year; and

(C) Such conveyance is in the best interest of the public in accordance with CFX's Amended and Restated Master Bond Resolution and the Real Property Procedures Manual.

Adopted: 2024-442. Revised: 2025-__.

Division V: Permits and Licenses

Section 13.18 Access and Use Permits/Licenses

13.18.1 **Permits/Licenses Issued by CFX**

(A) The Board recognizes that there will be circumstances where another person or entity seeks to access, enter, or otherwise be present on or maintain a permitted presence on

real property owned by CFX with permission but without obtaining a permanent real property interest in such CFX-owned property.

(B) **Delegation of Authority.** The Executive Director and the Chief of Infrastructure are hereby individually delegated the authority to approve and execute permits, licenses, and other related documents granting public or private persons or entities permission to use, access, enter, or otherwise be present on or maintain a presence on CFX-owned property. Such authorization includes without limitation the authority to approve and execute temporary rights of entry, utility permits, and temporary construction easements.

13.18.2 **Permits/Licenses Issued to CFX**

(A) The Board recognizes that there will be circumstances where CFX will need to access, enter, or otherwise be present on or maintain a presence on real property owned by another person or entity with permission and without obtaining a real property interest in such real property.

(B) **Limited Delegation of Authority.** The Executive Director and the Chief of Infrastructure are hereby each individually delegated the authority to approve and execute applications, permits, licenses, agreements, and related documents required to access, enter, or otherwise be present or maintain a presence on real property owned by another person or entity so long as the total cost associated with such application, permit, license, and/or agreement does not exceed the Informal Procurement Threshold, as set and adjusted in accordance with the Board's most recently adopted Procurement Policy.

Adopted: 2024-442. Revised: 2025-__.

Section 13.19 Regulatory Permits

13.19.1 The Board recognizes that there will be circumstances where CFX will need permission from a regulatory agency (e.g., the Army Corps of Engineers, the Environmental Protection Agency, the Florida Department of Environmental Protection, applicable water management districts, etc.) to complete a certain task, objective, or project.

13.19.2 **Limited Delegation of Authority.** The Executive Director and the Chief of Infrastructure are hereby each individually delegated the authority to approve and execute applications and related documents required to request and obtain any such permissions or permits required by any applicable regulatory authority, regardless of the cost associated with applying for or obtaining such permission or permit.

Adopted: 2024-442. Revised: 2025-__.

END OF ARTICLE 1

EFFECTIVE DATES

Art.	Title	Adopted By	Last Revision	Version Date
1	Property Acquisition, Disposition, and Permitting Policy	Res. 2024-442	Res. 2025-___	_____

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ARTICLE 1: PROPERTY ACQUISITION, DISPOSITION, AND PERMITTING POLICY

Adopted By: Res. 2024-444
Last Revision: Res. 2025-___
Version Date: _____

Division I: General Provisions

Section 13.1 Title

The provisions of this Article shall be known and cited as the **"Property Acquisition, Disposition, and Permitting Policy"**.

Section 13.2 Authority

13.2.1 Section 348.759, Florida Statutes, authorizes the Central Florida Expressway Authority (**"CFX"**) to acquire private or public property and property rights by gift, devise, purchase, or condemnation by eminent domain proceedings, as CFX deems necessary for any of the purposes of Chapter 348, Part III, Florida Statutes.

13.2.2 Section 348.754(2)(j), Florida Statutes, grants the power of eminent domain to CFX, including the procedural powers granted under both Chapters 73 and 74, Florida Statutes.

13.2.3 Section 348.754(2)(c), Florida Statutes, authorizes CFX to acquire, purchase, hold, lease as lessee, and use any franchise or property, real, personal, or mixed, tangible or intangible, or any interest therein necessary or desirable for carrying out CFX's purposes and to sell, lease as lessor, transfer, and dispose of any property or interest therein at any time acquired by it.

Adopted: 2024-442.

Section 13.3 Statement of Policy

13.3.1 The Governing Board (**"Board"**) of CFX hereby adopts this Property Acquisition, Disposition, and Permitting Policy with the intent of providing governing policies to CFX employees, consultants, and the Right of Way Committee (**"ROW Committee"**) for purposes of acquisition, disposition, use, and management of real property interests by CFX.

13.3.2 This policy is intended for use when CFX is the acquiring or disposing agency, except in such circumstances where such activities by CFX are otherwise required by rule, regulation, or law to be governed otherwise.

~~13.3.3 The Executive Director and General Counsel may delegate the routine day-to-day functions and responsibilities herein delegated to them to staff or consultants, subject to oversight by the individual delegating the responsibility. Any responsibility specifically attributed to the Executive Director or the General Counsel implicitly extends to anyone that the individual delegating authority has explicitly delegated it to.~~

13.3.3 **Limited Delegations of Authority**

(A) Throughout this Policy, the Board has granted various authorities to the Executive Director, Chief of Infrastructure, and General Counsel. Any such grant or delegation of authority shall

except actions taken thereunder from the general ROW review and Board Approval requirements.

(B) Additionally, the Board hereby additionally delegates to such individuals the authority to subdelegate certain authorities granted to them as follows:

(1) The Executive Director may subdelegate the authorities granted to them in **Section 13.8: Duties and Responsibilities of Executive Director~~Duties and Responsibilities of Executive Director~~**, **Section 13.11: Settlements and Offers~~Settlements and Offers~~**, **Section 13.12: Post Resolution of Necessity~~Post Resolution of Necessity~~,** and **Division IV: Other Real Property Interests~~Other Real Property Interests~~**, and **Division V: Permits and Licenses~~Permits and Licenses~~** to any Chief Officer.

(2) The Chief of Infrastructure may subdelegate the authorities granted to them in **Division V: Permits and Licenses~~Permits and Licenses~~** to the Director of Engineering, or to any Project Manager employed by the Engineering Department.

(3) The General Counsel may subdelegate the authorities granted to them in **Section 13.9: Duties and Responsibilities of General Counsel~~Duties and Responsibilities of General Counsel~~**, **Section 13.11: Settlements and Offers~~Settlements and Offers~~**, and **Section 13.12: Post Resolution of Necessity~~Post Resolution of Necessity~~** to another in-house attorney or outside right of way counsel.

(C) The performance of any sub-delegee of the above-identified individuals shall remain subject to the oversight of the applicable delegating individual.

(D) Any such subdelegation by the Executive Director, Chief of Infrastructure, or General Counsel must be made in writing, filed with the General Counsel's Office, with a copy to the Public Records Department.

13.3.4 Nothing in this policy ~~shall~~may be ~~construed~~interpreted as restricting or placing any conditions or limitations on the Board's authority to approve ~~any~~ the acquisition or conveyance of ~~a~~any real property interest ~~by or to CFX~~ should the Board ~~determine~~make a finding that such acquisition or conveyance would be in ~~the~~CFX's best interest ~~of CFX~~.

Adopted: 2024-442. Revised: 2025-__.

Section 13.4 Real Property Procedures Manual

13.4.1 The Executive Director shall, in coordination with the ~~assistance of the~~ Chief of Infrastructure and General Counsel ~~and in a manner consistent with this policy,~~ develop, maintain, review, and, when prudent or necessary, revise the Real Property Procedures Manual~~, which shall be annually reviewed and approved by the Executive Director in consult with General Counsel~~ in a manner consistent with this Article.

13.4.2 Such Real Property Procedures Manual shall include, at minimum, procedures setting forth:

(A) The guidelines staff shall use to identify, negotiate, and acquire any real property interests, as discussed in **Division II: Real Property Acquisition~~Real Property Acquisition~~** of this Article ~~below~~; and

(B) The process staff shall follow to dispose of surplus property, as discussed in **Division III: Real Property Disposition~~Real Property Disposition~~** of this Article ~~below~~.

Adopted: 2024-442. Revised: 2025-__.

Division II: Real Property Acquisition

Section 13.5 General Acquisition Guidelines

13.5.1 CFX shall acquire any real property interest (e.g., fee-simple, easement, etc.) deemed to be necessary for an authorized public purpose.

~~13.5.2 It is~~The Board hereby provides the ~~policy of the Board that:~~

13.5.2 ~~If~~ following real property acquisition guidelines:

(A) If CFX's acquisition of ~~any~~a real property interest ~~by CFX~~ would leave an impacted property owner with an uneconomic remnant, ~~CFX shall consider~~ acquisition of the entire property will be considered.

(B) Every ~~property~~ owner of a real property interest being acquired by CFX shall receive full~~, just,~~ and ~~adequate~~just compensation for ~~their property, or any real property interest acquired by CFX therein,~~such interest in accordance with the laws of the State of Florida.

(C) When practicable, CFX ~~shall~~will attempt to negotiate in good faith to obtain a voluntary purchase from property owners, which may include providing non-monetary consideration as compensation for the property interests acquired.

Adopted: 2024-442. Revised: 2025-__.

Section 13.6 Board Oversight

13.6.1 Unless otherwise expressly provided by the Board, the Board has sole and final responsibility for all decisions related to the acquisition of real property interests and authorization of eminent domain proceedings.

13.6.2 More specifically, the Board shall ~~approve and/or authorize the following~~:

(A) ~~Approval of~~Approve preferred alternative~~/alignment~~ alignments pursuant to Project Development and Environment **("PD&E")** studies;

(B) ~~Approval~~Approve and ~~adoption of~~adopt Resolutions of Necessity; and

(C) ~~Initiation of~~Authorize eminent domain proceedings.

Adopted: 2024-442. Revised: 2025-__.

Section 13.7 Right-of-Way Committee Oversight

13.7.1 The ROW Committee, as established through its Board-approved charter, shall perform such duties as outlined in its charter and this ~~policy~~Article.

13.7.2 Unless otherwise expressly provided by the Board, any acquisitions of real property interest by CFX that are required to be placed before the Board for its consideration and approval shall first be reviewed by the ROW Committee ~~and approved by the Board prior to execution by the Executive Director~~for its consideration and recommendation.

Adopted: 2024-442. Revised: 2025-__.

Section 13.8 Duties and Responsibilities of Executive Director

13.8.1 Approvals of real property interest acquisitions by the Board will confer upon the Executive Director the authority to execute~~, on behalf of CFX,~~ any documents reasonably required to effectuate such acquisitions by CFX (e.g., purchase and sale agreement, closing documents, easements, licenses, and evidence of any consents, waivers, addendums, etc.). This shall include the authority to approve any additional standard closing costs associated with such acquisitions.

13.8.2 **Limited Delegation to Executive Director**

(A) In addition to the settlement authority delegated in **Section 13.12: ~~Post Resolution of Necessity Settlements~~Post Resolution of Necessity~~Post Resolution of Necessity~~** below, the Board hereby delegates to the Executive Director the authority to~~, without seeking review by the ROW Committee or Board approval~~:

(1) Approve acquisitions of real property interests where the global amount of the acquisition (i.e., inclusive of all fees and costs)~~ of the acquisition~~ does not exceed $500,000.00, so long as such global acquisition amount is no more than 125% of the established value of the real property interest being acquired;~~ and~~

(2) Execute, on behalf of CFX, any documents reasonably required to effectuate such acquisitions (e.g., purchase and sale agreement, closing documents, easements, licenses, ~~and evidence of any consents,~~ waivers, addendums, etc~~.).~~.); and

(3) ~~For the purposes~~Approve additional payment of ~~this Subsection, the~~any standard closing costs.

(B) The "established value" of a real property interest shall be determined as provided in the Real Property Procedures Manual~~.~~ and **Subsections 13.10.2** and **13.10.3** below.

~~(C) Such delegated authority shall be exercised in accordance with this policy and the Real Property Procedures Manual.~~

Adopted: 2024-442. Revised: 2025-__.

Section 13.9 Duties and Responsibilities of General Counsel

13.9.1 General Counsel is responsible for advising and supporting the Board, the ROW Committee, and the Executive Director in the execution of their duties, including the supervision of all outside counsel, the acquisition coordinator, and other consultants retained by CFX for acquisition of any real property interest by CFX.

13.9.2 General Counsel shall provide counsel on any proposed settlements and mediations and advise the Board, the ROW Committee, and Executive Director on compliance with any applicable state and federal laws.

Adopted: 2024-442. Revised: 2025-__.

Section 13.10 Use of Consultants

13.10.1 CFX may retain the services of and utilize consultants necessary to carry out the various real property acquisition services as required by the complexity and magnitude of the property acquisition program (e.g., outside legal counsel services, land planning services, appraisal services, title services, acquisition coordinator services, etc.).

13.10.2 Professional and licensed appraisal services must be retained by CFX for:

(A) All real property interests that are the subject of an eminent domain action; and

(B) All real property interests with an established value greater than $300,000.00. The "established value" of a real property interest shall be determined as provided in the Real Property Procedures Manual.

13.10.3 In the event a real property interest is being purchased by CFX for mitigation or conservation purposes, the mitigation and/or conservation value of such interest as determined by the general engineering consultant or other qualified expert may be used in place of an appraisal, so long as such expert's determination complies with the Real Property Procedures Manual.

~~13.10.2~~13.10.4 Such consultants shall provide CFX with the necessary expertise at a reasonable cost and shall be selected in accordance with the Board's most recently adopted Procurement Policy.

~~13.10.3~~13.10.5 General Counsel may confer with the ROW Committee from time to time to determine what type of consultant services are required to accomplish right of way and real property acquisition services.

Adopted: 2024-442. Revised: 2025-__.

Section 13.11 Settlements and Offers

13.11.1 **Settlements**

(A) Contingent ~~offers and/or contingent~~ settlements of compensation in any amount may be jointly made, approved, and executed ~~on behalf of CFX~~ by ~~either~~ the Executive Director ~~or the designee thereof or~~ and General Counsel ~~or the designee thereof, so long as there is joint concurrence between both such individuals regarding any such offer or settlement. Any such contingent offer or~~. Any contingent settlement shall include a provision providing that such ~~offer or~~ settlement is contingent upon ROW Committee review and Board approval.

(B) ~~Offers and/or settlements~~Settlements made within ~~any~~the monetary threshold of an applicable authority herein delegated to the Executive Director shall not require ROW Committee review or Board approval and are therefore not required to be contingent.

13.11.2 **First Written Offers**

(A) First written offers made in accordance with Chapter 73, Florida Statutes, shall only require ROW Committee review and Board approval if the amount offered exceeds both:

(1) The monetary value of the Executive Director's approval and execution authority set forth in **Section 13.12: Post Resolution of Necessity** below; and

(2) 125% of the appraised value of the subject parcel.

(B) **Limited Delegation of Authority.** The Executive Director and General Counsel are hereby delegated the authority to approve, execute, issue, and make first written offers:

(1) Individually, if the offer matches the appraised value of the subject parcel; and

(2) Jointly, if the offer exceeds the appraised value of the subject parcel, so long as: (a) the offer does not require ROW review and Board approval under **Subsection 13.11.2(A)** above; and (b) both individuals believe such an "enhanced offer" will best serve CFX's interests.

Adopted: 2024-442. Revised: 2025-__.

Section 13.12 Post Resolution of Necessity ~~Settlements~~

13.12.1 Limited Delegation of Authority~~.~~

(A) Once the Board has approved and adopted a Resolution of Necessity regarding a particular property or real property interest therein, the Executive Director is hereby delegated the authority to~~, without seeking or requiring review by the ROW Committee or Board approval~~:

(1) Approve settlements for the acquisition of real property interests where the total global amount of the acquisition (i.e., inclusive of all fees and costs) ~~of the acquisition~~ does not exceed $500,000.00, regardless as to the established value ~~reflected in~~of the ~~most current CFX-obtained appraisal.~~property;

(2) Execute~~, on behalf of CFX,~~ any documents reasonably required to effectuate such settlements and related acquisitions by CFX (e.g., purchase and sale agreement, closing documents, easements, licenses, ~~and evidence of any consents,~~ waivers, addendums, etc.); and

~~(2)~~(3) Approve additional payment of any associated standard closing costs.

(B) Global settlements that do not meet the criteria provided in **Subsection 13.12.1** above and any settlements that are not global in nature shall require prior ROW Committee review and Board approval, after which the Executive Director shall be authorized to execute all related documents.

(C) Nothing in this Section shall be construed as preventing the Executive Director or their designee from bringing a settlement within the authority granted herein before the ROW Committee for review and/or the Board for approval should, using their discretion, the Executive Director or their designee, with consult of the General Counsel, determine that so-doing would be in the best interest of CFX.

13.12.2 **Good Faith Deposits.** The Executive Director and General Counsel are hereby jointly authorized to, under the advisement of outside right of way counsel (when applicable), approve negotiated good faith deposit amounts to be deposited into the court registry in accordance with Chapter 73 and 74, Florida Statutes, so long as such good faith deposit amount is within 110% of the associated initial offer made in compliance with **Subsection 13.11.2** above.

Adopted: 2024-442. Revised: 2025-__.

Section 13.13 Real Property Acquisition ~~Transaction~~ Reports

13.13.1 The Executive Director or designee thereof shall, on a no-less-than quarterly basis and in a manner compliant with the Real Property Procedures Manual, submit a report to both the ROW Committee and Board reflecting all finalized ~~real estate acquisition transactions~~acquisitions of permanent real property interests.

Adopted: 2024-442. Revised: 2025-__.

Division III: Real Property Disposition

Section 13.14 Determination of Surplus Real Property

13.14.1 CFX may, from time to time, determine that certain real property is no longer needed for the operation of its facilities. The Board may determine that any real property located outside of the current operating right of way limits of the Expressway System not currently needed to support the existing Expressway System is no longer essential for present or future construction, operation, or maintenance of the Expressway System or for essential CFX purposes and thereafter declare such real property to be surplus real property.

Adopted: 2024-442.

Section 13.15 Disposition of Surplus Real Property

13.15.1 CFX may dispose of surplus real property by selling it or exchanging it with private or public entities or persons in accordance with the procedures established in accordance with both CFX's Amended and Restated Master Bond Resolution and the Real Property Procedures Manual.

Adopted: 2024-442.

Division IV: Other Real Property Interests

Section 13.16 Less Than Fee-Simple Interests

13.16.1 The Board recognizes that there will be circumstances where another person or entity seeks to acquire, grant, or reserve certain "less than fee-simple" (e.g., easements, leases, releases, etc.) real property interests in CFX's property.

13.16.2 The Board may periodically convey "less than fee-simple" interests in CFX-owned real property to private or public parties if such conveyances are in accordance with both CFX's Amended and Restated Master Bond Resolution and the Real Property Procedures Manual.

Adopted: 2024-442.

Section 13.17 Limited Delegation of Authority to Executive Director

13.17.1 The Executive Director~~, or the designee thereof,~~ is hereby delegated the authority to~~, without seeking or requiring review by the ROW Committee or Board approval,~~ approve and execute

conveyances and documents related to such conveyances of any such "less than fee-simple" real property interest, whether temporary or permanent in nature, to or from private or public parties so long as:

(A) The established value, as determined in accordance with ~~**Subsection**~~the Real Property Procedures Manual and **Subsections** ~~**13.8.2(B)**~~**13.10.2** and ~~above~~**13.10.3** above, of any such "less than fee-simple" property interest conveyed does not exceed the Informal Procurement Threshold, as set and adjusted in accordance with the Board's most recently adopted Procurement Policy;

(B) If a temporary property interest, the duration of such interest does not exceed one year; and

(C) Such conveyance is in the best interest of the public in accordance with CFX's Amended and Restated Master Bond Resolution and the Real Property Procedures Manual.

Adopted: 2024-442. Revised: 2025-__.

Division V: Permits and Licenses

Section 13.18 Access and Use Permits/Licenses

13.18.1 **Permits/Licenses Issued by CFX**

(A) The Board recognizes that there will be circumstances where another person or entity seeks to access, enter, or otherwise be present on or maintain a permitted presence on real property owned by CFX with permission but without obtaining a permanent real property interest in such CFX-owned property.

~~(B)~~ **Delegation of Authority**

~~(C)~~(B) **.** The Executive Director and the Chief of Infrastructure are hereby ~~each~~ individually delegated the authority to~~, without seeking or requiring review by the ROW Committee or Board approval,~~ approve and execute permits, licenses, and other related documents granting public or private persons or entities permission to use, access, enter, or otherwise be present on or maintain a presence on CFX-owned property. Such ~~delegation of authority~~ authorization includes without limitation the ~~approval~~authority to approve and ~~execution of~~execute temporary rights of entry ~~and~~, utility permits, and temporary construction easements.

~~(1) The Executive Director and the Chief of Infrastructure may each delegate the authority granted to them in this Section to a designee, subject to oversight by the individual delegating such authority.~~

13.18.2 **Permits/Licenses Issued to CFX**

(A) The Board recognizes that there will be circumstances where CFX will need to access, enter, or otherwise be present on or maintain a presence on real property owned by another person or entity with permission and without obtaining a real property interest in such real property.

~~(B)~~ **Limited Delegation of Authority**

~~(C)~~(B) **.** The Executive Director and the Chief of Infrastructure are hereby each individually delegated the authority to~~, without seeking or requiring review by the ROW Committee or Board approval,~~ approve and execute applications, permits, licenses, agreements, and related documents required to access, enter, or otherwise be present or maintain a presence on real property owned by another person or entity so long as the total cost associated with such application, permit, license, and/or agreement does not exceed the Informal Procurement Threshold, as set and adjusted in accordance with the Board's most recently adopted Procurement Policy.

~~(1) The Executive Director and the Chief of Infrastructure may each delegate the authority granted to them in this Section to a designee, subject to oversight by the individual delegating such authority.~~

Adopted: 2024-442. Revised: 2025-__.

Section 13.19 Regulatory Permits

13.19.1 The Board recognizes that there will be circumstances where CFX will need permission from a regulatory agency (e.g., the Army Corps of Engineers, the Environmental Protection Agency, the Florida Department of Environmental Protection, applicable water management districts, etc.) to complete a certain task, objective, or project.

~~13.19.2~~ **Limited Delegation of Authority**

~~13.19.3~~13.19.2 **.** The Executive Director and the Chief of Infrastructure are hereby each individually delegated the authority to~~, without seeking or requiring review by the ROW Committee or Board approval,~~ approve and execute applications and related documents required to request and obtain any such permissions or permits required by any applicable regulatory authority, regardless of the cost associated with ~~such application and/or related documents~~applying for or obtaining such permission or permit.

~~(A) The Executive Director and the Chief of Infrastructure may each delegate the authority granted to them in this Section to a designee, subject to oversight by the individual delegating such authority.~~

Adopted: 2024-442. Revised: 2025-__.

END OF ARTICLE 1

CONSENT AGENDA ITEM
#22

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*
Director of Procurement

DATE: July 23, 2025

SUBJECT: Approval of Cloverleaf Corporation as Subcontractor to Jorgensen Contract Services, LLC for Roadway and Bridge Maintenance Services for SR 408, SR 417 and SR 528
Contract No. 002062

Board approval of Cloverleaf Corporation as subcontractor to Jorgensen Contract Services, LLC to provide guardrail/attenuator repair service is requested. The cost is expected to exceed the $75,000.00 threshold established by the Procurement Policy for subcontractors not disclosed when the contract was originally awarded.

Reviewed by:

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: 07/08/2025

CFX Contract Name: Roadway & Bridge Maintenance Services 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: Cloverleaf Corporation

Address: 1916 South Tamiami Trail, Ruskin, FL 33570

Phone No.: 813-649-1336

Federal Employee ID No.: 59-3133525

Registered with Sunbiz: ✓ Yes _____ No Minority Vendor: _____ Yes ✓ No

Description of Services to Be Sublet: Guardrail/Attenuator repairs

Estimated Beginning Date of Sublet Services: 08/01/2025

Estimated Completion Date of Sublet Services: 06/30/2029

Estimated Value of Sublet Services*: $ 325,000.00

*(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
(Signature of Consultant Representative)

Vendor Coordinator
Title

Recommended by: _____ Date: Jul 11, 2025
(Signature of Appropriate CFX Director/Manager)

Approved by: Glenn Pressimone Glenn Pressimone (Jul 23, 2025 08:05:26 EDT) Date: Jul 23, 2025
(Signature of Appropriate Chief)

Reviewed by: Aneth Williams Date: Jul 23, 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
#23

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement

DATE: July 23, 2025

SUBJECT: Approval of 24 Landscaping LLC and New Mark Tree and Lawn Care Service, Inc. as Subcontractors to Arazoza Brothers Corporation for Landscape Maintenance Services for SR 408, SR 417, CFX's Headquarters and E-PASS Service Center Contract No. 002089

Board approval of 24 Landscaping LLC and New Mark Tree and Lawn Care Service, Inc. as subcontractors to Arazoza Brothers Corporation to provide mowing and tree trimming services 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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant: Arazoza Brothers Corporation Date: 06/03/2025

CFX Contract Name: LMS for SR408, SR417, CFX Headquarters Bld and Epass Service Center CFX Contract No.: 002089

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: 24 Landscaping LLC

Address: 1047 Ocoee Apopka Rd. Ocoee, FL 34761

Phone No.: 407-755-9091

Federal Employee ID No.: 38-4891103

Registered with Sunbiz: X Yes _____ No Minority Vendor: _____ Yes X No

Description of Services to Be Sublet: Mowing and tree trimming

Estimated Beginning Date of Sublet Services: 06/03/2025

Estimated Completion Date of Sublet Services: Continous

Estimated Value of Sublet Services*: $ $150,000

*(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: _____
(Signature of Consultant Representative)

President
Title

Recommended by: _____ Date: Jun 30, 2025
(Signature of Appropriate CFX Director/Manager)

Approved by: Glenn Pressimone Date: Jun 30, 2025
Glenn Pressimone (Jun 30, 2025 11:35 EDT)
(Signature of Appropriate Chief)

Reviewed by: Aneth Williams Date: Jul 21, 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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant: ARAZOZA BROTHERS CORPORATION Date: 06/03/2025

CFX Contract Name: LMS for SR408, SR417, CFX Headquarter Bldg and Epass Center CFX Contract No.: 002089

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: NEW MARK TREE & LAWN CARE SERVICE INC

Address: 5601 MARION AVE. ORLANDO, FL 32839

Phone No.: 407-925-6824

Federal Employee ID No.: 82-3158747

Registered with Sunbiz: X Yes _____ No Minority Vendor: _____ Yes X No

Description of Services to Be Sublet: TREE SERVICE

Estimated Beginning Date of Sublet Services: 06/03/2025

Estimated Completion Date of Sublet Services: Continuous

Estimated Value of Sublet Services*: $ $200,000

*(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: _____

(Signature of Consultant Representative)

PRESIDENT

Title

Recommended by: _____ Date: Jun 30, 2025

(Signature of Appropriate CFX Director/Manager)

Approved by: Glenn Pressimone Glenn Pressimone (Jun 30, 2025 11:36 EDT) Date: Jun 30, 2025

(Signature of Appropriate Chief)

Reviewed by: Aneth Williams Date: Jul 21, 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
#24

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Procurement

DATE: July 23, 2025

SUBJECT: Approval of New Mark Tree and Lawn Care Service, Inc. as Subcontractor to Arazoza Brothers Corporation for Landscape Maintenance Services for SR 429, SR 414, SR 451, SR 453 and SR 528
Contract No. 002118

Board approval of New Mark Tree and Lawn Care Service, Inc. as subcontractor to Arazoza Brothers Corporation to provide tree service is requested. The cost is expected to exceed the $75,000.00 threshold established by the Procurement Policy for subcontractors not disclosed when the contract was originally awarded.

Reviewed by:

Don Budnovich, PE
Director of Maintenance

Glenn Pressimone, PE
Chief of Infrastructure

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant: ARAZOZA BROTHERS CORPORATION Date: ~~06/03/2025~~ August 2025

CFX Contract Name: LMS FOR SR429, SR414, SR451, SR453 & SR528 CFX Contract No.: 002118

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: NEW MARK TREE & LAWN CARE SERVICE INC

Address: 5601 MARION AVE. ORLANDO, FL 32839

Phone No.: 407-925-6824

Federal Employee ID No.: 82-3158747

Registered with Sunbiz: X Yes _____ No Minority Vendor: _____ Yes X No

Description of Services to Be Sublet: TREE SERVICE

Estimated Beginning Date of Sublet Services: ~~06/03/2025~~ August 2025

Estimated Completion Date of Sublet Services: Continuous

Estimated Value of Sublet Services*: $ $150,000

*(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: _____

(Signature of Consultant Representative)

PRESIDENT

Title

Recommended by: _____ Date: Jun 30, 2025

(Signature of Appropriate CFX Director/Manager)

Approved by: Glenn Pressimone Date: Jun 30, 2025

Glenn Pressimone (Jun 30, 2025 11:36 EDT)

(Signature of Appropriate Chief)

Reviewed by: Aneth Williams Date: Jul 25, 2025

Director of Procurement

Revised Sublet: Yes _____ No X

Attach Subconsultant's Certificate of Insurance and W-9 Form to this Request.

REV. 08/8/2024

CONSENT AGENDA ITEM
#25

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*
Director of Procurement

DATE: July 29, 2025

SUBJECT: Approval of Contract Award to Blurock, LLC for
Pressure Washing Services – SR 429, SR 414, SR 451 and SR 453
Contract No. 002124 – SBE

An Invitation to Bid for the above referenced project was advertised on February 16, 2025. Five (5) responses were received by the April 4, 2025 deadline. However, two of the bids were not registered SBE contractors.

Bid results were as follows:

	Bidder	**Bid Amount**
1.	Blurock, LLC	$ 325,000.00
2.	Faithworks Total Ground Maintenance LLC	$ 521,878.00
3.	Pisces Pressure Cleaning Services	$1,690,000.00

The work to be performed includes providing all labor, materials, equipment and incidentals necessary for pressure washing services along SR 429 from Lust Road to CR 435 and along SR 453 in Orange and Lake County.

Board award of the contract to Blurock, LLC in the amount of $325,000.00 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

CONTRACT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

AND

BLUROCK LLC

PRESSURE WASHING SERVICES FOR SR 429, SR 414, SR 451 AND SR 453

CONTRACT NO. 002124 (SSBE)
CONTRACT AMOUNT: $325,000.00

CONTRACT, MEMORANDUM OF AGREEMENT, GENERAL SPECIFICATIONS, SCOPE OF SERVICES, METHOD OF COMPENSATION, PROPOSAL, AND FORMS

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CONTRACT, MEMORANDUM OF AGREEMENT, GENERAL SPECIFICATIONS, SCOPE OF SERVICES, METHOD OF COMPENSATION, PROPOSAL, AND FORMS FOR

PRESSURE WASHING SERVICES FOR SR 429, SR 414, SR 451 AND SR 453

CONTRACT NO. 002124 (SSBE)

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CONTRACT

This Contract No. 002124 (SSBE) ("Contract") is made between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, created by Chapter 2014-171, Laws of Florida, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter "CFX," and BLUROCK LLC, a Florida Profit Corporation, registered and authorized to do business in the State of Florida, whose principal address is 2582 Maguire Road, #188, Ocoee, FL. 34761, hereinafter "the CONTRACTOR.":

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

The work to be done under this Contract includes all items associated with Contract No. 002124 (SSBE), for Pressure Washing Services along State Road ("SR") 429 from Lust Road to CR 435 and along SR 453 as detailed in the Contract Documents and any addenda or modifications thereto. Contract time for this project shall be three years with two (2) one-year renewal options or portions thereof. The Contract Amount is $325,000.00.

The Contract Documents consist of:

1. The Contract,
2. Method of Compensation,
3. The Addenda (if any), modifying the Scope of Services, Plans or Maps or other Contract Documents,
4. The Plans and Maps
5. The Scope of Services,
6. The General Specifications and
7. 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 hereto have made and executed this Contract: Central Florida Expressway Authority, signing by and through its Director of Purchasing, authorized to execute the same by Board action on the 14th day of August 2025, and Blurock LLC, signing through its undersigned signatory authorized to execute same.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Aneth Williams
Print Name

DATE: _____

BLUROCK 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

THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY
PRESSURE WASHING SERVICES FOR
SR 429, SR 414, SR 451 AND SR 453
CONTRACT NO. 002124 (SSBE)

GENERAL SPECIFICATIONS

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1.0 SCOPE OF WORK

The Contractor shall furnish all labor, materials, equipment, tools, transportation and supplies required to supply the services and complete the maintenance work in accordance with the specifications, procedures and terms of the Contract, including the specific tasks and events set forth on the attached exhibits or plans (if any).

Proper contract administration of the Contract requires that various forms and documents be completed by the Contractor throughout the term of the Contract. In most instances, these forms, such as Request for Authorization to Sublet Work, will be provided by CFX. In other instances, some forms shall be provided by the Contractor. In both instances, the Contractor shall complete the forms by providing the required information and returning the forms to CFX's Director of Maintenance or his designated representative.

2.0 CONTROL OF THE WORK

2.1 CFX'S DIRECTOR OF MAINTENANCE

All work shall be subject to review and acceptance by CFX's Director of Maintenance (or such other person designated by the Director of Maintenance), who shall evaluate the Contractor's work for compliance with the Contract Documents. CFX's Director of Maintenance has no duty to supervise or direct the performance of the work, nor any responsibility or liability for the acts or omissions of the Contractor or any subcontractor or supplier.

To avoid unnecessary repetition of expressions, whenever in the General Specifications, Scope of Services or other Contract Documents the term "CFX" or "Director of Maintenance" is used, it is understood that "or designated representative" is a part of the term unless specifically indicated otherwise. Such designated representative may be the Landscape Supervisor or other individual or entity identified by CFX.

2.2 COORDINATION OF PLANS AND SPECIFICATIONS

The General Specifications, Scope of Services, and all supplementary documents are integral parts of the Contract and a requirement occurring in one document is as binding as though occurring in all documents. In a circumstance of inconsistency or discrepancy between documents, the priority order of the documents shall be as follows:

1. Contract
2. Addenda
3. Scope of Services
4. General Specifications

2.3 FINAL ACCEPTANCE AND CONTRACT CLOSEOUT

CFX will make final payment to the Contractor after the Work is finally accepted by CFX's Director of Maintenance as evidenced by the issuance of written notice of final acceptance and completion of maintenance project. The Contractor shall first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, have furnished CFX with a properly executed and notarized Certificate of Maintenance Contract Completion and Contractor's Affidavit of Satisfaction (conditioned only upon receipt of final payment) as well as, such other documentation as may be required by CFX for the completion of the Contract or release of the Work.

2.4 OTHER WORK

If activities by CFX or other parties occur near or within the work locations, the Contractor shall coordinate its operations and cooperate with others and shall not be entitled to extra compensation or adjustments in Contract unit prices because of deletion of work items or delay because of activities by others.

3.0 OTHER REQUIREMENTS

3.1 GOVERNING LAW AND VENUE

The Contract shall be governed by and constructed in accordance with the laws of the State of Florida. The parties consent to the exclusive jurisdiction of the courts located in Orange County, Florida.

The obligations in Section 3.1, Governing Law and Venue, shall survive the expiration or termination of the Contract and continue in full force and effect.

3.2 PERMITS, NOTIFICATIONS AND FEES

It shall be the Contractor's responsibility to secure and pay for all permits necessary to conduct the maintenance or other work in accordance with required regulations and to notify all applicable utilities or parties affected by the Contractor's operations.

The Contractor shall further be responsible for all fees associated with the performance of the Contract. This includes payment of toll charges for all vehicles and equipment at the standard rate applicable to the general public. All toll payments made by the Contractor will be presumed to have been included in the Contract unit prices for the items of work in the Contract.

No work shall be performed under the provisions of the Contract on any properties outside the limits of CFX-maintained right-of-way without the express written permission of the affected landowner. Any such permission shall be secured by the Contractor and shall identify the provisions under which such work is to be performed. Permissions obtained shall not constitute assumption of liability by CFX nor relieve the Contractor of its liabilities.

The Contractor must provide a notarized affidavit to CFX that all motor vehicles operated by or caused to be operated by the Contractor in Florida are registered in compliance with Chapter 320, Florida Statutes. No payment will be made to the Contractor until the required proof of registration is on file with CFX.

The Contractor shall complete and return with the executed Contract, Internal Revenue Service Form W-9, Request for Taxpayer Identification Number and Certification.

3.3 HAZARDOUS OR TOXIC WASTE, POLLUTANTS

When the Contractor's operations encounter or expose any abnormal condition which may indicate the presence of a hazardous substance, toxic waste, or pollutants such operations shall be discontinued in the vicinity of the abnormal condition and CFX's Director of Maintenance shall be notified immediately. The presence of tanks or barrels; discolored earth, metal, wood, groundwater, etc.; visible fumes; abnormal odors; excessively hot earth; smoke; or other conditions which appear abnormal may be indicators of hazardous or toxic wastes or pollutants and shall be treated with extraordinary caution.

Every effort shall be made by the Contractor to minimize the spread of any hazardous substance, toxic waste or pollutant into uncontaminated areas.

The Contractor's operations in the affected area shall not resume until so directed by the Director of Maintenance.

Disposition of the hazardous substance, toxic waste or pollutant shall be made in accordance with the laws, requirements and regulations of any local, state, or federal agency having jurisdiction. Where the Contractor performs work necessary to dispose of hazardous substance, toxic waste or pollutant and the Contract does not include pay items for disposal, payment will be made, when approved in writing by a supplemental agreement, prior to the work being performed.

3.4 RESPONSIBILITY FOR DAMAGES

The Contractor shall protect from damage all property associated with, or which is in the vicinity of, or is in any way affected by, the Contractor's maintenance or other work performed pursuant to the Contract. Any damages occurring to such properties caused by the acts or omissions of

Contractor (or its employees, agents or invitees) shall be immediately repaired at the expense of the Contractor to a condition similar or equal to that existing before such damage occurred.

3.5 HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY

The Contractor shall indemnify, defend and hold harmless CFX, State of Florida, the Florida Department of Transportation, and all of their respective officers, agents or employees from all suits, actions, claims, demands, costs, expenses, judgments and liabilities of any nature whatsoever arising out of, because of, or due to breach of the Contract by the Contractor (its subcontractors, agents or employees) or due to any negligent act or omission or commission of the Contractor (its subcontractors, agents or employees). Contractor will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the CFX or any of its officers, agents or employees. The parties agree that one percent (1%) of the total compensation to the Contractor for performance of the Contract is the specific consideration from CFX to the Contractor for the Contractor's indemnity and the parties further agree that the one percent (1%) is included in the Contract Amount.

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

The obligations in Section 3.5, Hold Harmless and Indemnification, Sovereign Immunity shall survive the expiration or termination of this Agreement and continue in full force and effect.

3.6 INSURANCE

Anything contained herein to the contrary notwithstanding, during the term of the Contract and for such additional time as may be further required, the Contractor shall provide, pay for and maintain in full force and effect insurance outlined in sub articles 3.6.1 through 3.6.6 below for coverage at not less than the prescribed minimum limits of liability, covering the Contractor's activities and those of any and all subcontractors (including officers, directors, employees or agents of each and their successors). All insurance shall be provided through companies authorized to do business in the State of Florida and considered acceptable by CFX.

Upon execution of the Contract, the Contractor shall furnish to CFX, Certificates of Insurance bearing an original manual signature of the authorized representative of the insurance company. No Work shall commence under the Contract unless and until the required Certificates of Insurance described herein are in effect and have been approved by CFX. The Certificate of Insurance shall be issued to CFX and shall reference the complete and correct Contract number, as well as the full and complete name of each insurance company, including city and state of domicile, as listed by A.M. Best Company. All insurance must be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a Financial Strength Rating (FSR) of at least "A- "(Excellent) and a Financial Size Category (FSC) of at least Category "VII" as defined by A.M. Best Company, or equivalent ratings from another nationally recognized insurance rating service. Such Certificates shall provide that in the event of cancellation, non-renewal or material reduction in coverage (including any material reduction of limits of Liability), the insurer will provide thirty (30) days prior notice of such cancellation, non-renewal or material reduction by certified mail to CFX. In addition, certified true copies of all policies shall be provided to CFX upon specific written request. Renewal Certificates of Insurance for all policies shall be submitted by the Contractor so that they are received by CFX no later than thirty (30) calendar days prior to the expiration of existing insurance coverage. Failure by the Contractor to meet this required timeframe will result in suspension of partial payments on monthly estimates until the certificates are received and accepted by CFX.

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

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

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

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

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

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.

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

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

3.6.2 Worker's Compensation: The Contractor shall maintain coverage for its employees in accordance with the laws of the State of Florida. The amount of coverage shall not be less than the limits of insurance as required in sub article 3.6.1.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of CFX for all work performed by the Contractor, its employees, agents and subcontractors.

3.6.3 Comprehensive General Liability Insurance: Coverage shall be maintained by the Contractor providing Comprehensive General Liability Insurance as provided on Insurance Services Office form GC 00 01 or an equivalent thereof. Limits of Liability for Bodily Injury Liability and/or Property Damage Liability shall not be less than the limits of insurance as required in Section 3.6.1.

The policy shall contain an endorsement providing for Aggregate Limits of Liability to be on a per Project basis. This endorsement shall state that Aggregate Limits as specified herein apply separately and specifically to this Project.

Products and Completed Operations coverage, evidenced by a Certificate of Insurance, shall be maintained for a period of not less than two (2) years following completion of the Work to which the Contract applies.

If watercrafts are to be used in the performance of any Work under the Contract, watercraft operations shall be covered under the Comprehensive General Liability policy providing limits in accordance with the General Liability requirements.

If the Project involves Work or operations by the Contractor within the limits of the railroad right-of-way, including any encroachments thereon from Work or operations in the vicinity of the railroad right-of-way, the railroad shall be named as an Additional Insured under this policy.
CFX, and such other parties CFX shall designate, and all of their respective officers, agents, employees, and successors shall be named as Additional Insured under this policy. Insurance Services Office endorsement CG 20 10 (11 85 edition date) or both CG 20 10 and CG 20 37(10 01 edition dates) forms (if later edition dates are used), shall be used to meet these requirements and a photocopy of same shall be provided with the Certificate.

3.6.4 Comprehensive Automobile Liability Insurance: The Contractor shall maintain coverage applicable to the ownership, maintenance, use, loading and unloading of any owned, non-owned, leased or hired vehicle issued on Insurance Services Office form CA 00 01 or its equivalent. The amount of coverage shall not be less than the limits of insurance as required in sub article 3.6.1.

This policy shall include coverage for liability assumed under contract (if not provided for under the Comprehensive General Liability policy). In the event the Contractor does not own automobiles, the Contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or through a separate Business Auto Liability policy.

CFX, and such other parties CFX shall designate, and all of their respective officers, agents, employees, and successors shall be named as Additional Insured under this policy.

3.6.5 Umbrella/Excess Liability Insurance: If an Umbrella or Excess Liability Insurance policy is used to attain the required limits of liability, the sum of the limits provided by the Primary insurance and the Umbrella or Excess Liability insurance must at least equal the Limits of Liability as required by sub article 3.6.1

The Umbrella/Excess Liability Insurance policy or Excess policy shall afford coverage equivalent to the required coverage as set forth in this Article 3.6. Policy inception date must also be concurrent with the inception dates of the underlying General Liability and Automobile Liability policies.

Umbrella or Excess policy Certificate of Insurance shall stipulate the underlying limits of liability applicable. A photocopy of the endorsement so evidencing shall be attached to the Certificate.

CFX, and such other parties CFX shall designate, and all of their respective officers, agents, employees, and successors shall be named as Additional Insured under this policy.

3.6.6 Railroad Insurance: If the Contractor performs Work on, over or under a railroad, railroad property or railroad right-of-way, the Contractor shall furnish CFX (for transmittal to the railroad

company) an insurance certificate with the railroad named as the insured which (with respect to the operations the Contractor or any of its subcontractors perform) will provide for Railroad Protective Liability insurance providing coverage for bodily injury, death and property damage of a combined single limit of Five Million Dollars ($5,000,000.00) per occurrence, with an aggregate limit of Ten Million Dollars ($10,000,000.00) for the term of the policy. The policy shall be written on the ISO/RIMA (CG 00 3S 11 85) with Pollution Exclusions Amendment (CG 28 31 11 85) endorsement deleting Common Policy Conditions (CG 99 01) if Common Policy Conditions are included in the policy and Broad Form Nuclear Exclusion (IC 00 21). CFX, and such other parties CFX shall designate, and all of their respective officers, agents, employees, and successors shall be named as Additional Insured under this policy.

3.7 SAFETY

(1) With respect to the activities contemplated to occur pursuant to the Contract, and to the extent reasonably applicable, the Florida Department of Transportation Accident Prevention Procedures Handbook (current issue at time of bidding) is incorporated by reference and made a part of the Contract and shall be made a condition of each subcontract (if any) entered into pursuant to the Contract. In circumstances of conflict with the Federal Safety and Health Standards, the more restrictive requirements will apply.

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

(3) The Contractor shall ensure that its workers and subcontractors use orange vest/garments conforming to ANSI/ISEA 107-1999 Standard Class 3 whenever workers are within 15 feet of the edge of the travelway. Class 3 vest garments will be required for all speeds.

(4) Reflective sheeting material for work zone barricades shall be Type III-A, III-B, or III-C, meeting requirements of Section 994 of the FDOT Standard Specifications, 2010 edition. Reflective sheeting material for all work zone signs shall be fluorescent orange Type III-D or Type IV meeting requirements of Section 994, 2010 edition. Type IV shall be 3M Scotchlite Diamond Grade Fluorescent Roll Up Sign Sheeting or CFX approved equal. Mesh signs shall not be used for work zone signs.

3.8 CONTRACTOR'S RESPONSIBILITY FOR WORK

Until acceptance by CFX, the results of the maintenance or other work shall be under the charge and custody of the Contractor who shall take every necessary precaution against injury or damage to the work results by the action of the elements or from any other cause whatsoever. The Contractor shall rebuild, repair and restore, without additional compensation, all injury or damage to any portion of the work occasioned by any of the above causes before its completion and acceptance; except, in the case of extensive or catastrophic damage CFX may, at its discretion, reimburse the Contractor for the repair of such damage due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to Acts of God, of the public enemy or of governmental authorities.

3.9 AUDIT AND EXAMINATION OF RECORDS

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

If CFX requests access to or review of any Contract Documents or Bid Records and the Contractor refuses such access or review, the Contractor shall be in default under its Contract with CFX, and such refusal shall, without any other or additional actions, constitute grounds for suspension or disqualification of the Contractor. This provision shall not be limited in any manner by the existence of any Contractor claims or pending litigation relating to the Contract. Disqualification or suspension of the Contractor for failure to comply with this section shall also preclude the Contractor from acting in the future as a subcontractor of another contractor doing work for CFX during the period of disqualification or suspension.

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

All individuals, corporations, companies, partnerships, joint venturers or any other business entities who submit a bid or a bid proposal to CFX shall preserve all Bid Records used in determining and submitting the bid for a period of one month after CFX awards the Contract. The successful bidder (Contractor) shall preserve all Bid Records and Contract Records for the entire term of the Contract and for a period of three years after the later of: (i) final acceptance of the project by CFX, or (ii) until all claims (if any) regarding the Contract are resolved.

Contract Records shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers,

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

The obligations in Section 3.9, Audit and Examination of Records, shall survive the expiration or termination of the Contract and continue in full force and effect.

3.10 SUSPENSION OF WORK

CFX will have the right (exercised from time to time) to suspend the maintenance activities and work covered by the Contract, wholly or in part, for such period as may be deemed necessary. The periods of suspension may include extreme adverse weather conditions (such as flooding due to catastrophic occurrences) or heavy traffic congestion due to special events that may cause hazardous conditions for the motorists. Such suspension if ordered will be in writing, giving detailed reasons for the suspension.

3.11 DEFAULT AND TERMINATION

(1) CFX reserves the right to terminate or suspend the Contract in whole or in part at any time the interest of CFX requires such termination or suspension. In such circumstances, CFX shall notify the Contractor (in writing) of such action with instructions as to the effective date of termination or suspension. In the circumstance where the Contractor was not in default, the Contractor will be paid for all work performed prior to termination and any reasonable, documented termination expenses. Payment for work performed will be based on bid item prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed.

(2) If the Contractor: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the “Notice to Proceed”; (iii) fails to perform the work with sufficient workmen and equipment or with sufficient materials to assure the prompt performance of the work and maintenance items covered by the Contract; (iv) performs the work unsuitably; (v) fails to comply with Contract, minimum

wage payments or Equal Employment Opportunity requirements, or (vi) performs unsatisfactorily in the opinion of CFX reasonably exercised, CFX may give notice of default in writing to the Contractor stating the nature of the default and providing the amount of time which will be allowed to correct the default.

If the Contractor (within the curative period described in the notice of default) does not correct the default, CFX will have full power and authority to remove the work from the Contractor and to declare the Contract in default and terminated.

If the Contract is declared in default, CFX may take over the work covered by the Contract.

Upon declaration of default and termination of the Contract, CFX will have the right to appropriate or use any or all materials and equipment on the sites where work is or was occurring which are suitable and acceptable, and may enter into agreements with others for the completion of the work under the Contract, or may use other methods which in the opinion of the Director of Maintenance are required for Contract completion. All costs and charges incurred by CFX because of or related to the Contractor's default (including the costs of completing Contract performance) shall be charged against the Contractor. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the Contractor shall be liable and shall pay CFX the amount of the excess.

If, after the default notice curative period has expired, but prior to any action by CFX to complete the work under the Contract, the Contractor demonstrates an intent to cure the default in accordance with CFX's requirements, CFX may, but is not required to, permit the Contractor to resume work under the Contract. In such circumstances, any costs of CFX incurred by the delay (or from any reason attributable to the delay) will be deducted from any monies due or which may become due Contractor under the Contract.

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

3.12 PREVAILING PARTY ATTORNEY'S FEES

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

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

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

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

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

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

3.12.7 As a condition precedent to litigation, the Contractor shall have first submitted its claim (together with supporting documentation) to the CFX, and the CFX shall have had sixty (60) days thereafter within which to respond thereto.

3.12.8 The purpose of this provision is to discourage frivolous or overstated claims and, as a result thereof, the CFX and the Contractor agree that neither party shall avail itself of Section 768.79,

Florida Statutes, or any other like statute or rule involving offers of settlement or offers of judgment, it being understood and agreed that the purpose of such statute or rule are being served by this provision.

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

3.13 BINDING ARBITRATION

All claims, disputes and controversies between the CFX and the Contractor arising out of or related to the Contract shall be decided and resolved by binding arbitration. The arbitration shall occur in Orlando, Florida and shall be conducted by a three (3) member panel pursuant to and under the auspices of the Construction Industry Arbitration Rules of the American Arbitration Association.

3.13.1 Procedure

Notice of the demand for arbitration will be filed in writing with the other party to the Contract and with the American Arbitration Association.

Arbitration shall be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining, subject to the limitations of this Article. The agreement to arbitrate (and any other agreement or consent to arbitrate entered into in accordance herewith) will be specifically enforceable under the laws of Florida.

Arbitration shall include by consolidation, joinder or in any other manner any person or entity who is not a party to the Contract in circumstances where:

- the inclusion of such other person or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration, and

- such other person or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings, and

- the written consent of the other person or entity sought to be included and of CFX and Contractor has been obtained for such inclusion, which consent shall make specific reference to this paragraph.

In order to assure complete resolution of any claim or controversy, the Contractor shall provide and require (in the agreements with subcontractors and material suppliers) for joinder in such arbitration proceedings.

Therefore, if a claim, dispute or other matter in question between CFX and Contractor involves the work of a subcontractor, either CFX or Contractor may join such subcontractor as a party to the arbitration. Nothing in this paragraph, or in the provision of such subcontract consenting to joinder shall create any claim, right or cause of action in favor of subcontractor or supplier, and against CFX or any of its consultants that does not otherwise exist.

In connection with the arbitration proceeding, all participants shall be afforded pre-hearing discovery in accordance with the rules of the American Arbitration Association.

3.14 UNAUTHORIZED ALIENS

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

The obligations in Section 3.14, Unauthorized Aliens, shall survive the expiration or termination of this Contract and continue in full force and effect.

3.15 FLORIDA VENDOR ELIGIBILITY REQUIREMENTS

3.15.1 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.

3.15.2 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.

3.15.3 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.

3.15.4 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.

3.15.5 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.

3.15.6 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.

3.15.7 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.

3.15.8 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.

3.16 INSPECTOR GENERAL

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

The obligations in Section 3.16, Inspector General, shall survive the expiration or termination of this Contract and continue in full force and effect.

3.17 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.

3.18 AVAILABILITY OF FUNDS

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

3.19 ASSIGNMENT

CFX has selected CONTRACTOR to perform the Services based upon characteristics and qualifications of CONTRACTOR and its employees. Therefore, CONTRACTOR shall not further sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the CONTRACTOR's right, title, or interest therein without the

written consent of CFX, which may be withheld in CFX'S sole and absolute discretion. Any attempt by CONTRACTOR to dispose of this Contract as described above, in part or in whole, without CFX'S written consent shall be null and void and shall, at CFX's option, constitute a default under the Contract.

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

3.20 SEVERABILITY

If any section of the Contract Documents that are incorporated into this Contract be judged void, unenforceable or illegal, then the illegal provision will be, if at all possible, interpreted or re-drafted into a valid, enforceable, legal provision as close to the parties' original intention, and the remaining portions of the Contract will remain in full force and effect and will be enforced and interpreted as closely as possible to the parties' intention for the whole of the Contract.

3.21 INTEGRATION

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

3.22 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.

4.0 PROSECUTION AND PROGRESS OF WORK

4.1 PREWORK CONFERENCE

The Director of Maintenance may call a prework conference prior to Contractor’s commencement of work to review the proposed work activities and events with the Contractor and, if applicable, utility companies or others involved.

4.2 BEGINNING WORK

The Contractor shall commence work within the number of calendar days required by the Contract, measured from the date the Notice to Proceed has been issued. The term of the Contract will begin on the date established in the Notice to Proceed.

4.3 STATUS OF WORK

The Contractor shall keep CFX advised as to the status of work being done by the Contractor and the details thereof. Coordination shall be maintained by the Contractor with representatives of CFX. CFX or Contractor may request and be granted a conference with the other party.

4.4 OPERATIONS

(1) The Contractor shall schedule maintenance operations to minimize inconvenience to adjacent businesses, residences and the motoring public.

(2) No work shall be performed on Sunday, Thanksgiving Day, Christmas Day, New Year’s Day, Independence Day or Labor Day. When any of these holidays fall on a Sunday, no work under the Contract shall be done on the following Monday. If the holiday falls on a Saturday, no work shall be done on the preceding Friday. Work may only be performed during prohibited times with written permission from the Director of Maintenance, or in circumstances of an emergency.

(3) In circumstances where the work task has assigned to it a specific time increment within which to accomplish the task (if any), the Director of Maintenance may grant an extension of the allowable time when a controlling item of work is delayed by factors which are

beyond the control of the Contractor. Extensions will not be granted for delays due to the fault or negligence of the Contractor.

(4) Time extensions for delays (in work performance which has completion dates associated therewith, if any) caused by the effects of inclement weather will be handled differently from those resulting from other types of delay. Such time extensions are justified only when rains or other inclement weather conditions or related adverse soil conditions prevent the Contractor from productively performing controlling items of work, resulting in either:

(i) The Contractor being unable to work at least fifty percent (50%) of the normal work day on pre-determined controlling work items due to adverse weather conditions, or

(ii) The Contractor being required to make major repairs to work damaged by weather; provided, however, the damage was not attributable to a failure to perform or neglect by the Contractor, and provided that the Contractor was unable to work at least fifty percent (50%) of the normal workday on pre-determined controlling work items.

The Director of Maintenance will monitor the effects of weather and (when found justified) recommend time extensions. The Contractor will not be required to submit a request for additional time due to the effects of weather unless the Contractor disputes the additional time granted by CFX.

5.0 PAYMENT AND BUDGET CONSIDERATIONS

Shall be in accordance with Exhibit "B" – Method of Compensation.

END OF SECTION

CONSENT AGENDA ITEM #26

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*
Director of Procurement

DATE: July 23, 2025

SUBJECT: Approval of Contract Award to Stark Tech Services, LLC for
CFX Headquarters Chiller Replacement
Project No. 408-440, Contract No. 002242

An Invitation to Bid for the above referenced project was advertised on June 8, 2025. Two (2) responses were received by the July 17, 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.	Stark Tech Services, LLC	$3,020,000.00
2.	Air Mechanical & Service Corp.	$3,990,280.00

The engineer's estimate for this project is $2,378,579.00 and $2,754,000.00 is included in the Five-Year Work Plan.

The work to be performed includes providing all labor, materials, equipment and incidentals necessary to replace the existing air conditioning systems for the CFX Headquarters building.

Board award of the contract to Stark Tech Services, LLC in the amount of $3,020,000.00 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
Glenn Pressimone, PE
Chief of Infrastructure

CONTRACT



AND

STARK TECH SERVICES, LLC

CFX HQ CHILLER REPLACEMENT
PROJECT NO. 408-440, CONTRACT NO. 002242

CONTRACT AMOUNT: $3,020,000.00

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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

FOR

CFX HQ CHILLER REPLACEMENT

PROJECT NO. 408-440
CONTRACT NO. 002242

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Plans		

CONTRACT

This Contract No. 002242 (the "Contract"), is made and entered into by the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, hereinafter called "CFX" and STARK TECH SERVICES, LLC, of 350 W. SR434, Longwood, FL. 32750, 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. 408-440, Contract No. 002242, CFX HQ Chiller Replacement, as detailed in the Contract Documents and any addenda or modifications thereto. Contract time for this project shall be 210 calendar days. The Contract Amount is $3,020,000.00.

The Contract Documents consist of:

1. The Contract,
2. The Memorandum of Agreement,
3. The Addenda (if any), modifying the General Specifications, Technical Specifications, Technical Special Provisions, 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 14th day of August 2025, and Stark Tech Services, LLC, signing through its undersigned signatory authorized to execute same.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Aneth Williams
Print Name

DATE: _____

STARK TECH SERVICES, 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

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CENTRAL FLORIDA EXPRESSWAY AUTHORITY

GENERAL SPECIFICATIONS

SECTION 1 - ABBREVIATIONS AND DEFINITIONS

1.1 General

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

1.2 Abbreviations

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

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

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

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

1.3 Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.3.55 **State** - State of Florida

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

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

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

1.3.59 **Substantial Completion** - The completion of all pay item Work in 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 Builder's Risk: 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
#27

MEMORANDUM

TO: CFX Board Members

FROM: Lisa Lumbard
Chief Financial Officer

DATE: August 7, 2025

SUBJECT: Approval of Resolution Amending Article 1 ("Procurement Policy") and Article 2 ("Protest Resolution Policy") of Chapter 10 ("Procurement") of the CFX Code

---

On August 8, 2024, by Resolution 2024-440, the Board established Chapter 10, CFX Code, entitled "Procurement", and adopted Article 1, entitled "Procurement Policy", modernizing its direction on CFX's procurement of goods and services. Thereafter, on December 12, 2024, by Resolution 2024-444, the Board adopted and added Article 2, entitled "Protest Resolution Policy".

Over the past year, staff has identified certain improvements and revisions to Chapter 10, CFX Code to further refine how CFX handles its procurements, while still maintaining the balance between administrative efficiency and the Board's direction and oversight. This revised policy will provide clearer policy-level guidance and other changes to further streamline CFX's day-to-day business practices.

Board approval of the Resolution amending Article 1 ("Procurement Policy") and Article 2 ("Protest Resolution Policy") of Chapter 10 ("Procurement") of the CFX Code is requested.

Resolution No. 2025-_____

A RESOLUTION OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY AMENDING ARTICLE 1 ("PROCUREMENT POLICY") AND ARTICLE 2 ("PROTEST RESOLUTION POLICY") OF CHAPTER 10 ("PROCUREMENT") OF THE CFX CODE

WHEREAS, the Central Florida Expressway Authority (**"CFX"**) is empowered by Ch. 348, Part III, F.S., to acquire, hold, construct, improve, maintain, and operate the Central Florida Expressway System, and to exercise all powers necessary, appurtenant, convenient, or incidental to the implementation of such purposes; and

WHEREAS, on December 12, 2024, through Resolution 2024-444, the Governing Board of CFX (the **"Board"**) amended Ch. 10, CFX Code, entitled "Procurement", by adopting Art. 2, entitled "Protest Resolution Policy", and Art. 3, entitled "Lobbying Blackout Policy", into such chapter, and making minor amendments to Art. 1, entitled "Procurement Policy", thereto; and

WHEREAS, the Board desires that CFX's policies be reviewed and revised from time to time to maintain an effective balance between administrative efficiency in CFX's day-to-day business operations and the Board's direction and oversight.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY:

1. Ch. 10, Art. 1, entitled "Procurement Policy" and Ch. 10, Art. 2, entitled "Protest Resolution Policy", CFX Code, are hereby amended and revised to be consistent in substance with **"Attachment 1"** hereto.

2. Any prior resolution, rule, or policy adopted by the Board regarding the subject matter contained therein, including without limitation Resolution 2024-444 as to Ch. 10, Art. 1 and Art. 2, CFX Code, is hereby repealed, stricken, and superseded, and all prior actions as they relate to such subject matter are hereby affirmed to the extent such actions were consistent with either the then-effective policy or the policy adopted by this resolution.

3. General Counsel is hereby authorized to make additional non-substantial changes to the policy including without limitation: the substitution of references to "Procurement Policy" or "policy" for "Article" or "Section" where appropriate, changes to format, and correction of scrivener's errors.

ADOPTED this 14th day of August 2025.

_____
Christopher Maier, CFX Board Chairman

ATTEST:_____
Regla ("Mimi") Lamaute
Manager of Executive and Board Services

Approved as to form and legality:

_____
Cristina T. Berrios, Deputy General Counsel

EFFECTIVE DATES

Art.	Title	Adopted By	Last Revision	Version Date
1	Procurement Policy	Res. 2024-440	_____	_____
2	Protest Resolution Policy	Res. 2024-444	_____	_____
3	Lobbying Blackout Policy	Res. 2024-444	N/A	12/12/2024

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Division I: General Provisions

Section 10.1 Title

The provisions of this Article shall be known and cited as the **"Procurement Policy"**.

Adopted: 2024-440.

Section 10.2 Authority

10.2.1 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, and is further authorized to make contracts and to execute all instruments necessary and convenient for conducting its business.

10.2.2 As an expressway authority pursuant to Chapter 348, Florida Statutes, CFX does not meet the definition of "agency" under Section 287.012, Florida Statutes. Therefore, except for specific provisions of Chapter 287, Florida Statutes, which expressly apply to authorities, local governmental entities, or special districts, CFX is not generally subject to the provisions of such Chapter.

Adopted: 2024-440. Revised: 2025-___.

Section 10.3 Statement of Policy

10.3.1 The Governing Board (**"Board"**) of CFX hereby establishes a centralized procurement system for CFX by adoption of this Procurement Policy, the purpose of which is to:

(A) Establish the guiding principles and policies governing procurement by CFX;

(B) Promote public confidence in the integrity and transparency of the procedures followed by CFX when procuring goods and services required;

(C) Ensure fair and equitable treatment of all persons who participate in CFX's procurement process;

(D) Maximize economy in procurement activities and, to the fullest extent possible, the purchasing value of CFX funds; and

(E) Foster efficiency and reduce administrative burden in the day-to-day business functions of CFX.

10.3.2 This Procurement Policy applies to procurements by CFX solicited and/or entered into after this Procurement Policy's approval date by the Board. This Procurement Policy supersedes all previously adopted procurement policies.

10.3.3 Unless otherwise stated in this Procurement Policy, all purchases of goods and/or services shall be made through or by the Procurement Department.

10.3.4 Nothing in this Procurement Policy shall prevent CFX from complying with the terms and conditions of any grant, gift, bequest, or loan, or any cooperative agreement with any local, state, or federal agency provided such terms and conditions are compliant with applicable law. To the extent the requirements of this Procurement Policy or the Procurement Procedures Manual are inconsistent with any such alternative terms and conditions, such alternative terms and conditions shall take precedence so long as they are consistent with applicable law.

10.3.5 All changes to this Procurement Policy require approval of the Board. No process or procedure implementing this Procurement Policy may conflict with the provisions of this policy in any manner.

10.3.6 Nothing in this policy may be interpreted as restricting or placing any conditions or limitations on the Board's authority to approve, award, or enter into any procurement contract should the Board make a finding that such action would be in CFX's best interest.

Adopted: 2024-440. Revised: 2025-___.

Section 10.4 Definitions

10.4.1 Wherever used in this Article or in the Procurement Procedures Manual, the following terms shall have the following meanings indicated, unless context provides otherwise, and such meanings will apply to both the singular and plural thereof:

(A) **"CFX Area of Service"** shall mean the area served by CFX in accordance with Section 348.754, Florida Statutes; more specifically, the geographical boundaries of Orange, Seminole, Lake, Brevard, and Osceola counties.

(B) **"Contract"** shall mean the legal instrument, regardless as to what it is called, by which CFX procures goods and/or services.

(C) **"Contractor"** shall mean any person or entity who contracts, intends to contract, or is in the market to contract to sell or lease goods and/or services to CFX. The terms **"Contractor"**, **"Consultant"**, and **"Vendor"** may be used interchangeably throughout this Procurement Policy.

(D) **"Construction Services"** shall have the same meaning as that provided in Section 218.72, Florida Statutes. More specifically, **"Construction Services"** shall mean all labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or other improvements to real property.

(E) **"Cooperative Purchasing"** shall mean procurement conducted by or on behalf of CFX and/or more than one public procurement unit or agency. This is distinguished from **"Piggybacking"** as defined below.

(F) **"Good"** shall mean any tangible personal property, including without limitation any material, equipment, commodity, item, or product. The term **"good"** shall be read to specifically exclude any services – other than those directly related to the requisition, transport, delivery, and other of any such goods and any tangential labor associated therewith, real property, or any interest in real property. For the purposes of this Procurement Policy, software shall be considered a good, while software licenses or subscriptions shall be considered a service.

(G) **"Piggybacking"** shall mean the purchase of goods and/or services, other than Professional Services, from the purchasing agreements of special districts, municipalities, or counties, as authorized in Section 189.053, Florida Statutes. This is distinguished from "Cooperative Purchasing", as defined above.

(H) **"Procurement"** shall mean the buying, purchasing, renting, leasing, or other acquisition of goods and/or services for public purposes in accordance with all applicable law, rules, regulations, and procedures intended to provide for the economic expenditure of public funds, regardless of the source of funds used. It includes without limitation all functions which pertain to obtaining any goods and/or services. **"Procurement"** shall not include:

(1) Any real estate transaction, including the sale, lease, exchange, and/or acquisition of real property or any interest therein;

(2) Goods and/or services given or accepted by CFX via grant, gift, or bequest;

(3) Employment agreements or collective bargaining agreements; or

(4) Any agreements between CFX and any other entity that does not involve the purchase of goods and/or services by CFX.

(I) **"Professional Services"** shall have the same meaning as that found in Section 287.055, Florida Statutes. More specifically, **"Professional Services"** shall mean those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the State of Florida, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.

(J) **"Services"** shall mean the furnishing primarily of labor, time, and/or effort by Contractors, wherein the submission of goods or specific end products – other than reports, studies, plans, advisories, contractual documents, or other documents relating to the required performance – is incidental or secondary. This term shall include without limitation Construction Services, Professional Services, and Specialized Services.

(K) **"Specialized Services"** shall mean services the value of which are substantially measured by professional competence of the person or entity performing them and which are not susceptible to realistic evaluation/assessment by cost of services alone. **"Specialized Services"** shall include without limitation services customarily rendered by attorneys, certified public accountants, insurance and/or financial personnel, public relations firms, legislative advisors, and/or systems planning and management advisors. For purposes of this Procurement Policy, **"Specialized Services"** shall not include services that meet the definition of "Professional Services" above.

Adopted: 2024-440.

Section 10.5 Responsibility and Function

10.5.1 Procurement Director

(A) Subject to the provisions of this Procurement Policy, the Director of the Procurement Department (**"Procurement Director"**) shall serve as the principal officer for the procurement of all goods and/or services by CFX.

(B) The Procurement Director shall:

(1) Administer the central procurement, purchasing, and contracting system for CFX;

(2) In a manner consistent with this Procurement Policy, develop, maintain, review, and, when prudent or necessary, revise, CFX's Procurement Procedures Manual which shall be annually reviewed and approved by the Executive Director;

(3) Ensure that the requirements set forth in this Procurement Policy and the Procurement Procedures Manual are complied with for all procurements made by CFX;

(4) Take all reasonable and practicable action necessary to further the objectives of CFX with regard to the promotion and encouragement the participation of small, minority, and women-owned businesses in CFX's Procurements;

(5) In accordance with the directives of this Procurement Policy, determine the method of selection for each procurement; and

(6) Perform other duties as directed by the Board and the Executive Director or designee thereof.

10.5.2 **Procurement Procedures Manual.** The Procurement Procedures Manual shall be reviewed annually and revised as necessary to reflect the current business needs of CFX. The Executive Director is authorized to approve revisions to the Procurement Procedures Manual unless any such revisions would result in a conflict with the letter or intent of this Chapter.

10.5.3 **Procurement Department.** The specific responsibilities and functions of the Procurement Department include:

(A) Developing purchasing objectives for procurement in a manner that meets CFX's requirements;

(B) Working with other CFX departments to establish standardization of goods and/or services where practical within a competitive environment;

(C) Promoting and maintaining good will between CFX and its contractors, including encouraging full and open competition and assuming fair and equitable business dealings with all contractors;

(D) Ensuring that all procurements are made in compliance with the applicable statutes, rules, regulations, and policies;

(E) With the assistance of the purchasing user department, handling complaints and warranties regarding purchases and negotiating the return of merchandise;

(F) Training CFX personnel regarding this Procurement Policy and the Procedures Manual, as needed; and

(G) Managing the operational procedures for the P-Card Program as established in **Section 10.15: Purchasing Card Program** below.

Adopted: 2024-440. Revised: 2024-444.

Section 10.6 Standard of Conduct

10.6.1 Except for purchases made in accordance with **Section 10.15: Purchasing Card Program** below, CFX employees are prohibited from purchasing any materials, supplies, equipment, or services, or entering into any procurement contract on behalf of CFX unless expressly authorized to do so by the Board.

10.6.2 Individuals responsible for unauthorized purchases or obligations shall be in violation of this Procurement Policy and shall be disciplined accordingly. Such disciplinary action may include reimbursement by the individual to CFX for unauthorized purchases or obligations. Depending on the severity of the violation, further disciplinary action may be warranted.

10.6.3 No employee of CFX shall obligate CFX in any transactions whereby the employee may derive income or benefits other than those provided as compensation from CFX.

10.6.4 The Standard of Conduct as it relates to this Procurement Policy and the Procurement Procedures Manual is promulgated in CFX's Code of Ethics, as may be amended by the Board from time to time.

Adopted: 2024-440.

Division II: Competition and Methods of Procurement

Section 10.7 Competition Requirement

10.7.1 It shall be the policy of this Board that, unless otherwise provided in this Procurement Policy, all procurements shall generally be competitively solicited.

10.7.2 The Board hereby recognizes the following:

(A) Fair and open competition is a basic tenet of public procurement;

(B) Such competition reduces the appearance and opportunity for favoritism and inspires public confidence that contracts are awarded equitably and economically; and

(C) Documentation of the acts taken, and effective monitoring mechanisms, are important means of curbing any improprieties and establishing public confidence in the process by which procurements are made.

10.7.3 The Board additionally finds the following:

(A) The expeditious delivery of projects and acquisition of necessary goods and services best serves CFX and its customers;

(B) Specifically in relation to Small Purchases, the benefits of competition, whether by formal or informal method of competitive procurement, do not outweigh the cost or the administrative burden associated therewith; and

(C) Formal methods of competitive procurement (e.g., invitations to bid, or requests for proposals, etc.) add additional inefficiencies, administrative burden, and time to the completion of the procurement process; whereas, informal, quote-based procurements assist in streamlining the procurement process while still soliciting competition.

Accordingly, formal methods of competitive procurement should generally be reserved for procurements of higher value and impact.

Adopted: 2024-440.

Section 10.8 Procurement Thresholds

10.8.1 To balance the benefits of competitive procurement against the cost and administrative burdens associated therewith, the Board hereby sets the following **"Procurement Thresholds"**:

(A) **"Small Purchase Threshold"** shall mean the maximum aggregate contract award value for which a procurement may be made without soliciting competition in accordance with **Subsection 10.10.2** of this Procurement Policy. The Small Purchase Threshold shall be as shown in **Table 1: Procurement Thresholds** below.

(B) **"Informal Procurement Threshold"** shall mean the maximum aggregate contract award value for which a procurement may be made using a simplified, quote-based method of competitive procurement in accordance with **Subsection 10.10.3** of this Procurement Policy below. The Informal Procurement Threshold shall be as shown in **Table 1: Procurement Thresholds** below.

Table 1: Procurement Thresholds

Threshold	Amount
Small Purchase Threshold	$5,000.00
Informal Procurement Threshold	$150,000.00

10.8.2 Any procurement where the total aggregate contract award exceeds the Informal Procurement Threshold shall be made by using a formal competitive procurement method, as further discussed in **Subsection 10.10.4: Formal Procurements** below.

10.8.3 The amounts listed in **Table 1: Procurement Thresholds** for the Small Purchase Threshold and the Informal Procurement Threshold shall be initial thresholds as approved by the Board in August of 2024. Such amounts shall be subject to automatic adjustment every July of each even year thereafter, with such adjustment being based upon the Consumer Price Index for All Urban Consumers (CPI-U) in the South rounded up to the next highest multiple of 1000. The Procurement Director shall be responsible for timely updating the Procurement Procedures Manual to reflect the current adjusted Procurement Thresholds accordingly.

10.8.4 Procurements shall generally not be divided into more than one purchase order, project, or contract solely for the purpose of circumventing either of the Procurement Thresholds; however, procurements may be divided for other legitimate purposes, including without limitation providing small businesses a greater opportunity to participate in CFX's procurements.

Adopted: 2024-440. Revised: 2025-___.

Section 10.9 Approval/Execution Thresholds

10.9.1 To optimize efficiency in the day-to-day business transactions of CFX, the Board hereby delegates the approval and execution authorities as found in **Table 2: Approval/Execution Thresholds** below.

Table 2: Approval/Execution Thresholds		
Total Aggregate Contract Award Value	**Approval Authority**	**Procurement Contract Execution Authority**
≤ $75,000.00	Procurement Director	Procurement Director
> $75,000.00 ≤ Informal Procurement Threshold	Procurement Director and Executive Director	Procurement Director with co-signature of Executive Director
> Informal Procurement Threshold	Board	Procurement Director or Executive Director

10.9.2 In addition to the monetary-based approval/execution thresholds above, the Procurement Director is hereby delegated the authority to:

(A) Approve the results of any ranking and/or shortlisting by a Selection Committee, as defined in **Subsection 10.38.2(C)** of **Article 3: Lobbying Blackout Period** of this Chapter; and

(B) Engage in and complete competitive negotiation with each ranked Contractor: (1) in accordance with Section 287.055(5), Florida Statutes, for Professional Services; and/or (2) as provided in the Procurement Procedures Manual.

10.9.3 The monetary amounts shown in **Table 2: Approval/Execution Thresholds** above shall be adjusted every two years using the same methodology provided in **Subsection 10.8.3** above.

10.9.4 The Procurement Director is hereby authorized to delegate the approval and execution authority granted to them in this Section, as herein limited, to their designee upon receiving the approval of the Executive Director or the designee thereof to make such delegation.

10.9.5 The Executive Director is hereby authorized to delegate the approval and execution authority granted to them in this Section, as herein limited, to their designee as they seem reasonably necessary and appropriate.

Adopted: 2024-440. Revised: 2024-444.

Section 10.10 Methods of Procurement

10.10.1 Unless otherwise exempted or otherwise permitted under this Procurement Policy, procurements shall be made using the methods described below. The specifics of each procurement method shall be included in the Procurement Procedures Manual.

10.10.2 **Small Purchases**

(A) **"Small Purchase(s)"** shall mean procurements where the aggregate contract award value does not exceed the Small Purchase Threshold, with such threshold being as established in **Section 10.8: Procurement Thresholds** above.

(B) Small Purchases may be made without soliciting competition so long as the purchasing user department or individual considers the price to be reasonable based on research, experience, and/or purchase history.

(C) The user department or individual may secure the necessary pricing for Small Purchases on their own or request the assistance of the Procurement Department.

10.10.3 **Informal Procurements**

(A) **"Informal Procurement(s)"** shall mean procurements where the aggregate contract award value exceeds the Small Purchase Threshold but does not exceed the Informal Procurement Threshold, each such threshold as established in **Section 7.5: Procurement Thresholds** above.

(B) Competition in the selection of all Informal Procurements is preferred and strongly encouraged; however, the Executive Director and Procurement Director are hereby authorized to waive competition for Informal Procurements: (1) should such individuals jointly decide that doing so would best facilitate the day-to-day business of CFX; and (2) if applicable law does not otherwise require competition.

(C) Unless exempted, waived, or expressly permitted under this Procurement Policy, Informal Procurements shall be made using a simplified, quote-based method of competitive procurement.

(D) At least three written quotes must be received before an Informal Procurement may be made. If, for some reason, three quotes cannot be obtained, the good faith attempts to receive three quotes must be documented prior to an Informal Procurement being made.

(E) If the aggregate contract award value of the Small Purchase does not exceed $75,000.00, the purchasing user department may secure the necessary written quotes on its own or request the assistance of the Procurement Department.

(F) If the aggregate contract award value of the Small Purchase exceeds $75,000.00, then the written quotes must be secured directly by the Procurement Department.

(G) Any quotes received that would result in an aggregate contract award value exceeding the Informal Procurement Threshold shall be discarded.

(H) The monetary amounts provided in Paragraphs (D) and (E) above shall be adjusted every two years using the same methodology provided in **Subsection 10.8.3** above.

10.10.4 **Formal Procurements**

(A) **"Formal Procurement(s)"** shall mean procurements where the aggregate contract award value exceeds the Informal Procurement Threshold, with such threshold being as established in **Section 10.8: Procurement Thresholds** above.

(B) Unless otherwise exempted or permitted under this Procurement Policy, Formal Procurements shall be competitively awarded based on the submission of sealed competitive bids in response to invitations to bid, sealed competitive proposals submitted in response to a request for proposal, sealed competitive proposals submitted in response to a request for qualifications, or sealed competitive proposals submitted for competitive negotiation.

(C) **Statutory Limitations.** When selecting the method by which to make a Formal Procurement, the Procurement Director shall be mindful of the following limitations of Florida law:

(1) **Professional Services Consultants.** Professional Services shall be acquired in compliance with the Consultants' Competitive Negotiation Act (**"CCNA"**), Section

287.055, Florida Statutes, under the procedures detailed in the Procurement Procedures Manual.

(2) **Construction Managers.** Construction Managers and/or Program Management Entities shall be acquired in compliance with Section 255.103, Florida Statutes, under the procedures detailed in the Procurement Procedures Manual.

(3) **Fiscal Agents.** Fiscal Agents are required to be obtained by sealed proposals from at least three persons, firms, or corporations for the performance of any services as fiscal agents under Section 348.753(5), Florida Statutes.

10.10.5 Regardless of the method of procurement used, including Alternative Procurement Methods authorized in **Section 10.11: Alternative Methods of Procurement** below, Board approval is required for the award of any contract award with a total aggregate value that exceeds the Informal Procurement Threshold.

Adopted: 2024-440. Revised: 2025-___.

Section 10.11 Alternative Methods of Procurement

10.11.1 The Board hereby approves the use of alternative methods of procurement to those provided in **Section 10.10: Methods of Procurement** above, including without limitation the use of Cooperative Purchasing and Piggybacking so long as such alternative methods of procurement are:

(A) Competitive;

(B) Compliant with applicable law, as well as the letter and intent of this Procurement Policy as determined by the General Counsel or the designee thereof; and

(C) Determined to be in the best interest of CFX by the Procurement Director in consultation with the Executive Director.

10.11.2 The Approval/Execution Thresholds, as provided in **Section 10.9: Approval/Execution Thresholds** above, shall remain applicable regardless as to the Alternative Procurement Method used.

10.11.3 The Procurement Procedures Manual shall be revised to provide specific procedures that should be followed when using any such Alternative Method of Procurement prior to such Alternative Method of Procurement being used.

Adopted: 2024-440.

Section 10.12 Waivers of Competition Requirements

10.12.1 **Competition Waiver Requirements**

(A) The Procurement Director may issue waivers from the competition requirements of this Procurement Policy to the extent authorized in this Section, or as otherwise expressly provided in this policy.

(B) Even should a specific classification or type of procurement be deemed exempt from the competition requirements of this Procurement Policy, the Procurement Director may

determine that such procurement should instead be obtained by competitive means if they believe so-doing to be practical, reasonable, and in the best interest of CFX.

(C) Waivers of competition under this Procurement Policy shall not constitute waivers of any applicable provision of law that otherwise requires competition. As such:

(1) Waivers from competition for Construction Services may only be issued for awards where competition for such Construction Services would not otherwise be required under Section 255.20, Florida Statutes.

(2) Waivers from competition for Professional Services may only be issued for awards where compliance with the competitive selection and competitive negotiation provisions of Section 287.055, Florida Statutes, would not otherwise be required.

(3) No waiver of competition may be granted regarding the procurement of fiscal agents that would otherwise conflict with the requirements of Section 348.753(5), Florida Statutes.

(D) Unless otherwise expressly provided, a waiver of this Procurement Policy's competition requirements shall not be considered a waiver of any other requirement of this policy, including without limitation the Procurement Thresholds provided in **Section 10.8**: **Procurement Thresholds** above or the Approval/Execution Thresholds provided in **Section 10.9: Approval/Execution Thresholds** above.

(E) Provided that it is permitted under applicable law, nothing in this Procurement Policy shall prevent the Board from waiving its own competition requirements based upon a finding consistent with **Subsection 10.3.6** above.

10.12.2 **Emergency Purchase Waivers**

(A) **"Emergency"** shall mean:

(1) A reasonably unforeseen breakdown in machinery, or damage, destruction, or obstruction of machinery, roadway, or any property owned or operated by CFX;

(2) A threatened termination of an essential service;

(3) The development of a dangerous condition;

(4) The development of a circumstance causing the stoppage or slowdown of an essential service;

(5) A threat to the public health, welfare, or safety; and/or

(6) The opportunity to secure significant financial gain, or avoid significant financial loss, through immediate or timely action.

(7) Regarding Construction Services, the definition of **"Emergency"** shall be limited to circumstances that meet the criteria set forth in Section 255.20(1)(c)1., Florida Statutes, more specifically, if the construction project to be procured is undertaken to replace, reconstruct, or repair an existing public building, structure, or other public construction works damaged or destroyed by a sudden unexpected turn of events such as an act of God, riot, fire, flood, accident, or other urgent circumstances, and such damage or destruction creates:

(a) An immediate danger to the public health or safety;

(b) Other loss to public or private property which requires emergency government action; or

(c) An interruption of an essential governmental service.

(B) **"Emergency Purchase"** shall mean a procurement with limited or no competitive process when such purchase is necessary to remedy or lessen the harmful effects of an Emergency.

(C) Waivers of competition may be issued for Emergency Purchases with limited or no competitive process, and without the requisite Board approval, when such purchase is necessary to remedy or lessen the harmful effects of an Emergency.

(1) Under such Emergency circumstances:

(a) The Procurement Director, or their designee, shall be authorized to approve and execute contracts for Emergency Purchases under the Informal Procurement Threshold; and

(b) The Executive Director, or their designee, shall be authorized to approve and execute contracts for Emergency Purchases at any amount.

(2) All Emergency Purchases at or above the Formal Procurement Threshold shall be submitted to the Board for confirmation and approval at the next scheduled Board meeting practicable.

10.12.3 **Sole Source Procurement Waivers**

(A) **"Sole Source Procurements"** shall mean a Procurement where the only good or service that will produce the desired results, or that is the most appropriate for the given situation, is available from only one source of supply.

(B) Sole Source Procurements of services must be available only from Vendors who are uniquely qualified to perform such services. Such lack of an alternative source must be determined only after a reasonably thorough analysis of the marketplace.

(C) Compatibility with existing software or equipment shall be an acceptable justification for a waiver of competition requirements provided the item meets the other criteria within the definition of a Sole Source Procurement (i.e., available from only one source and only item that will produce desired results).

(D) Maintenance agreements, including agreements regarding the maintenance of computers and related equipment, software, copiers, faxes, and other related office equipment, servers, network switches, and firewalls, are permitted Sole Source Procurements when there is a reasonable basis to conclude that such agreements are in CFX's best interest or when maintenance from other contractors will void an equipment warranty.

10.12.4 **Lack of Adequate Competition.** The Procurement Director may waive the competition requirements of this policy in circumstances where there is an established lack of adequate competition available in the marketplace, as determined after at least one unsuccessful solicitation.

Adopted: 2024-440. Revised: 2025-___.

Section 10.13 Exemptions from Competition

10.13.1 Due to the specific nature of each of the procurement types and classifications provided for in this Section, they are hereby exempt from this Procurement Policy's competition requirements. No documented waiver of this policy's competition requirements shall be required for any procurement deemed exempt hereunder.

10.13.2 Unless otherwise expressly provided, exemption from this Procurement Policy's competition requirements shall not be considered exemption from any other requirement of this policy, including without limitation the Procurement Thresholds provided in **Section 10.8**: **Procurement Thresholds** above or the Approval/Execution Thresholds provided in **Section 10.9: Approval/Execution Thresholds** above.

10.13.3 **Exempted Procurement Types and Classifications**

(A) Small Purchases, as discussed in **Section 10.10.2: Small Purchases** above;

(B) The purchase of regulated services, such as telephone, electricity, natural gas, water, or similar services where rates or prices are fixed by legislation or by federal, state, county, or municipal regulations. The purchase of internet services is additionally exempt under this provision;

(C) P-Card and petty cash purchases made in accordance with established CFX procedures;

(D) Dues and memberships in trade or professional organizations;

(E) Subscriptions for periodicals or professional research platforms or databases;

(F) The direct purchase of advertisement and advertising services; however, not to include the procurement of the services of an advertising agency which must be competed;

(G) Postage costs;

(H) Legal services, advocacy services, paralegal services, appraisal services, mediators, hearing officers, expert witnesses, and court reporters;

(I) Abstracts of titles for real property and title insurance for real property;

(J) Copyrighted materials and/or patented materials;

(K) Artistic services, including the rendering by a contractor of its time and effort to create or perform an artistic work in the fields of music, dance, drama, folk art, creative writing, painting, sculpture, photography, graphic arts, craft arts, industrial design, costume design, fashion design, motion pictures, television, radio, or tape and sound recording;

(L) Job-related travel; seminars; tuition; registration fees; and training;

(M) Blanket purchase orders issued on an annual basis wherein the exact quantity of items or identification of specific items cannot be determined in advance;

(N) Direct contracts for goods and/or services between CFX and any other state, county, special district, municipal government, state college or university, and/or any other governmental agency or political subdivision;

(O) Food related to an authorized function; and

(P) Employment agreements.

Adopted: 2024-440. Revised: 2025-___.

Section 10.14 Emergency Suspension of Procurement Policy

10.14.1 The Executive Director is authorized to, during a State of Emergency applicable to any part of the CFX Area of Service as declared by the federal government, state government, and/or any local government, temporarily suspend the applicability of this Procurement Policy until the earliest of the following dates:

(A) The date on which the applicable State of Emergency expires, unless renewed by the declaring government; or

(B) The date of the next Board meeting when such temporary suspension may be approved or rescinded by the Board.

10.14.2 In the event of such suspension, waivers of competition shall not be necessary for purchases; however, the Procurement Department shall make a reasonable attempt to maintain control of costs through negotiation and competition whenever practicable.

10.14.3 Any procurement made during the time this Procurement Policy was suspended must:

(A) Comply with applicable law; and

(B) Be documented and presented to the Board as an information item at the next Board meeting practicable.

Adopted: 2024-440.

Division III: Procurement Programs

Section 10.15 Purchasing Card Program

10.15.1 A Purchasing Card Program (**"P-Card Program"**) is hereby established to provide authorized CFX employees with the ability to make minor purchases on behalf of CFX using a CFX charge card, so long as such purchases do not exceed the limit set by the Procurement Procedures Manual as approved by the Executive Director.

10.15.2 All goods and/or services purchased under this P-Card Program shall be in accordance with the requirements of the Procurement Procedures Manual.

10.15.3 The Procurement Department shall be responsible for managing the P-Card Program and ensuring compliance with the Procurement Procedures Manual.

Adopted: 2024-440.

Section 10.16 Owner Direct Purchase Program

10.16.1 When a government entity buys materials for use in a public works construction project, such purchases may be exempt from sales tax should such entity follow certain procedures. Direct

purchase of materials by a government entity for use in a public works construction project is commonly referred to as an **"Owner-Direct Purchase Program"** (**"ODP Program"**).

10.16.2 There is hereby established an ODP for CFX. It shall be the policy of CFX to, whenever reasonable, practical, and appropriate, include language in the project specifications for its public works construction projects that gives CFX the option to make direct purchases of certain materials from a contractor's vendors at prices quoted to the contractor. This option will allow CFX to take advantage of its exempt status from payment of Florida State Sales Tax, resulting in a cost reduction to CFX.

10.16.3 All purchases made under the ODP program must comply with applicable Florida law.

10.16.4 CFX's Director of Construction and the Procurement Director shall be responsible for determining the practicality and appropriateness of the direct purchase option on a per project basis, based on procedures detailed in the Procurement Procedures Manual.

10.16.5 If the ODP option is not exercised for a project having a construction cost meeting or exceeding $15,000,000.00, a memo signed by the Chief of Infrastructure and the Procurement Director, or the designees of such individuals, shall be placed in the project file giving the specific reasons why the ODP option was not exercised.

10.16.6 Board approval of an ODP is not required since the Board would have previously approved the award of the construction or other contract from which the funds to pay for the ODP will be taken. The Procurement Director is authorized to approve an ODP regardless of the amount.

Adopted: 2024-440. Revised: 2024-444.

Section 10.17 Emerging and Developing Technology Pilot Program

10.17.1 It is the Board's policy that CFX continues to be on the cutting edge of emerging and developing technologies that may assist CFX in meeting its growing maintenance and operational needs. As such, an Emerging and Developing Technology Pilot Program (**"EDT Pilot Program"**) is hereby established so that CFX may engage in pilots of emerging and/or developing technology and/or software solutions without requiring competition.

10.17.2 Under this EDT Pilot Program, emerging and/or developing technology or software solutions shall be exempt from the competition requirements of this Procurement Policy so long as:

(A) The purpose of the subject pilot is to test and/or refine a technology or software solution that is still in development or is not generally available on the commercial market for purchase; and

(B) The Chief of Technology/Operations deems CFX's participation in such a pilot program to be of interest to CFX.

10.17.3 In all pilot program Contracts, CFX shall incorporate provisions:

(A) Clarifying that CFX's participation in any such pilot shall not be considered an endorsement of the technology and/or software solution by CFX and prohibiting the use of CFX's name or status as a participant in the pilot in any of the Contractor's sales, promotion, and/or marketing efforts;

(B) Prohibiting public-facing branding by Contractor or other private entity of the technology and/or software being piloted; and

(C) Granting CFX the option to procure or license the use of the applicable emerging and/or developing technology should, after completion of the relevant pilot period, the Chief of Technology/Operations determines:

(1) That the pilot program was successful; and

(2) In consult with the Executive Director, that exercising such option would be in the best interest of CFX.

Adopted: 2024-440.

Section 10.18 Rapid Response Program

10.18.1 It is the Board's policy that expedited procurement for minor public construction, repair, and maintenance projects is often needed to protect the public's health, safety, and welfare, or to otherwise further the mission and interests of CFX. As such, the Board hereby establishes a Rapid Response Program (the **"RR Program"**). The goal of the RR Program is that such expedited procurements will progress from identification of the project to commencement of construction is less than 60 days.

10.18.2 **"Rapid Response Contract(s)**" shall be task-order based contracts utilized for minor public construction and maintenance projects that require expedited procurement and construction to protect the public's health, safety, and welfare, or to otherwise further the mission and interests of CFX.

10.18.3 Rapid Response Contracts shall be procured by public invitation to bid for specific types of work based upon unit prices. Pools of rapid response contractors shall be populated with contractors that meet the specified qualifications and are able to provide expedited work. A minimum number of at least three contractors shall be preferred for each type of work, with each such contractor being awarded separate Rapid Response Contract.

10.18.4 Task orders issued under Rapid Response Contracts shall be limited to construction of minor improvements and/or performance of repair or maintenance to a public building, structure, or other public construction works that do not exceed the threshold amounts set for construction and electrical work provided in Section 255.20(1), Florida Statutes, as adjusted in accordance with Section 255.20(2), Florida Statutes.

10.18.5 Rapid Response Contracts shall require that task orders issued thereunder shall be competed among the task-applicable pool of rapid response contractors.

10.18.6 Compensation owed to rapid response contractors under each Rapid Response Contract shall not exceed an aggregate contract award value, inclusive of all tasks issued thereunder, of $2,000,000.00 per rapid response contractor per year.

10.18.7 The Procurement Director is hereby authorized to approve and execute all task orders issued under any Rapid Response Contract, so long as the aggregate annual amount of all such task orders so-approved and executed does not exceed the limit set forth in **Subsection 10.18.6** above.

Adopted: 2024-440.

Section 10.19 Environmental Procurement Program

10.19.1 It shall be the policy of the Board to support the purchase of recycled and environmentally preferred products, when practical, in an effort to minimize environmental impacts of the goods and services procured by CFX. In the context of this Section, "practical" is defined as goods and services that are sufficient in performance and reasonably available at a reasonably competitive cost.

10.19.2 To implement this provision, the Procurement Department shall develop a procedure that:

(A) Encourages the use of recycled/recyclable materials through procurement practices with vendors, contractors, businesses, and other governmental agencies.

(B) Adopts the use of recycled supplies/materials as a priority.

(C) Generates less waste material by reviewing how supplies, materials and equipment are manufactured, purchased, packaged, delivered, used, and disposed of.

(D) Gives preference, where items are of a similar cost, to those that are manufactured with a high recycled content or are environmentally preferable.

(E) Provides for training and raising the awareness of CFX employees to ensure they consider environmental issues in procurement decisions.

10.19.3 Nothing in this provision or in the Procurement Procedures Manual shall be construed as requiring the purchase of products that do not perform adequately and/or are not reasonably available at a reasonable cost.

Adopted: 2024-440.

Section 10.20 Small Business Enterprise Program

10.20.1 A **Small Business Enterprise Program** is hereby established as a procurement method to expedite the bidding and award process for small contracts between $50,000.00 and $200,000.00. The Procurement Procedures Manual includes the process and guidelines for administering the Program.

10.20.2 The Executive Director can authorize advertisement and award of small contracts valued between $50,000.00 and $200,000.00 each under the Small Business Enterprise Program to expedite the bidding and award process. Each award by the Executive Director that exceeds the Informal Procurement Threshold shall be submitted to the Board for ratification and approval at the next regularly scheduled Board meeting.

Adopted: 2024-440. Revised: 2024-444; 2025-___.

Division IV: Contracting

Section 10.21 Contract Standardization

10.21.1 Standard CFX boilerplates for contracts, amendments, supplemental agreements, renewals, and similar documents shall be developed and used whenever possible. The Procurement Director shall work with General Counsel to develop such standardized boilerplates.

10.21.2 General Counsel may decide, using their sole professional discretion, to update and revise such standardized boilerplates from time to time. The Procurement Director shall additionally be responsible for making suggested revisions to the standardized boilerplates for approval by General Counsel should the Procurement Director believe such revision would best serve CFX and its procurement objectives.

Adopted: 2024-440.

Section 10.22 General Counsel's Review and Approval Obligation

10.22.1 Small Purchase Procurement Review

(A) Review by General Counsel, or their designee, shall not generally be required for any Small Purchase Procurement contracts or purchase orders.

(B) The foregoing notwithstanding, should the Procurement Director or Risk Management Director, using their sole professional discretion, believe that legal review of a particular Small Purchase contract or purchase order is merited due to the nature of such procurement, General Counsel, or their designee, shall provide such review upon request.

10.22.2 Informal and Formal Procurement Review

(A) Once a particular boilerplate has been standardized with the review of General Counsel or their designee, Informal and Formal Procurements may be made using such standardized boilerplates without further legal review so long as:

(1) No change or amendment has been made to the standardized boilerplate's language as most recently approved by General Counsel or their designee; and

(2) The applicable vendor has not added any additional terms and/or conditions.

(B) General Counsel, or their designee, is required to review Informal and Formal Procurements where the applicable standardized boilerplate's language has been altered in any manner from the language most recently approved thereby.

(C) It is recognized that, due to their specialized nature, agreements with other governmental agencies, certain vendors, and financial institutions may preclude the use of standard CFX boilerplate documents. In such instances, review of such non-standard documents by the General Counsel, or their designee, for Informal and Formal Procurements must be completed prior to the following applicable date:

(1) For Informal Procurements, prior to execution of the contract as authorized in **Section 10.9: Approval/Execution Thresholds** above.

(2) For Formal Procurements, prior to approval by the Board.

Adopted: 2024-440. Revised: 2025-___.

Section 10.23 Contract Terms and Conditions

10.23.1 Contract Terms

(A) The Procurement Director is hereby granted the authority to, within the limitations set forth in this Subsection, determine the initial and renewal terms of a procurement contract based on the nature of the procurement.

(B) Unless otherwise provided in this Procurement Policy, no procurement contract may have an initial term that exceeds five years, nor shall any one renewal period exceed the length of the initial term. A procurement contract may contain multiple renewal periods; however, the sum of the initial term and all renewal periods may not cumulatively exceed ten years in length.

(C) Both "continuing contracts", as defined in Section 287.055(2)(g), Florida Statutes, and continuing contracts for Specialized Services shall have initial and renewal terms set in compliance with Paragraph (B) above; however, the terms of such continuing contracts may be drafted in a manner that permits their provisions to remain in full force and effect as to any work authorizations or task orders outstanding at the time of contract expiration until either: (1) the Consultant's satisfactory completion of such work authorizations or task orders; or (2) termination of such work authorizations or task orders by CFX.

(D) Project-specific Professional Services contracts and contracts for Construction Services 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.

(E) Rapid Response Contracts shall have a term no longer than three years with no renewals; however, the terms of such contracts may be drafted in a manner that permits their provisions to remain in full force and effect as to any work authorizations or task orders outstanding at the time of contract expiration until either: (1) the Contractor's satisfactory completion of such work authorizations or task orders; or (2) termination of such work authorizations or task orders by CFX.

10.23.2 Major Sub-Vendor Requirements

(A) All contracts for Professional Services and Specialized Services shall contain a "Major Sub-Vendor" provision in substantially the following form, with the terms "Contractor" and "Consultant" used as appropriate:

*"If, during the term of this Contract and any renewals hereof, the Contractor/Consultant desires or intends to provide payment to a subcontractor, subconsultant, and/or service provider (collectively **"Sub-Vendor"**) that was not disclosed by the Contractor/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 Contractor/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 Contractor/Consultant under this Contract until such Sub-

Vendor has been approved by the CFX Board. In the event of a so-designated emergency, the Contractor/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 Contractor/Consultant for any payments made or obligated to any such Sub-Vendor in excess of $75,000.00 should Contractor/Consultant have failed to add such Vendor to this Contract's Major Vendors list in compliance with this provision."

(B) The monetary amounts in the above provision shall be adjusted every two years using the same methodology provided in **Subsection 10.8.3** above.

Adopted: 2024-440. Revised: 2025-___.

Section 10.24 Amendments, Renewals, and Extensions

10.24.1 Amendments

(A) The Procurement Director is hereby authorized to approve and execute contract amendments and supplemental agreements related to contracts for Informal Procurement so long as such amendments and supplemental agreements would not result in the aggregate contract award value exceeding the Informal Procurement Threshold.

(B) If an amendment or supplemental agreement to an Informal Procurement contract would increase the aggregate contract award value to an amount exceeding the Informal Procurement Threshold, then such amendment or supplemental agreement requires approval from the Board.

(C) The Procurement Director is hereby authorized to approve and execute contract amendments and/or supplemental agreements that increase the aggregate contract value for Formal Procurement contracts approved by the Board up to a cumulative amount of 25% of the amount initially approved by the Board or $250,000.00, whichever amount is lower. Thereafter, Board approval shall be required for any subsequent increases. This approval and execution authority shall be in addition to any allowances the Board may have already approved as part of the contract.

(D) Amendments or supplemental agreements that only alter a procurement contract's scope, value, and/or time but do not otherwise change any other provisions of the underlying procurement contract are not required to be reviewed by General Counsel or their designee.

10.24.2 Extensions/Renewals

(A) The Procurement Director is hereby authorized to approve and execute extensions and renewals of the term of any procurement contract, so long as doing so: (1) is at no additional increase in the aggregate contract award value; or (2) complies with the provisions of **Subsection 10.24.1: Amendments** above.

(B) Should there be no remaining renewal periods on a procurement contract's term, an extension may be for additional time only, and only for the reasonable time needed to procure a new contract in compliance with the provisions of this Procurement Policy, unless otherwise approved by the Board.

(C) The decision to renew or extend a procurement contract or to request that the Board renew or extend a procurement contract shall be made by the appropriate management-level personnel of the purchasing user department in consult with the Procurement Director.

(D) Renewals or extensions that only alter a procurement contract's project scope, value, and/or time but do not otherwise change the underlying terms and conditions of the contract are not required to be reviewed by General Counsel or their designee.

Adopted: 2024-440. Revised: 2025-___.

Section 10.25 Termination of Contract

10.25.1 The Executive Director or any applicable Division Chief is authorized to terminate any procurement contract entered into by CFX with any contractor so long as such termination is in compliance with the terms and conditions of such contract and applicable law.

10.25.2 The necessary actions for effectuating such termination shall be coordinated with the General Counsel and the Procurement Director.

Adopted: 2024-440.

END OF ARTICLE 1

Division I: General Provisions

Section 10.26 Title

The provisions of this Article shall be known and cited as the **"Protest Resolution Policy"**.

Adopted: 2024-444.

Section 10.27 Authority

10.27.1 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, and is further authorized to make contracts and to execute all instruments necessary and convenient for conducting its business.

10.27.2 As an expressway authority pursuant to Chapter 348, Florida Statutes, CFX is expressly excluded from the definition of "agency" under Section 120.52, Florida Statutes, and therefore is not subject to the uniform rules of procedure for the resolution of protests arising from the contract solicitation or award process provided in Chapter 120, Florida Statutes.

Adopted: 2024-444.

Section 10.26 Statement of Policy

10.26.1 The Governing Board (**"Board"**) of CFX hereby establishes this Protest Resolution Policy for the purpose of providing an administrative process through which each Respondent shall be able to, for review and consideration by CFX, raise good faith allegations of any omissions, errors, or mistakes were made during CFX's evaluation of its own or another Respondent's Solicitation Response that detrimentally impacted the Respondent.

10.26.2 Failure of a Contractor to timely file a Solicitation Response for a particular Procurement Solicitation shall be considered a waiver by such Contractor of any right it has or might have to protest any decision or other action taken by CFX regarding such Procurement Solicitation (e.g., CFX's decision to issue an award of the underlying project, to reject a Solicitation Response, and/or to cancel the Procurement Solicitation, etc.).

10.26.3 There shall be no right to protest the specifications, terms, or contents of a Procurement Solicitation granted under this Protest Resolution Policy. Instead, Contractors and/or Respondents having concerns or questions regarding the specifications, terms, or contents of the Solicitation Documents of any particular Procurement Solicitation, in lieu of protesting, are required to use such Procurement Solicitation's provided question-and-answer period to raise any such issues or concerns which may then be addressed by CFX by issuance by Addendum.

10.26.4 There shall be no right to protest any procurement related action or decision made by CFX other than the rights expressly granted by the Board in this Protest Resolution Policy, which shall apply only to Formal Procurements (as defined in **Subsection 10.10.4: Formal Procurements** of

Article 1: Procurement Policy of this Chapter). A protest shall only be valid if submitted in accordance with this Article.

10.26.5 Nothing in this Article may be construed as limiting CFX's ability to enter into a mutually agreed upon settlement with a Protesting Respondent at any time.

10.26.6 Communications to any CFX Board Member, Chief Officer, employee, and/or any Selection Committee member during an ongoing protest shall at all times be limited to those specifically permitted in **Article 3: Lobbying Blackout Period** of this Chapter.

Adopted: 2024-444.

Section 10.27 Definitions

10.27.1 Unless otherwise expressly provided in this Article, the definitions found throughout Articles 1 and 3 of this Chapter are hereby incorporated into this Article.

10.27.2 Additionally, wherever used in this Article, the following terms shall have the following meanings indicated, unless context provides otherwise, and such meanings will apply to both the singular and plural thereof:

(A) **"Addendum"** shall mean a change, clarification, or correction in the Solicitation Documents issued by CFX prior to the closing of the applicable Procurement Solicitation's submittal period.

(B) **"Day"** shall mean one calendar day, unless otherwise specifically referred to as a **"business day"**.

(1) A **"business day"** shall mean any day that is an official working day of CFX and excludes Saturdays, Sundays, and CFX-designated holidays.

(2) When pluralized, **"days"** and **"business days"** shall mean consecutive calendar or consecutive business days.

(3) When any period of time is referred to in this Article by either **"days"** or **"business days"**, it shall be computed to exclude the first day or business day and include the last day or business day of such period.

(4) If a period of time is determined by calendar days and the last day of such period falls on a Saturday, Sunday, or CFX-designated holiday, such day shall be omitted from the computation.

(C) **"Contractor"** shall have the same meaning as provided in **Subsection 10.4.1(C)** of **Article 1: Procurement Policy** of this Chapter.

(D) **"Procurement Solicitation"** shall mean the method of procurement used by CFX for to invite Contractors to submit a Solicitation Response for Formal Procurements, including without limitation:

(1) **"Invitations to Bid"** (**"ITB"**) shall mean the method of procurement by which CFX solicits sealed competitive bids from Contractors;

(2) **"Requests for Proposals"** (**"RFP"**) shall mean the method of procurement by which CFX solicits sealed competitive proposals from Contractors; and

(3) **"Requests for Qualifications"** (**"RFQ"**) shall mean the method of procurement by which CFX solicits Contractor qualifications, which may or may not result in an ITB or RFP being issued.

(E) **"Protesting Respondent"** shall mean a Respondent who files a protest in compliance with this Article.

(F) **"Respondent"** shall mean a Contractor who timely submitted a Solicitation Response to a Procurement Solicitation issued by CFX.

(G) **"Solicitation Documents"** shall mean the documents issued by CFX to solicit Solicitation Responses and any related documents (e.g., ITB package, RFP package, RFQ package, etc.), including without limitation any documents therein incorporated or attached thereto.

(H) **"Solicitation Response"** shall mean a bid, proposal, letter of intent, request for qualifications, or other applicable response submitted by a Contractor or Respondent in response to a Procurement Solicitation issued by CFX.

Adopted: 2024-444.

Division II: Filing a Protest

Section 10.28 Generally

10.28.1 After CFX completes its evaluation of each Solicitation Response timely received, the Procurement Director shall, in compliance with the Procurement Policy, the Procurement Procedures Manual, and applicable Solicitation Documents, complete one of the following actions:

(A) In the event the Procurement Solicitation is an Invitation to Bid, issue a Notice of Award to the lowest responsible and responsive Respondent (or, in the event of multiple awards Respondents);

(B) In the event the Procurement Solicitation is not an Invitation to Bid, issue a Notice of Recommendation of Award to the Respondent (or, in the event of multiple awards Respondents); or

(C) Cancel the Procurement Solicitation.

10.28.2 The Procurement Director shall ensure the applicable Notice of Award or Notice of Recommendation of Award for each Procurement Solicitation allows for a period of no fewer than 13 calendar days to conclude prior to any requisite request for Board approval is made or granted.

10.28.3 Upon receipt of a written protest that has been filed in compliance with this Article, the Procurement Director, in consult with the Executive Director, may either halt the award process or, if in the best interest of CFX, continue the award process. Any contract executed pursuant to a decision to continue the award process shall be contingent upon the outcome of the protest and contain a "protest contingency provision" whereby the parties acknowledge the ongoing protest and expressly agree that: the contract is contingent upon the outcome of the protest; CFX may modify or immediately terminate the contract depending on the outcome of the protest; and

the sole remedy against CFX for any such modification or termination shall be limited to payment for goods and/or services provided or performed as of the date of termination.

Adopted: 2024-444. Revised: 2025-___.

Section 10.29 Standing and Exclusions

10.29.1 **Standing.** Standing to protest an award or recommendation of award is limited solely to Respondents who:

(A) Submitted a timely Solicitation Response to the Procurement Solicitation under which such award or recommendation of award was noticed by CFX; and

(B) Have good faith allegations that:

(1) An omission, error, or mistake was made during CFX's evaluation of its own or another Respondent's Solicitation Response; and

(2) Such omission, error, or mistake detrimentally impacted the Respondent.

10.29.2 **Exclusions.** The following situations shall not be the basis for a protest:

(A) Any decision by CFX to refuse to consider a Solicitation Response received beyond the date/time established in the applicable Solicitation Documents; and

(B) Any decision by CFX to cancel a Procurement Solicitation.

10.29.3 **Timely Filing; Waiver of Protest Right.** The timely filing of a Notice of Protest, Written Protest, and/or any requisite protest bonds shall be jurisdictional requirements. Failure by a Respondent to timely file a Notice of Protest, Written Protest, and/or any requisite protest bonds shall constitute an irrevocable waiver of any right such Respondent has or may have to protest and/or challenge an applicable award or recommendation of award.

Adopted: 2024-444.

Section 10.30 Protest Requirements

10.30.1 **Notice of Protest**

(A) Any Respondent seeking to protest an award or recommendation of award must file a valid written notice to CFX of its intention to file such a protest (**"Notice of Protest"**) no later than 3 calendar days from the date of CFX's posting of the applicable Notice of Award or Notice of Recommendation of Award (**"Protest Notice Period"**).

(B) To be valid, each Notice of Protest must:

(1) Be written and submitted to CFX by:

(a) Certified mail return receipt requested;

(b) National courier service with overnight delivery guaranteed; or

(c) Electronic mail to the email address provided in the applicable Solicitation Document or, should the Solicitation Document not provide such email, to the email address provided by the Procurement Department upon request.

(2) Be timely filed and actually received by the Procurement Director with copy to CFX General Counsel prior by 11:59pm eastern time on the 3rd calendar day of the Protest Notice Period – postmark dates will not be contemplated;

(3) Identify the Protesting Respondent;

(4) Specify the applicable Procurement Solicitation number;

(5) Provide a detailed summary of the basis of the protest; and

(6) Include an accompanying protest bond in compliance with the requirements of **Subsection 10.30.3: Protest Bond Requirements** below.

(C) Additionally, the Protesting Respondent must:

(1) Mail a copy of its Notice of Protest to all other Respondents; and

(2) Include evidence of such mailing in its Notice of Protest filing to CFX.

10.30.2 **Written Protest**

(A) A Protesting Respondent having timely filed a valid Notice of Protest is a precondition to their filing of a valid Written Protest.

(B) The Protesting Respondent shall file a valid formal written statement of protest (**"Written Protest"**) no later than 10 calendar days after its filing of the required Notice of Protest (**"Protest Filing Period"**).

(C) To be valid, the Written Protest must:

(1) Be written and submitted to CFX by:

(a) Certified mail return receipt requested;

(b) National courier service with overnight delivery guaranteed; or

(c) Electronic mail to the to the email address provided in the applicable Solicitation Document or, should the Solicitation Document not provide such email, to the email address provided by the Procurement Department upon request.

(2) Be timely filed and actually received by the Procurement Director with copy to CFX General Counsel prior by 11:59pm eastern time on the 10th calendar day of the Protest Filing Period – postmark dates will not be contemplated;

(3) Identify the Protesting Respondent;

(4) Specify the applicable Procurement Solicitation number;

(5) State with specificity and particularity both the facts and law upon which the protest is based, specifying the exact nature of any claimed error, omission, mistake, or incorrect evaluation or scoring of a Solicitation Response;

(6) Include any and all information, documentation, and/or evidence the Protesting Respondent believes supports their protest; and

(7) Specifically identify the relief to which the Protesting Respondent deems itself entitled.

(D) Additionally, the Protesting Respondent must:

(1) Mail a copy of its Written Protest to all other Respondents; and

(2) Include evidence of such mailing in its Written Protest filing to CFX.

10.30.3 **Protest Bond Requirements**

(A) A protest bond must be simultaneously filed with each Notice of Protest filed with CFX.

(B) The amount of the required bond shall be as set forth in shall be calculated as follows:

(1) If the Notice of Protest is in relation to an Invitation to Bid, 1% of the lowest bid submitted or $5,000.00, whichever is greater; or

(2) If the Notice of Protest is in relation to a solicitation other than an Invitation to Bid, 1% of CFX's estimated value of the award or $5,000.00, whichever is greater.

(C) A separate protest bond must be posted by each Protesting Respondent.

(D) Each protest bond must:

(1) State on its front page:

(a) The name, principal business address, and phone number of the protesting Respondent, the surety, and CFX; and

(b) The bond number assigned by the surety.

(2) Be made payable to the "Central Florida Expressway Authority";

(3) Be signed and sealed by the Protesting Respondent and a surety insurer authorized to do business in the State of Florida as surety;

(4) Be countersigned by the Florida resident agent of the surety;

(5) Have a surety power of attorney attached that is executed under the surety's corporate seal; and

(6) Be conditioned upon all of the following:

(a) Each protest bond shall be conditioned upon the payment of all costs which may be adjudged against the Protesting Respondent in the administrative hearing in which the action is brought and any subsequent appellate court proceeding.

(b) If, after completion of the administrative hearing process and any appellate court proceedings, CFX prevails, it shall recover all costs and charges which shall be included in the final order or judgment, excluding attorney's fees. Upon payment of such costs and charges by the Protesting Respondent, the bond shall be returned to them.

(c) If the Protesting Respondent prevails, it shall be entitled to recover from CFX only those damages and/or costs provided in **Subsection 10.33.4** below.

(d) The entire amount of the bonds shall be forfeited if it is determined by the Administrative Hearing Officer or a court of competent jurisdiction that the protest or any subsequent appeal was:

1. Clearly insufficient on its face; and/or

2. Filed for a frivolous or improper purpose, including but not limited to the purpose of harassing, causing unnecessary delay, or causing needless cost for CFX or other parties.

(7) Bind the Protesting Respondent and surety, their heirs, legal representative, successors, and assigns, jointly and severally, and be conditioned upon the satisfaction of any cost and charges included in a final decision or judgement, including appellate court proceedings, in the event CFX prevails.

(E) All protest bonds must be identical in form to the Bid Protest Bond form approved by CFX, which shall be posted on CFX's website and may otherwise be obtained from the Procurement Director upon request.

(F) CFX shall be the prevailing party if the Protesting Respondent withdraws the protest at any time before entry of the final decision or judgement. The foregoing notwithstanding, the Executive Director, in consult with General Counsel, is hereby authorized to waive CFX's claim to any such protest bond upon withdraw of the Protesting Respondent, should the Executive Director deem so doing to be in CFX's best interests.

Adopted: 2024-444.

Division III: Protest Review Process

Section 10.31 Resolution by Procurement Director

10.31.1 Upon receipt of a valid Written Protest, the Procurement Director will review such Written Protest and either:

(A) Draft and issue a final written decision to Respondent based on the contents of the Written Protest and thereafter send such final written decision to all Respondents; or

(B) Schedule a public meeting, in compliance with Section 286.011, Florida Statutes, with the Protesting Respondent to attempt to resolve the protest (**"Protest Resolution Meeting"**).

(1) A notice establishing the date, time, and location for the Protest Resolution Meeting shall be posted to all Respondents. Any Respondents that may be detrimentally impacted should the Protesting Respondent be successful shall be provided the opportunity to participate in such public meeting.

(2) After the Protest Resolution Meeting, the Procurement Director shall draft and issue a final written decision to the Respondent and thereafter post such final decision to all Respondents.

10.31.2 Nothing in this Section may be construed as preventing CFX from exercising its right to cancel the Procurement Solicitation at any time for any reason.

Adopted: 2024-444. Revised: 2025-___.

Section 10.32 Resolution by Administrative Hearing

10.32.1 **Administrative Appeal**

(A) The Protesting Respondent shall have 3 business days from the date of its receipt of the Procurement Director's written decision to appeal the Procurement Director's decision for review by an Administrative Hearing Officer (**"Administrative Appeal Period"**). The standard of review of any such Administrative Appeal shall be limited to abuse of discretion by CFX.

(B) For such an Administrative Appeal to be valid, it must:

(1) Be written and submitted to CFX by:

(a) Certified mail return receipt requested;

(b) National courier service with overnight delivery guaranteed; or

(c) Electronic mail to the to the email address provided in the applicable Solicitation Document or, should the Solicitation Document not provide such email, to the email address provided by the Procurement Department upon request.

(2) Be timely filed and actually received by the Procurement Director with copy to CFX General Counsel prior by 11:59pm eastern time on the 3rd business day of the Administrative Appeal Period – postmark dates will not be contemplated;

(3) Identify the Protesting Respondent;

(4) Specify the applicable Procurement Solicitation number;

(5) State with specificity and particularity both the facts and law upon which the appeal is based, specifying the exact manner as to how CFX abused its discretion in rendering its final written decision;

(6) Include any and all information, documentation, and/or evidence the Protesting Respondent believes supports its appeal; and

(7) Specifically identify the relief to which the Protesting Respondent deems itself entitled.

(C) Additionally, the Protesting Respondent must:

(1) Mail a copy of its Administrative Appeal to all other Respondents; and

(2) Include evidence of such mailing in its Administrative Appeal filing to CFX.

(D) The timely filing of a valid Appeal for Administrative Hearing is a jurisdictional requirement and failure to timely file such appeal constitutes a waiver of any right a Respondent has or may have to protest and/or challenge an applicable award or recommendation of award.

10.32.2 **Administrative Hearing Officer**

(A) Should the Protesting Respondent file a timely and valid Administrative Appeal, such appeal, and any written response provided by CFX, shall be considered by an Administrative Hearing Officer selected and compensated by CFX. Such Administrative Hearing Officer must meet the following qualification requirements:

(1) They must be an independent third-party with applicable experience (e.g., as an attorney, mediator, hearing officer, arbitrator, special magistrate, judge, etc.); and

(2) They must submit a **CFX-110: Potential Conflict Disclosure Form** to CFX prior to hearing any appeal.

10.32.3 **Conduct of Administrative Hearing**

(A) The Administrative Hearing Officer shall regulate the course of proceedings to assure orderliness and a fair opportunity for each side to present its case. The formal rules of evidence shall not apply and hearsay shall be admissible but shall not serve as the primary basis of the Hearing Officer's final order.

(B) The Administrative Hearing Officer shall base their final order on such evidence adduced in the course of the proceedings as would be relied upon by reasonable, prudent persons in the conduct of their affairs.

(C) The Administrative Hearing Officer shall conduct an impartial, public hearing no later than 10 business days after their appointment; however, in the event that the Administrative Hearing Officer believes that more time is necessary, they may reasonably extend such time in writing sent to all parties, with copies to the Procurement Director and CFX General Counsel. Upon receipt of any such extension, the Procurement Director shall post it to all Respondents.

(D) The parties to the hearing may be represented by counsel and both sides shall be granted the opportunity to present oral, physical, and/or documentary evidence relevant to all issues properly raised in the Administrative Appeal.

(E) Any Respondents that may be impacted should the Protesting Respondent be successful shall be provided the opportunity to participate in the public hearing, may be represented by counsel, and shall be presented the opportunity to present oral, physical, or documentary evidence relevant to all issues impacting such Respondent.

(F) Within 5 business days after the hearing is concluded, the Administrative Hearing Officer shall submit their final decision to all parties, with copies to the Procurement Director and CFX General Counsel.

Adopted: 2024-444.

Section 10.33 Resolution by Judicial Appeal

10.33.1 **Requisite Notice of Judicial Appeal**

(A) The Protesting Respondent and CFX shall each have 5 business days to submit written notice to the other of their intention to appeal the final written decision of the Administrative Hearing Officer (**"Judicial Appeal Notice Period"**).

(B) For a Notice of Judicial Appeal filed by a Protesting Respondent to be valid, it must be written and submitted to the other party by:

(1) Certified mail, return receipt requested; or

(2) National courier service with overnight delivery guaranteed.

(C) Should such notice not be timely received by the other party by 5:00pm eastern time on the last business day of the Judicial Appeal Notice Period, the decision of the Administrative Hearing Officer shall be binding and final and any right of either party to appeal the matter to the Circuit Court shall be considered irrevocably waived.

10.33.2 **Judicial Appeal**

(A) The standard of any Judicial Appeal shall be abuse of discretion by the Administrative Hearing Officer.

(B) Judicial review of any final decision made by the Administrative Hearing Officer shall be by certiorari in the Circuit Court of the Ninth Judicial Circuit, in and for Orange County, Florida, and filed with the appropriate Circuit Court no later than 30 calendar days after the date of the Administrative Hearing Officer's final written decision.

10.33.3 The pendency of judicial review proceedings shall not stay the procurement process, nor the award of a contract, unless a temporary injunction is issued by the Circuit Court, or unless CFX determines it is in the best interest of CFX to temporarily or permanently delay the procurement process or contract award.

10.33.4 If any court or other proceedings upholds the Protesting Respondent's appeal, the Protesting Respondent's damages, including court-awarded damages accruing to the Protesting Respondent or any other party, shall be limited solely to:

(A) The Protesting Respondent's reasonable Solicitation Response preparation costs;

(B) The amount of the protest bond premium paid by the Protesting Respondent, if any; and

(C) Reimbursement of any court filing fees and reasonable court costs (exclusive of attorneys' fees and expert witness fees) paid by the Protesting Respondent.

10.33.5 Under no circumstances shall CFX be held liable to a Protesting Respondent for any damages or costs (e.g., attorneys' fees, expert witness, etc.) other than those provided in **Subsection 10.33.4** above, regardless as to the theory of law and/or equity under which such claim for damages or costs may be made.

Adopted: 2024-444. Revised: 2025-___.

Section 10.34 Publication for Procurement Solicitations

10.34.1 A copy of this Article will be posted on the CFX website (https://www.cfxway.com) and referenced within all Solicitation Documents that are generated and distributed by the CFX.

Adopted: 2024-444.

END OF ARTICLE 2

EFFECTIVE DATES

Art.	Title	Adopted By	Last Revision	Version Date
1	Procurement Policy	Res. 2024-440	_____	_____
2	Protest Resolution Policy	Res. 2024-444	_____	_____
3	Lobbying Blackout Policy	Res. 2024-444	N/A	12/12/2024

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Adopted By: Res. 2024-440
Last Revision: _____
Version Date: _____

Division I: General Provisions

Section 10.1 Title

The provisions of this Article shall be known and cited as the **"Procurement Policy"**.

Adopted: 2024-440.

Section 10.2 Authority

10.2.1 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, and is further authorized to make contracts and to execute all instruments necessary and convenient for conducting its business.

10.2.2 As an expressway authority pursuant to Chapter 348, Florida Statutes, CFX does not meet the definition of "agency" under Section 287.012, Florida Statutes. Therefore, except for specific provisions of Chapter 287, Florida Statutes, which expressly apply to authorities, local governmental entities, or special districts, CFX is not generally subject to the provisions of such Chapter.

Adopted: 2024-440. Revised: 2025-___.

Section 10.3 Statement of Policy

10.3.1 The Governing Board (**"Board"**) of CFX hereby establishes a centralized procurement system for CFX by adoption of this Procurement Policy, the purpose of which is to:

(A) Establish the guiding principles and policies governing procurement by CFX;

(B) Promote public confidence in the integrity and transparency of the procedures followed by CFX when procuring goods and services required;

(C) Ensure fair and equitable treatment of all persons who participate in CFX's procurement process;

(D) Maximize economy in procurement activities and, to the fullest extent possible, the purchasing value of CFX funds; and

(E) Foster efficiency and reduce administrative burden in the day-to-day business functions of CFX.

10.3.2 This Procurement Policy applies to procurements by CFX solicited and/or entered into after this Procurement Policy's approval date by the Board. This Procurement Policy supersedes all previously adopted procurement policies.

10.3.3 Unless otherwise stated in this Procurement Policy, all purchases of goods and/or services shall be made through or by the Procurement Department.

10.3.4 Nothing in this Procurement Policy shall prevent CFX from complying with the terms and conditions of any grant, gift, bequest, or loan, or any cooperative agreement with any local, state, or federal agency provided such terms and conditions are compliant with applicable law. To the extent the requirements of this Procurement Policy or the Procurement Procedures Manual are inconsistent with any such alternative terms and conditions, such alternative terms and conditions shall take precedence so long as they are consistent with applicable law.

10.3.5 All changes to this Procurement Policy require approval of the Board. No process or procedure implementing this Procurement Policy may conflict with the provisions of this policy in any manner.

10.3.6 Nothing in this policy may be interpreted as restricting or placing any conditions or limitations on the Board's authority to approve, award, or enter into any procurement contract should the Board make a finding that such action would be in CFX's best interest.

Adopted: 2024-440. Revised: 2025-___.

Section 10.4 Definitions

10.4.1 Wherever used in this Article or in the Procurement Procedures Manual, the following terms shall have the following meanings indicated, unless context provides otherwise, and such meanings will apply to both the singular and plural thereof:

(A) **"CFX Area of Service"** shall mean the area served by CFX in accordance with Section 348.754, Florida Statutes; more specifically, the geographical boundaries of Orange, Seminole, Lake, Brevard, and Osceola counties.

(B) **"Contract"** shall mean the legal instrument, regardless as to what it is called, by which CFX procures goods and/or services.

(C) **"Contractor"** shall mean any person or entity who contracts, intends to contract, or is in the market to contract to sell or lease goods and/or services to CFX. The terms **"Contractor"**, **"Consultant"**, and **"Vendor"** may be used interchangeably throughout this Procurement Policy.

(D) **"Construction Services"** shall have the same meaning as that provided in Section 218.72, Florida Statutes. More specifically, **"Construction Services"** shall mean all labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or other improvements to real property.

(E) **"Cooperative Purchasing"** shall mean procurement conducted by or on behalf of CFX and/or more than one public procurement unit or agency. This is distinguished from **"Piggybacking"** as defined below.

(F) **"Good"** shall mean any tangible personal property, including without limitation any material, equipment, commodity, item, or product. The term **"good"** shall be read to specifically exclude any services – other than those directly related to the requisition, transport, delivery, and other of any such goods and any tangential labor associated therewith, real property, or any interest in real property. For the purposes of this Procurement Policy, software shall be considered a good, while software licenses or subscriptions shall be considered a service.

(G) **"Piggybacking"** shall mean the purchase of goods and/or services, other than Professional Services, from the purchasing agreements of special districts, municipalities, or counties, as authorized in Section 189.053, Florida Statutes. This is distinguished from "Cooperative Purchasing", as defined above.

(H) **"Procurement"** shall mean the buying, purchasing, renting, leasing, or other acquisition of goods and/or services for public purposes in accordance with all applicable law, rules, regulations, and procedures intended to provide for the economic expenditure of public funds, regardless of the source of funds used. It includes without limitation all functions which pertain to obtaining any goods and/or services. **"Procurement"** shall not include:

(1) Any real estate transaction, including the sale, lease, exchange, and/or acquisition of real property or any interest therein;

(2) Goods and/or services given or accepted by CFX via grant, gift, or bequest;

(3) Employment agreements or collective bargaining agreements; or

(4) Any agreements between CFX and any other entity that does not involve the purchase of goods and/or services by CFX.

(I) **"Professional Services"** shall have the same meaning as that found in Section 287.055, Florida Statutes. More specifically, **"Professional Services"** shall mean those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the State of Florida, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.

(J) **"Services"** shall mean the furnishing primarily of labor, time, and/or effort by Contractors, wherein the submission of goods or specific end products – other than reports, studies, plans, advisories, contractual documents, or other documents relating to the required performance – is incidental or secondary. This term shall include without limitation Construction Services, Professional Services, and Specialized Services.

(K) **"Specialized Services"** shall mean services the value of which are substantially measured by professional competence of the person or entity performing them and which are not susceptible to realistic evaluation/assessment by cost of services alone. **"Specialized Services"** shall include without limitation services customarily rendered by attorneys, certified public accountants, insurance and/or financial personnel, public relations firms, legislative advisors, and/or systems planning and management advisors. For purposes of this Procurement Policy, **"Specialized Services"** shall not include services that meet the definition of "Professional Services" above.

Adopted: 2024-440.

Section 10.5 Responsibility and Function

10.5.1 Procurement Director

(A) Subject to the provisions of this Procurement Policy, the Director of the Procurement Department (**"Procurement Director"**) shall serve as the principal officer for the procurement of all goods and/or services by CFX.

(B) The Procurement Director shall:

(1) Administer the central procurement, purchasing, and contracting system for CFX;

(2) In a manner consistent with this Procurement Policy, develop, maintain, review, and, when prudent or necessary, revise, CFX's Procurement Procedures Manual which shall be annually reviewed and approved by the Executive Director;

(3) Ensure that the requirements set forth in this Procurement Policy and the Procurement Procedures Manual are complied with for all procurements made by CFX;

(4) Take all reasonable and practicable action necessary to further the objectives of CFX with regard to the promotion and encouragement the participation of small, minority, and women-owned businesses in CFX's Procurements;

(5) In accordance with the directives of this Procurement Policy, determine the method of selection for each procurement; and

(6) Perform other duties as directed by the Board and the Executive Director or designee thereof.

10.5.2 **Procurement Procedures Manual.** The Procurement Procedures Manual shall be reviewed annually and revised as necessary to reflect the current business needs of CFX. The Executive Director is authorized to approve revisions to the Procurement Procedures Manual unless any such revisions would result in a conflict with the letter or intent of this Chapter.

10.5.3 **Procurement Department.** The specific responsibilities and functions of the Procurement Department include:

(A) Developing purchasing objectives for procurement in a manner that meets CFX's requirements;

(B) Working with other CFX departments to establish standardization of goods and/or services where practical within a competitive environment;

(C) Promoting and maintaining good will between CFX and its contractors, including encouraging full and open competition and assuming fair and equitable business dealings with all contractors;

(D) Ensuring that all procurements are made in compliance with the applicable statutes, rules, regulations, and policies;

(E) With the assistance of the purchasing user department, handling complaints and warranties regarding purchases and negotiating the return of merchandise;

(F) Training CFX personnel regarding this Procurement Policy and the Procedures Manual, as needed; and

(G) Managing the operational procedures for the P-Card Program as established in **Section 10.15: Purchasing Card Program** below.

Adopted: 2024-440. Revised: 2024-444.

Section 10.6 Standard of Conduct

10.6.1 Except for purchases made in accordance with **Section 10.15: Purchasing Card Program** below, CFX employees are prohibited from purchasing any materials, supplies, equipment, or services, or entering into any procurement contract on behalf of CFX unless expressly authorized to do so by the Board.

10.6.2 Individuals responsible for unauthorized purchases or obligations shall be in violation of this Procurement Policy and shall be disciplined accordingly. Such disciplinary action may include reimbursement by the individual to CFX for unauthorized purchases or obligations. Depending on the severity of the violation, further disciplinary action may be warranted.

10.6.3 No employee of CFX shall obligate CFX in any transactions whereby the employee may derive income or benefits other than those provided as compensation from CFX.

10.6.4 The Standard of Conduct as it relates to this Procurement Policy and the Procurement Procedures Manual is promulgated in CFX's Code of Ethics, as may be amended by the Board from time to time.

Adopted: 2024-440.

Division II: Competition and Methods of Procurement

Section 10.7 Competition Requirement

10.7.1 It shall be the policy of this Board that, unless otherwise provided in this Procurement Policy, all procurements shall generally be competitively solicited.

10.7.2 The Board hereby recognizes the following:

(A) Fair and open competition is a basic tenet of public procurement;

(B) Such competition reduces the appearance and opportunity for favoritism and inspires public confidence that contracts are awarded equitably and economically; and

(C) Documentation of the acts taken, and effective monitoring mechanisms, are important means of curbing any improprieties and establishing public confidence in the process by which procurements are made.

10.7.3 The Board additionally finds the following:

(A) The expeditious delivery of projects and acquisition of necessary goods and services best serves CFX and its customers;

(B) Specifically in relation to Small Purchases, the benefits of competition, whether by formal or informal method of competitive procurement, do not outweigh the cost or the administrative burden associated therewith; and

(C) Formal methods of competitive procurement (e.g., invitations to bid, or requests for proposals, etc.) add additional inefficiencies, administrative burden, and time to the completion of the procurement process; whereas, informal, quote-based procurements assist in streamlining the procurement process while still soliciting competition.

Accordingly, formal methods of competitive procurement should generally be reserved for procurements of higher value and impact.

Adopted: 2024-440.

Section 10.8 Procurement Thresholds

10.8.1 To balance the benefits of competitive procurement against the cost and administrative burdens associated therewith, the Board hereby sets the following **"Procurement Thresholds"**:

(A) **"Small Purchase Threshold"** shall mean the maximum aggregate contract award value for which a procurement may be made without soliciting competition in accordance with **Subsection 10.10.2** of this Procurement Policy. The Small Purchase Threshold shall be as shown in **Table 1: Procurement Thresholds** below.

(B) **"Informal Procurement Threshold"** shall mean the maximum aggregate contract award value for which a procurement may be made using a simplified, quote-based method of competitive procurement in accordance with **Subsection 10.10.3** of this Procurement Policy below. The Informal Procurement Threshold shall be as shown in **Table 1: Procurement Thresholds** below.

Table 1: Procurement Thresholds

Threshold	Amount
Small Purchase Threshold	$5,000.00
Informal Procurement Threshold	$150,000.00

10.8.2 Any procurement where the total aggregate contract award exceeds the Informal Procurement Threshold shall be made by using a formal competitive procurement method, as further discussed in **Subsection 10.10.4: Formal Procurements** below.

10.8.3 The amounts listed in **Table 1: Procurement Thresholds** for the Small Purchase Threshold and the Informal Procurement Threshold shall be initial thresholds as approved by the Board in August of 2024. Such amounts shall be subject to automatic adjustment every July of each even year thereafter, with such adjustment being based upon the Consumer Price Index for All Urban Consumers (CPI-U) in the South rounded up to the next highest multiple of 1000. The Procurement Director shall be responsible for timely updating the Procurement Procedures Manual to reflect the current adjusted Procurement Thresholds accordingly.

10.8.4 Procurements shall generally not be divided into more than one purchase order, project, or contract solely for the purpose of circumventing either of the Procurement Thresholds; however, procurements may be divided for other legitimate purposes, including without limitation providing small~~, minority, and women owned~~ businesses a greater opportunity to participate in CFX's procurements.

Adopted: 2024-440. Revised: 2025-___.

Section 10.9 Approval/Execution Thresholds

10.9.1 To optimize efficiency in the day-to-day business transactions of CFX, the Board hereby delegates the approval and execution authorities as found in **Table 2: Approval/Execution Thresholds** below.

Table 2: Approval/Execution Thresholds		
Total Aggregate Contract Award Value	**Approval Authority**	**Procurement Contract Execution Authority**
≤ $75,000.00	Procurement Director	Procurement Director
> $75,000.00 ≤ Informal Procurement Threshold	Procurement Director and Executive Director	Procurement Director with co-signature of Executive Director
> Informal Procurement Threshold	Board	Procurement Director or Executive Director

10.9.2 In addition to the monetary-based approval/execution thresholds above, the Procurement Director is hereby delegated the authority to:

(A) Approve the results of any ranking and/or shortlisting by a Selection Committee, as defined in **Subsection 10.38.2(C)** of **Article 3: Lobbying Blackout Period** of this Chapter; and

(B) Engage in and complete competitive negotiation with each ranked Contractor: (1) in accordance with Section 287.055(5), Florida Statutes, for Professional Services; and/or (2) as provided in the Procurement Procedures Manual.

10.9.3 The monetary amounts shown in **Table 2: Approval/Execution Thresholds** above shall be adjusted every two years using the same methodology provided in **Subsection 10.8.3** above.

10.9.4 The Procurement Director is hereby authorized to delegate the approval and execution authority granted to them in this Section, as herein limited, to their designee upon receiving the approval of the Executive Director or the designee thereof to make such delegation.

10.9.5 The Executive Director is hereby authorized to delegate the approval and execution authority granted to them in this Section, as herein limited, to their designee as they seem reasonably necessary and appropriate.

Adopted: 2024-440. Revised: 2024-444.

Section 10.10 Methods of Procurement

10.10.1 Unless otherwise exempted or otherwise permitted under this Procurement Policy, procurements shall be made using the methods described below. The specifics of each procurement method shall be included in the Procurement Procedures Manual.

10.10.2 **Small Purchases**

(A) **"Small Purchase(s)"** shall mean procurements where the aggregate contract award value does not exceed the Small Purchase Threshold, with such threshold being as established in **Section 10.8: Procurement Thresholds** above.

(B) Small Purchases may be made without soliciting competition so long as the purchasing user department or individual considers the price to be reasonable based on research, experience, and/or purchase history.

(C) The user department or individual may secure the necessary pricing for Small Purchases on their own or request the assistance of the Procurement Department.

10.10.3 **Informal Procurements**

(A) **"Informal Procurement(s)"** shall mean procurements where the aggregate contract award value exceeds the Small Purchase Threshold but does not exceed the Informal Procurement Threshold, each such threshold as established in **Section 7.5: Procurement Thresholds** above.

(B) Competition in the selection of all Informal Procurements is preferred and strongly encouraged; however, the Executive Director and Procurement Director are hereby authorized to waive competition for Informal Procurements: (1) should such individuals jointly decide that doing so would best facilitate the day-to-day business of CFX; and (2) if applicable law does not otherwise require competition.

~~(B)~~(C) Unless ~~otherwise~~ exempted, waived, or expressly permitted under this Procurement Policy, Informal Procurements shall be made using a simplified, quote-based method of competitive procurement.

~~(C)~~(D) At least three written quotes must be received before an Informal Procurement may be made. If, for some reason, three quotes cannot be obtained, the good faith attempts to receive three quotes must be documented prior to an Informal Procurement being made.

~~(D)~~(E) If the aggregate contract award value of the Small Purchase does not exceed $75,000.00, the purchasing user department may secure the necessary written quotes on its own or request the assistance of the Procurement Department.

~~(E)~~(F) If the aggregate contract award value of the Small Purchase exceeds $75,000.00, then the written quotes must be secured directly by the Procurement Department.

~~(F)~~(G) Any quotes received that would result in an aggregate contract award value exceeding the Informal Procurement Threshold shall be discarded.

~~(G)~~(H) The monetary amounts provided in Paragraphs (D) and (E) above shall be adjusted every two years using the same methodology provided in **Subsection 10.8.3** above.

10.10.4 **Formal Procurements**

(A) **"Formal Procurement(s)"** shall mean procurements where the aggregate contract award value exceeds the Informal Procurement Threshold, with such threshold being as established in **Section 10.8: Procurement Thresholds** above.

(B) Unless otherwise exempted or permitted under this Procurement Policy, Formal Procurements shall be competitively awarded based on the submission of sealed competitive bids in response to invitations to bid, sealed competitive proposals submitted in response to a request for proposal, sealed competitive proposals submitted in response

to a request for qualifications, or sealed competitive proposals submitted for competitive negotiation.

(C) **Statutory Limitations.** When selecting the method by which to make a Formal Procurement, the Procurement Director shall be mindful of the following limitations of Florida law:

(1) **Professional Services Consultants.** Professional Services shall be acquired in compliance with the Consultants' Competitive Negotiation Act (**"CCNA"**), Section 287.055, Florida Statutes, under the procedures detailed in the Procurement Procedures Manual.

(2) **Construction Managers.** Construction Managers and/or Program Management Entities shall be acquired in compliance with Section 255.103, Florida Statutes, under the procedures detailed in the Procurement Procedures Manual.

~~(2)~~(3) **Fiscal Agents.** Fiscal Agents are required to be obtained by sealed proposals from at least three persons, firms, or corporations for the performance of any services as fiscal agents under Section 348.753(5), Florida Statutes.

10.10.5 Regardless of the method of procurement used, including Alternative Procurement Methods authorized in **Section 10.11: Alternative Methods of Procurement** below, Board approval is required for the award of any contract award with a total aggregate value that exceeds the Informal Procurement Threshold.

Adopted: 2024-440. Revised: 2025-___.

Section 10.11 Alternative Methods of Procurement

10.11.1 The Board hereby approves the use of alternative methods of procurement to those provided in **Section 10.10: Methods of Procurement** above, including without limitation the use of Cooperative Purchasing and Piggybacking so long as such alternative methods of procurement are:

(A) Competitive;

(B) Compliant with applicable law, as well as the letter and intent of this Procurement Policy as determined by the General Counsel or the designee thereof; and

(C) Determined to be in the best interest of CFX by the Procurement Director in consultation with the Executive Director.

10.11.2 The Approval/Execution Thresholds, as provided in **Section 10.9: Approval/Execution Thresholds** above, shall remain applicable regardless as to the Alternative Procurement Method used.

10.11.3 The Procurement Procedures Manual shall be revised to provide specific procedures that should be followed when using any such Alternative Method of Procurement prior to such Alternative Method of Procurement being used.

Adopted: 2024-440.

Section 10.12 Waivers of Competition Requirements

10.12.1 Competition Waiver Requirements

(A) The Procurement Director may issue waivers from the competition requirements of this Procurement Policy to the extent authorized in this Section, or as otherwise expressly provided in this policy.

(B) Even should a specific classification or type of procurement be deemed exempt from the competition requirements of this Procurement Policy, the Procurement Director may determine that such procurement should instead be obtained by competitive means if they believe so-doing to be practical, reasonable, and in the best interest of CFX.

(C) Waivers of competition under this Procurement Policy shall not constitute waivers of any applicable provision of law that otherwise requires competition. As such:

(1) Waivers from competition for Construction Services may only be issued for awards where competition for such Construction Services would not otherwise be required under Section 255.20, Florida Statutes.

(2) Waivers from competition for Professional Services may only be issued for awards where compliance with the competitive selection and competitive negotiation provisions of Section 287.055, Florida Statutes, would not otherwise be required.

~~(2)~~(3) No waiver of competition may be granted regarding the procurement of fiscal agents that would otherwise conflict with the requirements of Section 348.753(5), Florida Statutes.

(D) Unless otherwise expressly provided, a waiver of this Procurement Policy's competition requirements shall not be considered a waiver of any other requirement of this policy, including without limitation the Procurement Thresholds provided in **Section 10.8**: **Procurement Thresholds** above or the Approval/Execution Thresholds provided in **Section 10.9: Approval/Execution Thresholds** above.

(E) Provided that it is permitted under applicable law, nothing in this Procurement Policy shall prevent the Board from waiving its own competition requirements based upon a finding consistent with **Subsection 10.3.6** above. ~~by the Board, or recommendation from the Procurement Director and/or Executive Director, that so doing would best protect the public's health, safety, and welfare and/or further the mission and interests of CFX.~~

10.12.2 Emergency Purchase Waivers

(A) **"Emergency"** shall mean:

(1) A reasonably unforeseen breakdown in machinery, or damage, destruction, or obstruction of machinery, roadway, or any property owned or operated by CFX;

(2) A threatened termination of an essential service;

(3) The development of a dangerous condition;

(4) The development of a circumstance causing the stoppage or slowdown of an essential service;

(5) A threat to the public health, welfare, or safety; and/or

(6) The opportunity to secure significant financial gain, or avoid significant financial loss, through immediate or timely action.

(7) Regarding Construction Services, the definition of **"Emergency"** shall be limited to circumstances that meet the criteria set forth in Section 255.20(1)(c)1., Florida Statutes, more specifically, if the construction project to be procured is undertaken to replace, reconstruct, or repair an existing public building, structure, or other public construction works damaged or destroyed by a sudden unexpected turn of events such as an act of God, riot, fire, flood, accident, or other urgent circumstances, and such damage or destruction creates:

(a) An immediate danger to the public health or safety;

(b) Other loss to public or private property which requires emergency government action; or

(c) An interruption of an essential governmental service.

(B) **"Emergency Purchase"** shall mean a procurement with limited or no competitive process when such purchase is necessary to remedy or lessen the harmful effects of an Emergency.

(C) Waivers of competition may be issued for Emergency Purchases with limited or no competitive process, and without the requisite Board approval, when such purchase is necessary to remedy or lessen the harmful effects of an Emergency.

(1) Under such Emergency circumstances:

(a) The Procurement Director, or their designee, shall be authorized to approve and execute contracts for Emergency Purchases under the Informal Procurement Threshold; and

(b) The Executive Director, or their designee, shall be authorized to approve and execute contracts for Emergency Purchases at any amount.

(2) All Emergency Purchases at or above the Formal Procurement Threshold shall be submitted to the Board for confirmation and approval at the next scheduled Board meeting practicable.

10.12.3 Sole Source Procurement Waivers

(A) **"Sole Source Procurements"** shall mean a Procurement where the only good or service that will produce the desired results, or that is the most appropriate for the given situation, is available from only one source of supply.

(B) Sole Source Procurements of services must be available only from Vendors who are uniquely qualified to perform such services. Such lack of an alternative source must be determined only after a reasonably thorough analysis of the marketplace.

(C) Compatibility ~~to~~with existing software or equipment shall be an acceptable justification for a waiver of competition requirements provided the item meets the other criteria within the definition of a Sole Source Procurement (i.e., available from only one source and only item that will produce desired results).

(D) Maintenance agreements, including agreements regarding the maintenance of computers and related equipment, software, copiers, faxes, and other related office equipment,

servers, network switches, and firewalls, are permitted Sole Source Procurements when there is a reasonable basis to conclude that such agreements are in CFX's best interest or when maintenance from other contractors will void an equipment warranty.

10.12.4 **Lack of Adequate Competition.** The Procurement Director may waive the competition requirements of this policy in circumstances where there is an established lack of adequate competition available in the marketplace, as determined after at least one unsuccessful solicitation.

Adopted: 2024-440. Revised: 2025-___.

Section 10.13 Exemptions from Competition

10.13.1 Due to the specific nature of each of the procurement types and classifications provided for in this Section, they are hereby exempt from this Procurement Policy's competition requirements. No documented waiver of this policy's competition requirements shall be required for any procurement deemed exempt hereunder.

10.13.2 Unless otherwise expressly provided, exemption from this Procurement Policy's competition requirements shall not be considered exemption from any other requirement of this policy, including without limitation the Procurement Thresholds provided in **Section 10.8**: **Procurement Thresholds** above or the Approval/Execution Thresholds provided in **Section 10.9: Approval/Execution Thresholds** above.

10.13.3 **Exempted Procurement Types and Classifications**

(A) Small Purchases, as discussed in **Section 10.10.2: Small Purchases** above;

(B) The purchase of regulated services, such as telephone, electricity, natural gas, water, or similar services where rates or prices are fixed by legislation or by federal, state, county, or municipal regulations. The purchase of internet services is additionally exempt under this provision;

(C) P-Card and petty cash purchases made in accordance with established CFX procedures;

(D) Dues and memberships in trade or professional organizations;

(E) Subscriptions for periodicals or professional research platforms or databases;

(F) The direct purchase of advertisement and advertising services; however, not to include the procurement of the services of an advertising agency which must be competed;

(G) Postage costs;

(H) Legal services, advocacy services, paralegal services, appraisal services, mediators, hearing officers, expert witnesses, and court reporters;

(I) Abstracts of titles for real property and title insurance for real property;

(J) Copyrighted materials and/or patented materials;

(K) Artistic services, including the rendering by a contractor of its time and effort to create or perform an artistic work in the fields of music, dance, drama, folk art, creative writing,

painting, sculpture, photography, graphic arts, craft arts, industrial design, costume design, fashion design, motion pictures, television, radio, or tape and sound recording;

(L) Job-related travel; seminars; tuition; registration fees; and training;

(M) Blanket purchase orders issued on an annual basis wherein the exact quantity of items or identification of specific items cannot be determined in advance;

(N) Direct contracts for goods and/or services between CFX and any other state, county, special district, municipal government, state college or university, and/or any other governmental agency or political subdivision;

(O) Food related to an authorized function; and

(P) Employment agreements.

~~10.13.4 Notwithstanding anything in this Procurement Policy to the contrary, in connection with any procurement by CFX of services related to a potential capital markets transaction to which CFX may be a party, including, without limitation, the issuance of bonds or other debt instruments or the entry by CFX into derivative financial arrangements either the Chair of the Board or the Executive Director may direct, as they deem it to be in the best interests of CFX, that CFX procure such services in a manner customarily employed by state and other local governmental entities. The Executive Director shall ensure that any such alternate means of procurement is done in a fair and objective manner and in as competitive a manner as is practicable under the circumstances. Services that may be procured by such alternate means include, without limitation, credit enhancement, reserve sureties, and other similar services.~~

Adopted: 2024-440. Revised: 2025-___.

Section 10.14 Emergency Suspension of Procurement Policy

10.14.1 The Executive Director is authorized to, during a State of Emergency applicable to any part of the CFX Area of Service as declared by the federal government, state government, and/or any local government, temporarily suspend the applicability of this Procurement Policy until the earliest of the following dates:

(A) The date on which the applicable State of Emergency expires, unless renewed by the declaring government; or

(B) The date of the next Board meeting when such temporary suspension may be approved or rescinded by the Board.

10.14.2 In the event of such suspension, waivers of competition shall not be necessary for purchases; however, the Procurement Department shall make a reasonable attempt to maintain control of costs through negotiation and competition whenever practicable.

10.14.3 Any procurement made during the time this Procurement Policy was suspended must:

(A) Comply with applicable law; and

(B) Be documented and presented to the Board as an information item at the next Board meeting practicable.

Adopted: 2024-440.

Division III: Procurement Programs

Section 10.15 Purchasing Card Program

10.15.1 A Purchasing Card Program (**"P-Card Program"**) is hereby established to provide authorized CFX employees with the ability to make minor purchases on behalf of CFX using a CFX charge card, so long as such purchases do not exceed the limit set by the Procurement Procedures Manual as approved by the Executive Director.

10.15.2 All goods and/or services purchased under this P-Card Program shall be in accordance with the requirements of the Procurement Procedures Manual.

10.15.3 The Procurement Department shall be responsible for managing the P-Card Program and ensuring compliance with the Procurement Procedures Manual.

Adopted: 2024-440.

Section 10.16 Owner Direct Purchase Program

10.16.1 When a government entity buys materials for use in a public works construction project, such purchases may be exempt from sales tax should such entity follow certain procedures. Direct purchase of materials by a government entity for use in a public works construction project is commonly referred to as an **"Owner-Direct Purchase Program"** (**"ODP Program"**).

10.16.2 There is hereby established an ODP for CFX. It shall be the policy of CFX to, whenever reasonable, practical, and appropriate, include language in the project specifications for its public works construction projects that gives CFX the option to make direct purchases of certain materials from a contractor's vendors at prices quoted to the contractor. This option will allow CFX to take advantage of its exempt status from payment of Florida State Sales Tax, resulting in a cost reduction to CFX.

10.16.3 All purchases made under the ODP program must comply with applicable Florida law.

10.16.4 CFX's Director of Construction and the Procurement Director shall be responsible for determining the practicality and appropriateness of the direct purchase option on a per project basis, based on procedures detailed in the Procurement Procedures Manual.

10.16.5 If the ODP option is not exercised for a project having a construction cost meeting or exceeding $15,000,000.00, a memo signed by the Chief of Infrastructure and the Procurement Director, or the designees of such individuals, shall be placed in the project file giving the specific reasons why the ODP option was not exercised.

10.16.6 Board approval of an ODP is not required since the Board would have previously approved the award of the construction or other contract from which the funds to pay for the ODP will be taken. The Procurement Director is authorized to approve an ODP regardless of the amount.

Adopted: 2024-440. Revised: 2024-444.

Section 10.17 Emerging and Developing Technology Pilot Program

10.17.1 It is the Board's policy that CFX continues to be on the cutting edge of emerging and developing technologies that may assist CFX in meeting its growing maintenance and operational needs.

As such, an Emerging and Developing Technology Pilot Program (**"EDT Pilot Program"**) is hereby established so that CFX may engage in pilots of emerging and/or developing technology and/or software solutions without requiring competition.~~ve procurement.~~

10.17.2 Under this EDT Pilot Program, emerging and/or developing technology or software solutions shall be exempt from the competition requirements of this Procurement Policy so long as:

(A) The purpose of the subject pilot is to test and/or refine a technology or software solution that is still in development ~~and~~ or is not ~~readily~~generally available on the commercial market for purchase; and

~~(B) The pilot is provided, managed, and administered by the Contractor either for free, or for a nominal amount associated only with the actual direct costs incurred by the Contractor, with no consideration of profit or administrative overhead being payable by CFX; and~~

~~(C)~~(B) The Chief of Technology/Operations deems CFX's participation in such a pilot program to be of interest to CFX. ~~based upon criteria to be developed and set forth in the Procurement Procedures Manual.~~

10.17.3 In all pilot program Contracts, CFX shall incorporate provisions:

(A) Clarifying that CFX's participation in any such pilot shall not be considered an endorsement of the technology and/or software solution by CFX and prohibiting the use of CFX's name or status as a participant in the pilot in any of the Contractor's sales, promotion, and/or marketing efforts;

(B) Prohibiting ~~any private~~ public-facing branding by Contractor or other private entity of the technology and/or software being piloted; and

(C) Granting CFX the option to procure or license the use of the applicable emerging and/or developing technology should, after completion of ~~such~~ the relevant pilot period~~program~~, the Chief of Technology/Operations determines:

(1) ~~Determines~~ Tthat the pilot program was successful; and

(2) In consult with the Executive Director, ~~deems~~ that exercising such option would be in the best interest of CFX.

Adopted: 2024-440.

Section 10.18 Rapid Response Program

10.18.1 It is the Board's policy that expedited procurement for minor public construction, repair, and maintenance projects is often needed to protect the public's health, safety, and welfare, or to otherwise further the mission and interests of CFX. As such, the Board hereby establishes a Rapid Response Program (the **"RR Program"**). The goal of the RR Program is that such expedited procurements will progress from identification of the project to commencement of construction is less than 60 days.

10.18.2 **"Rapid Response Contract(s)"** shall be task-order based contracts utilized for minor public construction and maintenance projects that require expedited procurement and construction to protect the public's health, safety, and welfare, or to otherwise further the mission and interests of CFX.

10.18.3 Rapid Response Contracts shall be procured by public invitation to bid for specific types of work based upon unit prices. Pools of rapid response contractors shall be populated with contractors that meet the specified qualifications and are able to provide expedited work. A minimum number of at least three contractors shall be preferred for each type of work, with each such contractor being awarded separate Rapid Response Contract.

10.18.4 Task orders issued under Rapid Response Contracts shall be limited to construction of minor improvements and/or performance of repair or maintenance to a public building, structure, or other public construction works that do not exceed the threshold amounts set for construction and electrical work provided in Section 255.20(1), Florida Statutes, as adjusted in accordance with Section 255.20(2), Florida Statutes.

10.18.5 Rapid Response Contracts shall require that task orders issued thereunder shall be competed among the task-applicable pool of rapid response contractors.

10.18.6 Compensation owed to rapid response contractors under each Rapid Response Contract shall not exceed an aggregate contract award value, inclusive of all tasks issued thereunder, of $2,000,000.00 per rapid response contractor per year.

10.18.7 The Procurement Director is hereby authorized to approve and execute all task orders issued under any Rapid Response Contract, so long as the aggregate annual amount of all such task orders so-approved and executed does not exceed the limit set forth in **Subsection 10.18.6** above.

Adopted: 2024-440.

Section 10.19 Environmental Procurement Program

10.19.1 It shall be the policy of the Board to support the purchase of recycled and environmentally preferred products, when practical, in an effort to minimize environmental impacts of the goods and services procured by CFX. In the context of this Section, "practical" is defined as goods and services that are sufficient in performance and reasonably available at a reasonably competitive cost.

10.19.2 To implement this provision, the Procurement Department shall develop a procedure that:

(A) Encourages the use of recycled/recyclable materials through procurement practices with vendors, contractors, businesses, and other governmental agencies.

(B) Adopts the use of recycled supplies/materials as a priority.

(C) Generates less waste material by reviewing how supplies, materials and equipment are manufactured, purchased, packaged, delivered, used, and disposed of.

(D) Gives preference, where items are of a similar cost, to those that are manufactured with a high recycled content or are environmentally preferable.

(E) Provides for training and raising the awareness of CFX employees to ensure they consider environmental issues in procurement decisions.

10.19.3 Nothing in this provision or in the Procurement Procedures Manual shall be construed as requiring the purchase of products that do not perform adequately and/or are not reasonably available at a reasonable cost.

Adopted: 2024-440.

Section 10.20 Small ~~Sustainable~~ Business Enterprise Program

10.20.1 A **Small ~~Sustainable~~ Business Enterprise Program** is hereby established as a procurement method to expedite the bidding and award process for small contracts between $50,000.00 and $200,000.00. The Procurement Procedures Manual includes the process and guidelines for administering the Program.

10.20.2 ~~Small Sustainable Business Enterprise Program to the extent t~~The Executive Director can authorize advertisement and award of small contracts valued between $50,000.00 and $200,000.00 each under the Small Business Enterprise Program ~~in order~~ to expedite the bidding and award process. Each award by the Executive Director that exceeds the Informal Procurement Threshold shall be submitted to the Board for ratification and approval at the next regularly scheduled Board meeting.

Adopted: 2024-440. Revised: 2024-444; 2025-___.

Division IV: Contracting

Section 10.21 Contract Standardization

10.21.1 Standard CFX boilerplates for contracts, amendments, supplemental agreements, renewals, and similar documents shall be developed and used whenever possible. The Procurement Director shall work with General Counsel to develop such standardized boilerplates.

10.21.2 General Counsel may decide, using their sole professional discretion, to update and revise such standardized boilerplates from time to time. The Procurement Director shall additionally be responsible for making suggested revisions to the standardized boilerplates for approval by General Counsel should the Procurement Director believe such revision would best serve CFX and its procurement objectives.

Adopted: 2024-440.

Section 10.22 General Counsel's Review and Approval Obligation

10.22.1 **Small Purchase Procurement Review**

(A) Review by General Counsel, or their designee, shall not generally be required ~~to review, approve, or sign-off on~~for any Small Purchase Procurement contracts or purchase orders.

(B) The foregoing notwithstanding, should the Procurement Director or Risk Management Director, using their sole professional discretion, ~~and due to the particular nature of such procurement,~~ believe that legal review~~, approval, or sign-off~~ of a particular Small Purchase contract or purchase order ~~by General Counsel~~ is merited due to the nature of such procurement, General Counsel, or their designee, shall provide such review upon request.

10.22.2 **Informal and Formal Procurement Review**

(A) Once a particular boilerplate has been standardized with the review ~~and approval~~ of General Counsel~~,~~ or their designee, Informal and Formal Procurements may be made

using such standardized boilerplates without further legal review~~, approval, or sign-off from General Counsel~~ so long as:

(1) No change or amendment has been made to the standardized boilerplate's language as most recently approved by General Counsel or their designee; and

(2) The applicable vendor has not added any additional terms and/or conditions.

(B) General Counsel, or their designee, is required to review~~, approve, and sign-off on~~ Informal and Formal Procurements where the applicable standardized boilerplate's language has been altered in any manner from the language most recently approved ~~by General Counsel.~~thereby.

(C) It is recognized that, due to their specialized nature, agreements with other governmental agencies, certain vendors, and financial institutions may preclude the use of standard CFX boilerplate documents. In such instances, review~~, approval, and sign-off~~ of such non-standard documents by the General Counsel, or their designee, for Informal and Formal Procurements must be ~~received~~ completed prior to the following applicable date:

(1) For Informal Procurements, prior to execution of the contract as authorized in **Section 10.9: Approval/Execution Thresholds** above.

(2) For Formal Procurements, prior to approval by the Board.

Adopted: 2024-440. Revised: 2025-___.

Section 10.23 Contract Terms and Conditions

10.23.1 Contract Terms

(A) The Procurement Director is hereby granted the authority to, within the limitations set forth in this Subsection, determine the initial and renewal terms of a procurement contract based on the nature of the procurement.

(B) Unless otherwise provided in this Procurement Policy, no procurement contract may have an initial term that exceeds five years, nor shall any one renewal period exceed the length of the initial term. A procurement contract may contain multiple renewal periods; however, the sum of the initial term and all renewal periods may not cumulatively exceed ten years in length.

(C) Both ~~Contracts for~~ "c~~c~~ontinuing contracts", as defined in Section 287.055(2)(g), Florida Statutes, and continuing contracts for Specialized Services shall have initial and renewal terms set in compliance with Paragraph (B) above; however, the terms of such continuing contracts may be drafted in a manner that permits their provisions to remain in full force and effect as to any ~~in regard to any~~work authorizations or task orders~~ work or tasks~~ outstanding at the time of contract expiration~~, the terms and conditions of such contracts may continue to run without need for extension or renewal of the contract~~ until either: (1) the Consultant's satisfactory completion of such work authorizations or task orders;~~s~~ or (2) termination of such work authorizations or task orders~~the contract~~ by CFX.

(D) Project-specific Professional Services contracts and contracts for Construction Services 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.

(E) Rapid Response Contracts shall have a term no longer than three years with no renewals; however, the terms of such contracts may be drafted in a manner that permits their provisions to remain in full force and effect as to any work authorizations or task orders outstanding at the time of contract expiration until either: (1) the Contractor's satisfactory completion of such work authorizations or task orders; or (2) termination of such work authorizations or task orders by CFX.~~and conditions of such contracts shall continue to run with any tasks outstanding at the time of expiration of the rapid response contract until the Contractor's satisfactory completion of such tasks without need for extension or renewal of the Contract.~~

10.23.2 **Major Sub-Vendor Requirements**

(A) All contracts for Professional Services and Specialized Services shall contain a "Major Sub-Vendor" provision in substantially the following form, with the terms "Contractor" and "Consultant" used as appropriate:

*"If, during the term of this Contract and any renewals hereof, the Contractor/Consultant desires or intends to provide payment to a subcontractor, subconsultant, and/or service provider (collectively **"Sub-Vendor"**) that was not disclosed by the Contractor/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 Contractor/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 Contractor/Consultant under this Contract until such Sub-Vendor has been approved by the CFX Board. In the event of a so-designated emergency, the Contractor/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 Contractor/Consultant for any payments made or obligated to any such Sub-Vendor in excess of $75,000.00 should Contractor/Consultant have failed to add such Vendor to this Contract's Major Vendors list in compliance with this provision."

(B) The monetary amounts in the above provision shall be adjusted every two years using the same methodology provided in **Subsection 10.8.3** above.

Adopted: 2024-440. Revised: 2025-___.

Section 10.24 Amendments, Renewals, and Extensions

10.24.1 Amendments

(A) The Procurement Director is hereby authorized to approve and execute contract amendments and~~/or~~ supplemental agreements related to contracts for Informal Procurement so long as such amendments and~~/or~~ supplemental agreements would not result in the aggregate contract award value exceeding the Informal Procurement Threshold.

(B) If an~~the~~ amendment ~~and/~~or supplemental agreement to ~~such~~ an Informal Procurement contract would increase the aggregate contract award value to an amount exceeding the Informal Procurement Threshold, then such amendment ~~and/~~or supplemental agreement requires approval from the Board ~~prior to execution by the Procurement Director~~.

(C) The Procurement Director is hereby authorized to approve and execute contract amendments and/or supplemental agreements that increase the aggregate contract value for Formal Procurement contracts approved by the Board up to a cumulative amount of ~~10~~25% of the amount initially approved by the Board or $250,000.00, whichever amount is lower. Thereafter, Board approval shall be required for any subsequent ~~contract amendments and/or supplemental agreements~~increases~~, unless otherwise provided by the Board~~. This approval and execution authority shall be in addition to any allowances the Board may have already approved as part of the contract.

(D) Amendments or supplemental agreements that only alter ~~that change the substance of a~~the procurement contract's ~~terms and conditions, other than~~ scope, ~~increases in~~ value, and/~~amount~~or ~~and~~ time ~~as provided for in this Section~~ but do not otherwise change any other provisions of the underlying procurement contract are not required to ~~, must~~ be reviewed ~~and receive the sign-off of the~~by General Counsel or their designee.

10.24.2 Extensions/Renewals

(A) The Procurement Director is hereby authorized to approve and execute extensions and~~/or~~ renewals of the term of any procurement contract, so long as doing so: (1) ~~so doing~~ is ~~either~~ at no additional increase in the aggregate contract award value; or (2) ~~such extension and/or renewal is additionally in compliance~~complies with the provisions of **Subsection 10.24.1: Amendments** above.

(B) Should there be no remaining renewal periods on a procurement contract's term, an extension may be for additional time only, and only for the reasonable time needed to procure a new contract in compliance with the provisions of this Procurement Policy, unless otherwise approved by the Board.

(C) The decision to renew ~~and/~~or extend a procurement contract or to request that the Board renew ~~and/~~or extend a procurement contract shall be made by the appropriate management-level personnel of the purchasing user department in consult with the Procurement Director.

~~(C)~~(D) Renewals or extensions that only alter a procurement contract's project scope, value, and/or time but do not otherwise change the underlying terms and conditions of the contract are not required to be reviewed by General Counsel or their designee.

Adopted: 2024-440. Revised: 2025-___.

Section 10.25 Termination of Contract

10.25.1 The Executive Director or any applicable Division Chief is authorized to terminate any procurement contract entered into by CFX with any contractor so long as such termination is in compliance with the terms and conditions of such contract and applicable law.

10.25.2 The necessary actions for effectuating such termination shall be coordinated with the General Counsel and the Procurement Director.

Adopted: 2024-440.

END OF ARTICLE 1

Division I: General Provisions

Section 10.26 Title

The provisions of this Article shall be known and cited as the **"Protest Resolution Policy"**.

Adopted: 2024-444.

Section 10.27 Authority

10.27.1 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, and is further authorized to make contracts and to execute all instruments necessary and convenient for conducting its business.

10.27.2 As an expressway authority pursuant to Chapter 348, Florida Statutes, CFX is expressly excluded from the definition of "agency" under Section 120.52, Florida Statutes, and therefore is not subject to the uniform rules of procedure for the resolution of protests arising from the contract solicitation or award process provided in Chapter 120, Florida Statutes.

Adopted: 2024-444.

Section 10.26 Statement of Policy

10.26.1 The Governing Board (**"Board"**) of CFX hereby establishes this Protest Resolution Policy for the purpose of providing an administrative process through which each Respondent shall be able to, for review and consideration by CFX, raise good faith allegations of any omissions, errors, or mistakes were made during CFX's evaluation of its own or another Respondent's Solicitation Response that detrimentally impacted the Respondent.

10.26.2 Failure of a Contractor to timely file a Solicitation Response for a particular Procurement Solicitation shall be considered a waiver by such Contractor of any right it has or might have to protest any decision or other action taken by CFX regarding such Procurement Solicitation (e.g., CFX's decision to issue an award of the underlying project, to reject a Solicitation Response, and/or to cancel the Procurement Solicitation, etc.).

10.26.3 There shall be no right to protest the specifications, terms, or contents of a Procurement Solicitation granted under this Protest Resolution Policy. Instead, Contractors and/or Respondents having concerns or questions regarding the specifications, terms, or contents of the Solicitation Documents of any particular Procurement Solicitation, in lieu of protesting, are required to use such Procurement Solicitation's provided question-and-answer period to raise any such issues or concerns which may then be addressed by CFX by issuance by Addendum.

10.26.4 There shall be no right to protest any procurement related action or decision made by CFX other than the rights expressly granted by the Board in this Protest Resolution Policy, which shall apply only to Formal Procurements (as defined in **Subsection 10.10.4: Formal Procurements** of

Article 1: Procurement Policy of this Chapter). A protest shall only be valid if submitted in accordance with this Article.

10.26.5 Nothing in this Article may be construed as limiting CFX's ability to enter into a mutually agreed upon settlement with a Protesting Respondent at any time.

10.26.6 Communications to any CFX Board Member, Chief Officer, employee, and/or any Selection Committee member during an ongoing protest shall at all times be limited to those specifically permitted in **Article 3: Lobbying Blackout Period** of this Chapter.

Adopted: 2024-444.

Section 10.27 Definitions

10.27.1 Unless otherwise expressly provided in this Article, the definitions found throughout Articles 1 and 3 of this Chapter are hereby incorporated into this Article.

10.27.2 Additionally, wherever used in this Article, the following terms shall have the following meanings indicated, unless context provides otherwise, and such meanings will apply to both the singular and plural thereof:

(A) **"Addendum"** shall mean a change, clarification, or correction in the Solicitation Documents issued by CFX prior to the closing of the applicable Procurement Solicitation's submittal period.

(B) **"Day"** shall mean one calendar day, unless otherwise specifically referred to as a **"business day"**.

(1) A **"business day"** shall mean any day that is an official working day of CFX and excludes Saturdays, Sundays, and CFX-designated holidays.

(2) When pluralized, **"days"** and **"business days"** shall mean consecutive calendar or consecutive business days.

(3) When any period of time is referred to in this Article by either **"days"** or **"business days"**, it shall be computed to exclude the first day or business day and include the last day or business day of such period.

(4) If a period of time is determined by calendar days and the last day of such period falls on a Saturday, Sunday, or CFX-designated holiday, such day shall be omitted from the computation.

(C) **"Contractor"** shall have the same meaning as provided in **Subsection 10.4.1(C)** of **Article 1: Procurement Policy** of this Chapter.

(D) **"Procurement Solicitation"** shall mean the method of procurement used by CFX for to invite Contractors to submit a Solicitation Response for Formal Procurements, including without limitation:

(1) **"Invitations to Bid"** (**"ITB"**) shall mean the method of procurement by which CFX solicits sealed competitive bids from Contractors;

(2) **"Requests for Proposals"** (**"RFP"**) shall mean the method of procurement by which CFX solicits sealed competitive proposals from Contractors; and

(3) **"Requests for Qualifications"** (**"RFQ"**) shall mean the method of procurement by which CFX solicits Contractor qualifications, which may or may not result in an ITB or RFP being issued.

(E) **"Protesting Respondent"** shall mean a Respondent who files a protest in compliance with this Article.

(F) **"Respondent"** shall mean a Contractor who timely submitted a Solicitation Response to a Procurement Solicitation issued by CFX.

(G) **"Solicitation Documents"** shall mean the documents issued by CFX to solicit Solicitation Responses and any related documents (e.g., ITB package, RFP package, RFQ package, etc.), including without limitation any documents therein incorporated or attached thereto.

(H) **"Solicitation Response"** shall mean a bid, proposal, letter of intent, request for qualifications, or other applicable response submitted by a Contractor or Respondent in response to a Procurement Solicitation issued by CFX.

Adopted: 2024-444.

Division II: Filing a Protest

Section 10.28 Generally

10.28.1 After CFX completes its evaluation of each Solicitation Response timely received, the Procurement Director shall, in compliance with the Procurement Policy, the Procurement Procedures Manual, and applicable Solicitation Documents, complete one of the following actions:

(A) In the event the Procurement Solicitation is an Invitation to Bid, issue a Notice of Award to the lowest responsible and responsive Respondent (or, in the event of multiple awards Respondents);

(B) In the event the Procurement Solicitation is not an Invitation to Bid, issue a Notice of Recommendation of Award to the Respondent (or, in the event of multiple awards Respondents); or

(C) Cancel the Procurement Solicitation.

10.28.2 The Procurement Director shall ensure the applicable Notice of Award or Notice of Recommendation of Award for each Procurement Solicitation allows for a period of no fewer than 13 calendar days to conclude prior to any requisite request for Board approval is made or granted.

10.28.3 Upon receipt of a written protest that has been filed in compliance with this Article, the Procurement Director, in consult with the Executive Director, may either halt the award process or, if in the best interest of CFX, continue the award process. Any contract executed pursuant to a decision to continue the award process shall be contingent upon the outcome of the protest and contain a "protest contingency provision" whereby the parties acknowledge the ongoing protest and expressly agree that: the contract is contingent upon the outcome of the protest; CFX may modify or immediately terminate the contract depending on the outcome of the protest; and

the sole remedy against CFX for any such modification or termination shall be limited to payment for goods and/or services provided or performed as of the date of termination.

Adopted: 2024-444. Revised: 2025-___.

Section 10.29 Standing and Exclusions

10.29.1 **Standing.** Standing to protest an award or recommendation of award is limited solely to Respondents who:

(A) Submitted a timely Solicitation Response to the Procurement Solicitation under which such award or recommendation of award was noticed by CFX; and

(B) Have good faith allegations that:

(1) An omission, error, or mistake was made during CFX's evaluation of its own or another Respondent's Solicitation Response; and

(2) Such omission, error, or mistake detrimentally impacted the Respondent.

10.29.2 **Exclusions.** The following situations shall not be the basis for a protest:

(A) Any decision by CFX to refuse to consider a Solicitation Response received beyond the date/time established in the applicable Solicitation Documents; and

(B) Any decision by CFX to cancel a Procurement Solicitation.

10.29.3 **Timely Filing; Waiver of Protest Right.** The timely filing of a Notice of Protest, Written Protest, and/or any requisite protest bonds shall be jurisdictional requirements. Failure by a Respondent to timely file a Notice of Protest, Written Protest, and/or any requisite protest bonds shall constitute an irrevocable waiver of any right such Respondent has or may have to protest and/or challenge an applicable award or recommendation of award.

Adopted: 2024-444.

Section 10.30 Protest Requirements

10.30.1 **Notice of Protest**

(A) Any Respondent seeking to protest an award or recommendation of award must file a valid written notice to CFX of its intention to file such a protest (**"Notice of Protest"**) no later than 3 calendar days from the date of CFX's posting of the applicable Notice of Award or Notice of Recommendation of Award (**"Protest Notice Period"**).

(B) To be valid, each Notice of Protest must:

(1) Be written and submitted to CFX by:

(a) Certified mail return receipt requested;

(b) National courier service with overnight delivery guaranteed; or

(c) Electronic mail to the email address provided in the applicable Solicitation Document or, should the Solicitation Document not provide such email, to the email address provided by the Procurement Department upon request.

(2) Be timely filed and actually received by the Procurement Director with copy to CFX General Counsel prior by 11:59pm eastern time on the 3rd calendar day of the Protest Notice Period – postmark dates will not be contemplated;

(3) Identify the Protesting Respondent;

(4) Specify the applicable Procurement Solicitation number;

(5) Provide a detailed summary of the basis of the protest; and

(6) Include an accompanying protest bond in compliance with the requirements of **Subsection 10.30.3: Protest Bond Requirements** below.

(C) Additionally, the Protesting Respondent must:

(1) Mail a copy of its Notice of Protest to all other Respondents; and

(2) Include evidence of such mailing in its Notice of Protest filing to CFX.

10.30.2 **Written Protest**

(A) A Protesting Respondent having timely filed a valid Notice of Protest is a precondition to their filing of a valid Written Protest.

(B) The Protesting Respondent shall file a valid formal written statement of protest (**"Written Protest"**) no later than 10 calendar days after its filing of the required Notice of Protest (**"Protest Filing Period"**).

(C) To be valid, the Written Protest must:

(1) Be written and submitted to CFX by:

(a) Certified mail return receipt requested;

(b) National courier service with overnight delivery guaranteed; or

(c) Electronic mail to the to the email address provided in the applicable Solicitation Document or, should the Solicitation Document not provide such email, to the email address provided by the Procurement Department upon request.

(2) Be timely filed and actually received by the Procurement Director with copy to CFX General Counsel prior by 11:59pm eastern time on the 10th calendar day of the Protest Filing Period – postmark dates will not be contemplated;

(3) Identify the Protesting Respondent;

(4) Specify the applicable Procurement Solicitation number;

(5) State with specificity and particularity both the facts and law upon which the protest is based, specifying the exact nature of any claimed error, omission, mistake, or incorrect evaluation or scoring of a Solicitation Response;

(6) Include any and all information, documentation, and/or evidence the Protesting Respondent believes supports their protest; and

(7) Specifically identify the relief to which the Protesting Respondent deems itself entitled.

(D) Additionally, the Protesting Respondent must:

(1) Mail a copy of its Written Protest to all other Respondents; and

(2) Include evidence of such mailing in its Written Protest filing to CFX.

10.30.3 **Protest Bond Requirements**

(A) A protest bond must be simultaneously filed with each Notice of Protest filed with CFX.

(B) The amount of the required bond shall be as set forth in shall be calculated as follows:

(1) If the Notice of Protest is in relation to an Invitation to Bid, 1% of the lowest bid submitted or $5,000.00, whichever is greater; or

(2) If the Notice of Protest is in relation to a solicitation other than an Invitation to Bid, 1% of CFX's estimated value of the award or $5,000.00, whichever is greater.

(C) A separate protest bond must be posted by each Protesting Respondent.

(D) Each protest bond must:

(1) State on its front page:

(a) The name, principal business address, and phone number of the protesting Respondent, the surety, and CFX; and

(b) The bond number assigned by the surety.

(2) Be made payable to the "Central Florida Expressway Authority";

(3) Be signed and sealed by the Protesting Respondent and a surety insurer authorized to do business in the State of Florida as surety;

(4) Be countersigned by the Florida resident agent of the surety;

(5) Have a surety power of attorney attached that is executed under the surety's corporate seal; and

(6) Be conditioned upon all of the following:

(a) Each protest bond shall be conditioned upon the payment of all costs which may be adjudged against the Protesting Respondent in the administrative hearing in which the action is brought and any subsequent appellate court proceeding.

(b) If, after completion of the administrative hearing process and any appellate court proceedings, CFX prevails, it shall recover all costs and charges which shall be included in the final order or judgment, excluding attorney's fees. Upon payment of such costs and charges by the Protesting Respondent, the bond shall be returned to them.

(c) If the Protesting Respondent prevails, it shall be entitled to recover from CFX only those damages and/or costs provided in **Subsection 10.33.4** below.

(d) The entire amount of the bonds shall be forfeited if it is determined by the Administrative Hearing Officer or a court of competent jurisdiction that the protest or any subsequent appeal was:

1. Clearly insufficient on its face; and/or

2. Filed for a frivolous or improper purpose, including but not limited to the purpose of harassing, causing unnecessary delay, or causing needless cost for CFX or other parties.

(7) Bind the Protesting Respondent and surety, their heirs, legal representative, successors, and assigns, jointly and severally, and be conditioned upon the satisfaction of any cost and charges included in a final decision or judgement, including appellate court proceedings, in the event CFX prevails.

(E) All protest bonds must be identical in form to the Bid Protest Bond form approved by CFX, which shall be posted on CFX's website and may otherwise be obtained from the Procurement Director upon request.

(F) CFX shall be the prevailing party if the Protesting Respondent withdraws the protest at any time before entry of the final decision or judgement. The foregoing notwithstanding, the Executive Director, in consult with General Counsel, is hereby authorized to waive CFX's claim to any such protest bond upon withdraw of the Protesting Respondent, should the Executive Director deem so doing to be in CFX's best interests.

Adopted: 2024-444.

Division III: Protest Review Process

Section 10.31 Resolution by Procurement Director

10.31.1 Upon receipt of a valid Written Protest, the Procurement Director will review such Written Protest and either:

(A) Draft and issue a final written decision to Respondent based on the contents of the Written Protest and thereafter ~~post~~send such final written decision to all Respondents; or

(B) Schedule a public meeting, in compliance with Section 286.011, Florida Statutes, with the Protesting Respondent to attempt to resolve the protest (**"Protest Resolution Meeting"**).

(1) A notice establishing the date, time, and location for the Protest Resolution Meeting shall be posted to all Respondents. Any Respondents that may be detrimentally impacted should the Protesting Respondent be successful shall be provided the opportunity to participate in such public meeting.

(2) After the Protest Resolution Meeting, the Procurement Director shall draft and issue a final written decision to the Respondent and thereafter post such final decision to all Respondents.

10.31.2 Nothing in this Section may be construed as preventing CFX from exercising its right to cancel the Procurement Solicitation at any time for any reason.

Adopted: 2024-444. Revised: 2025-___.

Section 10.32 Resolution by Administrative Hearing

10.32.1 Administrative Appeal

(A) The Protesting Respondent shall have 3 business days from the date of its receipt of the Procurement Director's written decision to appeal the Procurement Director's decision for review by an Administrative Hearing Officer (**"Administrative Appeal Period"**). The standard of review of any such Administrative Appeal shall be limited to abuse of discretion by CFX.

(B) For such an Administrative Appeal to be valid, it must:

(1) Be written and submitted to CFX by:

(a) Certified mail return receipt requested;

(b) National courier service with overnight delivery guaranteed; or

(c) Electronic mail to the to the email address provided in the applicable Solicitation Document or, should the Solicitation Document not provide such email, to the email address provided by the Procurement Department upon request.

(2) Be timely filed and actually received by the Procurement Director with copy to CFX General Counsel prior by 11:59pm eastern time on the 3rd business day of the Administrative Appeal Period – postmark dates will not be contemplated;

(3) Identify the Protesting Respondent;

(4) Specify the applicable Procurement Solicitation number;

(5) State with specificity and particularity both the facts and law upon which the appeal is based, specifying the exact manner as to how CFX abused its discretion in rendering its final written decision;

(6) Include any and all information, documentation, and/or evidence the Protesting Respondent believes supports its appeal; and

(7) Specifically identify the relief to which the Protesting Respondent deems itself entitled.

(C) Additionally, the Protesting Respondent must:

(1) Mail a copy of its Administrative Appeal to all other Respondents; and

(2) Include evidence of such mailing in its Administrative Appeal filing to CFX.

(D) The timely filing of a valid Appeal for Administrative Hearing is a jurisdictional requirement and failure to timely file such appeal constitutes a waiver of any right a Respondent has or may have to protest and/or challenge an applicable award or recommendation of award.

10.32.2 Administrative Hearing Officer

(A) Should the Protesting Respondent file a timely and valid Administrative Appeal, such appeal, and any written response provided by CFX, shall be considered by an Administrative Hearing Officer selected and compensated by CFX. Such Administrative Hearing Officer must meet the following qualification requirements:

(1) They must be an independent third-party with applicable experience (e.g., as an attorney, mediator, hearing officer, arbitrator, special magistrate, judge, etc.); and

(2) They must submit a **CFX-110: Potential Conflict Disclosure Form** to CFX prior to hearing any appeal.

10.32.3 Conduct of Administrative Hearing

(A) The Administrative Hearing Officer shall regulate the course of proceedings to assure orderliness and a fair opportunity for each side to present its case. The formal rules of evidence shall not apply and hearsay shall be admissible but shall not serve as the primary basis of the Hearing Officer's final order.

(B) The Administrative Hearing Officer shall base their final order on such evidence adduced in the course of the proceedings as would be relied upon by reasonable, prudent persons in the conduct of their affairs.

(C) The Administrative Hearing Officer shall conduct an impartial, public hearing no later than 10 business days after their appointment; however, in the event that the Administrative Hearing Officer believes that more time is necessary, they may reasonably extend such time in writing sent to all parties, with copies to the Procurement Director and CFX General Counsel. Upon receipt of any such extension, the Procurement Director shall post it to all Respondents.

(D) The parties to the hearing may be represented by counsel and both sides shall be granted the opportunity to present oral, physical, and/or documentary evidence relevant to all issues properly raised in the Administrative Appeal.

(E) Any Respondents that may be impacted should the Protesting Respondent be successful shall be provided the opportunity to participate in the public hearing, may be represented by counsel, and shall be presented the opportunity to present oral, physical, or documentary evidence relevant to all issues impacting such Respondent.

(F) Within 5 business days after the hearing is concluded, the Administrative Hearing Officer shall submit their final decision to all parties, with copies to the Procurement Director and CFX General Counsel.

Adopted: 2024-444.

Section 10.33 Resolution by Judicial Appeal

10.33.1 Requisite Notice of Judicial Appeal

(A) The Protesting Respondent and CFX shall each have 5 business days to submit written notice to the other of their intention to appeal the final written decision of the Administrative Hearing Officer (**"Judicial Appeal Notice Period"**).

(B) For a Notice of Judicial Appeal filed by a Protesting Respondent to be valid, it must be written and submitted to the other party by:

(1) Certified mail, return receipt requested; or

(2) National courier service with overnight delivery guaranteed.

(C) Should such notice not be timely received by the other party by 5:00pm eastern time on the last business day of the Judicial Appeal Notice Period, the decision of the Administrative Hearing Officer shall be binding and final and any right of either party to appeal the matter to the Circuit Court shall be considered irrevocably waived.

10.33.2 **Judicial Appeal**

(A) The standard of any Judicial Appeal shall be abuse of discretion by the Administrative Hearing Officer.

(B) Judicial review of any final decision made by the Administrative Hearing Officer shall be by certiorari in the Circuit Court of the Ninth Judicial Circuit, in and for Orange County, Florida, and filed with the appropriate Circuit Court no later than 30 calendar days after the date of the Administrative Hearing Officer's final written decision.

10.33.3 The pendency of judicial review proceedings shall not stay the procurement process, nor the award of a contract, unless a temporary injunction is issued by the Circuit Court, or unless CFX determines it is in the best interest of CFX to temporarily or permanently delay the procurement process or contract award.

10.33.4 If any court or other proceedings upholds the Protesting Respondent's appeal, the Protesting Respondent's damages, including court-awarded damages accruing to the Protesting Respondent or any other party, shall be limited solely to:

(A) The Protesting Respondent's reasonable Solicitation Response preparation costs;

(B) The amount of the protest bond premium paid by the Protesting Respondent, if any; and

(C) ~~Reasonable~~ Reimbursement of any court filing fees and reasonable court costs (exclusive of attorneys' fees and expert witness fees) paid by the Protesting Respondent.

10.33.5 Under no circumstances shall CFX be held liable to a Protesting Respondent for any damages or costs (e.g., attorney's' fees, expert witness, etc.)~~,~~ other than those provided in **Subsection 10.33.4** above, regardless as to the theory of law and/or equity under which such claim for damages or costs may be made.

Adopted: 2024-444. Revised: 2025-___.

Section 10.34 Publication for Procurement Solicitations

10.34.1 A copy of this Article will be posted on the CFX website (https://www.cfxway.com) and referenced within all Solicitation Documents that are generated and distributed by the CFX.

Adopted: 2024-444.

END OF ARTICLE 2

CONSENT AGENDA ITEM
#28

MEMORANDUM

TO: CFX Board Members

FROM: Son Nguyen
Senior Manager of Risk and Insurance

DATE: July 23, 2025

SUBJECT: Approval of Insurance Policy with Preferred Governmental Insurance Trust (PGIT)

Board approval of the fiscal year 2026 insurance policy with Preferred Governmental Insurance Trust (PGIT) in the amount of $315,000 is requested. The combined Workers Compensation and All-Other Lines insurance premium is $253,170 with an additional $61,830 to allow for midyear increases that may be necessary for any new policy coverages, properties, and annual workers' compensation audit.

This policy covers Workers' Compensation, General Liability, Public Officials Errors & Omissions Liability, Employment Practices Liability, Employee Benefits Liability, Crime, Real & Personal Property, Automobile Liability & Physical Damage, Equipment Breakdown, and additional Cyber Liability. The current policy expires October 01, 2025.

CFX utilizes an independent insurance broker, HUB Florida Public Risk, Inc. (HUB) for the solicitation and evaluation of proposals for insurance coverage. Staff concurs with HUB's recommendation to accept the policy with PGIT.

This policy is included in the OM&A Budget.

Reviewed by: _____
Lisa Lumbard
Chief Financial Officer

HUB International Limited

1117 Thomasville Road
Tallahassee, FL 632311

hubinternational.com

Executive Summary – Property, Liability and Workers Compensation Insurance

HUB Public Risk offers the following Executive Summary for your consideration.

HUB did extensive marketing of the Property, Liability and Workers Compensation policies in 2024, receiving only two quotes and moving coverage to the Preferred Governmental Insurance Trust. Pre-renewal discussions with PGIT underwriting revealed that the 2025 renewal would be favorable to CFX.

The market for insurance carriers, able to write all coverage on a Public Entity including property, is extremely limited. This is bolstered by the fact that only two carriers offered quotes in 2024. Based on our experience in working with other public entities and municipalities throughout the State of Florida and the relevant insurance markets, we chose not to market the policy in 2025 to avoid market fatigue and preserve the potential to obtain favorable results in future marketing efforts.

The PGIT renewal premium reflects a slight decrease from 2024 even though CFX added the following assets:

- Newly renovated building at 7011 McCoy Road valued at $2,331,862
- Four additional/replacement vehicles

The results are detailed below. HUB recommends accepting the renewal of PGIT.

Line of Coverage	2024 PGIT Premium	2025 PGIT Premium
Property	$134,887	$132,852
Liability	$59,508	$56,288
Cyber Liability	$4,500	$4,950
Automobile	$12,986	$17,575
Workers Comp	$42,280	$41,505
TOTAL	**$254,161**	**$253,170**

Thank you,



Jim Duncan

CONSENT AGENDA ITEM
#29

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*
Director of Procurement

DATE: July 22, 2025

SUBJECT: Approval of Cooperative Purchase Agreement with 4 Corner Resources, LLC for Information Technology Staff Augmentation Services
Contract No. SCON-10000290

Board approval of the Agreement with 4 Corner Resources, LLC in the amount of $1,915,000.00 is requested. This is a cooperative purchase agreement based on a contract between the State of Florida and 4 Corner Resources, LLC allowing CFX to take advantage of the favorable rates already negotiated.

The service to be provided includes a pool of personnel from which IT can utilize when specialized support is required.

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

Reviewed by: *Rafael Millan* _____
Rafael Millan
Director of IT

_____
Jim Greer
Chief of Technology and Operations

CONTRACT NO. SCON-10000290
between
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
and
4 CORNER RESOURCES, LLC
regarding
PIGGYBACK CONTRACT FOR
INFORMATION TECHNOLOGY STAFF AUGMENTATION SERVICES

THIS PIGGYBACK CONTRACT (**"Contract"**) is made and entered into between **CENTRAL FLORIDA EXPRESSWAY AUTHORITY** (**"CFX"**) and **4 CORNER RESOURCES, LLC** (**"Contractor"**) for good and valuable consideration, the sufficiency of which is hereby mutually acknowledged. CFX and Contractor are referred to herein sometimes as a **"Party"** or the **"Parties"**.

A. Adoption of Underlying Contract

(1) Under CFX Code § 10.11, CFX hereby agrees to procure **Information Technology Staff Augmentation Services** from Contractor through the competitively solicited agreement between Contractor and **State of Florida, Department of Management Services** entered on or about **10/19/2023**, and further identified as **State Term Contract No. 80101507-23-STC-ITSA** (the **"Underlying Contract"**).

(2) Subject to the amendments below, the terms and conditions of the Underlying Contract, including without limitation all exhibits and attachments thereto, are hereby adopted by the Parties and incorporated into this Contract and attached hereto. Such adopted terms and conditions shall apply to the parties as though the Underlying Contract had been entered into directly between CFX and Contractor, with any conflicts between the terms and conditions of the Underlying Contract and the express terms of this Contract to be resolved in favor of the express language of this Contract.

B. Contract Term. The term of this Contract shall begin on the date it is fully executed by both Parties hereto (the **"Effective Date"**) and expire with the Underlying Contract on **09/30/2027**, unless otherwise terminated by CFX. To the extent that the Underlying Contract is renewed or extended by Contractor and State of Florida, Department of Management Services, CFX and Contractor may agree to additional renewals or extensions by mutual agreement. The period beginning on the Effective Date and ending on the termination or expiration of this Contract, inclusive of any renewals or extensions hereto, shall be referred to as the **"Contract Term"**.

C. Amendments. The Underlying Contract is hereby amended as follows:

(1) All references to State of Florida, Department of Management Services found in the Underlying Contract, including in any attachments and exhibits thereto, shall be stricken and replaced with "Central Florida Expressway Authority" or "CFX".

(2) To the extent that any State of Florida, Department of Management Services staff member or staff position is named or referenced in the Underlying Contract, such names and/or positions shall be stricken and replaced with the CFX staff member having an equivalent individual or

position. Should there be no equivalent individual or position at CFX, Contractor shall be responsible for contacting the CFX Director of Procurement for further guidance.

(3) To the extent the provisions of Section 119.0701, Florida Statutes, are applicable to this Contract, the following language shall replace any similar language found in the Underlying Contract:

"IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CENTRAL FLORIDA EXPRESSWAY AUTHORITY 4974 ORL TOWER ROAD ORLANDO, FLORIDA 32807, (407) 690-5000, **PUBLICRECORDS@CFXWAY.COM**".

D. Compensation. Notwithstanding any provision to the contrary in the Underlying Contract:

(1) CFX will pay Contractor a maximum amount not to exceed amount of **$1,915,000.00** (**"Not to Exceed Contract Amount"**) at the rates outlined in Exhibit "F" of the Underlying Contract, for actual performance provided and received; and

(2) Invoices must be submitted to CFX electronically to: Billing@CFXway.com in detail sufficient for proper pre-audit and post audit thereof.

E. Conflicts of Interest

(1) Contractor understands that CFX is a public agency subject to the ethical standards and provisions found in Florida law, including without limitation those found in Chapter 112, Part III, Florida Statutes, and Section 348.753(6)-(15), Florida Statutes, which standards will by reference be made a part of this Contract as though set forth in full as they relate to the performance under this Contract by Contractor or by any subcontractor (or subconsultant) of Contractor.

(2) The following provision is applicable to Consultants only:

a. The Consultant acknowledges that it meets the definition of "Consultant" under the CFX Code of Ethics, that it has read the CFX's Code of Ethics, and, to the extent applicable, Consultant will comply with the aforesaid CFX's Code of Ethics in connection with performance of the Contract.

b. As required by Section 348.753(8), Florida Statutes, and CFX's Code of Ethics, Consultant understands that completion of **CFX-110: Potential Conflict Disclosure Form** is a precondition to the execution of the Contract and payment by CFX hereunder. For the full Contract Term, Consultant shall submit a revised **CFX-110: Potential Conflict Disclosure Form** to CFX: **(i)** at the time of entering this Contract; **(ii)** annually, not later than July 1st; and **(iii)** promptly upon the occurrence of an event that would require disclosure. CFX reserves the right to withhold payment and/or terminate this Contract for cause should Consultant fail to timely file such potential conflict disclosure forms.

c. Consultant shall use CFX's most current version of the **CFX-110: Potential Conflict Disclosure Form**, which CFX will provide to Consultant annually and will otherwise be available by request from the CFX Procurement Department.

F. Insurance

(1) Contractor shall carry and keep in force during the Contract Term, the required types, limits, and amount of coverage as provided in the Underlying Contract in regard to CFX and any services, work, commodities, and/or goods being provided to CFX under this Contract.

(2) Notwithstanding any provision to the contrary in the Underlying Contract, Contractor shall add CFX as an additional insured and additional certificate holder for all policies required by the Underlying Contract and deliver the requisite certificates of insurance to CFX within 10 days of the Effective Date of this Contract. The endorsement will specify that such notice will be sent to:

Central Florida Expressway Authority (CFX)
Attn: Procurement Department
4974 ORL Tower Road Orlando, FL 32807

(3) All requisite policies shall be carried without deductible, without co-insurance, and shall **(a)** include CFX, and such other parties CFX shall designate, as additional insureds; **(b)** be primary insurance; **(c)** include within the terms of the policy, or by contractual liability endorsement, coverage insuring the Contractor's indemnity obligations; **(d)** provide that the policy may not be canceled or changed without at least thirty (30) days prior written notice to CFX from the company providing such insurance; and **(e)** provide that the insurer waives any right of subrogation against CFX, to the extent allowed by law and to the extent the same would not void primary coverage.

(4) 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.

(5) Compliance with these insurance requirements shall not relieve or limit the Contractor 's liabilities and obligations under this Contract. Failure of CFX to demand certificates 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.

(6) 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 comply with the requirements. The requirement of insurance shall not be deemed a waiver of sovereign immunity by CFX.

G. Indemnification. To the extent that Contractor indemnifies and/or holds harmless State of Florida, Department of Management Services in the Underlying Contract, Contractor hereby affirmatively agrees to indemnify and/or hold harmless CFX in the same manner and additionally agrees that 1% of any payment made by CFX hereunder shall serve as fair and just compensation for Contractor's

agreement to such indemnification and/or hold harmless provisions.

H. Sovereign Immunity. Notwithstanding anything set forth in any paragraph, section, or article of the Underlying Contract and/or this Contract to the contrary, CFX expressly retains all rights, benefits, and immunities of sovereign immunity, in accordance with Section 768.28, Florida Statutes. Nothing in the Underlying Contract and/or this Contract shall 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, and the cap on the amount and liability of CFX for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity, or contract, and shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in the Underlying Contract and/or this Contract shall 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.

I. Notices. Notwithstanding any provision to the contrary in the Underlying Contract, whenever either Party desires to give notice under this Contract 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:

TO CFX: Central Florida Expressway Authority
Attn: IT Director
4974 ORL Tower Road, Orlando, Florida 32807

AND

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

TO CONTRACTOR: 4 Corner Resources, LLC
Attn: Peter Porebski
135 East Colonial Drive, Suire 200, Orlando, Florida 32801

J. Florida Vendor Eligibility Forms

(1) Florida law contains several provisions limiting the entities with which a public agency may contract. In compliance with such provisions, Contractor shall use the following forms provided by CFX to make the requisite specific certifications, affidavits, and attestations:

a. CFX-200: E-Verification Use and Registration Certification

b. CFX-210: Certifications Regarding Vendor Eligibility

c. CFX 220: Human Trafficking Affidavit

d. CFX-230: Common Carrier Attestation

e. CFX-240: Foreign Countries of Concern Affidavit

(2) All such forms are hereby incorporated into this Contract and serve as a material part hereof. The completion and submission of such forms to CFX by Contractor shall be a precondition to CFX's obligation to provide payment for any services, work, commodities, goods, or any other performance under this Contract and any failure of the Contractor to do shall be cause for termination of this Contract by CFX.

K. Independent Contractor

(1) It is understood and agreed that nothing contained in this Contract creates or establishes the relationship of copartners between the Parties or constitutes Contractor, or any employee thereof, as the agent, representative, or employee of CFX for any purpose or in any manner whatsoever. Contractor is to be, and shall remain, an independent contractor with respect to its performance under this Contract.

(2) Under no circumstances shall any individual hired or otherwise directly or indirectly utilized by Contractor to meet any of its obligations hereunder be considered an employee of CFX. Contractor shall be responsible for all direction and control of its employees and payment of all wages and salaries and other amounts due its employees. Moreover, Contractor shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax and income tax withholding, unemployment compensation, workers compensation, and employment benefits.

(3) Any approval by CFX of a subcontract or other matter requiring CFX approval for its occurrence shall not be deemed a warranty or endorsement of any kind by CFX of such subcontract, subcontractor (or subconsultant), or matter. Additionally, no review or approval of Contractor's performance, reports, or records by CFX may be construed as CFX directing or supervising the actions of Contractor. Contractor shall at all times retain sole and absolute discretion in the judgment of the manner and means of carrying out its activities and responsibilities hereunder.

L. No Third-Party Beneficiaries. There are no third-party beneficiaries of this Contract and nothing in this Contract, express or implied, is intended to confer on any person other than the Parties hereto (and their respective successors, heirs and permitted assigns), any legal or equitable obligation, right, benefit, claim, or remedy of any nature arising under or by reason of this Contract.

M. General Provisions

(1) Assignments and Successors

a. CFX has decided to enter into this Contract with Contractor 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.

b. Each Party binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors,

administrators, and assigns of such other party, in respect to all covenants of this Contract.

(2) **Binding Effect; Conflicts.** This Contract shall be binding upon and inure to the benefit of the Parties hereto, their heirs, personal representatives, successors, or assigns. In the event of a conflict between the covenants, terms, or provisions of this Contract and any document incorporated herein whether by attachment or reference, the provisions of this Contract shall take precedence. Should there be any conflicts or inconsistency between any applicable law and this Contract, the most restrictive shall govern.

(3) **Construction and Representations.** Each Party acknowledges that it has had the opportunity to be represented by counsel of such Party's choice with respect to this Contract. In view of the foregoing, and notwithstanding any otherwise applicable principles of construction or interpretation, this Contract shall be deemed to have been drafted jointly by the Parties and in the event of any ambiguity, shall not be construed or interpreted against the drafting party. Neither party has relied upon any representations or statements made by the other party to this Contract, which are not specifically set forth in this Contract.

(4) **Counterparts and Electronic Transmission of Signatures.** This Contract may be executed in counterparts, both of which shall be deemed an original and which taken together shall constitute one agreement. Any counterpart may be delivered by any Party by electronic transmission of the full Contract as executed by that party to the other party as mutually agreed upon by the Parties, and delivery shall be effective and complete upon completion of such transmission.

(5) **Electronic Signatures.** Each party hereby agrees that this Contract and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Contract or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

(6) **Governing Law.** This Contract shall be considered as having been entered into in the State of Florida. The laws of the State of Florida shall govern all aspects of this Contract, without reference to any conflicts of law provisions.

(7) **Headings.** The headings or captions of articles, sections, or subsections used in this Contract are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Contract.

(8) **Jury Waiver.** To the fullest extent permitted by law, the Parties hereby waive their right to trial by jury in any action, proceeding, or claim that is in any manner related to this Contract or the performance of the associated Services hereunder, which may be brought by either of the Parties.

(9) **Modification.** Unless otherwise expressly provided for herein, no modification of this Contract shall be binding upon either party unless it is reduced to writing and is signed by a duly authorized representative of each party.

(10) **Remedies.** No remedy conferred upon any party in this Contract is intended to be exclusive of any other remedy, and each such remedy shall be cumulative and shall be in addition to

every other remedy given hereunder or as provided at law or equity. No single or partial exercise by any party of any rights, power, or remedy shall preclude any other or the further exercise thereof.

(11) **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.

(12) **Signatory.** Each signatory below represents and warrants that they have the full power and is duly authorized by their respective Party to enter into and perform under this Contract. Such signatory further represents that they have fully reviewed and understand the terms and conditions set forth in this Contract, including exhibits, and that their respective Party fully intends to abide by and comply with all of the terms and conditions set forth herein.

(13) **Survivorship.** Those provisions which by their nature are intended to survive the expiration, cancellation, or termination of this Contract, including by way of example only, the indemnification provisions, shall survive any expiration, cancellation, or termination of this Contract.

(14) **Venue.** Each of the Parties hereby irrevocably submits to the jurisdiction of any federal or state court of competent jurisdiction located in Orange County, Florida, regarding any legal action, proceeding, or claim that is in any manner related to this Contract or the performance of the associated Services hereunder. Each Party further agrees venue for any such action, proceeding, or claim shall lie in Orange County, Florida, and irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum.

(15) **Waiver.** No delay or failure on the part of either Party to exercise any right or remedy accruing to such party upon the occurrence of an event of violation shall affect any such right or remedy, be held to be an abandonment thereof, or preclude such Party from the exercise thereof at any time during the continuance of any event of violation. No waiver of a single event of violation shall be deemed to be a waiver of any subsequent event of violation.

N. **Documents.** The documents listed below, including without limitation any attachments or exhibits thereto, are hereby attached to this Contract and incorporated herein:

(1) Florida Vendor Eligibility Forms (**CFX-200**, **CFX-210**, **CFX-220**, **CFX-230**, and **CFX-240**);

(2) **CFX-120: Social Media Acknowledgement Form**; and

(3) Underlying Contract between Contractor and State of Florida, Department of Management Services, entered on or about 10/19/2023 and further identified as State Term Contract No. 80101507-23-STC-ITSA related to Information Technology Staff Augmentation Services.

O. **Entire Agreement.** This Contract, and any documents incorporated, referenced, or attached hereto,

sets forth and constitutes the entire agreement and understanding of the Parties with respect its subject matter. Regarding such subject matter, this Contract supersedes all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of either of the Parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, effective as of the latter execution date below, the Parties have made and executed this Supplement: CFX, signing by and through its undersigned signatory, authorized to execute the same by Board Action on 08/14/2025, and Contractor signing through its undersigned signatory, duly authorized to execute same.

4 CORNER RESOURCES, LLC

By: _____

Print Name: _____

Title: _____

Date: _____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____

Print Name: Aneth Williams

Title: Director of Procurement

Date: _____

Reviewed for legal form for the exclusive reliance of CFX.

By: _____

Print Name: Cristina T. Berrios

Title: Deputy General Counsel

Date: 07/28/2025

DocuSign Envelope ID: CDFA141C-4F33-4F05-8D95-DAECE4365AC1

State Term Contract No. 80101507-23-STC-ITSA
for
Information Technology Staff Augmentation Services

This Contract is between the State of Florida, Department of Management Services (Department), an agency of the State of Florida, and 4 Corner Resources, LLC (Contractor), collectively referred to herein as the "Parties."

Accordingly, the Parties agree as follows:

I. Initial Contract Term.

The Initial Contract Term shall be for four years, with no renewals. The Initial Contract Term shall begin on October 1, 2023, or on the last date signed by all parties, whichever is later. The Contract shall expire on September 30, 2027, unless terminated earlier in accordance with the Special Contract Conditions or Additional Special Contract Conditions.

II. Contract.

As used in this document, "Contract" (whether or not capitalized) shall, unless the context requires otherwise, include this document and all incorporated Exhibits, which set forth the entire understanding of the Parties and supersedes all prior agreements. All modifications to this Contract must be in writing and signed by all Parties.

All Contract Exhibits listed below are incorporated in their entirety into, and form part of, this Contract. The Contract document and Exhibits shall have priority in the following order:

a) This Contract document
b) Contract Exhibit A, Scope of Work
c) Contract Exhibit B, Additional Special Contract Conditions
d) Contract Exhibit C, Special Contract Conditions
e) Contract Exhibit D, Price Sheet
f) Contract Exhibit E, Resume Self-Certification Form
g) Contract Exhibit F, Contractor Selection Justification Form
h) Contract Exhibit G, Contractor Performance Survey
i) Contract Exhibit H, Job Family Descriptions

DocuSign Envelope ID: CDFA141C-4F33-4F05-8D95-DAECE4365AC1

State Term Contract No. 80101507-23-STC-ITSA
for
Information Technology Staff Augmentation Services

III. Contract Management.

Department's Contract Manager:
Frank Miller
Division of State Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 360
Tallahassee, Florida 32399-0950
Telephone: (850) 488-8855
Email: frank.miller@dms.fl.gov

Contractor's Contract Manager:
Name: Peter Porebski
4 Corner Resources, LLC
Address:130 S. Orange Ave Ste 204
City, State, Zip: Orlando
Telephone: 407-872-1521
Email: peter@4cornerresources.com

This Contract is executed by the undersigned officials as duly authorized. This Contract is not valid and binding on all Parties until signed and dated by both Parties.

4 Corner Resources, LLC

DocuSigned by:
Peter Porebski
00C1C62B10A4493...

Name: Peter Porebski

Title: Operations Director

10/10/2023 | 10:56 AM PDT
Date:

STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES

DocuSigned by:
235E9FAF0CBC456...

Brandon Spencer, Chief Procurement Officer and Director of State Purchasing

10/13/2023 | 10:44 AM EDT
Date:

Exhibit A
Scope of Work

1. Purpose

To provide Customers with a State Term Contract (STC) for Information Technology Staff Augmentation Services, pursuant to the terms set forth in this Scope of Work.

The Department intends to issue a supplemental Invitation to Bid on an annual basis for the remaining term of the State Term Contract beginning in 2024. New Vendors may submit a bid for Prequalification annually. Additionally, current Vendors on the State Term Contract may submit supplemental bids annually beginning in 2024 to prequalify for additional Job Titles.

2. Definitions

Business Day – Monday through Friday, inclusive, except for those holidays specified in section 110.117, F.S., from 8:00 a.m. to 5:00 p.m., in the time zone the Customer is located.

Ceiling Rate – The maximum price a Contractor may charge for an associated Job Title or Scope Variant.

Confidential Information – Information that is trade secret or otherwise confidential or exempt from disclosure under Florida or federal law.

Contract – The written agreement between the Department and the Contractor resulting from 23-80101507-ITB.

Contractor – A Vendor that enters into a Contract with the Department as a result of 23-80101507-ITB.

Customer – A State Agency or Eligible User, as defined in Rule 60A-1.001, Florida Administrative Code (F.A.C.).

Department – The Department of Management Services, a State Agency.

Information Technology (IT) – as defined in 287.012(15), Florida Statutes (F.S.).

Information Technology (IT) Experience – Experience working in the computer science industry that involves performing IT services and utilizing equipment, hardware, software, firmware, programs, systems, networks, infrastructure, media, and related material.

Information Technology (IT) Staff Augmentation Contract Experience – Demonstrated prior work experience in the allocation and outsourcing of qualified IT Staff to augment a workforce on a temporary basis.

Job Family – A group of related Job Titles within Exhibit H, Job Family Descriptions.

Job Title – The position described within Exhibit H, Job Family Descriptions. The Job Family Descriptions document includes each Job Title's general characteristics and dimensions.

MyFloridaMarkerPlace (MFMP) – the State of Florida's eProcurement system and connects vendors with state government organizations that purchase goods and services.

Operational Formula – The day-to-day actions of a company that are guided by a policy or procedure that is prescribed for repetitive use as a practice, in accordance with agreed upon operations that are aimed at obtaining a desired outcome.

Principal Personnel – The management of the Contractor's company who makes operational decisions.

Proposed Price – The Vendor's maximum hourly rate for an associated Job Title or Scope Variant for the initial and renewal term. A "not to exceed" price.

Scope Variant – A gradation of experience within a Job Title.

Staff – The temporary staff provided by the Contractor or Contractor's subcontractor(s) to render information technology services identified by Customers.

State – The State of Florida.

3. Contractor's General Responsibilities

The Contractor, regardless of any delegation or subcontract entered by the Contractor, shall be responsible for the following when providing Information Technology Staff Augmentation Services:

3.1 The Contractor is responsible for the comprehensive management of Staff. Staff shall not be deemed an employee of the State or deemed to be entitled to any benefits associated with such employment and the Contractor shall be responsible for the administration and maintenance of all employment and payroll records, payroll processing, remittance of payroll and taxes, and all administrative tasks required by State and federal law associated with payment of Staff.

3.2 The Contractor shall provide Staff in accordance with Customer Request for Quotes (RFQ), and as described in Exhibit H, Job Family Descriptions document. Customers may include a detailed scope of work, specific requirements of the work to be performed, and any requirements of Staff within the Request for Quotes.

3.3 The Contractor shall possess the professional and technical Staff necessary to allocate, outsource, and manage qualified Staff to perform the services requested by the Customer.

3.4 The Contractor shall provide Customers with Staff who have sufficient skill and experience to perform the services assigned to them.

3.5 The Contractor is responsible for ensuring that all Information Technology Staff Augmentation Services furnished under the Contract meet the professional standards and quality that prevails among information technology professionals in the same discipline and of similar knowledge and skill engaged in related work throughout Florida under the same or similar circumstances.

3.6 The Contractor shall provide, at its own expense, any training necessary for keeping Contractor's Staff abreast of industry advances and for maintaining proficiency in equipment and systems that are available on the commercial market.

3.7 The Contractor shall, at its own expense, be responsible for adhering to the Contract background screening requirements, testing, evaluations, advertising, recruitment, and disciplinary actions of Contractor's Staff.

3.8 The Contractor, throughout the term of the Contract, shall maintain all licenses, permits, qualifications, insurance, and approvals of whatever nature that are legally required for Contractor and Staff to perform the Information Technology Staff Augmentation Services.

3.9 Contractor shall be responsible for all costs associated with the administration of this Contract.

3.10 The Contractor shall adhere to all work policies, procedures, and standards established by the Department and Customer.

3.11 The Contractor shall ensure that Staff conform with the Customer's policies in all respects while on the Customer's premises, and is responsible for obtaining all rules, regulations, policies, etc.

3.12 Contractor shall only provide Information Technology Staff Augmentation services for those Job Titles awarded to the Contractor and shall be paid on an hourly basis. Contracts resulting from this solicitation should not be structured as fixed-price agreements or used for any services requiring authorization for payment of milestone tasks.

4. Subcontracts and Staff

4.1 The Contractor is fully responsible for satisfactory completion of all work on this Contract. The Contractor shall ensure and provide assurances to the Department or Customer upon request, that any subcontractor(s) or Staff provided under this Contract has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Contract.

The Contractor must provide the Customer with the names of Staff considered for work on a purchase order issued under this Contract. The Customer shall retain the right to reject any Staff whose qualifications or performance, in the Customer's exclusive judgment, is insufficient.

4.2 The Contractor agrees to be responsible for all work performed and all expenses incurred by subcontractors and Staff while performing work under this Contract.

4.3 Any subcontract or Staff arrangements must be evidenced by a written document available to the Department or Customer.

4.4 The Contractor agrees to make payments to the subcontractor or Staff within seven working days after receipt of full or partial payments from the Customer in accordance with Section 287.0585, F.S., unless otherwise stated in the contract between Contractor and subcontractor or required by law.

4.5 The Contractor agrees that neither the Department nor the Customer shall be liable to any subcontractor or Staff for any expenses or liabilities incurred in furtherance of this Contract, and Contractor shall be solely liable to the subcontractor and Staff for all expenses and liabilities incurred under the Contractor's contract or subcontract. The Contractor, at its expense, shall defend the Customer and the Department against any subcontractor or Staff claims regarding compensation or payment.

4.6 The Department supports diversity in its procurements and contracts, and requests that Contractors who engage in subcontracting offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The Contractor may contact the Office of Supplier Diversity at osdinfo@dms.myflorida.com for information on certified business enterprises available for subcontracting opportunities.

5. Conduct of Employees and Staff

Contractor shall ensure that all of Contractor's employees and Staff provided under the Contract shall adhere to the standards of conduct prescribed in the Customer's personnel policy and procedure guidelines, particularly rules of conduct, security procedures, and any other applicable rules, regulations, policies, and procedures of the Customer, including but not limited to Rule Chapter 33-208, Florida Administrative Code. The Contractor shall ensure that all Staff and employees wear attire suitable for the position, either a standard uniform or business casual dress, identified by the Customer.

6. Contractor Security Clearance

Customers may designate certain duties and/or positions as positions of "special trust" because they involve special trust responsibilities, are located in sensitive locations, or have key capabilities with access to sensitive or confidential information. The designation of a special trust position or duties is at the sole discretion of the Customer. Contractor or Contractor's employees and Staff who, in the performance of this Contract, will be assigned to work in positions determined by the Customer to be positions of special trust, may be required to submit to background screening and be approved by the Customer to work on this Contract.

7. Purchasing Card

The State has implemented a purchasing card (P-Card). The Contractor may receive payments via the State's P-Card. P-Card acceptance for purchases is a mandatory requirement for the Contract but is not the exclusive method of payment. If the State changes its P-Card platform during the term of Contract, the Contractor shall make all necessary changes to accept payment via the State's new P-Card platform within 30 calendar days of notification of such change.

8. Purchase Order Requirements

Customers shall use a Request for Quote per section 287.056(2), Florida Statutes, when making purchases off of this State Term Contract. Customers shall issue Request for Quotes to at least 25 vendors approved to provide IT Staff Augmentation services in accordance with section 287.0591(5), Florida Statutes. Customers shall order services from the Request for Quote via a Purchase Order with the Customers' selected Contractor. The terms of the Purchase Order shall not conflict with the terms and conditions established by this Contract.

In accepting a Purchase Order, the Contractor recognizes its responsibility for all tasks and deliverables contained therein, warrants that it has fully informed itself of all relevant factors affecting accomplishment of the tasks and deliverables and agrees to be fully accountable for the performance thereof.

9. Request for Quotes

9.1 Customers needing Information Technology Staff Augmentation Services will issue a Request for Quote (RFQ) each time they desire to solicit Information Technology Staff Augmentation Services. The Customer shall issue a detailed RFQ that includes a term, service levels, educational qualifications and experience needed.

Pursuant to sections 287.056(2) and 287.0591(5), F.S., an Agency must ensure that a RFQ is issued to a minimum of 25 contracted vendors awarded to provide the applicable information Technology Staff Augmentation contractual services sought by the Agency. Some contractors are not contracted to provide all Job Titles, and the vendors selected to issue a RFQ to must have been awarded to provide the specific Job Title(s) as requested in the Agency RFQ.

9.2 Pursuant to section 287.056(2), F.S., RFQs performed within the scope of this Contract are not independent competitive solicitations and are not subject to the notice or challenge provisions of section 120.57(3), F.S.

9.3 While the specific format of the RFQ is left to the discretion of the agency, Customers will issue a RFQ document each time they desire to solicit Information Technology Staff Augmentation Services and shall send the RFQ document electronically via email or through MFMP to at least 25 Contractors that offer the specific awarded Job Title(s) sought by the Agency. When responding to a RFQ, Contractor must submit a completed Resume Self-Certification Form with the Contractor's response.

9.4 Customers issuing RFQs against this Contract should note when responses are due and when the Customer anticipates awarding the RFQ.

10. Resume Self-Certification Form

When submitting a response to an RFQ, the Contractor shall submit with its response a completed and signed Exhibit E, Resume Self-Certification Form to the Customer for each proposed Staff member identified in the RFQ response.

11. Ongoing Performance Measures

The Department intends to use performance-reporting tools in order to measure the performance of Contractor(s). These tools will include the Contractor Performance Survey (Exhibit G), to be completed by Customers on a quarterly basis. Such measures will allow the Department to better track Vendor performance through the term of the Contract(s) and ensure that Contractor(s) consistently provide quality services to the State and its Customers. The

Department reserves the right to modify the Contractor Performance Survey document and introduce additional performance-reporting tools as they are developed, including online tools (e.g. tools within MFMP or on the Department's website).

12. Holidays
The following days are observed as holidays by state agencies in accordance with section 110.117, F.S.:

- New Year's Day
- Birthday of Martin Luther King, Jr., third Monday in January
- Memorial Day
- Independence Day
- Labor Day
- Veterans' Day, November 11
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day

If any of these holidays falls on Saturday, the preceding Friday shall be observed as a holiday. If any of these holidays falls on Sunday, the following Monday shall be observed as a holiday. Customers may have additional holiday(s) observed specifically by the Customer which will be detailed in the Customer's order.

13. Contract Reporting
The Contractor shall report information on orders received from Customers associated with this Contract. The Contractor shall submit reports in accordance with the following schedule:

Report	Period Covered	Due Date
MFMP Transaction Fee Report	Calendar month	15 calendar days after the end of each month
Quarterly Sales Report	State's Fiscal Quarter	30 calendar days after close of the period
Diversity Report (submitted to the Customer)	State Fiscal Year	30 Business Days after close of the period

14. MFMP Transaction Fee Report
The Contractor is required to submit monthly MFMP Transaction Fee Reports in the Department's electronic format. Reports are due 15 calendar days after the end of the reporting period. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and vendor training presentations available online at the "Transaction Fee & Reporting" section and "Training for Vendors" subsections under the "Vendors" tab on the MFMP website. Assistance with Transaction Fee Reporting is also available from the MFMP Customer Service Desk by email at: VendorHelp@myfloridamarketplace.com or telephone 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

15. Quarterly Sales Reports
The Contractor shall submit a completed Quarterly Sales Report electronically, in the required format, to the Department's Contract Manager within thirty (30) calendar days after close of each quarter. The State's fiscal quarters close on September 30, December 31, March 31, and June 30. The quarterly sales report can be found here: https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_resources/quarterly_sales_report_format.

The Contract Quarterly Sales Report will include all sales and orders associated with this Contract from Customers received during the reporting period. Initiation and submission of the Sales Report is the responsibility of the Contractor without prompting or notification from the DMS Contract Manager.

Failure to provide the quarterly sales report will result in the imposition of financial consequences and may result in the Contractor being found in default and the termination of the Contract. Initiation and submission of the quarterly sales report are the responsibility of the Contractor without prompting or notification by the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded during the period, the Contractor must submit a report stating that there was no activity. If no sales are recorded in two consecutive quarters, the Contractor may be placed in probationary status or the Department may terminate the Contract.

Quarter 1 – (July-September) – due 30 calendar days after the close of the period
Quarter 2 – (October-December) – due 30 calendar days after the close of the period
Quarter 3 – (January-March) – due 30 calendar days after the close of the period
Quarter 4 – (April-June) due 30 calendar days after the close of the period

Exceptions may be made if a delay in submitting reports is attributable to circumstances that are clearly beyond the control of the Contractor. The burden of proof of unavoidable delay shall rest with the Contractor and shall be supplied in a written form and submitted to the Department.

The Department reserves the right to request additional sales information as needed.

16. Certified and Minority Business Enterprises Reports
Upon Customer request, the Contractor shall report to the requesting Customer the Contractor's spend with certified and other minority business enterprises in the provision of commodities or services related to the Customer's orders. These reports shall include the period covered, the name, minority code, and Federal Employer Identification Number of each minority business utilized during the period; commodities and services provided by the minority business enterprise, and the amount paid to each minority business enterprise on behalf of the Customer.

17. Ad Hoc Reports
The Department or Customer may require additional Contract information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit information in response to these specific ad hoc requests for reports within the specified amount of time as requested by the Department or Customer.

18. Business Review Meetings
In order to maintain the relationship between the Department and the Contractor, each quarter the Department may request a business review meeting. The business review meeting may include, but is not limited to, the following:

- Successful completion of deliverables
- Review of the Contractor's performance
- Review of minimum required reports
- Addressing of any elevated Customer issues
- Review of continuous improvement ideas that may help lower total costs and improve business efficiencies.

19. Financial Consequences

The Department reserves the right to impose financial consequences when the Contractor fails to comply with the requirements of the Contract. The following financial consequences will apply for the Contractor's non-performance under the Contract. The Customer and the Contractor may agree to add additional Financial Consequences on an as-needed basis beyond those stated herein to apply to that Customer's resultant contract or purchase order. The State of Florida reserves the right to withhold payment or implement other appropriate remedies, such as Contract termination or nonrenewal, when the Contractor has failed to comply with the provisions of the Contract. The Contractor and the Department agree that financial consequences for non-performance are an estimate of damages which are difficult to ascertain and are not penalties.

The financial consequences below will be paid and received by the Department of Management Services within 30 calendar days from the due date specified by the Department. These financial consequences below are individually assessed for failures over each target period beginning with the first full month or quarter of the Contract performance and every month or quarter, respectively, thereafter.

Deliverable	Performance Metric	Performance Due Date	Financial Consequence for Non-Performance
Contractor will timely submit completed Quarterly Sales Reports	All Quarterly Sales Reports will be submitted timely with the required information	Reports are due on or before the 30th calendar day after the close of each State fiscal quarter	$250 per Calendar Day late/not received by the Contract Manager
Contractor will timely submit completed MFMP Transaction Fee Reports	All MFMP Transaction Fee Reports will be submitted timely with the required information	Reports are due on or before the 15th calendar day after the close of each month	$100 per Calendar Day late/not received by the Contract Manager

Failure to timely provide Quarterly Sales Reports, transaction fee reports, or other reports as required will result in the imposition of financial consequences and repeated failures or non- payment of financial consequences owed under this Contract may result in the Contractor being found in default and the termination of the Contract.

No favorable action will be considered when Contractor has outstanding Contract Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation

owed to the Department or Customer, to include fees / monies, that is required under this Contract.

20. Routine Communications
All routine communications related to the Contract shall be sent to the Department's Contract Manager. If any of the Contractor's contract information changes during the life of the Contract, the Contractor shall notify the Department's Contract Manager; such updates do not necessitate a formal amendment to the Contract. Communications relating to a Customer contract or purchase order should be addressed to the contact person identified in the contract or purchase order. Routine communications may be my email, regular mail, or telephone.

21. Contract Transition
Upon Contract expiration or termination, the Contractor shall ensure a seamless transfer of Contract responsibilities with any subsequent Contractor necessary to transition the Products and services of the Contract. The incumbent Contractor assumes all expenses related to the contract transition.

22. Other Fees and Charges
Additional fees (including but not limited to, property taxes, fuel surcharges, interest fees, license fees, and late payment fees except where permitted by section 215.422(3)(b), F.S.) or fees not permitted elsewhere in the Contract are prohibited.

Department of MANAGEMENT SERVICES
We serve those who serve Florida

Exhibit B
ADDITIONAL SPECIAL CONTRACT CONDITIONS

A. Special Contract Conditions revisions: the corresponding subsections of the Special Contract Conditions referenced below are replaced in their entirety with the following:

2.2 Renewal.
Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(14), F.S.

3.2.2 Preferred Pricing
This section intentionally blank.

3.4 Purchase Order.
A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.7 Transaction Fees.
The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(24), F.S., all payments shall be assessed a Transaction Fee of one percent (1.0%), or as may otherwise be established by law, which the vendor shall pay to the State.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, the vendor shall pay the Transaction Fee pursuant to subsection 60A-1.031(2), F.A.C. By submission of these reports and corresponding

payments, vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

The vendor shall receive a credit for any Transaction Fee paid by the vendor for the purchase of any item(s) if such item(s) are returned to the vendor through no fault, act, or omission of the vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of the agreement.

Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or submission of required reporting of transactions shall constitute grounds for declaring the Vendor in default.

5.1 Conduct of Business.
The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c) and (g), F.S., are hereby incorporated by reference.

Nothing contained within this Contract shall be construed to prohibit the Contractor from disclosing information relevant to performance of the Contract or purchase order to members or staff of the Florida Senate or Florida House of Representatives.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a continuing oversight team.
The Contractor will comply with all applicable disclosure requirements set forth in section 286.101, F.S. In the event the Department of Financial Services issues the Contractor a final order determining a third or subsequent violation pursuant to section 286.101(7)(c), F.S., the Contractor shall immediately notify the Department and applicable Customers and shall be disqualified from Contract eligibility.

5.4 Convicted, Discriminatory, Antitrust Violator, and Suspended Vendor Lists.
In accordance with sections 287.133, 287.134, and 287.137, F.S., the Contractor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S. For purposes of this Contract, a person or affiliate who is on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List during the term of the Contract.

In accordance with section 287.1351, F.S., a vendor placed on the Suspended Vendor List may not enter into or renew a contract to provide any goods or services to an agency after its placement on the Suspended Vendor List.

A firm or individual placed on the Suspended Vendor List pursuant to section 287.1351, F.S., the Convicted Vendor List pursuant to section 287.133, F.S., the Antitrust Violator Vendor List pursuant to section 287.137, F.S., or the Discriminatory Vendor List pursuant to section 287.134, F.S., is immediately disqualified from Contract eligibility.

5.6 Cooperation with Inspector General and Records Retention.
Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration or termination of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

6.10 Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(6), F.A.C.

8.1.1 Termination of Contract.
The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F.S., made or received by the Contractor in conjunction with the Contract unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

8.1.2 Statutory Notice.
Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@DMS.FL.GOV, (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

(a) Keep and maintain public records required by the public agency to perform the service.

(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.

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

12.1 Performance or Compliance Audits.
The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, and the Office of the Auditor General shall also have authority to perform audits and inspections.

13.2 E-Verify.
The Contractor and its subcontractors shall register with and use the U.S. Department of Homeland Security's (DHS) E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor in accordance with section 448.095, F.S. The Contractor shall obtain an affidavit from its subcontractors in accordance with paragraph (5)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract.

B. Special Contract Conditions additions: the following subsection is added to the Special Contract Conditions:

12.3 Document Inspection.
In accordance with section 216.1366, F.S., the Department or a state agency is authorized to inspect the: (a) financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Contractor which the Department or state agency determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department or a state agency within 10 Business Days after the request is made.

SPECIAL CONTRACT CONDITIONS
JULY 1, 2019 VERSION

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In accordance with Rule 60A-1.002(7), F.A.C., Form PUR 1000 is included herein by reference but is superseded in its entirety by these Special Contract Conditions.

SECTION 1. DEFINITION.

The following definition applies in addition to the definitions in Chapter 287, Florida Statutes (F.S.), and Rule Chapter 60A-1, Florida Administrative Code (F.A.C.):

1.1 Customer.
The agency or eligible user that purchases commodities or contractual services pursuant to the Contract.

SECTION 2. CONTRACT TERM AND TERMINATION.

2.1 Initial Term.
The initial term will begin on the date set forth in the Contract documents or on the date the Contract is signed by all Parties, whichever is later.

2.2 Renewal.
Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(13), F.S.

2.3 Suspension of Work and Termination.

2.3.1 Suspension of Work.
The Department may, at its sole discretion, suspend any or all activities under the Contract, at any time, when it is in the best interest of the State of Florida to do so. The Customer may suspend a resulting contract or purchase order, at any time, when in the best interest of the Customer to do so. The Department or Customer will provide the Contractor written notice outlining the particulars of the suspension. After receiving a suspension notice, the Contractor must comply with the notice and will cease the performance of the Contract or purchase order. Suspension of work will not entitle the Contractor to any additional compensation. The Contractor will not resume performance of the Contract or purchase order until so authorized by the Department.

2.3.2 Termination for Convenience.
The Contract may be terminated by the Department in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before performance is completed, the Contractor will be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

2.3.3 Termination for Cause.
If the performance of the Contractor is not in compliance with the Contract requirements or the Contractor has defaulted, the Department may:

(a) immediately terminate the Contract;
(b) notify the Contractor of the noncompliance or default, require correction, and specify the date by which the correction must be completed before the Contract is terminated; or
(c) take other action deemed appropriate by the Department.

SECTION 3. PAYMENT AND FEES.

3.1 Pricing.
The Contractor will not exceed the pricing set forth in the Contract documents.

3.2 Price Decreases.
The following price decrease terms will apply to the Contract:

3.2.1 Quantity Discounts. Contractor may offer additional discounts for one-time delivery of large single orders;

3.2.2 Preferred Pricing. The Contractor guarantees that the pricing indicated in this Contract is a maximum price. Additionally, Contractor's pricing will not exceed the pricing offered under comparable contracts. Comparable contracts are those that are similar in size, scope, and terms. In compliance with section 216.0113, F.S., Contractor must annually submit an affidavit from the Contractor's authorized representative attesting that the Contract complies with this clause.

3.2.3 Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, the Contractor may conduct sales promotions involving price reductions for a specified lesser period. The Contractor must submit documentation identifying the proposed: (1) starting and ending dates of the promotion, (2) commodities or contractual services involved, and (3) promotional prices compared to then-authorized prices.

3.3 Payment Invoicing.
The Contractor will be paid upon submission of invoices to the Customer after delivery and acceptance of commodities or contractual services is confirmed by the Customer. Invoices must contain sufficient detail for an audit and contain the Contract Number and the Contractor's Federal Employer Identification Number.

3.4 Purchase Order.
A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.5 Travel.
Travel expenses are not reimbursable unless specifically authorized by the Customer in writing and may be reimbursed only in accordance with section 112.061, F.S.

3.6 Annual Appropriation.
Pursuant to section 287.0582, F.S., if the Contract binds the State of Florida or an agency for the purchase of services or tangible personal property for a period in excess of one fiscal year, the State of Florida's performance and obligation to pay under the Contract is contingent upon an annual appropriation by the Legislature.

3.7 Transaction Fees.
The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), F.S. All payments issued by Customers to registered Vendors for purchases of commodities or contractual services will be assessed Transaction Fees as prescribed by rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors must pay the Transaction Fees and agree to automatic deduction of the Transaction Fees when automatic deduction becomes available. Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or reporting of transactions will constitute grounds for declaring the Vendor in default and subject the Vendor to exclusion from business with the State of Florida.

3.8 Taxes.
Taxes, customs, and tariffs on commodities or contractual services purchased under the Contract will not be assessed against the Customer or Department unless authorized by Florida law.

3.9 Return of Funds.
Contractor will return any overpayments due to unearned funds or funds disallowed pursuant to the terms of the Contract that were disbursed to the Contractor. The Contractor must return any overpayment within forty (40) calendar days after either discovery by the Contractor, its independent auditor, or notification by the Department or Customer of the overpayment.

SECTION 4. CONTRACT MANAGEMENT.

4.1 Composition and Priority.
The Contractor agrees to provide commodities or contractual services to the Customer as specified in the Contract. Additionally, the terms of the Contract supersede the terms of all prior agreements between the Parties on this subject matter.

4.2 Notices.
All notices required under the Contract must be delivered to the designated Contract Manager in a manner identified by the Department.

4.3 Department's Contract Manager.
The Department's Contract Manager, who is primarily responsible for the Department's oversight of the Contract, will be identified in a separate writing to the Contractor upon Contract signing in the following format:

Department's Contract Manager Name

Department's Name
Department's Physical Address
Department's Telephone #
Department's Email Address

If the Department changes the Contract Manager, the Department will notify the Contractor. Such a change does not require an amendment to the Contract.

4.4 Contractor's Contract Manager.
The Contractor's Contract Manager, who is primarily responsible for the Contractor's oversight of the Contract performance, will be identified in a separate writing to the Department upon Contract signing in the following format:

Contractor's Contract Manager Name
Contractor's Name
Contractor's Physical Address
Contractor's Telephone #
Contractor's Email Address

If the Contractor changes its Contract Manager, the Contractor will notify the Department. Such a change does not require an amendment to the Contract.

4.5 Diversity.

4.5.1 Office of Supplier Diversity.
The State of Florida supports its diverse business community by creating opportunities for woman-, veteran-, and minority-owned small business enterprises to participate in procurements and contracts. The Department encourages supplier diversity through certification of woman-, veteran-, and minority-owned small business enterprises and provides advocacy, outreach, and networking through regional business events. For additional information, please contact the Office of Supplier Diversity (OSD) at osdinfo@dms.myflorida.com.

4.5.2 Diversity Reporting.
Upon request, the Contractor will report to the Department its spend with business enterprises certified by the OSD. These reports must include the time period covered, the name and Federal Employer Identification Number of each business enterprise utilized during the period, commodities and contractual services provided by the business enterprise, and the amount paid to the business enterprise on behalf of each agency purchasing under the Contract.

4.6 RESPECT.
Subject to the agency determination provided for in section 413.036, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES THAT ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM A NONPROFIT AGENCY FOR THE BLIND OR FOR THE SEVERELY HANDICAPPED THAT IS QUALIFIED PURSUANT TO CHAPTER 413, FLORIDA STATUTES, IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 413.036(1) AND (2), FLORIDA STATUTES;

AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THE STATE AGENCY INSOFAR AS DEALINGS WITH SUCH QUALIFIED NONPROFIT AGENCY ARE CONCERNED.

Additional information about RESPECT and the commodities or contractual services it offers is available at https://www.respectofflorida.org.

4.7 PRIDE.
Subject to the agency determination provided for in sections 287.042(1) and 946.515, F.S., the following statement applies:

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ARTICLES WHICH ARE THE SUBJECT OF, OR REQUIRED TO CARRY OUT, THIS CONTRACT SHALL BE PURCHASED FROM THE CORPORATION IDENTIFIED UNDER CHAPTER 946, F.S., IN THE SAME MANNER AND UNDER THE SAME PROCEDURES SET FORTH IN SECTION 946.515(2) AND (4), F.S.; AND FOR PURPOSES OF THIS CONTRACT THE PERSON, FIRM, OR OTHER BUSINESS ENTITY CARRYING OUT THE PROVISIONS OF THIS CONTRACT SHALL BE DEEMED TO BE SUBSTITUTED FOR THIS AGENCY INSOFAR AS DEALINGS WITH SUCH CORPORATION ARE CONCERNED.

Additional information about PRIDE and the commodities or contractual services it offers is available at https://www.pride-enterprises.org.

SECTION 5. COMPLIANCE WITH LAWS.

5.1 Conduct of Business.
The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c), and (g), F.S., are hereby incorporated by reference.

5.2 Dispute Resolution, Governing Law, and Venue.
Any dispute concerning performance of the Contract shall be decided by the Department's designated Contract Manager, who will reduce the decision to writing and serve a copy on the Contractor. The decision of the Contract Manager shall be final and conclusive. Exhaustion of this administrative remedy is an absolute condition precedent to the Contractor's ability to pursue legal action related to the Contract or any other form of dispute resolution. The laws of the State of Florida govern the Contract. The Parties submit to the jurisdiction of the courts of the State of Florida exclusively for any legal action related to the Contract. Further, the Contractor hereby waives all privileges and rights relating to venue it may have under Chapter 47, F.S., and all such venue privileges and rights it may have under any other statute, rule, or case law, including, but not limited to, those based on convenience. The Contractor hereby submits to venue in the county chosen by the Department.

5.3 Department of State Registration.

Consistent with Title XXXVI, F.S., the Contractor and any subcontractors that assert status, other than a sole proprietor, must provide the Department with conclusive evidence of a certificate of status, not subject to qualification, if a Florida business entity, or of a certificate of authorization if a foreign business entity.

5.4 Suspended, Convicted, and Discriminatory Vendor Lists.
In accordance with sections 287.042, 287.133, and 287.134, F.S., an entity or affiliate who is on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Suspended Vendor List, Convicted Vendor List, or Discriminatory Vendor List during the term of the Contract.

5.5 Scrutinized Companies - Termination by the Department.
The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.6 Cooperation with Inspector General and Records Retention.
Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

SECTION 6. MISCELLANEOUS.

6.1 Subcontractors.
The Contractor will not subcontract any work under the Contract without prior written consent of the Department. The Contractor is fully responsible for satisfactory completion of all its subcontracted work. The Department supports diversity in its procurements and contracts, and requests that the Contractor offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The

Contractor may contact the OSD at osdhelp@dms.myflorida.com for information on certified small business enterprises available for subcontracting opportunities.

6.2 Assignment.
The Contractor will not sell, assign, or transfer any of its rights, duties, or obligations under the Contract without the prior written consent of the Department. However, the Contractor may waive its right to receive payment and assign same upon notice to the Department. In the event of any assignment, the Contractor remains responsible for performance of the Contract, unless such responsibility is expressly waived by the Department. The Department may assign the Contract with prior written notice to the Contractor.

6.3 Independent Contractor.
The Contractor and its employees, agents, representatives, and subcontractors are independent contractors and not employees or agents of the State of Florida and are not entitled to State of Florida benefits. The Department and Customer will not be bound by any acts or conduct of the Contractor or its employees, agents, representatives, or subcontractors. The Contractor agrees to include this provision in all its subcontracts under the Contract.

6.4 Inspection and Acceptance of Commodities.

6.4.1 Risk of Loss.
Matters of inspection and acceptance are addressed in section 215.422, F.S. Until acceptance, risk of loss or damage will remain with the Contractor. The Contractor will be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer will: record any evidence of visible damage on all copies of the delivering carrier's bill of lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's bill of lading and damage inspection report.

6.4.2 Rejected Commodities.
When a Customer rejects a commodity, Contractor will remove the commodity from the premises within ten (10) calendar days after notification of rejection, and the risk of loss will remain with the Contractor. Commodities not removed by the Contractor within ten (10) calendar days will be deemed abandoned by the Contractor, and the Customer will have the right to dispose of such commodities. Contractor will reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected commodities.

6.5 Safety Standards.
Performance of the Contract for all commodities or contractual services must comply with requirements of the Occupational Safety and Health Act and other applicable State of Florida and federal requirements.

6.6 Ombudsman.
A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this office are found in section 215.422, F.S., which include disseminating information relative to prompt payment and assisting contractors in receiving their payments in a timely manner from a Customer. The Vendor Ombudsman may be contacted at (850) 413-5516.

6.7 Time is of the Essence.
Time is of the essence regarding every obligation of the Contractor under the Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

6.8 Waiver.
The delay or failure by the Department or the Customer to exercise or enforce any rights under the Contract will not constitute waiver of such rights.

6.9 Modification and Severability.
The Contract may only be modified by written agreement between the Department and the Contractor. Should a court determine any provision of the Contract is invalid, the remaining provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Contract did not contain the provision held invalid.

6.10 Cooperative Purchasing.
Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(5), F.A.C.

SECTION 7. LIABILITY AND INSURANCE.

7.1 Workers' Compensation Insurance.
The Contractor shall maintain workers' compensation insurance as required under the Florida Workers' Compensation Law or the workers' compensation law of another jurisdiction where applicable. The Contractor must require all subcontractors to similarly provide workers' compensation insurance for all of the latter's employees. In the event work is being performed by the Contractor under the Contract and any class of employees performing the work is not protected under Workers' Compensation statutes, the Contractor must provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of employees not otherwise protected.

7.2 General Liability Insurance.
The Contractor must secure and maintain Commercial General Liability Insurance, including bodily injury, property damage, products, personal and advertising injury, and completed operations. This insurance must provide coverage for all claims that may arise from performance of the Contract or completed operations, whether by the Contractor or anyone directly or indirectly employed by the Contractor. Such insurance must include the State of Florida as an additional insured for the entire length of the resulting contract. The Contractor is responsible for determining the minimum limits of liability necessary to provide reasonable financial protections to the Contractor and the State of Florida under the resulting contract.

7.3 Florida Authorized Insurers.

All insurance shall be with insurers authorized and eligible to transact the applicable line of insurance business in the State of Florida. The Contractor shall provide Certification(s) of Insurance evidencing that all appropriate coverage is in place and showing the Department to be an additional insured.

7.4 Performance Bond.
Unless otherwise prohibited by law, the Department may require the Contractor to furnish, without additional cost to the Department, a performance bond or irrevocable letter of credit or other form of security for the satisfactory performance of work hereunder. The Department shall determine the type and amount of security.

7.5 Indemnification.
To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgments, or damages, including consequential, special, indirect, and punitive damages, including court costs and attorney's fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract, as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting this indemnification, the Customer may provide the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

7.6 Limitation of Liability.
Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

SECTION 8. PUBLIC RECORDS, TRADE SECRETS, DOCUMENT MANAGEMENT, AND INTELLECTUAL PROPERTY.

8.1 Public Records.

8.1.1 Termination of Contract.

The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F. S., made or received by the Contractor in conjunction with the Contract.

8.1.2 Statutory Notice.
Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS, AND MAILING ADDRESS PROVIDED IN THE RESULTING CONTRACT OR PURCHASE ORDER.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

(a) Keep and maintain public records required by the public agency to perform the service.
(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.
(d) Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

8.2 Protection of Trade Secrets or Otherwise Confidential Information.

8.2.1 Contractor Designation of Trade Secrets or Otherwise Confidential Information.
If the Contractor considers any portion of materials to be trade secret under section 688.002 or 812.081, F.S., or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as trade secret or otherwise confidential when submitted to the Department. The Contractor will be

responsible for responding to and resolving all claims for access to Contract-related materials it has designated trade secret or otherwise confidential.

8.2.2 Public Records Requests.
If the Department receives a public records request for materials designated by the Contractor as trade secret or otherwise confidential under Florida or federal law, the Contractor will be responsible for taking the appropriate legal action in response to the request. If the Contractor fails to take appropriate and timely action to protect the materials designated as trade secret or otherwise confidential, the Department will provide the materials to the requester.

8.2.3 Indemnification Related to Confidentiality of Materials.
The Contractor will protect, defend, indemnify, and hold harmless the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of materials as trade secret or otherwise confidential.

8.3 Document Management.
The Contractor must retain sufficient documentation to substantiate claims for payment under the Contract and all other records, electronic files, papers, and documents that were made in relation to this Contract. The Contractor must retain all documents related to the Contract for five (5) years after expiration of the Contract or, if longer, the period required by the General Records Schedules maintained by the Florida Department of State available at the Department of State's Records Management website.

8.4 Intellectual Property.

8.4.1 Ownership.
Unless specifically addressed otherwise in the Contract, the State of Florida shall be the owner of all intellectual property rights to all property created or developed in connection with the Contract.

8.4.2 Patentable Inventions or Discoveries.
Any inventions or discoveries developed in the course, or as a result, of services in connection with the Contract that are patentable pursuant to 35 U.S.C. § 101 are the sole property of the State of Florida. Contractor must inform the Customer of any inventions or discoveries developed or made through performance of the Contract, and such inventions or discoveries will be referred to the Florida Department of State for a determination on whether patent protection will be sought. The State of Florida will be the sole owner of all patents resulting from any invention or discovery made through performance of the Contract.

8.4.3 Copyrightable Works.
Contractor must notify the Department or State of Florida of any publications, artwork, or other copyrightable works developed in connection with the Contract. All copyrights created or developed through performance of the Contract are owned solely by the State of Florida.

SECTION 9. DATA SECURITY.

The Contractor will maintain the security of State of Florida data including, but not limited to, maintaining a secure area around any displayed visible data and ensuring data is stored and secured when not in use. The Contractor and subcontractors will not perform any of the services from outside of the United States, and the Contractor will not allow any State of Florida data to be sent by any medium, transmitted, or accessed outside the United States due to Contractor's action or inaction. In the event of a security breach involving State of Florida data, the Contractor shall give notice to the Customer and the Department within one business day. "Security breach" for purposes of this section will refer to a confirmed event that compromises the confidentiality, integrity, or availability of data. Once a data breach has been contained, the Contractor must provide the Department with a post-incident report documenting all containment, eradication, and recovery measures taken. The Department reserves the right in its sole discretion to enlist a third party to audit Contractor's findings and produce an independent report, and the Contractor will fully cooperate with the third party. The Contractor will also comply with all HIPAA requirements and any other state and federal rules and regulations regarding security of information.

SECTION 10. GRATUITIES, LOBBYING, AND COMMUNICATIONS.

10.1 Gratuities.
The Contractor will not, in connection with this Contract, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State of Florida officer's or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State of Florida officer or employee.

10.2 Lobbying.
In accordance with sections 11.062 and 216.347, F.S., Contract funds are not to be used for the purpose of lobbying the Legislature, the judicial branch, or the Department. Pursuant to section 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract after the Contract is executed and during the Contract term.

10.3 Communications.

10.3.1 Contractor Communication or Disclosure.
The Contractor shall not make any public statements, press releases, publicity releases, or other similar communications 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 in compliance with the Contract, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

10.3.2 Use of Customer Statements.
The Contractor shall not use any statement attributable to the Customer or its employees for the Contractor's promotions, press releases, publicity releases, marketing, corporate communications, or other similar communications, without first notifying the Customer's Contract Manager and securing the Customer's prior written consent.

SECTION 11. CONTRACT MONITORING.

11.1 Performance Standards.
The Contractor agrees to perform all tasks and provide deliverables as set forth in the Contract. The Department and the Customer will be entitled at all times, upon request, to be advised as to the status of work being done by the Contractor and of the details thereof.

11.2 Performance Deficiencies and Financial Consequences of Non-Performance.

11.2.1 Proposal of Corrective Action Plan.
In addition to the processes set forth in the Contract (e.g., service level agreements), if the Department or Customer determines that there is a performance deficiency that requires correction by the Contractor, then the Department or Customer will notify the Contractor. The correction must be made within a time-frame specified by the Department or Customer. The Contractor must provide the Department or Customer with a corrective action plan describing how the Contractor will address all performance deficiencies identified by the Department or Customer.

11.2.2 Retainage for Unacceptable Corrective Action Plan or Plan Failure.
If the corrective action plan is unacceptable to the Department or Customer, or implementation of the plan fails to remedy the performance deficiencies, the Department or Customer will retain ten percent (10%) of the total invoice amount. The retainage will be withheld until the Contractor resolves the performance deficiencies. If the performance deficiencies are resolved, the Contractor may invoice the Department or Customer for the retained amount. If the Contractor fails to resolve the performance deficiencies, the retained amount will be forfeited to compensate the Department or Customer for the performance deficiencies.

11.3 Performance Delay.

11.3.1 Notification.
The Contractor will promptly notify the Department or Customer upon becoming aware of any circumstances that may reasonably be expected to jeopardize the timely and successful completion (or delivery) of any commodity or contractual service. The Contractor will use commercially reasonable efforts to avoid or minimize any delays in performance and will inform the Department or the Customer of the steps the Contractor is taking or will take to do so, and the projected actual completion (or delivery) time. If the Contractor believes a delay in performance by the Department or the Customer has caused or will cause the Contractor to be unable to perform its obligations on time, the Contractor will promptly so notify the Department and use commercially reasonable efforts to perform its obligations on time notwithstanding the Department's delay.

11.3.2 Liquidated Damages.
The Contractor acknowledges that delayed performance will damage the DepartmentCustomer, but by their nature such damages are difficult to ascertain. Accordingly, the liquidated damages provisions stated in the Contract documents will apply. Liquidated damages are not intended to be a penalty and are solely intended to compensate for damages.

11.4 Force Majeure, Notice of Delay, and No Damages for Delay.

The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

SECTION 12. CONTRACT AUDITS.

12.1 Performance or Compliance Audits.
The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, the Office of the Auditor General also have authority to perform audits and inspections.

12.2 Payment Audit.
Records of costs incurred under terms of the Contract will be maintained in accordance with section 8.3 of these Special Contract Conditions. Records of costs incurred will include the Contractor's general accounting records, together with supporting documents and records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Department, the State of Florida's Chief Financial Officer, or the Office of the Auditor General.

SECTION 13. BACKGROUND SCREENING AND SECURITY.

13.1 Background Check.
The Department or Customer may require the Contractor to conduct background checks of its employees, agents, representatives, and subcontractors as directed by the Department or Customer. The cost of the background checks will be borne by the Contractor. The Department or Customer may require the Contractor to exclude the Contractor's employees, agents, representatives, or subcontractors based on the background check results. In addition, the Contractor must ensure that all persons have a responsibility to self-report to the Contractor within three (3) calendar days any arrest for any disqualifying offense. The Contractor must notify the Contract Manager within twenty-four (24) hours of all details concerning any reported arrest. Upon the request of the Department or Customer, the Contractor will re-screen any of its employees, agents, representatives, and subcontractors during the term of the Contract.

13.2 E-Verify.
The Contractor must use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Contract for the services specified in the Contract. The Contractor must also include a requirement in subcontracts that the subcontractor must utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. In order to implement this provision, the Contractor must provide a copy of its DHS Memorandum of Understanding (MOU) to the Contract Manager within five (5) calendar days of Contract execution. If the Contractor is not enrolled in DHS E-Verify System, it will do so within five (5) calendar days of notice of Contract award and provide the Contract Manager a copy of its MOU within five (5) calendar days of Contract execution. The link to E-Verify is https://www.uscis.gov/e-verify. Upon each Contractor or subcontractor new hire, the Contractor must provide a statement within five (5) calendar days to the Contract Manager identifying the new hire with its E-Verify case number.

13.3 Disqualifying Offenses.
If at any time it is determined that a person has been found guilty of a misdemeanor or felony offense as a result of a trial or has entered a plea of guilty or nolo contendere, regardless of whether adjudication was withheld, within the last six (6) years from the date of the court's determination for the crimes listed below, or their equivalent in any jurisdiction, the Contractor is required to immediately remove that person from any position with access to State of Florida data or directly performing services under the Contract. The disqualifying offenses are as follows:

(a) Computer related crimes;
(b) Information technology crimes;

(c) Fraudulent practices;
(d) False pretenses;
(e) Frauds;
(f) Credit card crimes;
(g) Forgery;
(h) Counterfeiting;
(i) Violations involving checks or drafts;
(j) Misuse of medical or personnel records; and
(k) Felony theft.

13.4 Confidentiality.
The Contractor must maintain confidentiality of all confidential data, files, and records related to the commodities or contractual services provided pursuant to the Contract and must comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057, F.S. The Contractor's confidentiality procedures must be consistent with the most recent version of the Department security policies, protocols, and procedures. The Contractor must also comply with any applicable professional standards with respect to confidentiality of information.

SECTION 14. WARRANTY OF CONTRACTOR'S ABILITY TO PERFORM.

The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the Suspended Vendor List, Convicted Vendor List, or the Discriminatory Vendor List, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Department in writing if its ability to perform is compromised in any manner during the term of the Contract.

Information Technology Staff Augmentation Services
Contract No. 80101507-23-STC-ITSA

Exhibit E
Resume Self-Certification Form

The Contractor's candidates shall complete this Resume Self-Certification Form. Completed Resume Self-Certification Forms shall be submitted within the Contractor's response to Customer's Request for Quotes.

"I the undersigned do hereby certify, under the penalty of perjury, that information in my resume submitted for consideration of the State of Florida contract position is true, correct, complete, and made in good faith to the best of my knowledge and belief. If an omission, falsification, misstatement, or misrepresentation has been made regarding my education, work ability, experience, employment history, and/or fitness for employment as a contractor, I may be disqualified as a contractor, and the matter will be reported to appropriate agency or law enforcement personnel. I understand that there may be civil and/or criminal penalties for misrepresenting pertinent information in connection with contract positions, including, but not limited to, penalties available under sections 287.133 or 817.566, Florida Statutes. I further understand that if I am not a United States citizen, violation cases may be reported to the US Department of Homeland Security for potential deportation."

"In addition, I the undersigned do hereby consent to the release of my information by employers, educational institutions, law enforcement agencies, and other individuals and organizations to investigators and other authorized agents of Florida for verification and investigation purposes. I understand that any documents submitted to procure a contract(s) with the State of Florida, including resumes, are public records."

_____
Print Full Legal Name of Candidate

_____ _____
Candidate's Signature Date

_____ _____
Candidate's Form of Identification Presented Identification number

_____ _____ _____ _____
Contractor's Witness Signature One Date Contractor's Witness Signature Two Date

_____ _____
Print Name Contractor's Witness One Print Name Contractor's Witness Two

Information Technology Staff Augmentation Services
Contract No. 80101507-23-STC-ITSA

Exhibit F
Contractor Selection Justification Form

Customers shall complete this Contractor Selection Justification Form for each candidate selected and attach all completed forms to the purchase order.

Date: _____

Contractor's Name: _____

Contractor's Contact Information:
Address: _____
_____
_____
Phone: _____
Email: _____

Candidate's Name: _____

Date Candidate will be available: _____

Hourly rate of candidate: $_____

Position candidate recommended for: _____

Justification for selection of candidate:
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

Agency: _____ Division/Section/Unit: _____

Printed Name: _____ Title: _____

Signature _____ Date: _____

Information Technology Staff Augmentation Services
Contract No. 80101507-23-STC-ITSA

Exhibit G
Contractor Performance Survey

Note: This is an example of the questions contained in the Contractor Performance Survey. The actual survey will be provided in electronic form. Customers shall complete this Contractor Performance Survey for each Contractor on a quarterly basis. Customers will electronically submit the completed Contractor Performance Survey(s) to the Department Contract Manager no later than the due date indicated Attachment A, Scope of Work.

Contractor's Name: _____ Quarter: _____

Purchase Order (PO) Number: _____ PO Total $ Amount: _____

PO Starting Date _____ Ending Date _____

Please review the attached Rating Definitions and provide your opinion by rating the following:

Quality of Service

1. Effectiveness performing tasks 3 ❒ 2 ❒ 1 ❒
2. Quality & completeness of work 3 ❒ 2 ❒ 1 ❒

Cost Control

3. Accurately estimated and controlled costs to complete work 3 ❒ 2 ❒ 1 ❒
4. Submitted, timely, accurate & complete invoices 3 ❒ 2 ❒ 1 ❒

Timeliness of Performance

5. Adherence to delivery schedule (major tasks, milestones) 3 ❒ 2 ❒ 1 ❒
6. Timely, current & complete reporting, tracking & documentation 3 ❒ 2 ❒ 1 ❒

Business Relations

7. Effectively communicated with Agency management & staff 3 ❒ 2 ❒ 1 ❒
8. Contractor staff was professional, cooperative & flexible 3 ❒ 2 ❒ 1 ❒

Customer Satisfaction

9. Overall Satisfaction with Contractor 3 ❒ 2 ❒ 1 ❒

Comments:

_____

_____

Agency: _____ Division/Section/Unit: _____

Rater's Printed Name: _____ Title: _____

Rater's Signature _____ Date: _____

Phone Number: _____ Email Address: _____

Contractor Performance Survey
Rating Definitions

Excellent (3)

- There are no quality problems.
- There are no cost issues.
- There are no delays.
- Responses to inquiries, technical, service, and administrative issues are effective and responsive.

Acceptable (2)

- Non-conformances do not impact achievement of contract requirements.
- Cost issues do not impact achievement of contract requirements.
- Delays do not impact achievement of contract requirements.
- Response to inquiries, technical, service, and administrative issues is usually effective and responsive.

Poor (1)

- Non-conformances are compromising the achievement of contract requirements.
- Cost issues are compromising performance of contract requirements.
- Delays are compromising the achievement of contract requirements.
- Response to inquiries, technical, service, and administrative issues is not effective and responsive.

Scoring: Ratings will be averaged together and then rounded to achieve the Overall Contractor Performance Rating.

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CONTRACT AMENDMENT NO.: 1
Contract No.: 80101507-23-STC-ITSA
Contract Name: Information Technology Staff Augmentation Services

This Contract Amendment to Contract No. 80101507-23-STC-ITSA ("Contract") is made by the State of Florida, Department of Management Services ("Department") and 4 Corner Resources, LLC ("Contractor"), collectively referred to herein as the "Parties."

WHEREAS the Parties entered into the Contract which became effective on October 13, 2023 for the provision of Information Technology Staff Augmentation Services;

WHEREAS the Parties agreed that the Contract may be amended by mutal agreement as provided in Exhibit C, Special Contract Conditions (Florida), subsection 6.9, Modification and Severability.

ACCORDINGLY, and in consideration of the mutual promises contained in the Contract documents, the Parties agree as follows:

I. Contract Amendment.

A. Contract Exhibit A, Scope of Work, is hereby deleted and replaced in its entirety with the attached Exhibit A, Scope of Work, which is incorporated into the Contract by reference herein.

B. Contract Exhibit B, Additional Special Contract Conditions, is hereby deleted in its entirety and replaced with the attached Exhibit B, Additional Special Contract Conditions, which is incorporated into the ACS by reference herein.

C. Contract Exhibit I, PUR 1355: Foreign Country of Concern Attestation, is hereby incorporated in its entirety to the ACS by reference herein.

IV. Warranty of Authority. Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

V. Conflict. To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.

VI. Effect. Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect. This Amendment is effective when signed by both Parties.

IN WITNESS WHEREOF, the Parties have executed this Amendment by their duly authorized representatives.

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Department of MANAGEMENT SERVICES
We serve those who serve Florida

CONTRACT AMENDMENT NO.: 1
Contract No.: 80101507-23-STC-ITSA
Contract Name: Information Technology Staff Augmentation Services

State of Florida:
Department of Management Services

By: DocuSigned by: 235E9FAF9CBC456...

Name: Brandon Spencer
Title: Chief Procurement Officer and Director of State Purchasing
Date: 4/10/2024 | 9:45 AM EDT

Contractor:
4 Corner Resources, LLC

By: DocuSigned by: Peter Porebski 99C1C62B10A1493...

Name: Peter Porebski
Title: Operations Director
Date: 4/9/2024 | 7:39 AM PDT

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Exhibit A
Scope of Work

1. Purpose

To provide Customers with a State Term Contract (STC) for Information Technology Staff Augmentation Services, pursuant to the terms set forth in this Scope of Work. The Department intends to issue a supplemental Invitation to Bid on an annual basis for the remaining term of the State Term Contract beginning in 2024. New Vendors may submit a bid for Prequalification annually. Additionally, current Vendors on the State Term Contract may submit supplemental bids annually beginning in 2024 to prequalify for additional Job Titles.

2. Definitions

Business Day – Monday through Friday, inclusive, except for those holidays specified in section 110.117, F.S., from 8:00 a.m. to 5:00 p.m., in the time zone the Customer is located.

Ceiling Rate – The maximum price a Contractor may charge for an associated Job Title or Scope Variant.

Confidential Information – Information that is trade secret or otherwise confidential or exempt from disclosure under Florida or federal law.

Contract – The written agreement between the Department and the Contractor resulting from 23-80101507-ITB.

Contractor – A Vendor that enters into a Contract with the Department as a result of 23-80101507-ITB.

Customer – A State Agency or Eligible User, as defined in Rule 60A-1.001, Florida Administrative Code (F.A.C.).

Department – The Department of Management Services, a State Agency.

Information Technology (IT) – as defined in 287.012(15), Florida Statutes (F.S.).

Information Technology (IT) Experience – Experience working in the computer science industry that involves performing IT services and utilizing equipment, hardware, software, firmware, programs, systems, networks, infrastructure, media, and related material.

Information Technology (IT) Staff Augmentation Contract Experience – Demonstrated prior work experience in the allocation and outsourcing of qualified IT Staff to augment a workforce on a temporary basis.

Job Family – A group of related Job Titles within Exhibit H, Job Family Descriptions.

Job Title – The position described within Exhibit H, Job Family Descriptions. The Job Family Descriptions document includes each Job Title's general characteristics and dimensions.

MyFloridaMarketPlace (MFMP) – the State of Florida's eProcurement system and connects vendors with state government organizations that purchase goods and services.

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Operational Formula – The day-to-day actions of a company that are guided by a policy or procedure that is prescribed for repetitive use as a practice, in accordance with agreed upon operations that are aimed at obtaining a desired outcome.

Principal Personnel – The management of the Contractor's company who makes operational decisions.

Proposed Price – The Vendor's maximum hourly rate for an associated Job Title or Scope Variant for the initial and renewal term. A "not to exceed" price.

Scope Variant – A gradation of experience within a Job Title.

Staff – The temporary staff provided by the Contractor or Contractor's subcontractor(s) to render information technology services identified by Customers.

State – The State of Florida.

3. Contractor's General Responsibilities

The Contractor, regardless of any delegation or subcontract entered by the Contractor, shall be responsible for the following when providing Information Technology Staff Augmentation Services:

3.1 The Contractor is responsible for the comprehensive management of Staff. Staff shall not be deemed an employee of the State or deemed to be entitled to any benefits associated with such employment and the Contractor shall be responsible for the administration and maintenance of all employment and payroll records, payroll processing, remittance of payroll and taxes, and all administrative tasks required by State and federal law associated with payment of Staff.

3.2 The Contractor shall provide Staff in accordance with Customer Request for Quotes (RFQ), and as described in Exhibit H, Job Family Descriptions document. Customers may include a detailed scope of work, specific requirements of the work to be performed, and any requirements of Staff within the Request for Quotes.

3.3 The Contractor shall possess the professional and technical Staff necessary to allocate, outsource, and manage qualified Staff to perform the services requested by the Customer.

3.4 The Contractor shall provide Customers with Staff who have sufficient skill and experience to perform the services assigned to them.

3.5 The Contractor is responsible for ensuring that all Information Technology Staff Augmentation Services furnished under the Contract meet the professional standards and quality that prevails among information technology professionals in the same discipline and of similar knowledge and skill engaged in related work throughout Florida under the same or similar circumstances.

3.6 The Contractor shall provide, at its own expense, any training necessary for keeping Contractor's Staff abreast of industry advances and for maintaining proficiency in equipment and systems that are available on the commercial market.

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3.7 The Contractor shall, at its own expense, be responsible for adhering to the Contract background screening requirements, testing, evaluations, advertising, recruitment, and disciplinary actions of Contractor's Staff.

3.8 The Contractor, throughout the term of the Contract, shall maintain all licenses, permits, qualifications, insurance, and approvals of whatever nature that are legally required for Contractor and Staff to perform the Information Technology Staff Augmentation Services.

3.9 Contractor shall be responsible for all costs associated with the administration of this Contract.

3.10 The Contractor shall adhere to all work policies, procedures, and standards established by the Department and Customer.

3.11 The Contractor shall ensure that Staff conform with the Customer's policies in all respects while on the Customer's premises, and is responsible for obtaining all rules, regulations, policies, etc.

3.12 The Contractor shall only provide Information Technology Staff Augmentation services for those Job Titles awarded to the Contractor. Contractor shall be paid on an hourly basis unless Customer requests in their RFQ a project-based pricing structure in accordance with Section 9.5, below.

4. Subcontracts and Staff

4.1 The Contractor is fully responsible for satisfactory completion of all work on this Contract. The Contractor shall ensure and provide assurances to the Department or Customer upon request, that any subcontractor(s) or Staff provided under this Contract has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Contract.

The Contractor must provide the Customer with the names of Staff considered for work on a purchase order issued under this Contract. The Customer shall retain the right to reject any Staff whose qualifications or performance, in the Customer's exclusive judgment, is insufficient.

4.2 The Contractor agrees to be responsible for all work performed and all expenses incurred by subcontractors and Staff while performing work under this Contract.

4.3 Any subcontract or Staff arrangements must be evidenced by a written document available to the Department or Customer.

4.4 The Contractor agrees to make payments to the subcontractor or Staff within seven working days after receipt of full or partial payments from the Customer in accordance with Section 287.0585, F.S., unless otherwise stated in the contract between Contractor and subcontractor or required by law.

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4.5 The Contractor agrees that neither the Department nor the Customer shall be liable to any subcontractor or Staff for any expenses or liabilities incurred in furtherance of this Contract, and Contractor shall be solely liable to the subcontractor and Staff for all expenses and liabilities incurred under the Contractor's contract or subcontract. The Contractor, at its expense, shall defend the Customer and the Department against any subcontractor or Staff claims regarding compensation or payment.

4.6 The Department supports diversity in its procurements and contracts, and requests that Contractors who engage in subcontracting offer subcontracting opportunities to certified woman-, veteran-, and minority-owned small businesses. The Contractor may contact the Office of Supplier Diversity at osdinfo@dms.myflorida.com for information on certified business enterprises available for subcontracting opportunities.

5. Conduct of Employees and Staff

Contractor shall ensure that all of Contractor's employees and Staff provided under the Contract shall adhere to the standards of conduct prescribed in the Customer's personnel policy and procedure guidelines, particularly rules of conduct, security procedures, and any other applicable rules, regulations, policies, and procedures of the Customer, including but not limited to Rule Chapter 33-208, Florida Administrative Code. The Contractor shall ensure that all Staff and employees wear attire suitable for the position, either a standard uniform or business casual dress, identified by the Customer.

6. Contractor Security Clearance

Customers may designate certain duties and/or positions as positions of "special trust" because they involve special trust responsibilities, are located in sensitive locations, or have key capabilities with access to sensitive or confidential information. The designation of a special trust position or duties is at the sole discretion of the Customer. Contractor or Contractor's employees and Staff who, in the performance of this Contract, will be assigned to work in positions determined by the Customer to be positions of special trust, may be required to submit to background screening and be approved by the Customer to work on this Contract.

7. Purchasing Card

The State has implemented a purchasing card (P-Card). The Contractor may receive payments via the State's P-Card. P-Card acceptance for purchases is a mandatory requirement for the Contract but is not the exclusive method of payment. If the State changes its P-Card platform during the term of Contract, the Contractor shall make all necessary changes to accept payment via the State's new P-Card platform within 30 calendar days of notification of such change.

8. Purchase Order Requirements

Customers shall use a Request for Quote per section 287.056(2), Florida Statutes, when making purchases off of this State Term Contract. Customers shall issue Request for Quotes to at least 25 vendors to provide IT Staff Augmentation services in accordance with section 287.0591(5), Florida Statutes. Customers shall order services from the Request for Quote via a Purchase Order with the Customers' selected Contractor. The terms of the Purchase Order shall not conflict with the terms and conditions established by this Contract.

In accepting a Purchase Order, the Contractor recognizes its responsibility for all tasks and deliverables contained therein, warrants that it has fully informed itself of all relevant factors

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affecting accomplishment of the tasks and deliverables and agrees to be fully accountable for the performance thereof.

9. Request for Quotes

9.1 Customers needing Information Technology Staff Augmentation Services will issue a Request for Quote (RFQ) each time they desire to solicit Information Technology Staff Augmentation Services. The Customer shall issue a detailed RFQ that includes a pricing model, term, service levels, educational qualifications and experience needed. Pursuant to sections 287.056(2) and 287.0591(5), F.S., an Agency must ensure that a RFQ is issued to a minimum of 25 contracted vendors awarded to provide the applicable Information Technology Staff Augmentation contractual services sought by the Agency. Some contractors are not contracted to provide all Job Titles, and the vendors selected to issue a RFQ to must have been awarded to provide the specific Job Title(s) as requested in the Agency RFQ.

9.2 Pursuant to section 287.056(2), F.S., RFQs performed within the scope of this Contract are not independent competitive solicitations and are not subject to the notice or challenge provisions of section 120.57(3), F.S.

9.3 While the specific format of the RFQ is left to the discretion of the agency, Customers will issue a RFQ document each time they desire to solicit Information Technology Staff Augmentation Services and shall send the RFQ document electronically via email or through MFMP to at least 25 Contractors that offer the specific awarded Job Title(s) sought by the Agency. When responding to a RFQ, Contractor must submit a completed Resume Self-Certification Form with the Contractor's response.

9.4 Customers issuing RFQs against this Contract should note when responses are due and when the Customer anticipates awarding the RFQ.

9.5 RFQs with project-based pricing, and any Purchase Orders issued from such RFQs, shall require payment dependent on completion of deliverables and tasks only and may not contain payment for hourly work. Customers who choose to use project-based pricing are not exempt from the requirements listed in Section 3.5, Request for Quote(s) Requirement, and must negotiate all pricing, fees, and related expenses associated with the completion of each task and deliverable. Project-based RFQs and Purchase Orders shall not include services that were not awarded to the Contractor or commodities that are not contemplated by this Contract. Quotes received in response to project-based RFQs shall include, and the total cost of the Purchase Order issued shall not exceed, an estimated cost to complete the RFQ requirements under the hourly pricing model for comparison. Project-based pricing is intended to provide predictability and a discount to Customers relative to the maximum hourly rates. Under no circumstances may a project-based price be permitted to be greater than the hourly rates.

10. Resume Self-Certification Form

When submitting a response to an RFQ, the Contractor shall submit with its response a completed and signed Exhibit E, Resume Self-Certification Form to the Customer for each proposed Staff member identified in the RFQ response.

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11. Ongoing Performance Measures
The Department intends to use performance-reporting tools in order to measure the performance of Contractor(s). These tools will include the Contractor Performance Survey (Exhibit G), to be completed by Customers on a quarterly basis. Such measures will allow the Department to better track Vendor performance through the term of the Contract(s) and ensure that Contractor(s) consistently provide quality services to the State and its Customers. The Department reserves the right to modify the Contractor Performance Survey document and introduce additional performance-reporting tools as they are developed, including online tools (e.g. tools within MFMP or on the Department's website).

12. Holidays
The following days are observed as holidays by state agencies in accordance with section 110.117, F.S.:

- New Year's Day
- Birthday of Martin Luther King, Jr., third Monday in January
- Memorial Day
- Independence Day
- Labor Day
- Veterans' Day, November 11
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day

If any of these holidays falls on Saturday, the preceding Friday shall be observed as a holiday. If any of these holidays falls on Sunday, the following Monday shall be observed as a holiday. Customers may have additional holiday(s) observed specifically by the Customer which will be detailed in the Customer's order.

13. Contract Reporting
The Contractor shall report information on orders received from Customers associated with this Contract. The Contractor shall submit reports in accordance with the following schedule:

Report	Period Covered	Due Date
MFMP Transaction Fee Report	Calendar month	15 calendar days after the end of each month
Quarterly Sales Report	State's Fiscal Quarter	30 calendar days after close of the period
Diversity Report (submitted to the Customer)	State Fiscal Year	30 Business Days after close of the period

14. MFMP Transaction Fee Report
The Contractor is required to submit monthly MFMP Transaction Fee Reports in the Department's electronic format. Reports are due 15 calendar days after the end of the reporting period. For information on how to submit Transaction Fee Reports online, please reference the detailed fee reporting instructions and vendor training presentations available online at the

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"Transaction Fee & Reporting" section and "Training for Vendors" subsections under the "Vendors" tab on the MFMP website. Assistance with Transaction Fee Reporting is also available from the MFMP Customer Service Desk by email at: VendorHelp@myfloridamarketplace.com or telephone 866-FLA-EPRO (866-352-3776) from 8:00 a.m. to 6:00 p.m. Eastern Time.

15. Quarterly Sales Reports
The Contractor shall submit a completed Quarterly Sales Report electronically, in the required format, to the Department's Contract Manager within thirty (30) calendar days after close of each quarter. The State's fiscal quarters close on September 30, December 31, March 31, and June 30. The quarterly sales report can be found here: https://www.dms.myflorida.com/business_operations/state_purchasing/vendor_resources/quarterly_sales_report_format.

The Contract Quarterly Sales Report will include all sales and orders associated with this Contract from Customers received during the reporting period. Initiation and submission of the Sales Report is the responsibility of the Contractor without prompting or notification from the DMS Contract Manager.

Failure to provide the quarterly sales report will result in the imposition of financial consequences and may result in the Contractor being found in default and the termination of the Contract. Initiation and submission of the quarterly sales report are the responsibility of the Contractor without prompting or notification by the Department. Sales will be reviewed on a quarterly basis. If no sales are recorded during the period, the Contractor must submit a report stating that there was no activity. If no sales are recorded in two consecutive quarters, the Contractor may be placed in probationary status or the Department may terminate the Contract.

Quarter 1 – (July-September) – due 30 calendar days after the close of the period
Quarter 2 – (October-December) – due 30 calendar days after the close of the period
Quarter 3 – (January-March) – due 30 calendar days after the close of the period
Quarter 4 – (April-June) due 30 calendar days after the close of the period

Exceptions may be made if a delay in submitting reports is attributable to circumstances that are clearly beyond the control of the Contractor. The burden of proof of unavoidable delay shall rest with the Contractor and shall be supplied in a written form and submitted to the Department.

The Department reserves the right to request additional sales information as needed.

16. Certified and Minority Business Enterprises Reports
Upon Customer request, the Contractor shall report to the requesting Customer the Contractor's spend with certified and other minority business enterprises in the provision of commodities or services related to the Customer's orders. These reports shall include the period covered, the name, minority code, and Federal Employer Identification Number of each minority business utilized during the period; commodities and services provided by the minority business enterprise, and the amount paid to each minority business enterprise on behalf of the Customer.

17. Ad Hoc Reports
The Department or Customer may require additional Contract information such as copies of purchase orders or ad hoc sales reports. The Contractor shall submit information in response to these specific ad hoc requests for reports within the specified amount of time as requested by the Department or Customer.

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18. Business Review Meetings
In order to maintain the relationship between the Department and the Contractor, each quarter the Department may request a business review meeting. The business review meeting may include, but is not limited to, the following:

- Successful completion of deliverables
- Review of the Contractor's performance
- Review of minimum required reports
- Addressing of any elevated Customer issues
- Review of continuous improvement ideas that may help lower total costs and improve business efficiencies.

19. Financial Consequences
The Department reserves the right to impose financial consequences when the Contractor fails to comply with the requirements of the Contract. The following financial consequences will apply for the Contractor's non-performance under the Contract. The Customer and the Contractor may agree to add additional Financial Consequences on an as-needed basis beyond those stated herein to apply to that Customer's resultant contract or purchase order. The State of Florida reserves the right to withhold payment or implement other appropriate remedies, such as Contract termination or nonrenewal, when the Contractor has failed to comply with the provisions of the Contract. The Contractor and the Department agree that financial consequences for non-performance are an estimate of damages which are difficult to ascertain and are not penalties.

The financial consequences below will be paid and received by the Department of Management Services within 30 calendar days from the due date specified by the Department. These financial consequences below are individually assessed for failures over each target period beginning with the first full month or quarter of the Contract performance and every month or quarter, respectively, thereafter.

Deliverable	Performance Metric	Performance Due Date	Financial Consequence for Non-Performance
Contractor will timely submit completed Quarterly Sales Reports	All Quarterly Sales Reports will be submitted timely with the required information	Reports are due on or before the 30th calendar day after the close of each State fiscal quarter	$250 per Calendar Day late/not received by the Contract Manager
Contractor will timely submit completed MFMP Transaction Fee Reports	All MFMP Transaction Fee Reports will be submitted timely with the required information	Reports are due on or before the 15th calendar day after the close of each month	$100 per Calendar Day late/not received by the Contract Manager

Failure to timely provide Quarterly Sales Reports, transaction fee reports, or other reports as required will result in the imposition of financial consequences and repeated

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failures or non- payment of financial consequences owed under this Contract may result in the Contractor being found in default and the termination of the Contract.

No favorable action will be considered when Contractor has outstanding Contract Quarterly Sales Reports, MFMP Transaction Fee Reports, or any other documentation owed to the Department or Customer, to include fees / monies, that is required under this Contract.

20. Routine Communications
All routine communications related to the Contract shall be sent to the Department's Contract Manager. If any of the Contractor's contract information changes during the life of the Contract, the Contractor shall notify the Department's Contract Manager; such updates do not necessitate a formal amendment to the Contract. Communications relating to a Customer contract or purchase order should be addressed to the contact person identified in the contract or purchase order. Routine communications may be my email, regular mail, or telephone.

21. Contract Transition
Upon Contract expiration or termination, the Contractor shall ensure a seamless transfer of Contract responsibilities with any subsequent Contractor necessary to transition the Products and services of the Contract. The incumbent Contractor assumes all expenses related to the contract transition.

22. Other Fees and Charges
Additional fees (including but not limited to, property taxes, fuel surcharges, interest fees, license fees, and late payment fees except where permitted by section 215.422(3)(b), F.S.) or fees not permitted elsewhere in the Contract are prohibited.

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Department of MANAGEMENT SERVICES
We serve those who serve Florida

Exhibit B
ADDITIONAL SPECIAL CONTRACT CONDITIONS

A. Special Contract Conditions revisions: the corresponding subsections of the Special Contract Conditions referenced below are replaced in their entirety with the following:

2.2 Renewal.
Upon written agreement, the Department and the Contractor may renew the Contract in whole or in part only as set forth in the Contract documents, and in accordance with section 287.057(14), F.S.

3.4 Purchase Order.
A Customer may use purchase orders to buy commodities or contractual services pursuant to the Contract and, if applicable, the Contractor must provide commodities or contractual services pursuant to purchase orders. Purchase orders issued pursuant to the Contract must be received by the Contractor no later than the close of business on the last day of the Contract's term. The Contractor is required to accept timely purchase orders specifying delivery schedules that extend beyond the Contract term even when such extended delivery will occur after expiration of the Contract. Purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the Contract shall survive the termination or expiration of the Contract and apply to the Contractor's performance. The duration of purchase orders for recurring deliverables shall not exceed the expiration of the Contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals. Any purchase order terms and conditions conflicting with these Special Contract Conditions shall not become a part of the Contract.

3.7 Transaction Fees.
The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(24), F.S., all payments shall be assessed a Transaction Fee of one percent (1.0%), or as may otherwise be established by law, which the vendor shall pay to the State.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the vendor. If automatic deduction is not possible, the vendor shall pay the Transaction Fee pursuant to subsection 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

The vendor shall receive a credit for any Transaction Fee paid by the vendor for the purchase of any item(s) if such item(s) are returned to the vendor through no fault, act, or omission of the vendor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item

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is rejected or returned, or declined, due to the vendor's failure to perform or comply with specifications or requirements of the agreement.

Vendors will submit any monthly reports required pursuant to the rule. All such reports and payments will be subject to audit. Failure to comply with the payment of the Transaction Fees or submission of required reporting of transactions shall constitute grounds for declaring the Vendor in default.

5.1 Conduct of Business.
The Contractor must comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and authority. For example, the Contractor must comply with section 274A of the Immigration and Nationality Act, the Americans with Disabilities Act, Health Insurance Portability and Accountability Act, if applicable, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. The provisions of subparagraphs 287.058(1)(a)-(c) and (g), F.S., are hereby incorporated by reference.

Nothing contained within this Contract shall be construed to prohibit the Contractor from disclosing information relevant to performance of the Contract or purchase order to members or staff of the Florida Senate or Florida House of Representatives.

Pursuant to section 287.057(26), F.S., the Contractor shall answer all questions of, and ensure a representative will be available to, a continuing oversight team.
The Contractor will comply with all applicable disclosure requirements set forth in section 286.101, F.S. In the event the Department of Financial Services issues the Contractor a final order determining a third or subsequent violation pursuant to section 286.101(7)(c), F.S., the Contractor shall immediately notify the Department and applicable Customers and shall be disqualified from Contract eligibility.

5.4 Convicted, Discriminatory, Antitrust Violator, and Suspended Vendor Lists.
In accordance with sections 287.133, 287.134, and 287.137, F.S., the Contractor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S. For purposes of this Contract, a person or affiliate who is on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract. The Contractor must notify the Department if it or any of its suppliers, subcontractors, or consultants have been placed on the Convicted Vendor List, the Discriminatory Vendor List, or the Antitrust Violator Vendor List during the term of the Contract.

In accordance with section 287.1351, F.S., a vendor placed on the Suspended Vendor List may not enter into or renew a contract to provide any goods or services to an agency after its placement on the Suspended Vendor List.

A firm or individual placed on the Suspended Vendor List pursuant to section 287.1351, F.S., the Convicted Vendor List pursuant to section 287.133, F.S., the Antitrust Violator Vendor List pursuant to section 287.137, F.S., or the Discriminatory Vendor List pursuant to section 287.134, F.S., is immediately disqualified from Contract eligibility.

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5.5 Scrutinized Companies - Termination by the Department.
The Department may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

5.6 Cooperation with Inspector General and Records Retention.
Pursuant to section 20.055(5), F.S., the Contractor understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor must provide any information the Inspector General deems relevant. Such information may include, but will not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor will retain such records for the longer of five years after the expiration or termination of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State, at the Department of State's Records Management website. The Contractor agrees to reimburse the State of Florida for the reasonable costs of investigation incurred by the Inspector General or other authorized State of Florida official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State of Florida which results in the suspension or debarment of the Contractor. Such costs will include but will not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor agrees to impose the same obligations to cooperate with the Inspector General and retain records on any subcontractors used to provide goods or services under the Contract.

6.10 Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, governmental entities that are not Customers may make purchases under the terms and conditions contained herein, if agreed to by Contractor. Such purchases are independent of the Contract between the Department and the Contractor, and the Department is not a party to these transactions. Agencies seeking to make purchases under this Contract are required to follow the requirements of Rule 60A-1.045(6), F.A.C.

8.1.1 Termination of Contract.
The Department may terminate the Contract for refusal by the Contractor to comply with this section by not allowing access to all public records, as defined in Chapter 119, F.S., made or received by the Contractor in conjunction with the Contract unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.071(1), F.S.

8.1.2 Statutory Notice.
Pursuant to section 119.0701(2)(a), F.S., for contracts for services with a contractor acting on behalf of a public agency, as defined in section 119.011(2), F.S., the following applies:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN

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OF PUBLIC RECORDS AT PUBLICRECORDS@DMS.FL.GOV, (850) 487-1082 OR 4050 ESPLANADE WAY, SUITE 160, TALLAHASSEE, FLORIDA 32399-0950.

Pursuant to section 119.0701(2)(b), F.S., for contracts for services with a contractor acting on behalf of a public agency as defined in section 119.011(2), F.S., the Contractor shall:

(a) Keep and maintain public records required by the public agency to perform the service.

(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Contract term and following the completion of the Contract if the Contractor does not transfer the records to the public agency.

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

12.1 Performance or Compliance Audits.
The Department may conduct or have conducted performance and/or compliance audits of the Contractor and subcontractors as determined by the Department. The Department may conduct an audit and review all the Contractor's and subcontractors' data and records that directly relate to the Contract. To the extent necessary to verify the Contractor's fees and claims for payment under the Contract, the Contractor's agreements or contracts with subcontractors, partners, or agents of the Contractor, pertaining to the Contract, may be inspected by the Department upon fifteen (15) calendar days' notice, during normal working hours and in accordance with the Contractor's facility access procedures where facility access is required. Release statements from its subcontractors, partners, or agents are not required for the Department or its designee to conduct compliance and performance audits on any of the Contractor's contracts relating to this Contract. The Inspector General, in accordance with section 5.6, the State of Florida's Chief Financial Officer, and the Office of the Auditor General shall also have authority to perform audits and inspections.

13.2 E-Verify.
The Contractor and its subcontractors shall register with and use the U.S. Department of Homeland Security's (DHS) E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor in accordance with section 448.095, F.S. The

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Contractor shall obtain an affidavit from its subcontractors in accordance with paragraph (5)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract.

B. Special Contract Conditions additions: the following subsections are added to the Special Contract Conditions:

5.7 Foreign Country of Concern Attestation.
If the Contract or Customer's purchase order issued pursuant to this Contract grants the Contractor access to an individual's personal identifying information as defined in section 501.171, Florida Statutes, the Contractor must, prior to execution, extension, or renewal of this Contract or Customer purchase order, complete and submit to the applicable Governmental Entity the Form PUR 1355, "Foreign Country of Concern Attestation Form," available at: http://www.flrules.org/Gateway/reference.asp?No=Ref-15958.

5.8 Common Carrier Attestation.
The Contractor as a Common Carrier, as defined in section 908.111, Florida Statutes, or contracted carrier must, prior to execution, amendment, or renewal of this Contract or Customer purchase order issued pursuant to this Contract, complete and submit to the applicable Governmental Entity the Form PUR 1808, "Common Carrier or Contracted Carrier Attestation Form," available at:
http://www.flrules.org/Gateway/reference.asp?No=Ref-14614.

This Contract or a Customer purchase order may be terminated if the Contractor is found to be in violation of the submitted attestation.

12.3 Document Inspection.
In accordance with section 216.1366, F.S., the Department or a state agency is authorized to inspect the: (a) financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Contractor which the Department or state agency determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department or a state agency within 10 Business Days after the request is made.

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FOREIGN COUNTRY OF CONCERN ATTESTATION
(PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

4 Corner Resources, LLC is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name: Peter Porebski

Title: Operations Director

Signature: DocuSigned by: Peter Porebski 09C1C52B19A4493...

Date: 4/9/2024 | 7:39 AM PDT

CONSENT AGENDA ITEM
#30

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*
Director of Procurement

DATE: July 21, 2025

SUBJECT: Approval of Second Contract Renewal and Supplemental Agreement No. 2 with KPMG, Inc. for Information Technology Services Consultant
Contract No. 001798

Board approval for the second renewal for the above referenced contract with KPMG, Inc. in the amount of $771,000.00 for one year beginning October 14, 2025 and ending October 13, 2026 and Supplemental Agreement No. 2 in the amount of $529,000.00 is requested. The original contract was for three years with two one-year renewals.

The work to be performed includes project support for the Enterprise Resource Planning System and Azure Cloud Architecture and Design.

Original Contract	$4,027,000.00
Supplemental Agreement No. 1	$3,500,000.00
First Renewal	$ 792,000.00
Second Renewal	$ 771,000.00
Supplemental Agreement No. 2	$ 529,000.00
Total	$9,619,000.00

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

Reviewed by: _____
Jim Greer
Chief Technology & Operations

SUPPLEMENTAL AGREEMENT NO. 2 *and* **RENEWAL AGREEMENT NO. 2**
to
CONTRACT NO. 001798
between
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
and
KPMG LLP

THIS SUPPLEMENTAL AND RENEWAL AGREEEMENT (**"Supplement and Renewal"**) is made and entered into between **CENTRAL FLORIDA EXPRESSWAY AUTHORITY** (**"CFX"**) and **KPMG LLP** (**"Contractor"**) for good and valuable consideration, the sufficiency of which is hereby mutually acknowledged. CFX and Contractor are referred to herein sometimes as a **"Party"** or the **"Parties"**.

A. Supplemental Agreement No. 2. The agreement between the Parties identified as **Contract No. 001798** inclusive of any existing prior amendments, supplemental agreements, renewals, and/or extensions thereto (collectively, the **"Agreements"**) is hereby amended as follows:

(1) The Scope of Service is expanded to include the Contractor's proposal dated July 9, 2025, which is hereby attached as **"Attachment 1"** hereto (the "Workday Application Management Services"), the maximum fee for which shall not exceed **$529,000.00**.

(2) Section 3.1, Contract Amount and Compensation for Services, of the Agreement is hereby immediately amended to increase the Contract Amount for the Agreement from **$8,319,000.00** to **$8,848,000.00**; however, such increase shall not be construed as permitting Contractor to bill more than the maximum fee provided in subparagraph (1) above for the Workday Application Management Services.

(3) Any fees or costs related to the Workday Application Management Services that are not included in **"Attachment 1"** will require CFX's approval before being incurred by Contractor.

B. Renewal Agreement No. 2

(1) The Parties hereto agree as follows:

a. The agreement between the Parties identified as **Contract No. 001798** inclusive of any existing prior amendments, supplemental agreements, renewals and/or extensions thereto (collectively, the **"Agreements"**) shall renew by extension of the Agreement's term, with such "**Renewal Term"** beginning on **10/14/2025** and expiring on **10/13/2026.** There is/are **0** renewal option(s) left on this Agreement.

b. Once effective, such Renewal shall extend the applicability of the Agreement's "Not to Exceed" Contract Amount of **$8,848,000.00** to include the Renewal Term; however, additional funding for the Renewal Term, if any, shall be limited to the amount provided in **Subparagraph B.(2): Renewal Compensation** below.

(2) Renewal Compensation. Effective the beginning of the Agreement's Renewal Term, the "Not to Exceed" Contract Amount shall be amended as follows:

(select only one)

☐ No amendment **($0.00** increase).

☒ An increase of **$771,000.00**, thereby making the new total "Not to Exceed" Contract Amount for the Agreement **$9,619,000.00**.

(3) **Human Trafficking.** In accordance with Fla. Stat. § 787.06(13), Florida Statutes, when a contract is executed, renewed, or extended between a nongovernmental entity and CFX, the nongovernmental entity must provide an affidavit signed by their officer or representative under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services as defined in Fla. Stat. § 787.06(2)(a). Such affidavit is hereto attached as **CFX-220: Human Trafficking Affidavit**.

C. **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 Supplement and Renewal and the Agreement, the provisions of this Supplement and Renewal shall take precedence.

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

E. **Binding Effect.** To the extent not amended by this Supplement and Renewal, the Parties reaffirm all the terms and conditions of the Agreement, which are hereby merged with this Supplement and Renewal and shall continue to remain in full force and effect. In the event there is a conflict between the terms of this Supplement and Renewal and the Agreement, the terms and conditions of this Supplement and Renewal shall prevail. This Supplement and Renewal and the Agreement shall together represent the full agreement between the Parties regarding the underlying subject matter.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, effective as of the latter execution date below, the Parties have made and executed this Supplement and Renewal: CFX, signing by and through its undersigned signatory, authorized to exercise same by the CFX Governing Board on August 14, 2025, and Contractor signing through its undersigned signatory, duly authorized to execute same.

KPMG LLP

By: _____

Print Name: _____

Title: _____

Date: _____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____

Print Name: Aneth Williams

Title: Director of Procurement

Date: _____

Reviewed for legal form for the exclusive reliance of CFX on 07/24/2025.

By: _____

Print Name: Cristina T. Berrios

Title: Deputy General Counsel

KPMG

Experience you can trust



Proposed Scope of Work to serve
Central Florida Expressway Authority

Workday Application Management Services

July 2025

KPMG LLP
227 North Bronough Street
Suite 7500
Tallahassee FL, 32301

+1 850 385 5414
kpmg.com

July 9, 2025

Jim Greer
Chief of Technology Operations, Central Florida Expressway Authority
4974 ORL Tower Road Orlando, FL 32807

On behalf of KPMG LLP ("KPMG"), thank you for the opportunity to present our proposed scope to assist the Central Florida Expressway Authority (CFX) with ongoing operational support for your Workday platform. CFX's mission and objectives are important to us, and you have our commitment to deliver this program with the same passion you bring to your stakeholders. We recognize how this initiative can impact your strategic priorities and help CFX achieve important goals including transforming your support functions to help deliver greater value to the broader organization.

Our intent in this proposed scope is to provide CFX with compelling proof points for how we will work together to achieve these important goals and drive value-based outcomes. As you review our proposed scope, please make note of the following key tenets of our value proposition:

- **KPMG and Workday partnership.** KPMG is a Titanium preferred alliance partner with Workday and all KPMG Resources are certified in the respective areas in which they support. KPMG is recognized as a top-tier alliance partner engaging directly with Workday on key solution areas like Industry Accelerators and Package Solutions. KPMG is a certified Workday partner for Advisory, Managed Services, and Extend.
- **Achieving business value is designed into our approach.** Our approach will help your organization develop a vision to transform business support functions based on building capabilities to deliver value-based outcomes.
- **Focus on data and support architecture enhancement.** We will implement data governance processes, establishing data quality standards, conducting data profiling and analysis, and developing data models and integrations to support business processes. Our ongoing support framework is designed to continuously improve and enhance your Workday platform, helping to keep it aligned with evolving business needs and technology trends.
- **Providing options for program economics.** We understand that this is a major investment for CFX and as such needs to be cost-focused, cost-effective, and provide value. Our proposed scope includes several ways we can work with CFX to manage the overall costs while also delivering value.

In closing, the KPMG team is committed to supporting CFX realize value from their investment into Workday. Thank you for considering KPMG.

Very truly yours,



Anthony Hernandez

Principal

864 250 2707

anthonyhernandez@kpmg.com

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Executive summary

Objective

Our objective is to help CFX achieve value from Workday by executing a collaborative new vision for your business support functions. Achieving business value for CFX is and will remain our top priority throughout this program – striving to drive tangible business outcomes that improve efficiency and effectiveness of business support while aligning support functions with your broader strategy and mission is the goal. The foundation of your services will be provided by KPMG's experienced Workday Managed Services Team.



Our services are broadly categorized as Base and Enrichment, with Service Governance spanning both categories.

Our Service governance structure, led by a dedicated Client Success Manager and aligned with KPMG's current Engagement Director will monitor and maintain quality, drive performance, and help achieve service outcomes. These services are detailed further in this document.

Our services are delivered via a highly knowledgeable, Workday-certified, and effective multi-tier global delivery network. We will use our methodology driven approach to transition services from your current support model, expected to take place in mid August 2025.

In consideration of this timing, your Workday Managed Services team will be prepared to provide CFX with support for the October 2025 semi-annual Workday Release and other key initiatives happening shortly after your 6/30/2025 go-live. We are assuming an initial engagement period of one year. This support timeline will bring CFX to the next fiscal year, where Adaptive Planning is anticipated to be leveraged in the annual budget process.

Key initiatives

- Supporting the CFX team with questions and assistance on an ongoing basis
- Addressing and prioritizing Enhancement requests, including resolving complex stakeholder queries coming out of the implementation and stabilization phases
- Supporting CFX in preparing for and processing open enrollment with Workday
- Supporting CFX evaluate the feature Releases (2025-R2 and 2026-R1)
- Assisting CFX in the development of reporting and dashboard capabilities
- Supporting financial operations with Workday (e.g., budget preparation and fiscal closures on a monthly, quarterly, and annual basis)
- Supporting CFX with future implementations; Adaptive Planning and Strategic Sourcing

High level timeline

From August to December 2025, the focus will be on:

- Implementing post-go-live enhancements and outlining a 12-month roadmap.
- Open enrollment and payroll / benefits support.
- Reviewing and supporting Workday Release 2025-R2
- Supporting financial closes as needed

From January to March 2026, efforts will center around:

- Supporting CFX with 1099/W2 issuance process and FY26 budget readiness activities in Workday
- Supporting Adaptive Planning and Strategic Sourcing transition towards
- Reviewing and supporting Workday Release 2026-R1
- Reassessing and refining the Enhancement backlog
- Supporting financial closes as needed

Between April and July 2026, tasks will include:

- Supporting the annual financial and providing continued support for HCM as needed
- Supporting performance and compensation cycle readiness,
- Supporting improved reporting and dashboards
- Integrating CFX's business strategies into broader strategic initiatives and transitioning to a stable Business As Usual (BAU) state.

Should CFX decide to continue having KPMG to support their Workday tenant for a longer term, we offer extended support options which leverage efficiencies developed during the initial year. Workday is an evolving platform and longer-term managed services can be tailored to meet CFX's needs as users build confidence using it over time.

KPMG's Managed Services for Workday



Base Services

The Base Services are fulfilled by the application of the standard processes used within the KPMG Workday Managed Services team. Services include:

Knowledge management

Incorporates client-specific knowledge content. Integration with the KPMG support portal (also called Service Management Tool) allows you to quickly find solutions that boost satisfaction and reduce service costs. Content includes, solution design documentation from implementation team, configuration guides, training materials, service delivery process and procedures, etc.

Case management

The KPMG support portal is a streamlined Case Management platform that will function as KPMG's Service Management Tool. This will be the main portal for all CFX requests and questions (including those related to Workday Fixes) that are sent to the KPMG Workday Managed Services support team. Through this portal, KPMG will offer L2/L3 support (see *Support Levels* section) to select CFX users who will function as liaisons between end users needing that support, and KPMG's Workday Managed Services support team.

Tenant management

Management of CFX's Workday tenant supporting on-going development, configuration changes, minor Workday updates and regular functional updates. For purposes of this proposed scope, CFX's Workday tenant is considered a Cloud System and a software as a service (SaaS) solution. SaaS solutions are subject to periodic updates, which KPMG proposed to support (i.e., Cloud System Update Management and Cloud System Update Planning).

Functional update support

Update and Release management services are offered as part of our overall Base Services. KPMG will keep pace with Workday's weekly service updates and semi-annual Releases. We would provide continuous support throughout the periodical Release cycle to verify your Workday tenant's capabilities are aligned to your operational initiatives.

Release management support

Below is an overview of all the key activities completed by KPMG prior to and during each semi-annual Release. We will work with your team to assess Release items against your Workday Operating Model. Our method involves a critical assessment of which updates should be implemented immediately and which can be deferred, balancing urgency and relevance with your strategic objectives.

Preparing for Release readiness, KPMG would evaluate the Feature Release Guidebook and determine how updates would impact CFX tenant and confirm which features are optional or automatically delivered. The Workday Managed Services team would make recommendations to improve functionality and performance against your current roadmap, gaps and system needs (i.e., CFX's Functional Requirements).

This process involves:

- **New functionality assessment**: The process begins with creating a project plan that includes the timeline, activities, and task owners. KPMG checks the Release Preparation Center for important dates, known issues, and conducts brainstorming sessions in the Sandbox Preview. A Release kickoff meeting is conducted to define the functional areas for analysis and identify regression test scripts.
- **CFX assessment review**: Next, KPMG schedules analysis calls by functional area to complete the pre-feature Release assessment. These calls help identify and note Release checklist items in the Sandbox, allowing for effective communication. Minor corrections are deployed in the Production environment based on audit report results. KPMG also performs system analysis of new items, prioritizing the top 5-10 items per functional area.
- **Preparation window**: During the preparation window, KPMG presents feature analysis by functional area and provides a detailed Release impact analysis. Decisions are made on whether new items will be up taken, subjected to regression testing, placed in the parking lot, or dismissed. Enhancement requests for features needing setup and targeted rollout upon Release are submitted. KPMG conducts extensive testing of feature Releases, providing thorough testing recommendations and executing the test plans.
- **Deploy phase I**: In this phase, a plan is developed to share appropriate Workday Release materials with end users. KPMG helps ensure that users are educated about changes before features are rolled out to Production. Production downtime associated with the Release is communicated effectively to end users, and training materials are updated as needed to reflect the changes.
- **New functionality setup and Testing Services**: KPMG takes responsibility for configuring and establishing the setup in Production for features that were configured and tested in the Preview tenant. Enhancement requests for lower priority items requiring setup are submitted, and comprehensive configurations for testing in the Preview tenant are carried out.
- **Deploy phase II**: In the final stage, KPMG reviews and communicates any changes to the feature delivery dates. Features are tested again with KPMG providing testing recommendations. Additional test plans are executed, helping ensure new functionalities are smoothly applied and validated in Production.

Enrichment Services

KPMG's Enrichment Services enable CFX to fulfill changing needs through Service Requests. These are treated separately from Incidents, as discussed in our Base Services.

All Enrichment Services listed below are provided using the following approach:

- **Delivery Management of Enhancements** – KPMG will manage the applicable project plan and release schedule and will support CFX with planning and user acceptance.
- **Requirements Analysis** – KPMG will conduct assessments of the Functional Requirements of applicable Enrichment Services and generate an impact analysis with implementation options for CFX's review and approval.
- **High Level and Detailed Design** – KPMG will create a high-level design document from the Functional Requirements for the applicable Enrichment Services and outline the associated cost and schedule estimates. This analysis, including implementation options, will be provided to CFX for review and approval.

Enhancements

An Enhancement is a requested addition to documented functionality or a request to change the behavior of existing functionality of the Workday solution. Each Enhancement type follows a systematic process for effective and consistent implementation.

Enhancements are defined as efforts that can be set up, tested, and deployed in 80 hours or less. They include functionality, reports, or integration updates. For example: building custom Workday reports, adding fields into outbound integrations, rolling out new worklets, creating new security groups, processing Enterprise Interface Builder ("EIB") loads to update Tenant or employee information, and adding steps with business processes.

Other Enhancements may also include support for annual events such as Merit process changes, Open Enrollment updates, Compensation changes or Talent adjustments.

Titanium Workday Partner Benefits:

As a Titanium Workday partner, CFX benefits from KPMG's insights into the Workday roadmap. This enables your KPMG team to advise on new capabilities and provide assistance in determining applicable patches. This partnership coupled with our knowledge of CFX's needs helps ensure Enhancements are aligned with evolving functionalities and focused on helping meet strategic goals.

Enhancements are categorized into small, medium, and large based on their scope, complexity, and impact, and each follows a structured process through the KPMG support portal for evaluation and implementation.

Small Enhancements: Small Enhancements typically involve minor adjustments or additions, with an estimated development timeframe of 5-8 hours. Examples of small Enhancements include simple configuration changes, minor updates to reporting templates, or tweaks to user interface elements. These requests are submitted through the KPMG support portal and evaluated for scope, complexity, and impact. Upon approval, small Enhancements are quickly implemented and provisioned for CFX's use.

Medium Enhancements: Medium Enhancements carry a moderate level of complexity and require a development timeframe of 8-80 hours. Examples include modifications to workflows, integration updates, and Enhancements that involve multiple system configurations. Similar to small Enhancements, they are submitted through the KPMG support portal and undergo thorough evaluation. The implementation

process for medium Enhancements is more extensive, requiring detailed planning and execution upon CFX's approval.

Large Enhancements: Large Enhancements (considered Project Services for purposes of this Scope of Work) involve substantial changes with significant scope and complexity, often requiring a development timeframe in excess of 80 hours. Examples include implementing new modules, extensive data migrations, or cohesive process overhauls. Requests requiring efforts more than 80 hours, upon CFX's approval, would be enacted by KPMG Resources under a change request. Large Enhancements are implemented with strategic planning and coordination, ensuring alignment with CFX's broader objectives.

KPMG support portal and Monthly Reporting: All Enhancement requests, regardless of size, are submitted through the KPMG support portal and evaluated systematically. Monthly reporting includes a schedule of consumed hours by activity, resource, and project, as well as forecasts of remaining hours and activities. This reporting aids in managing and tracking the progress of each Enhancement.

Configuration changes

KPMG will complete configuration changes requested by CFX. CFX will complete User Acceptance Testing and upon approval, KPMG can promote to Production if CFX requests this level of effort. All change requests will be logged and documented in the KPMG support portal and will follow a pre-defined process for approvals and fulfilment.

Additional Enhancements

Report Writing

KPMG utilizes Workday's native capabilities to create reports and dashboards, supported by performance analytics.

Data conversions

KPMG will provide technical and functional support with regards to data loading, leveraging EIBs. For purposes of this proposed scope activity, data conversions will also be considered Data Integrations.

Integration services

KPMG Integration Services offer support and maintenance of existing integrations as well as development of new integrations, as required, leveraging the Workday integration tools (e.g., Cloud Connect, EIB, Workday Studio). It's important to note that while we provide Integration Services, our support is limited to what is included in the Workday tenants and does not include support to other 3rd party systems.

Custom objects / custom applications

KPMG will support custom objects developed within the Workday tenant and will support integrations to custom applications. KPMG will not provide support for custom objects or applications outside of CFX's Workday tenants.

Service governance and program management

KPMG will collaborate with your team to provide support for your Workday tenant via proactive delivery management, focusing in several key areas, below. Integral to this collaborative approach, decisions made by CFX through the Client Governance and Change Review Board will drive action forward.

- **Change management:** Management of any changes required to maintain the service alongside Release planning, testing, packaging, and scheduling. Provision of input into CFX Change Management process. The primary trigger for realization of Changes is a decision made by the Client Governance and Change Review Board.
- **Feature adoption blueprint:** Functional update planning services provides a forward-looking plan outlining when specific system functionality is expected to be available and implemented in the target solution. The plan will be the basis for establishing an update schedule.
- **Service Review:** Critical oversight and account management to determine that the right policies, procedures, and processes are compliant and that accurate financial and management reports are produced. The Service Review reporting pack will cover performance against agreed SLA targets and will cover major Cases, Incidents (and related Problems), service requests and problems. It will also cover changes for the period as well as regression testing and Service Requests.

Your dedicated Client Success Manager (CSM) plays a significant role in this model and will carry the primary responsibility for the relationship, service delivery and service outcomes. From CFX's perspective, the CSM will help ensure close coordination of Base Service activities and priorities, including change management. They will also coordinate activities related to feature adoption blueprints and update schedules. Most importantly, they are the person CFX will be able to call with issues and escalations. The CSM works hand-in-hand with our Workday Production Support Manager, who coordinates work across our certified Workday support specialists.

Support levels

Level 2 and Level 3 support will be assigned to KPMG by CFX (Level 1 support) via the KPMG support portal. KPMG Resources will provide service delivery, tracking and recording of KPMG activity will be facilitated through the KPMG support portal. The L2/L3 KPMG Resources will also be responsible for service delivery coordination with other third parties, such as Workday, as it relates to assigned Cases. This coordination may be required as part of a Root Cause Analysis related to an Incident or Problem.

When describing ongoing operational support, we refer to industry standard Levels 1, 2 and 3 support tiers:

- **Level 1 (L1) support:** This proposed scope does not include L1 support as it is considered the Client Service Desk. L1 typically includes help desk activities such as password resets, printing setup, and end user application questions.
- **Level 2 (L2) support:** This level of support is responsible for more complex technical Incidents that require deeper knowledge and experience. L2 support KPMG Resources for this proposed scope specialize in Workday functional areas (see Staffing Model) and can resolve Incidents that require more advanced troubleshooting knowledge, skills and competencies.
- **Level 3 (L3) support:** This is the highest level of support and is responsible for resolving complex technical Incidents that cannot be resolved by L1 or L2 support. L3 support KPMG Resources have specialized experience in Workday, with deep technical knowledge and capability. In some Cases, L3

support will be provided collaboratively with Workday, in Cases where Incidents need to be resolved within their software.

Service Level Agreement (SLAs)

KPMG has established SLAs and definitions for supporting your Workday investment and governing our Incident Management process. These standard SLAs are socialized and validated with each client following the Services Commencement Date and are initially recorded and tracked during the Baselining Period. The primary focus is around response time and update time. We take caution not to provide SLAs that are out of line with Workday service levels and do not provide resolution SLAs as our ability to resolve is often predicated on Workday interactions since this is Level 2 and 3 support. For further details on the SLAs applicable to this proposed scope of work, please refer to the *Service Levels* found in Appendix 2.

Support delivery model

Our support delivery model accounts for the different interactions between our two organizations, as well as Workday, and clearly defines interfaces and joint processes.

- Our standard hours of coverage are 8am—4pm EST, Monday to Friday, excluding KPMG holidays. KPMG will communicate scheduled KPMG holidays to CFX on an annual basis. Additional terms regarding response times may be found in *Assumptions – Support* (Appendix 1) and *Service Levels* (Appendix 2).
- We use the KPMG support portal as the trigger to alert our team to Incidents
- Select members of the CFX team will also be provided with contact information (typically to the CSM) for urgent escalations, so there is always a clear path for communication and escalation.

KPMG has a strong, methodology driven four-phase approach to guide our clients to steady state operations of our managed service. Over approximately a three-month period, KPMG and CFX will build a shared understanding of the operating environment in which services will be rendered. Each phase has distinct outcomes that build mutual understanding of stakeholders and processes.

Services Initiation phase

- Lead up to the formal kickoff meeting. KPMG assumes that this would occur several weeks following the current implementation's stabilization period, with a start time around August 18, 2025. The exact start time is at CFX's discretion, however.
- Key activities include introductions to transition and operation team members, setting up of governance tools, repositories, and understanding CFX's onboarding process for the KPMG team. This phase Establishes the foundation for weekly status reporting and risk and issue logs.
- Completion of this phase would formally be considered the Services Commencement Date.

Plan phase

- Defines the overall transition plan, including documentation of criteria for service cutover to KPMG (start of service) and formalizes both a Baseline Service Level and the Baselining Period.
- Project planning steps include populating a questionnaire during discovery workshops to understand CFX's environment and processes
- Onboarding the KPMG team to required systems and tools:
    - KPMG will start by reviewing current approaches to standard connectors and surrounding activities, including tenant reviews
    - Expected outcomes include an overview of current operations and challenges, enhancement ideas (automation, process improvements, customer experience recommendations), and a roadmap to the desired state
    - Conducting as-is transition activities in parallel to help ensure no service lapse and preparing the team for enhancement efforts

Execution and validation phase

- Confirm completion of onboarding and access to configuration workbooks and supporting documentation (i.e., SOPs, Service Catalog, and Service Cut Over Checklist).

- Conduct structured knowledge transfer sessions, reviewing each module in detail, with questions from the KPMG team based on documentation review. Each session is recorded and/or has a scribe capturing minutes, covering topics, identified issues, and next steps. The KPMG team will validate standard operating procedures with CFX to ensure a shared understanding.
- Concludes with a formal go/no-go meeting based on service cutover criteria from the plan phase. Actual start of service depends on readiness of all stakeholders.

Stabilization phase

Initial period for the service where standard operating procedures are executed and refined as necessary. Once stabilized, a formal meeting closes the transition phase before moving to steady-state operations.

Steady state operations meeting cadence

Frequency	Meeting Type	Attendees	Purpose
Weekly or as needed	Operational	KPMG platform leads and specialists and CFX platform administrators	Focus on development efforts and escalations, resolve immediate issues, discuss short-term goals, and help ensure daily operations run smoothly. Discuss regular updates and troubleshooting efforts.
Monthly	Strategic	KPMG Client Success Manager, KPMG Workday Operational Director, KPMG Engagement Director and CFX platform administrators	Review performance metrics, risks, issues and upcoming priorities. Discuss Services Forecast (i.e., estimates for future demand of Base Services and Enrichment Services) and obtain approvals for upcoming work.
Quarterly	Executive	KPMG Executive Leadership and CFX Chiefs	Overview of major developments, evaluation of KPMG performance, and discussion of relevant strategic initiatives impacting Workday.

Delivery Activities

Activity – Plan phase	**Deliverables**
• Create Services Initiation Plan including activities and resources plan • Conduct initial assessment and complete transition plan • Identify and on-board team • Define roles & responsibilities • Request for most up to date artifacts • Request list of backlog of enhancements • Create draft Governance Plan which includes Roles & Responsibilities and Communications Plan • Review Client Change Management Process • Maintain Issues and Risk Management Log for Services initiation	• Services Initiation Plan
Activity – Execution and validation phase	Deliverables
• Issue access request for steady state Resources • Conduct overview of KPMG Service Management Tool and deliver training (where required) • Finalize Governance Plan • Conduct document review and Client to provide knowledge sharing • Perform forward and reverse shadowing knowledge transfer activities to be provided by Client • Perform quality checks to help ensure successful knowledge transfer by Client • Finalize and prioritize backlog of enhancements • Draft Release Schedule	• Backlog of Enhancements • Release Schedule • Governance Plan
Activity – Execution and validation phase	Deliverables[1]
• Develop and provide format for Operational Report Templates • Develop and provide format for Performance Scorecard Templates • Maintain and review issues log & risk mitigation • Obtain Go / No-Go for Steady State Support	• Operational Report Templates • Performance Scorecard Template

[1] CFX acknowledges and agrees that the Operational Report Templates and Performance Scorecard Template is Contractor Property and that KPMG is making the templates available for Client's use during the Term of the Work Order under the terms of the Work Order.

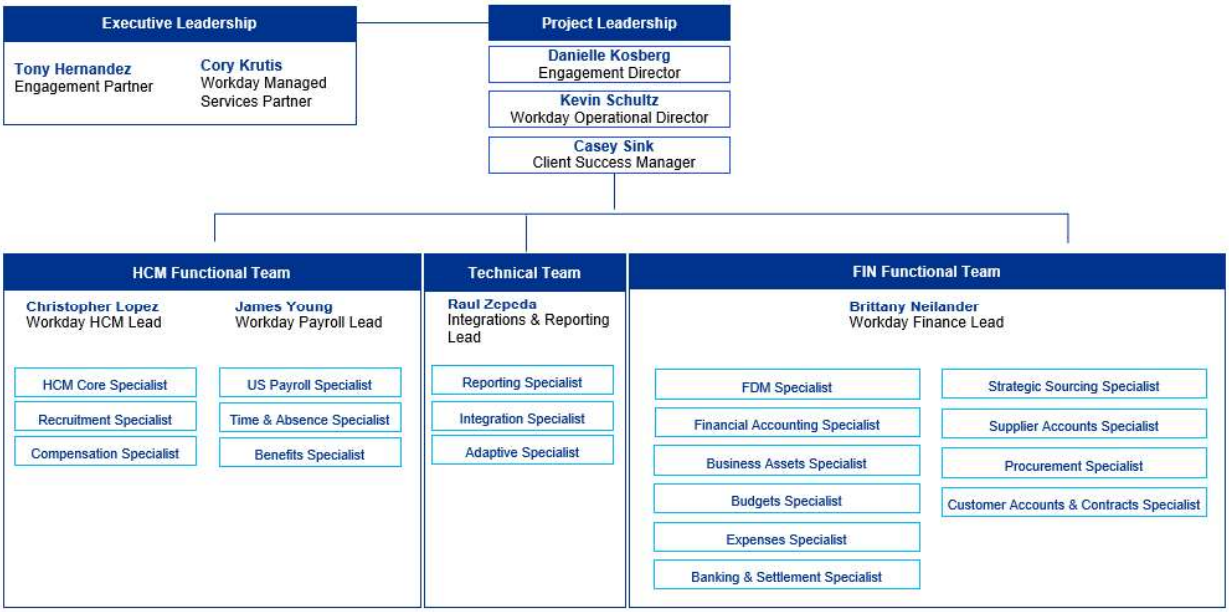
Staffing model

We understand the importance CFX places on the personnel who have the local presence, technical capability, and commitment to proactive service. Therefore, we have structured our team to include local KPMG Resources who will engage your team professionally and deliver the technical support needed during this transition to Workday.

Our approach will provide CFX with cost-effective access to Workday certified KPMG Resources with skillsets in the functional and technical areas detailed below.

KPMG's Managed Services team and Project Leadership will work together in support of a single goal – providing CFX the opportunity to realize value from their new Workday platform.

The KPMG team to serve CFX



CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 1 AGREEMENT
CONTRACT NO. 001798

THIS CONTRACT RENEWAL NO. 1 AGREEMENT ("Renewal Agreement") is made and entered into between CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, created by Chapter 2014-171, Laws of Florida, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter "CFX,", and KPMG LLP, a Limited Liability Partnership registered in Delaware and authorized to do business in Florida, hereinafter called the ("Contractor"). CFX and Contractor are referred to herein sometimes as a "Party" or the "Parties."

WITNESSETH

WHEREAS, on October 14, 2021, CFX and the Contractor entered into a Contract Agreement (the "Original Agreement") whereby CFX retained the Contractor to perform Information Technology Consultant services.

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

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

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

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

3. **Compensation for Renewal Term**. The Contractor shall be compensated for any and all services performed during the Renewal Term under this Renewal Agreement in accordance with **Exhibit "B"** of the Original Agreement in an amount up to $792,000.00 ("Renewal Compensation"). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the Contractor pursuant to the terms of the Original Agreement, and any supplements or amendments thereto.

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

In the event of a conflict between the provisions of this Renewal Agreement and the Original Agreement, or any existing supplements or amendments thereto, the provisions of this Renewal Agreement, shall take precedence.

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

IN WITNESS WHEREOF, the Parties have made and executed this Contract: Central Florida Expressway Authority, signing by and through its Director of Procurement, authorized to execute the same by Board action on the 12th day of September 2024, and KMPG LLP, signing through its Principal, duly authorized to execute same.

KPMG LLP

Commonwealth of Pennsylvania - Notary Seal
CADEN DRAKE MCERLEAN - Notary Public
Delaware County
My Commission Expires August 11, 2027
Commission Number 1435933

By: _____
Print Name: Anthony J. Hernandez
Title: Principal

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

Date: 10/02/2024

Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this 25 day of September, 2024 for its exclusive use and reliance.

By: Angela J. Wallace Digitally signed by Angela J. Wallace Date: 2024.09.25 09:32:55 -04'00'
Angela J. Wallace, General Counsel

SUPPLEMENTAL AGREEMENT NO. 1

TO

AGREEMENT FOR

INFORMATION TECHNOLOGY CONSULTANT SERVICES

THIS SUPPLEMENTAL AGREEMENT NO. 1 TO AGREEMENT FOR INFORMATION TECHNOLOGY CONSULTANT SERVICES ("Supplemental Agreement") is made and entered into this 22 day of August, 2023 by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called "CFX", and the consulting firm of KPMG LLP, a limited liability partnership, registered in Delaware and authorized to do business in the State of Florida, hereinafter called the "CONTRACTOR".

WHEREAS, CFX and CONTRACTOR entered into that certain Agreement for Professional Services between CFX and the CONTRACTOR, dated October 14, 2021, and

WHEREAS, Articles 2.0 of the Agreement has a not-to-exceed amount, CFX elects to add additional funds to the Agreement to compensate for 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. Exhibit "B" of the Agreement is hereby amended as follows:
    a. The Total Maximum Limiting Amount is adjusted upward by $3,500,000.00 to $7,527,000.00.
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: 2023.08.24 14:00:26 -04'00'
Aneth Williams, Director of Procurement

KPMG LLP

By: _____

Print Name: Anthony J. Hernandez

Title: Principal

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

By: Jo O. Thacker
Jo O Thacker

CONTRACT



AND

KPMG LLP

INFORMATION TECHNOLOGY CONSULTANT SERVICES

CONTRACT NO. 001798

CONTRACT DATE: OCTOBER 14, 2021
CONTRACT AMOUNT: $4,027,000.00

CONTRACT, SCOPE OF SERVICES, SYSTEMS IMPLEMENTATION ADDENDUM, METHOD OF COMPENSATION, PRICE PROPOSAL, AND POTENTIAL CONFLICT DISCLOSURE FORM

CONTRACT, SCOPE OF SERVICES, SYSTEMS IMPLEMENTATION ADDENDUM, METHOD OF COMPENSATION, AND PRICE PROPOSAL, POTENTIAL CONFLICT DISCLOSURE FORM

INFORMATION TECHNOLOGY CONSULTANT SERVICES

CONTRACT NO. 001798

OCTOBER 2021

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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CONTRACT 001798

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34. EXHIBITS 27

Contract No. 001798

This Contract is made this day of October 14, 2021, 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 KPMG LLP, a limited liability partnership, registered in Delaware and authorized to do business in the State of Florida, whose principal address is 227 North Bronough Street, Suite 7500, Tallahassee, Florida 32301 "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 Information Technology Consultant Services under Contract No. 001798, and related tasks as may be assigned to the CONTRACTOR by CFX; **and**

WHEREAS, on or about June 23, 2021, CFX issued a Request for Proposals seeking qualified contractors to perform such tasks; **and**

WHEREAS, CONTRACTOR was the successful one of three (3) qualified firms that responded to the Request for Proposals and was ultimately selected; **and**

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

1. SERVICES TO BE PROVIDED

The CONTRACTOR shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Scope of Services attached as **Exhibit "A"** which is are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed, and services provided to the satisfaction of the duly authorized employee of CFX, who shall have at all times full opportunity to evaluate the services provided under this Contract in accordance with the acceptance procedures specified in the Scope of Services.

The services to be provided under this Contract include performing information technology consultant services as detailedin the Addendum to the Scope of Services attached as **Exhibit "A1"** and incorporated byreference as though set forth fully herein.

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

2. TERM AND NOTICE

The initial term of the Contract will be three (3) years from the date indicated in the Notice to Proceed from CFX, hereinafter "Initial Contract Term." At the sole discretion and election of CFX, there may be two (2) one-year renewal options, or portions thereof. Renewals will bebased, 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.)

Except in the event of an alleged breach, which shall remain subject to the cure period specified herein CFX shall have the right to immediately terminate or suspend the Contract or any task authorization issued pursuant thereto, at any time upon thirty (30) days prior written notice for convenience or for cause for CONTRACTOR's failure to cure its material failure to perform the provisions of the Contract within thirty (30) days following receipt of written notice from CFX specifying the deficiencies and the basis for termination. Under no circumstances shall a noticed termination by CFX (with or without cause) constitute a default by CFX. In the event of a termination for convenience or without cause, except for any alleged default of this Contract, which shall remain subject to the cure period specified herein, CFX shall notify CONTRACTOR (in writing) at least thirty (30) days in advance 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 performed prior to termination. The effect of termination of the CONTRACTOR hereunder will be to discharge both the CONTRACTOR and CFX from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The CONTRACTOR shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. Notwithstanding the foregoing, CONTRACTOR will not be paid for special, indirect, consequential, or undocumented termination costs and expenses except as otherwise authorized in the applicable task authorization or as determined in an administrative or judicial proceeding. Payment for work performed will be based on Contract prices, which prices may 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, except as otherwise authorized in the applicable task authorization or as determined in an administrative or judicial proceeding.

If CONTRACTOR: materially (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 due to CONTRACTOR's failure to cure such alleged breach within thirty (30) days following receipt of notice from CFX as set forth herein, CFX may take over the work covered by the Contract.

If CONTRACTOR (within the curative period) does not correct the default as set forth above, 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 in its entirety, CFX, subject to the terms of this Contract, will have the right to appropriate or use any or all materials as CFX determines to the extent any such materials are owned by CFX in accordance with the terms of this Contract, 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. For the avoidance of doubt, CONTRACTOR shall not have any liability to CFX as a result of CFX's use of any unfinished, incomplete, or draft work products and materials that are furnished to CFX, provided that CONTRACTOR has notified CFX of the incomplete status of such material. All actual costs and charges reasonably 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, as mutually agreed to by the parties or as determined by the disputes process. If, after the default notice curative period has expired, but prior to any action by CFX to terminate this Contract and 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 actual costs of CFX reasonably incurred solely 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 byits nature and context survives the expiration of earlier termination of the Contract, shall survive the expiration or earlier termination of the Contract subject to the liability limitations herein.

Except as otherwise set forth in the task authorization or as determined in an administrative or judicial proceeding, CFX shall have no liability to CONTRACTOR for expenses or profits related to unfinished workon 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 convenience.

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

3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES

3.1 CFX agrees to pay CONTRACTOR for services performed in accordance with the Method of Compensation attached hereto as **Exhibit "B"** and incorporated by reference as though set forth fully herein.

3.2 The not to exceed Contract Amount for the Initial Contract Term is $4,027,000.00 as defined in the Price Proposal attached hereto as **Exhibit "C"** and incorporated by reference as though set forth fully herein.

4. AUDIT AND EXAMINATION OF RECORDS

4.1 Definition of Records:

(i) "Contract Records" shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data

compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, related to the Contract either made by CFX or received by CFX from the CONTRACTOR, or otherwise made or received by CONTRACTOR, as a contractor working on behalf of a public agency, in connection with CONTRACTOR's performance of the Services pursuant to this Contract.

(ii) "Proposal Records" shall include, time schedules, labor rates, quotations from subcontractors, and other the timekeeping and expense records used by CONTRACTOR in determining the amount invoiced to CFX for hourly rate engagements.

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 Records 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 pendinglitigation 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 by an independent third party auditor selected by CFX through the competitive solicitation process who agrees to sign a non-disclosure agreement with CONTRACTOR, an audit of the Contract Records and Proposal 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 properly disallowed by CFX because of accounting errors or charges not in material conformity with the Contract, the CONTRACTOR agrees that such amounts that are not otherwise subject to a good faith dispute are due to CFX upon demand. Finalpayment 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 subject to Section 4 above, provide the public agency with a copy of the requested records or allow the records to be inspected or copied withina 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. Notwithstanding the foregoing, CONTRACTOR may disclose any CFX information without CFX's prior written consent as may be required for internal corporate, accounting or legal review or as required pursuant to any applicable law, regulation,

judicial or administrative order or decree, or request by other regulatory organization having authority pursuant to the law; provided, however, that CONTRACTOR shall first have given prior written notice to CFX, if permitted; and further provided that CONTRACTOR shall use reasonable efforts to minimize such disclosure.

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 an industry standard format that is compatible with the information technology systems of the public agency as specified in the applicable task authorization. Notwithstanding the foregoing, CONTRACTOR is authorized to maintain a copy of all information necessary to comply with its contractual obligations and applicable professional standards. Information stored on routine back-up media for the purpose of disaster recovery will be subject to destruction in due course. Latent data such as deleted files and other non-logical data types, such as memory dumps, swap files, temporary files, printer spool files and metadata that can customarily only be retrieved by computer forensics experts and are generally considered inaccessible without the use of specialized tools and techniques will not be within the requirement for the destruction of records as contemplated by this paragraph.

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 CFXor 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, subject to the liability limitations herein.

Should CFX receive a valid public records request for CONTRACTOR's records, CFX shall notify CONTRACTOR written notice of the request, including a copy the request, and the records CFX intends to release pursuant to the request. Following such notice, CONTRACTOR shall within a reasonable time determine if there are any lawful exemptions and notify CFX, in writing, of any records exemptions CONTRACTOR believes should be asserted. Failure to provide notice to CFX may result in a waiver by CONTRACTOR of any such exemption if timely disclosure by CFX is required pursuant to Florida 's public records laws.

6. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

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

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

As required by Section 348.753, Florida Statutes, and CFX's Code of Ethics, CONTRACTOR agrees to complete CFX's Potential Conflict Disclosure Form prior to the execution of the Contract, upon the occurrence of an event that requires disclosure, and annually, not later than July 1st. The Potential Conflict Disclosure Form is attached as **Exhibit "D"** 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 agrees that it and its employees, officers, agents, and subcontractors performing services 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 bemade a part of this Contract as though set forth in full.

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

7. DISADVANTAGED/MINORITY/WOMEN BUSINESS ENTERPRISES

CFX has adopted a program to provide opportunities for small business, including Disadvantaged/Minority Business Enterprises ("D/MBEs") and Women's Business Enterprises ("WBEs"). Under CFX's program, CONTRACTOR is encouraged to grant small businesses the opportunity to participate in CFX's contracts. CONTRACTOR shall provide information regarding its employment of such businesses and the percentage of payments made to such businesses and others. CONTRACTOR shall provide an annual report to CFX on or before each

anniversary of the date indicated in the Notice to Proceed and throughout the Term, regarding use of small business D/MBEs and WBEs and the percentage of payments made to enterprises falling within such categories. Such report shall consolidate the information contained in CONTRACTOR's invoices and shall be in a form reasonably acceptable to CFX. CONTRACTOR understands and agrees that in order for CFX to calculate and determine CONTRACTOR's compliance with CFX's WBE and D/MBE program and the utilization summary provided by CONTRACTOR under the RFP, CONTRACTOR shall provide a summary of the actual payments paid to any D/MBEs and WBEs pursuant to the terms of this Contract, which amounts shall be calculated based on the actual rates charged from the D/MBEs and WBEs to the CONTRACTOR, and not the hourly rates established in **Exhibit "C"**.

8. CONTRACTOR 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 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. No Work shall commence under the Contract unless and until the required Certificates ofInsurance 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, aswell 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) or better and a financial rating of Class XII, as defined by A.M. Best and Company's Key Rating Guide and must be approved by CFX. CONTRACTOR shall carry and

keep in force the following insurance coverage, and provide CFX with correct certificates of insurance (ACORD forms) upon Contract execution:

8.1 Commercial General Liability:

Insurance having a minimum coverage of One Million Dollars ($1,000,000.00) per occurrence of bodily injury or property damage and a minimum of Two Million Dollars ($2,000,000.00) annual aggregate for both General and Products and Completed Operations. Liability insurance shall be current ISO simplified form including products and completed operations coverage. The

contractual liability insurance coverage shall include coverage for responsibilities and liabilities assumed by CONTRACTOR under this Agreement.

8.2 Business Automobile Liability:

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

8.3 Workers' Compensation Insurance:

Coverage, including all coverage required under the laws of the state of Florida (as amended from time to time hereafter);

8.4 Unemployment Insurance:

Coverage in amounts and forms required by Florida law, as it may be amended from time to time hereafter;

8.5 Professional Liability, including Cyber Liability:

Professional Liability Coverage shall have limits of not less than One Million Dollars ($1,000,000) per claim 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.

If a data breach is possible, the Contractor's Professional Liability insurance shall include coverage for Internet Media Liability related claims 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.

8.6 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.

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, and (d) 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. The insurance policies required by CONTRACTOR under this Contract may not be canceled or the types or amounts of coverage decreased without at least thirty (30) days prior written notice to CFX from the CONTRACTOR. 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 requirement that is not cured within thirty (30) days following receipt of written notice from CFX specifying such failure 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, and such failure is not cured within thirty (30) days following receipt of written notice from CFX specifying such failure, then CFX may declare CONTRACTOR in default for cause.

9. CONTRACTOR RESPONSIBILITY

9.1 CONTRACTOR shall take all commercially reasonable precautions in the performance of the Services and shall cause its employees, agents and subcontractors performing Services directly for CFX to do the same. To the extent applicable to the Services and subject to the liability limitations herein CONTRACTOR shall be responsible for the safety of, and shall provide protection designed 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 performing Services directly for CFX for whom CONTRACTOR may be legally or contractually responsible, with the SOP, applicable laws, ordinances, rules, regulations, orders of public authorities, professional standards, including to the extent applicable to the Services and subject to the liability limitations herein:

(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 Subject to the liability limitations herein, 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 performing Services directly for CFX or any other persons for whom CONTRACTOR may be legally or contractually responsible.

9.4 Subject to the liability limitations herein, CONTRACTOR shall ensure that all of its activities and the activities of its employees, agents, officers and subcontractors performing Services directly for CFX 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. To the extent applicable to the Services, 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, subject to the liability limitations herein;

9.5 CONTRACTOR shall promptly 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 any such other circumstances materially impair the ability ofCONTRACTOR to carry on as its business and operations as are currently conducted or to perform the Services.

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, except in the ordinary course of business that would prohibit those employees from leaving CONTRACTOR's employ and taking employment with any successor of CONTRACTOR for CFX's toll operations and management services.

10. INDEMNITY

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

10.2 violation of same by CONTRACTOR, its subcontractors, officers, agents or employees,

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

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

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

10.6 CONTRACTOR's failure to include terms in its subcontracts as required by this Contract,

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

10.8 CONTRACTOR's breach of any of the warranties or representations contained in this Contract.

CONTRACTOR will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of CFX or any of its officers, agents or employees. The parties agree that 1% of the total compensation to theCONTRACTOR 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; provided, however, that Contractor may, only after receipt of written approval from CFX, which approval may be withheld in CFX's sole and absolute discretion, reference its performance hereunder as a past performance or past experience reference in response to future solicitations.

12. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS

CFX shall be and remain the sole owner of all rights, title, and interest in, to, and associated with all (whether in paper, electronic, or other form) tangible and intangible materials that are generated or developed with respect to and in connection with this Contract and the performance thereof and specified to be delivered to CFX in a task authorization, excluding any CONTRACTOR Property (collectively, the "CFX Property"), upon payment by CFX to the CONTRACTOR in accordance with the terms of the Contract. Upon payment by CFX to the Contractor in accordance with the terms of the Contract, CFX's ownership of CFX Property includes without limitation all common law, statutory and other rights, title, and interest in, to, and associated withtrademark, service mark, copyright, patent, trade secret, and publicity (collectively, the "CFX Intellectual Property"). For purposes of clarity, CONTRACTOR and CFX agree that any and all intellectual property rights to CFX Property arising out of the performance of the Contract, whether created by CFX,

CONTRACTOR, or a third party, whether or not it includes intellectual property owned by others (which shall remain the property of its owners), is intended to be and shall be owned by CFX upon payment to CONTRACTOR in accordance with the task authorization. To that end, CONTRACTOR hereby assigns to CFX any and all rights to CFX Property, including copyrights, in any such intellectual property, including the CFX Intellectual Property and any part thereof, and agrees to cooperate with CFX in executing any documents reasonably requested by CFX to effectuate this assignment. 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 deniedin CFX's sole discretion. Notwithstanding the foregoing, CFX acknowledges and agrees that CONTRACTOR shall have the right to retain for its files copies of the CFX Property necessary to comply with any legal obligations therefor, but agrees to maintain any such CFX Property in strict confidence. 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, or any portion thereof, 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 hereby grants CFX, under CONTRACTOR's intellectual property rights in such CONTRACTOR Property, a royalty-free, non-exclusive, non-transferable, perpetual license to use such CONTRACTOR Property solely in connection with CFX's use of the CFX 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, licenses or rights in and to the CONTRACTOR Propertyand CONTRACTOR Intellectual Property, or any parts thereof, as necessary to use the CONTRACTOR Property or Contractor Intellectual Property of in connection with CONTRACTOR's performance of services under this Contract and for CFX's authorized use of the CFX Property under 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 to the extent applicable to the Services and the CFX Property; **AND**

12.3 If any CONTRACTOR Property or CONTRACTOR Intellectual Property is comprised or based upon, in whole or in part, of material created or owned by third parties, including independent contractors, CONTRACTOR is the owner (by written assignment) or licensee of all rights necessary to perform the services under the Contract and to convey to CFX any and all rights agreed to under the Contract, including any and all rights included in CFX Property or CFX Intellectual Property.

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

12.5 Subject to Chapter 119, Florida Statutes (Florida Public Records Act), CONTRACTOR shall maintain CFX Property and CFX Intellectual Property in 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 or as otherwise expressly permitted 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, register copyrights, trademarks, service marks, or patents, in its name or in any name other than CFX (which would be only at CFX's written direction) nor shall it claim trade secret, publicity, or other rights of any kind in CFX Property and CFX Intellectual Property. CONTRACTOR shall utilize the same standards of protection and confidentiality for the CFX Property and CFX Intellectual Property that CONTRACTOR uses to protect its own property and confidential information, of like nature but in no instance less than reasonable care, while complying with the requirements of Chapter 119, F.S., as specified in paragraph 5.

CONTRACTOR further warrants and represents that there are no pending, threatened, or reasonably anticipated Claims against CONTRACTOR, its employees, officers, agents, or subcontractors with respect to the CONTRACTOR Property or CONTRACTOR Intellectual Property that would materially affect CONTRACTOR's ability to perform the Services.

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

12.6 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 or against CFX or, CONTRACTOR; **OR**

12.7 CFX's continued use (notwithstanding any temporary suspension of use) of any CONTRACTOR Property or CONTRACTOR Intellectual Property solely in connection with this Contract; **AND**

12.8 Notwithstanding sections 12.6 and 12.7, the confidentiality and security provisions contained herein shall survive the term of this Contract for ten (10) years beyond 12.6 and 12.7 subject to the liability limitations herein.

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 ofwhether such conviction is appealed.

16. COMPLIANCE WITH LAWS; EQUAL EMPLOYMENT OPPORTUNITY

CONTRACTOR shall conform and comply with and take reasonable precaution designed 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

CONTRACTOR will use commercially reasonable efforts to maintain the level of expertise, knowledge and experience possessed by employees of CONTRACTOR that perform the Services, particularly the Program Manager, Technical Manager and Project Administrator (the "Key Personnel") and CONTRACTOR covenants to have employees possessing such expertise, knowledge and experience available at all times to assist in the provision of the services as specified in 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 contemplated by the Scope of Services, as may be requested from time to time during the Term of this Contract by CFX and subject to a duly executed change order. When CFX designates an additional area for which expertise or experience shall be required as contemplated

by the Scope of Services, CONTRACTOR shall use all reasonable and diligent efforts to promptly hire and retain one or more individuals possessing such experience or expertise; provided that any modification as to the Scope of Services will be accompanied by a duly executed change order.

CONTRACTOR shall use commercially reasonable efforts to maintain Key Personnel throughout the Term of the Contract. The identity of the individuals, initiallyassigned to each of such positions by CONTRACTOR, shall be submitted to CFX and CFX shallbe notified in advance of any replacement 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 or if any Key Personnel otherwise become unavailable due to factors outside of CONTRACTOR's reasonable control, CONTRACTOR will use commercially reasonable efforts to replace Key Personnel with equally qualified replacements.

Promptly upon request of CFX, CONTRACTOR shall use commercially reasonable efforts to substitute any or 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 Contractor 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 may, at CFX's option, constitute a default subject to the cure periods 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 pursuant to the requirements of the Contract to the reasonable satisfaction of CFX's Executive Director (or her delegate). Prior to invoking the formal dispute resolution procedures with respect to any dispute, CFX's Executive Director (or her delegate) and CONTRACTOR, shall attempt in good faith to mutually resolve 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 pursuant to the procedures of this Contract. The Executive Director's decision upon all claims, questions and disputes shall be final agencyaction. Adjustments of compensation and Contract time, because of any changes in the work that may become necessary or desirable as the work progresses shall be left to the mutual agreement of the CONTRACTOR and Executive Director (and CFX Board if amendments are required) in a duly executed change order 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 onlyto 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 fora

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 thedate of being placed on the convicted vendor list."

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

23. GOVERNING LAW AND VENUE

This Agreement, and all claims, controversies, and causes of action arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, shall be governed by, and enforced in accordance with, the internal laws of the State of Florida, including its statutes of limitations, without giving effect to any conflict-of-laws or other rule that would result in the application of the laws of a different jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. The parties consent to theexclusive

jurisdiction of the courts located in Orange County, Florida. The obligations inSection 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 taxwithholding, 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 provisionsconsolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If CONTRACTOR discovers any material discrepancy, deficiency, or ambiguity in this Contract, or is otherwise in doubt as to the meaning of any provision of the Contract, CONTRACTOR may immediately notify CFX and request clarification of CFX's interpretation of the Contract.

26. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONTRACTOR hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached documentation supporting the compensation are accurate, complete

and current as of the date of this Contract. It is further agreed that said price shall be adjusted to exclude any significant sums where CFX shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one year following the date of final billing or acceptance of thework 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 any liability limitations herein; and

27.3 Prohibition on non-competition agreements of CONTRACTOR's employees, if and to the extent expressly agreed in the Scope of Services, 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 Upon expiration or termination of this Contract CONTRACTOR shall submit to CFX, upon request and to the extent specified in the Scope of Services and permitted by law, rule, regulation, or professional standards, 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 of CFX, if any, arising out of the Contract for any subcontracts or vending agreements designated in the Scope of Services 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 andsubcontractors 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

This Agreement is contingent upon an annual budget appropriation by CFX's Board. The parties agree that in the event funds are not appropriated to CFX to support continuation of performance in any fiscal year succeeding the first fiscal year, this Agreement may be terminated or modified at the discretion of CFX, which shall be effective upon written notice from CFX to the CONTRACTOR to that effect. In such an event, CFX will notify Contractor as soon as is practicable that the funds are, or are not, available for the continuation of the Contract for each succeeding fiscal year. The effect of termination of the Contract hereunder will be to discharge both the CONTRACTOR and CFX from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The CONTRACTOR shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract

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 forgiving of notice, to wit:

CFX: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, Florida 32807
ATTN: Chief Technology Officer

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

CONTRACTOR: KPMG LLP
227 N Bronough St, Suite 7500
Tallahassee, Florida 32301
Attention: Anthony Hernandez

with a copy to:

KPMG LLP
Office of General Counsel
345 Park Avenue
New York, New York 10154
Attention: General Counsel

33. ADDITIONAL TERMS AND CONDITIONS

Limitation of Liability. Notwithstanding anything else in this contract to the contrary, including all attachments, the liability of the Contractor on account of any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to the services performed under the Contract shall be limited to the amount of two (2) times fees the Contract Amount. In no event shall the Contractor be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs). The provisions of this paragraph shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss asserted, whether in contract, statute, rule, regulation, or tort (including but not limited to negligence) or otherwise and shall survive contract termination or expiration. Notwithstanding anything contained herein to the contrary, this paragraph shall not apply to the intentional, willful, or reckless acts or omission of the Contractor or Contractor's employees, subcontractors, officers, or agents.

Management Decisions. CFX acknowledges and agrees that the CONTRACTOR's services may include advice and recommendations; but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, CFX. CONTRACTOR will not perform management functions or make management decisions for CFX.

Third Party Usage. CFX acknowledges and agrees that any advice, recommendations, information, Deliverables or other work product ("Advice") provided by the CONTRACTOR in connection with the services under the Contract is intended for CFX's sole benefit and the CONTRACTOR does not authorize any party other than CFX to benefit from or rely upon such Advice, or make any claims against the CONTRACTOR relating thereto. Any such benefit or reliance by another party shall be at such party's sole risk. CONTRACTOR may, in its sole discretion mark such Advice to reflect the foregoing. Except for disclosures that are required by law or that are expressly permitted by this Contract, CFX will not disclose, or permit access to such Advice to any third party without CONTRACTOR's prior written consent.

California Accountancy Act. For engagements where services will be provided by CONTRACTOR through offices located in California, CFX acknowledges that certain of CONTRACTOR's personnel who may be considered "owners" under the California Accountancy Act and implementing regulations (California Business and Professions Code section 5079(a); 16 Cal. Code Regs. sections 51 and 51.1) and who may provide services in connection with this engagement, may not be licensed as certified public accountants under the laws of any of the various states.

Use of Vendors. CFX acknowledges and agrees that in connection with the performance of services under the Contract, CONTRACTOR and its Member Firms, in their discretion or at CFX's direction, may utilize the services of third parties within and outside of the United States to complete the services under the Contract; provided however, in the event CONTRACTOR or its Member Firms elects to utilize the services of third parties outside the United States to complete the services under the Contract, CONTRACTOR shall notify CFX in writing of any such election prior to utilizing such services and upon receipt of notice from the CONTRACTOR, CFX reserves, in its sole and absolute discretion, to deny the use of third party services outside of the United States and to terminate any such work order related to any services that are anticipated to be provided by CONTRACTOR using third parties outside of the United States to complete the services. CFX further acknowledges and agrees that CONTRACTOR-controlled parties, member Firms of KPMG International, and other third party service providers (collectively, "Vendors") may have access to confidential information from offshore locations, and that the CONTRACTOR uses Vendors within and outside of the United States to provide at CONTRACTOR's direction administrative or clerical services to CONTRACTOR. These Vendors may in the performance of such services have access to CFX's confidential information. CONTRACTOR represents to CFX that with respect to each Vendor, CONTRACTOR has technical, legal and/or other safeguards, measures and controls in place to protect confidential information of CFX from unauthorized disclosure or use. CONTRACTOR shall be responsible to CFX for CONTRACTOR-controlled, member Firms or Vendor's failure to comply.

34. EXHIBITS

This Contract incorporates by reference the exhibits listed below.

Exhibit "A" Scope of Services
Exhibit "A1" Systems Implementation Addendum
Exhibit "B" Method of Compensation
Exhibit "C" Price Proposal
Exhibit "D" Potential Conflict Disclosure Form

[SIGNATURES TO FOLLOW]

Contract No. 001798

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 awardedby CFX's Board of Directors at its meeting on October 14, 2021.

ACCEPTED AND AGREED TO

BY:KPMG LLP

By: _____

Anthony J. Hernandez

Title: Principal

Commonwealth of Pennsylvania - Notary Seal
MARY E MCMAHON - Notary Public
Delaware County
My Commission Expires Sep 4, 2023
Commission Number 1357140

ATTEST: _____ (Seal)

DATE: OCTOBER 21, 2021

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Date: 2021.11.17 16:22:45 -05'00'

Director of Procurement

Print Name: Aneth Williams

Date: _____

Approved as to form and execution for the use and reliance byCFX only.

Laura N. Kelly, Associate General Counsel Digitally signed by Laura N. Kelly, Associate General Counsel Date: 2021.11.17 15:32:06 -05'00'

General Counsel for CFX

Diego "Woody" Rodriguez

Print Name

EXHIBIT “A” – SCOPE OF SERVICES

EXHIBIT "A"
SCOPE OF SERVICES

The **Contractor**'s support shall include, but is not limited to, the following three (3) primary categories, as set forth in the duly executed task authorization.

For any additional services not originally contemplated in this Scope of Services, Contractor will review the proposed task authorization and notify CFX in writing of its acceptance or rejection thereof.

I. Microsoft Office 365 Azure, Dynamics and Cloud

The **Contractor** shall deliver proactive support and other IT-related functions. The **Contractor** shall support CFX's efforts to execute Microsoft Office 365 Azure, Dynamics and Cloud service capabilities throughout the organization. These IT services must provide a robust cloud computing environment that supports all CFX operations, internal CFX users, interoperable partners, third-party service providers and customers. The **Contractor** shall provide IT services that support new and migrating applications to the defined Microsoft Office 365 Azure, Dynamics and Cloud environment, analyze and provide recommendations and advice for both business and technical functions to manage the use, performance and synchronized delivery of cloud service offerings.

The **Contractor** shall demonstrate Microsoft Office 365 Azure, Dynamics and Cloud expertise to eliminate expensive trial-and-error approaches. Additionally, the **Contractor** shall help support CFX's IT efforts to provide optimal steady state performance of cloud hosted applications.

A. Program Governance, Program Management/Implementation Capability and Organization Change Management Support
    1. The **Contractor**'s services may include, but not be limited to, providing support and recommending solutions, and implementing and assisting CFX in the implementation of, those solutions deemed mutually acceptable in writing by the parties for the following activities:
        a. Support CFX's efforts to define and deliver processes for governing, managing and preparing the organization to adapt to the CFX's Microsoft Office 365 Azure, Dynamics and Cloud investments and affiliated applications.
        b. Support maintenance of virus/ malware detection and spam reduction programs on agency servers, email and CFX devices.
        c. Support adoption of Cloud Security best practices at CFX and the performance of security audits, as requested.
        d. Support CFX by providing training for various technologies.
        e. Support CFX by using metrics and data from the Cherwell ticketing system to make training recommendations to reduce routine ticket types/categories

B. Architecture, Design and Operations Support
    1. The **Contractor**'s services may include, but not be limited to, providing support and recommending solutions, and implementing and assisting CFX in the implementation of, those solutions deemed mutually acceptable in writing by the parties for the following activities:
        a. Support on-going development and refinement of designs for CFX's Microsoft

Office 365 Azure, Dynamics Cloud architecture and plans to deliver, manage, operate, and continuously improve CFX's organizational Cloud capabilities.

C. Cloud Services Administration
   1. The **Contractor**'s services may include, but not be limited to, providing support and recommending solutions, and implementing and assisting CFX in the implementation of, those solutions deemed mutually acceptable in writing by the parties for the following activities:
      a. Support assessments, analyses, planning and execution assistance for migrating new and legacy CFX applications and services to Microsoft Cloud.
      b. Support CFX's efforts to configure, manage and monitor the Microsoft Cloud service.
      c. Analyze cloud resource deployment summary data and monitor cloud resource key metrics.
      d. Resolve operational problems.
      e. Upon CFX's direction, evaluate and provide support for the implementation of new cloud computing technologies.

II. Ancillary IT Personnel Activities

In addition to supporting CFX's Microsoft Office 365 Azure, Dynamics and Cloud initiatives, the **Contractor** may also provide qualified professional, technical and support personnel for ancillary activities.

A. Information Technology Service Management (ITSM)
   1. The **Contractor**'s services may include, but not be limited to, providing support and recommending solutions, and implementing and assisting CFX in the implementation of, those solutions deemed mutually acceptable in writing by the parties for the following activities:
      a. The delivery of quality and reliable end-to-end IT services using leading practice frameworks for IT service delivery to help coordinate that the right processes, people, tools and technology are in place to support CFX.
      b. Enhance customer-facing IT service support and delivery to the CFX user community.
      c. Support with the optimization and enhancements to CFX's ITSM Tool (Cherwell)

B. Database Administration
   1. The **Contractor**'s services may include, but not be limited to, providing support and recommending solutions, and implementing and assisting CFX in the implementation of, those solutions deemed mutually acceptable in writing by the parties for the following activities:
      a. Microsoft SQL Server Administration
      b. Oracle Database Administration
      c. Database High Availability/Disaster Recovery
      d. Database Monitoring and Optimization
      e. Data Warehousing

C. Data Analytics & Business Intelligence
   1. The **Contractor**'s services may include, but not be limited to, providing support and recommending solutions, and implementing and assisting CFX in the implementation of, those solutions deemed mutually acceptable in writing by the parties for the following activities:
      a. Work with CFX to better understand not only day-to-day operations, but ultimately address challenges by monitoring key performance indicators (KPIs) and using evidence-based decision-making.
   2. Support CFX efforts to better visualize data and gain a more comprehensive understanding of operations, identify inefficiencies and leverage historical information and/or real-time data for more data-driven planning.
   3. The **Contractor** may, at CFX's discretion, ~~support CFX's~~ develop~~ment~~ and support ~~of~~ dashboards using Microsoft Power BI, to include but not limited to, dashboards for CFX executive management.

D. Software Development
   1. The **Contractor**'s services may include, but not be limited to, providing support and recommending solutions, and implementing and assisting CFX in the implementation of, those solutions deemed mutually acceptable in writing by the parties for the following activities:
      a. Microsoft Visual Studio
      b. .NET
      c. C#
      d. Microservices
      e. MS Dynamics (Logic Apps, Power Apps, EventHubs, Azure functions, etc)
      f. SQL
      g. Oracle PL/SQL
      h. Microsoft T-SQL
      i. HTML
      j. CSS
      k. PHP
      l. Javascript
      m. Mobile Development iOS, Android, Xamarin)
      n. Secure Coding Best Practices

E. System Administration
   1. The **Contractor**'s services may include, but not be limited to, providing support and recommending solutions and implementing and assisting CFX in the implementation of, those solutions deemed mutually acceptable in writing by the parties for the following activities of CFX:
      a. Install new/rebuild existing servers and configure hardware, peripherals, services, settings, directories, storage, etc. in accordance with CFX standards, including virtualized environments.
      b. Perform daily system monitoring, verifying the integrity and availability of CFX hardware, server resources, systems and key processes, reviewing system and application logs, and verifying completion of scheduled jobs such as backups.
      c. Diagnose CFX hardware/software problems and replace defective components.
      d. Plan, coordinate and implement security measures in order to protect CFX data,

software and hardware.

F. Network and Telecom Administration Support
   1. The **Contractor**'s services may include, but not be limited to, providing support and recommending solutions, and implementing and assisting CFX in the implementation of, those solutions deemed mutually acceptable in writing by the parties for the following activities:
      a. Support network equipment including switches, firewalls, routers, and collaboration with phone system vendor.
      b. Support management (and backup of) disaster recovery systems.
      c. Support monitoring of network performance and associated management services.
      d. Support and evaluation of commercial carrier and networking services
      e. At the direction of CFX, Support CFX's efforts to plan, coordinate and implement network security measures designed to protect CFX data, software and hardware.

III. Management & Professional Services

The **Contractor** may also provide management consulting services to help CFX enhance performance and to leverage leading practices found in government and/or the private sector.

A. Customer Experience Consultation
   1. The **Contractor**'s services may include, but not be limited to, providing support and recommending solutions, and implementing and assisting CFX in the implementation of, those solutions deemed mutually acceptable in writing by the parties for the following activities:
      a. Provide guidance on how to better organize, deploy and improve organizational customer service efficiency and effectiveness.
      b. Provide customer service guidance that aligns with the CFX's mission, vision and strategic plan goals.
      c. Evaluate how existing resources can be more effectively and efficiently organized to achieve customer service goals.
      d. Assess how the customer experience can be enhanced through multiple interaction channels.

B. Operations & Process Improvement
   1. The **Contractor**'s services may include, but not be limited to, providing support and recommending solutions, and implementing and assisting CFX in the implementation of, those solutions deemed mutually acceptable in writing by the parties for the following activities:
      a. Review and assess the current CFX organizational structure and operational functions.
      b. Assess current performance measures and compare to both government and to private sector industry standards.
      c. Support CFX's efforts to manage Payment Card Industry (PCI) compliance at the direction of CFX.
      d. Assess cost saving technologies to support current and future programs and operations.

e. Provide training recommendations to improve operations and support succession planning

C. Strategy & Planning
   1. The **Contractor**'s services may include, but not be limited to, providing support and recommending solutions, and implementing and assisting CFX in the implementation of, those solutions deemed mutually acceptable in writing by the parties for the following activities:
      a. Support by providing insight on new technology changes and uses that could enable increased efficiencies, reduced costs and/or enhanced means to deliver on CFX's mission.
      b. Support by providing technical expertise for technology issues.
      c. Support by maintaining efforts to support CFX's plan, to procure and deploy new IT system components both hardware and software
      d. Support by developing recommendations for future purchasing and technology needs.
      e. Support by assisting with operational procedures and applications.

IV. Acceptance Procedure

CFX shall review Contractor's performance of services within ten (10) business days of the completion of the services or delivery of any specified Deliverable (hereinafter defined) ("**Acceptance Period**"). A "Deliverable" shall include any items or deliverable outlined in and required pursuant to the Contract or a task authorization for delivery from the Contractor to CFX. The Acceptance Period may be revised in a task authorization. CFX may reject the Deliverable or services within the acceptance period by providing to CONTRACTOR a notice of rejection ("**Rejection Notice**") specifying a list of material non-conformities with the specifications set forth in the relevant task authorization (the "**Specifications**"). To be effective, the Rejection Notice shall be in writing (email being acceptable) and sent to the CONTRACTOR'S point of contact specified in the Contract or otherwise identified to CFX in writing by CONTRACTOR. CONTRACTOR shall then conform the Deliverable or the services to the Specifications and resubmit it to CFX for review and acceptance ("**Work-Out Period**"). This process shall continue until the Deliverable or services are accepted; provided that, in the unlikely event the Deliverable or services have not met the Specifications after three Work-Out Periods, then (unless the Parties otherwise mutually agree in writing), (i) CFX may elect to terminate all or a portion of the work task authorization, at CFX's sole and absolute discretion, by providing written notice to CONTRACTOR of such termination, (ii) CONTRACTOR will promptly provide CFX with a refund of any amounts paid by CFX for the nonconforming services or Deliverables that, at the time of termination, have not met the Specifications, and (iii) CFX will promptly return such Deliverables to CONTRACTOR. The Deliverable or services will be deemed accepted when the applicable acceptance period has expired without CONTRACTOR receiving an effective Rejection Notice, or when CFX uses such Deliverable or services (notwithstanding any rejection of such Deliverable or services), whichever occurs first.

Positions & Responsibilities

This outlines the personnel positions and the responsibilities of each position that may provide services to CFX, as outlined in the Scope of Work. The **Contractor** shall provide specific personnel for the requested task authorization (TA) using the established **Contractor**'s personnel rates.

Personnel staffed for a CFX task will be a specialized/expert resource with appropriate certifications, as applicable. Certifications may include, but not be limited to, the following: Project Management Professional (PMP)®, Certified Information System Security Professional (CISSP)®, Microsoft Certified Solutions Expert - Server (MCSE), Microsoft Certified Solutions Associate (MCSA), Microsoft Certified Solutions Expert - Database (MSCE), Cisco Certified Network Associate (CCNA), Cisco Certified Network Professional (CCNP) and Oracle Database 11g Administrator Certified Associate.

1. **Principal Consultant**: A minimum of ten (10) years' experience providing IT and/or management consulting services (as defined by a TA) is required for Principal Consultant positions. The functional responsibilities of this position may include, but are not limited to:
   - Providing executive-level consultation services to CFX
   - Providing senior-level interface with CFX and managing daily operations
   - Timely performance and completion of all obligations under a TA
   - Organizing and directing the overall performance of a TA
   - Possessing the authority to make binding decisions on behalf of the firm
   - Formulating organizational strategy and directing major strategic initiatives
   - Ensuring that goals and objectives are accomplished within budgetary parameters
   - Developing and maintaining CFX relationships
   - Assisting on large, complex or multi-discipline engagements
   - Allocating financial and human resources and material assets
   - Formulating and enforcing work standards
   - Participating in the design phase of tasks and ensuring their successful execution

2. **Senior Consultant:** A minimum of ten (10) years' experience providing IT and/or management consulting services (as defined by a TA) is required for Senior Consultant positions. The functional responsibilities of this position may include, but are not limited to:
   - Managing the day-to-day operations
   - Ensuring the quality and timely completion of projects or services
   - Providing technical and subject matter expertise in fulfillment of CFX TAs
   - Participating as a senior team member providing high-level consulting services
   - Planning, organizing and executing tasks in successful delivery of projects or services
   - Developing and defining strategic visions
   - Planning, directing, controlling, scheduling, coordinating and organizing management of tasks
   - Providing CFX interface in fulfillment of CFX TAs
   - Possessing authority and responsibility for the execution of CFX TAs

- Planning, organizing and overseeing all subordinate work efforts
- Ensuring quality standards and work performance on CFX TAs
- Organizing, directing and managing support services

3. **Consultant:** A minimum of five (5) years' experience providing IT and/or managementconsulting services (as defined by a TA) is required for Consultant positions. The functional responsibilities of this position may include, but are not limited to:
   - Applying administrative, consultative, and technical expertise in fulfillment of CFXTOs
   - Planning, organizing, executing, and controlling project tasks in successful delivery ofprojects or services
   - Interfacing with CFX on a day-to-day basis to ensure timely delivery of project orservices
   - Applying a broad set of management skills and technical expertise as a project leader
   - Providing solutions through analysis
   - Directing subordinates in the completion of tasks orders
   - Organizing, directing and managing support services
   - Assigning tasks and overseeing projects or other services under CFX TOs
   - Directing activities in fulfillment of CFX TAs
   - Training CFX personnel through formal classroom courses, workshops or seminars

4. **Junior Consultant:** A minimum of three (3) years' providing IT and/or management consulting services (as defined by a TA) is required for Junior Consultant positions. Thefunctional responsibilities of this position may include, but are not limited to:
   - Applying a broad set of subject matter and technical expertise
   - Directing projects or services under CFX TAs within estimated timeframes and budgetconstraints
   - Organizing, directing, and managing support services
   - Serving as a member of a team performing mid-level assignments
   - Providing solutions through analysis
   - Conducting CFX training through formal classroom courses, workshops or seminars

5. **Program & Administrative Support:** The functional responsibilities of this positionmay include, but are not limited to:
   - Coordinating and providing administrative support services to firm staff and CFX
   - Supporting the provision of services or production of project deliverables andperforming administrative functions required to complete tasks
   - Providing graphics and editorial support services and desktop publishing services
   - Maintaining version control of project documents
   - Providing direct support to consulting staff, including supporting the development ofall deliverables

EXHIBIT “A1” – SYSTEMS IMPLEMENTATION ADDENDUM

Exhibit A1

Systems Implementation Addendum

This Systems Implementation Addendum ("**SI Addendum**") amends the appended agreement ("**Contract**") by and between CFX and KPMG LLP ("**KPMG**"). In the event of a conflict between the provisions of this SI Addendum (on the one hand) and the provisions of the Contract (on the other hand), this SI Addendum will govern. Any capitalized term not defined in this SI Addendum will have the meaning ascribed to it in the Contract (as applicable). Notwithstanding the foregoing, this SI Addendum shall only be effective as to any systems implementation services specifically identified in a task authorization issued by CFX as mutually agreed upon by KPMG. To the extent a service is provided under the Contract but not specifically identified as a "systems implementation", this SI Addendum shall not be applicable.

1. **Definitions**. "**Deliverables**" means, for purposes of this SI Addendum, items identified in the Contract, or applicable task authorization, for delivery in connection with the systems implementation services described in a task authorization issued by CFX ("**SI Services**"). "**KPMG Property**" includes, without limitation, (i) any connectors or tools created by KPMG to move data; (ii) as between KPMG and CFX, any modifications, enhancements, improvements, or derivative works made to, and ideas, concepts, methodologies, tools, or techniques relating to, any Third-Party Materials that result from the SI Services, subject to the rights of the provider of such Third-Party Materials; (iii) components, programs, systems, analysis, frameworks, documentation, drawings, configuration techniques and specifications, owned by or licensed or leased to KPMG or KPMG's affiliates or related entities, and any modifications, enhancements, improvements, or derivative works made to, and ideas, concepts, methodologies, tools, or techniques relating to, the same. "**CFX Materials**" means any and all materials, facilities, network, hardware, systems, software, data, and other equipment and information, that in each case is owned by or licensed or leased to CFX (including any Third-Party Materials), to which KPMG is provided with access in connection with the SI Services and that may be used by KPMG in providing the SI Services and Deliverables pursuant to the Contract. "**System Configuration**" means Third-Party Materials as configured by the SI Services. "**Third-Party Materials**" means third-party hardware, software, and other third-party items used by or provided to KPMG in connection with the SI Services.

2. **Use of CFX Materials and Acceptance.**

   a. With respect to any CFX Materials to which KPMG is provided with access in connection with the SI Services, CFX hereby grants to KPMG a non-exclusive, transferable, sub-licensable, paid-up, royalty-free right and license to use, copy, modify, make derivative works of, and transmit such CFX Materials to the extent necessary for KPMG to provide the SI Services to CFX.

   b. Upon delivery of a Deliverable or System Configuration to CFX, CFX shall review the Deliverable or System Configuration in accordance with any acceptance procedure and within any acceptance period specified in the Contract, unless no such acceptance procedure or acceptance period is specified, in which case the acceptance procedure

therefor shall be as set forth in this SI Addendum and the acceptance period shall be within ten (10) business days of delivery. CFX may reject the Deliverable or System Configuration within the applicable acceptance period by providing to KPMG a notice of rejection ("**Rejection Notice**") specifying a list of material non-conformities with the specifications set forth in the Contract (the "**Specifications**"). To be effective, the Rejection Notice shall be in writing (email being acceptable) and sent to the KPMG point of contact specified in the Contract or otherwise identified to CFX in writing by KPMG. KPMG shall then conform the Deliverable or System Configuration to the Specifications and resubmit it to CFX for review and acceptance in accordance with this Section 2(b) ("**Work-Out Period**"). This process shall continue until the Deliverable or System Configuration is accepted; provided that, in the unlikely event the Deliverable or System Configuration has not met the Specifications after three Work-Out Periods, then (unless the Parties otherwise mutually agree in writing), (i) CFX may elect to terminate all or a portion of the work task authorization, at CFX's sole and absolute discretion, by providing written notice to KPMG of such termination, (ii) KPMG will promptly provide CFX with a refund of any amounts paid by CFX for the System Configuration or Deliverables that, at the time of termination, have not met the Specifications, and (iii) CFX will promptly return such Deliverables or System Configuration to KPMG. The Deliverable or System Configuration will be deemed accepted when the applicable acceptance period has expired without KPMG receiving an effective Rejection Notice, or when CFX uses such Deliverable or System Configuration (notwithstanding any rejection of such Deliverable or System Configuration) in a production environment, whichever occurs first.

c. This Section 2(c) shall only apply, and in lieu of Section 2(b), if the Contract specifies that the engagement will employ an agile development methodology. Upon delivery of a Deliverable or System Configuration to CFX for each sprint, CFX shall review the Deliverable or System Configuration in accordance with the stakeholder feedback and work stream alignment detailed in the Contract or in writing by the parties at the sprint planning sessions and any acceptance procedure and within any acceptance period specified in the Contract, unless no such acceptance procedure or acceptance period is specified, in which case the acceptance procedure therefor shall be as set forth in this SI Addendum and the acceptance period shall be within ten (10) business days of delivery. CFX will participate in sprint planning sessions at the start of each sprint to agree upon priorities of tasks in the backlog to be completed in the next sprint. CFX will participate in sprint retrospective sessions at the end of each sprint to review the work that was completed and may reject the Deliverable or System Configuration within the applicable acceptance period by providing to KPMG a notice of rejection ("**Rejection Notice**") specifying a list of material non-conformities with the specifications set forth in the Contract or as requirements agreed at the sprint planning sessions and work stream alignment (the "**Specifications**"). To be effective, the Rejection Notice shall be in writing (email being acceptable) and sent to the KPMG point of contact specified in the Contract or otherwise identified to CFX in writing by KPMG. KPMG shall then conform the Deliverable or System Configuration to the Specifications before the next sprint, or during the next sprint as mutually agreed, and resubmit it to CFX for review and acceptance in accordance with this Section 2(c) (the "**Work-Out Period**") either before the next sprint, or after the next sprint as mutually agreed. This process shall continue until the Deliverable or System Configuration is accepted; provided that, in the unlikely event the Deliverable or System

Configuration has not met the Specifications after three Work-Out Periods, then (unless the Parties otherwise mutually agree in writing), (i) CFX may elect to terminate all or a portion of the work task authorization, at CFX's sole and absolute discretion, by providing written notice to KPMG of such termination, (ii) KPMG will promptly provide CFX with a refund of any amounts paid by the State for the System Configuration or Deliverables that, at the time of termination, have not met the Specifications, and (iii) CFX will promptly return such Deliverables or System Configuration to KPMG. The Deliverable or System Configuration will be deemed accepted when the applicable acceptance period has expired, or the next sprint begins, without KPMG receiving an effective Rejection Notice; or when CFX uses such Deliverable or System Configuration (notwithstanding any rejection of such Deliverable or System Configuration) in a production environment, whichever occurs first.

3. **Warranties and Disclaimers.**

a. KPMG warrants to CFX that, for a period of ninety (90) days after acceptance thereof, unless such other timeframe is outlined in the Scope of Services, the System Configuration as delivered by KPMG will conform to its Specifications in all material respects. KPMG further represents and warrants that, KMPG shall, to the extent CFX is not otherwise obligated to hereunder, obtain any and all consents and licenses required (if any) for KPMG to perform the SI Services and that the performance of the SI Services shall not violate any third-party rights in any patent, trademark, copyright, trade secret, or any other proprietary or intellectual property right. KPMG's warranties and obligations under this Section 3(a) shall not apply to the extent the non-conformity or violation arises out of (i) use of the System Configuration other than in accordance with applicable documentation or instructions, (ii) any alteration, modification, or revision of the System Configuration not expressly authorized in writing by KPMG, or (iii) the underlying CFX Materials (including any updates and upgrades thereto). Any claim breach of warranty with respect to the System Configuration's failure to conform to its Specifications in all material respects must be made by written notice to KPMG within ninety (90) days after acceptance of the System Configuration. With respect to any circumstances alleged to give rise to such a breach of warranty, CFX's exclusive remedies, and KPMG's entire liability, shall be, at KPMG's option, (i) the repair and replacement of the System Configuration or (ii) the refund to CFX of the amount paid to KPMG for the non-conforming System Configuration; provided that CFX shall promptly return to KPMG all Deliverables to which the refunded amounts relate and shall have no further right to use the System Configuration or any such Deliverables in the System Configuration or otherwise. In case the performance of the SI Services, or any portion thereof is held, or in KPMG's reasonable opinion is likely to be held, to violate third-party intellectual property rights, KPMG may, within a reasonable time, at its option either: (i) secure for CFX the right to continue the use of such infringing item; or (ii) replace, at KPMG's sole expense, such item with a substantially equivalent non-infringing item or modify such item so that it becomes non-infringing. In the event KPMG is, in its reasonable discretion, unable to perform either of the options described in clauses (i) or (ii) above, CFX shall return the allegedly infringing item to KPMG, and KPMG's sole liability shall be to refund to CFX the amount paid to KPMG for such item.

b. CFX represents, warrants and covenants to KPMG that (i) CFX has obtained all consents, permits, licenses, and other approvals required (if any) for KPMG to perform the SI

Services and to use CFX Materials in accordance with the license granted in Section 2(a), (ii) KPMG's exercise of its rights under Section 2(a) with respect to CFX Materials, excluding Third-Party Materials, will not infringe, misappropriate, or otherwise violate the rights of any third party, or violate any applicable law, rule, regulation, or other official government release, and (iii) CFX will use the System Configuration in accordance with applicable law.

c. Except as expressly stated in this Section 3, KPMG expressly disclaims and makes no warranties of any kind or nature with respect to the SI Services, CFX Materials (including Third-Party Materials), Deliverables, System Configuration, or otherwise, express or implied, including warranties of merchantability, fitness for a particular purpose or use, or non-infringement, or the appropriateness of State or third-party specifications.

d. The SI Services may include providing assistance to CFX with CFX's procurement of Third-Party Materials. Unless otherwise expressly stated in the Contract, CFX will license or purchase such Third-Party Materials directly from the vendor or reseller (which may be an affiliate of KPMG). To the extent KPMG elects to utilize any Third-Party Materials in the performance of services under the Contract, KPMG shall obtain CFX's prior written consent for the use of any such Third-Party Materials, which notice shall outline any recurring and nonrecurring costs of the Third-Party Materials. To the extent CFX is required to license or purchase such Third-Party Materials, CFX retains sole responsibility for compliance with the license terms governing such Third-Party Materials, the selection of such Third-Party Materials, and, unless the Contract expressly specifies otherwise, the payment therefor. If KPMG agrees in the Contract to provide any Third-Party Materials and CFX provides prior written consent to the use of such Third-Party Materials in accordance with the terms hereof, such THIRD-PARTY MATERIALS ARE PROVIDED ON AN "AS IS" "AS AVAILABLE" BASIS WITHOUT WARRANTY FROM KPMG, with the exception of any manufacturers' or licensors' warranties which KPMG is able to arrange for the CFX's benefit. KPMG shall remain responsible for any and all costs and expenses, claims or liabilities, arising from the use of any Third-Party Materials to the extent CFX does not otherwise provide prior written consent to such use in accordance with the terms and conditions hereof. KPMG and its subcontractors reserve the right to retain ancillary benefits, including credits, rebates, or referral fees, they may receive relating to such Third-Party Materials, unless CFX pays for such Third-Party Materials directly, on a pass-through basis, or otherwise, or to the extent any such ancillary benefits, credits, rebates, or referral fees are received solely from the services or products prepared, purchased, acquired or developed for, or on behalf of, CFX, in accordance with the terms of this Contract. CFX agrees that the retention of such benefits shall not constitute a conflict of interest.

4. **Deliverables.**

a. Notwithstanding anything herein or in the Contract which may be construed to the contrary, CFX agrees that nothing in this SI Addendum or the Contract shall prevent KPMG from using any generalized knowledge, experience, know-how, or any of the ideas, concepts, methodologies, tools or techniques derived from or discovered during the provision of the SI Services performed under the Contract that are not unique to CFX or the performance of the services under the Contract (collectively, "**Residual Knowledge**") to perform similar services and develop similar work product, results, or technology as that performed

and developed under the Contract. KPMG reserves the right to use, disclose, reproduce, sublicense, modify, prepare derivative works from, perform, and display its Residual Knowledge, subject to the obligations of confidentiality set forth in the Contract.

5. **Changes and Adjustment Events**.

   a. The parties acknowledge and agree that the occurrence of any of the following events (each, an **"Adjustment Event"**) may require an extension in the schedule, modification of the scope of the SI Services, and/or increase in the fees and expenses set forth in the Contract: (i) a failure by CFX and/or their vendors to perform any of its respective responsibilities in a timely manner, including the supply to KPMG of Third-Party Materials or adequate resources and information; (ii) any assumption in the Contract not being fully realized; or (iii) CFX's failure to timely obtain pursuant to Section 3(b) or (c) (as applicable) all of the consents, permits, licenses, and other approvals necessary for KPMG to provide the SI Services. In the event an Adjustment Event occurs, or the parties agree to change the scope of SI Services, the parties agree to amend the Contract to reflect such change.

   b. Notwithstanding Section 5(a) above, if any delays or deficiencies in the SI Services, or with respect to the Deliverables or System Configuration, occur as a result of an Adjustment Event, the scheduled completion date under the Contract for the affected SI Services, Deliverables, and/or System Configuration shall be extended to the extent of any such delays or deficiencies, and KPMG shall not incur any liability to CFX as a result of such delays or deficiencies.

CONSENT AGENDA ITEM
#31

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*
Director of Procurement

DATE: July 23, 2025

SUBJECT: Approval of Supplemental Agreement No. 1 with TransCore, LP Inc. for Product Purchase
Contract No. 001939

Board approval of Supplemental Agreement No. 1 with TransCore, LP in the amount of $3,000,000.00 is requested. The original contract was for three years.

The agreement covers the purchase of transponder products.

Original Contract	$13,500,000.00
Supplemental Agreement No. 1	$ 3,000,000.00
Total	$16,500,000.00

This contract is included in the OM&A Budget.

Reviewed by: *David Wynne*

David Wynne
Director of Toll Operations

Jim Greer
Jim Greer (Jul 30, 2025 13:42:53 EDT)

Jim Greer
Chief of Technology and Operations

SUPPLEMENTAL AGREEMENT NO. 1

to

CONTRACT NO. 001939

between

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

and

TRANSCORE LP

THIS SUPPLEMENTAL AGREEEMENT (**"Supplement"**) is made and entered into between **CENTRAL FLORIDA EXPRESSWAY AUTHORITY** (**"CFX"**) and **TRANSCORE LP** (**"Contractor"**) for good and valuable consideration, the sufficiency of which is hereby mutually acknowledged. CFX and Contractor are referred to herein sometimes as a **"Party"** or the **"Parties"**.

A. **Retroactive Extension.** The agreement between the Parties identified as **Contract No. 001939** inclusive of any existing prior amendments, supplemental agreements, renewals, and/or extensions thereto (collectively, the **"Agreement"**) which expired on June 30, 2025, is hereby revived, reaffirmed by the Parties subject to the below amendments, and retroactively extended to now expire on December 31, 2025.

B. **Amendments.** The Agreement is hereby amended as follows:

(1) The Term of the Agreement is hereby amended to end on December 31, 2025.

(2) The Total Contract Amount is increased by **$3,000,000.00** to now total **$16,500,000.00**.

C. **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 their officer or representative 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. This affidavit is hereto attached as **CFX-220: Human Trafficking Affidavit.**

D. **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 Supplement and the Agreement, the provisions of this Supplement shall take precedence.

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

F. **Binding Effect.** To the extent not amended by this Supplement, the Parties reaffirm all the terms and conditions of the Agreement, which are hereby merged with this Supplement and shall continue to remain in full force and effect. In the event there is a conflict between the terms of this Supplement and the Agreement, the terms and conditions of this Supplement shall prevail. This Supplement and the Agreement shall together represent the full agreement between the Parties regarding the underlying subject matter.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, effective as of the latter execution date below, the Parties have made and executed this Supplement: CFX, signing by and through its undersigned signatory, authorized to execute same by Board action on August 14, 2025, and Contractor signing through its undersigned signatory, duly authorized to execute same.

TRANSCORE LP

By: _____

Print Name: _____

Title: _____

Date: _____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____

Print Name: Aneth Williams

Title: Director of Procurement

Date: _____

Reviewed for legal form for the exclusive reliance of CFX on 07/25/2025.

By: _____

Print Name: Cristina T. Berrios

Title: Deputy General Counsel

Docusign Envelope ID: A41AEFCF-427C-4A4F-841D-3A781C906795

FLORIDA DEPARTMENT OF TRANSPORATION

PRODUCT PURCHASE AGREEMENT

MODIFICATION NO.: 9

Agreement No. BE402
Financial Project I.D. 190361-1-93-01
Vendor No. F251730004-004
Procurement No. N/A
DMS Catalog Class No. N/A

Amendment No.: 9
Supplemental Agreement No.: 5
Time Extension No.: 1

This agreement ("Amendment"), made and entered into this 11th day of June, 2025, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter called the "Department"), and TRANSCORE, L.P., duly authorized to conduct business in the State of Florida (hereinafter called the "Vendor") (the Department and the Vendor are collectively referred to as the "Parties").

WITNESSETH:

WHEREAS, on June 19, 2017, the Parties entered into an agreement (hereinafter called the "Original Agreement"), whereby the Department retained the Vendor to furnish certain services in connection with the sale, transfer and delivery of SunPass® Transponders. For purposes of this Amendment, the Original Agreement and all prior modifications thereto (Modification Nos. 1 through 8) are collectively referred to as the "Agreement;" and,

WHEREAS, the Department has determined it necessary to amend the Agreement as further described in this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. Exhibit 1, attached hereto, is hereby incorporated into and added to the Agreement.
2. The Agreement is hereby extended for a period beginning July 1, 2025, and ending December 31, 2025.
3. Upon execution of this Amendment, the Department has made available additional funding in the amount of $6,993,806.40.

Except as otherwise expressly set forth herein, all terms and conditions of the Original Agreement and any amendments thereto remain in full force and effect.

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

TRANSCORE, L.P.
TLP Holdings, LLC, its General Partner

BY: DocuSigned by: Whitt Hall
968F1DE49BAB4D5...
Authorized Signature

Whitt Hall
(Print/Type)

Title: President

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

DS SM

BY: Signed by: Nicola Liquori
C63BC968BBD7410...

Nicola Liquori
(Print/Type)

Title: Executive Director and Chief Executive Officer

FOR DEPARTMENT USE ONLY

APPROVED:

DocuSigned by: Sherre Merting
Procurement Office

LEGAL REVIEW:

DocuSigned by: Scott Colvis
33EBF73DC4FC496...

"Authorization received from the Office of the Comptroller as to Availability of Funds."
Initial DS SM **Date:** 6-5-25

Docusign Envelope ID: A41AEFCF-427C-4A4F-841D-3A781C906795

EXHIBIT 1

1. The Agreement is amended to incorporate pricing options for the SunPass® eGo® Plus (Multi-Protocol Transponders), TransCore Part No. 13-7706-072 (typical) (hereinafter referred to as "MPT"), and the SunPass® eGo® Plus Sticker Tag, TransCore Part No. 13-4750-003 (hereinafter referred to as "WST"), as set forth in Sections 1.A and 1.B., below.

A. Bundle Pricing for the MPT and WST

Beginning July 1, 2025, through December 31, 2025, the Vendor agrees to sell to the Department the MPT and WST in accordance with the terms of Table 1, below.

Table 1: Bundle Pricing*

Transponder Type	Cost/Unit
MPT	$14.82
WST	$0.55
*The pricing set forth in this Table 1 is not subject to an order size requirement and will apply for each order where the ratio of the MPTs to the WSTs ordered is 2:3 (with an allowable deviation of plus (+) or minus (-) five percent (5%)). (Thus, for example purposes only, if the Department places an order for two (2) MPTs and three (3) WSTs (with an allowable deviation of plus (+) or minus (-) five percent (5%)), the cost per MPT would be $14.82 and the cost per WST would be $0.55 for such order).	

B. Unit Pricing for the MPT and WST

Beginning July 1, 2025, through December 31, 2025, the Vendor agrees to sell to the Department the MPT and WST in accordance with terms of Table 2, below.

Table 2: Unit Pricing^

WST Pricing	
Order Size	**Cost/Unit**
Less than 450,000 units	$2.50
450,000 – 750,000 units	$2.30
More than 750,000 units	$2.00
MPT Pricing	
Order Size	**Cost/Unit**
Less than 125,000 units	$14.50
125,000 – 350,000 units	$14.25
More than 350,000 units	$14.00
^The pricing set forth in this Table 2 will apply for each order which does not meet the ratio criteria of an order outlined in Table 1 of Section 1.A. of this Exhibit 1, above.	

CONTRACT

CENTRAL
FLORIDA
EXPRESSWAY
AUTHORITY

AND

TRANSCORE, LP

CONTRACT NO. 001939

CONTRACT DATE: AUGUST 11, 2022

CONTRACT AMOUNT: $13,500,000.00

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
COOPERATIVE PURCHASE AGREEMENT
CONTRACT NO. 001939

THIS COOPERATIVE PURCHASE AGREEMENT ("Agreement") is made this 11th day of August 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 32827 ("CFX") and TRANSCORE, LP, whose address is 2416 Lake Orange Drive, Suite 100, Orlando, Florida 32837 who is registered and authorized to conduct business in the State of Florida ("CONTRACTOR").

WITNESSETH:

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

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

WHEREAS, CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of a CONTRACTOR to provide certain services in connection with the sale, transfer and delivery of E-PASS® transponders; and

WHEREAS, on or about June 19, 2017, the CONTRACTOR entered into a Product Purchase Agreement BE402, which was renewed on May 17, 2022 (Modification #6) with the State of Florida, Department of Transportation ("Department") to provide the same product and services as required by CFX; and

WHEREAS, the contract between the CONTRACTOR and DEPARTMENT was not procured through a competitive bidding process, because pursuant to Florida Statues Chapter 287.012(5), commodities purchased for resale are excluded from the definition of a commodity. Therefore, this purchase is excluded from the competitive procurement process. CFX is an eligible user of BE402 pursuant to Florida Statutes, Chapter 287.012(11), and as such, upon mutual agreement with TransCore, utilize the terms and conditions of BE402, and

WHEREAS, competitive bids seeking qualified contractors to perform such services for CFX was not required because the CONTRACTOR has an existing contract with DEPARTMENT, attached hereto as **Exhibit "1"** and incorporated herein by reference CFX has decided to contract with CONTRACTOR for the performance of the services described herein

under the same conditions previously negotiated by DEPARTMENT, subject to the terms and conditions hereof; and

WHEREAS, the Original Product Purchase Agreement included an Exclusivity Letter dated January 12, 2018 and said Letter will not be part of this Contract, and

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

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

1. RECITALS

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

2. ADOPTION OF TERMS IN THE DEPARTMENT CONTRACT

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

2.1 The term "DEPARTMENT" shall be replaced with the "Central Florida Expressway Authority" or "CFX".

2.2 The term "SunPass" shall be replaced with "E-PASS"

2.3 The term "Vendor" shall be replaced with "CONTRACTOR"

2.4 The Contract total will be a not-to-exceed amount of $13,500,000.00 for the period beginning July 1, 2022 and ending June 30, 2025.

2.5 Section 3 – DESCRIPTION OF FUNDING GOODS AND DELIVERY language shall be replaced.

A. The CONTRACTOR agrees to sell, transfer, and deliver to CFX and CFX agrees to purchase the following described E-PASS® Transponders at per unit costs shown below.

1. Transponder Type	**Cost/Unit**
E-PASS® eGo® Plus Bumper Mount to include tamper resistant mounting kit at no additional cost to CFX	$22.00

Serial numbers shall be assigned as established in Section 4 TRANSPONDERS PROGRAMMING AND WARRANTY REQUIREMENTS.

Shipments shall be 72 transponders per box.

2. Transponder Type	Cost/Unit	Delivery Date
E-PASS® eGo® Plus Sticker Tag (CFX's "Mini")	$3.75	7/1/22 – 6/30/23
	$3.35	7/1/23 – 6/30/24
	$2.80	7/1/24 – 6/30/25

Quantity shall include a one percent (1 %) over shipment for warranty coverage. Shipments shall be 150 transponders per box, and 24 boxes per master shipping box.

Shipments shall be 240 transponders per box, and 24 boxes per master shipping box when utilizing the new part number.

Serial numbers shall be assigned as established in Section 4 TRANSPONDERS PROGRAMMING AND WARRANTY REQUIREMENTS.

3.Transponder Type	Cost/Unit	Delivery Date
E-PASS® eGo® Plus Hang Tag	$7.30	7/1/22 – 6/30/23
	$7.30	7/1/23 – 6/30/24
	$7.30	7/1/24 – 6/30/25

Serial numbers shall be assigned as established in Section 4 TRANSPONDERS PROGRAMMING AND WARRANTY REQUIRMENTS.

4.Transponder Type	Cost/Unit	Delivery Date
E-PASS® eGo® Plus Collegiate Tag	$3.75	7/1/22 – 6/30/23
	$3.35	7/1/23 – 6/30/24
	$2.80	7/1/24 – 6/30/25

Quantity shall include a one percent (1%) over shipment for warranty coverage.

Shipments shall be 150 transponders per box, and 24 boxes per master shipping box.

Shipments shall be 240 transponders per box, and 24 boxes per master shipping box when utilizing the new part number.

Serial numbers shall be assigned as established in Section 4 TRANSPONDERS

PROGRAMMING AND WARRANTY REQUIREMENTS.

5.Transponder Type	Cost/Unit	Delivery Date
UNI – WHITE	$14.82	7/1/22 – 6/30/23
	$14.82	7/1/23 – 6/30/24
	$14.82	7/1/24 – 6/30/25
UNI – BLACK	$14.82	7/1/22 – 6/30/23
	$14.82	7/1/23 – 6/30/24
	$14.82	7/1/24 – 6/30/25

2.5 Transponder Quantities

"CFX will place transponder orders as additional stock is required. CONTRACTOR will provide delivery of the transponders ordered within 12 weeks of receiving the Purchase Order from CFX.

TransCore will keep an amount of material on hand to enable TransCore to supply an additional transponder shipment equaling 60 days of current usage should an emergency arise.

Delivery Instructions - Each shipment must be shipped to the following addresses and marked to the attention of the individual identified below.

Deliveries to E-PASS®:

Fred Nieves, Manager of E-PASS® and Plaza Operations
Central Florida Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807
Phone: (407) 690-5142

CFX reserves the right to add and/or modify delivery instructions in the future, including the addition and/or modification of delivery locations.

2.6 Transponders Programming and Warranty Requirements

A. General Rules for Programming Transponder Serial Numbers
   1. Start at the bottom of any range and work up.
   2. All numbers are chosen sequentially, taking any warranty RMA numbers into account, unless there is a requested range for certain types of tags.
   3. The max number of serial numbers under any State/Agency code is 224 = 16,777,216.
   4. The Serial Number is always maintained in the same location in tag memory across all customers.
   5. The State/Agency code is effectively a part of the Serial Number.

eGo® PLUS TRANSPONDERS

B. CFX will specify whether pre-programming at the factory for retail sales is needed for eGo® Plus Transponders when placing an order under the Agreement. Hardcase and Bumper mount Transponders shall have a twenty-eight (28) month factory warranty from the factory shipment date. Protocols are SeGO protocol dominant, and eGo® protocol enabled. The AT A protocol shall be disabled.

C. The following programming requirements apply to the Agreement and shall remain in effect for any transponder orders placed under any supplement to the Agreement.

The Features Code (0-255) shall be advanced on an ASCII change or any change which might possibly affect the operational characteristics of the transponder. Features code formatting has been agreed upon between CFX and the CONTRACTOR. Both Parties agree the most recent Features Code formatting requirements have been exchanged between the Parties. The Features Code value as programmed on the transponder shall be in each and every transponder line item on the manifest. All transponders within a master box shall have the same operating characteristics defined by the features code value representing those operating characteristics.

D. In the event the CONTRACTOR incorporates a new or modified ASIC to the eGo® Plus Transponders or implements any change which might possibly affect the operational characteristics of the transponder, CFX shall be notified of the nature of the change no less than one month prior to the planned change. This is critical as CFX must test any change which might affect the operational characteristics of the transponder in advance of the change by the CONTRACTOR. If CFX discovers that the tag characteristics have changed without prior formal notification to CFX and there is a change in operating characteristics that is not reflected in the appropriate Features Code value, then all tags in the master box and subsequent tags exhibiting the same unapproved change in operating characteristics shall be replaced by the CONTRACTOR at no cost to CFX.

E. CFX assumes no liability for merchandise shipped to other than the specified destinations.

F. No extra charges shall be allowed for boxing, crating, packaging, insurance, or transportation. All purchases are F.O.B. destination, transportation charges prepaid.

G. Complete packing list must accompany each shipment.

H. Process previously established with CFX for shipment verifications and delivery of electronic manifest to be followed.

I. CFX claims exemption from Sales and Use Tax under exemption number 85-8015977726C-9 and Federal Excise Tax under exemption number 59-1021557.

J. Items may be tested for compliance with specifications. Items delivered and not conforming to specifications may be rejected and returned to CONTRACTOR at CONTRACTOR's expense.

K. CONTRACTOR:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONTRACTOR during the term of the Agreement; and

2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E- Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the Agreement.

2.7 Section 9 – Compliance with Laws, Paragraph C- 4 "FLORIDA PUBLIC RECORDS LAW" in the Department Contract shall be supplemented with the following:

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

2.8 PAYMENTS

A. This is an Agreement whereby the CONTRACTOR agrees to transponders at the specified rates for a prescribed period of time. CFX will notify the CONTRACTOR should suspension of products be necessary in the event funds are not otherwise made available to cover an overrun. Any changes in this amount due to volume increases or to any of the circumstances described in Section 7 or for any other reason will be by mutual agreement by both Parties and will be affected by a Supplemental Agreement.

B. Payment shall be made only after receipt and approval of goods. Payment for partial deliverables is permitted on a monthly basis for products received and approved the prior month. Each invoice must show the Agreement number and indicate which shipment is covered by the invoice. Bills or invoices shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

C. Invoices which have to be returned to CONTRACTOR because of CONTRACTOR preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to CFX.

D Travel expenses are not reimbursable unless specifically authorized in writing and shall be reimbursed only in accordance with action 112.061, Florida Statutes.

E. Invoices will be sent to Billing@CFXway.com

2.9 Section 10 – Miscellaneous, Paragraph I shall be replaced with "The CONTRACTOR will maintain all deployed TransCore readers at CFX to maintain compatibility with the transponder products sold under this contract. This effort shall include all necessary development, configuration, and testing required at no additional cost to CFX.

3. TERM

This Agreement shall begin on date of execution and end on June 30, 2025. All ordered products shall be delivered within the term of this Agreement in accordance with the schedule established herein.

4. AMENDMENT

Notwithstanding anything in the Agreement to the contrary, CFX shall have the right to change the Agreement in case of legislation, government regulation, increase/decrease in demand due to E-PASS® participation or change in circumstance beyond the control of CFX that might materially affect the relationship between CFX and CONTRACTOR.

5. INDEMNIFICATION

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.

5.1 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:

5.2 violation of same by CONTRACTOR, its subcontractors, officers, agents or employees,

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

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

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

5.6 CONTRACTOR's failure to include terms in its subcontracts as required by this Contract,

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

5.8 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.

6. SERVICES TO BE PROVIDED.

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

7. PRESS RELEASES.

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

8. PERMITS, LICENSES, ETC.

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

9. INSPECTOR GENERAL

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

10. 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."

11. **LAWS OF FLORIDA; VENUE.**

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

12. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

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

CONTRACTOR acknowledges that CFX officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with CFX in accordance with CFX's Ethics Policy. CONTRACTOR acknowledges that it has read the Ethics Policy and, to the extent applicable, CONTRACTOR will comply with the aforesaid Ethics Policy in connection with performance of the Contract.
In the performance of the Contract, CONTRACTOR shall comply with all applicable local, state, and federal laws and regulations and obtain all permits necessary to provide the Contract services.

CONTRACTOR covenants and agrees that it and its employees, officers, agents, and

subcontractors shall be bound by the standards of conduct provided in Florida Statutes II2.3I3 as it relates to work performed under this Contract, which standards will be reference be made a part of this Contract as though set forth in full.

13. NONDISCRIMINATION

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

14. SUBLETTING AND ASSIGNMENT

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

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

15. RELATIONSHIPS

CONTRACTOR acknowledges that no employment relationship exists between CFX and CONTRACTOR or CONTRACTOR's employees. CONTRACTOR shall be responsible for all direction and control of its employees and payment of all wages and salaries and other amounts due its employees. CONTRACTOR shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax and income tax withholding, unemployment compensation, workers compensation, and employment benefits. CONTRACTOR shall conduct no act or omission that would lead CONTRACTOR's employees or any legal tribunal or regulatory agency to believe or conclude that CONTRACTOR's employees would be employees of CFX.

16. NOTIFICATION of CONVICTION of CRIMES

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

17. 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 Agreement on behalf of the parties on the date below.

TRANSCORE, LP

By: _____
Authorized Signature

Print Name: _____

Title: SVP

Attest: _____ (Seal)

Date: August 16, 2022

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Date: 2022.08.29 16:01:36 -04'00'
Aneth Williams, Director of Procurement

Date: _____

SUZETTE A SERRANO-DIAZ
Notary Public - State of Florida
Commission # GG 987543
My Comm. Expires May 12, 2024
Bonded through National Notary Assn.

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

By: Laura Newlin Kelly Digitally signed by Laura Newlin Kelly Date: 2022.08.29 15:50:02 -04'00'
Diego "Woody" Rodriguez
General Counsel for CFX

Date: _____

Exhibits

1, DEPARTMENT Contract
2. Potential Conflict Disclosure Form
3. Social Media Acknowledgement Form



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EXHIBIT "1" Agreement #BE402

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

PRODUCT PURCHASE AGREEMENT

BY THIS AGREEMENT, made and entered into this 19th day of June, 2017, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called "Department" and TransCore, L.P., 2416 Lake Orange Drive, Suite 100, Orlando, Florida 32837, duly authorized to conduct business in the State of Florida, hereinafter called "Vendor", hereby agree as follows:

1. PRODUCT DELIVERY AND PERFORMANCE

A. The Department has statutory authority under section 338.234, Florida Statutes (F.S.), to procure products used on the turnpike system which benefit the traveling public. Pursuant to F.S. section 287.012(5), commodities purchased for resale are excluded from the definition of a commodity. Therefore, this purchase is excluded from the competitive procurement process.

B. The Department does hereby retain said Vendor to provide items as specified below under Description of Funding, Goods and Delivery.

C. Before making any additions or deletions to the purchase described in this Agreement, and before undertaking any changes or revisions of such purchase, the parties shall negotiate any necessary cost changes and the Department shall issue a Supplemental Agreement covering such purchase and compensation. Reference herein to this Agreement shall be considered to include any Supplemental Agreement.

2. TERM

A. Term. This Agreement shall begin on date of execution and end on June 30, 2022. All ordered products shall be delivered within the term of this Agreement in accordance with the schedule established herein.

B. Renewal – This Agreement may be renewed for a period not to exceed three (3) years. Renewals or extension shall be at the rates applicable to the last fiscal period of the initial Agreement term as set forth below in Section 3 unless otherwise negotiated and mutually agreed upon prior to the end of the initial Agreement term. Such amendment shall be executed prior to the end of the initial Agreement term.

C. Extension – In the event that circumstances arise which make performance by the Vendor impracticable or impossible within the time allowed or which prevent a new contract from being executed, the Department, in its discretion, may grant an extension of this Agreement. Extension of this Agreement shall be in writing for a period not to exceed six (6) months and shall be subject to the same terms and conditions set forth in this Agreement. There shall be only one extension to this Agreement unless failure to meet the criteria set forth in this Agreement for completion of this Agreement is due to events beyond the control of the Vendor.

It shall be the responsibility of the Vendor to ensure at all times that sufficient time remains in the Project Schedule within which to complete delivery of ordered products. In the event there have been delays which would affect the completion date, the Vendor shall submit a written request to the Department which identifies the reason(s) for the delay and the amount of time related to each reason. The Department shall review the request and make a determination as to granting all or part of the requested extension.

This Agreement may be canceled by the Department in whole or in part at any time. The Department reserves the right to terminate or cancel this Agreement in whole or part in the response to a material, uncured item of default by the Vendor, or in the event of a voluntary or involuntary filing of bankruptcy by Vendor, or assignment or attempted assignment of this Agreement to Vendor's creditors.

3. DESCRIPTION OF FUNDING, GOODS AND DELIVERY

A. The Vendor agrees to sell, transfer, and deliver to the Department and the Department agrees to purchase the following described SunPass® Transponders in the quantity and at per unit costs shown below.

1.Transponder Type	**Cost/Unit**
SunPass® eGo® Plus Mini-Hardcase TransCore Part No. 13-8002-002 Model No. 8002	$15.00

The transponders shall be eGo® Plus style without any audiovisual indicators or battery. The hardcase shall have user replaceable suction cups. The transponders shall be manufactured with the transponder ID etched on, and a bar code label (representing the Transponder ID) affixed to the edge of the transponder. Serial numbers shall be assigned as established in Attachment A.1 to this Agreement and be sequential thereafter taking any warranty RMA numbers into account. Refer to Attachment A.1 for programming requirements.

Shipments shall be 168 transponders per box, and 21 boxes per master shipping box.

2. Transponder Type	**Cost/Unit**
SunPass® eGo® Plus Bumper Mount Transponder, Part No. 13-0711-902 To include tamper resistant mounting kit Part No. 54-7008-000 per transponder at no additional cost to the Department	$24.67

Serial numbers shall be assigned as established in Attachment A.2 to this Agreement and be sequential thereafter taking any warranty RMA numbers into account. Refer to Attachment A.2 for programming requirements.

3. Transponder Type	**Cost/Unit**
SunPass® eGo® Plus Sticker Tag (FTE's "Mini-Mini")	$7.87 7/1/17 – 12/31/17 $7.50 1/1/18 – 12/31/18 $7.12 1/1/19 – 12/31/19 $6.75 1/1/20 – 12/31/20 $6.37 1/1/21 – 12/31/21 $5.87 1/1/22 – 06/30/22

TransCore Part No. 13-4750-003
NO WSA CL B FDOT
Quantity shall include a one percent (1%) over shipment for warranty coverage.

Shipments shall be 150 transponders per box, and 24 boxes per master shipping box.

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Serial numbers shall be assigned as established in Attachment A.3 to this Agreement and be sequential thereafter taking any warranty RMA numbers into account. Refer to Attachment A.3 for programming requirements.

In the event the Department exceeds twenty-five percent (25%) of quantities in any given twelve (12) month period which includes all types of SunPass® transponders listed in this Agreement, (i.e. more than 2.5 million transponders), the Vendor agrees to apply the next fiscal year price established above for any quantity of SunPass® eGo® Plus Sticker Tags over 2.5 million transponders in any given 12 month period.

4. Transponder Quantities

TransCore will provide a monthly delivery quantity of hardcase and sticker transponders (bumper mounts will be ordered on an as needed basis) based on current run rates. Additionally, TransCore will keep an ample amount of material on hand to enable TransCore to supply an additional transponder shipment equaling 60 days of current monthly shipments should an emergency arise. TransCore will also adjust the monthly shipments on a Quarterly basis controlled by FTE requirements. Approximately 18%-22% of transponders shall be sent to the SunPass® warehouse and 78%-82% shall be shipped to the SunPass® Packager.

Delivery Instructions – Each shipment must be shipped to the following addresses and marked to the attention of the individual identified below.

Deliveries to SunPass® Packager:
Tom Moylan, Production Manager
MacDonald Training Center
5420 West Cypress Street
Tampa, Florida 33607

Phone: (813) 870-1300, extension 281
Fax: (813) 877-8211

Deliveries to the SunPass® Warehouse:
Contact: Abdul Hameed
Fullfillment Operations Manager
SunPass® Service Center
Phone: (561) 488-5331
(561) 470-6650 Ext 4415 (Alt.No.1)
Note: Abdul Hameed to be called 30 minutes in advance of delivery at Coconut Creek.

Deliver To: Lyons Corporate Park
c/o Florida's Turnpike Enterprise – Attn: Abdul Hameed
4801 Johnson Road - Suite No. 3
Coconut Creek, Florida 33073

4. TRANSPONDERS PROGRAMMING AND WARRANTY REQUIREMENTS

eGo® PLUS TRANSPONDERS

A. Agency Code 10 serial number distribution (following exhaustion of all Allegro "Re-use" serial numbers) is as follows:
00,000,060 through 11,999,999 Mini-Mini. Micro-Mini to fall in sequentially once approved by FTE.
12,000,000 through 15,799,999 Portable.

15,800,000 through 15,999,999 LPT

FTE reserves the right to alter the serial number ranges at a later date. TransCore shall notify FTE two (2) months prior to beginning the use of Agency Code 10."

B. eGo® Plus Transponders ordered under this Agreement shall be pre-programmed at the factory for retail sales per the applicable Attachment A. Hardcase and Bumpermount Transponders shall have a twenty-eight (28) month factory warranty from the factory shipment date. Protocols are SeGO protocol dominant, and eGo® protocol enabled. The ATA protocol shall be disabled.

C. The following programming requirements apply to this Agreement and shall remain in effect for any transponder orders placed under any supplement to this Agreement.

The Features Code (0-255) shall be advanced on an ASCII change or any change which might possibly affect the operational characteristics of the transponder. Features code formatting has been agreed upon between the Department and the Vendor. Both parties agree the most recent Features Code formatting requirements are dated May 17, 2017 and that these formatting requirements have been exchanged between the two parties. The Features Code value as programmed on the transponder shall be in each and every transponder line item on the manifest. All transponders within a master box shall have the same operating characteristics defined by the features code value representing those operating characteristics.

D. In the event the Vendor incorporates a new or modified ASIC to the eGo® Plus Transponders or implements any change which might possibly affect the operational characteristics of the transponder, the Department shall be notified of the nature of the change no less than one month prior to the planned change. This is critical as the Department must test any change which might affect the operational characteristics of the transponder in advance of the change by the Vendor. If the Department discovers that the tag characteristics have changed without prior formal notification to the Department and there is a change in operating characteristics that is not reflected in the appropriate Features Code value, then all tags in the master box and subsequent tags exhibiting the same unapproved change in operating characteristics shall be replaced by the Vendor at no cost to the Department.

E. The Department assumes no liability for merchandise shipped to other than the specified destinations.

F. No extra charges allowed for boxing, crating, packaging, insurance or transportation. All purchases are F.O.B. destination, transportation charges prepaid.

G. Complete packing list must accompany each shipment.

H. Process previously established with the Department for shipment verifications and delivery of electronic manifest to be followed.

I. The Department claims exemption from Sales and Use Tax under exemption number 85-8012600586-C-5 and Federal Excise Tax under exemption number 593-02-4028.

J. Items may be tested for compliance with specifications. Items delivered and not conforming to specifications may be rejected and returned to Vendor at Vendor's expense.

K. Vendor/Contractor:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the Agreement; and

2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the Agreement.

5. PAYMENTS

A. This is an Agreement whereby the Vendor agrees to transponders at the specified rates for a prescribed period of time. The Department will notify the Vendor should suspension of products be necessary in the event funds are not otherwise made available to cover an overrun. Any changes in this amount due to volume increases or to any of the circumstances described in Section 7 or for any other reason will be by mutual agreement by both parties and will be effected by a Supplemental Agreement.

B. Payment shall be made only after receipt and approval of goods. Payment for partial deliverables is permitted on a monthly basis for products received and approved the prior month. Each invoice must show the Contract number and indicate thereon that said invoice covers what shipments. Bills or invoices shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

C. This Agreement has a Budgetary Ceiling for the initial contract term which begins on the date of contract execution and ends June 30, 2022 in an estimated amount of $87,500,000.00. Said Budgetary Ceiling is expected to be funded by multiple annual appropriation of the State Legislature as follows:

$17,500,000.00	from Department Fiscal Year 2017-2018
$17,500,000.00	from Department Fiscal Year 2018-2019
$17,500,000.00	from Department Fiscal Year 2019-2020
$17,500,000.00	from Department Fiscal Year 2020-2021
$17,500,000.00	from Department Fiscal Year 2021-2022

D. Legislative appropriations are on a fiscal year basis. The parties also acknowledge and agree that $17,500,000.00 is funded in the Department's current fiscal year 2017-2018. The Department's fiscal year begins July 1st of each year and ends June 30th of each succeeding year. Upon execution of this Agreement, the Department represents to the Vendor that $17,500,000.00 from the Department's Legislative Appropriation for Fiscal Year 2017-2018 has been established to fund the SunPass® Transponders identified in paragraph 3 above. It is mutually agreed that the Vendor shall not be obligated to manufacture transponders or incur costs which would result in exceeding the funding hereby established for Fiscal Year 2017-2018, nor shall the Department be obligated to make payments which result in exceeding said amount.

E. The Department during any fiscal year, shall 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 shall require a statement from the comptroller of the Department that funds are available prior to entering in such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the goods rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.

F. Vendors providing goods to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods unless the Agreement specifies otherwise. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods are received, inspected, and approved. Interest penalties for late payment are available subject to the provisions of section 215.422, Florida Statutes. A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency, may be contacted at (850) 410-9724 or by calling the State Comptroller's Hotline, 1-800-848-3792. Interest penalties of less than one (1) dollar shall not be paid unless the Vendor requests payment. Invoices which have to be retuned to a Vendor because of Vendor preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

G. This Agreement is not issued through MyFloridaMarketPlace (MFMP). This Agreement is not subject to a MFMP Transaction Fee of 1% (.01) on the total dollar amount of the invoice.

H. Travel expenses are not reimbursable unless specifically authorized in writing, and shall be reimbursed only in accordance with action 112.061, Florida Statutes.

6. ASSIGNMENT

Neither this Agreement nor any right under or interest in this Agreement may be assigned by Vendor without the express written consent of the Department.

7. AMENDMENT

Notwithstanding anything in this Agreement to the contrary, the Department shall have the right to amend, modify, or change this Agreement in case of legislation, government regulation, increase/decrease in demand due to SunPass® participation or change in circumstance beyond the control of the Department that might affect materially the relationship between the Department and the Vendor.

8. INDEMNIFICATION

The Vendor shall be liable and agrees to be liable for, and shall indemnify and hold the Department harmless from, all claims, suits, judgments or damages, including court costs and attorney's fees arising out of intentional acts, negligence or omissions by the Vendor in the course of the operations of this contract.

The Vendor shall provide, and agrees to be liable for, the defense of the Department from all claims, suits, judgments or damages, including court costs and attorney's fees arising out of intentional acts, negligence or omissions by the Vendor in the course of the operations of this contract.

9. COMPLIANCE WITH LAWS

A. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and venue for any claims or disputes arising out of this Agreement shall be in Leon County, Florida.

B. The Vendor agrees that except as may be requested for SEC or other governmental agency reporting requirements, 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 the Department's Contract Manger and securing prior written consent.

C. The Vendor shall comply with Chapter 119, Florida Statutes. Specifically, the Vendor shall:

(1) Keep and maintain public records required by the Department to perform the service.

(2) Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

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

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

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

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT,
CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:
Turnpike Enterprise Chief Counsel, Florida Turnpike - Office of General Counsel, Turnpike Mile Post 263, Bldg. 5315, Ocoee, FL 34761, (407) 264-3170, TPprcustodian@dot.state.fl.us

The parties hereto acknowledge that this Agreement is an Agreement for the purchase of certain products of the Vendor and not services.

10. MISCELLANEOUS

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

B. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties

shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

C. In any legal action related to this Agreement, instituted by either party, the Vendor hereby waives any and all privileges and rights it may have under Chapter 47 and Section 337.19, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those grounded on convenience. Any such legal action may be brought in the appropriate court in the county chosen by the Department and in the event that any such legal action is filed by Vendor, Vendor hereby consents to the transfer of venue to the county chosen by the Department upon the Department filing a motion requesting the same. As consideration of this contract, the parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in any way connected with this contract, and no third party benefits are created or contemplated by the parties.

D. Time is of the essence as to each and every obligation under this Agreement.

E. The Department shall consider the employment by any Vendor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.

F. Pursuant to Section 216.347, Florida Statutes, the Vendor may not expend any State funds for the purpose of lobbying the Legislature, the Judicial Branch, or State Agency.

G. The following provision is not applicable to this Agreement:

It is expressly understood and agreed that any articles that are the subject of, or required to carry out this Agreement shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this Agreement, the person, firm, or other business entity (Vendor) carrying out the provisions of this Agreement shall be deemed to be substituted for the State Agency (Department) insofar as dealings with such qualified nonprofit agency are concerned.

H. It is the intent of the parties that the Vendor's prices provided under this Agreement for the items listed in Section 3, Description of Funding, Goods and Delivery shall be equal to or less expensive than those for which the Vendor has contracted to provide to comparable customers. Provided however, notwithstanding anything to the contrary, in no event shall the forgoing or similar obligations apply under this Agreement unless the comparable customer is a customer of the Vendor that has acquired products substantially similar to those acquired by the Department in scope and quantity as a package, and subject to terms and conditions substantially similar to the Department's. Once a final determination is made that the Vendor has contracted with a comparable customer for better prices, the Vendor and the Department shall amend this Agreement in writing to reflect those prices effective as of the date those prices were/are effective on the comparable contract and on a going forward basis from that date.

I. The Vendor will upgrade the firmware in all Encompass® 6 readers currently installed for all Florida toll agencies, affiliates, and P3 affiliates to be dual protocol. The two protocols will be SeGo and ISO-18000-6C (6C), configured to read/write for SeGo and read-only for 6C. SeGo protocol shall be configurable through group select to be interoperable with all non-Florida SeGo Transponders. This effort shall include all necessary development, configuration, and testing required to demonstrate the system performance. At the request of the Turnpike's Executive Director, and at no additional cost to the Department or any Florida toll agency, affiliates, and P3 affiliates, the Department will direct the Vendor to install a revised firmware version that contains three protocols as directed by the agency.

The effort for the subsequent firmware load shall include all necessary development, configuration, and testing required to demonstrate the system performance.

J. The warranty for all Encompass® 6 readers that are upgraded as part of this agreement will be extended for the full term of this Agreement.

K. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

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

TRANSCORE, L.P.
By: TLP Holdings, LLC, its General Partner
Name of Vendor

DocuSigned by:
By: Tracy Marks
Authorized Signature

Tracy Marks
(Print/Type)

Title: President

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

DocuSigned by:
By: Diane Gutierrez-Scaccetti
Authorized Signature

Diane Gutierrez-Scaccetti
(Print/Type)

Title: Executive Director & Chief Executive Officer

FOR DEPARTMENT USE ONLY

APPROVED:

DocuSigned by:
Sherre Merting
Procurement Office

LEGAL REVIEW:

DocuSigned by:
Christy Alexander
079DAD215A584C6...

"Authorization received from the Office of the Comptroller as to Availability of Funds."
Initial DS SM Date: 6-8-17

DocuSign Envelope ID: 75AF6165-7A6B-4C00-8F7A-3629E4411BA1

FLORIDA DEPARTMENT OF TRANSPORATION

PRODUCT PURCHASE AGREEMENT

MODIFICATION # 6

Agreement No. BE402
Financial Project I.D. 190361-1-93-01
Vendor No. F251730004-004
Procurement No. N/A
DMS Catalog Class No. N/A

Amendment # 6
Renewal # 1

This Agreement, made and entered into on May 17, 2022, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the "Department" and TRANSCORE, L.P., duly authorized to conduct business in the State of Florida, hereinafter called the "Vendor."

WITNESSETH:

WHEREAS, the Department and the Vendor heretofore on June 19, 2017 entered into an agreement, hereinafter called the "Original Agreement," whereby the Department retained the Vendor to furnish certain services in connection with the sale, transfer and delivery of SunPass® Transponders; and,

WHEREAS, said Original Agreement has a renewal option that provides for a renewal period not to exceed three (3) years; and,

WHEREAS, the Department has determined it necessary to amend the Original Agreement to remove the SunPass® eGo® Plus Mini-Hardcase, to revise pricing for the SunPass® eGo® Plus Bumper Mount, to establish pricing for the renewal period for the SunPass® eGo® Plus Sticker Tag, and to extend the time period for pricing for the SunPass® eGo® Plus, E-Z Pass, 6C Mini-Hardcase through the end of the renewal period; and,

WHEREAS, the Department has determined it necessary to amend the budgetary ceiling in order to provide for funding during the renewal period and to establish maximum limiting amounts for each fiscal year during the renewal period (FY 2022-2023, 2023-2024, and 2024-2025); and,

WHEREAS, the Original Product Purchase Agreement included an Exclusivity Letter dated January 12, 2018 and said Letter will not be part of this Renewal.

NOW, THEREFORE, this Agreement witnesseth that for and in consideration of the mutual benefits to flow each to the other, the parties agree as follows:

1. Said Original Agreement is renewed for a period beginning July 1, 2022 and ending June 30, 2025. For said renewal period, a budgetary ceiling in the amount of $51,000,000.00 is hereby established which is expected to be funded by annual legislative appropriations and is made up of maximum limiting amounts for each fiscal year during the renewal period as detailed in the attached revised Page 5. This will bring the budgetary ceiling for said Original Agreement, inclusive of the renewal period, to $146,600,000.00.

2. Section 3 Description of Funding, Goods and Delivery, subsection A of the Original Agreement is amended as provided on the revised pages 2 and 3 dated April 20, 2022, attached hereto and made a part hereof.

3. Section 5 Payments, subsections C and D of the Original Agreement is amended as provided on the revised page 5 dated April 20, 2022, attached hereto and made a part hereof.

4. The Exclusivity Letter dated January 12, 2018, will not be part of this Renewal.

Except as hereby modified, amended, or changed, all of the terms and conditions of said Original Agreement and any amendments thereto will remain in full force and effect.

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

DS
SM

TRANSCORE, L.P.
TLP Holdings, LLC, its General Partner

DocuSigned by:
BY: Tracy Marks
Authorized Signature

Tracy Marks
(Print/Type)

Title: President

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

DocuSigned by:
BY: Nicola Liquori
C63BC968BBD7410...

Nicola Liquori
(Print/Type)

Title: Executive Director and Chief Executive Officer

FOR DEPARTMENT USE ONLY

APPROVED:
DocuSigned by:
Windy Spatafora
Procurement Office

LEGAL REVIEW
DocuSigned by:
Scott Calais
33EBF73DC4FC496...

"Authorization received from the Office of the Comptroller as to Availability of Funds."
Initial DS WS Date: 5/12/2022

This Agreement may be canceled by the Department in whole or in part at any time. The Department reserves the right to terminate or cancel this Agreement in whole or part in the response to a material, uncured item of default by the Vendor, or in the event of a voluntary or involuntary filing of bankruptcy by Vendor, or assignment or attempted assignment of this Agreement to Vendor's creditors.

3. DESCRIPTION OF FUNDING, GOODS AND DELIVERY

A. The Vendor agrees to sell, transfer, and deliver to the Department and the Department agrees to purchase the following described SunPass® Transponders in the quantity and at per unit costs shown below.

~~**1.Transponder Type** **Cost/Unit**~~

~~SunPass® eGo® Plus Mini Hardcase $15.00~~
~~TransCore Part No. 13-8002-002~~
~~Model No. 8002~~

~~The transponders shall be eGo® Plus style without any audiovisual indicators or battery. The hardcase shall have user replaceable suction cups. The transponders shall be manufactured with the transponder ID etched on, and a bar code label (representing the Transponder ID) affixed to the edge of the transponder. Serial numbers shall be assigned as established in Attachment A.1 to this Agreement and be sequential thereafter taking any warranty RMA numbers into account. Refer to Attachment A.1 for programming requirements.~~

~~Shipments shall be 168 transponders per box, and 21 boxes per master shipping box.~~

2. Transponder Type (SunPass LPT)	**Cost/Unit**
SunPass® eGo® Plus Bumper Mount Transponder, Part No. 13-0711-902 To include tamper resistant mounting kit Part No. 54-7008-000 per transponder at no additional cost to the Department	~~$24.67~~ $22.00

Serial numbers shall be assigned as established in Attachment A.2 to this Agreement and be sequential thereafter taking any warranty RMA numbers into account. Refer to Attachment A.2 for programming requirements.

3. Transponder Type (SunPass Mini WST)	**Cost/Unit**	
SunPass® eGo® Plus Sticker Tag (FTE's "Mini-Mini")	$7.87	7/1/17 – 12/31/17
	$7.50	1/1/18 – 12/13/18
	$7.12	1/1/19 – 12/31/19
	$6.75	1/1/20 – 12/31/20
	$6.37	1/1/21 – 12/31/21
	$5.87	1/1/22 – 6/30/22
	$3.75	7/1/22 – 6/30/23
	$3.35	7/1/23 – 6/30/24
	$2.80	7/1/24 – 6/30/25

TransCore Part No. 13-4750-003
NO WSA CL B FDOT
Quantity shall include a one percent (1%) over shipment for warranty coverage.
Shipments shall be 150 transponders per box, and 24 boxes per master shipping box.

Serial numbers shall be assigned as established in Attachment A.3 to this Agreement and be sequential thereafter taking any warranty RMA numbers into account. Refer to Attachment A.3 for programming requirements.

In the event the Department exceeds twenty-five percent (25%) of quantities in any given twelve (12) month period which includes all types of SunPass® transponders listed in this Agreement, (i.e. more than 2.5 million transponders), the Vendor agrees to apply the next fiscal year price established above for any quantity of SunPass® eGo® Plus Sticker Tags over 2.5 million transponders in any given 12 month period.

4. Transponder Type	**Cost/Unit**	
SunPass® eGo® Plus, E-Z Pass, 6C Mini-Hardcase (Multi-Protocol Transponders)	$16.08	through 12/31/20
TransCore Part No. 13-7706-072 (typical)	$16.08	1/1/21 – 12/31/21
Part 13-7706-suffix defines variable IAG axle class Model No. 7706	$14.82	1/1/22 – ~~12/31/22~~ 06/30/2025

Special Pricing: 4th Quarter 2020

	Cost/Unit	
○ Multi-Protocol Transponders (First 150,000 transponders)	$16.28	9/25/20 – 12/31/20

Special Pricing will be provided for the 4th Quarter 2020 purchase of Multi-Protocol Transponders. There are no minimum individual orders, however, the total purchase of Multi-Protocol Transponder Orders shall be in excess of 150,000. After the 4th Quarter 2020, or the first 150,000 ordered Multi-Protocol Transponders, whichever comes first, the cost per unit will return to the pricing above.

The transponders shall be IAG Certified Multi-Protocol Transponders (MPT) with eGo® Plus, TDM, and 6C style with an onboard battery, without any audiovisual indicators. The hardcase shall have user replaceable suction cups. The transponders shall be manufactured with the transponder ID etched on, and a label (displaying both the IAG and Florida transponder IDs and bar codes representing the Transponder IDs) affixed to the edge of the transponder. Artwork (location and graphic to be determined at a later date) will be printed to the external case clearly displaying Brand identification of SunPass and E-ZPass. Serial numbers shall be assigned as established in Attachment A.4 to this Agreement and be sequential thereafter taking any warranty RMA numbers into account, identical serial numbers will be assigned across all protocols on MPTs. Refer to Attachment A.4 for programming requirements. Shipments shall be 108 transponders per box, and 30 boxes per master shipping box including shielded pouches.

5. Transponder Quantities

TransCore will provide a monthly delivery quantity of hardcase and sticker transponders (bumper mounts will be ordered on an as needed basis) based on current run rates. Additionally, TransCore will keep an ample amount of material on hand to enable TransCore to supply an additional transponder shipment equaling 60 days of current monthly shipments should an emergency arise. TransCore will also adjust the monthly shipments on a Quarterly basis controlled by FTE requirements. Approximately 18%-22% of transponders shall be sent to the SunPass® warehouse and 78%-82% shall be shipped to the SunPass® Packager.

Delivery Instructions – Each shipment must be shipped to the following addresses and marked to the attention of the individual identified below.

Deliveries to SunPass® Packager:

Brittany Armstrong, Project Manager, Business Enterprise Team
MacDonald Training Center
5420 West Cypress Street
Tampa, Florida 33607
Phone: (813) 870-1300, extension 481
Fax: (813) 872-6010

Deliveries to:

Peter Gibson
SunPass Customer Service Center
West Oaks Mall
9405 W. Colonial Drive
Ocoee, Florida 34761
Phone: 407-929-7893

4. TRANSPONDERS PROGRAMMING AND WARRANTY REQUIREMENTS

eGo® PLUS TRANSPONDERS

A. Agency Code 10 serial number distribution (following exhaustion of all Allegro "Re-use" serial numbers) is as follows:
00,000,060 through 11,999,999 Mini-Mini. Micro-Mini to fall in sequentially once approved by FTE.
12,000,000 through 15,799,999 Portable.

2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the Agreement.

5. PAYMENTS

A. This is an Agreement whereby the Vendor agrees to transponders at the specified rates for a prescribed period of time. The Department will notify the Vendor should suspension of products be necessary in the event funds are not otherwise made available to cover an overrun. Any changes in this amount due to volume increases or to any of the circumstances described in Section 7 or for any other reason will be by mutual agreement by both parties and will be affected by a Supplemental Agreement.

B. Payment shall be made only after receipt and approval of goods. Payment for partial deliverables is permitted on a monthly basis for products received and approved the prior month. Each invoice must show the Contract number and indicate thereon that said invoice covers what shipments. Bills or invoices shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

C. This Agreement has a Budgetary Ceiling for the ~~initial~~ contract term which begins on the date of contract execution and ends June 30, 2025 in an estimated amount of $146,600,000.00. Said Budgetary Ceiling is expected to be funded by multiple annual appropriation of the State Legislature as follows:

$20,000,000.00	from Department Fiscal Year 2017-2018
$17,500,000.00	from Department Fiscal Year 2018-2019
$18,100,000.00	from Department Fiscal Year 2019-2020
$17,500,000.00	from Department Fiscal Year 2020-2021
$22,500,000.00	from Department Fiscal Year 2021-2022
	RENEWAL PERIOD
$13,000,000.00	from Department Fiscal Year 2022-2023
$19,000,000.00	from Department Fiscal Year 2023-2024
$19,000,000.00	from Department Fiscal Year 2024-2025

D. Legislative appropriations are on a fiscal year basis. The parties also acknowledge and agree that $20,000,000.00 is funded in the Department's current fiscal year 2017-2018. The Department's fiscal year begins July 1st of each year and ends June 30th of each succeeding year. Upon execution of this Agreement, the Department represents to the Vendor that $20,000,000.00 from the Department's Legislative Appropriation for Fiscal Year 2017-2018 has been established to fund the SunPass® Transponders identified in paragraph 3 above. It is mutually agreed that the Vendor shall not be obligated to manufacture transponders or incur costs which would result in exceeding the funding hereby established for Fiscal Year 2017-2018, nor shall the Department be obligated to make payments which result in exceeding said amount.

Legislative appropriations are on a fiscal year basis. The parties also acknowledge and agree that $18,100,000.00 is funded in fiscal year 2019-2020. The Department's fiscal year begins July 1st of each year and ends June 30th of each succeeding year. Upon execution of Modification No. 2, the Department represents to the Vendor that $18,100,000.00 from the Department's Legislative Appropriation for Fiscal Year 2019-2020 has been established to fund the SunPass® Transponders identified in Section 3 above. It is mutually agreed that the Vendor shall not be obligated to manufacture transponders or incur costs which would result in exceeding the funding hereby established for Fiscal Year 2019-2020, nor shall the Department be obligated to make payments which result in exceeding said amount.

Legislative appropriations are on a fiscal year basis. The parties also acknowledge and agree that $22,500,000.00 is funded in fiscal year 2021-2022. The Department's fiscal year begins July 1st of each year and ends June 30th of each succeeding year. Upon execution of Modification No. 5, the Department represents to the Vendor that $22,500,000.00 from the Department's Legislative Appropriation for Fiscal Year 2021-2022 has been established to fund the SunPass® Transponders identified in Section 3 above. It is mutually agreed that the Vendor shall not be obligated to manufacture transponders or incur costs which would result in exceeding the funding hereby established for Fiscal Year 2021-2022, nor shall the Department be obligated to make payments which result in exceeding said amount.

Legislative appropriations are on a fiscal year basis. The parties also acknowledge and agree that $13,000,000.00 is funded in fiscal year 2022-2023, $19,000,000.00 is funded in fiscal year 2023-2024 and $19,000,000.00 is funded in fiscal year 2024-2025. The Department's fiscal year begins July 1st of each year and ends June 30th of each succeeding year. Upon execution of Modification No. 6, the Department represents to the Vendor that $13,000,000.00 from the Department's Legislative Appropriation for Fiscal Year 2022-2023, $19,000,000.00 for Fiscal Year 2023-2024 and $19,000,000.00 for Fiscal Year 2024-2025 has been established to fund the SunPass® Transponders identified in Section 3. It is mutually agreed that the Vendor shall not be obligated to manufacture transponders or incur costs which would result in exceeding the funding hereby established for Fiscal Years 2022-2023, 2023-2024 and 2024-2025, nor shall the Department be obligated to make payments which result in exceeding said amount.

E. The Department during any fiscal year, shall 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 shall require a statement from the comptroller of the Department that funds are available prior to entering in such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the goods rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.

CONSENT AGENDA ITEM
#32

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*
Director of Procurement

DATE: July 15, 2025

SUBJECT: Approval of Purchase Order to Dasher Technologies, Inc. for Backup Systems Hardware
Project No. 599-570

Board approval to issue a purchase order to Dasher Technologies, Inc. in the amount of $715,000.00 is requested for the purchase of two data backup repository hardware units to accommodate current and future backup needs of CFX's Infinity Toll Collection System. This will be 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
#33

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*
Director of Procurement

DATE: July 23, 2025

SUBJECT: Approval of Contract Award to TransCore ITS, LLC for Systemwide Maintenance of Intelligent Transportation Systems (ITS) Infrastructure Contract No. 002223

A Request for Proposals (RFP) from qualified firms to provide Systemwide Maintenance of ITS Infrastructure was advertised on April 13, 2025. Five (5) responses were received by the May 22, 2025 deadline. Those firms were Eland Engineering, LLC, Lumin8 Transportation Technologies, LLC, SICE, Inc., Traffic Control Devises, LLC and TransCore ITS, LLC.

The Evaluation Committee, after reviewing the technical proposals, met on June 3, 2025 and shortlisted Lumin8 Transportation Technologies, LLC, SICE, Inc., Traffic Control Devises, LLC and TransCore ITS, LLC.

The Evaluation Committee conducted interviews on June 17, 2025. The price proposals were then opened and scored. After opening the price proposal, it was determined that Traffic Control Devices, LLC was non-responsive to the RFP requirements. The combined scores for the technical and price proposals were calculated and the result is shown below:

Ranking	Firm	Total Points
1	TransCore ITS, LLC	92.60
2	SICE, Inc.	87.56
3	Lumin8 Transportation Technologies, LLC	76.46

The work to be performed includes ITS Systems monitoring and reporting, repairs, preventative maintenance, equipment life-cycle replacement and other miscellaneous support as required.

Board award of the contract to TransCore ITS, LLC in the amount of $14,896,875.00 for five years with five one-year renewal options is requested.

This contract is included in the OM&A Budget.

Reviewed by:

Bryan Homayouni, PE
Director of Intelligent Transportation Systems

Glenn Pressimone, PE
Chief of Infrastructure

REVISED

RFP-002223 Committee Meeting – June 17, 2024, Minutes

The Evaluation Committee for **Systemwide Maintenance of ITS Infrastructure, RFP-002223,** held a duly noticed meeting on Tuesday, June 17, 2025, starting at 1:00 p.m. in the Pelican Conference Room at the CFX Headquarters, Orlando, Florida.

Committee Members:

Brent Poole, CFX Manager of ITS Maintenance
Bryan Homayouni, CFX Director of Intelligent Transportation Systems
Dalita Singh, CFX ITS & Sustainability Project Manager
Brent Dustin, CFX Construction Project Manager
Malaya Bryan, CFX Director of Business Opportunities

Other Attendees:

Traci Parks-Chillon, Manager of Procurement

Interviews:

Ms. Traci Parks-Chillon began each interview with introduction of the firms and Committee members. This portion of the meeting is closed to the public and is being recorded in accordance with Florida Statutes.

Lumin8 Transportation Technologies, LLC	01:00 – 01:40 p.m.
SICE, Inc.	01:50 – 02:30 p.m.
Traffic Control Devices, LLC	02:40 – 03:20 p.m.
TransCore ITS, LLC	03:30 – 04:10 p.m.

Evaluation Portion:

Ms. Traci Parks-Chillon opened the floor for discussions. After discussions, the committee members individually completed their scoring sheets and submitted them for tallying. The scores are as shown:

Proposer	Total Raw Points	Average Points
Lumin8 Transportation Technologies, LLC	217	43.40
SICE, Inc.	240	48.00
Traffic Control Devices, LLC *	226	45.20
TransCore ITS, LLC	238	47.60

Pricing

Upon completion of the technical proposals scoring, the price proposals were opened and scored in accordance with the RFP requirements.
*After opening the price proposal it was determined that Traffic Control Devices, LLC was non-responsive to the RFP requirements.

Proposer	Total Price	Points
Lumin8 Transportation Technologies, LLC	20,279,675.00	33.06
SICE, Inc.	16,944,480.00	39.56
TransCore ITS, LLC	14,896,875.00	45.00

Total Points and Rankings

Proposer	Avg. Tech. Points	Pricing Points	Total Points	Ranking
TransCore ITS, LLC	47.60	45.00	92.60	1
SICE, Inc.	48.00	39.56	87.56	2
Lumin8 Transportation Technologies, LLC	43.40	33.06	76.46	3

The Evaluation Committee recommends award of the Contract to top ranked proposer, TransCore ITS, LLC for $14,896,875.00. If the top ranked firm is unable to execute a contract, the recommendation of award will go to the second ranked proposer.

There being no further business to come before the Committee, the meeting was adjourned at 5:10 p.m. These are the official minutes of the Evaluation Committee meeting for RFP-002223 held Tuesday, June 17, 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:

Brent Poole, Manager of ITS Maintenance

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TECHNICAL AND PRICE PROPOSAL SCORING SUMMARY

SYSTEMWIDE MAINTENANCE OF ITS INFRUSTRUCTURE
RFP - CONTRACT NO. 002223

EVALUATOR	LUMIN8 TRANSPORTATION TECHNOLOGIES, LLC		SICE, INC		TRANSCORE ITS, LLC	
	TECHNICAL	PRICE	TECHNICAL	PRICE	TECHNICAL	PRICE
BRENT POOLE	43		45		49	
BRYAN HOMAYOUNI	41		48		48	
DALITA SINGH	47		55		50	
BRENT DUSTIN	44		45		43	
MALAYA BRYAN	42		47		48	
TOTAL	217		240		238	
AVG. TECH. POINTS	43.40		48.00		47.60	

PRICE PROPOSAL SUMMARY

PROPOSER	PROPOSAL AMOUNT	POINT VALUE
LUMIN8 TRANSPORTATION TECHNOLOGIES, LLC	$ 20,279,675.00	33.06
SICE, INC	$ 16,944,480.00	39.56
TRANSCORE ITS, LLC	$ 14,896,875.00	45.00

POINT TOTALS AND FINAL RANKING

PROPOSER	TECHNICAL POINTS	PRICE POINTS	TOTAL POINTS	FINAL RANKING
LUMIN8 TRANSPORTATION TECHNOLOGIES, LLC	43.40	33.06	76.46	3
SICE, INC	48.00	39.56	87.56	2
TRANSCORE ITS, LLC	47.60	45.00	92.60	1

Committee Members

BRENT POOLE — Tuesday, June 17, 2025

BRYAN HOMAYOUNI — Tuesday, June 17, 2025

DALITA SINGH — Tuesday, June 17, 2025

MALAYA BRYAN — Tuesday, June 17, 2025

BRENT DUSTIN — Tuesday, June 17, 2025

CONTRACT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

AND

TRANSCORE ITS, LLC

SYSTEMWIDE MAINTENANCE OF ITS INFRASTRUCTURE

CONTRACT NO. 002223

CONTRACT AMOUNT: $14,896,875.00

CONTRACT, SCOPE OF SERVICES W/ APPENDIXES, METHOD OF COMPENSATION, ADDENDA, PRICE PROPOSAL, TECHNICAL PROPOSAL, AND POTENTIAL CONFLICT DISCLOSURE FORM

CONTRACT, SCOPE OF SERVICES W/ APPENDIXES, METHOD OF COMPENSATION, ADDENDA, PRICE PROPOSAL, TECHNICAL PROPOSAL, AND POTENTIAL CONFLICT DISCLOSURE FORM

SYSTEMWIDE MAINTENANCE OF ITS INFRASTRUCTURE

CONTRACT NO. 002223

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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CONTRACT 002223

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Contract No. 002223

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 TransCore ITS, LLC, a Foreign Limited Liability Company, registered and authorized to do business in the State of Florida, whose principal address is 2416 Lake Orange Drive, Suite 100, Orlando, FL 32837, 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), 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 Systemwide Maintenance of ITS Infrastructure under Contract No. 002223, and related tasks as may be assigned to the CONTRACTOR by CFX; **and**

WHEREAS, on or about April 14, 2025, CFX issued a Request for Proposals seeking qualified contractors to perform such tasks; **and**

WHEREAS, CONTRACTOR was the successful one of five qualified firms that responded to the Request for Proposals and was ultimately selected; **and**

WHEREAS, the Parties acknowledge and agree that these Recitals are incorporated into and form an integral part of this Agreement, reflecting the understanding and intent of the Parties.

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

1. SERVICES TO BE PROVIDED

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

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

2. TERM AND NOTICE

The initial term of the Contract will be five (5) years from the date indicated in the Notice to Proceed from CFX, hereinafter "Initial Contract Term." At the sole discretion and election of CFX, there may be one (5) five-year renewal options, or portions thereof. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by CONTRACTOR are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide CONTRACTOR with written notice of its intent at least 90 days prior to the expiration of the term of the Contract.)

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

If CONTRACTOR: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform

the work with sufficient, satisfactory, or suitable personnel or with sufficient, satisfactory, or suitable materials to assure the prompt performance of the work items covered or services required by the Contract; (iv) fails to comply with the Contract, or (v) performs unsuitably or unsatisfactorily in the opinion of CFX reasonably exercised, or for any other cause whatsoever, fails to carry on the work or services in an acceptable manner, CFX will give notice in writing to the CONTRACTOR of such delay, neglect or default. If the Contract is declared in default, CFX may take over the work covered by the Contract.

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

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

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

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

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

3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES

3.1 CFX agrees to pay CONTRACTOR for services performed in accordance with the Method of Compensation attached hereto as **Exhibit "B"** and incorporated by reference as though set forth fully herein.

3.2 The not to exceed Contract Amount for the Initial Contract Term is $14,896,875.00 as defined in the Price Proposal attached hereto as **Exhibit "C"** and Technical Proposal attached hereto as **Exhibit "D"** incorporated by reference as though set forth fully herein.

4. AUDIT AND EXAMINATION OF RECORDS

4.1 Definition of Records:

(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 CONTRACTOR'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 CONTRACTOR 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 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 Request for Proposal, CONTRACTOR or 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 or delays such access or review for over ten (10) calendar days, 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 subconsultants 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 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.

4.6 The obligations in Section 4.0, Audit and Examination of Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

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 "E."**

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

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

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

7. RESERVED

8. CONTRACTOR INSURANCE AND PERFORMANCE AND PAYMENT BOND

Anything contained herein to the contrary notwithstanding, during the term of the Contract and for such additional time as may be further required, the Contractor shall provide, pay for and maintain in full force and effect insurance outlined below for coverage at not less than the prescribed minimum limits of liability, covering the Contractor's activities and those of any and all subcontractors (including officers, directors, employees or agents of each and their successors).

Upon execution of the Contract, the Contractor shall furnish to CFX, Certificates of Insurance bearing an original manual signature of the authorized representative of the insurance company. No Work shall commence under the Contract unless and until the required Certificates of Insurance described herein are in effect and have been approved by CFX. The Certificate of Insurance shall be issued to CFX and shall reference the complete and correct Project number, as well as the full and complete name of each insurance company, including city and state of domicile, as listed by A.M. Best Company.

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

8.1 Commercial General Liability:

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

8.2 Commercial 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 Information Security/Cyber Liability Insurance:

If a data breach is possible, the Contractor shall maintain information security/cyber liability insurance to include Internet Media Liability including cloud computing and mobile devices, for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least the minimum limits listed below.

- Each Occurrence – $1,000,000

- Network Security / Privacy Liability –$1,000,000

- Breach Response/ Notification Sublimit – A minimum limit of 50% of the policy aggregate

- Technology Products E&O – $1,000,000 (Only applicable for Vendors supplying technology related services and or products)

- Coverage shall be maintained in effect during the period of the Agreement and for no less than two (2) years after termination/ completion of the Agreement.

Information Security/Cyber Liability Insurance written on a “claims-made” basis covering Supplier, its employees, subcontractors and agents for expenses, claims and losses resulting from wrongful acts committed in the performance of, or failure to perform, all services under this Agreement, including, without limitation, claims, demand and any other payments related to electronic or physical security, breaches of confidentiality and invasion of or breaches of privacy.

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.

8.5 Performance Bond with Limited Term:

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 ($14,896,875.00/5 years). This bond shall remain in effect until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. The initial term of the bond shall be from September 01, 2025, through August 31, 2026. The bond shall be renewed each year thereafter until the expiration of the Contract term. Each fully executed renewal bond shall be transmitted to CFX at least 15 days prior to the expiration of the bond in effect so there is no lapse in coverage. Failure to timely renew the bond may result in CFX giving notice of default to the CONTRACTOR as detailed in Article 2 above. Such bond shall be executed on the form furnished by CFX. The surety shall meet all requirements of the laws of Florida and shall be approved and at all times acceptable to CFX. The surety agent's

name, address and telephone number shall be clearly stated on the face of the Performance and Payment Bond.

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

9. CONTRACTOR RESPONSIBILITY

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

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

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

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

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

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

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

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

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

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

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

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

9.6 With respect to any employees of CONTRACTOR directly providing work to CFX, CONTRACTOR shall not make any requirement of any such employee or enter into a non-competition agreement with any such employee, whether oral or written, of any kind or nature, that would prohibit those employees from leaving CONTRACTOR's employ and taking employment with any successor of CONTRACTOR for CFX's toll operations and management services.

10. INDEMNITY

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

CONTRACTOR and other persons employed or utilized by CONTRACTOR in the performance of the contract.

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

10.2 violation of same by CONTRACTOR, its subcontractors, officers, agents or employees,

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

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

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

10.6 CONTRACTOR's failure to include terms in its subcontracts as required by this Contract,

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

10.8 CONTRACTOR's breach of any of the warranties or representations contained in this Contract.

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

CONTRACTOR for CONTRACTOR's indemnity and the parties further agree that the 1% is included in the amount negotiated for each authorized task.

11. PRESS RELEASES

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

12. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS

CFX is and shall be and remain the sole owner of all rights, title, and interest in, to, and associated with all plans, documents, software in all forms, hardware, programs, procedures, specifications, drawings, brochures pamphlets, manuals, flyers, models, photographic or design images, negatives, videos and film, tapes, work product, information, data and other items (all whether in preliminary, draft, master, final, paper, electronic, or other form), along with the media on which they reside and with which they interface for function or aesthetics, that are generated or developed with respect to and in connection with this Contract and the performance thereof (collectively, the "CFX Property"). CFX's ownership of CFX Property includes without limitation all common law, statutory and other rights, title, and interest in, to, and associated with trademark, service mark, copyright, patent, trade secret, and publicity (collectively, the "CFX Intellectual Property"). CONTRACTOR, its employees, agents, officers, and subcontractors acknowledge that E-PASS® is CFX's registered trademark name for CFX's electronic toll collection system and comprises a portion of CFX Intellectual Property.

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

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

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

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

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

12.4 Subject to Chapter 119, Florida Statutes (Florida Public Records Act), CONTRACTOR shall maintain CFX Property and CFX Intellectual Property in strictest confidence and may not transfer, disclose, duplicate, or otherwise use CFX Property or CFX Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of CFX, which may be granted or denied in CFX's sole discretion. CONTRACTOR shall not publish, copyright, trademark, service mark, patent, or claim trade secret, publicity, or other rights of any kind in any of the Property. In ensuring the confidentiality and security of CFX Property and CFX Intellectual Property, CONTRACTOR shall utilize the same standards of protection and confidentiality that CONTRACTOR uses to protect its own property and confidential information, but in no instance less than reasonable care plus the standards set forth anywhere in this Contract.

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

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

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

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

12.7 Notwithstanding sections 12.5 and 12.6, the confidentiality and security provisions contained herein shall survive the term of this Contract for ten (10) years beyond 12.5 and 12.6.

13. PERMITS, LICENSES, ETC.

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

14. NONDISCRIMINATION

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

15. NOTIFICATION OF CONVICTION OF CRIMES

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

16. COMPLIANCE WITH LAWS; EQUAL EMPLOYMENT OPPORTUNITY

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

17. ASSIGNMENT AND REMOVAL OF KEY PERSONNEL

A significant factor in the decision of CFX to award this Contract to the CONTRACTOR is the level of expertise, knowledge and experience possessed by employees of CONTRACTOR, particularly the Program Manager, Technical Manager and Project Administrator (the "Key Personnel") and CONTRACTOR's covenant to have employees possessing such expertise, knowledge and experience available at all times to assist in the provision of the services. Throughout the Term of this Contract, CONTRACTOR shall employ individuals having significant training, expertise, and experience in the areas or disciplines more particularly set forth in the Scope of Services, together with such other areas of expertise or experience, as may be designated from time to time during the Term of this Contract by CFX. When CFX designates an additional area for which expertise or experience shall be required, CONTRACTOR shall use all reasonable and diligent efforts to promptly hire and retain one or more individuals possessing such experience or expertise.

CONTRACTOR shall use commercially reasonable efforts to maintain Key Personnel as employees throughout the Term of the Contract. The identity of the individuals, initially assigned to each of such positions by CONTRACTOR, shall be submitted to CFX and CFX shall be notified in advance of any changes in the individuals. The Key Personnel shall be committed to performing services on this Contract to the extent required.

If prior to the second anniversary of the Effective Date of this Contract, CONTRACTOR removes, suspends, dismisses, fires, transfers, reassigns, lays off, discharges, or otherwise terminates any Key Personnel, CONTRACTOR will use commercially reasonable efforts to replace Key Personnel with employees of like expertise.

Promptly upon request of CFX, CONTRACTOR shall use commercially reasonable efforts to substitute any remove any employee whom CFX considers unsuitable for such work.

18. SUBLETTING AND ASSIGNMENT

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

If, during the term of this Contract and any renewals hereof, the CONTRACTOR desires or intends to provide payment to a subcontractor, and/or service provider (collectively "Sub-Vendor") that was not disclosed by the CONTRACTOR to CFX at the time this Contract was originally awarded, and such payment would, standing alone or aggregated with prior payments, provide to the proposed Sub-Vendor under this Contract including any renewals or extensions hereto, equal or exceed $75,000.00, the CONTRACTOR 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 CONTRACTOR under this Contract until such Sub-Vendor has been approved by the CFX Board. In the event of a so-designated emergency, the CONTRACTOR may make such payment or incur an obligation to pay such unapproved Sub-Vendor under this Contract only with the prior written approval of the Executive Director or the designee thereof, and any such agreement by which such payment was made or by which the obligation to pay was incurred shall contain a provision that provides that it shall be automatically terminated if not approved by the CFX Board at its next regularly scheduled meeting.

CFX shall not be responsible to CONTRACTOR for any payments made or obligated to any such Sub-Vendor in excess of $75,000.00 should Consultant have failed to add such Vendor to this Contract's Major Vendors list in compliance with this provision.

19. DISPUTES

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

20. OTHER SEVERABILITY

If any section of this Contract be judged void, unenforceable or illegal, then the illegal provision shall be, if at all possible, interpreted or re-drafted into a valid, enforceable, legal provision as close to the parties' original intention, and the remaining portions of the Contract shall remain in

full force and effect and shall be enforced and interpreted as closely as possible to the parties' intention for the whole of the Contract.

21. INTEGRATION

It is understood and agreed that the entire agreement of the parties is contained in this Contract herein and that this Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. No waiver, amendment, or modification of these terms hereof will be valid unless in writing, signed by all parties and only to the extent therein set forth.

22. GOVERNING LAW AND VENUE

This Agreement, and all claims, controversies, and causes of action arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, shall be governed by, and enforced in accordance with, the internal laws of the State of Florida, including its statutes of limitations, without giving effect to any conflict-of-laws or other rule that would result in the application of the laws of a different jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. The parties consent to the exclusive jurisdiction of the courts located in Orange County, Florida. The obligations in Section 23.0, Governing Law and Venue, shall survive the expiration or termination of this Agreement and continue in full force and effect.

23. RELATIONSHIPS

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

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

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

24. INTERPRETATION

For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Except for reference to women's business enterprises and matters relating thereto, reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If CONTRACTOR discovers any material discrepancy, deficiency, or ambiguity in this Contract, or is otherwise in doubt as to the meaning of any provision of the Contract, CONTRACTOR may immediately notify CFX and request clarification of CFX's interpretation of the Contract.

25. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

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

26. SURVIVAL OF EXPIRATION OR TERMINATION

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

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

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

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

26.4 Obligations upon expiration or termination of the Contract; and

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

27. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

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

27.2 CONTRACTOR shall initiate settlement of all outstanding liabilities and claims, 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.

28. 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.

29. FLORIDA VENDOR ELIGIBILITY REQUIREMENTS

29.1 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.

29.2 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.

29.3 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.

29.4 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.

29.5 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.

29.6 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.

29.7 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.

29.8 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 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.

30. 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.

31. 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: Manager of Traffic Operations

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
4974 ORL Tower Road
Orlando, Florida 32807
ATTN: General Counsel

CONTRACTOR: TRANSCORE ITS, LLC
12416 Lake Orange Drive, Suite 100
Orlando, FL 32837
ATTN: Jonathan Tursky, Vice President / Project Director

TRANSCORE ITS, LLC
2416 Lake Orange Drive, Suite 100
Orlando, FL 32837
ATTN:Joseph "Joe" Morffi, Project Manager

32. PROTEST CONTINGENCY

CONTRACTOR hereby acknowledges that SICE, Inc. ("SICE"), was one of the five qualified firms which responded to the Request for Proposals issued by CFX for Systemwide Maintenance of ITS Infrastructure and that on June 27, 2025, SICE timely submitted a protest of CFX's Notice of Recommendation to Award the contract to TransCore ITS, LLC (the "Protest"). Despite the Protest being under review and investigation in accordance with the CFX Protest Resolution Policy, the CONTRACTOR acknowledges that the contract award process has proceeded solely to ensure continuous and uninterrupted maintenance services of the CFX ITS Infrastructure and that this Agreement is wholly contingent upon the outcome of the Protest. As such, CONTRACTOR agrees that if the Protest is denied or dismissed, the Agreement will remain in full force and effect as awarded; however, if the Protest is found to be valid, the Agreement will be modified as dictated by the formal decision on the Protest, up to and including termination with 30 days' written notice pursuant to Paragraph 32 of this Agreement. CONTRACTOR understands that in the event of termination in accordance with this provision, it will be compensated for work completed on behalf of CFX prior to the effective date of termination and that the sole remedy of the CONTRACTOR shall be payment for such services completed. CONTRACTOR expressly waives any right to file a cause of action based on termination in accordance with this provision and agrees that CFX shall have the right to use this provision as an affirmative defense in the event CONTRACTOR attempts to assert a cause of action for damages stemming from termination under this provision. In the event CONTRACTOR asserts a cause of action against CFX related to termination under this provision, CFX shall be entitled to recover reasonable attorney's fees and all costs incurred to defend itself accordingly.

33. EXHIBITS

This Contract references the exhibits listed below.

Exhibit “A” Scope of Services
Exhibit “B” Method of Compensation
Exhibit “C” Price Proposal
Exhibit “D” Technical Proposal
Exhibit “E” Potential Conflict Disclosure Form

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract: Central Florida Expressway Authority, signing by and through its Director of Procurement, authorized to execute the same by CFX's Board of Directors at its meeting action on the 14th day of August 2025, and TransCore ITS,LLC, signing through its undersigned signatory, duly authorized to execute same.

ACCEPTED AND AGREED TO BY:

TRANSCORE ITS,LLC

By: _____

Title

ATTEST:_____(Seal)

DATE:_____

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 _____, 2025.

_____

Cristina T. Berrios, Deputy General Counsel

Exhibit “A”

SCOPE OF SERVICES

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1.0 INTRODUCTION

The Central Florida Expressway Authority, hereinafter referred to as "CFX," requires the maintenance services of a qualified firm, hereinafter referred to as the "Contractor," to ensure the operation of the CFX's Intelligent Transportation System (ITS), hereinafter referred to as the "System."

1.1 Overview of Scope Items

The scope of this project will be for the Contractor to provide preventive maintenance and repair services of all the CFX's current and future ITS infrastructure and systems including:

ITS Devices and Systems

- Closed Circuit Television (CCTV) cameras (Approximate Total – 361)
- Traffic Detection
    - Data Collection Sensors (DCS) (Approximate Total – 288)
    - Traffic Monitoring Station system (Approximate Total – 480)
- Dynamic Message Signs
    - Front Access LED Dynamic Message Signs (DMS) (Approximate Total –117)
    - Walk-In LED Dynamic Message Signs (DMS) (Approximate Total – 57)
    - Lane Control System Dynamic Message Signs (LCS) (Approximate Total – 498)
    - Variable Speed Limit Dynamic Message Signs (VSL) (Approximate Total – 236)
- Wrong Way Driving
    - Wrong Way Driving Ramp Detection System (Approximate Total – 108)
    - Wrong Way Driving Mainline Detection System (Approximate Total – 10)
- Bridge Lighting LED and Control System
- Dynamic Curve Warning System (Currently One Location)
- All electronic system components associated with the ITS devices (Remote Power Managers, UPS's, terminal servers, switches, etc.)
- Line Management System (LMS) (Current presence along entire FON corridor)
- All FON locates necessary to perform the work required by this Scope of Services.
- Video Wall Maintenance Services including preventive maintenance, diagnostic and repair service

- Cabinets
    - Maintain all existing ITS Cabinets on the system (Approximately 550) and all subsequent cabinets that are added to the system.
    - Maintain All existing Flex Lanes Cabinets on the system (Approximately 121) and all subsequent cabinets that are added to the system.
- Electrical ITS Load Centers and associated equipment
- ITS Generator Systems

General / Miscellaneous Tasks

- Hardware and software support for servers
- Password updates
- Proficiency in the use of CFX's ITS network management software (What's Up Gold) and the CFX's FON documentation software (Crescent Link and ArcGIS), which is needed to support daily maintenance and troubleshooting of the ITS system.
- Field collection of GIS location information for use in the CFX's ArcGIS locate and asset management system.
- Maintenance of Traffic (MOT) design and implementation to support maintenance activities as required.
- Additional services as directed by the Manager of ITS Maintenance or designated representative. This may include general support for the evaluation and installation of demonstration equipment for new ITS or Connected and Automated Vehicle (CAV) technology, support for other general technology deployments.

All services described in the Scope of Services shall cover all existing and future ITS infrastructure deployed during the term of this agreement.

1.2 Authority Observed Holidays

The following holidays are observed by CFX. If any of these holidays fall on a Saturday, the preceding Friday is observed. If any fall on a Sunday, the following Monday is observed.

- New Year's Day
- Martin Luther King Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day

- Thanksgiving Day and the following day
- Christmas Eve and Christmas day

1.3 Business Hours

- *Central Florida Expressway Authority business office*: 8:00 A.M. through 5:00 P.M., Monday through Friday.

- *Florida Department of Transportation (FDOT) District 5 Regional Traffic Management Center (D5 RTMC)*: twenty-four (24) hours per day, seven (7) days a week, three hundred and sixty-five (365) days a year.

2.0 MAINTENANCE SERVICES

Maintenance services shall be furnished for all System elements deployed and or formally accepted by CFX and specifically identified as a Contract maintenance item. The maintenance services described herein are intended to include all existing and proposed ITS devices, exclusive of the backbone fiber optic cable.

The "prime" contractor must be prequalified by the Florida Department of Transportation under Administrative Rule 14-22, Florida Administrative Code, in Intelligent Transportation Systems. Certification in Electric Work is also required; however, prequalification can be satisfied by the certification of the Proposer or by the certification of a subcontractor, a joint venture member or partner. These pre-qualification requirements shall be maintained throughout the term of the Agreement.

2.1 General Service Requirements

The Contractor shall provide a Project Manager local to the project responsible for administering the Contract. The Project Manager shall have a minimum of 5 years of experience managing similar ITS Maintenance Contracts. Any changes to the Project Manager position shall be subject to CFX approval. The Project Manager shall coordinate all work with CFX's Manager of ITS Maintenance or his designated representative.

General Staffing Requirements

- The Contractor shall ensure that sufficient staff is available to provide the services described in this Scope of Services. An employee roster stating name, position/job title, rank and percentage of time on the job shall be submitted for CFX approval. This roster shall be updated monthly and submitted at the bi-weekly maintenance meeting. Any deviation from this roster shall be immediately brought to the attention of CFX. It is CFX's expectation to have a properly trained and qualified staff at all times for the System.

- The Contractor's project manager shall reside within the five (5) county jurisdiction of CFX and attend bi-weekly progress meetings with CFX to discuss project activities, confirm the staffing roster, review quality of service and any required improvement in quality of service deemed necessary by CFX. The Contractor shall provide an agenda and document meeting minutes and submit them for approval to CFX. Additionally, the Contractor shall provide an updated action items spreadsheet at each progress meeting for tracking of outstanding tasks and issues.

- The Contractor shall provide a single point of contact for the project manager and their senior level manager including name, address, email address, and telephone numbers for each contact

(including cellular for 24 hour per day access). The Contractor shall not change this contact without prior notification of CFX.

- All maintenance personnel shall meet the certification requirements enumerated in Section 600 – Required Contractor Certifications (See Appendix G). It is the responsibility of the Contractor to provide CFX with complete documentation of technician certification within 90 days of Notice to Proceed. All employees listed on the CFX service roster shall meet this requirement. CFX utilizes the What's Up Gold Network Monitoring Systems. All network technicians within the first 90 days following Notice to Proceed shall take the What's Up Gold Network Configuration Manager Training Course. Proof of completion shall be provided to CFX. Any additional employees approved and added to the service roster shall have 90 days from their first day of work on the CFX's system to provide documentation of certification. The contractor shall provide a current list of staff certifications with expiration dates on a quarterly basis.

- The Contractor shall ensure properly certified technicians are available at all times to provide maintenance services 24 hours a day, 7 days a week, 365 days a year throughout the life of this contract. The contractor shall provide a 24-hour toll-free number for notification by the RTMC and CFX staff. The toll-free number shall provide access to maintenance staff during and after normal business hours.

- The Contractor shall provide, manage and maintain a training program that includes appropriate media (e.g. manuals, guidance documents, training videos, etc.) used to ensure that all Field Staff is appropriately trained and supported in their daily responsibilities. When available, CFX will provide access to vendor provided trainings coordinated through ongoing construction activities. The schedule for CFX provided trainings will vary with construction activities and is not guaranteed.

- The Contractor's staff, inclusive of Project Managers, Foremen and Field Technicians shall be familiar with roadway and utility construction practices common in the ITS industry.

Physical and Network Security

- The Contractor shall comply with all physical security and network security policies of CFX and shall perform a background check on all maintenance staff associated with this project to assure they have no criminal background. The Contractor's maintenance staff shall wear clearly visible photo identification badges (format and content approved by CFX) so as to be easily identified by CFX's staff. The Contractor shall also provide CFX with a list of employees who will require access to any Authority facilities and update the list immediately upon any change.

- The Contractor shall be provided cyber keys to locks on equipment cabinets associated with the project. The Contractor shall return all keys to CFX upon termination of the Contract. The Contractor's Project Manager shall manage the assignment of cyber keys to active staff under this contract and shall be responsible for collecting and returning cyber keys assigned to personnel removed from the contract. The Contractor shall take actions necessary to assure that all project staff re-lock equipment cabinets after conducting any activity. If the Contractor is found responsible for leaving a cabinet or communications hub unlocked, the Contractor shall be subject to a $500.00 penalty per occurrence, which will be deducted from the Contractor's monthly invoice. Technicians found responsible for leaving a cabinet or communications hub unlocked on more than one occasion within 365-day period shall be subject to a temporary suspension from the contract.

- The Project Manager shall be responsible for collecting and returning to CFX any badges, cyber keys and other clearance content within 24 hours of Contractor personnel leaving the contract for any reason.

- The Contractor's PM or Principal in Charge shall immediately notify CFX when the Contractor becomes aware of an actual or potential threat to the security or operational integrity of the System posed by Contractor personnel or the actions thereof. The Contractor's PM shall assist CFX in the investigation, reporting, and remediation of any breach of security or degradation in the operational integrity of the System directly attributed to Contractor personnel. CFX shall be notified immediately if a Contractor's employee with security access to CFX is terminated or leaves the firm. All security breaches, suspected or otherwise, are to be immediately reported to the Information Technology Department.

Safety

- The Contractor shall follow Occupational Safety and Health Administration (OSHA) Confined Space Entry rules and regulations.

- Any maintenance personnel found not complying with applicable OSHA or other CFX safety requirements shall be subject to immediate termination from the Contract. CFX maintains a zero-tolerance policy with regards to safety violations. Such violations include, but are not limited to:

    1. Failure to wear a proper Class 3 safety vest and/or OSHA required personal protective equipment when working anywhere on the CFX's expressway system, including working in electrical cabinets.

    2. Failure to have a minimum of two (2) workers to operate a bucket truck at any given time.

    3. Failure to properly use an OSHA approved safety harness, hardhat, and safety vest while performing work in a bucket truck.

    4. Failure to establish proper Maintenance of Traffic (MOT) while working on the expressway.

    5. Working (or booming) over lanes of active traffic in a bucket truck.

    6. Performing U-Turns on the expressway's system, either across the grass median or by way of emergency crossovers.

    7. Running across active lanes of traffic.

- The Contractor's maintenance technician shall follow all rules of safety as related to humans and equipment safety. Where any grounding problem is detected, the technician shall immediately notify CFX who will conduct an engineering analysis and execute corrective action. Detection of grounding problems includes visible indication as well as indication that there are voltage differences between chassis/front panels/equipment cases causing a potential safety hazard to personnel and equipment. National Electric Code requires all chassis/cases/front panels/racks/cabinets be a common ground potential.

If the Contactor is proven to have committed any of the above policy infractions, the Contactor shall be subject to a $1000.00 penalty per infraction and the technician(s) who committed the infraction shall be subject to termination from the Contract.

Inventory and Equipment Management

- CFX currently utilizes LLumin as its asset management system software. The Contractor shall be responsible for maintaining all records, providing information and updating inventory documentation as well as populating the data base, creating repair tickets, inputting new devices, managing existing devices and keeping all CFX ITS assets up to date. The LLumin software shall be used to document response and repair times. The Contractor shall utilize the asset management system to keep records of all maintenance activity including but not limited to; date/time, location, equipment type/serial number, cause of failure, corrective (or preventive) action taken, assigned technician conducting maintenance activity, and disposition of the removed material. The maintenance records shall be provided to CFX at the time of monthly billing and be traceable back to the separately issued monthly work orders. These records shall be delivered electronically in an approved spreadsheet file as well as a printed custom report format subject to CFX approval.

- The Contractor shall manage all inventory provided by CFX so that the owner has pinpoint location of all CFX devices at all times. This includes inventory sent back for repair. Individual technicians handling inventory shall be equipped with a Contractor provided asset management system compatible device such as a smart phone or laptop. The Contractor shall accurately control movement of all inventory throughout CFX's system and for all return authorizations until the device is decommissioned and/or replaced with a new device. The asset management system software contains a timestamp that shall track all system device status and outages to ensure the Contractor is held responsible to repair device(s) in a time agreed to in this Scope of Services.

- The Contractor shall maintain records of equipment failures and specific component that failed (to the board level if possible and by equipment make/model/serial number), as well as information on the corrective action, including date/time for items with replacement cost above $100.00 or that are considered to be primary system components. Examples of these items would include DMS controllers, RF/reader modules, field switches, CCTV cameras, DMS power supplies, etc. The Contractor shall periodically analyze failure statistics to determine the failure rate of devices by location and system wide. Should a specific electronic unit have a high failure rate, CFX shall be notified. Failure rate statistics shall be provided to CFX on a Quarterly basis at a minimum. All failed or bad equipment shall be inventoried and either returned for repair or set aside to be properly disposed of.

- The Contractor shall be responsible for managing all equipment damaged by vehicles, storms or other acts of God. This includes all tracking, photos, and coordination with CFX insurance procedures. A spreadsheet shall be provided at each bi-weekly progress meeting stating the status of any and all open insurance claims.

- The Contractor shall maintain a device warranty inventory for equipment with a replacement cost above $500.00. The Contractor shall keep records of all warranty periods including expiration date, location, equipment type/serial number, and disposition of the removed material after warranty expires. The warranty inventory shall be provided to CFX at quarterly intervals and be traceable back to the work orders. It is the Contractor's responsibility to coordinate with the manufacturer to obtain the latest information regarding the warranty status of the inventory. These records shall be delivered electronically in a Microsoft Excel spreadsheet file as well as a printed custom report format subject to CFX approval.

- It is the responsibility of the Contractor to notify CFX if vendor turnaround times for repairs are greater than 30 calendar days.

- The Contractor shall properly dispose of all materials removed from the system which are no longer considered to be repairable. The Contractor shall attach a note stating the reason that the material is considered to be un-repairable along with the estimated cost of the material. The Contractor shall follow CFX disposal procedure and provide a list of all scrap material along with serial numbers and approximate values to a CFX representative for approval to scrap material. Delivery of scrap material shall be coordinated with CFX staff.

Troubleshooting and Field Response

- The Contractor shall coordinate and respond to device issues reported by the FDOT District Five Regional Traffic Management Center (RTMC). RTMC Operators utilize the CFX's Cameras, DMS, and other ITS subsystems. The Operators utilize an email system and a contractor provided toll free number to notify CFX and Contractor of device issues. The Contractor shall respond to RTMC email messages and phone calls 24 hours per day, seven days a week. The procedure for responding to RTMC email and phone calls messages is as follows:

    1. When an email or phone call message regarding a CFX ITS issue is received, the Contractor shall immediately contact the RTMC for a description of the problem. At that time, the Contractor shall request the operator to broadcast an email message notification that that Contractor is responding to the issue.

    2. After the repair is complete, the Contractor shall contact the RTMC immediately to verify the issue has been resolved. If the repair is successful, the Contractor shall request the RTMC operator to send an email message indicating that the issue has been resolved.

- All work locations will be described with geographical or landmark reference points that will allow the Contractor to proceed immediately to the location with minimum delay. CFX is using an ESRI platform to manage ITS infrastructure in a GIS system. The Contractor shall provide individual licenses for each technician to ArcGIS Online to allow for mobile access to CFX's georeferenced database of ITS infrastructure. The Contractor will be required to have a minimum of one Creator level license for the organization and Viewer level licenses for each technician. This licensing will allow for Contractor access to the CFX's ArcGIS database. The process for updating the GIS system will be defined by CFX standard operation procedure and will include input from the Contractor in order to maintain the accuracy of the system. If the Contractor performs any repairs that change the geographic layout by more than one (1) foot, the Contractor shall collect GPS coordinates and provide them promptly to CFX. The Contractor shall provide the updated GIS information based upon CFX provided standard operating procedure. Updating of the software will be provided by others.

- The Contractor shall repair and troubleshoot equipment as needed, however if a specific location proves troublesome with reoccurring issues, the Contractor shall not re-bill CFX to re-troubleshoot the same location within a 21-day period.

- The Contractor's maintenance technician shall be experienced in the use of appropriate test equipment, troubleshooting and diagnostic procedures and appropriate techniques in disconnecting power and signal connectors related to failed electronics replacement. The technician shall re-install electronics, appropriately interconnecting connectors, replacing any strain relief devices disconnected and shall use manufacturer's recommended procedures in restarting electronics. Where any cable labels/tags have been damaged, the technician shall replace the cable identification. The Contractor's technician shall leave the repair area neat with cables properly arranged in an organized manner.

- Where the Contractor's technician detects over-temperature conditions for equipment's environmental specifications within an equipment area and has verified that all cabinet and equipment unit cooling provisions are properly functioning, the Contractor shall notify CFX of the environmental compatibility problem and recommend corrective action.

- The Contractor shall be responsible for maintaining all CFX owned power services required to supply power to the systems described in this Scope of Services, including but not limited to the repair of electrical pull boxes, electrical service wire, electrical conduit (above or below ground), transformers, disconnects, wiring terminals, fuses, and breakers. All power services shall be checked per preventive maintenance schedule and shall be replaced if necessary. All grounding shall be installed and maintained per NEC and CFX's grounding standards.

- The Contractor shall be responsible for the repair and replacement of all Surge Protection Devices (SPD) devices present as part of the systems described in the Scope of Services. All SPDs shall be properly grounded to the cabinet bus bar, which in turn shall be properly grounded to the cabinet single point earth ground.

- In the event that equipment for two devices is co-located in a single field cabinet (e.g. field equipment for a CCTV camera site co-located with a DCS site) the Contractor shall follow the stricter preventive maintenance schedule for all shared equipment at that site.

Firmware and Software Support

- From time to time, the Contractor will be required to install manufacturer recommended software and firmware updates and patches to all command and control servers, serial access servers, stand-alone controllers (e.g., DMS controllers), integrated controllers (e.g., command control receivers in cameras), and electronic or programmable components described in this Scope of Services. The Contractor shall monitor manufacturer bulletins regarding updates at least on a quarterly basis. It is anticipated that a technician familiar with the operating systems and system administration software for these systems is required in order to perform these services. Software development will not be required.

- The Contractor shall provide software configuration and system administration changes as requested by CFX for the systems described in this Scope of Services. Examples of potential changes include modifying a user's permissions/priority level, adding new users, adding new DMS messages to pre-programmed libraries, updating user interface maps to reflect modifications to device locations, changing alarm notification settings, camera preset and text overlay settings, programming TMS for speed, volume and classification, and creating camera touring scripts. Other system changes include adjusting the cameras and detectors of the Wrong Way driving systems (see Appendix F for system locations), managing and updating What's Up Gold system management software and collection of field data for GIS asset documentation system. It is anticipated that a technician familiar with the operating systems and system administration software for these systems is required in order to perform these services. It shall be the responsibility of the Contractor to become fully knowledgeable and proficient in use of all CFX provided software network monitoring

Contractor Coordination

- The Contractor shall coordinate with any other CFX or Agency Partner Contractor which may be responsible for other elements of the System, related to ITS device operations (such as the Gigabit Ethernet backbone other communications network elements). The Contractor shall be pro-active and take initiative to solve network related issues within their scope of expertise.

- CFX may direct the Contractor to attend construction meetings that involve ITS Infrastructure work that affects feeder cable and ITS devices.

- If requested by CFX, the Contractor shall attend ITS Construction Kick Off or Pre-Construction Meetings to become familiar with the scope of the project and exchange contact information.

- The Contractor shall support ongoing CFX construction activities by troubleshooting, providing spare parts and providing any other support as directed by CFX.

- All lane closures shall require the presence of off-duty law enforcement officers. The Contractor shall coordinate with local agencies as necessary to provide off-duty officer support for all lane and ramp closures.

General Items

- The Contractor shall maintain accurate records of all maintenance activity and correspondence with CFX. These records shall include documentation on any quality inspections made by the Contractor's quality assurance representative. All records related to this project shall be made available to CFX upon request.

- All work performed by the Contractor is subject to review and acceptance by CFX's Manager of ITS Maintenance or his designated representative. Occasionally, overtime may be needed for emergency work to resolve device, power or network issues. Overtime shall be limited and used only when completely necessary. Overtime shall not be used to make up for an understaffed condition unless prior approval is given in writing by CFX. All overtime shall be subject to Authority approval and discretion.

- All cabinets shall be clearly marked with a milepost location label both front and back. Milepost locations are broken down in 100ths of a mile and run west to east and south to north.

- The Contractor shall support system-wide lifecycle ITS equipment upgrades and replacements as identified in the 5-year Workplan.

2.2 Concurrent Construction and Maintenance Contracts

CFX manages several ongoing Construction and Maintenance contracts which are subject to change. The intent of this Contract is to provide maintenance coverage of items not covered under other existing or future contracts. CFX reserves the right to add or subtract specific ITS equipment from the scope of services, as deemed necessary. The Contractor shall provide maintenance services for said equipment at the labor and material rates established in the Method of Compensation. Examples of the addition or subtraction of equipment could include:

- Addition of new devices deployed as part of the future projects or other system expansion projects.

- Subtraction of devices as part of future projects or other system expansion projects.

- Temporary subtraction of devices to be maintained by others as part of active CFX construction project as directed by CFX.

- Subtraction of devices, systems or other scope items to be maintained or performed by others as a part of a separately executed Maintenance Contract.

3.0 MAINTENANCE AND REPAIR WORK

Except for emergency maintenance work directed by CFX, no ramp closures, lane closures, shoulder closures or work that impacts the flow of vehicular traffic will be permitted on the holidays stated in section 1.2 unless the Contractor submits a written request to work at least ten days in advance of the requested date and receives written approval from CFX.

During these periods, the Contractor shall remove all equipment and materials from the clear zone, except those required for the safety of the traveling public and retain sufficient personnel at the job site to properly meet the maintenance of traffic requirements. The only exception will be in the event of a civil or weather emergency, in which the Contractor shall be notified and placed on standby.

3.1 Emergency Maintenance Work – Four (4) Hour Response and Repair

Emergency maintenance work will typically be required when a device or component of the device results in the failure of critical system elements, or at CFX's discretion. Examples of critical failures include multiple device failures or network outage, Wrong Way Driving outage, a Walk-in DMS failure, a Lane Control DMS failure, Variable Speed Limit failure and subsystem failures. Emergency work will be required all hours, Monday through Sunday, including Holidays. The Contractor shall arrive on site within two (2) hours of notification of an emergency. Emergency work shall be completed by the Contractor within two (2) hours of the technician arriving on-site. If the repair time is expected to exceed this time, the Contractor shall notify CFX immediately. The Contractor shall notify CFX when the maintenance actions have been completed and describe any resulting operational restrictions. If the Contractor fails to meet the required emergency maintenance response and repair time, the Contractor shall be subject to a penalty of $250.00 per hour for each hour or fraction thereof that exceeds the 4-hour maximum response and repair time. Conditions outside of the Contractors control shall be taken into consideration by CFX before assessment of the penalty.

3.2 Non-Emergency Maintenance Work – Twenty-four (24) Hour Response and Repair

Non-emergency maintenance work will typically be required when a device or component of the device has failed and must be repaired in order for the system to function as expected, or at CFX's discretion. Non-emergency work will be required between 7:00 a.m. and 5:00 p.m., excluding holidays. Non-emergency work shall be completed by the Contractor within 24 hours after notification by CFX or from the issuance of the daily checklist. If the repair time is expected to exceed this time, the Contractor shall notify CFX immediately. The Contractor shall notify CFX when the maintenance actions have been completed and describe any resulting operational restrictions. If the Contractor fails to meet the required maintenance response and repair time, the Contractor shall be subject to a penalty of $100.00 per hour for each hour or fraction thereof that exceeds the 24-hour maximum response and repair time. Conditions outside of the Contractors control shall be taken into consideration by CFX before assessment of the penalty.

3.3 System Monitoring

3.3.1 ITS and Flex Lanes

The Contractor shall perform daily on-site ITS system monitoring as part of its preventive maintenance services. This shall involve a once-daily check for ITS each weekday morning and twice-daily check for Flex Lanes corridors each weekday morning and afternoon by the Contractor from CFX Headquarters confirming the operational status of every ITS device on the system. Should issues be noticed with any device, the Contractor shall immediately notify CFX. Items that should be checked daily include (but are not limited to):

- Quality and presence of video from each CCTV camera
- PTZ of each CCTV camera
- Status and alarm codes from each front access and walk-in DMS
- Status and alarm codes from each LCS (Flex Lanes)
- Status and alarm codes from each VSL (Flex Lanes)
- Status of DCS sites
- Independent status and visual confirmation that each walk-in, LCS, VSL and front access DMS is displaying the message indicated by the DMS control software
- Status of all Wavetronix and Houston Radar TMS readers
- Status of all Blyncsy Readers
- Status of all ITS devices within the Network Monitoring Software
- Status of Travel Time system/Data Server Reporting
- Status of Congestion DMS system
- Status of Permanent Generators for 528 Microgrid and DMS locations
- Status of Bridge Lighting System
- Status of Dynamic Curve Warning System

3.3.2 Wrong Way Driving

The contractor shall perform daily WWD system monitoring as part of its maintenance services. This shall involve a once-daily check for the WWD each weekday morning confirming the operational status of all WWD systems. Should issues be noticed with any system, the Contractor shall immediately notify CFX. Utilizing manufacturer software, items that should be checked daily include (but are not limited to):

- Status of Incoming, Outgoing and Overview verification cameras.
    - Status of cameras in SunGuide software if applicable.
- Status of Incoming and Outgoing detectors
- Status of LED, RFB or other flashing sign components
- Verify system is online and functioning in SunGuide software
- Verify system devices are reporting online in What's up Gold Software
- Anomaly Checks – To include review of all alerts reported through the manufacturer's software for each active location. Any anomalies found during the checks shall be reported on the checklist for resolution. The review of alerts shall include (but are not limited to):

    - Performance and Integrity of the System
    - Excessive False Alerts
    - Failure to send alerts to SunGuide through API

- Missing Incoming (sign activation) Alert
- Missing Outgoing Alerts
- Missing Overview Alerts
- Low Visibility (Not Related to Weather)
- Blank Images or Missing Images in Alerts

Any anomalies identified during the check shall be communicated by the Contractor to CFX via email on a daily basis by 12 PM. Wrong Way Driving Device status can be reported on a separate checklist or separate tab of the daily ITS Checklist.

CFX may add additional items to the checklists as deemed appropriate by the Manager of ITS Maintenance or their designated representative. An example daily device checklist is provided in Appendix J. The daily device checklist shall be sent via email to a CFX provided distribution list daily each weekday morning. The checklist shall be submitted to CFX no later than 8:00 AM each weekday morning for ITS Daily Check and no later than 8:00 AM and 1:00 PM for the Flex Lanes Corridor checklist. The WWD Daily Check list shall be sent out by 12 PM. At the end of the business day, the contractor shall provide a status update of each location identified during the morning check. The Contractor shall notify CFX if device issues are discovered at locations that are under the responsibility of construction projects. The Contractor shall coordinate repairs within construction project limits with CFX and construction project managers. The Contractor shall also store the Daily Device Checklist on the Control Room Computer "shared drive" folder under "Daily Device Checklist". This folder shall be organized by week, month and year for easy reference.

3.4 Work Assignment and Planning

Work assigned to the Contractor will be accomplished through a Work Order process. Work orders shall be prepared by the Contractor based on issues detected through the daily system check, plus any additional issues discovered through direct observation, reported by the RTMC, or reported by CFX staff/representatives. Said work orders shall be submitted to and approved by CFX prior to starting work. From time to time, CFX may make an exception in order to restore the operation of critical devices. In such cases, the Contractor shall submit an appropriate work order for approval by the next business day. CFX reserves the right to deny compensation for work that was not properly authorized by an CFX approved work order. A sample Work Order form is attached as Appendix K. The form may be modified as necessary for this project. **The Prime Contractor shall perform no less than 55% of the contract work.**

When a work order is issued for a specific location, that work order includes the full repair and function of the site within a 4 to 24 hour time frame. It is the responsibility of the Contractor to resolve the root cause on the initial work order. The Contractor shall warranty their work for a period of no less than 21 days. Root causes shall be described as the reoccurrence of the same symptoms (no video, no ptz, no communication…etc.). If a symptom is determined to reappear due to other causes not connected to the original symptom, a new work order shall be permitted.

Work Orders will identify the location, description, work to be accomplished and the completion time. All work shall be performed in a continuous and expeditious manner. Failure to do so may constitute unsatisfactory progress and after written warning the Contractor may be declared in default and subject to the penalties as stated the Contract.

Upon completion of the assigned work the Contractor shall notify a CFX representative and certify that the work is completed. All work completed will be reviewed by a CFX representative, to verify quantity and quality prior to approving the final Work Order for payment.

Should inclement weather limit or stop the Contractor from working, the Manager of ITS Maintenance or CFX representative shall be notified of work stoppage. The services under this contract shall be considered "Essential Services" as defined by state and local government authorities. The contractor shall make themselves available during civil or weather emergencies as requested by CFX.

It shall be the responsibility of the Contractor to schedule work in a manner that prevents delays, stoppages and rework. The Contractor shall be responsible to employ adequate staffing levels to complete all assigned work within a reasonable timely manner.

The Contractor shall certify that the work quantities and quality were accomplished in accordance with the CFX ITS specifications. The certification shall be accomplished by signing and returning the work order.

Acceptable work quality will be determined by the Manager of ITS Maintenance, or their designated representative. Reworking required due to Contractor negligence, omission, or inadequate performance will be the responsibility of the Contractor. Unless otherwise directed by CFX, repairs should be directed toward fixing the root cause of issues. CFX reserves the right to withhold payment for repeated, incomplete repairs at a site that do not solve the root cause of a recurring issue until a successful permanent repair has been made. No additional payment will be due the Contractor for the reworking of non-acceptable areas.

Payments to the Contractor for work completed will be in accordance with the Method of Compensation.

3.5 Sub-Contractors

The Contractor shall ensure that all Subcontractors are competent, careful and reliable. Sub-Contractors shall be added to the contract following CFX procurement policies which includes the submittal and approval of a Certificate of Sublet. The Contractor shall submit the names and qualifications of all first and second tier subcontractors to CFX for approval prior to their beginning Work on the Project. All first and second tier subcontractors shall meet the same skills and experience requirements outlined in this contract for the prime contractor as necessary to properly perform the Work assigned. Specialty subcontractors are permitted, skill and experience requirements shall apply to the type of work effort assigned to the subcontractor. Subcontractors shall hold a valid certification in disciplines outlined in CFX specification 600 (See appendix G).

If, in the opinion of CFX, any Subcontractor employed by the Contractor is not qualified to perform the Work assigned; or is insubordinate, disorderly, disrupts or is detrimental to the progress of the Work, such first or second tier subcontractor shall be immediately removed from the Project by the Contractor upon written direction from CFX. Such subcontractor shall not be employed again on the Project without the written permission of CFX. If the Contractor fails to immediately remove such subcontractor, CFX may, at its sole discretion, withhold payments due or which may become due, or may suspend the Work until the subcontractor is removed. The Contractor shall protect, defend, indemnify, and hold harmless CFX, its agents, consultants, officials and employees from any and all claims, actions or suits arising from such removal, discharge or suspension of a Subcontractor based on the direction of CFX. All subcontracts shall expressly include an acknowledgment of CFX's right to remove any Subcontractor in accordance with this paragraph.

A Subcontractor shall be recognized only in the capacity of an employee or agent of the Contractor.

3.6 Correction of Deficiencies

When deficiencies are indicated in a review, the Contractor will immediately implement an action to eliminate the deficiencies. Remedial actions may include further training of the Contractor's personnel at the Contractors cost (in scope and/or frequency), subdivision of staff responsibilities, addition of staff, or replacement of

personnel whose performance is considered inadequate, replacing materials, installing new materials and meeting the Contract terms. The Contractor shall present to CFX, a remedial action plan to resolve such deficiencies within seventy-two (72) hours of discrepancy being reported or as approved by CFX on a case-by-case basis.

4.0 JUPITER VIDEO WALL MAINTENANCE AND RESPONSE TIMES

The Contractor shall comply with the following response requirements for performing repair services for Video Wall Failures:

Table 4.1: Jupiter Video Wall Repair Services Response Times

Type of Failure	Type of Repair	Requirement	Response Times
Video Wall Failures	Repair Services	On-site arrival at the CFX Control Room	Response within 4 hours from time of initial failure notification.
		Repair time	24 Hours (Unless otherwise approved by CFX)

The request of service can either be in the form of an email or a phone call to the Contractor. The Contractor shall be responsible for providing and updating all required contact information (Mailing address, email address and emergency telephone contact numbers) to CFX. Routine repairs such as firmware or Windows updates shall not occur during the hours of 7 AM through 5 PM Monday through Friday unless as approved by CFX.

4.1 Repair Services

Repair Services for this Contract are repairs/replacement and software updates of video wall components due to equipment malfunction and/or end of life replacement. This includes the Crestron touch screen control panel.

Video Wall Reconfiguration Services

When requested by CFX, the Contractor shall be responsible for configuration of the video wall after any software, firmware and hardware upgrades or updates from new CCTV devices installed in on-going construction projects. The Contractor shall document the changes and provide a backup of the original configuration as a standby to minimize video wall downtime.

5.0 FIBER OPTIC NETWORK (FON) DESCRIPTION

This description is provided as background information only. Maintenance of the FON backbone cable is performed under a separate maintenance agreement and is not a part of this Scope of Services. The Contractor shall coordinate with the CFX's FON Maintenance Contractor where necessary to isolate the cause of a failure related to ITS electronic devices or to the fiber optic infrastructure. The Contractor shall be responsible for system-wide maintenance and repair of fiber optic drop cable, as well as repair of all associated conduit.

The FON serves the CFX's immediate and long-term telecommunications needs for data, voice and video transmission and to support future ITS applications. The FON covers the length of S.R. 408 (East-West Expressway), the CFX's portions of S.R. 528 (Beachline Expressway), S.R. 417 (Central Florida Greene Way), S.R. 429 (Western Expressway and Wekiva Parkway), S.R. 451, SR 453, S.R. 414 (John Land Apopka Expressway), S.R. 551 (Goldenrod Road Extension) and SR 538 (Poinciana Parkway) for a total of approximately one hundred twenty five (125) centerline miles. The FON provides linked telecommunications services for CFX between its Orlando headquarters office, mainline toll plazas, ramp toll plazas, and the FDOT Regional Traffic Management Center (RTMC). A third party is leasing a portion of the conduit capacity that was installed with the FON.

The FON supplies the physical connection for the CFX's Gigabit Ethernet based fiber optic network with conduit that extends along both sides of the right-of-way in a route-redundant configuration. The outside-plant infrastructure includes single mode fiber optic cable, high-density polyethylene (HDPE) conduit, tone wire, manholes, splice closures and other related peripheral equipment. The outside cable plant utilizes a conduit bank of eight or nine one-inch inner diameter ducts installed along the CFX's facilities on both sides of the right of way. This conduit bank also contains an HDPE-insulated #12 solid copper tone wire installed inside one of the 1" HDPE conduits to accommodate the locating of the FON. The copper tone wire is installed within a 1" HDPE SDR 11 conduit. Connection to the FON Feeder cable occurs through lateral runs of 2 or 3-1" HDPE conduits with 12-count fiber optic drop cable in the blue conduit. The fiber optic drop cable shall be used to connect all ITS elements including, but not limited to, DMS, CCTV, DCS, TMS, etc. to the FON feeder cable. The orange conduit within the drop cable conduits is reserved for spare.

6.0 LINE MANAGEMENT SYSTEM (LMS) REPAIRS AND LOCATES

6.1 Description

The Contractor shall furnish maintenance services for the CFX's Line Management System (LMS). This serves the CFX's need for locating and tracing buried fiber-optic cable. Each LMS unit (bay-mounted transmitter) sends a tone at a 512 Hz frequency along the underground tone wire, which can be detected using a Radiodetection® RD8200 PDLG receiver or an approved equivalent that can receive a 512 Hz frequency. FON laterals (side legs) to Ramp Plazas and ITS device sites are located manually using any portable transmitter and receiver that can transmit and receive a tone at an 8 kHz frequency. The Contractor shall be responsible for providing and maintaining one Radiodetection RD8200 PDLG receiver for locating purposes. If necessary, at its discretion, CFX shall provide additional units to the Contractor based upon workload. The cost of the Contractor provided receiver shall be considered incidental to the contract pay items.

The Contractor shall furnish maintenance services for the CFX's existing LMS equipment (See Appendix A). This equipment includes:

LMS Units – Five LMS units are located at Forest Lake, Boggy Creek, Curry Ford, Pine Hills and KOA Mainline Toll Plazas. There are ACT EOL Boxes at the end of each LMS line to protect the LMS from surge damage (See Appendix A). Each LMS unit has four individual operating lines, which distribute individual tones at a 512 Hz frequency in four different directions. Each existing individual operating line currently extends anywhere from one (1) to twenty-eight (28) miles from the LMS transmitter.

ACT E/W Units – The ACT E/W provides an access point for troubleshooting as well as surge protection on LMS lines that exceed approximately ten (10) miles in length. The ACT E/W units are installed at various locations throughout the LMS systems. Please see Appendix A for locations of the units.

ACT I-P and Tone Wires –At ITS device locations, the side leg tone wire is generally NOT attached to the main tone wire and will have to be located using a portable transmitter. The tone wire access point at ITS Device locations is a pull box by the ITS cabinet.

6.2 General Requirements

The Contractor shall have a technician available to repair CFX's LMS. The Contractor shall coordinate with a CFX representative to test the tone wire system and document the LMS voltage and current (milliamps) readings within thirty (30) days from the NTP. Initial system testing shall be paid for using established unit labor rates. The Contractor shall submit a written report to CFX documenting the voltage and current (milliamps) readings from the LMS system test within five (5) days of the completion of LMS testing. The Contractor shall test the tone wire system and document the Radiodetection™ LMS voltage and current (milliamps) readings on a quarterly basis, or as directed by CFX.

This test shall include a meeting with a CFX representative and visit to the LMS sites to document the voltage and current (milliamps) readings of the devices. The next step will be to accompany CFX representative to the end of each LMS leg to obtain a current (milliamps) reading.

Upon LMS system repairs, the Contractor shall revisit the affected locations with a CFX representative to recheck the voltage and current (milliamps) readings of the LMS. The Contractor shall submit a written report to CFX documenting the voltage and current (milliamps) readings from the LMS system test. Upon repair, the readings shall be within 10% of the original readings.

6.3 Tone Wire Repairs

The Contractor shall have a technician available to repair the tone wire as needed. Tone wire repairs shall be performed as non-emergency work as described above.

All new tone wire shall be installed in the ninth (9th) black with red stripe conduit. In duct banks containing only eight (8) conduits, the tone wire shall be installed in the yellow conduit. In cases where fiber runs point to point in grey 2" conduit, a #12 AWG, stranded or solid single conductor copper core, per CFX specification 638 shall be installed in the spare 2" gray conduit adjacent in the run. No tone wire shall be brought into any communication hub but shall be terminated in the closest pull box outside or adjacent to the cabinet.

The Contractor shall be capable of troubleshooting and finding faults in the tone wire for all necessary repairs. The Contractor shall also provide associated field equipment (e.g., backhoes, excavators, etc..) to complete the repair work. The Contractor shall use #12 AWG, stranded or solid single conductor copper core, as defined in CFX Specification 638.

The Contractor shall also utilize a 3M Electrical Products Division DBR-6 encapsulated splice enclosure kit for all tone wire repairs as defined in CFX Specification 638.

The Contractor shall take digital photos prior to and after all repairs. The Contractor shall maintain these photos with its paperwork associated with the work. In the event, that any repairs change the geographic layout of the tone wire by more than 1 foot, the Contractor shall take and provide GPS coordinates to update ArcGIS to maintain the accuracy of the CFX's GIS database.

6.4 Locates

The Contractor shall have a technician available to support the field locates for ITS Infrastructure required to support ongoing construction activity as needed. The Contractor shall provide a designated point of contact for the CFX Senior ITS Locate Administrator to support this activity. The CFX Senior ITS Locate Administrator shall assign tickets from the Sunshine 811 system to the designated point of contact for response in the field on an as-needed basis. It shall be the Contractor's responsibility to meet the requirements of chapter 556.105 of the Florida Statutes regarding all locates assigned for the project. The Contractor shall have access to the existing documentation and locate infrastructure. The Contractor shall provide, at their own cost, all equipment required to locate the ITS infrastructure

7.0 FIBER OPTIC CABLE / CONDUIT

7.1 Description

In order to connect the various ITS devices to the FON, 12-count fiber optic drop cables are used. These drop cables are placed inside a 1" HDPE conduit that connects the ITS device cabinet to the nearest feeder cable. Two or three conduits are run to each device cabinet, with fiber in one of the conduits, tone wire in the second conduit (if available) and the third conduit reserved for future growth. To connect the drop cable to the FON, 72-count fiber optic feeder cables may be used. These feeder cables are placed inside of a 1" HDPE conduit and run parallel to the FON backbone. Feeder cables do not enter any ramp plaza or service center.

The FON Feeder and Backbone cable is currently monitored and maintained under a separate CFX contract.

7.2 General Requirements – Communications Conduit

- The Contractor shall use unsheathed bundles of high-density polyethylene (HDPE) communication conduits for general repairs. The work may also include sections of HDPE conduit bundles encased with PVC or bullet-resistive fiberglass. The system does contain black steel pipe (BSP), or cast-in-place concrete for extra mechanical protection

- HDPE conduit shall be smooth wall SDR 11 or thicker and PVC shall be Schedule 40 or Schedule 80 per CFX specification 638.

- All conduit repairs shall use the same materials present prior to the repair request unless otherwise approved by CFX. See CFX Specification 638 (Appendix G) for details on acceptable types of conduit. The exception to this is black steel pipe (BSP). BSP is no longer used and shall be replaced if needed with HDPE, PVC or split PVC.

- All component parts common to the conduit system shall be the product of the same manufacturer unless otherwise approved by CFX.

- Conduit runs between manholes shall have no more than cumulative 270 degrees of bends or offsets. Also, individual conduit bends shall not exceed the minimum bend radius of a 72-strand single-mode fiber optic cable. All conduit curves shall have a minimum bend radius of twenty (20) feet unless otherwise specified.

- The Contractor shall make all joints using electrofusion couplers.

- Make conduit field cuts square and remove all burred edges.

- The Contractor shall thoroughly seal all conduit systems such that they are airtight and do not allow the ingress of water, dirt, sand and other foreign materials into the conduit prior to, during and after repair.

- In the event that any repairs or new installation change the geographic layout of the conduit by more than one (1) foot, the Contractor shall take and provide GPS coordinates to update ArcGIS to maintain the accuracy of the CFX's GIS database.

8.0 DESCRIPTION OF ITS SYSTEM

8.1 Introduction

The following section provides a general description of each type of ITS device currently deployed on CFX's system or is planned to be deployed prior to the completion of the initial term of the Contract.

8.2 Closed-Circuit Television (CCTV) System

There are currently Three hundred and sixty-One (361) CCTV cameras on CFX network. Future deployment projects are likely to add more H.264 HD additional cameras over the initial term of the contract. Further information on the make and models of the existing CCTV can be found in CFX specification 686.

See Appendix B for a description of the CCTV camera locations. All CFX cameras are High Definition and transmitting H.264 format. Video on the IP network is capable of being multicast to multiple locations simultaneously while utilizing less overall bandwidth.

These installations appear in two varieties:

1. A point-to-point connection that utilizes a 12 strand drop cable and layer 2 media converters from the local enclosure to the main cabinet. The Ethernet switches at the main cabinet are "daisy chained" together. These daisy chained switches are directly connected to a Layer 3 Ethernet switch at the two adjacent Mainline toll plazas to provide redundancy.

2. A 12-count fiber optic drop cable is utilized to provide a redundant connection. Four (4) of the fiber optic strands are utilized (Transmit and Receive in each direction). The drop cable is spliced to a 72-count feeder cable where other Layer 2 Ethernet switches are "daisy chained" together. These daisy chained switches are directly connected to a Layer 3 Ethernet switch at the two adjacent Mainline toll plazas to provide redundancy.

8.3 Data Collection Sensor (DCS) System

There are currently approximately two hundred eighty-eight (288) Data Collection Sensor (DCS) sites operating on the Expressway Authority System. Future deployment projects will likely add additional units during the initial term of the contract.

See Appendix C for a description of the DCS locations.

A Yagi or other direction type antennas (10 dB or 16 dB) are mounted on a sign structure to capture Transponder Reads which is used to determine travel times on the system. The antenna is connected to the DCS RF/Reader Module using LMR cables. The DCS RF/Reader Module mounted near the top of the sign structure upright in an RF/Reader module cabinet, outputs an Ethernet signal to the communications equipment in the primary field cabinet.

The sensors communicate to the Mainline plazas through Gigabit Ethernet Field Switches installed in the primary field cabinet.

In addition to the RF/Reader modules, CFX has deployed Blyncsy Bluetooth/WIFI/TPMS detectors. There are approximately 84 out of the 288 units deployed system wide. The Blyncsy devices operate seamlessly with the RF readers as part of the CFX Travel Time System .

8.4 Traffic Monitoring Stations (TMS) System

There are currently approximately four hundred and eighty (480) traffic monitoring station sites operating on the CFX System. For TMS location, see Appendix D.

The traffic monitoring stations consist of Wavetronix SS125, SS126 (HD) or Houston Radar Speedlane Pro units installed on CFX ramps and mainline locations. These sensors obtain speed, volume and classification of vehicles. It is critical Wavetronix manufactured cables are used exclusively with these readers.

8.5 Front Access Dynamic Message Signs (DMS)

CFX currently operates one hundred and seventeen (117) front access Dynamic Message Signs at locations shown in Appendix E. Four (4) two-line DMS are installed per plaza, two in each direction; accounting for fifty-two (52) mainline Front Access DMS. Each DMS is installed on a full-span truss in advance of the Mainline Toll Plaza Express Lanes. Thirty (30) Front Access DMS are also currently installed on various arterial roads accessing the CFX System. Thirty-three (33) Incident Management DMS (IDMS) are installed on the mainline within the Flex Lanes corridor and two (2) Toll Plaza DMS are installed above the Cash Lanes at Pine Hills Mainline Plaza.

The signs communicate with the network via Gigabit Ethernet Field Switches installed within the ground or pole mount cabinet.

In all cases, the DMS are controlled remotely using the SunGuide software installed on the toll plaza supervisor's computer or by the RTMC Operators. The signs can also be operated locally using a laptop computer from the local ground or pole mount cabinet.

8.6 Walk-in Dynamic Message Signs (DMS)

CFX currently operates fifty-seven (57) Walk-in Dynamic Message Signs at locations shown in Appendix E. Future deployments projects will likely add additional Walk-in DMS over the initial term of the contract. These signs are centered over the travel lanes and typically display travel time information to CFX customers. The signs feature walk-in access and are accessible via catwalks from the roadway shoulder.

The signs communicate with the Mainline plazas via Gigabit Ethernet Field Switches. For Skyline signs, the Ethernet switches are installed inside the DMS housing. For Daktronics or LedStar signs, the Ethernet switch is installed within the ground or pole mount cabinet. The Ethernet field switch connects directly to an Ethernet port on the DMS controller.

In all cases, the DMS can be controlled remotely from each mainline toll plaza, CFX HQ or at the Florida Department of Transportation District Five Regional Traffic Management Center (RTMC) using existing Skyline, Vanguard, LEDStar or SunGuide DMS client software (depending upon the manufacturer of the sign). Each sign can also be operated locally using a laptop computer from a local pole or ground mount cabinet.

CFX is in the process of replacing all Skyline DMS with new walk-in DMS. The majority of the signs have already been replaced under CFX construction projects. As each Skyline sign is replaced the ITS Maintenance Contractor shall be required to access, remove and inventory any spare working components essential to maintaining the remaining Skyline signs on the system. CFX has currently identified LEDStar and Daktronics as replacement DMS under this effort.

8.7 Flex Lanes System

CFX has implemented a Flex Lanes system on SR 417 and SR 429. The lanes use a wider median shoulder to allow traffic to continue flowing when an incident causes a closure in one or more of the right lanes. If a serious crash slows traffic, the Flex Lane will open to get traffic safely past the crash at a reduced speed. The lanes are controlled by the Dynamic Messages Signs installed overhead that show which lanes are open and which lanes are closed. These overhead lane DMS are referred to as the Lane Control Signs (LCS). Speed reduction is achieved by utilizing Variable Speed Limit signs (VSL) that are also installed on the LCS gantries. General information on the field configuration and customized cabinet layouts are detailed in the CFX ITS Design Details (issue date March 2024) and vary from project to project. The Flex Lanes stretches 21 miles on SR 417 which includes approximately 55 gantries and an additional 13 miles along SR 429 including an approximate 31 overhead gantries. The make, model and technical information of the VSL and LCS can be found in Appendix G – CFX Specifications.

8.8 Wrong Way Driving Countermeasures System (WWD)

CFX is in the process of deploying Wrong Way Driving Ramp Detection System at One Hundred and Eight (108) locations on the Expressway system. The systems currently deployed are manufactured by TAPCO Traffic Control and Transportation Control Systems (TCS). See Appendix F for locations of the WWD systems. General information on the device installations are detailed in the CFX ITS Design Details (issue date March 2025) and vary from project to project.

The key components are four “Wrong Way” signs with two rectangular rapid flash beacons on each one or with embedded LEDs within the sign panels. The first pair of signs contains a controller cabinet and attached incoming and outgoing detectors (Video, Radar or Lidar) with wide angle cameras that can detect wrong way traffic, set off the beacons and send alerts and photos to the Regional Traffic Management Center (RTMC) within 12 seconds or less. This system also includes a UPS backup system that is network managed. Two additional “Wrong Way” signs with two rectangular rapid flashing beacons per sign or embedded LEDs and one confirmation camera are located approximately 500 feet upstream activated by the primary WWD detection.

In addition to the Ramp Detection system, CFX has deployed ten (10) Mainline Wrong Way Detection Systems throughout the expressway system. This system is manufactured by TAPCO Traffic Control. This system consists of one incoming thermal detection camera which is mounted on a sign structure over the detection lanes. The camera communicates through ethernet connection back to the remote TAPCO WWD cabinet located at the structure.

8.9 Dynamic Curve Warning System (DCWS)

CFX has an active Dynamic Curve Warning System manufactured by Tapco to help reduce crashes due to excessive speed and wet pavement conditions. Located on SR 417 southbound to SR 408 westbound ramp the DCWS consists of flashing beacons with Amber LED illuminated Chevron Alignment signs that are sequentially activated by speed and environmental sensors. Each sign is powered by an individual solar panel and are activated by speed sensors and a wet pavement sensor installed on the ramp.

8.10 Bridge Lighting System

CFX has an active Bridge Lighting System (BLS) that illuminates the dual spires on the Crystal Lake bridge. The BLS system consists of 32 cable lights (16 on each side of the bridge) and 16 spire lights (8 on each spire). Each Spire also consists of 2 Data Enable pro LED control modules manufactured by Color Kinetics. The BLS is controlled by a primary and secondary Pharos lighting controller model LPC.

8.11 Wireless Access Point

CFX currently uses a wireless access point at the SR-417/Boggy Creek interchange to manage a remote ADMS. The wireless access point consists of an Extreme AP-7562-67040 unit which is installed on both CFX and GOAA property.

8.12 Future ITS Deployments

CFX is currently under design projects that will be deployed during the initial term of the contract:

- Flex Lanes: Construction activities continue for deployment of the Flex Lanes system as described in section 9.7. The quantity of devices at the completion of the projects has been accounted for in the Bid Tabulation.

- Fixed Camera Deployment: CFX is planning a fixed camera deployment to support video analytics in the FY 25-26 Work Plan.

- Extension/Expansion Projects: The expansion or extension of the CFX roadway will include the addition of ITS devices (CCTV, TMS, DCS, DMS, ADMS, WWD, LCS, VSL) along the proposed routes. As part of the CFX 5-year work plan, CFX has allocated funds for the extension/expansion of the following roadways:

    - Lake/Orange County Connector: Extension of 3.8 miles

    - Poinciana Parkway Extension: Widening of 7 miles; Extension of 2.7 miles

    - Osceola Parkway Extension: Expansion of approximately 9 miles of the system

    - SR 414 Direct Connection: Expansion of 2 miles

    - Flex Lanes System on SR 417 from SR 528 to SR 408.

Payment for repairs and maintenance to future devices will be made utilizing existing pay items or a supplemental agreement.

9.0 GENERAL MAINTENANCE REQUIREMENTS OF ITS DEVICES

9.1 Common Requirements

The Contractor shall be responsible for providing emergency and non-emergency response repairs on all components of the ITS system, including but not limited to the following:

- Communications cables
- Total ground system including grounding array
- Fiber optic patch panel
- Fiber optic patch cords
- Gigabit Ethernet Field Switch
- Hardened Terminal Servers
- Uninterruptible power supplies and Remote Power Management devices
- Power and data SPD
- Power supplies
- Generators
- Cabinet and auxiliary cabinet
- Miscellaneous electrical equipment including outlets, circuit breakers, and light bulbs
- Electrical service equipment, conduit, and service wire between the power company point of service and the ITS device.
- All other ancillary equipment
- All devices described in the scope of services
- At the mainline toll plazas, the specific equipment covered includes:
    - Fiber optic patch cords, patch panels, cabling and connectors used by the ITS system

The Contractor shall be responsible for ITS system repairs and shall be paid for these repairs as described under the Method of Compensation.

The Contractor shall coordinate all work in the equipment area with CFX, or its designated representative.

The Contractor shall provide any lifting device that may be required to access installed ITS device and associated cabling. The lifting device shall comply with OSHA Safety standards. The Contractor shall train all maintenance staff associated with this project in maintenance activity safety.

9.2 Closed-Circuit Television (CCTV) System

In addition to the items listed in Section 9.1, the Contractor shall be responsible for providing emergency and non-emergency response repairs or upgrades on all components of the CCTV system, including but not limited to the following:

- CCTV cameras
- CCTV poles and grounding arrays
- CCTV lowering devices
- SunGuide Interface
- Video Wall

Where the existing cameras are installed and settings are stored within the camera electronics, the Contractor's technician shall utilize a laptop computer and shall configure the settings in a site-specific manner. This includes video annotation to identify the camera privacy zones, compass headings, and preset settings. The technician shall coordinate with CFX related to re-establishing settings should there be a question.

The Contractor's maintenance technician shall validate by using a PDA or laptop computer that the camera/PTZ control and Video properly functions at the installation site and remotely.

The Contractor shall provide appropriate test equipment to verify that the CCTV related electronics are performing to specification. At some CCTV sites, previously installed analog cameras were replaced with HD cameras utilizing Ethernet adaptors. The Ethernet adaptors use existing two wires to transmit an ethernet signal to the camera.

The Contractor shall provide system wide reviews of the CCTV presets at the direction of CFX. Contract rates shall apply to this work.

9.3 Data Collection Sensor (DCS) System

In addition to the items listed in Section 9.1, the Contractor shall be responsible for providing emergency and non-emergency response repairs or upgrades on all components of the DCS system, including but not limited to the following:

- Antennas and mounting brackets
- Antenna cables
- RF/Reader modules
- Communication cables
- Pole (if applicable)

Where a new DCS RF/Reader Module is installed, the Contractor's technician shall utilize a laptop computer and shall configure the settings in a site-specific manner. The technician shall coordinate with CFX related to re-establishing settings should there be a question.

The Contractor's maintenance technician shall verify using a laptop that the DCS site is accurately reading AVI transponders as defined in CFX Specification 663 (Appendix C).

The Contractor shall provide appropriate test equipment to verify that the DCS related electronics are performing to specification. An RF wattmeter shall be included to test the RF output from the RF/Reader Module.

The Contractor shall coordinate as needed with Southwest Research Institute (SwRI) to verify DCS system functionality and ensure proper re-integration of DCS into the Data Server System after DCS repairs are made.

The Contractor shall assist with deployment of Bluetooth or other technology-based reader system as directed by CFX.

9.4 Traffic Monitoring Stations (TMS) System

In addition to the items listed in Section 9.1, the Contractor shall be responsible for providing emergency and non-emergency response repairs or upgrades on all components of the traffic monitoring station system, including but not limited to the following:

- Sensor/antenna units
- Replace manufacturer cabling
- Power Supply Modules
- Terminal Servers
- All other ancillary equipment

The Contractor shall coordinate all work in the equipment area with CFX, or its designated representative.

9.5 Front access Dynamic Message Signs (DMS)

In addition to the items listed in Section 9.1, the Contractor shall be responsible for providing emergency and non-emergency response repairs on all components of the Front Access DMS system, including but not limited to the following:

- DMS Enclosure and all associated components including, but not limited to:
    - DMS Controller
    - LED display modules
    - Fans and motors
    - Heat tape
    - Internal power and data cabling
    - Power Supplies
- Pole or ground mounted cabinet enclosure and all internal components including:
    - Electronic interface board
    - Power outlet
    - Laptop Tray

- DMS Controller
- Power Supplies

- Cables and conduit connecting equipment in the DMS enclosure with the pole or ground mounted cabinet (power and data).

- Lateral fiber optic conduit, and tone wire connecting equipment in the DMS enclosure or local cabinet to the manhole that provides access to the fiber optic backbone or feeder

- All power service equipment, conduit, and wire between the power company point of service or mainline toll plaza and the sign enclosure.

The sign maintained under this Contract are manufactured by Daktronics and LedStar. Further information on the signs can be found in CFX specifications in Appendix G. Each DMS utilizes pure-LED display technology. The DMS do not utilize flipped-disk, hybrid, or shuttered fiber displays.

Where a new DMS controller is installed, the Contractor's technician shall utilize a laptop computer and shall reconfigure the sign settings to match the CFX's custom settings. The technician shall coordinate with CFX related to re-establishing settings should there be a question.

At the completion of DMS repairs, the Contractor shall verify full operation of the DMS from a DMS client and Sunguide software at CFX Headquarters and the RTMC.

The Contractor shall provide appropriate test equipment to verify that the DMS related electronics are performing to specification.

Blank DMS, Loss of Communication and Pixel issues affecting the legibility of the message shall be considered emergency repairs with a 4-hour response time.

9.6 Walk-in Dynamic Message Signs (DMS)

In addition to the items listed in Section 9.1, the Contractor shall be responsible for providing emergency and non-emergency response repairs on all components of the DMS system including but not limited to the following:

- DMS Enclosure and all internal components including, but not limited to:
    - DMS Controller
    - LED display modules
    - Fans and motors
    - Heat tape
    - Internal power and data cabling
    - Power Supplies
    - Surge Protection Devices

- Pole and Ground mounted cabinets and all internal components including:
    - DMS Controller
    - Power Supplies
    - Surge Protection Devices
- Cables and conduit connecting equipment in the DMS enclosure with the pole or ground mounted cabinet (power and data).
- Lateral fiber optic conduit, and tone wire connecting equipment in the DMS enclosure and pole or ground mount cabinet to the manhole that provides access to the fiber optic feeder cable.
- All power service equipment, conduit, and wire between the power company point of service or mainline toll plaza and the sign enclosure.

The signs maintained under this Contract are manufactured by Skyline, LedStar and Daktronics. Each DMS utilizes pure-LED display technology. The DMS do not utilize flipped-disk, hybrid, or shuttered fiber displays.

Where a new DMS controller is installed, the Contractor's technician shall utilize a laptop computer and shall reconfigure the sign settings to match the CFX's custom settings. The technician shall coordinate with CFX related to re-establishing settings should there be a question.

At the completion of DMS repairs, the Contractor shall verify full operation of the DMS from the DMS client and Sunguide software at CFX Headquarters and RTMC

The Contractor shall provide appropriate test equipment to verify that the DMS related electronics are performing to specification.

Blank DMS, Loss of Communication and Pixel issues affecting the legibility of the message shall be considered emergency repairs with a 4-hour response time.

9.7 Flex Lanes System – Lane Control Signs (LCS) and Variable Speed Limits (VSL)

In addition to the items listed in Section 9.1, the Contractor shall be responsible for providing emergency and non-emergency response repairs on all components of the Flex Lanes system including but not limited to the following:

- LCS and VSL enclosure and all associated components including, but not limited to:
    - DMS Controller (VSL)
    - LED display modules
    - Fans and motors
    - Electronic interface board
    - Internal power and data cabling

  - Power Supplies
  - Fiber optic jumpers
  - Media converters
- Pole or ground mounted cabinet enclosure and all internal components including:
  - Electronic interface board
  - Power outlet
  - Laptop Tray
  - DMS Controller
  - Power Supplies
- Cables and conduit connecting equipment in the DMS enclosure with the pole or ground mounted cabinet (power and data).
- Lateral fiber optic conduit, and tone wire connecting equipment in the DMS enclosure or local cabinet to the manhole that provides access to the fiber optic backbone or feeder
- All power service equipment, conduit, and wire between the power company point of service or mainline toll plaza and the sign enclosure.

The Variable Speed Limit (VSL) signs are the only regulatory speed limit signs within the limits of the Flex Lane corridor. In order to maintain speed limit guidance emergency support will be required in the event of system failures to the VSL.

- In the event of a system failure the Contractor shall be prepared to install static panel Speed Limit signs as directed by CFX.

The electronic signs maintained under this Contract are manufactured by LedStar. Further information on the signs can be found in CFX specifications in Appendix G. Each DMS utilizes pure-LED display technology. The DMS do not utilize flipped-disk, hybrid, or shuttered fiber displays.

Where a new DMS controller is installed, the Contractor's technician shall utilize a laptop computer and shall reconfigure the sign settings to match the CFX's custom settings. The technician shall coordinate with CFX related to re-establishing settings should there be a question.

At the completion of DMS repairs, the Contractor shall verify full operation of the DMS from a DMS client and Sunguide software at CFX Headquarters and the RTMC.

The Contractor shall provide appropriate test equipment to verify that the DMS related electronics are performing to specification.

All ITS components and devices related to the Flex Lanes System shall fall under the Emergency Maintenance Work – Four (4) Hour Response and Repair Requirements. The contractor shall respond and complete the repair of the Emergency work within 4 Hours from notification. All lane closures associated with the Flex Lanes repairs shall be coordinated and completed within 72 hours from the determination that a closure is required. Contractor shall begin coordination with Law Enforcement Officers immediately after

determining a lane closure will be needed to complete repairs. Coordination efforts shall include scheduling a Law Enforcement Officer for the same night, if possible, to perform the repairs. If Law Enforcement Officers are not available on the same night, the contractor shall provide documentation of the coordination efforts to CFX.

9.8 Wrong Way Driving System

In addition to the items listed in Section 9.1, the Contractor shall be responsible for providing emergency and non-emergency response repairs on all components of the WWD system including but not limited to the following:

- Main Local Hub Cabinet housing WWD equipment
- Main control cabinet and all internal components.
- Primary and Secondary WWD Signs and Poles.
- Secondary equipment cabinet and all internal components
- Rapid Flashing Beacons
- Embedded LED WWD Signs
- Incoming and Outgoing Verification Cameras
- Overview Verification Cameras
- Incoming Detectors (Radar, Lidar, Video)
- Outgoing Detectors (Radar, Lidar, Video)
- Wireless Transmitters
- All power and communications infrastructure and cabling.

9.9 ITS Electrical Load Centers

CFX currently owns and maintains approximately 300 electrical load centers supporting the ITS system. The Contractor is responsible for providing emergency and non-emergency repairs of the ITS Electrical Load Centers. General information on the load center installations is detailed in the CFX ITS Design Details (issue date March 2025) and vary from location to location.

9.10 ITS Generators System

CFX currently owns and maintains six (6) Generators supporting the ITS system. The Contractor is responsible for providing emergency and non-emergency repairs of the ITS Generators. The generator systems consist of:

- Automatic Transfer Switch
- Kohler 25kW Generator with buried 250-gallon LP tank (Qty 2). Model #25CCL LP.

- Kohler 37kW Generator with buried 500-gallon LP Tank (Qty 3). Model #KG40 LP.
- Alpha Technologies Alphagen 7.5kW DC generator with buried 250-gallon LP tank (Qty 1)
- Power and communications infrastructure and cabling.

9.11 Dynamic Curve Warning System

In addition to the items listed in Section 9.1, the Contractor shall be responsible for providing emergency and non-emergency response repairs on all components of the Dynamic Curve Warning System including but not limited to the following:

- Dual flashing beacon sign panels
- LED Illuminated Chevron sign panels
- Solar Panels
- Battery Assemblies
- Wireless Radios
- Road Weather Information System (RWIS)
- Controller and Battery Cabinets
- Yagi Antennas
- Speed Radars
- All power and communications infrastructure and cabling.

9.12 Bridge Lighting System

In addition to the items listed in Section 9.1, the Contractor shall be responsible for providing emergency and non-emergency response repairs on all components of the Bridge Lighting system including but not limited to the following:

- Cable LED light panels
- Spire LED light panels
- Data Enabler Pro LED controller module
- Pharos Lighting Controller
- EPC Remote Power Manager
- All power and communications infrastructure and cabling.

10.0 SPARES

The spare parts inventory furnished by CFX to the Contractor shall consist of the parts shown in Appendix H. All spare parts supplied by CFX shall remain the sole property of CFX and shall be returned to CFX upon termination of this agreement. The Contractor shall maintain the quantities of spares noted in Appendix H as a minimum, unless otherwise directed by CFX. These quantities shall be provided to the Contractor by CFX within 30 days from the Notice to Proceed. The Contractor shall ensure that spares utilized for repairs are replaced in a timely manner.

The Contractor shall be responsible for housing all spare parts. Costs associated with housing the spare parts are considered incidental to the Contract Administration pay item. No extra compensation for housing the spare parts inventory shall be granted.

The Contractor shall use only spare parts recommended and approved by the manufacturer of the equipment being maintained. Should the Contractor use non-approved parts and the installation of the non-approved part cause additional failures and damage to the equipment, the Contractor shall be liable for all additional repair cost. Where catastrophic damage may have resulted from the installation of a non-approved part, the Contractor shall be responsible for the replacement cost of the damaged unit. Where parts are no longer available from the manufacturer or the manufacturer's approved source, the Contractor shall notify CFX. Where the Contractor has identified another source for the material that is not approved by the manufacturer of the equipment, the Contractor shall provide the manufacturer with the Contractor's alternate source and obtain the manufacturer's concurrence that it is a suitable replacement. CFX shall be notified and copied on all correspondence.

The Contractor shall return to CFX any software, patches, or upgrades paid for by CFX upon the termination of the Contract.

The Contractor shall be responsible for maintaining a continuing inventory of spare parts and test devices. The Contractor shall, on a monthly basis, review spares utilization and shall adjust inventory to represent the spares utilization history. Regardless of whether adjustments to the inventory are necessary, the Contractor shall provide CFX with a complete and updated inventory in on a monthly basis. The Contractor shall submit the format of the inventory to CFX for review and approval prior to its use by the Contractor. All costs associate with documenting and maintain spare parts are considered incidental to the Contract Administration pay item.

The Contractor shall identify and maintain appropriate common inventory levels to ensure that response times are met on a continuous basis. This includes coordinating with Vendors and Manufacturers to procure spare parts as needed. Compensation for procurement of materials shall be made according to the Method of Compensation. Failure to maintain common item inventory levels will not be considered a reason to waive response time and repair penalties.

Where a failure has occurred and a spare is not available, the Contractor shall expedite obtaining the required spare and shall provide CFX with information, in writing, related to why an appropriate spare was not available.

11.0 PREVENTIVE MAINTENANCE

11.1 Description and Common Preventive Maintenance

The Contractor shall provide preventive maintenance services for all system components described herein. The Contractor shall notify CFX of preventive maintenance activity and coordinate activity with CFX's operational needs for device up-time.

The safeguard and security of the CFX ITS network is paramount to providing uninterrupted service 24 hours a day, 7 days a week, 365 days a year. In order to fulfill this goal, all ITS devices shall have username and password changed as directed by CFX.

Equipment necessary to perform system preventive maintenance is incidental to the preventive maintenance pay item. These incidental items include, but are not limited to, materials, vehicles, tools, software, computer interface, etc.

CFX reserves the right to modify, cancel or add to the frequency and content of the Preventive Maintenance schedule at any time.

Preventive maintenance shall include the following items (as appropriate to the device being maintained) exercised at the following maintenance intervals:

- Triannual
    - ITS and Flex Lanes Cabinet Preventative Maintenance
- Semi-Annual
    - DCS Preventive Maintenance
    - CCTV Preventive Maintenance
- Annual
    - Front access DMS Preventive Maintenance,
    - Walk-in DMS Preventive Maintenance.
    - LCS and VSL Preventive Maintenance
    - TMS Preventative Maintenance
    - WWD Daytime and Nightime Preventative Maintenance
    - Electrical Load Center and Components Preventative Maintenance
    - Bridge Lighting Preventative Maintenance
    - ITS Generator Preventative Maintenance
    - Dynamic Curve Warning System Preventative Maintenance

The Contractor shall provide an itemized checklist of activities required for the Preventative Maintenance of each ITS device included in the contract for CFX review and approval prior to commencement of work. Any changes to the checklist shall be reviewed and approved by CFX in advance of work.

11.2 ITS and Flex Lanes Cabinet Preventive Maintenance

Preventive maintenance for ITS Cabinet/Grounding shall include but not limited to the following tasks:

- Check thermostat and fan for proper operation.
- Check Cabinet lights for proper operations.
- Verify the cabinet grounding does not exceed 5 ohms. A clamp on type tester is applicable. A clamp on must test at the bottom of the cabinet at the conduit entry point. If this is not possible due to the power panel a three-point measurement method shall be used. If any deviation to the required ohm reading is found, repair or extend grounding array as necessary to meet 5-ohm requirement in all cases.
- Inspect and verify grounding to verify that grounding provisions are appropriately connected in accordance with National Electrical Code. Clean/replace grounding connections as may be necessary.
- Inspect and verify grounding of structure meets Authority standard grounding requirements. A clamp on megger is permitted, however if the reading is above 20-ohms, repair or extend grounding array as necessary to meet 5-ohm requirement in all cases.
- Verify the cabinet SPDs are snapped securely to the Din Rail.
- Within the cabinet, verify the power service bus bar is isolated from the cabinet ground bus bar.
- Verify the adjacent pole meets 20 ohms or less and is attached to the same single point grounding system as the ITS cabinet.
- Verify all pole exothermic welds are secure. Open pole cover and verify any grounding is secured to the grounding nut as applicable.
- Inspect cables within the cabinet and cables between the cabinet and the ITS device for proper connections and colors per Ethernet wiring diagram. All cables shall be organized neatly using the cabinets cable management system per the ITS design standards.
- Inspect status indicators on SPDs and replace damaged units or modules.
- Inspect air filters in field equipment cabinets and replace if dirty.
- Clean the cabinets of dust and insects
- Inspect the cabinets for environmental damage, lubricate door hinges and locks, , check cables and connections for damage and corrosion
- Verify the cabinet has correct line power

- Each cabinet shall be clearly labeled on both outside doors with a 3M reflective label capable of being seen from the edge of roadway for easy identification. Replace labels as necessary.
- Verify all cables are correctly and securely terminated
- Verify that all cables are neatly installed in the Panduit cable management system and the Panduit Management System is not in conflict with the door.
- Verify each device is connected to the Remote Power Manager (RPM)
- Verify that the appropriate colored Ethernet cables are connected for each type of equipment based on CFX standards.
- Verify each device is labeled properly according to the outlet that is connected to the RPM. All RPM ports shall be utilized in a standardized device orientation throughout the system
- Verify that the din rail is grounded to the system ground Busbar
- Verify that power supplies, local control equipment, and transient voltage surge suppressors are securely mounted in Device Cabinet

11.2.1 ITS Cabinet Preventive Maintenance *(Remote Power Manager)*

- Verify proper voltage is provided from each output port
- Verify proper voltage continues through output ports following disconnection from constant power source
- Verify that RPM is accessible through HTTP connection via a web browser
- Verify that RPM has been configured with proper location name and system information
- Verify that all ports are properly labeled corresponding to the device attached to the port and verify that port for the switch is configured to safe reboot.
- Verify that SNMP settings are properly configured according to information provided by CFX.
- Access RPM from the web browser and turn power off/on to confirm remote power control functionality of all ports
- Verify RPM is configured with the latest CFX ITS password.

11.2.2 ITS Cabinet Preventive Maintenance *(Universal Power Supply)*

- Verify all LED lights on the front panel interface are operational
- Perform Self-Test on the UPS and verify there are no errors reported
- Verify proper voltage is provided from the output port

- Verify proper voltage continues through output port following disconnection from constant power source
- Verify with a digital multi-meter the voltage of UPS batteries and compare with UPS display of battery voltage
- Verify that UPS is accessible through the web interface
- Verify that UPS has been configured with proper location name and system information
- Verify UPS is configured with the latest CFX ITS password.
- Turn off commercial power breaker in cabinet while performing maintenance and verify that UPS power supports the functionality of all devices

11.2.3 ITS Cabinet Preventive Maintenance *(Ethernet Switch and Media Converter)*

- Verify all connections, including correct installation of communication and power cables
- Verify CLI (Command Line Interface, Serial) and GUI (Graphic User Interface, Ethernet) are responding through Serial and Ethernet ports
- Verify System Identification Information is configured correctly
- Verify that standard port assignment convention is followed, and all ports are labeled accordingly
- Verify firmware of switch is in accordance with approved range.
- Verify Switch and Media Converter are configured with the latest CFX ITS password.

11.2.4 ITS Cabinet Preventive Maintenance *(Terminal Server)*

- Inspect the quality and tightness of ground and surge protector connections
- Verify that the terminal server is configured with the correct IP address and site information
- Verify that Probe Interval, Count and Retransmission rates are configured properly
- Verify TCP Keepalive is enabled and configured with the correct settings
- Verify that the System description and contact information have been properly configured
- Verify that each individual port has been properly configured and labeled
- Verify Terminal Server is configured with the latest CFX ITS password.

11.2.5 Flex Lanes Cabinet

- The Flex lanes System cabinets shall require the same preventative maintenance services as described in the sections above. The difference between standard ITS and Flex Lanes cabinet is the size and quantity of equipment installed within. The Flex Lane cabinets consist of:
    - 334D with 4 doors (2 on front and back)
    - Up to 3 RPM
    - Up to 3 UPS
    - Up to 12 Batteries
    - Multiple Ethernet Switches and Media Converters
    - Power Supplies for the LCS signs.

11.3 CCTV Preventive Maintenance

Preventive maintenance for CCTV cameras shall include the following tasks:

- Inspect camera housing for environmental damage.
- Inspect camera housing seals.
- Clean housing dome and apply Rain-X™
- Test/Inspect pan-tilt zoom function for proper operation.
- Test/Inspect camera for proper operation.
- Inspect lowering device connection by performing local test of pan/tilt functions and verifying image quality.
- Inspect camera assembly for environmental damage.
- Adjust camera if necessary to manufacturer's specifications and standards.
- Verify that the Stainless Steel Aircraft Cable is maintained or adjusted to the proper length as defined in the MG2 manual
- Verify that there are no bents or kinks in the cable. Adjust or modify as needed.
- Inspect the camera and cable assembly for any corrosion; clean any corroded parts and treat to prevent corrosion in accordance with manufacturer's recommendations.
- Perform preventive maintenance on lowering system according to manufacturer's (MG2) recommendation. Make any adjustments necessary to comply with manufacturer's recommendation.
- After the lowering device test is complete verify that lower cable is attached to the parking stand

- After completing preventive maintenance, verify using a laptop computer with appropriate software installed to support testing, that the CCTV installation is properly functioning.
- Verify operation of the camera system using the SunGuide software to ensure that the cameras are reporting their status to the server correctly. Verify with the RTMC that the camera is functioning prior to leaving the site.
- Verify Compass, Presets and Home settings.
- Provide and install all device driver and software updates as they become available.
- Verify CCTV is configured with the latest CFX ITS password.

11.4 DCS Preventive Maintenance

Preventive maintenance for DCS sites shall include the following tasks:

- Inspect antennas, antenna mounting brackets, and antenna cables for damage and corrosion.
- Check antenna alignment and correct if necessary.
- Inspect the quality and tightness of ground and surge protector connections
- Verify power supply voltages and outputs
- Verify IP connectivity to the DCS through local laptop computer with correct preconfigured IP address
- Verify DCS is configured with the latest CFX ITS password.
- Verify that the reader is accessible from the vendor software and the web GUI
- Verify that ISOB_80K and/or PS111 are enabled on the reader
- Verify that ISOB_80K (sticker tags) are being read by the DCS
- Verify that a Profile has been created and saved as the individual site name
- Verify that the CFX specific script is loaded and running on the reader
- Verify that tags are showing reads in the correct lane by comparing data from software to visual examination of traffic
- Compare tag volumes displayed within the reader versus manual count and record results.
- Verify on the DCS status page that tags are received, and travel time is generated.

11.5 Traffic Monitoring Station Preventive Maintenance

Preventive maintenance for the traffic monitoring stations and all associated pole mounted Nema enclosures shall include the following tasks:

- Verify the enclosure grounding does not exceed 5 ohms. A clamp on type tester is applicable. A clamp on must test at the bottom of the cabinet at the conduit entry point. If any deviation to the required ohm reading is found, repair or extend grounding array as necessary to meet 5-ohm requirement in all cases.

- Inspect and verify grounding to verify that grounding provisions are appropriately connected in accordance with National Electrical Code. Clean/replace grounding connections as may be necessary.

- Inspect and verify grounding of structure meets Authority standard grounding requirements. A clamp on megger is permitted, however if the reading is above 20-ohms, repair or extend grounding array as necessary to meet 5-ohm requirement in all cases.

- Verify that the din rail is grounded to the system bus bar.

- Verify the enclosure SPDs are snapped and properly secured to the din rail.

- Inspect status of SPDs and replace damaged units or modules.

- Within the enclosure, verify the bus bar, terminal block, and enclosure are all single point ground to earth.

- Verify all pole exothermic welds are secure. Open pole cover and verify any grounding is secured to the grounding nut as applicable.

- Inspect cables within the enclosure and cables between the enclosure and sensor for proper connection.

- Inspect TMS cable connectors for water intrusion, corrosion and damaged or broken solder connections.

- Verify cables are correctly and securely terminated

- Clean the enclosure of dust and insects

- Inspect the enclosure for environmental damage, lubricate door hinges and locks.

- Verify communications to the sensor via the local RS232 port.

- Log into sensor and verify labels and direction are configured and updated

- Verify proper volume detection - Minimum duration for each site test shall be 15 minutes or 100 vehicles per lane. Traffic volume will be reported using a manual “click” counter to monitor and count each vehicle per lane. The manual count will verify volume of traffic and ensure the proper vehicle detection is occurring to the required 95% accuracy per direction of travel. Fill in the appropriate table on the data verification sheet of the certification procedure. Sensor shall be calibrated to be within manufacturer’s allowable specifications.

- Verify proper speed detection – All lanes shall be certified for accurate speed detection. Using a calibrated Lidar/Laser radar gun, the operator shall obtain as many consecutive speed counts within a one-minute interval as possible. A 15-minute period shall be used to ensure an accurate average of traveling speeds. This data shall be compared with the 1-minute interval data as stored on the sensor. Average speed data for any individual lane shall be accurate to within 3 mph when there are more than fifteen cars per lane. Sensor shall be calibrated to be within manufacturer's allowable specifications.

- Verify and report any current or potential landscape obstructions.

- Coordinate with manufacturer to provide and install all device driver and software updates as they become available.

11.6 Front access DMS Preventive Maintenance

The Contractor shall coordinate preventive maintenance activity with the CFX's operational needs for DMS uptime.

Annual maintenance shall consist of, but is not limited to:

- Inspect and lubricate locks on the DMS enclosure and on the pole mounted DMS maintenance cabinet

- Inspect and clean DMS sign face per manufacturers recommendations

- Inspect and repair heat tapes in DMS enclosure

- Inspect and replace incandescent light bulbs in DMS enclosure

- Inspect and replace air filters, if needed.

- Verify network components and DMS controllers are connected into the RPM unit for remote power cycle.

- Test and repair GFCI Duplex Outlets in DMS Enclosure and DMS maintenance cabinet.

- Inspect all power supplies in the sign and adjust accordingly.

- Perform UPS service as stated in the ITS Cabinet Preventative Maintenance in section 11.2

- Perform RPM service as stated in the ITS Cabinet Preventative Maintenance in section 11.2.

- Perform Terminal Server service as stated in the ITS Cabinet Preventative Maintenance in section 11.2.

- Perform Ethernet Switch service as stated in the ITS Cabinet Preventative Maintenance in section 11.2.

- Perform Environmental Monitor service as stated in the ITS Cabinet Preventative Maintenance in section 11.2.

The Contractor shall coordinate with the manufacturer and submit a preventative maintenance checklist for approval prior to the first scheduled service. The Contractor shall provide the Annual Preventive Maintenance Inspection service at dates and times in compliance with CFX lane closure restrictions. The contractor is advised that lane closures will be necessary to access the Front Access DMS in order to perform preventative services. All traffic diversion to Cash Lanes to perform repairs/preventative maintenance on the Toll Plaza DMS shall require Signed and Sealed plans. The Signed and Sealed MOT plans shall be incidental to the contract pay items (see section 12). See Appendix E for locations of Front Access DMS.

11.7 Walk-in DMS Preventive Maintenance

The Contractor shall coordinate preventive maintenance activity with the CFX's operational needs for DMS uptime.

Annual maintenance shall consist of, but is not limited to:

- Inspect and lubricate locks on the DMS enclosure and on the pole mounted DMS maintenance cabinet
- Inspect and clean DMS sign face per manufacturers recommendations
- Inspect and repair heat tapes in DMS enclosure
- Inspect and replace incandescent light bulbs in DMS enclosure
- Test and repair GFCI Duplex Outlets in DMS Enclosure and DMS maintenance cabinet
- Inspect and test the UPS and its batteries in DMS enclosure; replace UPS batteries if needed.
- Inspect and replace air filters, if needed
- Inspect all power supplies in the sign and adjust accordingly.
- Perform UPS service as stated in the ITS Cabinet Preventative Maintenance in section 11.2.
- Perform RPM service as stated in the ITS Cabinet Preventative Maintenance in section 11.2.
- Perform Terminal Server service as stated in the ITS Cabinet Preventative Maintenance in section 11.2.
- Perform Ethernet Switch service as stated in the ITS Cabinet Preventative Maintenance in section 11.2.
- Perform Environmental Monitor service as stated in the ITS Cabinet Preventative Maintenance in section 11.2.

The Contractor shall coordinate with the manufacturer and submit a preventative maintenance checklist for approval prior to the first scheduled service. The Contractor shall provide the Annual Preventive Maintenance Inspection service at dates and times in compliance with Authority Lane closure restrictions.

11.8 LCS and VSL Preventive Maintenance

The Contractor shall coordinate preventive maintenance activity with the CFX's operational needs for DMS uptime.

Annual maintenance shall consist of, but is not limited to:

- Inspect and lubricate locks on the DMS enclosure.
- Inspect and clean DMS sign face per manufacturers recommendations
- Inspect and replace incandescent light bulbs in DMS enclosure
- Inspect and replace air filters.
- Verify network components and DMS controllers are connected into the RPM unit for remote power cycle.
- Test and repair GFCI Duplex Outlets in DMS Enclosure and DMS maintenance cabinet (If present).
- Inspect all power supplies in the ground mount cabinet for proper operation and adjust accordingly.
- Perform UPS service as stated in the ITS Cabinet Preventative Maintenance in section 11.2.
- Perform RPM service as stated in the ITS Cabinet Preventative Maintenance in section 11.2
- Perform Ethernet Switch service as stated in the ITS Cabinet Preventative Maintenance in section 11.2

The Contractor shall coordinate with the manufacturer and submit a preventative maintenance checklist for approval prior to the first scheduled service. The Contractor shall provide the Annual Preventive Maintenance Inspection service at dates and times in compliance with CFX lane closure restrictions. The contractor is advised that lane closures will be necessary to access the LCS to perform preventative services. See Appendix O for locations of LCS and VSL.

11.9 Electrical Load Center and Components Preventive Maintenance

Preventive maintenance for the Electrical Load Center and Components shall include inspection and documentation of the existing load center and components. Annual Maintenance shall consist of but not limited to the following tasks and items identified in the PM checklist provided in Appendix Q Electrical Load Center Checklist.

Inspection and Documentation

- Meter
  - Perform tasks identified on the PM Checklist provided in Appendix Q Electrical Load Center.
  - Document Meter Address, Utility Company, Location, Make, Model, Serial Number; Voltage Rating and Current Rating

- Number of Conduits entering the Meter (all sides).
- Photograph (with a geolocation enabled and date time stamped camera) the meter nameplate or label, meter enclosure with conduits entering the meter visible and meter close up with label text visible.
- Verify that the LED display is operational, and the Utility Security lock is in place
- Inspect for presence of corrosion, rust, moisture or other damage
- Verify Meter anchorage/mounting hardware is secure and alignment is proper
- Verify all visible conduits connected to the equipment, along with attachment hardware are in good condition, securely mounted and free of corrosion, rust or other damage.

o Electrical Panel, Safety Disconnect Switch and Enclosed Circuit Breaker

- Perform tasks identified on the PM Checklist provided in Appendix Q Electrical Load Center.
- Make, model, panel type, voltage rating, current rating, operational voltage, short circuit current rating, main breaker trip rating
- Number of conduits enter the Panel (all sides).
- SPD make, model and serial number
- Number of active breakers, spare (unused) breakers
- Size and material of conductors (main, ground, neutral) feeding the panel
- Photograph (with a geolocation enabled and date time stamped camera) the Panel front view showing nameplate or label, panel front view with door open showing all main and branch breakers, and panel front with cover off showing all visible conductors.
- Verify that all circuits are correctly identified and labeled on the panel schedule including spares
- Verify all active breakers are in the On position with spare breakers in the Off position.
- Verify presence of corrosion, rust, moisture or other damage
- Measure and record voltage and current of each incoming conductor
- Manually operate all breakers to verify proper functionality.

o Transformers

- Perform tasks identified on the PM Checklist provided in Appendix Q Electrical Load Center.

- Make, model, serial number, primary and secondary voltage rating, phase, and kVA rating
- Number of conduits enter the Transformer (all sides).
- Photograph (with a geolocation enabled and date time stamped camera) the Transformer nameplate, label, and all accessible external sides.
- Verify presence of corrosion, rust, moisture or other damage and the Transformer is clean and free of dust/debris and or other miscellaneous items.
- Measure and record voltages between Line to Line, Line to Neutral and Neutral to Ground
- Perform a thermographic survey of the transformer and photograph the following components (as applicable) with a thermal imaging camera. Note any temperature readings that warrant investigation or action

o Smart Power Monitor (SPM)

- Verify that SNMP settings are properly configured according to CFX specifications.
- Verify that the SPM is accessible through HTTP connection via a web browser
- Verify that the SPM has been configured with the proper location name and system information.
- Verify SPM is configured with the latest CFX ITS password.
- Using a handheld multi-meter, measure the input voltage provided by the main breaker/utility power.
- Access the SPM via the web browser to confirm the system voltage displayed in the SPM matches the multi-meter measured voltage (L-L, L-N)
- Verify that all CT ports are properly labeled corresponding to the branch breaker being monitored.
- Verify CT leads are properly connected to the ports are not loose.
- Verify voltage at the service outlet (120/240v systems only)
- Test GFCI receptable for proper operation. (120/240v systems only)
- Perform visual inspection of all electronic equipment. Confirm all air vents are clear and free of debris and allow proper ventilation. Clear and observed blockages.

The Contractor's Electrician shall review the provided checklist in Appendix Q and submit any updates/edits/recommendations for approval prior to the first scheduled service. The information gathered during the PM's shall be used to update the CFX GIS database.

11.10 Daytime Wrong Way Driving System Preventative Maintenance

Daytime Preventive maintenance for the Wrong Way Driving System and all associated pole mounted Nema enclosures and signs shall be performed on an annual basis and include but not limited to the following tasks:

- Inspect the condition of the Wrong Way signs and verify reflectivity/illumination of the sign panels. Replace bulbs as needed.

- Clean inside of all Cabinets (Main and Auxiliary Nema enclosures).
- Perform Mechanical checks as shown on the Maintenance Plan in Appendix M.
- Measure and record line AC and DC voltages.
- Validate incoming detection outputs are functioning via the vendor software.
- Validate Detection of Right-Way traffic on incoming detection devices.
- Validate outgoing detection outputs are functioning via the vendor software.
- Validate detection of Right-Way traffic on detection devices.
- Test camera verification and overall functionality by simulating Wrong Way vehicles. Includes incoming, outgoing and overview camera image processing.
- Perform sign activation Push-button test to verify functionality of signs.
- Perform Wrong Way Push-button test to verify Wrong Way alerting in Vendor software.
- See Appendix M for comprehensive list of daytime preventative maintenance tasks to be performed.

11.11 Nighttime Wrong Way Driving System Preventative Maintenance

Nighttime Preventative Maintenance shall require the ramps to be closed during testing of the system. Testing shall occur during non-peak hours only. Nighttime PM's will consist of testing the system to simulate a Wrong Way driving event by closing the ramps and driving vehicles in the wrong way direction. A small and large vehicle shall be provided by the contractor to test and document the results. The contractor shall make any adjustments/modifications necessary to pass the testing and verify a fully functioning Wrong Way Driving system. The Wrong Way Driving Preventative Maintenance test plan and checklist provided in Appendix M identifies the testing and work to be performed during the nighttime preventative maintenance. Results of the daytime annual preventative maintenance may necessitate additional nighttime preventative maintenance activities on a site-by-site basis.

11.12 ITS Generator System Preventative Maintenance

Preventive maintenance for the ITS Generator System and all associated components shall include the following tasks:

- Verify tank levels
- Verify proper operation of the battery charger
- Verify and test Fuel level switch, solenoid valve operation and transfer operation
- Verify oil and coolant levels and change as necessary
- Inspect and replace filters as necessary

- Verify cooling system for proper operation.
- Inspect condition of fan and alternator belts.
- Inspect and clean generator chassis and remove any dirt or debris.
- Verify air ducts and louvers are free from blockages.
- Inspect for any leakages and insulation or fire hazards
- Verify proper operation of the battery charger
- Inspect conditions of batteries. Clean and remove any corrosion.
- Inspect circuit breakers and fuses
- Measure and record all voltages using a multi-meter
- Inspect all components of engine and lubricate any moving parts as necessary
- Run the generator at full load and verify proper operation
- Verify communications to remote software
- Verify the Automatic Transfer Switch (ATS) is operating properly.
- Preventative maintenance shall be performed per manufacturers recommendations

11.13 Dynamic Curve Warning System Preventative Maintenance

Preventive maintenance for the Dynamic Curve Warning System and all associated conduit and enclosures shall include the following tasks:

- Verify all signs activate and chase in the proper pattern from near to far
- Verify that the Beacons are activating in a Wig-Wag pattern.
- With normal traffic flow, observer the system for false activations for a minimum of 15 minutes and adjust radar aim if necessary
- Utilizing a laser/lidar speed gun, verify the signs are activating at the proper speed configuration.
- Verify adjacent traffic is not causing false activations. Adjust radar aim as necessary.
- Visually verify all LEDs are working and document any deficiencies.
- Inspect and clean cabinets and solar panels

- Test voltages from all solar panels for proper operation. Record results.
- Test voltages from all batteries for proper operation. Record results.
- Verify functionality of the charge controller.
- Test for any overcharging/undercharging of the batteries.
- Inspect and verify proper operation of the RWIS.
- Simulate a wet condition and verify proper operations of the sign panels.

11.14 Bridge Lighting System Preventative Maintenance

Preventive maintenance for the Bridge Lighting System and all associated conduit and enclosures shall include the following tasks:

- Inspection of all Deck and Spire LED lighting panels to verify functionality and condition.
- Inspection of all wiring and termination in associated pull boxes and LED panel boxes. Re-terminate and replace power splices if necessary.
- Inspect and verify that LED panel boxes for water intrusion. Re-terminate electrical splices if necessary, to ensure waterproof connection.
- Inspect Data Enabler enclosure to verify waterproof seal.
- Verify proper functionality of Data Enablers.
- Inspect condition of all power wires and verify conductors are free of water intrusion and corrosion.
- Verify the configuration and addressing of the lights within the Data Enabler.
- Verify operation of the BLS by remotely activating various light shows and confirming all LED panels are fully functioning without errors.

The contractor is advised that tasks associated with the preventative maintenance shall require a safety boat while working on the bridge. The contractor shall follow all OSHA safety requirements and regulations. **Any cost associated with the safety boat shall be considered incidental to the BLS Preventative Pay item**.

12.0 MAINTENANCE OF TRAFFIC

The Contractor shall be responsible for all maintenance of traffic required to administer this contract including all shoulder closures, single lane closures, two lane closures, three lane closures, ramp closures and lane closures at toll plazas. The approximate number, types, and placement of traffic control devices required for each closure configuration identified below shall be in accordance with the U.S. Department of Transportation's Manual on Uniform Traffic Control Devices Part VI and Florida Department of Transportation (FDOT) Design Standards Plan Index 102, 2025 edition, which are hereby incorporated by reference and made a part of the Contract as if fully set forth herein, as each may be applicable to field situations. These standards establish the minimum requirements. Additional warning devices, barricades, or other safety devices may be required as directed by the CFX's Manager of ITS Maintenance or designated representative, where unusual, complex or particularly hazardous conditions exist. Minimum transition taper lengths on the mainline for lane closures shall be 800 feet. Any maintenance of traffic that deviates from the Florida Department of Transportation (FDOT) Design Standard Plan Index 102, 2025 edition, shall be signed and sealed by a registered Florida Professional Engineer (P.E.) and be submitted to CFX for review a minimum of 14 days prior to the planned work activity.

The Contractor shall ensure that its workers and subcontractors use personal protective equipment (PPE) meeting or exceeding guidelines set forth in the latest edition of the American National Standards Institute. (ANSI). In addition, CFX requires a minimum of Class 3 garments for all work performed on the system.

Channelizing devices used at night shall meet all requirements as stated in the latest edition of the Manual on Unform Traffic Control Devices (MUTCD). Channelizing devices shall be required for all shoulder closures lasting longer than 15 minutes.

Reflective sheeting material for work zone barricades shall be Type III or IV, meeting requirements of Section 994 of the FDOT Standard Specifications, 2025 edition.

CFX leverages the One.Network platform for entering and managing Lane Closure Requests on the CFX roadway system, referred to as CFX's Lane Closure Notification System (LCNS). Worksite Traffic Supervisors (or designees) and other personnel responsible for the planning and implementation of lane closures must obtain training and certification for CFX's LCNS. The Contractor will be responsible for submitting all closure requests on this contract through the LCNS.

At least seven (7) days prior to beginning work on the Project, the Contractor shall submit to the Manager of ITS Maintenance the Contractor's proposed overall plan and methods for performing the work including a listing of equipment and personnel anticipated for use. The Contractor's safety and traffic plan shall show the proposed methods of ensuring safety and minimum interference with the normal flow of traffic on the travel lanes. Approval of the Contractor's safety and traffic plan by CFX shall not relieve the Contractor of responsibility or liability for injury to persons or damage to property caused by the operation of equipment and/or personnel.

The Contractor shall provide capable, experienced personnel with the ability to interpret traffic engineering standards and applications, and to make judgments in the field as situations warrant. Personnel shall hold an active FDOT Advance MOT certification,

As a general rule, lane/ramp closures will not be permitted between 5:00 am and 11:00 p.m., on any roadway on any day of the week. If the Contractor wants to close lanes/ramps on any roadway during hours other than those permitted, the Contractor shall submit a request to the Manager of ITS Maintenance with a detailed traffic control plan at least 14 days prior to the desired closure date. Lane/ramp closures are times other than those permitted above will not be allowed without the written approval of the Manager of ITS Maintenance or his designated representative.

If, in the opinion of the Manager of ITS Maintenance or his designated representative, any lane/ramp closure(s) causes extended traffic congestion, the Manager of ITS Maintenance or his designated representative, may direct the Contractor to open any temporary lane/ramp closure(s) until traffic is returned to an acceptable flow as determined by the Manager of Traffic Operations or his designated representative.

Delay costs to the public will result if all lanes/ramps are not open to traffic during the times other than permitted herein for lane closures. The Contractor shall plan its operations such that all equipment and materials, except those required for the safety of the traveling public, are removed from the clear zone and lanes/ramps are reopened for traffic by the times noted above. A damage recovery cost will be assessed to the Contractor if, due to the actions of the Contractor, the Contractor is unable to reopen lanes/ramps for traffic by the times noted above. The amounts are as follows:

10 minutes and under ..... No damage recovery cost assessed

Each additional 10 minutes or fraction thereof $2,000

Costs will be assessed beginning at the appropriate time as shown above and continue until all lanes/ramps are open and traffic flow is restored as recorded by CFX. CFX shall have the right to apply as payment on such damages any money, which is due to the Contractor by CFX. At the discretion of CFX, damage recovery costs will not be assessed for failure to open traffic lanes/ramps if such cause is beyond the control of the Contractor i.e., catastrophic events, or accidents not related or caused by the Contractor's operations.

An off-duty law enforcement officer in uniform with a marked law enforcement vehicle shall be provided by the Contractor at each location where lane or ramp closures are in effect.

The Contractor shall be responsible for performing regular inspection (not less than every other day including weekends and holidays) of all traffic control devices installed and replacing all equipment and devices not conforming with the specified standards during that inspection.

Traffic control devices, warning devices and barriers shall be kept in the correct position and clearly visible and clean at all times. Batteries in barricades equipped with flashers shall be checked and replaced if necessary, to ensure proper operation. Damaged, defaced, or dirty devices or barriers shall immediately be repaired, replaced or cleaned as directed by the Manager of ITS Maintenance.

The Contractor shall be responsible for performing regular inspection (not less than every other day including weekends and holidays) of all traffic control devices installed and replacing all equipment and devices not conforming with the specified standards during that inspection.

Detours will be required for all ramp and full Mainline Plaza Express Lanes closure (Traffic diversion to Cash Lanes). The contractor shall provide and utilize a detour plan that is signed and sealed by a FL Professional Engineer registered in the State of Florida. The contractor shall be responsible to submit for approval, detour plans that are signed and sealed by a Professional Engineer registered in the State of Florida. The detour plans at a minimum shall show the locations of all detour signs, work zone signs, barricades/cones, truck mounted attenuators, Portable Changeable Message signs (PCMS) and Traffic Control Officers as necessary. Minimum of 2 PCMS shall be required at all ramp closures and deployed at least 14 days in advance of the closure. Listed within Appendix F is the ramp locations and within Appendix N the Mainline Plaza locations that may require detours to perform preventative maintenance and repairs services on the Wrong Way Driving System and Toll Plaza DMS.

The list within Appendix F and Appendix N is not intended to be all inclusive and is for purposes of clarifying current WWD System and Mainline Plaza locations where detours are likely to be required. The detour pay items are inclusive of all costs to provide a complete detour for each ramp and full Mainline

Express Lanes closure. The pay items shall include all costs associated with providing and deploying Barricades/Cones, Work Zone Signs, Arrow boards, Truck mounted attenuators, PCMS and Traffic Control Officers in accordance with the approved detour plan. The pay items shall also include as incidental any costs associated with Administrative and coordination efforts with pertinent local agencies, D5 RTMC, and toll plaza staff. The varying level of detours are itemized within three pay items contingent on the quantity of PCMS and Detour signs required for each ramp closure. Under special circumstances, cancellation of previously scheduled detours may be required. The Detour Cancellation pay item shall include all costs associated with mobilization and de-mobilization.

13.0 PROJECT ADMINISTRATION

Project Administration is a recurring task throughout the term of the Contract. The Contractor shall provide the control, coordination and interface of all activities and services associated with the maintenance of the system. Activities and services include, but are not necessarily limited to:

- Project Management
- Project Records and Files
- Project Coordination
- All Parts Inventory/Tracking and updates in LLumin
    - Tracking and updating incoming and outgoing parts inventory to/from construction projects.
    - Updating Llumin software for new inventory procurement
- Housing for all Parts and Inventory
- Warranty Tracking
- Monthly Inventory Audits
- Quarterly Cyber Key Audits for maintenance staff
- Bi-Weekly Meetings
- Utility Coordination
- Daily RMA Processing and Returns
- Scrap Material Processing and Coordination
- QA/QC of Preventative Maintenance Checklists
- Training Materials and Support
- Monthly Invoicing and Documentation
    - Monthly Technician Repair log submitted with invoice.
- 24 Hour Toll-Free On-Call Number
- GIS Licenses for technicians

CFX shall provide the Contractor with all available plans and specifications for all system components and subsystem.

The Contractor shall provide monthly reports (technician logs) in a format approved by CFX, providing the following information:

- Date and Time of Trouble Notification
- Name of Person reporting the repair request
- Type and Location of problem
- Date and Time of response
- Name of person responding to the repair
- Description of problem resolution
- Verification of testing procedures completed

- Date and Time of completion of repair work

Payment for compiling the monthly maintenance reports and tasks stated above shall be considered incidental to the Project Administration Pay Item.

All repair and/or replacement work, equipment, cable and associated electrical work shall conform to the current requirements and practices of the latest version of each of the following:

- National Electric Code (NEC)
- National Electrical Safety Code
- Applicable Electronic Industries Association (EIA), Telecommunications Industry Association (TIA) and Telcordia (formerly Bellcore) Standards
- Manual of Uniform Traffic Control Devices (MUTCD)
- ANSI/IEEE Standards Publication
- Occupational Safety and Health Act (OSHA)
- All applicable Federal, State and Local Laws, Ordinances, Rules and Regulations
- Latest CFX ITS Specifications and Design Standards

14.0 PROJECT RECORDS

The Contractor shall maintain complete and accurate records of all work activities and events relating to the Contract. Project records shall include such items as Daily Logs of maintenance activities, Monthly Status Reports, meeting notes, cost proposals, invoices, inventory records, time sheets, staffing roster and any other pertinent information.

Status reports summarizing all completed activities during the current reporting period and current work in progress are to be given to CFX on a monthly basis during the term of the Contract. Payment for these items is considered incidental to the Project Administration pay item.

15.0 MATERIALS AND EQUIPMENT

The Contractor shall provide all incidental materials, tools and equipment to satisfy the needs of the project. The CFX system includes camera and TMS poles with and without lowering devices. Repairs/Replacement maybe needed for the lowering arm which requires a bucket truck. Contractor is advised that pole heights range from 25-130 feet. Contractor shall provide appropriately sized bucket trucks/equipment to perform the services stated in the scope of work. Underground repairs may require digging/excavation. Contractor shall provide all industry standard equipment (trucks, excavators, backhoe, air compressors…etc.) to perform underground repair and conduit proofing services.

The Contractor shall have on hand incidental materials needed to complete the required tasks including fuses, connectors, filters, wiring, etc. that are common to the industry. Contractor vehicles shall carry the following common diagnosis tools:

- Laptop Computer with required software for all vendors covered under this maintenance agreement
- Terminal/Applications Software
- Light Source/Power Meter/OTDR/
- Multi-meter, Voltmeter/MOhm/Ohmmeter

- Copper TDR (For Locating Tone Wire Faults)
- Alternate power source
- LMS Locate unit (as needed)

All items listed above shall be considered incidental to the contract pay items.

Under emergency or special circumstances, CFX may require the contractor to provide specialized equipment or material outside of any required incidental equipment/materials temporarily for a limited period of time (Rental). At the direction of CFX, the contractor shall provide quotes for the requested material or equipment for approval. The contractor shall be allowed a mark-up as stated in the Method of Compensation – Parts Allowance on the rental equipment requested by CFX.

16.0 ACCESS / SECURITY TO CFX FACILITIES

The Contractor shall provide advance notice to CFX when access is needed as well as the names of the Contractor personnel requiring access.

CFX will provide appropriate access and specific authorization for Contractor personnel to System resources and Authority facilities required to fulfill the terms of the Contract. CFX will issue the access control items (i.e., identification badges, security cards, passwords, keys, etc.) as necessary to facilitate the required access/authorization privileges and are subject to the CFX's Security Policy. These access control items shall be safeguarded against loss, alteration, duplication or destruction, and unauthorized use or disclosure thereof while in the custody of the Contractor personnel.

The access control items shall remain CFX's property at all times and must be returned to CFX when requested, or when Contractor personnel no longer have a specific contractual need. CFX may modify or revoke any or all access/authorization privileges granted to Contractor personnel when it is deemed necessary to satisfy a current or future operational need or to protect CFX or its assets. CFX will provide escorted access for Contractor personnel as necessary.

The Contractor's PM or Principal in Charge shall immediately notify CFX when the Contractor becomes aware of an actual or potential threat to the security or operational integrity of the System posed by Contractor personnel or the actions thereof. The Contractor's PM shall assist CFX in the investigation, reporting, and remediation of any breach of security or degradation in the operational integrity of the System directly attributed to Contractor personnel. CFX shall be notified immediately if a Contractor's employee with security access to CFX is terminated or leaves the firm. All security breaches, suspected or otherwise, are to be immediately reported to the Information Technology Department.

The Contractor shall comply with the requirements of the CFX's Contractor Security Policy attached as Appendix I.

17.0 ADDITIONAL SERVICES

Additional services may be assigned to the Contractor through a Supplemental Agreement in accordance with the Contract and this Scope of Services. No work will be accomplished under additional services without prior written authorization to the Contractor to perform the work.

18.0 CFX RESPONSIBILITIES

a. The CFX's Manager of ITS Maintenance, through his designated representative, will administer the terms and conditions of the Contract.

b. CFX will familiarize the Contractor with its facilities and provide all necessary "As-Built" or construction documentation available.

c. CFX will provide the Contractor with all available information concerning warranties in force for various products. When a product under warranty fails to meet the required performance criteria, the Contractor shall notify the responsible manufacturer to schedule repair work to correct the deficiency. All repairs shall be in accordance with the warranty requirements and shall be monitored by the Contractor. The Contractor shall notify CFX in writing of the location and type of the non-conforming product, quantity of the non-performing product and the schedule for repair work.

d. CFX will provide access to SunGuide, Llumin software required to perform the duties described above. CFX will extend access to the ARCGIS database once requisite licenses have been procured by the Contractor.

19.0 COMPENSATION

Compensation to the Contractor will be in accordance with the Method of Compensation.

20.0 DURATION OF AGREEMENT AND RENEWAL OPTION

The term of the Contract shall be for five (5) years with renewal options up to five additional years or any portions thereof as defined by CFX. The work under this Contract shall commence upon written notice from the CFX's Manager of Expressway Operations. The option to renew may be exercised at the discretion and election of CFX, upon which CFX would provide written notice of its exercise to the Contractor at least 180 days prior to the expiration of the initial five (5) year Contract Term or subsequent Renewal Terms. If the Contractor can reasonably demonstrate that its costs of Contract performance have materially increased such that the CFX's unilateral exercise of the option would be inequitable, the Contractor may refuse the CFX's exercise of the option. Such refusal must be communicated to CFX in writing within 30 days from the date the Contractor receives the CFX's notice of intent to exercise the option. The Contractor shall provide to CFX within that same 30-day period documentation supporting its claim that its costs of Contract performance have materially increased. As an alternate to refusal, the Contractor may propose revisions to the terms and conditions of the Contract, including the need, if any, for financial adjustments. If CFX agrees to revisions proposed by the Contractor, such revisions will be incorporated in a Supplemental Agreement to the Contract. If CFX does not agree to the Contractor's proposed revisions, CFX will not exercise the option to extend the Contract.

CONSENT AGENDA ITEM
#34

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*
Director of Procurement

DATE: July 20, 2025

SUBJECT: Approval of Moffatt & Nichol, Inc. as a Subconsultant to AECOM Technical Services, Inc. for General Systems Consultant Services
Contract No. 001215

Board approval of Moffatt & Nichol, Inc. as a subconsultant to AECOM Technical Services, Inc. to provide SunGuide administration and ITS SunGuide support services is requested. The cost is expected to exceed the $75,000.00 threshold established by the Procurement Policy for subconsultants not disclosed when the contract was originally awarded.

Reviewed by:

Bryan Homayouni, PE
Director of Intelligent Transportation Systems

Glenn Pressimone, PE
Chief of Infrastructure

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

REQUEST FOR AUTHORIZATION TO SUBLET SERVICES

Consultant: AECOM Date: 7/11/25

CFX Contract Name: General Systems Consultant Services Contract CFX Contract No.: 001215

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: Moffatt and Nichol

Address: 1025 Greenwood Boulevard, Suite 371 Lake Mary, FL 32746

Phone No.: 407-562-2030

Federal Employee ID No.: 95-1951343

Registered with Sunbiz: ✓ Yes _____ No Minority Vendor: _____ Yes ✓ No

Description of Services to Be Sublet: SunGuide Administration, ITS SunGuide support services

Estimated Beginning Date of Sublet Services: 8/1/25

Estimated Completion Date of Sublet Services: 7/31/26

Estimated Value of Sublet Services*: $ 300,000.00

*(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: _____

(Signature of Consultant Representative)

Jeff Blazowski, Vice President, AECOM Technical Services, Inc.

Title

Recommended by: _____ Date: Jul 15, 2025

(Signature of Appropriate CFX Director/Manager)

Approved by: Glenn Pressimone Date: Jul 15, 2025

Glenn Pressimone (Jul 15, 2025 11:32 EDT)

(Signature of Appropriate Chief)

Reviewed by: Aneth Williams Date: Jul 15, 2025

Director of Procurement

Revised Sublet: Yes _____ No _____

Attach Subconsultant's Certificate of Insurance and W-9 Form to this Request.

REV. 08/8/2024

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: August 4, 2025

RE: June 2025 Financial Reports

Attached please find the June 2025 Financial Reports. Please note this information is being provided as interim information and has not been audited, therefore, it does not reflect the final amounts that will be reported in our financial statements for the year ended June 30, 2025. 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 JUNE 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*	$ 58,958,653	$ 58,002,142	$ 744,889,483	$ 754,800,001	$ (9,910,518)	-1.3%	4.8%
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	968,183	769,333	10,194,555	8,827,300	1,367,255	15.5%	10.9%
TRANSPONDER SALES	175,216	162,249	2,280,789	1,946,992	333,797	17.1%	4.3%
OTHER OPERATING	271,661	240,943	2,812,373	2,663,958	148,415	5.6%	2.0%
INTEREST	1,806,417	3,167,609	21,367,938	25,035,789	(3,667,851)	-14.7%	25.0%
MISCELLANEOUS	77,026	86,192	980,051	974,818	5,233	0.5%	5.1%
TOTAL REVENUES	$ 62,257,156	$ 62,428,469	$ 782,525,189	$ 794,248,858	$ (11,723,669)	-1.5%	5.3%
O M & A EXPENSES							
OPERATIONS	$ 9,827,302	$ 16,221,947	$ 86,205,516	$ 99,648,979	$ 13,443,463	13.5%	1.1%
MAINTENANCE	4,826,031	9,815,249	24,274,922	29,746,132	5,471,210	18.4%	18.1%
ADMINISTRATION	1,169,529	1,823,045	12,118,029	14,218,776	2,100,747	14.8%	2.3%
OTHER OPERATING	598,056	495,617	2,892,087	2,973,700	81,613	2.7%	8.8%
TOTAL O M & A EXPENSES	$ 16,420,918	$ 28,355,858	$ 125,490,555	$ 146,587,587	$ 21,097,032	14.4%	4.3%
NET REVENUES BEFORE DEBT SERVICE	$ 45,836,237	$ 34,072,610	$ 657,034,634	$ 647,661,271	$ 9,373,363	1.4%	5.5%
COMBINED NET DEBT SERVICE	$ 18,107,810	$ 19,255,018	$ 233,127,222	$ 231,082,920	$ (2,044,302)	-0.9%	9.7%
NET REVENUES AFTER DEBT SERVICE	$ 27,728,427	$ 14,817,593	$ 423,907,412	$ 416,578,351	$ 7,329,061	1.8%	3.3%

*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

Note: All year-end accruals were not completed at the time this report was prepared, therefore, it does not reflect the final amounts that will be reported in our financial statements for the year ended June 30, 2025.

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CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUMMARY OF OPERATIONS, MAINTENANCE AND ADMINISTRATION
COMPARISON OF ACTUAL TO BUDGET FOR FISCAL YEAR 2022
FOR THE MONTH ENDING JUNE 30, 2025 AND YEAR-TO-DATE

	FY 2025 ACTUAL	FY 2025 BUDGET	VARIANCE	FY 25 YEAR-TO-DATE % VARIANCE
Operations	$ 86,205,516	$ 99,648,979	$ 13,443,463	13.5%
Maintenance	24,274,922	29,746,132	5,471,210	18.4%
Administration	12,118,029	14,218,776	2,100,747	14.8%
Other Operating	2,892,087	2,973,700	81,613	-
Total O M & A	$ 125,490,555	$ 146,587,587	$ 21,097,032	14.4%
Capital Expenditures				
Operations	$ 41,967	$ 105,000	$ 63,034	60.0%
Maintenance	86,239	171,000	84,761	49.6%
Administration	-	69,000	69,000	100.0%
Total Capital Expenditures	$ 128,206	$ 345,000	$ 216,794	62.8%

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CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Central Florida Expressway Authority
Operations - Comparison of Actual to Budget
For the Twelve Months Ending June 30, 2025

	YTD Actual	YTD Budget	Budget Variance	Variance Percentage
Toll Operations	825,309	947,825	122,516	12.93%
Image Review	16,828,157	18,685,106	1,856,949	9.94%
Service Strategy	213,294	255,791	42,498	16.61%
Toll Technology	333,389	615,244	281,856	45.81%
Information Technology	10,991,185	10,847,491	(143,694)	-1.32%
E-PASS Service Center	26,524,750	29,707,590	3,182,840	10.71%
Business Relations	164,382	193,602	29,220	15.09%
Customer Experience	4,616,902	5,027,164	410,262	8.16%
Subtotal CFX	**$60,497,367**	**$66,279,813**	**$5,782,446**	**8.72%**
Plazas	25,750,115	33,474,166	7,724,051	23.07%
Subtotal Toll Facilities	**$25,750,115**	**$33,474,166**	**$7,724,051**	**23.07%**
Total Operations Expenses	**$86,247,483**	**$99,753,979**	**$13,506,496**	**13.54%**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Central Florida Expressway Authority
Maintenance - Comparison of Actual to Budget
For the Twelve Months Ending June 30, 2025

	YTD Actual	YTD Budget	Budget Variance	Variance Percentage
Maintenance Administration	3,509,756	3,990,279	480,523	12.04%
Traffic Operations	6,484,936	7,454,561	969,625	13.01%
Routine Maintenance	14,366,469	18,472,292	4,105,823	22.23%
Total Maintenance Expenses	**$24,361,161**	**$29,917,132**	**$5,555,971**	**18.57%**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Central Florida Expressway Authority
Administration - Actual to Budget by Cost Center
For the Twelve Months Ending June 30, 2025

	YTD Actual	YTD Budget	Budget Variance	Variance Percentage
General	1,148,735	1,236,978	88,243	7.13%
Security	299,170	337,094	37,924	11.25%
525 Magnolia	223,911	227,132	3,221	1.42%
Administrative Services	3,010,896	3,685,471	674,575	18.30%
Engineering	83,425	106,677	23,252	21.80%
Legal	810,942	954,568	143,626	15.05%
Accounting	2,046,401	2,298,977	252,576	10.99%
Procurement	818,727	925,220	106,493	11.51%
Contract Compliance	256,903	279,830	22,927	8.19%
Risk Management	614,680	673,476	58,796	8.73%
Records Management	496,409	601,307	104,898	17.45%
Human Resources	353,131	451,638	98,507	21.81%
Business Opportunity	368,890	444,511	75,621	17.01%
Communications	738,812	1,039,823	301,011	28.95%
Construction Administration	103,029	197,316	94,287	47.78%
Internal Audit	510,700	564,000	53,300	9.45%
Transportation Planning and Policy	233,270	263,758	30,488	11.56%
Grand Total Expenses	**$12,118,029**	**$14,287,776**	**$2,169,747**	**15.19%**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS
PREVIOUS YEAR BUDGET TO ACTUAL COMPARISON
FOR THE MONTH ENDING JUNE 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*	$ 744,889,483	$ 754,800,001	$ (9,910,518)	$ 710,878,945	$ 706,400,000	$ 4,478,945	$ (14,389,463)
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	10,194,555	8,827,300	1,367,255	9,190,581	7,555,000	1,635,581	(268,326)
TRANSPONDER SALES	2,280,789	1,946,992	333,797	2,186,996	2,423,759	(236,763)	570,560
OTHER OPERATING	2,812,373	2,663,958	148,415	2,756,781	2,165,967	590,814	(442,399)
INTEREST	21,367,938	25,035,789	(3,667,851)	17,099,616	10,206,745	6,892,871	(10,560,722)
MISCELLANEOUS	980,051	974,818	5,233	932,219	906,374	25,845	(20,612)
TOTAL REVENUES	$ 782,525,189	$ 794,248,858	$ (11,723,669)	$ 743,045,138	$ 729,657,845	$ 13,387,293	$ (25,110,962)
O M & A EXPENSES							
OPERATIONS	$ 86,205,516	$ 99,648,979	$ 13,443,463	$ 85,305,428	$ 97,818,501	$ 12,513,073	$ 930,390
MAINTENANCE	24,274,922	29,746,132	5,471,210	20,559,825	26,751,636	6,191,811	(720,601)
ADMINISTRATION	12,118,029	14,218,776	2,100,747	11,846,281	12,971,273	1,124,992	975,755
OTHER OPERATING	2,892,087	2,973,700	81,613	2,657,630	2,885,000	227,370	(145,757)
TOTAL O M & A EXPENSES	$ 125,490,555	$ 146,587,587	$ 21,097,032	$ 120,369,164	$ 140,426,410	$ 20,057,246	$ 1,039,786
NET REVENUES BEFORE DEBT SERVICE	$ 657,034,634	$ 647,661,271	$ 9,373,363	$ 622,675,974	$ 589,231,435	$ 33,444,539	$ (24,071,176)
COMBINED NET DEBT SERVICE	$ 233,127,222	$ 231,082,920	$ (2,044,302)	$ 212,469,514	$ 217,454,994	$ (4,985,480)	$ 2,941,178
NET REVENUES AFTER DEBT SERVICE	$ 423,907,412	$ 416,578,351	$ 7,329,061	$ 410,206,460	$ 371,776,441	$ 38,430,019	$ (31,100,958)

*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

Note: All year-end accruals were not completed at the time this report was prepared, therefore, it does not reflect the final amounts that will be reported in our financial statements for the year ended June 30, 2025.

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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 JUNE 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*	$ 58,958,653	$ 58,733,563	$ 225,090	$ 744,889,483	$ 710,878,945	$ 34,010,538
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	968,183	798,233	169,950	10,194,555	9,190,581	1,003,974
TRANSPONDER SALES	175,216	188,410	(13,194)	2,280,789	2,186,996	93,793
OTHER OPERATING	271,661	257,918	13,743	2,812,373	2,756,781	55,592
INTEREST	1,806,417	1,417,468	388,949	21,367,938	17,099,616	4,268,322
MISCELLANEOUS	77,026	76,437	589	980,051	932,219	47,832
TOTAL REVENUES	$ 62,257,156	$ 61,472,029	$ 785,127	$ 782,525,189	$ 743,045,138	$ 39,480,051
O M & A EXPENSES						
OPERATIONS	$ 9,827,302	$ 12,053,133	$ (2,225,831)	$ 86,205,516	$ 85,305,428	$ 900,088
MAINTENANCE	4,826,031	2,935,867	1,890,164	24,274,922	20,559,825	3,715,097
ADMINISTRATION	1,169,529	1,551,815	(382,286)	12,118,029	11,846,281	271,748
OTHER OPERATING	598,056	578,718	19,338	2,892,087	2,657,630	234,457
TOTAL O M & A EXPENSES	$ 16,420,918	$ 17,119,533	$ (698,615)	$ 125,490,555	$ 120,369,164	$ 5,121,391
NET REVENUES BEFORE DEBT SERVICE	$ 45,836,237	$ 44,352,496	$ 1,483,741	$ 657,034,634	$ 622,675,974	$ 34,358,660
COMBINED NET DEBT SERVICE	$ 18,107,810	$ 16,497,626	$ 1,610,184	$ 233,127,222	$ 212,469,514	$ 20,657,708
NET REVENUES AFTER DEBT SERVICE	$ 27,728,427	$ 27,854,870	$ (126,443)	$ 423,907,412	$ 410,206,460	$ 13,700,952

*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

THE EXECUTIVE DIRECTOR'S REPORT WILL BE PROVIDED PRIOR TO THE BOARD MEETING

F.

Regular Agenda Items

F. 1.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY



Building Upon A Vision: Central Florida's Transportation

Will Hawthorne, PE | Director of Transportation Planning & Policy

August 12, 2025

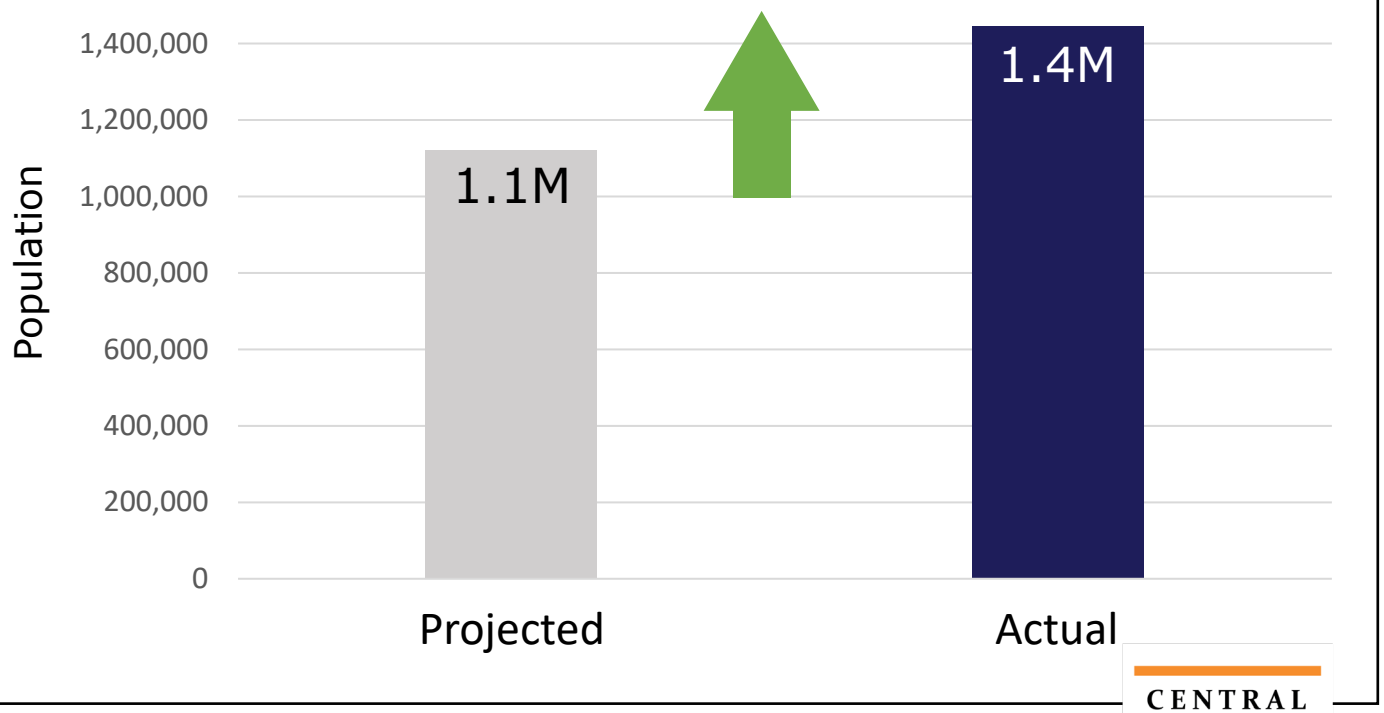
TABLE 1

Growth Projections: Orlando Urban Area

	1975	2000	PERCENT INCREASE
POPULATION	601,000	1,121,000	86.50
EMPLOYMENT	260,500	597,000	90.42
DWELLING UNITS	226,500	433,000	129.09

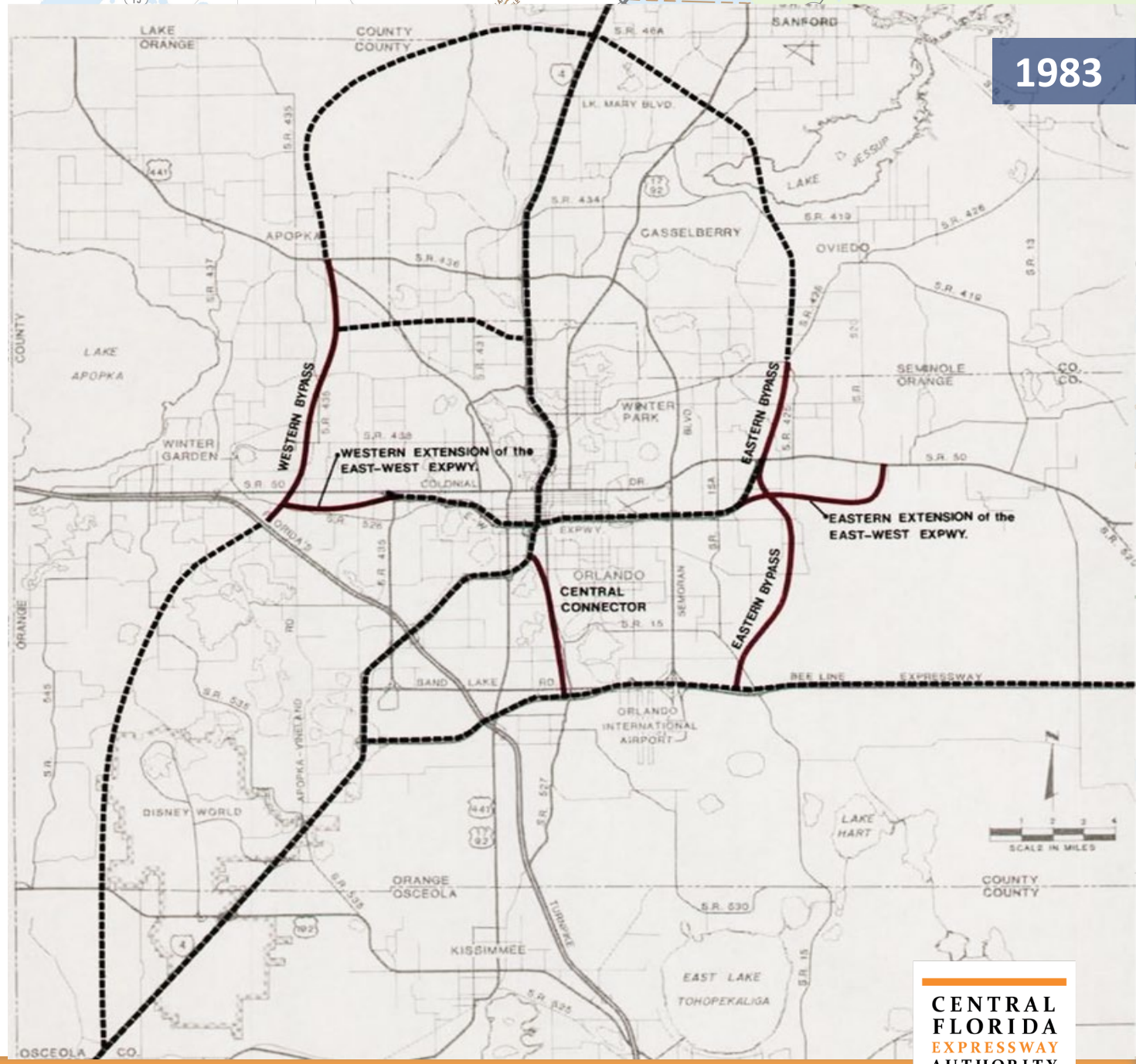
EAST-WEST EXPRESSWAY

THE MARTIN ANDERSEN BEELINE EXPRESSWAY TOLL ROAD



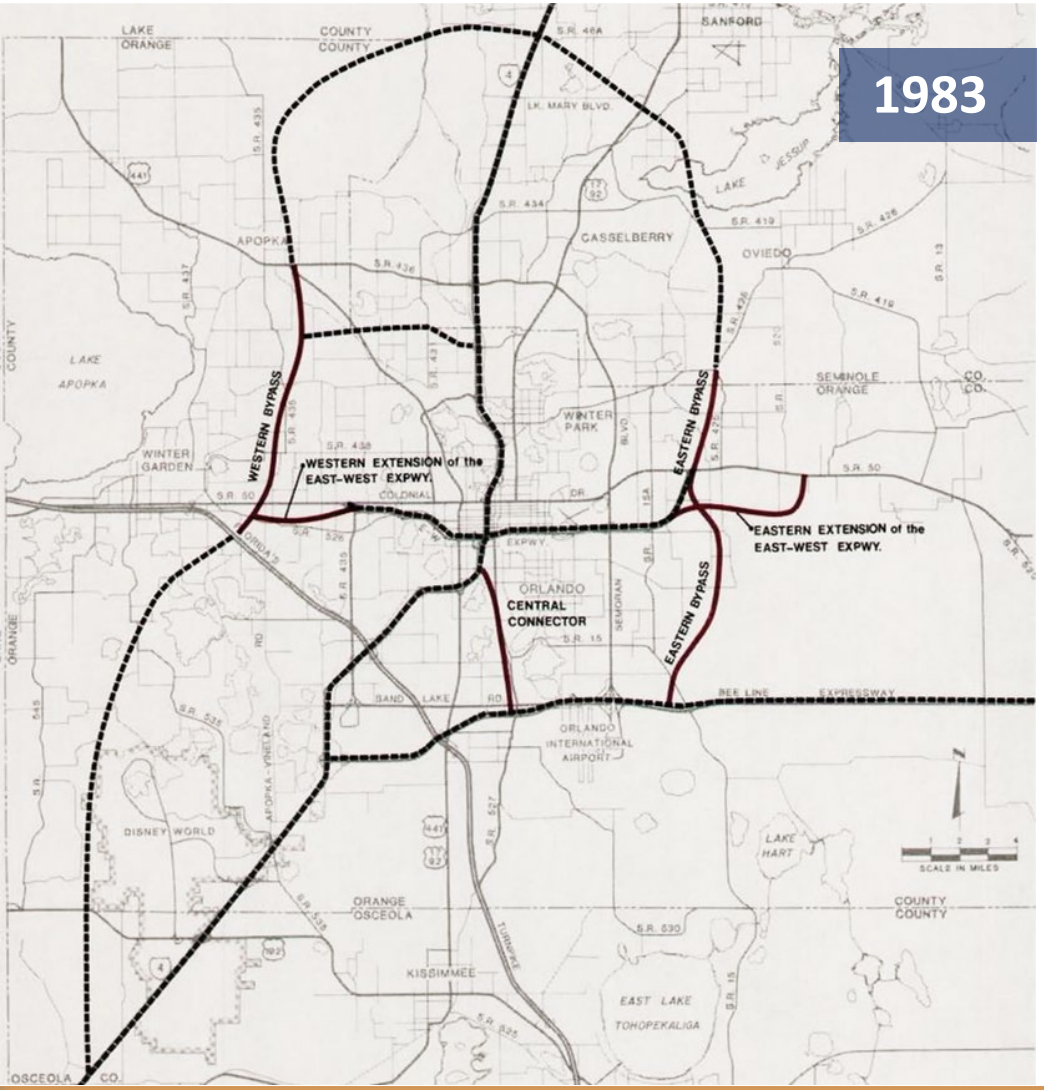
CENTRAL FLORIDA EXPRESSWAY AUTHORITY

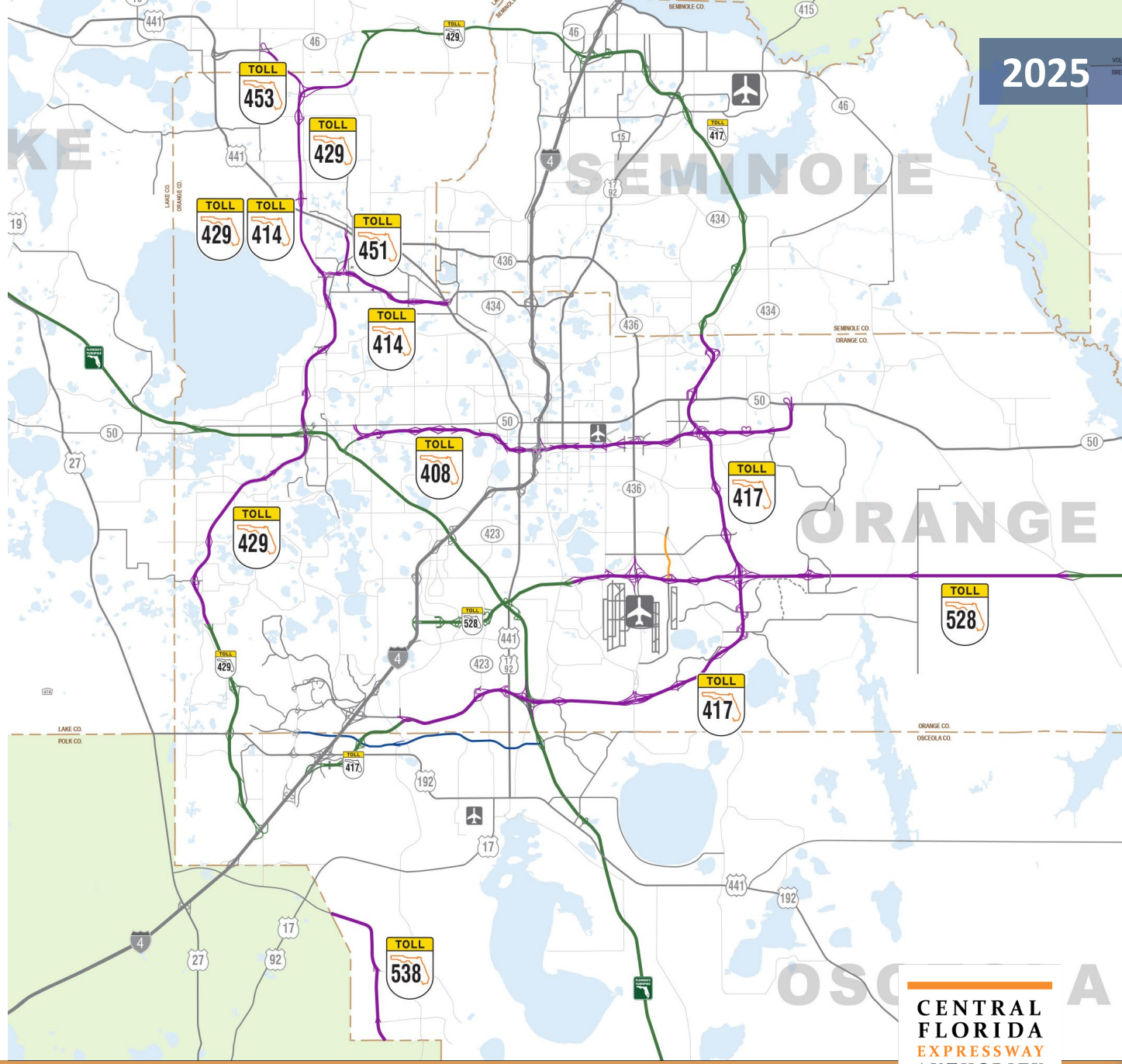
Doing Our Part



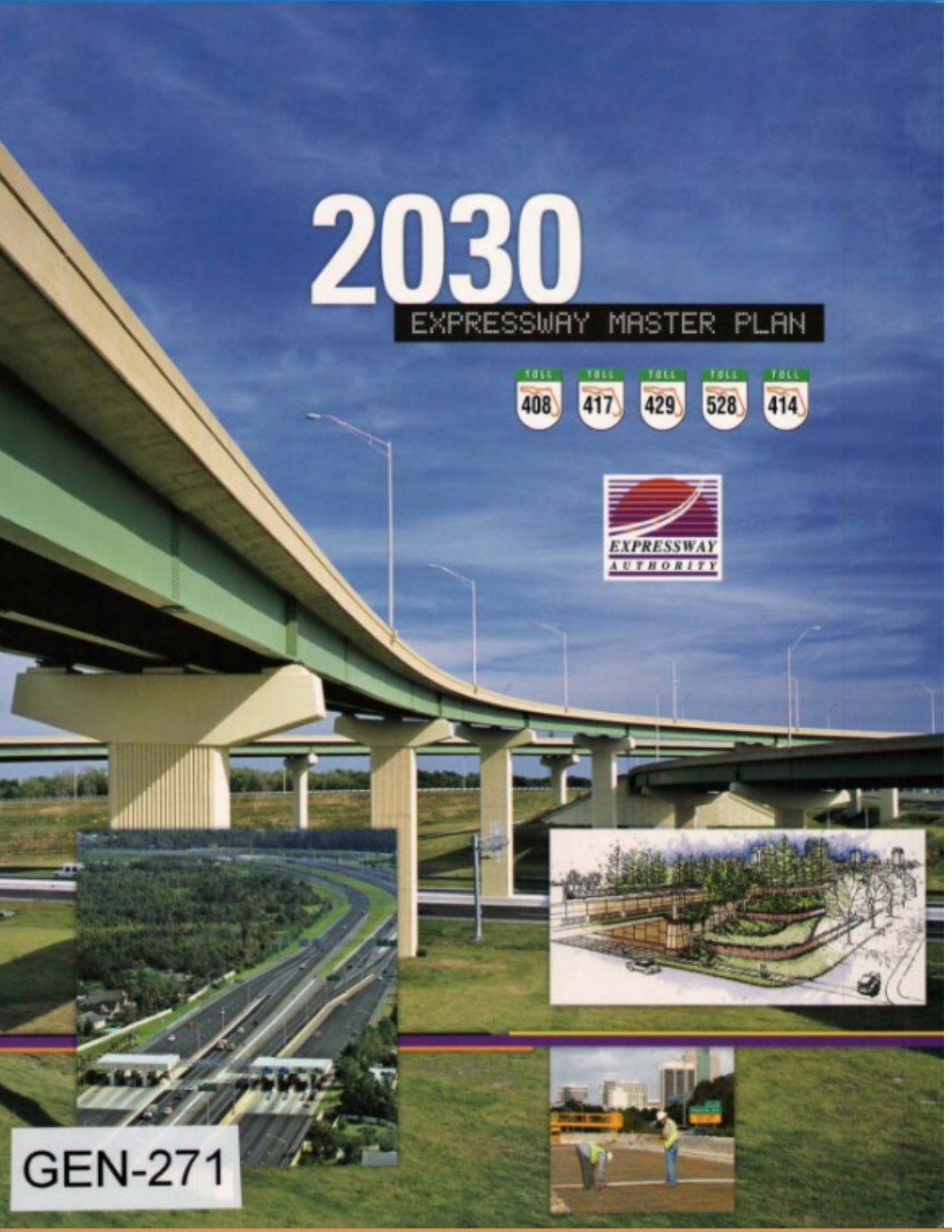
CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Doing Our Part





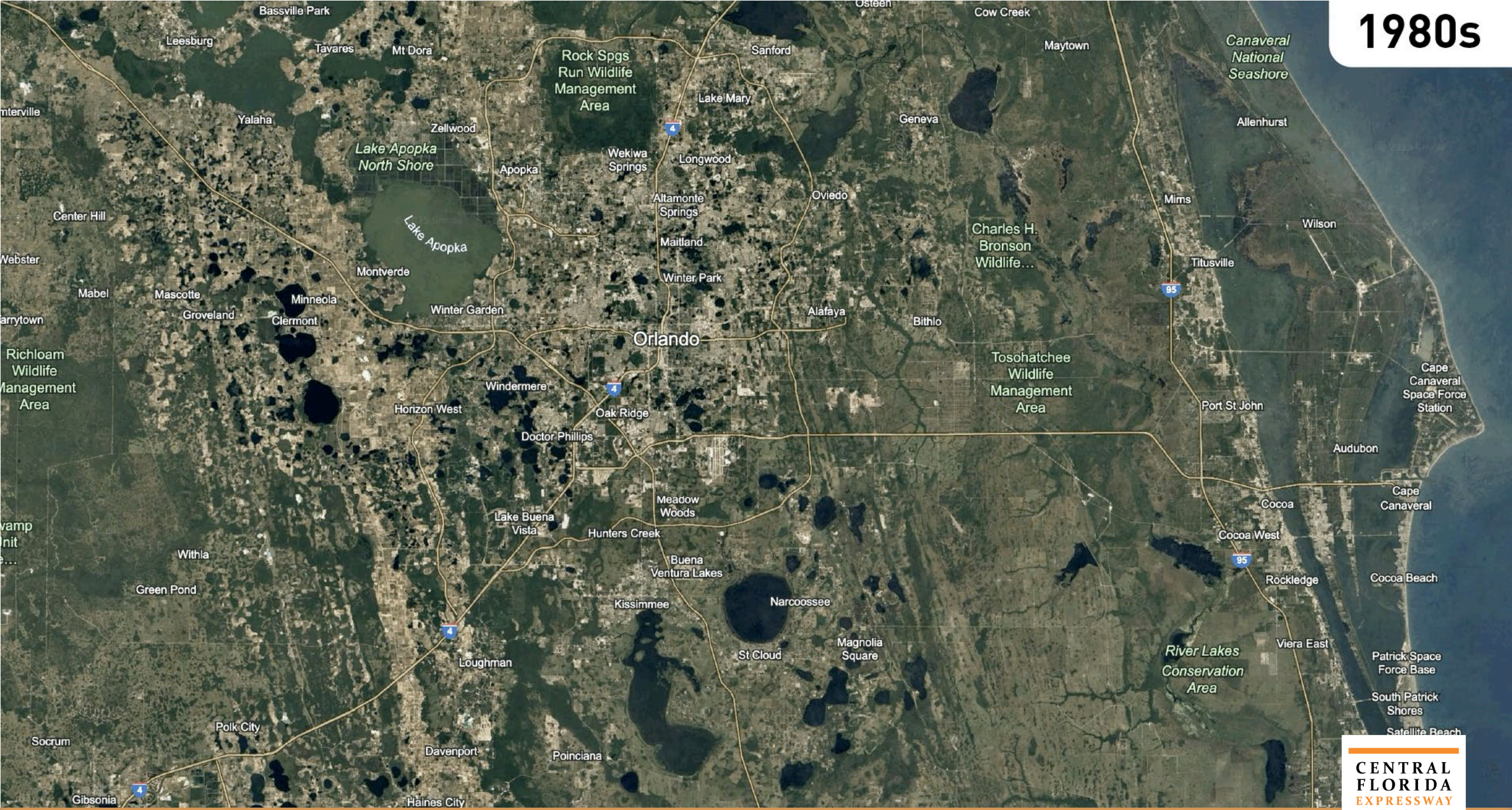
CENTRAL FLORIDA EXPRESSWAY AUTHORITY



Growth in Perspective

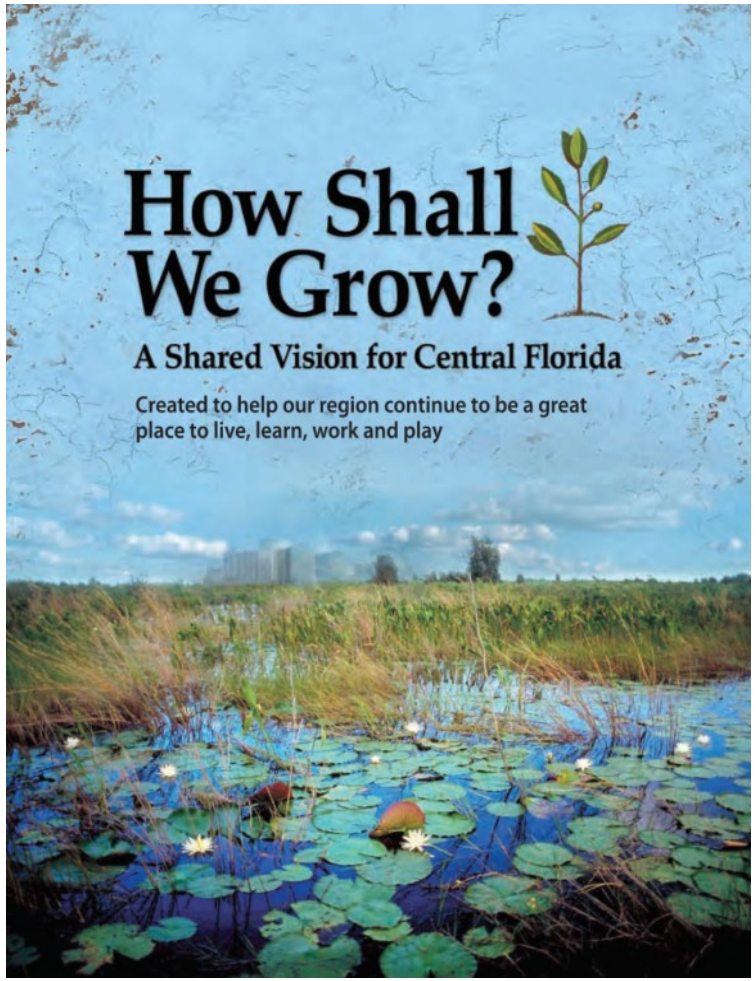
	US Census (2000)	Projected (2025)	**Actual (2024)**
Orange	901,806	1,542,000	**1,533,646**
Seminole	365,798	579,000	**494,605**
Osceola	**172,531**	**410,000**	**468,058**
Lake	211,503	407,000	**444,204**
Volusia	443,575	641,000	**602,772**
Polk	**484,000**	**694,000**	**852,878**
Brevard	475,602	690,000	**658,447**
Total	3,054,815	4,963,000	**5,054,610**

CENTRAL FLORIDA EXPRESSWAY AUTHORITY



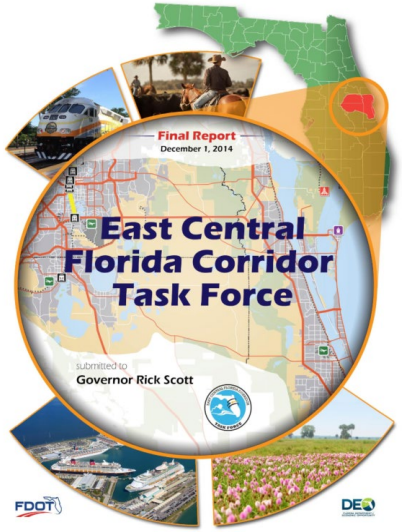
CENTRAL FLORIDA EXPRESSWAY AUTHORITY

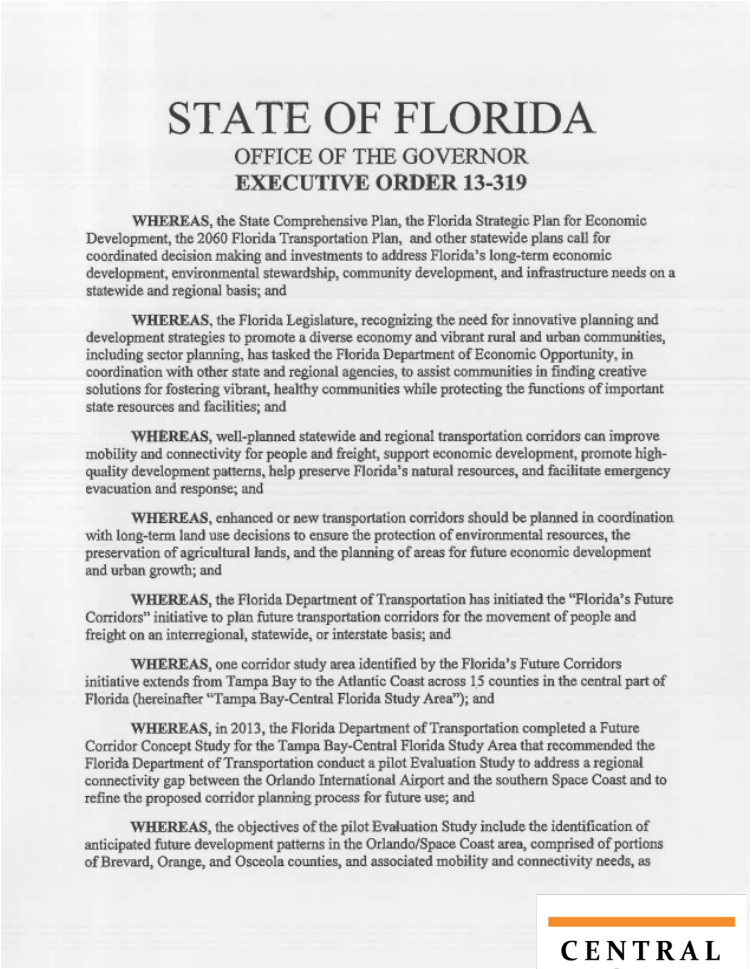
A Regional Vision



OSCEOLA COUNTY EXPRESSWAY AUTHORITY

GREAT SEAL OF THE STATE OF FLORIDA
IN GOD WE TRUST





STATE OF FLORIDA

OFFICE OF THE GOVERNOR

EXECUTIVE ORDER 13-319

WHEREAS, the State Comprehensive Plan, the Florida Strategic Plan for Economic Development, the 2060 Florida Transportation Plan, and other statewide plans call for coordinated decision making and investments to address Florida's long-term economic development, environmental stewardship, community development, and infrastructure needs on a statewide and regional basis; and

WHEREAS, the Florida Legislature, recognizing the need for innovative planning and development strategies to promote a diverse economy and vibrant rural and urban communities, including sector planning, has tasked the Florida Department of Economic Opportunity, in coordination with other state and regional agencies, to assist communities in finding creative solutions for fostering vibrant, healthy communities while protecting the functions of important state resources and facilities; and

WHEREAS, well-planned statewide and regional transportation corridors can improve mobility and connectivity for people and freight, support economic development, promote high-quality development patterns, help preserve Florida's natural resources, and facilitate emergency evacuation and response; and

WHEREAS, enhanced or new transportation corridors should be planned in coordination with long-term land use decisions to ensure the protection of environmental resources, the preservation of agricultural lands, and the planning of areas for future economic development and urban growth; and

WHEREAS, the Florida Department of Transportation has initiated the "Florida's Future Corridors" initiative to plan future transportation corridors for the movement of people and freight on an interregional, statewide, or interstate basis; and

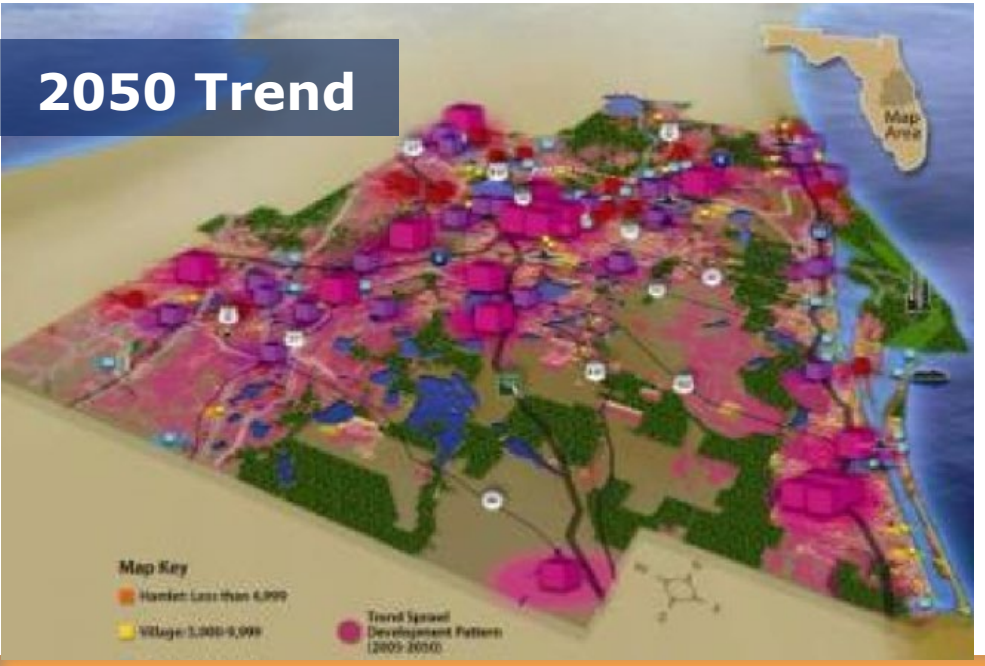
WHEREAS, one corridor study area identified by the Florida's Future Corridors initiative extends from Tampa Bay to the Atlantic Coast across 15 counties in the central part of Florida (hereinafter "Tampa Bay-Central Florida Study Area"); and

WHEREAS, in 2013, the Florida Department of Transportation completed a Future Corridor Concept Study for the Tampa Bay-Central Florida Study Area that recommended the Florida Department of Transportation conduct a pilot Evaluation Study to address a regional connectivity gap between the Orlando International Airport and the southern Space Coast and to refine the proposed corridor planning process for future use; and

WHEREAS, the objectives of the pilot Evaluation Study include the identification of anticipated future development patterns in the Orlando/Space Coast area, comprised of portions of Brevard, Orange, and Osceola counties, and associated mobility and connectivity needs, as

CENTRAL FLORIDA EXPRESSWAY AUTHORITY





How Shall We Grow

(2007)

The 4 C’S:



Countryside



Conservation



Centers



Corridors

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

East Central Florida Corridor Task Force

(2013/2014)

Figure ES.2 Recommended Study Areas for New East-West Transportation Corridors

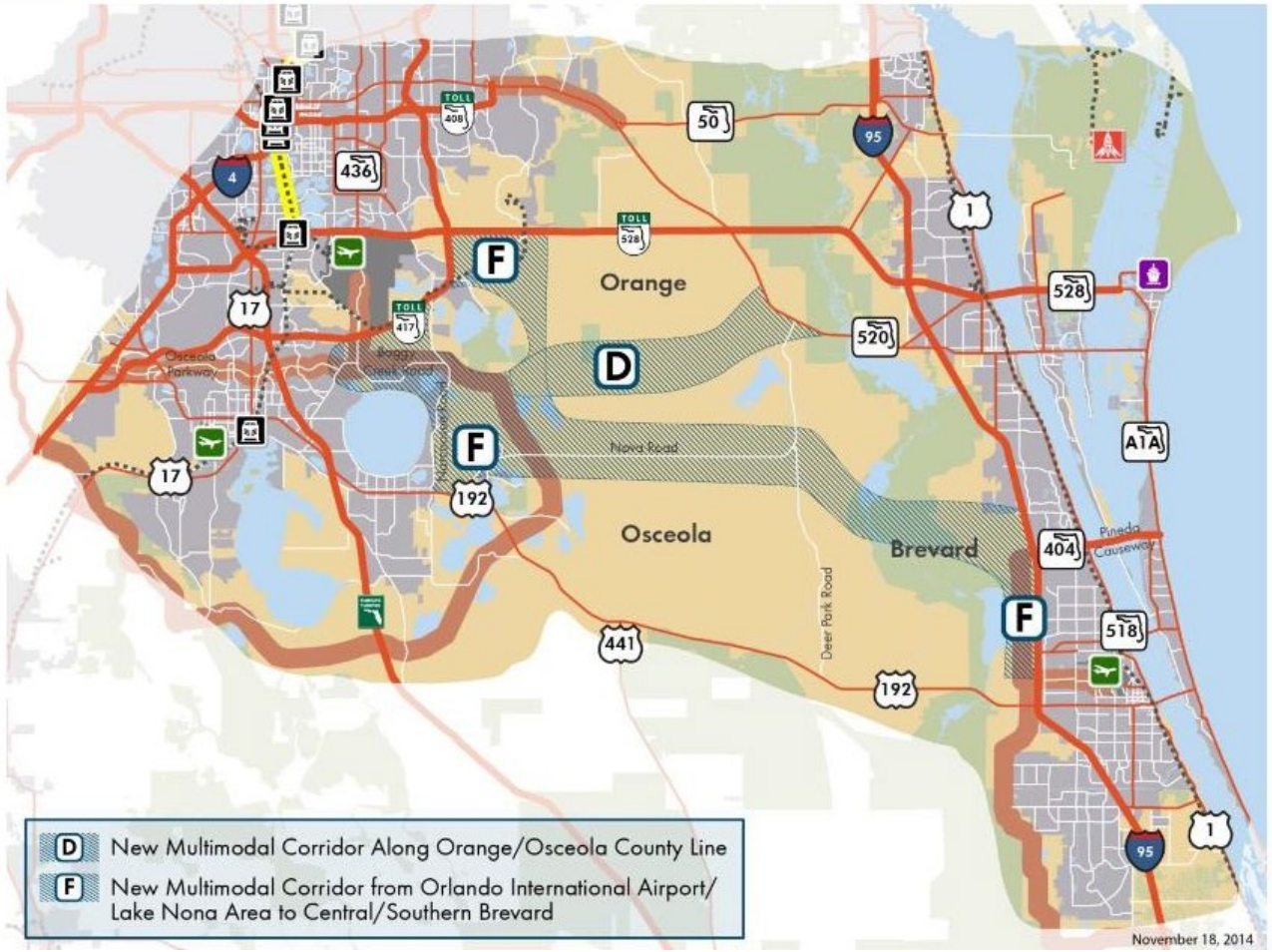
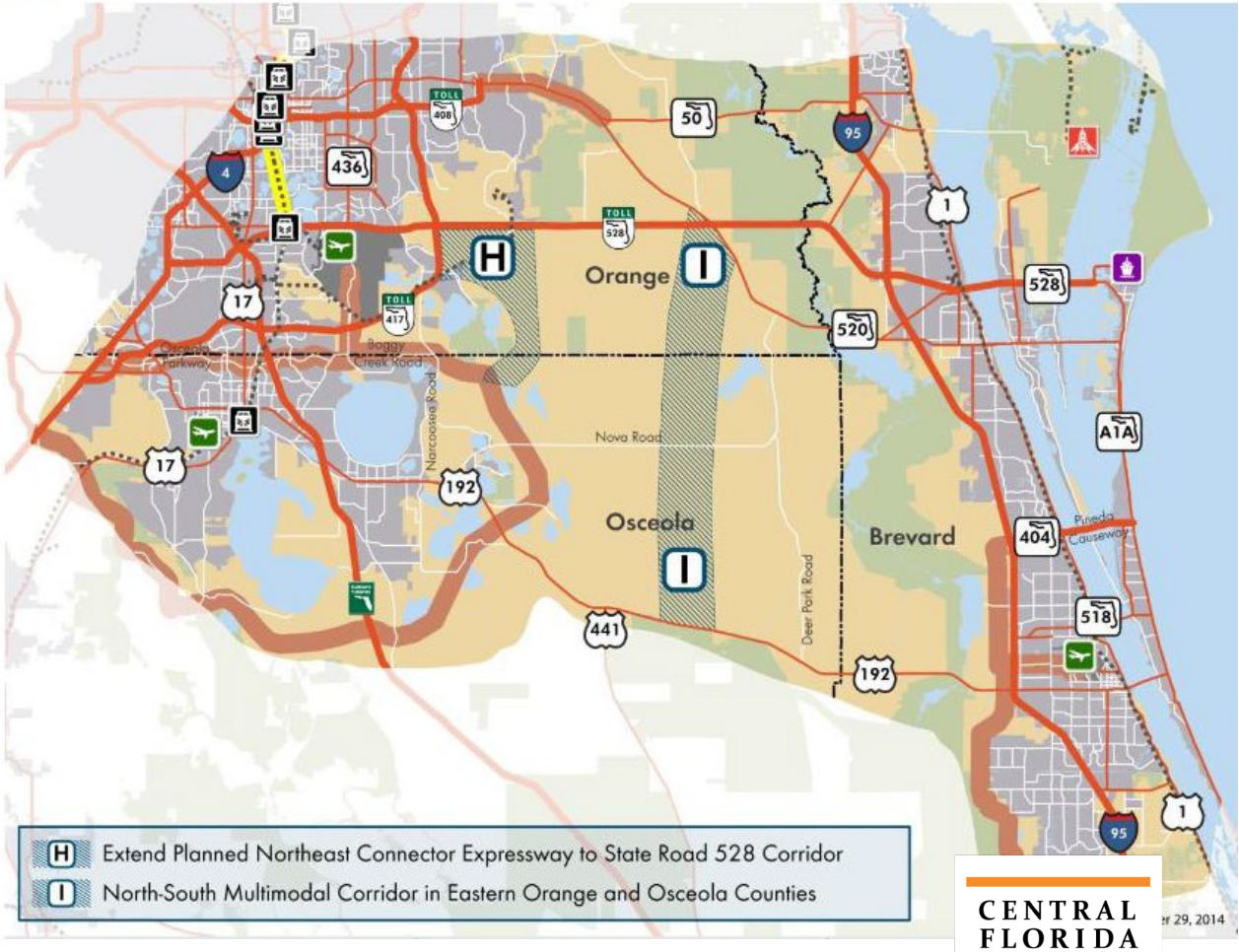


Figure ES.3 Recommended Study Areas for New North-South Transportation Corridors



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Southern Beltway

(2010 - 2018)

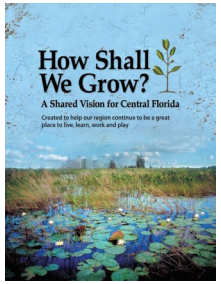
OSCEOLA COUNTY EXPRESSWAY AUTHORITY



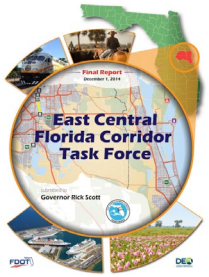
CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CFX Incorporation

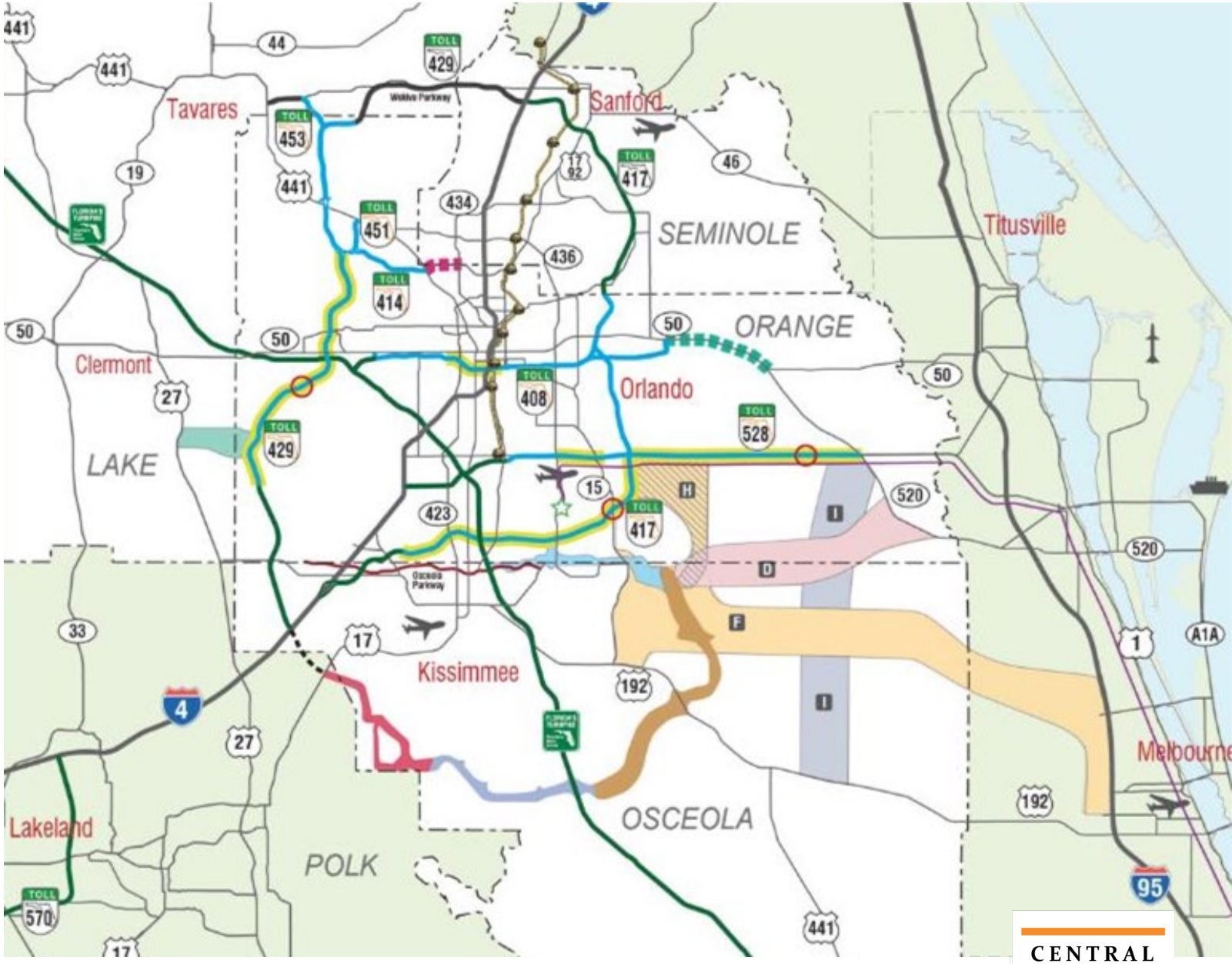
(2016)



OSCEOLA COUNTY EXPRESSWAY AUTHORITY



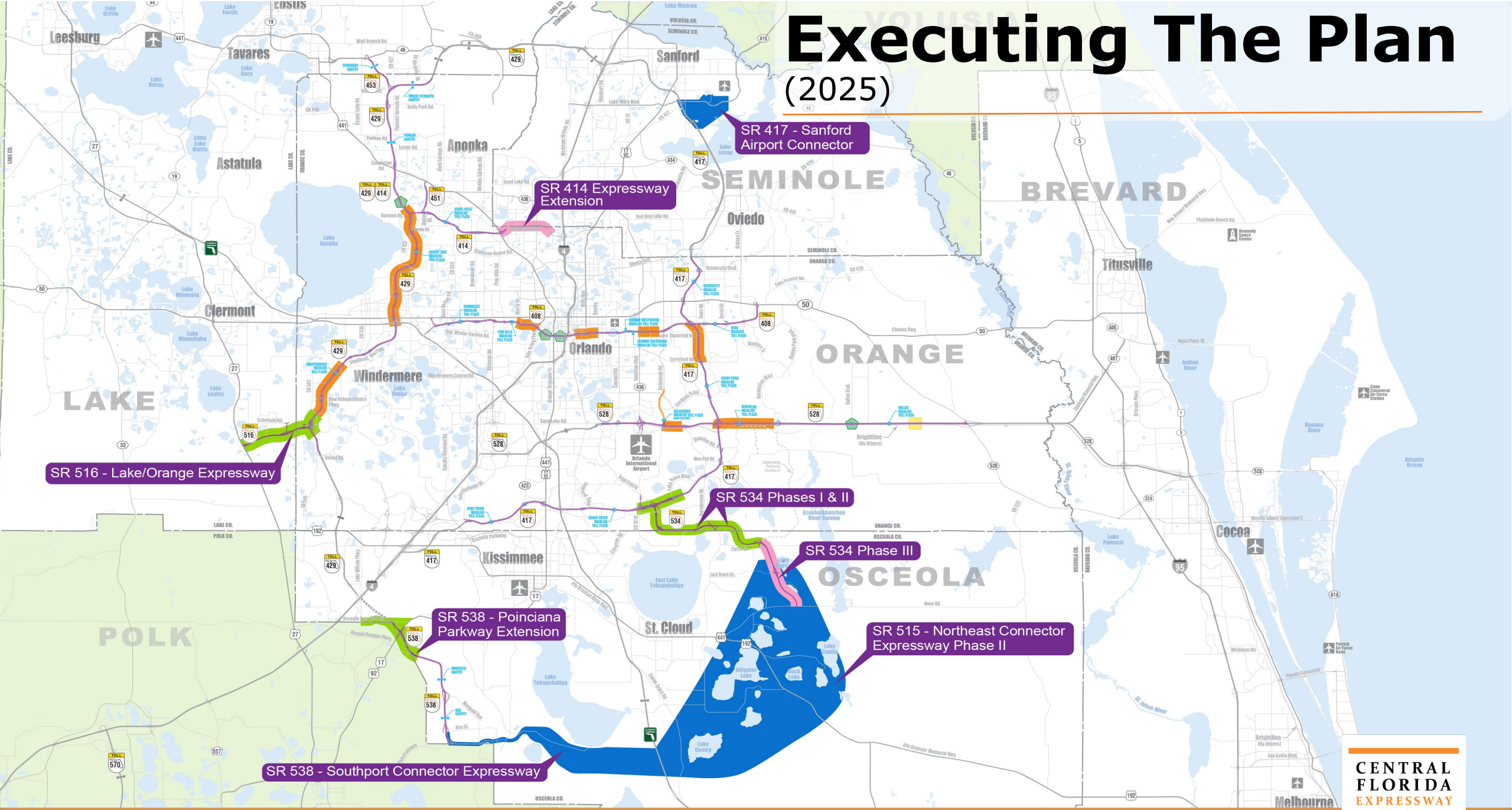
CENTRAL FLORIDA EXPRESSWAY AUTHORITY



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Executing The Plan

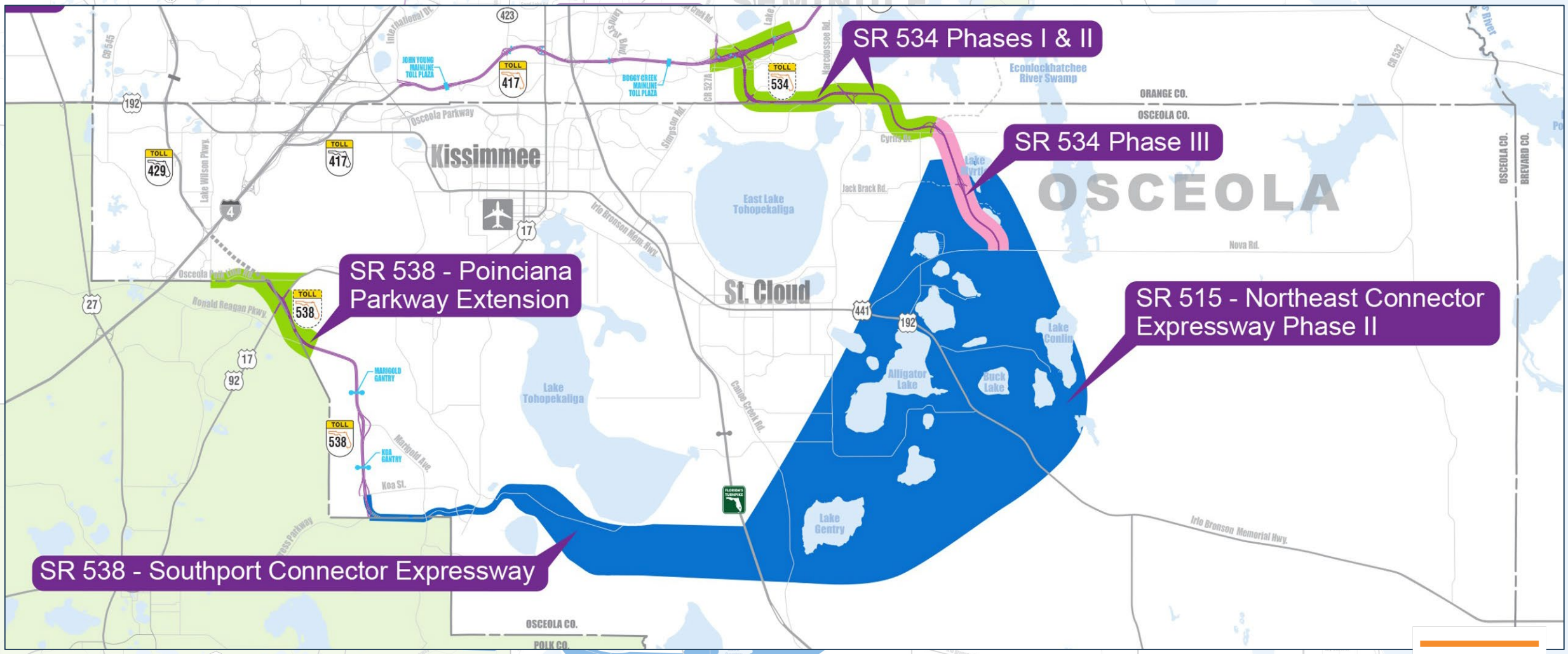
(2025)



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Executing The Plan

(2025)



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"Good business leaders create a vision, articulate the vision, passionately own the vision, and relentlessly drive it to completion."
- Jack Welch
Former Chairman & CEO of General Electric
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Southport Connector Expressway
Project Development & Environment (PD&E) Study

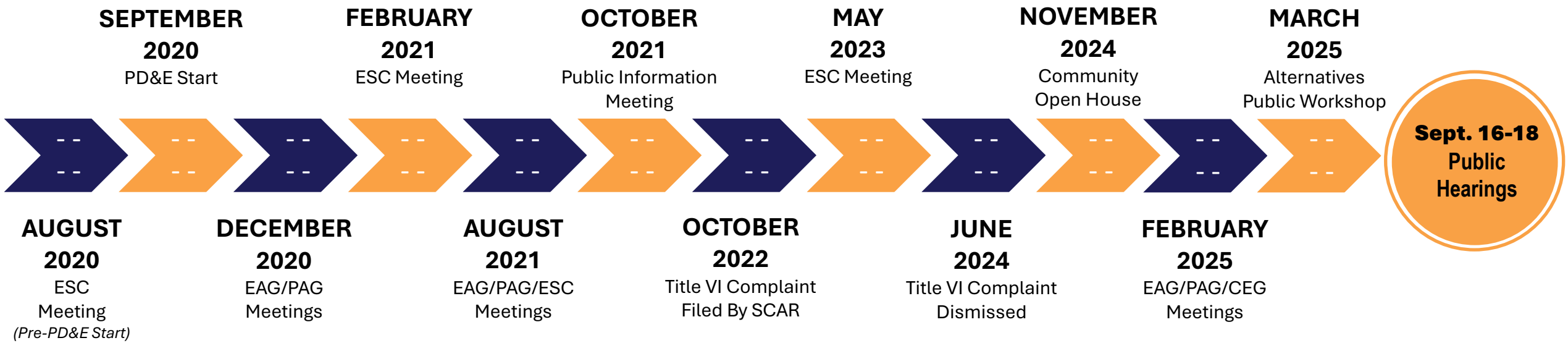
Will Hawthorne, PE | Director of Transportation Planning & Policy
Kelsey Lucas, PE | RS&H, Inc.

August 14, 2025

CFX EXPANSION PROJECTS
OSCEOLA COUNTY



PD&E Study Timeline



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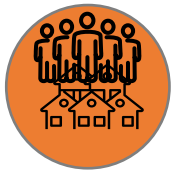
Purpose and Need



Provide Regional Connectivity



Support Socioeconomic Growth and Planned Development



Address Anticipated Future Traffic Needs



Provide multimodal opportunities



Maintain consistency with Transportation Plans



Enhance Evacuation and Emergency Response

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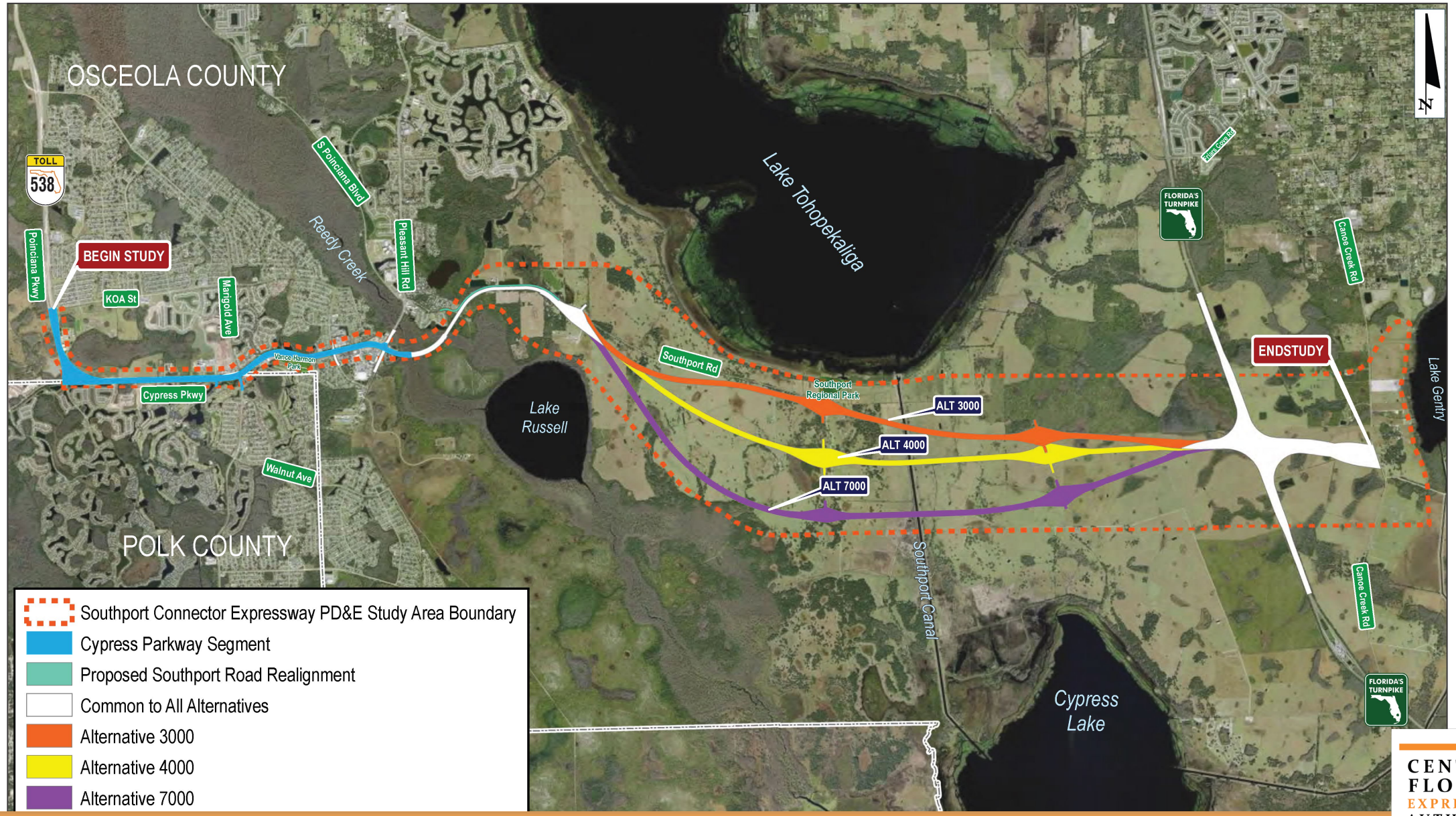
PD&E Study Alternatives



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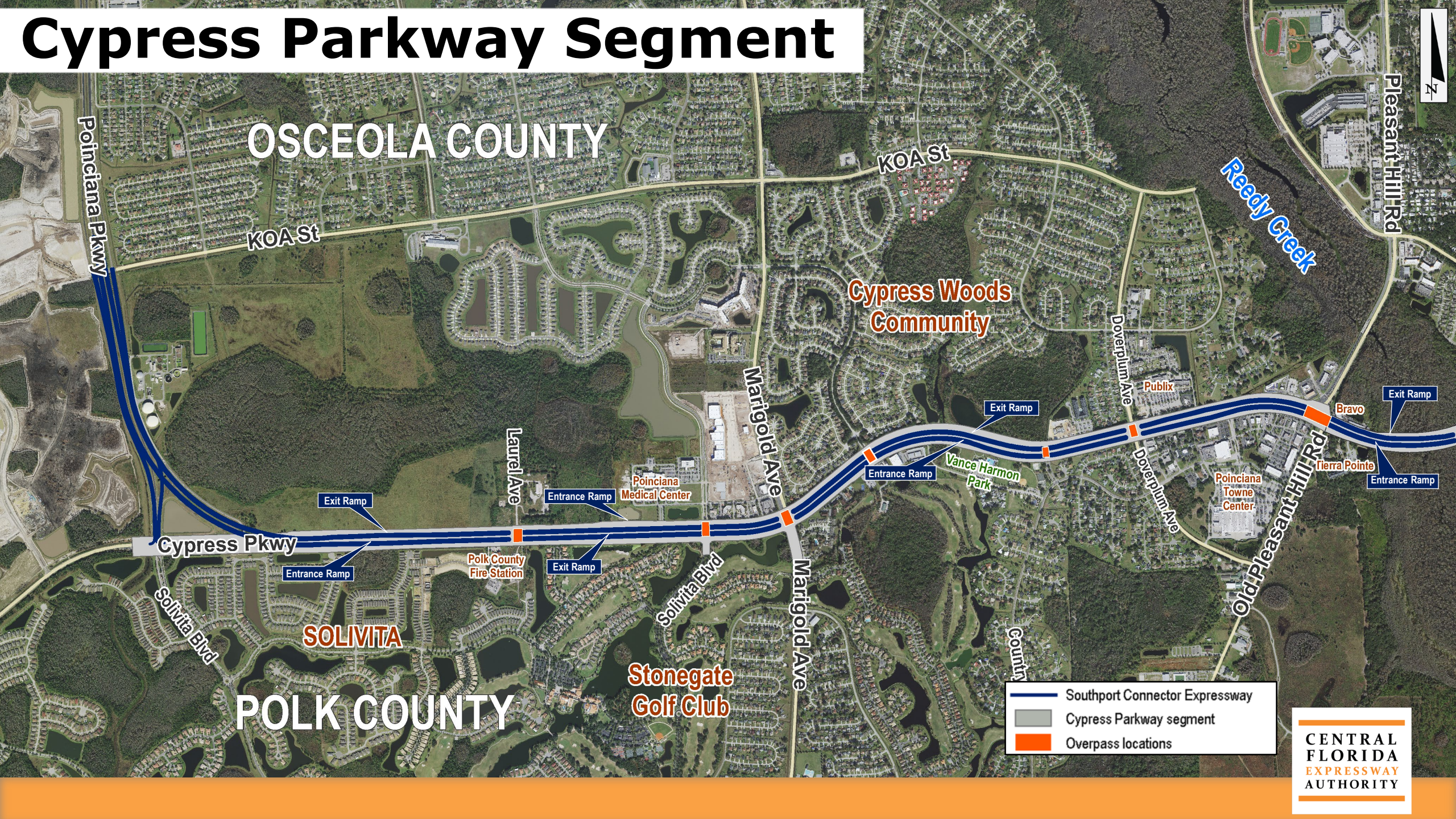
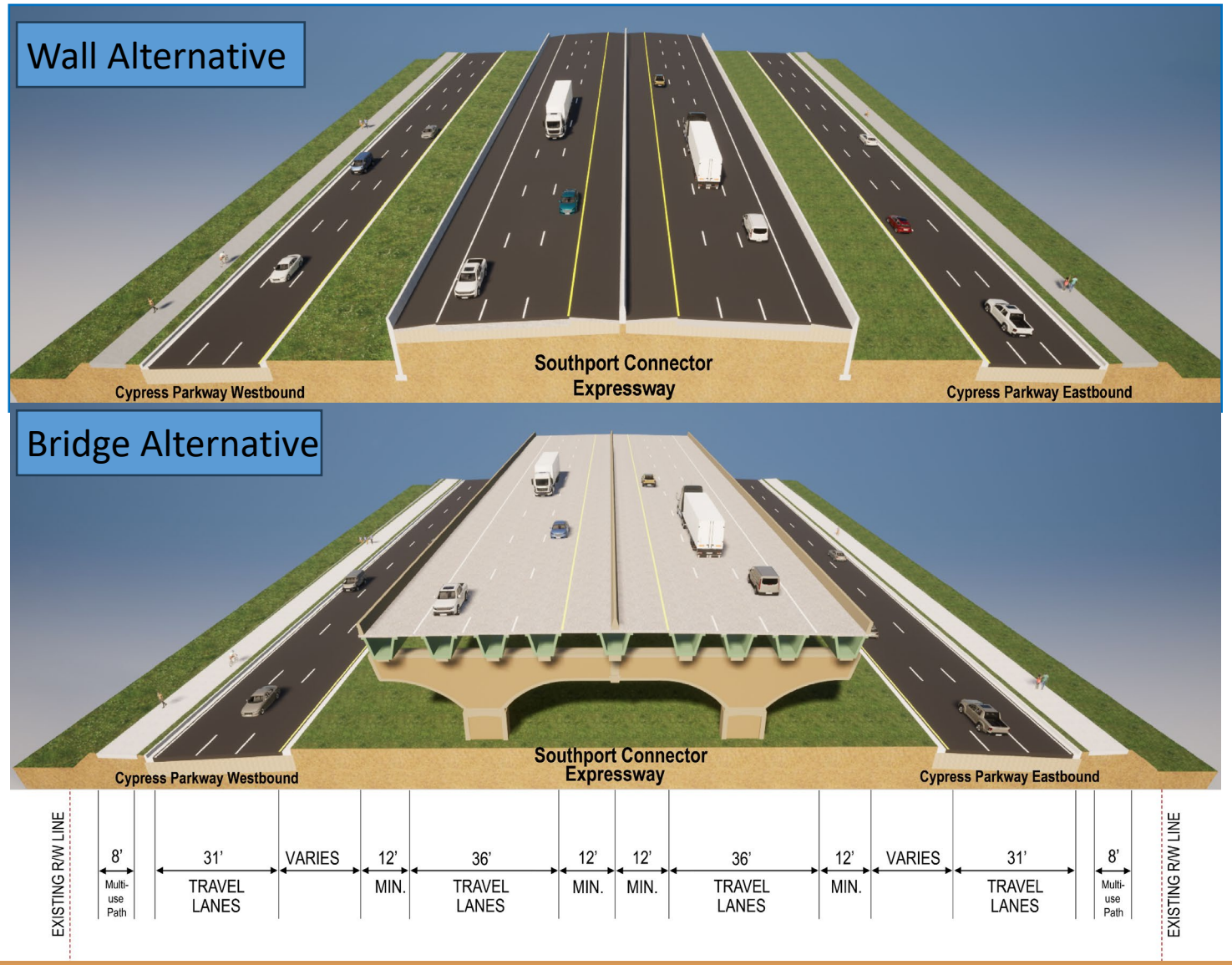
Cypress Parkway Segment



Typical Section: Cypress Parkway – Alternatives



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Alternatives Impact Comparison Matrix – Cypress Parkway Segment

Evaluation Criteria	Unit of Measure	Alternative		
		Wall	Bridge	Hybrid
Design				
Description - *Southport Connector Expressway typical section includes 6-lanes* - *Cypress Parkway typical section includes 6-lanes and multi-use path*	Description	Expressway constructed on wall from Poinciana Parkway to east of Pleasant Hill Road.	Expressway constructed on bridge structure from Poinciana Parkway to east of Pleasant Hill Road.	Expressway constructed on wall from Poinciana Parkway to Marigold Avenue then on bridge structure from Marigold Avenue to east of Pleasant Hill Road.
Alternative Length (approximate)	Miles	4.8	4.8	4.8
Proposed Right-of-Way Width	Feet	300-310	300-310	300-310
Average Height of Expressway	Feet	20	26	21
Traffic Operations				
Projected 2050 Annual Average Daily Traffic (AADT) (Cypress Drive to Old Pleasant Hill Road)	Total vehicles	62,100	62,100	62,100
Preliminary Project Construction Cost	Currency in millions	**$525**	**$1,113**	**$880**

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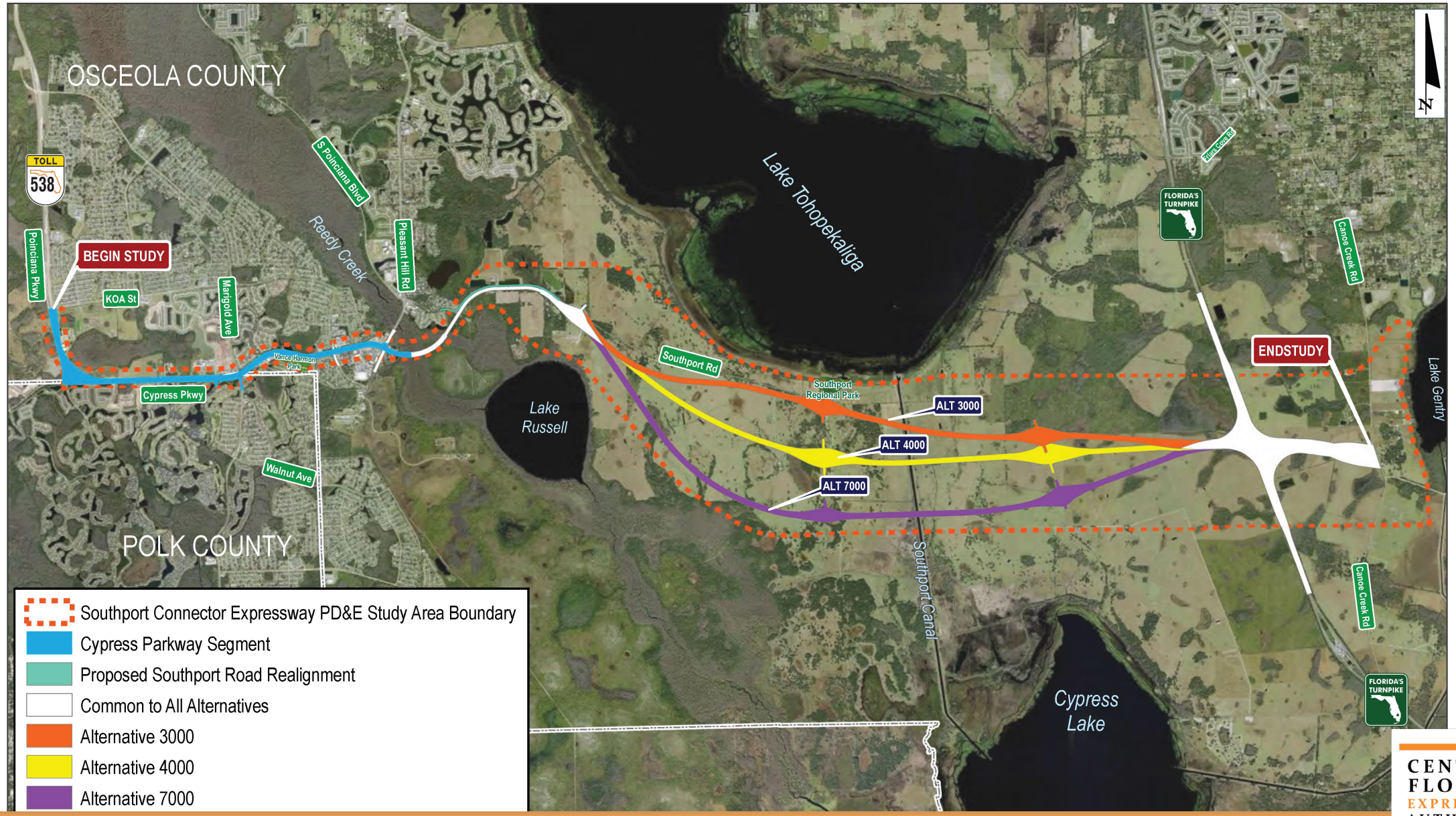
PD&E Study Alternatives



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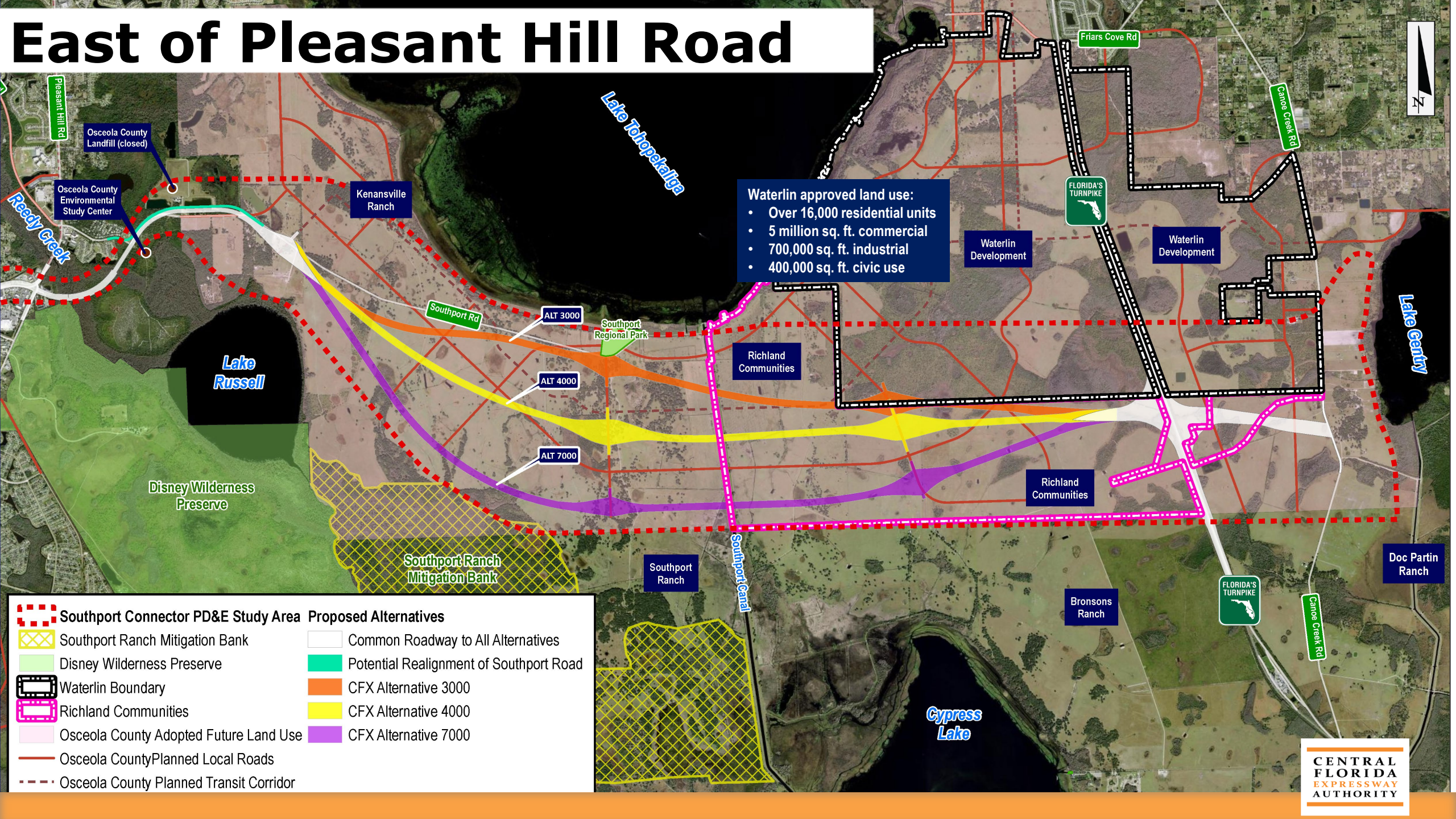
East of Pleasant Hill Road



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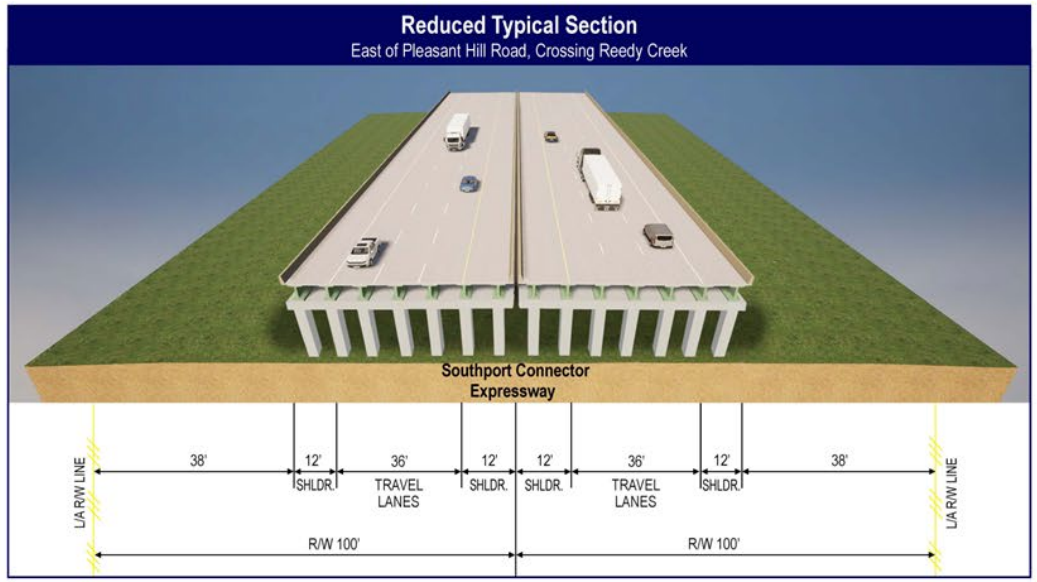
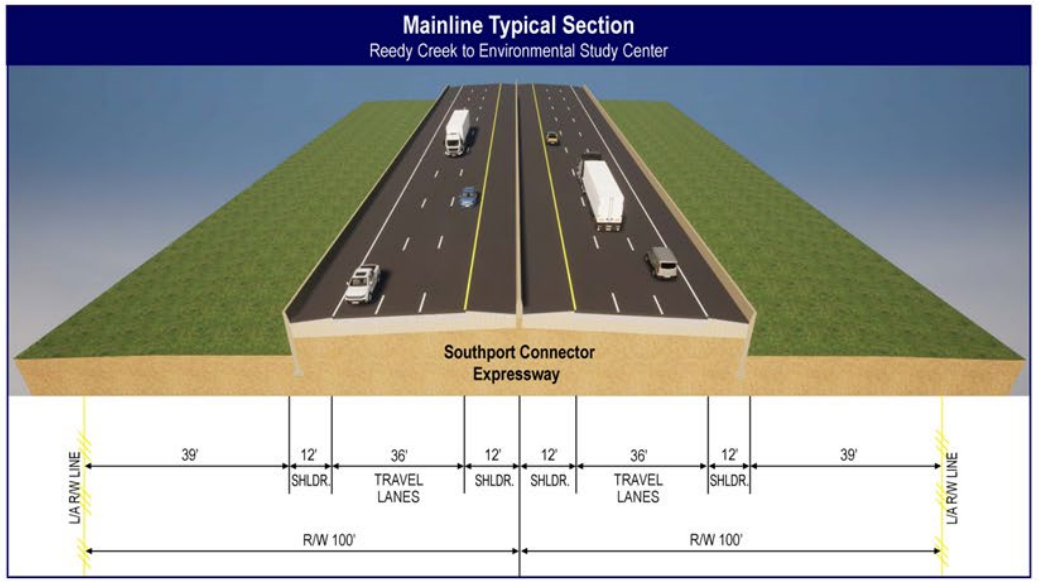
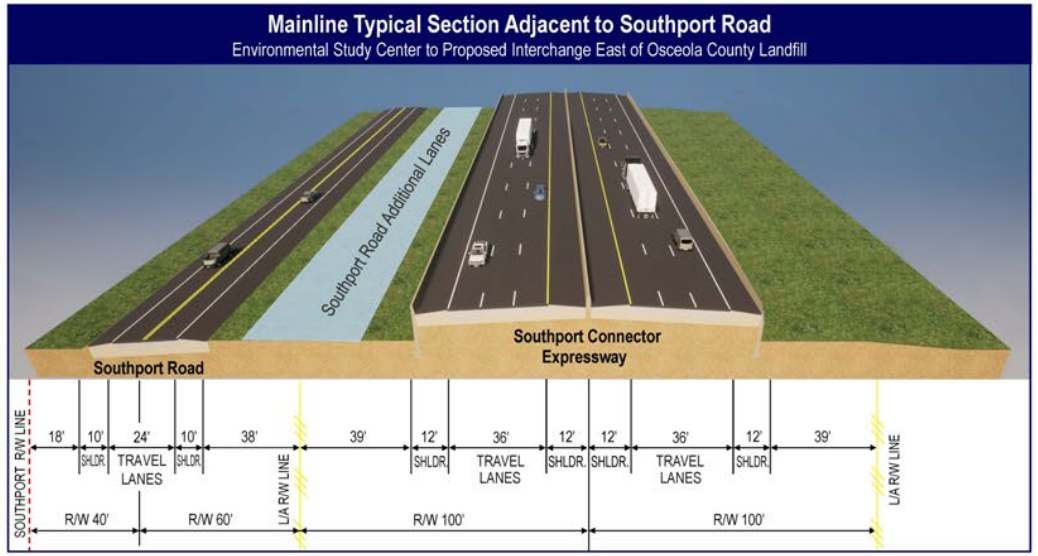
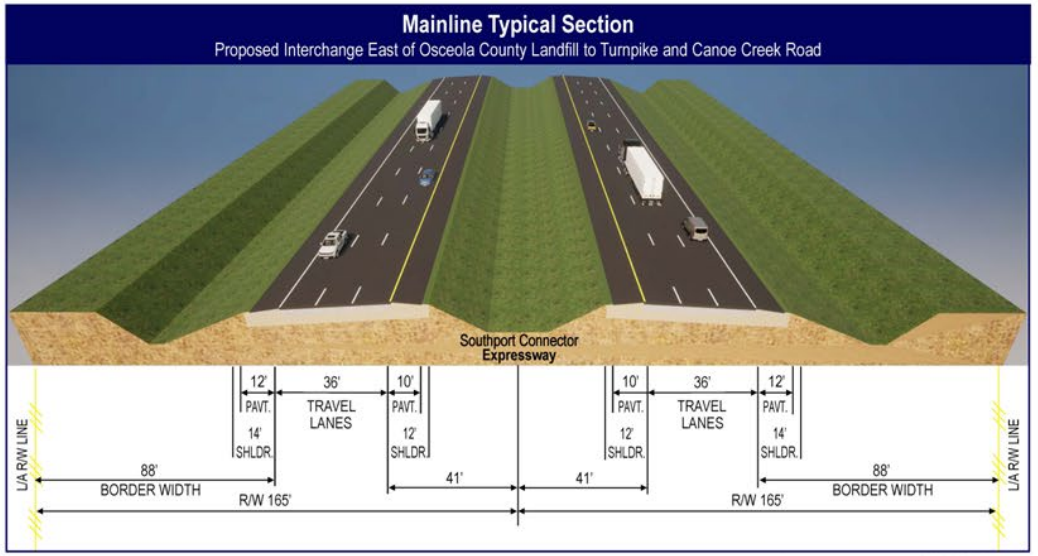
Typical Sections East of Pleasant Hill Road









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Alternatives Impact Comparison Matrix - East of Pleasant Hill Road

Evaluation Criteria	Unit of Measure	Alternative 3000	Alternative 4000	Alternative 7000
Design				
Alternative Length (approximate)	Miles	11.6	11.8	12.4
Proposed Right-of-Way Width (general: varies at interchanges and environmentally sensitive areas)	Feet	330	330	330
Proposed Bridges - total structures per alternative	Structures	23	21	17
Total length of all structures	Feet	10,707	10,340	8,575
Proposed Interchanges (includes Florida's Turnpike)	Number	4	4	4
Projected 2050 Annual Average Daily Traffic (AADT) (interchange west of Florida's Turnpike to Florida's Turnpike)	Vehicles	72,100	72,100	72,100
Preliminary Project Construction Cost	Currency in millions	**$1,132**	**$1,122**	**$1,089**

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Advisory Group Feedback

Environmental Stewardship Committee (ESC)

- Opportunity for linear parks under bridge portion of expressway on Cypress Parkway segment
- Concern for remnant properties
- Analyze potential indirect effects to conservation lands from proposed interchange “A” west of Southport Canal
- Consider elevating mainline west of canal due to flooding issues
- Consider purchase of land west of the canal for conservation
- Explore mitigation measures to allow prescribed burns to continue

Project Advisory Group (PAG)

- Accommodate traffic and access
- Potential utility impacts
- Interchange spacing along Turnpike
- Timing of development south of Lake Toho
- Potential to adjust alignment in the vicinity of Richland Communities



Environmental Advisory Group (EAG)

- Proximity to conservation areas
- Consider and evaluate smoke dispersal areas
- Preserve conservation lands
- Continue to analyze wildlife permeability options
- Viewshed considerations north of Lake Russell
- Consider noise abatement measures along Southport corridor

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Stakeholder and Public Input

Stakeholder Input



- Interagency meetings with local, state and regulatory agencies
- Community input from leaders, landowners and emergency services
- SR 515 Northeast Connector Phase 2 PD&E Study Team

Community Engagement



- Hundreds of community members engaged at businesses, public meetings and workshop
- Expressed support for both alternatives along Cypress Parkway and alternative within urban growth boundary connecting to Florida's Turnpike

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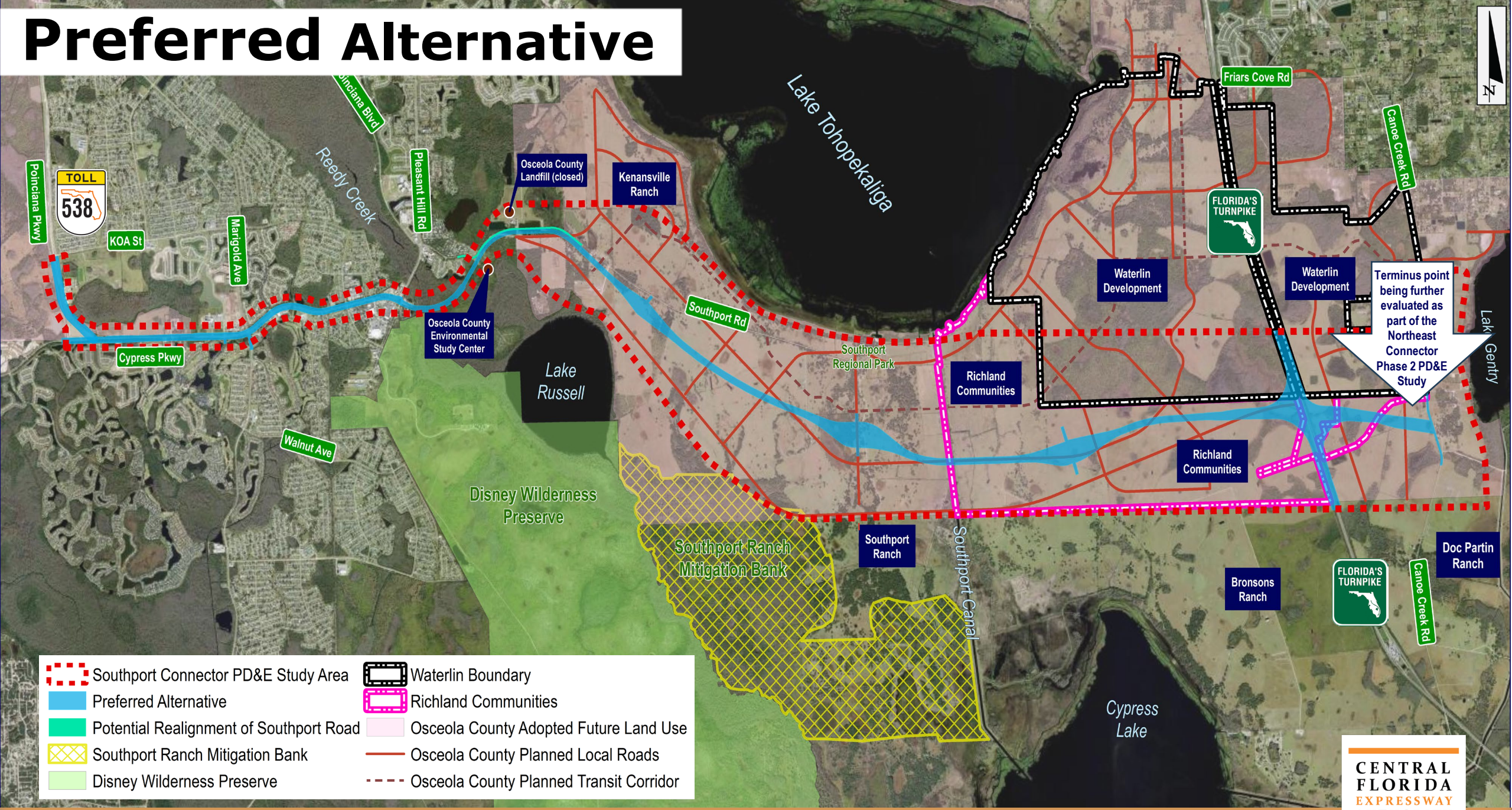
Preferred Alternative



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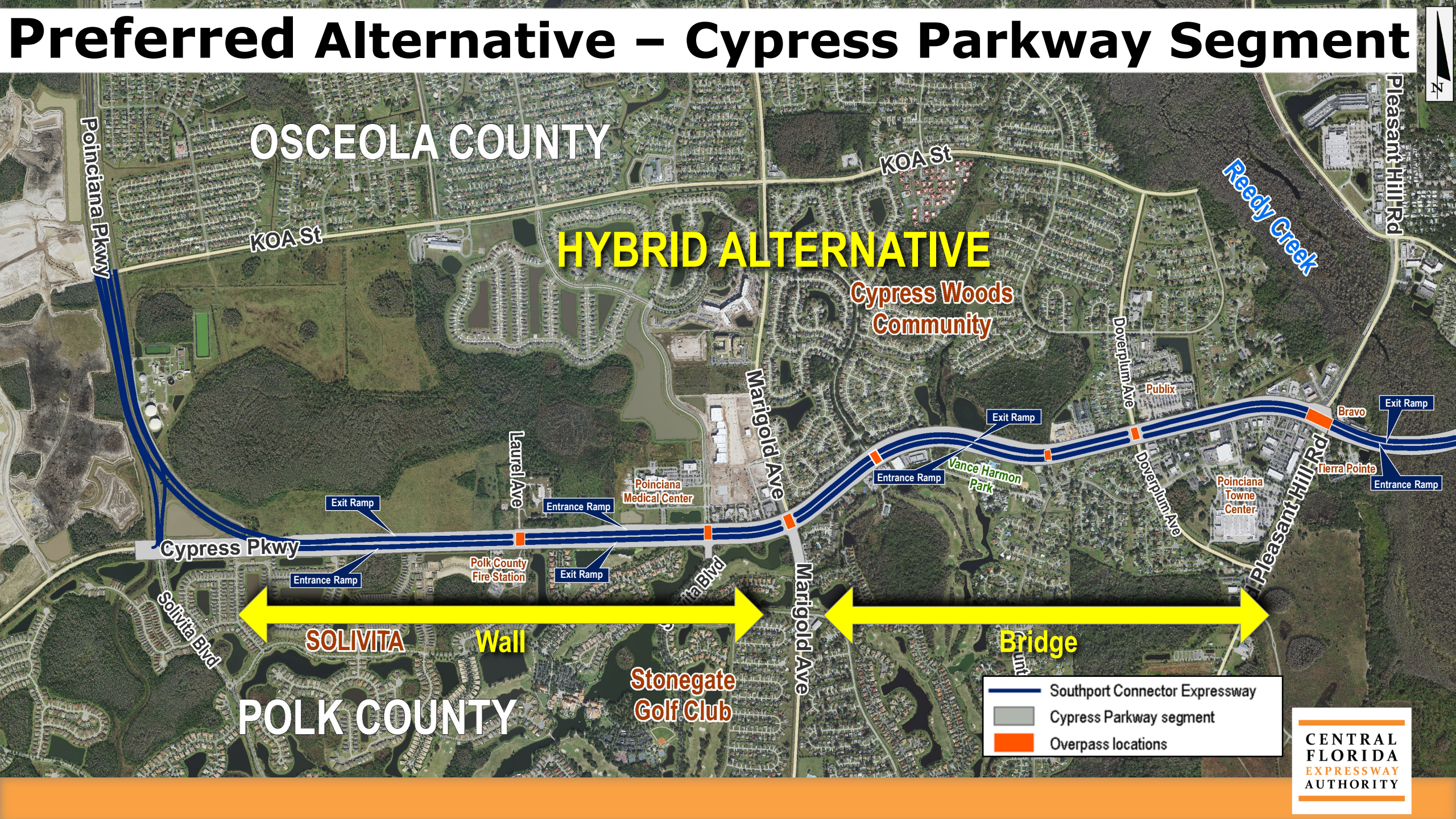
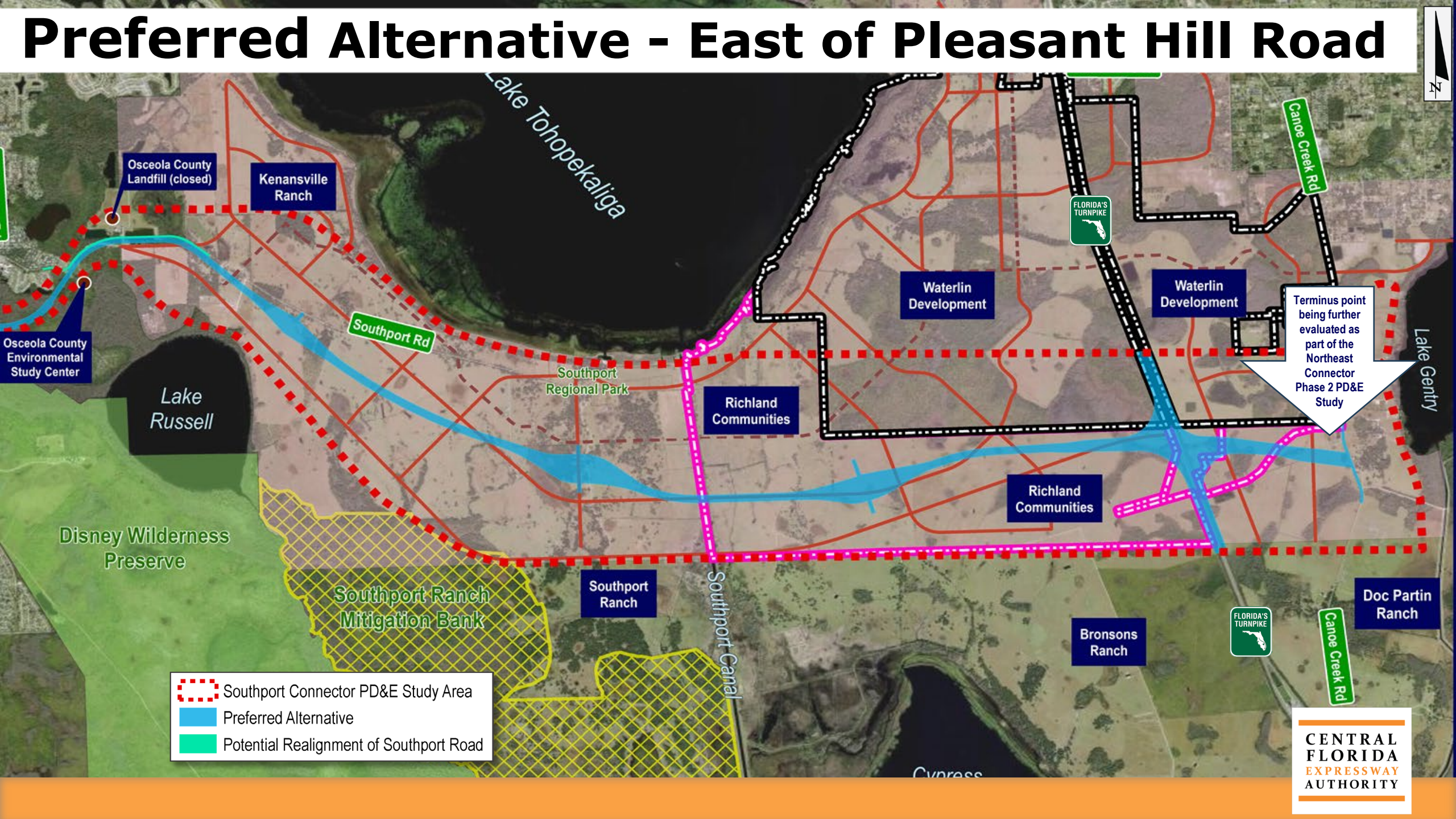
Preferred Alternative – Cypress Parkway Segment



Preferred Alternative - East of Pleasant Hill Road





Project Benefits

- Regional connectivity
- Provides additional access and local congestion relief for Poinciana residents
- Enhances safety and emergency response times
- Significant travel time savings

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Project Schedule/Next Steps



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Upcoming Public Hearing



In person:

- Osceola County
  - Tuesday, September 16th
  - 5:30 p.m. – 7:30 p.m.
  - Liberty High School
- Polk County
  - Thursday, September 18th
  - 5:30 p.m. – 7:30 p.m.
  - Anthony DePalma Event Center and Poinciana Community Center

Virtual

- Wednesday, September 17th
  - 5:30 p.m. – 7:00 p.m.

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Maintenance Update

Don Budnovich, PE | Director of Maintenance

August 14, 2025







Maintenance Update

- 24/7 Operation
- Roadway and Bridge Asset Maintenance
- Landscape Maintenance
- Facilities Maintenance
- Miscellaneous Asset Maintenance

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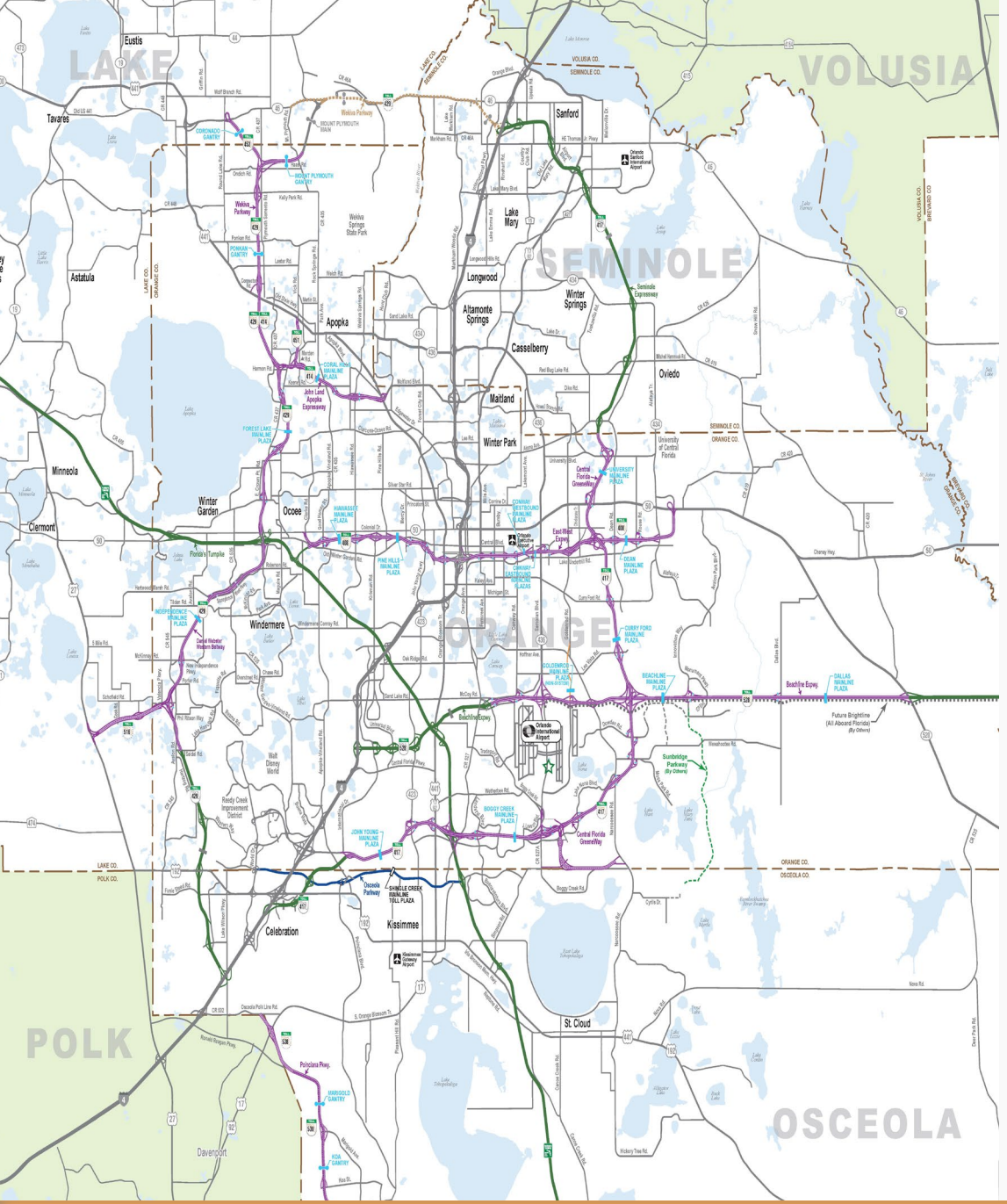

CFX Infrastructure

- 125 Centerline Miles
- 366 Bridge Structures
- 4,000 Acres of grassed areas
- 739 Overhead Sign Structures
- 4,500 Roadway Signs
- 10,050 Highway Lights

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Roadway and Bridge Asset Maintenance





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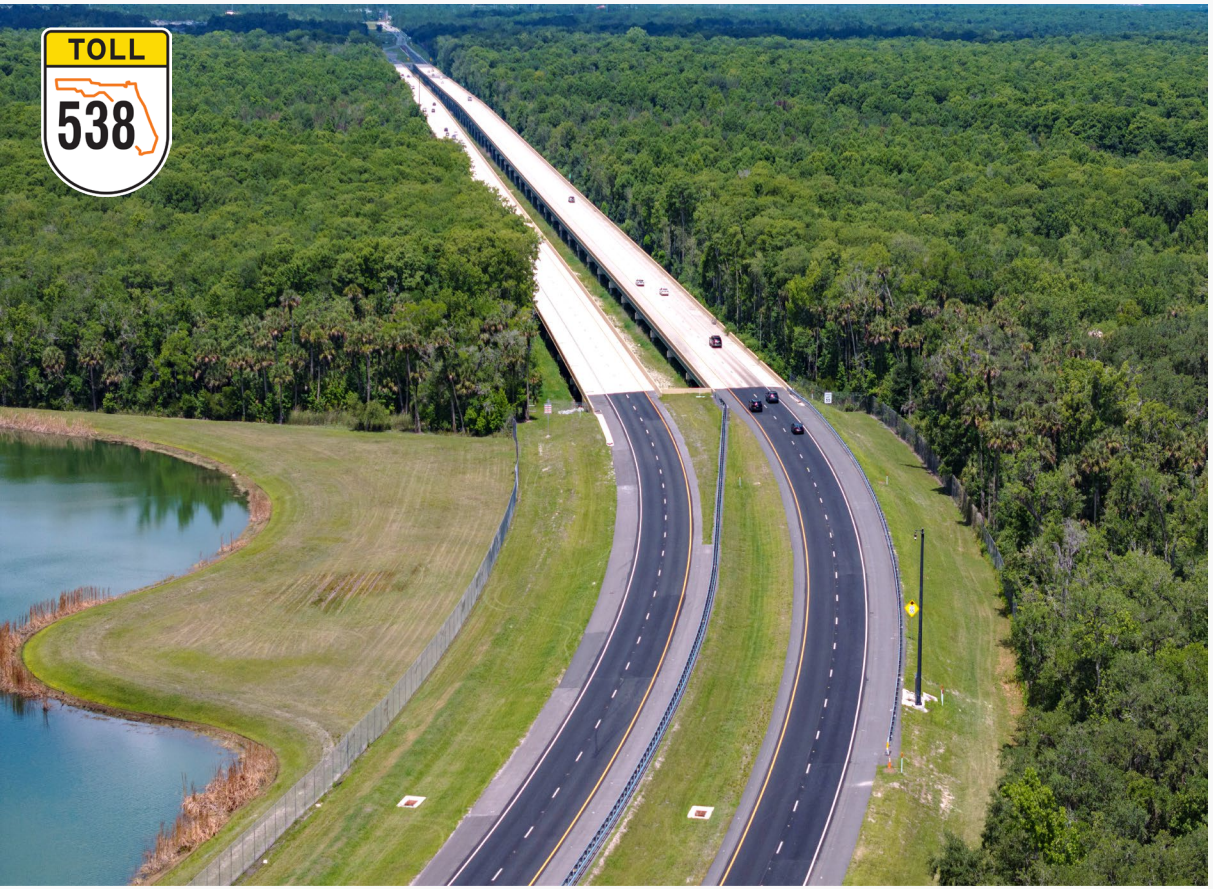
Roadway and Bridge Maintenance





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Other Maintenance Items

Traffic Signals



Bridge Structure Inspections



Road Ranger Program



Sign Structure Inspections



Right of Way Permit Inspections



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Landscape Maintenance







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Facilities Maintenance

Headquarters Building



Plazas & Gantries



E-PASS Service Center



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Flex Lane Support

- Enhanced system-wide litter patrol
- Increased weekly shoulder sweeping schedule and prior to use for traffic management
- Coordination between Road Rangers, CFX contractor and Regional Transportation Management Center (RTMC) during incident response



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Impact Detection Sensors



105 Sensors Placed on Attenuators



30 Sensors Placed on Cable Guardrail

How it Works:

- Sensor device alerts when an impact occurs via cellular modem
- Real-time alerts via e-mail and text
- Monitored via cloud-based dashboard

The Results (1/1/25 to 7/18/25):

- 19 attenuator impacts detected
- 34 cable barrier impacts detected

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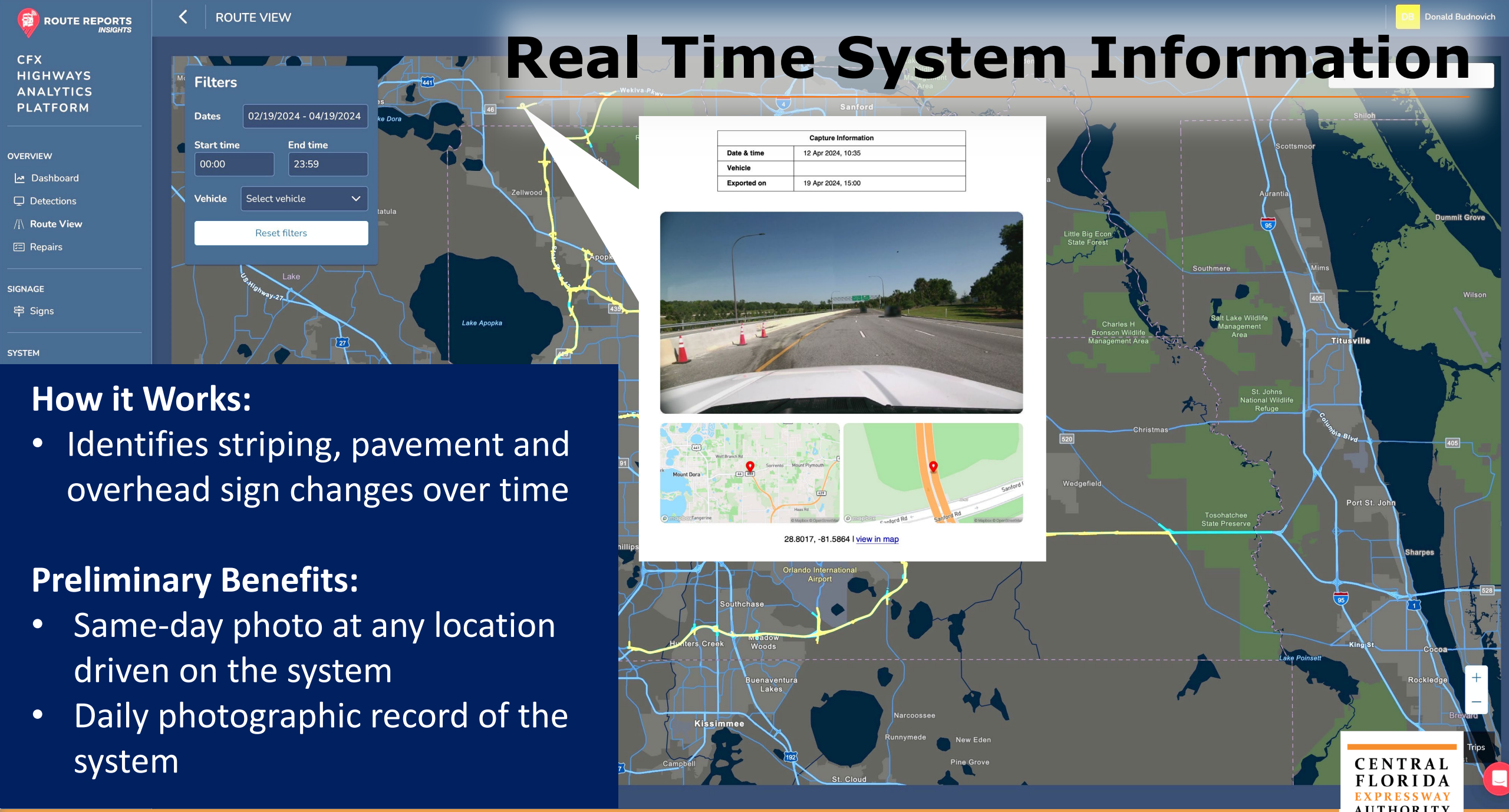
Real Time System Information



How it Works:

- Identifies striping, pavement and overhead sign changes over time

Preliminary Benefits:

- Same-day photo at any location driven on the system
- Daily photographic record of the system

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