AGENDA
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
BOARD MEETING
February 12, 2026
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 Section 2.14, CFX Code, 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 DECEMBER 11, 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. **BOARD OFFICER ELECTIONS** – *Christiopher "C.J." Maier, Chairman* (action item)

2. **TRANSPORTATION BOARD APPOINTMENTS** – *Chairman* (action item)
   - TEAMFlorida Representative
   - MetroPlan Orlando Representative and Alternate
   - Lake-Sumter Metropolitan Planning Organization Representative
   - Space Coast Transportation Planning Organization Representative

(CONTINUED ON NEXT PAGE)

3. **SR 534: PLANNING & BUILDING THE SOUTHERN BELTWAY** - *Glenn Pressimone, Chief of Infrastructure* (info item)

4. **SR 417 SANFORD AIRPORT CONNECTOR PROJECT INTERLOCAL AGREEMENT** – *Glenn Pressimone, Chief of Infrastructure* (action item)

5. **CONTRACT AWARD TO PRINCE CONTRACTING, LLC FOR THE SR 516 LAKE/ORANGE EXPRESSWAY PROJECT, SECTION 516-237 FROM COOK ROAD TO LAKE/ORANGE COUNTY LINE –** *David Falk, Director of Engineering* (action item)

G. BOARD MEMBER COMMENT

H. ADJOURNMENT

This meeting is open to the public.

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

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

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

C.

APPROVAL OF BOARD MEETING MINUTES

MINUTES
BOARD MEETING
December 11, 2025

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

DRAFT

A. CALL TO ORDER

The meeting was called to order at approximately 9:03 a.m. by Chairman Maier.

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

Board Member Not Present:
Rick Pullum, Gubernatorial Appointment

Staff Present at Dais:
Michelle Maikisch, Executive Director
Mimi Lamaute, Manager of Board Services/Board Recording Secretary
Cristina T. Berrios, General Counsel

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

B. PUBLIC COMMENT

- **Public Comment (Written):** There were no written public comments received by the deadline.

- **Public Comments (In-Person):** The following members of the public commented:
  - George Arnold, Southport Connector Expressway Project PD&E Study
  - Janet Bowman, Southport Connector Expressway Project PD&E Study
  - Gordon Greene, Business Opportunities Policy
  - Jay Jarvis, Southport Connector Expressway Project PD&E Study
  - Yassi Myers, Business Opportunities Policy

C. APPROVAL OF OCTOBER 9, 2025 BOARD MEETING MINUTES

A motion was made by Mayor Demings and seconded by Mayor Dyer to approve the October 9, 2025 Board Meeting minutes as presented. The motion carried unanimously with all nine (9) Board Members in attendance voting AYE by voice vote. One (1) Board Member, Mr. Pullum, was not present.

D. APPROVAL OF CONSENT AGENDA

The Consent Agenda was presented for approval as follows:

CONSTRUCTION

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

Project 417-150	Sacyr Construccion, SA, Inc.	$ 19,750.04
Project 429-152	Prince Contracting, LLC	$ 875,960.05
Project 528-168	Hubbard Construction Company	$ 881,136.46
Project 528-769	The Middlesex Corporation	$ 141,027.90
Project 528-778	M & J Construction Company of Pinellas County, Inc.	($ 38,570.70)
Project 599-669	Chinchor Electric, Inc.	($ 310,537.91)
Project 800-904	Hubbard Construction Company	($ 175,082.79)

2. Approval of Contract Award to Greenman-Pedersen, Inc. for Systemwide Coatings Consultant Services,
   Contract No. SCON-10000401 (Agreement Value: $2,000,000.00)

3. Approval of First Contract Renewal with Hill International, Inc. for Construction Management Consultant Services, Contract No. SCON-10000380 (Agreement Value: $1,500,000.00)

4. Approval of Payment to Hubbard Construction Company for a Material Price Index Adjustment for SR 417 Widening from International Drive to John Young Parkway, Project No. 417-141 (Agreement Value: $955,182.30)

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5. 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: $415,118.18)

ENGINEERING

6. Approval of Supplemental Agreement No. 6 with WGI, Inc. for Design Consultant Services for Poinciana Parkway Extension (Segment 1), Project No. 538-234, Contract No. SCON-10000067 (Agreement Value: $220,047.31)

7. Approval of Supplemental Agreement No. 8 with G-A-I Consultants, Inc. for Design Consultant Services for Poinciana Parkway Extension (Segment 2), Project No. 538-235, Contract No. SCON-10000068 (Agreement Value: $38,464.65)

8. Approval of Supplemental Agreement No. 7 with HDR Engineering, Inc. for Design Services for SR 516 Lake/Orange Expressway (Segment 1), Project No. 516-236, Contract No. SCON-10000074 (Agreement Value: $1,879,874.65)

9. Approval of Supplemental Agreement No. 7 with BCC Engineering, LLC for Design Consultant Services for SR 516 Lake/Orange Expressway (Segment 2), Project No. 516-237, Contract No. SCON-10000077 (Agreement Value: $2,182,196.22)

10. Approval of Supplemental Agreement No. 2 with Avant Engineering Group, LLC for Miscellaneous Design Consultant Services, Contract No. SCON-10000115 (SSBE) (Agreement Value: $500,000.00)

11. Approval of Supplemental Agreement No. 1 with Protean Design Group, Inc. for Miscellaneous Design Consultant Services, Contract No. SCON-10000116 (SSBE) (Agreement Value: $500,000.00)

12. Approval of Contract Award to J. Mori Painting Inc. for SR 414 Concrete Coatings, Project No. 414-781, Contract No. SCON-10000403 (Agreement Value: $2,572,285.58)

13. Approval of Mitigation Credit Purchases with Bullfrog Bay Mitigation Bank d/b/a EIP IV Bullfrog Bay, LLC for SR 534 from Laureate Blvd. to East of Jim Branch Creek, Project No. 534-242 (Agreement Value: not-to-exceed $420,000.00)

14. Approval of Mitigation Credit Purchases with Lake X Mitigation Bank d/b/a Kenneth Kirchman Foundation, Inc. for SR 534 from Laureate Blvd. to East of Jim Branch Creek, Project No. 534-242 (Agreement Value: not-to-exceed $4,348,500.00)

LEGAL

15. Approval of Agreement with Dinsmore & Shohl, LLC for Legal Services, Contract No. SCON-10000399 (Agreement Value: $200,000.00)

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16. Approval of the Mediated Settlement Agreement between CFX and Osceola Polk Line, LLC, in the matter of CFX v. Bayat International Real Estate, LLC, et al., regarding SR 538 Poinciana Parkway Extension Project, Segment 538-235A, Parcels 53-450 A, B & C

17. Approval of the Interlocal Agreement between CFX and City of Orlando, Florida, regarding the SR 408 Eastbound Lane Addition from Orange Blossom Trail (US 441) to I-4 and SR 408 Tampa Avenue Interchange Projects, Segments 408-315 and 408-315A

18. Approval of the Joint Project Agreements between CFX and Orlando Utilities Commission for the Construction of Replacement Utilities and Utility Improvements regarding the SR 408 Eastbound Lane Addition from Orange Blossom Trail (US 441) to I-4 Project, Segment 408-315A and the Construction of Replacement Utilities regarding the SR 408 Tampa Avenue Interchange Project, Segment 408-315

19. Approval of the Property Exchange Agreement between CFX and Tusk Properties, LLC, regarding the SR 414 John Land Apopka Expressway Project, Segment 414-210B

20. Approval of the Interlocal Agreement between CFX and the City of Apopka, Florida, regarding the SR 429 Binion Road Interchange Project, Segment 429-309

21. Approval of the Settlement Agreement between CFX and TGI, Inc. The Goads International, in the matter of CFX v. TGI, Inc. The Goads International, et al., regarding the SR 538 Poinciana Parkway Extension Project, Segment 538-235, Parcels 53-123A, 53-123B and 53-723

22. Approval of the Settlement and Real Estate Purchase Agreement between CFX and Roger F. Ruiz, Maritza Yesenia Ruiz, and Atlantis K, LLC, in the matter of CFX v. TGI, Inc. The Goads International, et al., regarding the SR 538 Poinciana Parkway Extension Project, Segment 538-235, Parcels 53-124 and 53-152

23. Approval of Amendment 2 to the Amended and Restated Joint Participation Agreement between Osceola County, Florida, and CFX for CR 532 (Osceola-Polk County Line Road) Widening from Old Lake Wilson Road to US 17/92 regarding the SR 538 Poinciana Parkway Extension Project, Segment 538-235

MAINTENANCE

24. Approval of Contract Award to Structural Technologies, LLC for SR 451 Ramp Bridge Bearing Improvements, Project No. 451-782, Contract No. SCON-10000400 (Agreement Value: $644,568.00)

25. Approval of Piggyback Agreement with John Brown & Sons, Inc., for Environmentally Sensitive Lands Vegetation Management Services, Contract No. SCON-10000393 (Agreement Value: $500,000.00)

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26. Approval of Fermaint Unlimited Painting, LLC as a Subcontractor to Infrastructure Asset Maintenance Services CF, LLC for Painting/Pressure Washing Services, Contract No. SCON-10000324

TECHNOLOGY/TOLL OPERATIONS

27. Approval of Purchase Order to Dasher Technologies, Inc. for the Infinity Toll Collection System Hardware Refresh, Project No. 599-570 (Agreement Value: not-to-exceed $6,350,000.00)

TRAFFIC OPERATIONS

28. Approval of Triune Infrastructure Group, LLC as a Subconsultant to AECOM Technical Services, Inc. for General Systems Consultant Services, Contract No. SCON-10000025

29. Approval of Task Order No. 3 with the University of Central Florida Board of Trustees under the Master Interlocal Agreement, Contract No. SCON-10000188 (Agreement Value: $303,017.00)

Commissioner Herr declared a voting conflict with Consent Agenda Item #9: Approval of Supplemental Agreement No. 7 with BCC Engineering, LLC, for Design Consultant Services for SR 516 Lake/Orange Expressway (Segment 2), Project No. 516-237, Contract No. SCON-10000077. Voting Conflict Form 8B is attached as **Exhibit "A."**

A motion was made by Commissioner Arrington and seconded by Mr. Martinez to approve the Consent Agenda with the exception of Item #9. The motion carried unanimously with all nine (9) Board Members in attendance voting AYE by voice vote. One (1) Board Member, Mr. Pullum, was not present.

A motion was made by Commissioner Delaney and seconded by Commissioner Moore to approve the Consent Agenda Item #9. The motion carried with eight (8) Board Members in attendance voting AYE by voice vote. One (1) Board Member, Commissioner Herr abstained from voting. One (1) Board Member, Mr. Pullum, was not in attendance.

E. REPORTS

1. CHAIRMAN'S REPORT

Chairman Maier reported on:

- He highlighted CFX's 2025 milestones.
- Chairman Maier thanked the Board for entrusting him as their 2025 CFX Board Chairman.

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2. TREASURER'S REPORT

Commissioner Herr reported that as of the end of October toll revenue was $239,000,000.00, which is slightly below projections by 1% and 4% above prior year.

Total operations, maintenance, and administrative expenses were $34,300,000.00 year-to-date, representing 24% of the annual budget.

After debt service, the total net revenue available for projects was $137,000,000.00.

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 invited Ms. Lisa Lumbard, Chief Financial Officer, to share the results of CFX's recent bond transactions.

- Ms. Maikisch shared that CFX was presented with the 2025 IBTTA Toll Excellence Award for safety for the Drive Smart Florida Campaign and shared a video. She thanked Commissioner Herr, for her challenge to the team, which helped shape this initiative and reinforce our commitment to safety across the region.

- The next recognition she shared is for CFX's SR 417 Widening and Flex Lane Project from International Drive to John Young Parkway recognized by two distinguished engineering associations:
    - the American Society of Highway Engineers Central Florida with the 2025 Project of the Year Award in the $30 to $100 Million category; and
    - the American Council of Engineering Companies of Florida with the 2026 Engineering Excellence Grand Award.

- In addition, she noted that the SR 429 Widening and Flex Lane Project from Tilden Road to Florida's Turnpike also received the 2026 Florida Engineering Excellence Grand Award from the American Council of Engineering Companies of Florida.

- Finally, she reminded everyone of CFX's Industry Forum scheduled for Thursday, January 8, at 9:00 A.M. in the CFX board room and online. This event is hosted with the American Council of Engineering Companies of Florida (ACEC). The bi-annual event connects consultants, contractors, and partners to learn about CFX's Five-Year Work Plan, share project schedules, and offer guidance on how to work with CFX.

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F. REGULAR AGENDA ITEMS

1. SOUTHPORT CONNECTOR EXPRESSWAY PROJECT DEVELOPMENT & ENVIRONMENT (PD&E) STUDY

Mr. Will Hawthorne, Director of Transportation Planning & Policy, introduced Mr. Ralph Bove with Volkert. Mr. Hawthorne presented the Southport Connector Expressway PD&E Study for the 15-mile project. He discussed the Alternative 4000 refinements and engineering modifications to Cypress Parkway. In addition, he highlighted the extensive public involvement conducted throughout the study, including multiple public meetings, advisory groups, and community events. He also shared a video used as part of CFX's public outreach efforts.

Mr. Hawthorne provided details on the preferred alternative, including estimated project costs. He provided an overview of the project's viability framework, including how the evaluation is applied. He noted that the project does not currently meet the viability threshold established by CFX and outlined potential strategies for addressing the identified gap.

The Board members commented. Commissioner Arrington noted the project's current viability position and requested the Board's support to pursue potential partnerships and phasing strategies to enhance viability and support continued progress of the project.

A motion was made by Mayor Demings and seconded by Commissioner Arrington for approval of the Southport Connector Expressway Project Development & Environment Study and the Preferred Alternative, as presented. The motion carried unanimously with all nine (9) Board Members in attendance voting AYE by voice vote. One (1) Board Member, Mr. Pullum, was not present.

2. FISCAL YEAR 2025 FINANCIAL STATEMENTS

Mr. Michael Carlisle, Director of Accounting and Finance, and Mr. Joel A. Knopp with Forvis Mazars LLP presented the required Auditor communications along with highlights of CFX's Fiscal Year 2025 Financial Statements. Mr. Knopp confirmed that no audit adjustments were made, and a clean opinion was issued.

A motion was made by Commissioner Herr and seconded by Commissioner Arrington for acceptance of Fiscal Year 2025 Financial Statements. The motion carried unanimously with all nine (9) Board Members in attendance voting AYE by voice vote. One (1) Board Member, Mr. Pullum, was not present.

3. BUSINESS OPPORTUNITIES POLICY

In the absence of Ms. Malaya Bryan, Ms. Lisa Lumbard, Chief Financial Officer, presented an overview of the proposed Business Opportunities Policy.

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Ms. Lumbard reviewed the purpose of the policy and its focus on regional alignment, collaboration, and support for small and emerging businesses.

She summarized the Business Opportunities Framework, including the establishment of a 15 percent agency wide participation objective and provisions allowing qualified firms to compete as both prime and subcontractors.

Ms. Lumbard outlined eligibility criteria for participation, noting revenue thresholds for construction and maintenance firms and for professional and non-professional service firms.

She described the tiered structure of the framework intended to support business growth, including firms developing toward Small Business Enterprise (SBE) eligibility and emerging and specialized firms qualifying under SBE requirements with defined contract value thresholds. She also reviewed the purpose of the Emerging Business Initiative (EBI).

She outlined business eligibility thresholds under the initiative and described contract value parameters. She noted that participating firms must be located within the CFX jurisdiction.

A motion was made by Mr. Martinez and seconded by Commissioner Parks for approval of the Resolution amending Chapter 10 (Procurement) of the CFX Code by amending Article 1 (Procurement Policy) and adopting and incorporating Article 4 (Business Opportunities Policy); and repealing BD-1 Supplier Diversity Program Policy. The motion carried unanimously with all nine (9) Board Members in attendance voting AYE by voice vote. One (1) Board Member, Mr. Pullum, was not present.

4. **CONTRACT AWARD TO HUBBARD CONSTRUCTION COMPANY FOR THE SR 408/ TAMPA AVENUE INTERCHANGE AND SR 408 EASTBOUND LANE ADDITION FROM ORANGE BLOSSOM TRAIL (US 441) TO I-4**

Mr. David Falk, Director of Engineering, provided a presentation on the SR 408 Widening project from west of Church Street to I-4. Mr. Falk reviewed the project scope and limits and described agency collaboration. He noted that the construction contract was awarded to Hubbard Construction Company in the amount of $218,711,886.99. Mr. Falk also reviewed the anticipated project schedule which includes an estimated completion date of January 2029.

A motion was made by Commissioner Parks and seconded by Mayor Dyer for award of the contract to Hubbard Construction Company for the SR 408/Tampa Avenue Interchange and SR 408 Eastbound Lane Addition from Orange Blossom Trail (US 441) to I-4 in the amount of $218,711,886.99. The motion carried unanimously with all nine (9) Board Members in attendance voting AYE by voice vote. One (1) Board Member, Mr. Pullum, was not present

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5. **CONTRACT AWARD TO JR. DAVIS CONSTRUCTION CO., INC. FOR THE CR 532 WIDENING FROM LAKE WILSON ROAD TO US 17/92**

Mr. David Falk, Director of Engineering, provided a presentation on the CR 532 Widening project from Lake Wilson Road to US 17/92. Mr. Falk reviewed the project scope and limits and discussed the collaboration between CFX and Osceola County. He recommended that the construction contract be awarded to Jr. Davis Construction Company, Inc. in the amount of $51,883,570.26. Mr. Falk also reviewed the anticipated project schedule, which included an estimated completion date of April 2028.

A motion was made by Commissioner Arrington and seconded by Mr. Martinez for award of the contract to Jr. Davis Construction Company, Inc. for the CR 532 Widening from Lake Wilson Road to US 17/92 in the amount of $51,883,570.26. The motion carried unanimously with all nine (9) Board Members in attendance voting AYE by voice vote. One (1) Board Member, Mr. Pullum, was not present.

G. BOARD MEMBER COMMENT

The following Board Members commented:

- Commissioner Parks,
- Commissioner Arrington,
- Commissioner Herr,
- Mr. Martinez,
- Commissioner Delaney,
- Chairman Maier.

Chairman Maier announced the 2026 meeting schedule is available on the CFX website. The next Board Meeting is scheduled for February 12, 2026.

H. ADJOURNMENT

Chairman Maier adjourned the Board Meeting at approximately 10:23 a.m.

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

_____
Ms. Mimi Lamaute
Recording Secretary
Central Florida Expressway Authority

Minutes approved on _____, 2026.

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

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"Exhibit A"

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

LAST NAME—FIRST NAME—MIDDLE NAME	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE
Herr, Andria R.	Central Florida Expressway Authority
MAILING ADDRESS 1101 E. First Street	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: ☐ CITY ☐ COUNTY ☑ OTHER LOCAL AGENCY
CITY: Sanford / COUNTY: Seminole	NAME OF POLITICAL SUBDIVISION:
DATE ON WHICH VOTE OCCURRED December 11, 2025	MY POSITION IS: ☐ ELECTIVE ☐ APPOINTIVE

WHO MUST FILE FORM 8B

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

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

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

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

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

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

ELECTED OFFICERS:

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

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

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

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

APPOINTED OFFICERS:

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

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

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

APPOINTED OFFICERS (continued)

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

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

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

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Andria R. Herr, hereby disclose that on December 11, 2025:

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

___ inured to my special private gain or loss;

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

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

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

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

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

A contract was awarded to BCC Engineering under consent agenda Item #9. This firm was acquired by Parsons. My son is a W-2 hourly employee of Parsons.

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

December 11, 2025
Date Filed

Andria Herr
Signature

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

D.

Consent Agenda

CONSENT AGENDA
February 12, 2026

ADMINISTRATION

1. Approval of Juan Diaz's reappointment to the Right of Way Committee by Board Member Christopher "C.J." Maier

2. Approval of Michelle Miller's reappointment to the Audit Committee by Board Member Christopher "C.J." Maier

3. Approval of Charles Lee's reappointment to the Environmental Stewardship Committee by Board Member Ralph Martinez

CONSTRUCTION

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

Project 417-142	Prince Contracting, LLC	$ 233,781.68
Project 417-149	Sacyr Construccion SA, Inc.	$ 45,120.00
Project 417-150	Sacyr Construccion SA, Inc.	$ 235,647.67
Project 429-152	Prince Contracting, LLC	$ 8,790.96
Project 516-238	Sema Construction, Inc.	$ 101,325.91
Project 528-168	Hubbard Construction Company	$ 180,292.70
Project 599-526D	Chinchor Electric, Inc.	$ 950,428.90

5. Approval of Payments to Prince Contracting, LLC and Arcosa Traffic and Lighting Structures, LLC for Material Price Index Adjustments for SR 417 Widening from John Young Parkway to Landstar Boulevard, Project No. 417-142 (Agreement Values: $1,162,538.86 and $600,000.00)

6. Approval of Contract Award to Kisinger Campo & Associates, Corp. for Construction Engineering and Inspection Services for SR 516 from Cook Road to Lake/Orange County Line, Project No. 516-237, Contract No. SCON-10000414 (Agreement Value: $11,950,000.00)

ENGINEERING

7. Approval of Second Contract Renewal with Avant Engineering Group, LLC for Miscellaneous Design Consultant Services, Contract No. SCON-10000115 (Agreement Value: $1,000,000.00)

8. Approval of Supplemental Agreement No. 5 with RS&H, Inc. for Design Consultant Services for SR 534 East of Jim Branch Creek to CR 15 (Narcoossee Road) - Segment 3, Project No. 534-243, Contract No. SCON-10000149 (Agreement Value: $1,131,405.07)

9. Approval of Agreement with Atlantic Ecological Services, LLC for Gopher Tortoise Relocation - SR 516 Lake/Orange Expressway (Agreement Value: not-to-exceed $440,000.00)

10. Approval of Supplemental Agreement No. 9 with G-A-I Consultants, Inc. for Design Consultant Services for Poinciana Parkway Extension - Segment 2, Project No. 538-235, Contract No. SCON-10000068 (Agreement Value: $291,002.34)

HUMAN RESOURCES

11. Approval of First Contract Renewal with Baker & Hostetler, LLP for Legal Services, Contract No. SCON-10000381 (Agreement Value: $98,000.00)

LEGAL

12. Approval of Proposed Settlement and Real Estate Purchase Agreement between the Central Florida Expressway Authority and Roland Cordero, in the matter of Central Florida Expressway Authority v. Roland Cordero, et. al., regarding SR 538 Poinciana Parkway Extension, Segment 538-235, Parcels 53-217 A & B

13. Approval of Proposed Funding Agreement with the U.S. Army Corps of Engineers – Section 214 Water Resources Development Act Expedited Permitting

14. Approval of Proposed Agreement Regarding Construction of Utilities between the Central Florida Expressway Authority and Sunshine Water Services Company, regarding the SR 516 Lake/Orange Expressway Project, Segment 516-236

15. Approval of Proposed Construction Agreement between the Central Florida Expressway Authority, Osceola County, and CSX Transportation, Inc. for New At-Grade Railway Crossing Surface and Signalization for the CR 532 Widening from Old Lake Wilson Road to US 17/92 regarding the SR 538 Poinciana Parkway Extension Project, Segment 538-235; and Acquisition of Parcel 53-855, an associated Railway Crossing Easement

MAINTENANCE

16. Approval of Supplemental Agreement No. 2 with Traffic Engineering and Management, LLC d/b/a Control Specialists for Traffic Signal Maintenance Services, Contract No. SCON-10000145 (Agreement Value: $235,000.00)

17. Approval of Third Contract Renewal with 4 Corner Resources LLC for Janitorial Staffing Services, Contract No. SCON-10000147 (Agreement Value: $230,000.00)

18. Approval of First Renewal with Convergint Technologies LLC for Systemwide Electronic Security System Services, Contract No. SCON-10000169 (Agreement Value: $150,000.00)

19. Approval of First Contract Renewal with Buena Vista Security and Protection Agency, LLC d/b/a Vista Security International for Armed Security Guard Services, Contract No. SCON-10000378 (Agreement Value: $450,000.00)

20. Approval of Contract Award to Blurock LLC for Pressure Washing Services – SR 429, SR 414, SR 451 and SR 453, Contract No. SCON-10000409 (Agreement Value: $204,550.00)

21. Approval of Purchase Order to Innovative Support Systems, Inc. for CFX Headquarters Data Center Air Conditioner Replacement (Agreement Value: $300,000.00)

TECHNOLOGY/TOLL OPERATIONS

22. Approval of Purchase Order to CDW-G LLC for Support Services (Agreement Value: $723,261.81)

23. Approval of Purchase Order to Dasher Technologies, Inc. for Server, Equipment Maintenance and Support Services for the Infinity Toll Collection System (Agreement Value: $540,945.58)

TRAFFIC OPERATIONS

24. Approval of Purchase Order to Integrated Synergy, Inc. for Data Collection Sensor (DCS) Readers (Agreement Value: $494,487.00)

The following items are for information only:

A. The following is a list of advertisement(s) from: December 14, 2025 to February 8, 2026
   1. 599-170E: Systemwide Guardrail Protection Improvements
   2. 599-248: 2055 Master Plan Consultant
   3. 599-773 & 599-774: Coatings of Systemwide Steel Bridge & Ramp Plaza Butterfly Structures

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. 417-186: SR 417 Lee Vista Signal - Construction
   2. 534-244: SR 534 Segments 4 & 5 – CEI Services & Design-Build
   3. 534-267: SR 534 Segment 7 - Design
   4. 534-268: SR 534 Segment 8 - Design
   5. 599-568: Systemwide Wrong Way Driving Upgrades
   6. 599-576: ITS Closed-Captioned Television Camera Procurement
   7. Banking Services
   8. Miscellaneous Design Consultant Services (Emerging Business Initiative) - Design
   9. General Engineering Consultant

CONSENT AGENDA ITEM #1

JUAN F. DIAZ
Resume

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

Professional Experience

Distribution Engineer – Orlando Utilities Commission **(August 2003 – September 2008)**

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

Project Engineer – Orlando Utilities Commission **(September 2008 – July 2015)**

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

Senior Engineer – Orlando Utilities Commission **(July 2015 – July 2017)**

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

Manager, Electric Distribution – Orlando Utilities Commission **(July 2017 – October 2020)**

Departmental and Employee Management

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

Project Review

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

Collaboration

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

CONSENT AGENDA ITEM
#2

Michelle L. Miller, CPA

Mission: To increase shareholder value through people, process and intelligent use of information

Value Proposition:

- Experienced executive senior leader with a broad range of responsibilities including accounting, finance and information technology, including cybersecurity efforts
- Proven strategic and thoughtful problem-solver with a history of providing the best solution for economic and financial success of the company
- Works closely with the Board on business strategy and the impact of accounting guidance and information systems on the business entity
- People focused through management and continuous improvement
- Understands the challenges of executive management and corporate governance matters
- Qualified to serve on a public company audit committee as a financial expert

Experience:

National Retail Properties, Inc. (NYSE:NNN), Orlando, FL
1999 – Present: *Executive Vice President and Chief Accounting Officer*

- Responsible for overseeing all aspects of the company's financial and information technology functions including: general accounting, budgeting and forecasting, payroll, accounts payable and receivable, information systems and cyber security
- Oversee Cyber security platform and posture of the Company
- Responsible for Securities and Exchange Commission filings
- Accountable to the auditors and financial regulators
- Responsible for setting and enforcing accounting policy for the company
- Highly regarded senior executive officer who interacts and presents at Audit Committee and Board Meetings
- Lead liaison with the Audit Committee
- Contributor for company's ESG initiatives including member of Sustainability Tem
- Customer facing role in resolving lease issue and tenant concerns
- Oversee Data Warehouse implementation, property scorecard and future development
- Approver of all acquisition through Real Estate Investment Committee

2012 – 2015*: Senior Vice President—Accounting and Finance*
2006 – 2011: *Vice President—Accounting and Finance*
1999 – 2005: *Director of Accounting and Finance*

KPMG, LLP, Orlando, FL
1991-1999: *Senior Manager*

- Real estate and financial institutions

Education:

Florida State University, 1991

- Bachelor of Science – Accounting and Finance
- Certified Public Accountant (FL)

Memberships/Activities: IBM Cybersecurity Basics course
Steering Committee Member – CAO Network sponsored by EY
Member: Nareit, ICSC, AICPA, FICPA and FiCFO
Hagerty High School Athletic Booster Club

- 2012 – 2018: *President/Treasurer*

Personal:

Married (29 Years)
Four Daughters (Ages 27, 25, 24, 20)
Home Address: 3570 Hollow Oak Run, Oviedo, FL 32766

CONSENT AGENDA ITEM #3

Office Address
1101 Audubon Way
Maitland, Fl. 32751

(407) 539-5700

Cell: (407) 620-5178

Email: chlee2@earthlink.net

Charles Lee

Summary

Employed for 48 years by the Florida Audubon Society & Audubon of Florida, the state's oldest and largest environmental organization. Knowledgeable and accomplished in the management of non-profit organizations concerned with protection of the environment and natural resources. Known and respected by political figures, government officials, and business leaders both within Florida and at the national level.

Experience

2000–Present Audubon of Florida Maitland ,Florida

Director of Advocacy (Audubon of Florida) Florida Audubon Society

- Helped facilitate the transition of the independent Florida Audubon Society into a component of the National Audubon Society at the state level.
- Served as the organization's principal spokesperson to media on public policy issues.
- Represented the organization in all phases of government relations at the state level and occasionally at the federal level.
- Managed Litigation for the organization; coordinated policy issues with attorneys. Represented the organization directly as a qualified non-attorney representative in administrative proceedings.
- Maintained contacts with the organization's key donors; aided development officers with fundraising proposals and solicitations.
- Managed key physical plant facilities, and sanctuary lands.
- Solicited and obtained major grants in aid to support the organization's development of a major nature center.

1984 – 2000 Florida Audubon Society Maitland, Casselberry &

Senior Vice President Winter Park Fla.

- Represented the Florida Audubon Society in all phases of government relations, lobbying at the state and federal level.
- Principal media spokesperson for the organization.
- Developed and recommended policy to the organization's Board of Directors.
- Communicated with the organization's 45 local chapters in the development and implementation of environmental advocacy efforts.
- Managed the Society's Sanctuary Properties.
- Managed litigation by the organization through both pro-bono and paid legal counsel; recruited pro-bono counsel; represented the organization directly in administrative proceedings as a qualified non-attorney

representative.

- Assisted the President in day-to-day management of the organization, including formulation and implementation of fundraising efforts, fiscal and personnel management.
- Delegated as chief executive decision maker to act in absence of the President.

1976–1984 Florida Audubon Society Maitland Fl.

Vice President - Conservation

- Directed the organization's environmental advocacy activities and Represented the organization before the Legislature, Congress, and Executive Branch Agencies.
- Managed the organization's sanctuary properties.
- Assisted the President in the management of litigation and recruitment of pro-bono counsel. Represented the organization directly in administrative proceedings.
- Served as acting CEO during vacancy in President's office.

1974–1976 Florida Audubon Society Maitland, Fl.

Field Representative

- Carried out specific assignments under the direction of the President to implement environmental advocacy activities.
- Served as organization lobbyist in Tallahassee and Washington.
- Assisted in managing relations with the organization's chapters.
- Assisted in management of organization's sanctuary properties.

1972–1974 Florida Audubon Society Maitland, Fl.

Administrative Assistant

- Primary assistant to the President. Prepared letters, speeches and briefing materials for the President.
- Represented the President at meetings in Tallahassee and Washington.
- Served as organization lobbyist in Tallahassee and Washington.

1971 Youth Conservation Corps Everglades National Park

Assistant Director

- Assisted in the operation and supervision of a field camp for over 50 disadvantaged young people in Everglades National Park.
- Managed the transportation and work program of participants, including the design and implementation of projects.
- Coordinated the day-to day activities of the youth camp participants with the Park Superintendent.

Accomplishments

- **Media Relations --** Positioned Audubon of Florida, and formerly the Florida Audubon Society as the state's leading environmental organization in terms of media recognition. The overall frequency and favorable placement of the organization's name and activities in print and on the air is unsurpassed in the state.
- **Everglades -** Assisted Audubon in developing and implementing campaign to secure support and approval of the Comprehensive Everglades Restoration Plan (CERP) by the State of Florida and Congress. Worked to develop consensus to support major Everglades land acquisition projects necessary to support the restoration, including a $133.5 million purchase of the 52,000 acre Talisman Sugar Company property.
- **Preservation 2000 Land Acquisition Program –** Proposed and developed consensus in support of "Preservation 2000", the state's $300 million per year environmental land acquisition program. Proposed establishment of the program as a member of the "Governor's Commission On the Future of Florida's Environment" in 1989. Worked with legislative leaders to win necessary political backing to obtain 10 annual increments of funding during the 1990's. Successfully recommended support for the program to three governors (Martinez, Chiles & Bush) and was instrumental in securing Governor Bush's decision to extend the program for an additional decade as the "Forever Florida" program.
- **Protection of the Wekiva River –** Developed strategy for creation of special regulatory provisions protecting this unique Central Florida river. Obtained legislative support and community consensus to establish regulatory "protection zones" and a major land acquisition effort. These activities resulted in federal legislation to designate over 40 miles of the Wekiva as Florida's second "Wild and Scenic River" in October, 2000. Proposed creation of the Wekiva Task Force and Wekiva Coordinating Committee, both established by Governor Jeb Bush to consider an appropriate route and solution to issues surrounding a proposed Orlando area beltway. Worked to propose and implement the design for the Wekiva Parkway, and the conditions and mitigation proposals under which the project could proceed while benefiting the Wekiva ecosystem.
- **Preservation of North Key Largo –** Oversaw and directed litigation that halted real estate development activity. Developed a consensus that resulted in acquisition and preservation of the remaining undeveloped lands covering an 11 mile long segment of North Key Largo, creating the largest preservation area of tropical hardwood hammock ecosystem in the continental United States. Successfully negotiated an end to more than a decade of controversy between environmental groups and landowners, resulting in joint activity by former opposing parties to seek state and federal funding for land purchase and management.
- **Preservation of "Walker Ranch" as Disney Wilderness Preserve –** Negotiated the acquisition and preservation of this ecologically significant 8,500 acre Osceola County tract that was formerly proposed as the site of a major land development project. Convinced the Disney Development

Company to acquire it for environmental mitigation purposes. Promoted the concept to Disney & The Nature Conservancy, which now owns and manages the "Disney Wilderness Preserve". Developed consensus among regulatory agencies, environmental groups, and Disney Development Company to utilize the property as the exclusive mitigation site for development of Disney's major resort complex.

- **"Save the Manatee" license plate –** Proposed the concept of the "Save the Manatee" license plate, which was established by the Florida Legislature. Developed support for the tag concept, and resolved opposition by the Department of Highway Safety & Motor vehicles. This was the forerunner of specialty automobile license tags supporting wildlife causes which have gained widespread acceptance throughout the nation.
- **Establishment of the "Everglades Coalition" in 1985 –** Suggested and facilitated the establishment of the "Everglades Coalition", a working group of over 40 state and national organizations focused on preservation and restoration of the Everglades Ecosystem. Convinced leaders of major state and national organizations to revisit and resolve issues that had resulted in abandonment of an earlier "Everglades Coalition" efforts that formed in the late 1960's and disbanded in the early 1970's.
- **Wildlife Sanctuaries –** Solicited and obtained donation of major wildlife sanctuary properties, including over 600 acres in the Wekiva River Ecosystem, the Turkey Creek Sanctuary in Brevard County (now site of a major publicly funded boardwalk and nature center) and over 700 acres of marshlands in the St. Johns River system. Assisted in the proposal by the Miami Corporation to create the "Farmton Plan" in Volusia and Brevard Counties, which resulted in establishment of over 40,000 acres of conservation easements.
- **Fundraising –** While fundraising has been an ancillary function to specified duties, in excess of $1 million personally solicited and raised in contributions and grants in the past 7 years.

Appointments

- Century Commission for a Sustainable Florida by Senate President Tom Lee 2005
- I-75 Relief Task Force, by Governor Rick Scott, 2015
- East Central Florida Corridors Task Force by Governor Rick Scott, 2016
- Wekiva River Basin Commission, by Governor Jeb Bush 2004
- Wekiva River Wild & Scenic River Commission by Interior Secretary Gail Norton 2005
- Wekiva River Basin Task Force & Coordinating Committee, by Gov. Jeb Bush 2002-2003
- Growth Management Study Commission, by Gov. Jeb Bush 2000-2001
- Partners for a Better Florida Advisory Commission, by Senate President Ander Crenshaw, 1992
- Commission on Future of Florida's Environment, by Governor Bob Martinez, 1988

Awards

- National Audubon Society Staff Nature Photography Award, 2002

- "Charles H. Callison Award 1996", professional category, National Audubon Society
- Conservationist of the Year, Florida Audubon Society, 1989
- Everglades Coalition Conservation Award, 1988
- Florida Wildlife Federation Award, 1986
- American Motors Conservation Award, Professional Category, 1978
- Conservationist of the Year, Youth Category, Florida Wildlife Federation, 1966
- 1979 - Invited Participant, Harvard University School of Public Health, Executive Program in Environmental Policy & Management (non-degree)

Education

- 1972 Miami Dade Community College, A.S. Degree, Debate Team Honors
- 1969 Miami Norland High School, Debate Team Honors

Personal & Interests

- Born May 15, 1950, Miami, Florida
- Married to Carole Joy Barice, Attorney
- Accomplished & Published nature photographer
- Frequent Backcountry travel in Alaska for wildlife observation and photography

CONSENT AGENDA ITEM
#4

MEMORANDUM

TO: CFX Board Members

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

DATE: February 2, 2026

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 ($) February 2026	Total Amount ($) to Date*	Time Increase or Decrease
417-142	Prince Contracting, LLC	SR 417 Widening from John Young Parkway to Landstar Boulevard	$ 116,845,417.00	$ 4,945,691.66	$ 233,781.68	$ 122,024,890.34	0
417-149	Sacyr Construccion SA, Inc.	SR 417 Widening from Landstar Boulevard to Boggy Creek Road	$ 77,876,338.00	$ 3,025,440.79	$ 45,120.00	$ 80,946,898.79	0
417-150	Sacyr Construccion, SA, Inc.	SR 417 Widening from Narcoossee Road to SR 528	$ 92,279,567.00	$ 2,291,714.84	$ 235,647.67	$ 94,806,929.51	0
429-152	Prince Contracting, LLC	SR 429 Widening from Florida's Turnpike to West Road	$ 177,987,429.00	$ 7,033,699.37	$ 8,790.96	$ 185,029,919.33	0
516-238	Sema Construction, Inc.	SR 516 from Lake-Orange County Line to SR 429	$ 218,890,000.00	$ 12,050,749.37	$ 101,325.91	$ 231,042,075.28	0
528-168	Hubbard Construction Company	SR 528 Widening from Goldenrod Road to Narcoossee Road	$ 54,854,706.59	$ 881,136.46	$ 180,292.70	$ 55,916,135.75	0
599-526D	Chinchor Electric, Inc.	Wrong Way Driving Countermeasures - Phase D	$ 10,544,371.79	$ -	$ 950,428.90	$ 11,494,800.69	0
				TOTAL	**$ 1,755,387.82**		

* 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 417-142: SR 417 Widening from John Young Parkway to Landstar Boulevard
Prince Contracting, LLC
SA 417142-0226-16

Fuel Price Index Final Adjustments

The contract contains provisions for fuel price index adjustments. Adjustments are made only if the current month fuel price is greater than or less than 5% of the bid/base fuel price. In accordance with the contract specifications, the Engineer has calculated this adjustment for the period of October 2024 to February 2025. During this period of time $2,402,429.82 of construction was performed/produced.

ADD THE FOLLOWING ITEM:		
Fuel Price Index Adjustments: October 2024 to February 2025	$	(845.35)

Bituminous Price Index Final Adjustments

The contract contains provisions for bituminous price index adjustments. Adjustments are made only if the current month bituminous price is greater than or less than 5% of the bid/base bituminous price. In accordance with the contract specifications, the Engineer has calculated this adjustment for the period of October 2024 to February 2025.

ADD THE FOLLOWING ITEM:		
Bituminous Price Index Adjustments: October 2024 to February 2025	$	(6,000.17)

Lane Control Sign (LCS) Vertical Hanger Conflict Plates

Furnish and install conflict plates at locations where sign hangers for Lane Control Signs are in conflict with the gusset plates of the overhead trusses.

ADD THE FOLLOWING ITEM:		
LCS Vertical Hanger Conflict Plates	$	40,973.50

ITS Cabinet Modifications

The ITS cabinets required rework to adjust battery shelf spacing and relocate panels within the cabinets to improve safety and increase accessibility for maintenance.

ADD THE FOLLOWING ITEM:		
ITS 332D Cabinet Modifications	$	39,662.00

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:		
Subsoil Excavation	$	2,907.00
Superpave Asphaltic Concrete, Traffic D, PG76-22	$	404,248.10
Asph Conc FC, Traffic C, FC-12.5, PG76-22	$	21,403.82
Concrete Class IV, Bridge Substructure	$	2,000.00
Reinforcing Steel - Bridge Superstructure	$	381.86
Reinforcing Steel - Approach Slabs	$	7,093.41
Inlets, DT Bot, Type B, <10'	$	5,000.00
Inlets, Gutter, Type S, <10'	$	7,000.00
Inlets, Gutter, Type V, <10'	$	2,500.00
Manholes, P-8, >10'	$	6,500.00
Desilting Pipe, 0 - 24"	$	10,152.00
Pipe Culv, Opt Matl, Round, 18", GD	$	4,370.00
Pipe Culv, Opt Matl, Round, 24"S/CD	$	3,300.00
Pipe Culv, Opt Matl, Round, 30"S/CD	$	1,170.00
Pipe Culv, Opt Matl, Round, 42"S/CD	$	9,660.00
Pipe Culv, Opt Matl, Round, 48"S/CD	$	4,320.00
Pipe Culv, Opt Matl, Round, 54"S/CD	$	400.00
Pipe Culv, Opt Matl, Other, 24"S/CD	$	120.00
U-Endwall, Baff, 261/430-011,1:4 Slp, 18"	$	2,200.00

U-Endwall, Baff, 261/430-011,1:3 Slp,18"	$	2,000.00
Mitered End Sect, Optional Rd, 42" CD	$	9,600.00
Mitered End Sect, Optional Rd, 48" CD	$	5,500.00
Test Piles - Steel, HP 14 X 117	$	16,350.00
Bridge Deck Expansion Joint, Rehabilitation, Poured Joint With Backer Rod	$	5,280.00
Shoulder Gutter - Concrete	$	1,017.50
Concrete Ditch Pavement, 6", Reinforced	$	6,300.00
Concrete Slope Pavement, Non Reinforced, 4"	$	38,771.60
Special Guardrail Post- Special Steel Post For Concrete Structure Mount	$	201.00
Approach Transition Connection To Rigid Barrier, Furnish And Install, TL-3	$	2,200.00
Guardrail Removal	$	2,143.42
Fiber Optic Cable (12SM Fiber) (F&I)	$	24,347.50
Fiber Optic Cable (72SM Fiber) (F&I)	$	44,699.40
Fiber Optic Splice Enclosure (72 Splice) (F&I)	$	10,790.00
Fiber Optic Fusion Splice	$	16,465.00
Existing Fiber Optic Splice Enclosure Re-Entry	$	2,500.00
FO Conduit, 2-1" HDPE SDR 11 (Trench Or Plow) (F&I)	$	10,548.00
FO Conduit, 2-2" HDPE SDR 11 (90 Degree Sweep, Trench) (F&I)	$	365.50
Electrical Service Wire, Furnish & Install	$	19,448.00
TMS, Truss Mounted (F&I)	$	9,300.00
TMS Warranty (6 Year Extended Warranty)	$	900.00
ITS Nema 3R Intermediate Cabinet/Remote Cabinet (Pole Mounted) (F&I)	$	1,900.00
Fiber Optic Patch Panel, 12 Port (F&I)	$	4,200.00
Cut-To-Length Fiber Optic Jumper (Multimode) (F&I)	$	3,478.00
Uninterruptible Power Supply (650 Watt) (F&I)	$	7,200.00
Uninterruptible Power Supply (650W) (5 Year Extended Warranty)	$	960.00
Multi-Post Sign, Remove	$	1,100.00
Pavement Marking - Preformed Tape, White, Solid, 9"	$	9,344.00
Pavement Marking - Preformed Tape, White, Skip,12" (3/12)	$	887.40
Pavement Marking - Preformed Tape, Yellow, Solid 6"	$	1,989.00
Dynamic Message Sign System Warranty (PTSU Incident Management) (3-Line) (10 Year Extended Warranty)	$	7,240.00
	$	761,751.51

DECREASE THE FOLLOWING ITEMS:

Maintenance Of Traffic For Emergency Base Repair Contingency	$	(6,750.00)
Portable Changeable Message Sign, Temporary, Contingency	$	(779.00)
Optional Base, Base Group 09 (Limerock)	$	(32.00)
Superpave Asphaltic Concrete, Traffic D	$	(53,487.28)
Roadway Repair, Emergency Base Repair Contingency	$	(28,200.00)
Miscellaneous Asphalt Pavement	$	(3,186.38)
Cleaning & Coating Concrete Surface, Class 5	$	(98,131.37)
Manholes, J-8, >10'	$	(12,000.00)
Video Existing Storm Drain Pipes	$	(896.00)
Desilting Pipe, 25 - 36"	$	(4,506.00)
Desilting Pipe, 37 - 48"	$	(4,035.00)
Desilting Pipe, 49 - 60"	$	(2,240.00)
Pipe Culv, Opt Matl, Round, 18"S/CD	$	(9,540.00)
Pipe Culv, Opt Matl, Round, 36"S/CD	$	(8,325.00)
U-Endwall, Baff, 261/430-011, 1:4 Slp, 24"	$	(2,800.00)
Mitered End Sect, Optional Rd, 18" CD	$	(1,300.00)
Mitered End Sect, Optional Rd, 36" CD	$	(8,000.00)
Steel Piling, HP 14 X 117	$	(56,400.00)
Concrete Traffic Railing - Bridge, 36" Median Single Slope	$	(170.00)
Guardrail- Roadway, General TL-3	$	(23,376.30)
Special Guardrail Post- Encased Post For Shallow Mount	$	(3,900.00)
Training For Data Collection Sensors	$	(10,500.00)
Training For Fiber Optic Network	$	(4,800.00)
Conduit, Furnish & Install, Directional Bore	$	(17,005.30)

FO Conduit, 3-1" HDPE SDR 11 (Directional Bore) (F&I)	$	(3,048.00)
FO Conduit, 1-2" HDPE SDR 11 (Directional Bore) (F&I)	$	(2,197.00)
FO Conduit, 2-2" HDPE SDR 11 (Directional Bore) (F&I)	$	(9,968.00)
FO Conduit, 3-2" HDPE SDR 11 (Directional Bore) (F&I)	$	(7,684.00)
FO Conduit, 4-2" HDPE SDR 11 (Trench Or Plow) (F&I)	$	(10,989.00)
FO Conduit, 4-2" HDPE SDR 11 (Directional Bore) (F&I)	$	(1,420.00)
FO Conduit, 4" HDPE SDR 11 Outer Duct W/ 3-1" HDPE SDR 11 (Directional Bore) (F&I)	$	(25,016.00)
FO Conduit, 4" HDPE SDR 11 Outer Duct W/ 4-1" HDPE SDR 11 (Directional Bore) (F&I)	$	(643.80)
FO Conduit, 6" HDPE SDR 11 Outer Duct W/9-1" HDPE SDR 11 (Directional Bore) (F&I)	$	(8,712.00)
DCS Warranty (6 Year Extended Warranty)	$	(5,200.00)
DCS Field Equipment, 6 Lanes (F&I)	$	(29,000.00)
ITS Device Cabinet (Base Mounted) (Heat Shield) (334) (F&I)	$	(8,000.00)
Hardened Terminal Server (F&I)	$	(17,010.00)
Cut-To-Length Fiber Optic Jumper (Singlemode) (F&I)	$	(533.00)
Delineator, Flexible Tubular	$	(17,776.00)
Retro-Reflective Pavement Marker	$	(58.90)
Thermoplastic, Standard, White, 2-4 Dotted Guideline/ 6-10 Gap Extension, 6"	$	(24.00)
Thermoplastic, Standard-Other Surfaces, White, Skip, 6", 10-30 Skip Or 3-9 Lane Drop	$	(260.00)
Pavement Marking - Preformed Tape, White, Solid, 6"	$	(880.00)
Pavement Marking - Preformed Tape, White, Solid, 12"	$	(200.00)
Pavement Marking - Preformed Tape, Pavement Messages	$	(4,980.00)
Light Pole Complete, Remove Pole And Foundation	$	(2,295.00)
Dynamic Message Sign System (PTSU LCS) (F&I)	$	(44,600.00)
Dynamic Message Sign System Warranty (PTSU LCS) (Front Access) (10 Year Extended Warranty)	$	(1,628.00)
Work Order Allowance	$	(39,277.48)
	$	(601,759.81)
SUBTOTAL THIS CHANGE:	$	159,991.70
TOTAL AMOUNT FOR PROJECT 417-142	**$**	**233,781.68**

Project 417-149: SR 417 Widening from Landstar Blvd. to Boggy Creek Rd.
Sacyr Construccion SA, Inc.
SA 417-149-0226-17

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:		
Trench Drain, Special	$	45,120.00
TOTAL AMOUNT FOR PROJECT 417-149	**$**	**45,120.00**

Project 417-150: SR 417 Widening from Narcoossee Road to SR 528
Sacyr Construccion, SA, Inc.
SA 417-150-0226-10

Repair Existing Pipe Damage
The Contractor repaired existing damage in multiple pipe runs throughout the project.

ADD THE FOLLOWING ITEM:		
Repair Existing Pipe Damage	$	151,225.57

Guardrail and Attenuator Repair
Repair damage to existing guardrail and attenuator damaged by an unknown third party.

ADD THE FOLLOWING ITEM:		
Guardrail and Attenuator Repair from Unknown Third Party Damage	$	42,395.22

ITS Cabinet Modifications
The ITS cabinets required rework to adjust battery shelf spacing and relocate panels within the cabinets to improve safety and increase accessibility for maintenance.

ADD THE FOLLOWING ITEM:		
ITS Cabinet Modifications	$	42,026.88

TOTAL AMOUNT FOR PROJECT 417-150	**$**	**235,647.67**

Project 429-152: SR 429 Widening from Florida's Turnpike to West Road
Prince Contracting, LLC
SA 429-152-0226-15

Diesel Spill Cleanup and Guardrail Damage Repair
Clean a diesel spill and repair damaged guardrail caused by an unknown third party.

ADD THE FOLLOWING ITEM:		
Diesel Spill Cleanup and Guardrail Damage Repair	$	10,761.06

Existing Fiber Conduit Repair at Existing Fiber Optic Manhole
Repair the existing spare conduit and feeder conduit found damaged in an existing manhole.

ADD THE FOLLOWING ITEM:		
Fiber Conduit Repair	$	9,431.77

Spare Parts
ITS components procured by the Contractor were provided to CFX Maintenance for future use.

ADD THE FOLLOWING ITEM:		
Spare Parts	$	73,689.72

CCTV and TMS Relocation
Relocate CCTV, TMS, and related devices to allow for drill shaft construction for an overhead truss on southbound SR 429.

ADD THE FOLLOWING ITEM:		
CCTV and TMS Relocation	$	7,450.55
INCREASE THE FOLLOWING ITEMS:		
Fiber Optic Cable, 12 SM Fiber, F&I	$	856.00
Fiber Optic Fusion Splice	$	144.00
Existing FO Splice Enclosure Re-Entry	$	550.00
Conduit, 2-2" PVC, Directional Bore, F&I	$	5,625.00
Electrical Conductors, Insulated, No.6, F&I	$	1,890.00
Prestressed Concrete Pole, F&I, Type P-II Service Pole	$	1,920.00
Fiber Optic Patch Panel, 12 Port, Sm, F&I	$	1,450.00
SUBTOTAL THIS CHANGE:	$	19,885.55

Third Party Damage Repairs
Repair existing guardrail and attenuators damaged by third party.

ADD THE FOLLOWING ITEM:		
Attenuator Repairs	$	20,999.82

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:		
Type B Stabilization	$	6,100.00
Optional Base, Base Group 01	$	18,645.00
Optional Base, Base Group 04	$	15,246.00
Milling Existing Asphalt Pavement, 2" Avg Depth	$	4,086.60
Superpave Asphaltic Concrete, Traffic C	$	107,962.05

Superpave Asphaltic Concrete, Traffic C, PG 76-22	$	141,795.40
Superpave Asphaltic Concrete, Traffic D, PG 76-22	$	108,152.13
Asph Conc Friction Course, Traffic C, FC-12.5, PG 76-22	$	16,535.40
Concrete Class IV, Mass, Substructure	$	97,740.00
Reinforcing Steel, Substructure	$	3,619.00
Inlets, Gutter, Type S, <10'	$	4,000.00
Manholes, P-8, >10'	$	8,000.00
Manholes, J-7, <10'	$	7,500.00
Pipe Culvert, Optional Material, Round, 24", S/CD	$	32,780.00
Pipe Culvert, Optional Material, Round, 30", S/CD	$	13,530.00
Straight Concrete Endwalls, 24", Single, 0 Degrees, Round	$	3,200.00
Mitered End Section, Optional, Round, 18" CD	$	1,400.00
Mitered End Section, Optional, Round, 24" CD	$	4,000.00
Underdrain, Type Ii	$	10,620.00
Sheet Piling Steel, Temporary-Critical	$	40,924.00
Concrete Curb & Gutter, Type E	$	900.00
Shoulder Gutter, Concrete	$	31,090.50
Concrete Traffic Separator, Special, Variable Width	$	1,710.00
Median Concrete Barrier, Variable Width For Sign	$	162,000.00
Shoulder Concrete Barrier, F-Shape, Ridge Shldr 54", FY 2017-2018 Index 411	$	30,160.00
Shoulder Conc Barrier, 38" Or 44" Height	$	2,800.00
Concrete Sidewalks And Driveways, 4" Thick	$	47,115.00
Concrete Slope Pavement, Non-Reinforced, 4"	$	32,625.00
Detectable Warnings	$	238.00
Guardrail, Roadway, General TL-3	$	8,742.00
Special Guardrail Post- Encased Post For Shallow Mount	$	3,780.00
Guardrail Transition Connection To Rigid Barrier, F&I- Index 536-001, Trailing	$	1,100.00
Guardrail - Removal	$	214.70
Guardrail End Treatment, Trailing Anchorage	$	18,600.00
Guardrail End Treatment, Parallel Approach Terminal	$	2,700.00
Fencing, Type B, 5.1-6.0' , Standard	$	33,672.00
Aluminum Signals Pole, Pedestal	$	3,000.00
Pedestrian Signal, Furnish & Install Led Countdown, 2 Way	$	3,200.00
Single Post Sign, F&I Ground Mount, 12-20 SF	$	13,500.00
Single Post Sign, F&I Ground Mount, 21-30 SF	$	20,700.00
Single Post Sign, F&I Barrier Mount, Up To 12 SF	$	4,950.00
Single Post Sign, Relocate	$	783.00
Single Post Sign, Remove	$	648.00
Multi- Post Sign, Ground Mount, Relocate	$	1,600.00
Sign Panel, Remove, 12-20 SF	$	460.00
Sign Panel, Remove, 301-400 SF With Lighting	$	2,400.00
Overhead Static Sign Structure, Furnish & Install, Span, 101-150 Ft	$	263,500.00
Light Pole Complete, Remove Pole And Foundation	$	8,685.00
Load Center, Remove, Secondary Voltage	$	2,600.00
Luminaire, F&I- Replace Existing Luminaire On Existing Pole/Arm, Roadway, Cobra Head	$	11,900.00
Duct Sealant	$	17,680.00
Variable Speed Limit Sign, Embedded Dms, Structure Mount, 36X48, F&I	$	34,000.00
Pull Box, F&I	$	13,760.00
Small Fiber Optic Pull Box, 24” Dia.,F&I	$	7,500.00
Concrete Manhole 4 x 4 x 4, F&I	$	14,100.00
Construct 12" Ductile Iron (D.I.) Water Main	$	9,118.00
Install 6" Ductile Iron (D.I.) Resilient Seat Gate Valve	$	1,350.00
Install 12" X 12" X 6" D.I. Tee	$	1,800.00
Removal Of Existing 12" Water Main	$	2,730.00
Remove Existing 12" X 12" X 6" Tee	$	1,050.00
	$	1,464,296.78

DECREASE THE FOLLOWING ITEMS:

Maintenance Of Traffic For Emergency Base Repair	$	(42,000.00)
Portable Changeable Message Sign, Temporary, Contingency	$	(230.00)
Optional Base, Base Group 02	$	(7,720.00)
Milling Existing Asphalt Pavement, 1" Avg Depth	$	(34,431.00)
Milling Existing Asphalt Pavement, 2 1/4" Avg Depth	$	(46,676.00)
Superpave Asphaltic Concrete, Traffic B	$	(27,256.05)
Superpave Asphaltic Concrete, Traffic D	$	(58,669.05)
Superpave Asphaltic Concrete, Traffic E, PG 76-22	$	(186,293.60)
Roadway Repair, Emergency Base Repair Contingency	$	(250,000.00)
Asph Conc Friction Course, Inc Bit, FC-5, PG 76-22	$	(12,676.74)
Concrete Class IV, Bridge Substructure	$	(51,800.00)
Video Of Existing Drainage Storm Drain Pipes	$	(115,492.00)
Desilting Pipe, 0" - 24"	$	(28,465.00)
Desilting Pipe, 25" - 36"	$	(14,496.00)
Desilting Pipe, 37" - 48"	$	(16,014.00)
Desilting Pipe, 49" - 60"	$	(9,840.00)
Desilting Pipe, 61" - 72"	$	(12,660.00)
Pipe Culvert, Optional Material, Round, 30", Gutter Drain	$	(1,600.00)
Pipe Culvert, Optional Material, Round, 18", S/CD	$	(20,480.00)
Pipe Culvert, Optional Material, Round, 36", S/CD	$	(10,360.00)
U-Endwall With Baffles, Index 261, 1:3 Slope, 18" Pipe	$	(1,150.00)
Pipe Filling And Plugging - Place Out Of Service	$	(28,347.50)
Desilting Box Culvert	$	(13,887.50)
Mitered End Section, Optional, Round, 36" CD	$	(4,500.00)
Prestressed Concrete Piling, Includes 100% Dynamic Testing, 18"SQ	$	(40,300.00)
Steel Casing For Future Piles, 24"	$	(40,040.00)
Median Concrete Barrier, Short Grade Separated	$	(23,800.00)
Median Concrete Barrier, Tall Grade Separated	$	(74,880.00)
Concrete Traffic Railing - Bridge, 36" Single-Slope	$	(7,590.00)
Special Guardrail Post- Special Steel Post For Concrete Structure Mount	$	(540.00)
Aluminum Signals Pole, Pedestrian Detector Post	$	(1,400.00)
Single Post Sign, F&I Ground Mount, Up To 12 SF	$	(450.00)
Multi- Post Sign, F&I Ground Mount, 31-50 SF	$	(25,500.00)
Sign Panel, Furnish & Install Overhead Mount, 12-20 SF	$	(1,800.00)
Overhead Static Sign Structure, Furnish & Install, Span, 51-100 Ft	$	(235,700.00)
Lighting Conductors, F&I, Insulated, No 4 To No 2	$	(9,807.60)
Luminaire & Bracket Arm - Aluminum, Furnish & Install New Luminaire And Arm On New / Existing Pole	$	(6,200.00)
Luminaire, F&I, Roadway, Flood	$	(13,800.00)
Replace Surge Arrestor To Existing Mg2 Pole Cable Distribution System	$	(25,230.00)
Replace Existing Pole Cable Distribution System, Ground Mount	$	(45,000.00)
Replace Existing Pole Cable Distribution System, Wall Mount	$	(36,000.00)
Replace Lighting Pull Box Lid	$	(6,000.00)
Ground Rod Assembly, F&I	$	(5,800.00)
Re-Termination Of Load Center Connections	$	(3,200.00)
Replace Existing Lighting Contactor	$	(2,200.00)
Removal And Replacement Of Split-Bolt Electrical Splices	$	(20,500.00)
Replace Load Center Surge Arrestor	$	(1,500.00)
Strain Relief Fittings	$	(1,440.00)
Adjust Pole Cable Distribution System Slack	$	(4,800.00)
Load Center Nameplate	$	(400.00)
Concrete Apron For Light Pole/Pull Box	$	(16,500.00)
Dynamic Message Sign System, Ptsu Lcs, Front Access, F&I	$	(29,000.00)
Variable Speed Limit Sign, Embedded Dms, Barrier Mount, 36X48, F&I	$	(42,000.00)

Install Aluminum Hanger	$	(10,491.40)
Pull Box, F&I	$	(8,800.00)
Small Fiber Optic Pull Box, 24” Dia.,F&I	$	(4,300.00)
Concrete Manhole 4 x 4 x 4, F&I	$	(1,150.00)
Connect Proposed 12" Ductile Iron (D.I.) Water Main To Existing 12" Water Main	$	(8,600.00)
Construct 6" Ductile Iron (D.I.) Water Main	$	(2,875.00)
Install 12" X 6" Tapping Saddle And 6" Tapping Valve	$	(7,500.00)
General D.I.P. Fittings Including Post Restraints	$	(12,040.00)
Short 1" P.E. Single Service	$	(1,450.00)
Long 1" P.E. Single Service	$	(1,100.00)
	$	(1,774,728.44)
SUBTOTAL THIS CHANGE:	$	(310,431.66)

Fuel Price Index Final Adjustment

The contract contains provisions for fuel price index adjustments. Adjustments are made only if the current month fuel price is greater than or less than 5% of the bid/base fuel price. In accordance with the contract specifications, the Engineer has calculated this adjustment for the project for the period from December 2024 to October 2025. During this period of time $24,782,321.40 of construction was performed/produced.

ADD THE FOLLOWING ITEM:		
Fuel Price Index Adjustment: December 2024 to October 2025	$	27.56

Work Order Reconciliation

Reconcile Work Order Numbers 01 to 25.

ADD THE FOLLOWING ITEM:		
Reconcile Work Orders 01 to 25	$	184,427.14

TOTAL AMOUNT FOR PROJECT 429-152	**$**	**8,790.96**

Project 516-238: SR 516 from Lake-Orange County Line to SR 429
Sema Construction, Inc.
SA 516-238-0226-05

516-237 Right of Way and Gopher Tortoise Fencing
Provide fencing and silt fencing necessary to secure adjacent project right of way until construction begins.

INCREASE THE FOLLOWING ITEM:		
Fencing, Type B, 5.1-6.0', w/ Vinyl Coating	$	31,731.00
ADD THE FOLLOWING ITEM:		
516-237 Right of Way and Gopher Tortoise Fencing	$	26,288.61
SUBTOTAL THIS CHANGE:	$	58,019.61

Schofield Road Detours, Bridge 3 & Bridge 4 Girder Erections
Provide labor, material and equipment necessary to detour Schofield Road during construction of Bridge 3 & Bridge 4 over Schofield Road.

ADD THE FOLLOWING ITEM:		
Schofield Detours, Bridge 3 & Bridge 4 Girder Erections	$	33,819.82

Alternate SR 429 SB Detour - SR 429 Exit to Schofield and Enter from Schofield
Provide labor, material and equipment necessary to utilize an alternate detour that would reduce inconvenience to the traveling public on SR 429 SB during Construction of Bridge 4 & Bridge 5.

ADD THE FOLLOWING ITEM:		
Alternate SR 429 SB Detour	$	9,486.48

TOTAL AMOUNT FOR PROJECT 516-238	**$**	**101,325.91**

Project 528-168: SR 528 Widening from Goldenrod Road to Narcoossee Road
Hubbard Construction Company
SA 528-168-0226-02

Temporary Pavement Adjustments

Adjust temporary pavement to accomodate placement of temporary barrier wall in compliance with FDOT Standard Plans.

ADD THE FOLLOWING ITEM:		
Temporary Pavement Adjustments	$	180,292.70
TOTAL AMOUNT FOR PROJECT 528-168	**$**	**180,292.70**

Project 599-526D: Wrong Way Driving Countermeasures - Phase D
Chinchor Electric, Inc.
SA 599-526D-0226-01

Plan Revision 01
Pay item adjustments per Plan Revision 01.

INCREASE THE FOLLOWING ITEMS:		
Pull Box (F&I)	$	1,468.90
Junction Box (Surface Mounted) (F&I)	$	4,000.98
Electrical Conduit, 2-2" HDPE SDR 11, Trench or Plow	$	1,266.00
Electrical Conduit, 3-2" HDPE SDR 11, Trench or Plow	$	384.48
Conduit, 2-1" HDPE SDR 11 and 2-2" HDPE SDR 11, Directional Bore	$	300.75
Conduit, 3-1 HDPE SDR 11 and 3-2" HDPE SDR 11, Directional Bore	$	7,722.60
Conduit, 6" HDPE SDR 11 Outer Duct W/ 2-2" HDPE SDR 11, Directional Bore	$	5,665.35
Smart Power Monitor (Furnish and Install)	$	11,277.19
Single Column Ground Sign Assembly, F&I Ground Mount	$	2,743.00
	$	34,829.25
DECREASE THE FOLLOWING ITEMS:		
Fiber Optic Cable (12SM Fiber) (F&I)	$	(439.11)
Small Fiber Optic Pull Box, 24" Dia, (F&I)	$	(5,356.20)
Fiber Optic Conduit, 3-1" HDPE SDR 11, Trench or Plow	$	(743.04)
Conduit, 1-1" HDPE SDR 11 and 2-2" HDPE SDR 11, Directional Bore	$	(1,291.68)
Conduit, 1-1" HDPE SDR 11 and 4-2" HDPE SDR 11, Trench or Plow	$	(759.60)
Conduit, 3-1" HDPE SDR 11 and 4-2" HDPE SDR 11, Directional Bore	$	(8,366.15)
Conduit, 3-1" RGS, Bridge Mounted	$	(483.70)
Conduit, 3-2" RGS, Bridge Mounted	$	(4,924.76)
Conduit, 3-2" RGS, Wall Mounted	$	(2,787.60)
Tubular Route Marker (Fiber)	$	(445.54)
Tubular Route Marker (Power)	$	(222.77)
Electrical Power Transformer (Furnish and Install)	$	(1,805.74)
Electrical Conductors (Furnish and Install) (No. 6)	$	(176.70)
Single Post Sign, F&I Custom, 31+ SF	$	(11,960.42)
	$	(39,763.01)
SUBTOTAL THIS CHANGE:	$	(4,933.76)

Plan Revision 02
Plan Revision 2 incorporated updates resulting from recent changes to FDOT and FHWA standards. Revisions included adding reflective striping and enhanced pavement marking requirements to ensure compliance with current standards.

INCREASE THE FOLLOWING ITEMS:		
Single Column Ground Sign Assembly, F&I Ground Mount, Less Than 12 SF	$	5,459.67
Single Column Ground Assembly, F&I, Ground Mount, 12.0–20.0 SF	$	28,168.56
Single Column Ground Assembly, F&I, Ground Mount, 20.1–30.0 SF	$	10,972.00
Single Column Ground Sign Assembly, Remove	$	582.40
Retroreflective Sign Strip – Furnish and Install, 2'	$	7,068.50
Retro-Reflective / Raised Pavement Markers	$	11,710.50
Thermoplastic, Standard, White, Message ("ONLY")	$	6,330.00
Thermoplastic, Standard, White, Message, Arrow	$	6,277.25
Thermoplastic, Standard, Yellow, 2–4 Dotted Guideline / 6–10 Dotted Extension Line, 6"	$	2,962.44
	$	79,531.32
ADD THE FOLLOWING ITEMS:		
Sign Panel, Relocate, Up to 12 SF	$	1,387.16
Painted Pavement Markings, Durable Paint, Yellow, Island Nose	$	4,498.48
Thermoplastic, Standard, White 2–4 Dotted Guideline / 6–10 Gap Extension, 6"	$	239.38
	$	6,125.02
SUBTOTAL THIS CHANGE:	$	85,656.34

Plan Revision 03

Plan Revision 03 included multiple scope adjustments driven by field conditions and system integration needs. Updates consisted of adding a CCTV assembly and OUC power service at Orange Avenue, revising metering and integration details for the Wrong-Way Driving system, replacing a damaged WWD pole at SR 414 / OBT westbound, and incorporating design modifications at the Pine Hills Road off-ramp to address field-identified constraints.

INCREASE THE FOLLOWING ITEMS:		
ITS and Lighting Cable Locator	$	4,351.95
Fiber Optic Cable (12 SM Fiber) (F&I)	$	1,841.31
Pull Box (F&I)	$	8,813.40
Small Fiber Optic Pull Box, 24" Dia (F&I)	$	2,678.10
Fiber Optic Conduit, 3-1" HDPE SDR 11, Trench or Plow	$	232.20
Fiber Optic Conduit, 4-1" HDPE SDR 11, Trench or Plow	$	121.30
Electrical Conduit, 1-2" HDPE SDR 11, Trench or Plow	$	110.80
Electrical Conduit, 2-2" HDPE SDR 11, Trench or Plow	$	253.20
Electrical Conduit, 3-2" HDPE SDR 11, Trench or Plow	$	1,495.20
Conduit, 1-1" HDPE SDR 11 and 4-2" HDPE SDR 11, Trench or Plow	$	2,295.68
Conduit, 1-1" RGS, Aboveground	$	350.60
Conduit, 3-2" RGS, Aboveground	$	2,787.60
Conduit, 6" HDPE SDR 11 Outer Duct w/ 2-2" HDPE SDR 11, Directional Bore	$	5,127.30
Electrical Power Assembly (F&I) (Underground)	$	10,821.26
Electrical Service Disconnect (Furnish and Install)	$	6,518.38
Electrical Conductors (Furnish and Install) (No. 6)	$	3,264.30
Electrical Conductors (Remove)	$	1,389.90
Prestressed Concrete Pole, F&I, Type P-II Service Pole	$	3,669.88
ITS Device Cabinet (Base Mounted) (Heat Shield) (334) (F&I)	$	12,298.26
Gigabit Ethernet Field Switch (F&I)	$	5,581.25
Gigabit Ethernet Field Switch Warranty (6 Year Warranty) (Furnish Only)	$	844.00
Fiber Optic Patch Panel – 12 Port (SM) (F&I)	$	3,798.00
Cut-to-Length Duplex Fiber Optic Jumper (SM) (F&I)	$	189.92
Uninterruptible Power Supply (F&I) (650W)	$	4,302.88
Uninterruptible Power Supply (650W) (5 Year Warranty) (Furnish Only)	$	867.55
Remote Power Manager / Environmental Sensor (F&I)	$	709.30
Enhanced WWD Sign (F&I)	$	33,689.84
WWDS Complete (Lidar) (A/C Power), Aluminum Finish (F&I) (Ramp)	$	80,849.93
	$	199,253.29
DECREASE THE FOLLOWING ITEMS:		
Conduit, 3-1" HDPE SDR 11 and 2-2" HDPE SDR 11, Directional Bore	$	(7,174.00)
Fiber Optic Conduit, 6" HDPE SDR 11 Outer Duct w/ 3-1" HDPE, Directional Bore	$	(10,286.25)
Conduit, 6" HDPE SDR 11 Outer Duct w/ 3-1" HDPE SDR 11 and 2-2" HDPE SDR 11, Directional Bore	$	(1,424.87)
Tubular Route Marker (Power)	$	(445.54)
Electrical Power Assembly (Adjust)	$	(5,874.07)
Electrical Conductors (Furnish and Install) (No. 3)	$	(1,133.16)
Vehicular Traffic Signal, Furnish & Install Aluminum, 3 Section, 1 Way	$	(1,504.22)
Vehicular Traffic Signal, Relocate – Includes Removal and Reinstallation	$	(2,418.48)
Vehicle Detection System – Microwave, Relocate, Above Ground Equipment	$	(2,509.38)
Single Column Ground Sign Assembly, F&I Ground Mount, Less Than 12 SF	$	(606.63)
Single Column Ground Sign Assembly, Remove	$	(72.80)
	$	(33,449.40)
ADD THE FOLLOWING ITEMS:		
Fiber Optic Cable (Remove)	$	1,302.00
Electrical Service Disconnect (Remove)	$	1,324.12
Electrical Conductors (Furnish and Install) (No. 2)	$	1,300.89
Prestressed Concrete Pole, Complete Removal – Pedestal/Service Pole	$	843.70
Aluminum Signals Pole, Remove	$	843.70
ITS Device Cabinet (Remove All Types)	$	8,726.28
Enhanced WWD Sign (Remove)	$	4,049.76
	$	18,390.45
SUBTOTAL THIS CHANGE:	$	184,194.34

Plan Revision 04

Plan Revision 04 added two new wrong-way detection ramp locations along SR 528 at Dallas Boulevard and Innovation Way.

INCREASE THE FOLLOWING ITEMS:		
Mobilization	$	31,509.57
Continuous Operation of ITS Devices	$	8,016.00
Maintenance of Traffic	$	43,182.00
ITS and Lighting Cable Locator	$	17,407.80
Fiber Optic Cable (12 SM Fiber) (F&I)	$	15,169.59
Pull Box (F&I)	$	35,253.60
Small Fiber Optic Pull Box, 24" Dia (F&I)	$	24,102.90
Junction Box (Surface Mounted) (F&I)	$	2,000.49
Fiber Optic Conduit, 3-1" HDPE SDR 11, Trench or Plow	$	1,044.90
Electrical Conduit, 1-2" HDPE SDR 11, Trench or Plow	$	554.00
Electrical Conduit, 2-2" HDPE SDR 11, Trench or Plow	$	63.30
Electrical Conduit, 3-2" HDPE SDR 11, Trench or Plow	$	1,780.00
Conduit, 2-1" HDPE SDR 11 and 2-2" HDPE SDR 11, Directional Bore	$	13,734.25
Conduit, 1-1" HDPE SDR 11 and 4-2" HDPE SDR 11, Trench or Plow	$	337.60
Conduit, 3-1" HDPE SDR 11 and 3-2" HDPE SDR 11, Trench or Plow	$	2,691.00
Conduit, 3-1" HDPE SDR 11 and 4-2" HDPE SDR 11, Directional Bore	$	3,565.90
Conduit, 1-1" RGS, Aboveground	$	701.20
Conduit, 1-2" RGS, Aboveground	$	360.30
Conduit, 2-2" RGS, Bridge Mounted	$	1,801.80
Conduit, 3-2" RGS, Aboveground	$	5,575.20
Conduit, 6" HDPE SDR 11 Outer Duct w/ 2-2" HDPE SDR 11, Directional Bore	$	13,926.00
Conduit, 6" HDPE SDR 11 Outer Duct w/ 2-1" HDPE SDR 11 and 2-2" HDPE SDR 11, Directional Bore	$	13,231.60
Tubular Route Marker (Fiber)	$	1,336.62
Electrical Power Assembly (Adjust)	$	5,874.07
Electrical Service Disconnect (Furnish and Install)	$	19,555.14
Electrical Power Transformer (Furnish and Install)	$	3,611.48
Electrical Conductors (Furnish and Install) (No. 6)	$	10,276.50
Prestressed Concrete Pole, F&I, Type P-II Service Pole	$	7,339.76
Vehicular Signal Auxiliaries, Repair/Replace/Retrofit – 12" LED Standard Module	$	956.04
ITS Device Cabinet (Base Mounted) (Heat Shield) (334) (F&I)	$	24,596.52
Gigabit Ethernet Field Switch (F&I)	$	11,162.50
Gigabit Ethernet Field Switch Warranty (6 Year Warranty) (Furnish Only)	$	1,688.00
Fiber Optic Patch Panel – 12 Port (SM) (F&I)	$	7,596.00
Cut-to-Length Duplex Fiber Optic Jumper (SM) (F&I)	$	759.68
Closet Connector Housing Panel w/ Factory Terminated Pigtails (F&I)	$	1,899.00
Splice Tray	$	79.13
Uninterruptible Power Supply (F&I) (650W)	$	8,605.76
Uninterruptible Power Supply (650W) (5 Year Warranty) (Furnish Only)	$	1,735.10
Remote Power Manager/Environmental Sensor (F&I)	$	1,418.60
Single Post Sign, F&I Custom, 31+ SF	$	5,980.21
Single Column Ground Sign Assembly, F&I Ground Mount, Less Than 12 SF	$	1,213.26
Single Column Ground Sign Assembly, F&I Ground Mount, 12.0–20.0 SF	$	2,347.38
Sign Panel, Furnish & Install Overhead Mount, Up To 12 SF	$	107,055.96
Sign Panel, Remove, Up To 12–20 SF	$	237.38
Retroreflective Sign Strip – Furnish and Install, 2'	$	633.00
Retro-Reflective / Raised Pavement Markers	$	506.40
Painted Pavement Markings, Durable Paint, Yellow, Island Nose	$	232.68
Thermoplastic, Standard, White, Message ("ONLY")	$	1,266.00
Thermoplastic, Standard, White, Arrow	$	1,107.75
Enhanced WWD Sign (F&I)	$	67,379.68
WWDS Complete (LiDAR) (A/C Power), Aluminum Finish (F&I) (Ramp)	$	161,699.86
	$	694,158.46
DECREASE THE FOLLOWING ITEMS:		
Single Column Ground Sign Assembly, Relocate	$	(19,530.16)
Single Column Ground Sign Assembly, Remove	$	(1,892.80)
	$	(21,422.96)

ADD THE FOLLOWING ITEMS:		
Fence Gate, Type B, Double, 18.1–20.0’ Opening	$	2,049.73
Conduit, 3-1" HDPE SDR 11 and 1-2" HDPE SDR 11, Trench or Plow	$	10,726.75
	$	12,776.48
SUBTOTAL THIS CHANGE:	$	685,511.98
TOTAL AMOUNT FOR PROJECT 599-526D	**$**	**950,428.90**

CONSENT AGENDA ITEM
#5

MEMORANDUM

TO: CFX Board Members

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

DATE: January 27, 2026

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

Board approval is requested to issue payments to Prince Contracting, LLC in the amount of $1,162,538.86 and Arcosa Traffic and Lighting Structures, LLC in the amount of $600,000.00 for material price index adjustments for the SR 417 Widening from from John Young Parkway to Landstar Boulevard project.

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

The following item has been adjusted: Steel Sign Structures.

Reviewed By:

DocuSign Envelope ID: 8600E4EF-0B0C-4D70-B4DD-849C6201D32C

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

July 20, 2022

DCE MEMORANDUM NO. 22-11
(FHWA Approved 7-18-22)

TO: **DISTRICT CONSTRUCTION ENGINEERS**

DocuSigned by:
Ashley Anderson
47050742AF004DA...

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

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

SUBJECT: STEEL SIGN STRUCTURES AND MAST ARMS MATERIAL PRICE INDICES

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

For active construction contracts, the Contractor has up to six weeks from the date of this memo to request or decline adoption of the attached specification. If the Contractor submits such a request, material price adjustments shall be made retroactively from the beginning of the contract through final acceptance to produce a cost adjustment which will be applied to the last estimate prior to final acceptance. This adjustment will be calculated by comparing the applicable Index value at the time of letting to the Index value at the time of invoiced material acquisition for new steel sign structures and mast arms 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.

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The following conditions apply:

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

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

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

- Material Price Adjustment 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.

TL/aa

CONSENT AGENDA ITEM #6

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*
Director of Supplier Management

DATE: January 28, 2026

SUBJECT: Approval of Contract Award to Kisinger Campo & Associates, Corp. for Construction Engineering and Inspection Services for SR 516 from Cook Road to Lake/Orange County Line
Project No. 516-237, Contract No. SCON-10000414

A request for Letters of Interest for the above referenced project was advertised on August 31, 2025. Three (3) responses were received by the September 16, 2025 deadline. Those firms were KCI Technologies, Inc., Kisinger Campo & Associates, Corp. and GFT (formerly TranSystems Corporation d/b/a TranSystems Corporation Consultants).

The Evaluation Committee, after reviewing the Letters of Interest, met on September 24, 2025 and shortlisted all the firms.

The Technical Committee after reviewing the technical proposals, heard presentations and prepared its final ranking on November 4, 2025. The result is shown below:

Ranking	Firm
1	Kisinger Campo & Associates, Corp.
2	GFT (formerly TranSystems Corporations d/b/a TranSystems Corporation Consultants)
3	KCI Technologies, 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 construction engineering and inspections services.

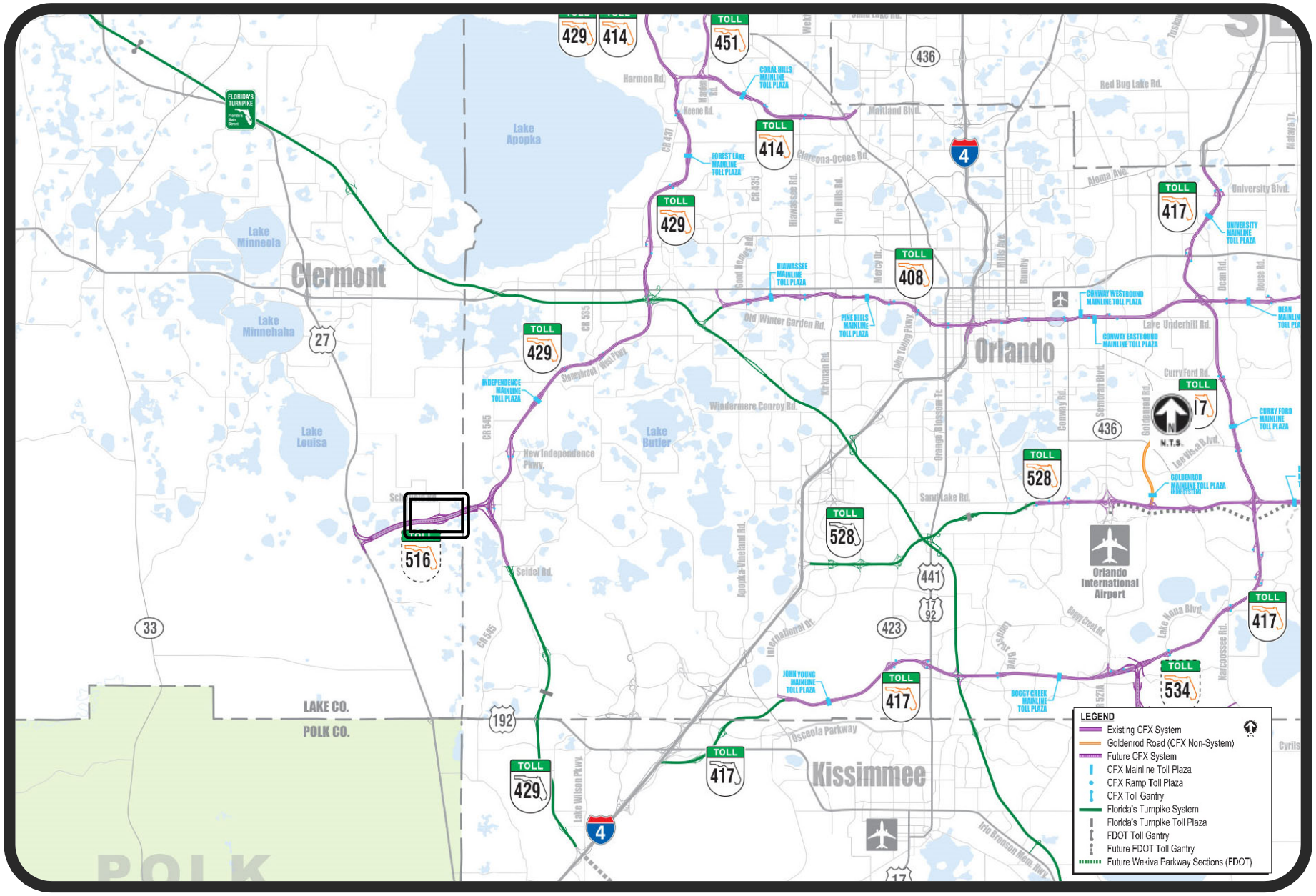
Board award of the contract to Kisinger Campo & Associates, Corp. in the amount of $11,950,000.00 for five years with an extension option is requested.

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

Reviewed by:

Jack Burch, PE
Director of Construction

Glenn Pressimone, PE
Chief of Infrastructure



Project Location Map for
SR 516 From Cook Road to the County Line (516-237)

Aneth Williams

From: Aneth Williams
Sent: Monday, December 29, 2025 10:49 AM
Cc: Michelle Maikisch; Lisa Lumbard; Mimi Lamaute; Aneth Williams
Subject: Board Notification of Approval of Final Ranking and Authorization for Negotiations for LOI-250802
Attachments: B- LOI-250802 Final Minutes and Ranking.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 Services for SR 516 from Cook Road to Lake/Orange County Line; LOI No. 250802, was advertised on August 31, 2025.

Three (3) responses were received by the September 16, 2025 deadline. Those firms were KCI Technologies, Inc., Kisinger Campo & Associates, Corp. and GTC (formally TranSystems Corporation d/b/a TranSystems Corporation Consultants. On September 24, 2025, the Evaluation Committee shortlisted all the firms to submit technical proposals.

The Technical Committee, after reviewing the technical proposals prepared its final ranking on November 4, 2025. The result is shown below:

Ranking	Firm
1	Kisinger Campo & Associates, Corp.
2	GTC (formally TranSystems Corporation d/b/a TranSystems Corporation Consultant
3	KCI Technologies, Inc.

As authorized by the procurement policy, I approved the final ranking and directed staff to begin negotiations with the top firm. Once negotiations are completed, the contract will be submitted to the Board for approval. Please reach out to me if you have any questions.

Thank you.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
30 YEARS EPASS FLORIDA'S FIRST TOLL PASS
uni

Aneth Williams, CPPO, CPPB
Director of Procurement

Central Florida Expressway Authority
a. 4974 ORL Tower Road, Orlando, FL 32807
e. Aneth.Williams@cfxway.com
o. 407-690-5365 c. 407-341-8498

AGREEMENT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

AND

KISINGER CAMPO & ASSOCIATES, CORP.

CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES FOR SR 516 FROM COOK ROAD TO LAKE/ORANGE COUNTY LINE

CONTRACT NO. SCON-10000414

CONTRACT AMOUNT: $11,950,000.00

AGREEMENT, SCOPE OF SERVICES, METHOD OF COMPENSATION, DETAILS OF COSTS AND FEES, AND PROJECT ORGANIZATIONAL CHART, PROJECT MAP, AND POTENTIAL CONFLICT FORM

AGREEMENT, SCOPE OF SERVICES, METHOD OF COMPENSATION, DETAILS OF COSTS AND FEES, AND PROJECT ORGANIZATIONAL CHART, PROJECT MAP, AND POTENTIAL CONFLICT FORM

FOR

CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES FOR SR 516 FROM COOK ROAD TO LAKE/ORANGE COUNTY LINE

CONTRACT NO. SCON-10000414

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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D	Exhibit “D”, Project Organization Chart	
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CONTRACT NO. SCON-10000414

between

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

and

KISINGER CAMPO & ASSOCIATES, CORP.

regarding

CONSTRUCTION ENGINEERING AND INSPECTION (CEI) SERVICES FOR SR 516 FROM COOK ROAD TO LAKE/ORANGE COUNTY LINE

THIS CONTRACT (**"Contract"**) is entered into by and between the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY** (**"CFX"**), a body politic and corporate, and an agency of the State of Florida, with its principal place of business located at 4974 ORL Tower Road, Orlando, Florida 32807, and **KISINGER CAMPO & ASSOCIATES, CORP.**, hereinafter called "CONSULTANT," registered and authorized to conduct business in the State of Florida, carrying on professional practice in engineering, with offices located at 111 N. Magnolia Ave., Suite 1050, Orlando, FL 32801, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged. CFX and Consultant may be herein referred to individually as the **"party"** or collectively as the **"parties"**.

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. SCON-10000414, SR 516 from Cook Road To Lake/Orange County Line. 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. SCON-10000414 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 40 months and a period of one month 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 42 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:

A2 Group, Inc. (SBE)
Adaptive Consulting Engineers, LLC
Aerial Innovations
Ardaman & Associates, Inc.
Consulex
C.P.W. Construction, Inc.
DRMP, Inc.
GRL Engineers, Inc.
KOW and Associates
Metric Engineering, Inc.
PI Consulting Services, LLC
Rummel, Klepper & Kahl, LLP

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 $11,950,000.00. 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 111 N. Magnolia Ave., Suite 1050, Orlando, FL 32801.

Notwithstanding Section 16, entitled "Communications, Public Relations, and Use of Logos," CONSULTANT acknowledges that CFX is a body politic and corporate, an agency of the State of Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes. To the extent that the CONSULTANT is in the possession of documents that fall within the definition of public records subject to the Public Records Act, which public records have not yet been delivered to CFX, Consultant agrees to comply with Section 119.0701, Florida Statutes.

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

An excerpt of Section 119.0701, Florida Statutes is below.

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

Per Section 119.0701(b). The contractor shall comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

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

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

8.0 COMPLIANCE WITH LAWS

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

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

8.1 Limitation of Liability: PURSUANT TO SECTION 558.0035(1)(D), FLORIDA STATUTES, CONSULTANT MAINTAINS ANY PROFESSIONAL LIABILITY INSURANCE REQUIRED UNDER THIS CONTRACT. THEREFORE, PURSUANT TO SECTION 558.0035(1)(C), FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF THE CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF DESIGN PROFESSIONAL SERVICES RENDERED UNDER THIS CONTRACT.

9.0 WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONSULTANT hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached **Exhibit "C"**, Details of Costs and Fees, supporting the

compensation provided in Paragraph 6.0 are accurate, complete and current as of the date of this Agreement. It is further agreed that said price provided in Paragraph 6.0 hereof shall be adjusted to exclude any significant sums where CFX shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one year following the date of final billing or acceptance of the work by CFX, whichever is later.

10.0 TERMINATION

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

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

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

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

CFX reserves the right to cancel and terminate this Agreement in the event the CONSULTANT or any employee, servant, or agent of the CONSULTANT is indicted or has a direct information issued against him for any crime arising out of or in conjunction with any work being performed by the CONSULTANT for or on behalf of CFX, without penalty. It is understood and agreed that in the event of such termination, all tracings, plans, specifications, maps, and data prepared or obtained under this Agreement shall immediately be turned over to CFX. The CONSULTANT shall be compensated for work properly performed rendered up to the time of any such termination in accordance with Paragraph 6.0 hereof. CFX also reserves the right to terminate or cancel this Agreement in the event the CONSULTANT shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors. CFX further reserves the right to suspend the qualifications of the CONSULTANT to do business with CFX upon any such indictment or direct information. In the event that any such person against whom any such indictment or direct information is brought shall have such indictment or direct information dismissed or be found not guilty, such suspension on account thereof may be lifted by CFX.

11.0 ADJUSTMENTS

All services shall be performed by the CONSULTANT to the reasonable satisfaction of the Project Manager who shall decide all questions, difficulties, and dispute of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount, and value thereof. Adjustments of compensation and term of the Agreement, because of any major changes in the work that may

become necessary or desirable as the work progresses, shall be left to the discretion of the Executive Director as memorialized in mutually executed Supplemental Agreement(s). Disputes between the Project Manager and the CONSULTANT that cannot be resolved shall be referred to CFX's Executive Director whose decision shall be final.

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

12.0 HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY

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

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

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

In the event a lawsuit is filed against CFX alleging negligence or wrongdoing by the CONSULTANT, CFX and the CONSULTANT will jointly discuss options in defending the lawsuit. After reviewing the lawsuit, CFX will determine whether to request the participation of the CONSULTANT in the defense of the lawsuit or to request that the CONSULTANT defend CFX in such lawsuit as described in this section. CFX's failure to notify the CONSULTANT of a notice of claim will not release the CONSULTANT from any of the requirements of this section upon subsequent notification by CFX to the CONSULTANT of the notice of claim or filing of a lawsuit.

CFX is an agency of the State of Florida whose limits of liability are set forth in Section 768.28, Florida Statutes, and nothing herein shall be construed to extend the limits of liability of CFX beyond that provided in Section 768.28, Florida Statutes. Nothing herein is intended as a waiver of CFX's sovereign immunity under Section 768.28, Florida Statutes, or law. Nothing hereby shall inure to the benefit of any third party for any purpose, which might allow claims

otherwise barred by sovereign immunity or operation of law.

With the express exception for payments for work properly performed, CFX's obligations and liability hereunder, or as otherwise related to this Contract, shall be strictly limited to those limits per claim and per occurrence set forth for tort liability in Section 768.28, Florida Statutes, which limits are hereby made applicable to all manner of claims against CFX regardless of the equitable or legal theory upon which such claims may be based (e.g., contract, tort, strict liability, etc.) and are not confined to tort liability. Moreover, CFX shall not be responsible to Contractor or any third party for any indirect damages, incidental damages, consequential damages, exemplary damages of any kind, lost goods, lost profits, lost business, or any indirect economic damages whatsoever.

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

13.0 INFRINGEMENT OF PATENTS AND COPYRIGHTS

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

14.0 THIRD PARTY BENEFICIARY

There are no third-party beneficiaries of this Agreement and nothing in this Agreement, express or implied, is intended to confer on any person other than the parties hereto (and their respective successors, heirs and permitted assigns), any rights, remedies, obligations or liabilities.

15.0 INSURANCE

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

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

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

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

15.1 Commercial General Liability coverage shall be on an occurrence form policy for all operations including, but not limited to, Contractual, Products and Completed Operations, and Personal Injury. The limits shall be not less than One Million Dollars ($1,000,000) per occurrence, Combined Single Limits (CSL) or its equivalent. The general aggregate limit shall apply separately to this Agreement (with the ISO CG 25 01 or insurer's equivalent endorsement provided to CFX) or the general aggregate limit shall be twice the required occurrence limit. CFX, its employees, members, officers, agents, consultants, and successors shall be named as Additional Insured under this policy. Insurance Services Office endorsement CG 20 10 (11 85 edition date) or both CG 20 10 and CG 20 37 (12 19 edition dates) forms (if later edition dates are used), shall be used to meet these requirements and a photocopy of same shall be provided with the Certificate. The CONSULTANT further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Independent Consultants, Broad Form Property Damage, X-C-U Coverage, Contractual Liability, or Severability of Interests. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be excess to any policy of insurance required herein. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

15.2 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. In the event the CONSULTANT does not own automobiles the CONSULTANT shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy. An additional insured endorsement naming CFX as an additional insured is also required to be submitted and maintained throughout the policy term.

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

15.3 Workers' Compensation Insurance shall be provided as required by law or regulation (statutory requirements). The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of CFX for all work performed by the CONSULTANT, its employees, agents and subconsultants.

15.4 Professional Liability Coverage shall have limits of not less than One Million Dollars ($1,000,000) per claim, 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:
Kisinger Campo & Associates, Corp.
111 N. Magnolia Ave., Suite 1050
Orlando, FL 32801
Attn: Antonio Rodriguez, PE

Kisinger Campo & Associates, Corp.
111 N. Magnolia Ave., Suite 1050
Orlando, FL 32801
Attn: Dewey Martin, 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 12th day of February, 2026, and Kisinger Campo & Associates, Corp., signing through its undersigned signatory, duly authorized to execute same.

KISINGER CAMPO & ASSOCIATES, CORP.	**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**
BY:_____	BY:_____
Authorized Signature	Director of Procurement
Title:_____	Print Name: Zulay Millan
Print Name:_____	

ATTEST:_____(Seal)
Secretary or Notary

Approved as to form only, for exclusive reliance upon by the Central Florida Expressway Authority only, on this ____ day of _____, 20____.

_____
Cristina T. Berrios, 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 Project No. 516-237, SR 516 from Cook Road to Lake/Orange County Line.

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 five (5) 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 without the prior written authorization of the Director of Construction. No subconsultant shall be added with projected fees over $75,000.00 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 Supplier Management

DATE: January 22, 2026

SUBJECT: Approval of Second Contract Renewal with Avant Engineering Group, LLC for Miscellaneous Design Consultant Services
Contract No. SCON-10000115

Board approval of the second renewal for the above referenced contract with Avant Engineering Group, LLC in the amount of $1,000,000.00 for one year beginning on March 9, 2026 and ending March 8, 2027 is requested. The original contract was for three years with two one-year renewals.

The work to be performed includes miscellaneous design services.

Original Contract	$3,000,000.00
Supplemental Agreement No. 1	$ 600,000.00
First Renewal	$1,000,000.00
Supplemental Agreement No. 2	$ 500,000.00
Second Renewal	$1,000,000.00
Total	$6,100,000.00

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

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

David Falk, PE
irector of Engineering

Glenn Pressimone, PE
Chief of Infrastructure

RENEWAL NO. 2
to
CONTRACT NO. SCON-10000115
between
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
and
AVANT ENGINEERING GROUP, LLC

THIS RENEWAL AGREEMENT (**"Renewal"**) is made and entered into between **Central Florida Expressway Authority** (**"CFX"**) and **Avant Engineering Group, LLC** (**"Consultant"**) for good and valuable consideration, the sufficiency of which is hereby mutually acknowledged. CFX and Consultant may be referenced individually as a **"Party"** or collectively as the **"Parties."**

A. Renewal of Agreement. The Parties hereto agree as follows:

(1) The agreement between the Parties identified as **Contract No. SCON-10000115**, inclusive of any existing prior amendments, supplemental agreements, renewals, and/or extensions thereto (collectively, the **"Agreement"**) is hereby renewed by extension of the Agreement's term, with such **"Renewal Term"** beginning on **03/09/2026** and expiring on **03/08/2027**.

(2) This Renewal shall extend the applicability of the Agreement's "Not to Exceed" Contract Amount of **$3,000,000.00** to include the Renewal Term; however, additional funding for the Renewal Term, if any, shall be limited to the amount provided in **Paragraph B: Additional Compensation** below.

B. Additional Compensation. The Parties agree to amend the Agreement's "Not to Exceed" Contract Amount as follows:

(select one)

☐ No amendment (**$0.00** increase).

☒ An increase of **$1,000,000.00**, thereby amending the "Not to Exceed" Contract Amount for the Agreement, inclusive of the Renewal Term, to: **$6,100,000.00**.

C. Human Trafficking. In accordance with Section 787.06(13), Florida Statutes, when a contract is executed, renewed, or extended between a private entity and CFX, such private entity must provide an affidavit signed by an officer or a representative to CFX under penalty of perjury attesting the private entity does not use coercion for labor or services, as defined in Section 787.06(2)(a), Florida Statutes. Such affidavit is hereto attached as **CFX-220: Human Trafficking Affidavit**.

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

E. Binding Effect. To the extent not amended by this Renewal, the Parties hereby reaffirm all terms and conditions in the Agreement, which are hereby incorporated into this Renewal and shall remain in full force and effect. To the extent there is a conflict between the terms of this Renewal and the Agreement, the terms and conditions of this Renewal shall prevail. This Renewal and the Agreement shall together represent the full agreement between the Parties.

IN WITNESS WHEREOF, effective as of the latter execution date below, the Parties have made and executed this Renewal: CFX, signing by and through its Director of Procurement, authorized to execute the same by Board action on February 12, 2026, and Avant Engineering Group, LLC signing through its undersigned signatory, duly authorized to execute same.

AVANT ENGINEERING GROUP, LLC	**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**
By: _____	By: _____
Print Name: _____	Print Name: Zulay Millan
Title: _____	Title: Director of Procurement
Date: _____	Date: _____

ATTEST: _____
Secretary or Notary

SUPPLEMENTAL AGREEMENT NO. 2
to
CONTRACT NO. 001835
between
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
and
AVANT ENGINEERING GROUP, LLC
regarding
MISCELLANEOUS DESIGN CONSULTANT SERVICES (SSBE)
(Project No.: N/A)

THIS SUPPLEMENTAL AGREEMENT (**"Supplement"**) is made and entered into between **CENTRAL FLORIDA EXPRESSWAY AUTHORITY** (**"CFX"**) and **AVANT ENGINEERING GROUP, LLC** (**"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. Amendments. The agreement between the Parties identified as **Contract No. 001835** inclusive of any existing prior amendments, supplemental agreements, renewals, and/or extensions thereto (collectively, the **"Agreement"**) is hereby amended as follows:

(1) **Exhibit "A", Scope of Services,** of the Agreement is hereby amended to include the additional services outlined in Consultant's letter to CFX, dated November 12, 2025, which is included as part of **Attachment "1"** hereto. **Attachment "1"** is fully incorporated herein by reference.

(2) **Exhibit "B", Method of Compensation,** of the Agreement is hereby amended as follows:

a. The Total Maximum Limiting Amount is adjusted upward by **$500,000.00** to **$5,100,000.00**.

B. Effect on Agreement. All provisions of the Agreement not specifically modified herein shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplement and the Agreement, the provisions of this Supplement shall take precedence.

C. 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.

D. 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.

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 December 11, 2025, and Consultant signing through its undersigned signatory, duly authorized to execute same.

AVANT ENGINEERING GROUP, LLC

By: Erez Dayan Digitally signed by Erez Dayan Date: 2025.11.19 17:49:45-05'00'

Print Name: Erez Dayan, PE

Title: Vice President

Date: 11/19/2025

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams

Print Name: Aneth Williams

Title: Director of Procurement

Date: 12/12/2025

AVANT
ENGINEERING GROUP

Attachment "1"

November 12, 2025

Aaron Johnson, PE
Engineering Project Manager
Central Florida Expressway Authority (CFX)
4974 ORL Tower Road, Orlando, FL 32807

Reference: **CFX Contract No. 001835**
Misc. Design Consultant Services (SSBE)
Supplemental Agreement Request

Dear Mr. Johnson:

We are writing to formally request a supplemental agreement in the amount of $500,000 to add tasks that support projects already in the Work Plan. This funding is essential to ensure that the projects are executed in a timely manner and delivered to the highest standards.

We are committed to delivering exceptional results and upholding our responsibilities as outlined in the Work Plan. We are confident that this funding will significantly contribute to our ability to achieve these goals.

We appreciate your consideration of this request and are happy to provide any further information or details needed to support the approval process.

Should you have any questions or comments that require attention please do not hesitate to contact me. My direct line is 407-946-2892 and my email is edayan@avanteng.com.

Respectfully submitted,

Erez Dayan, P.E.
Avant Engineering Group, LLC
Vice President

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 1 AGREEMENT
CONTRACT NO. 001835

THIS CONTRACT RENEWAL NO. 1 AGREEMENT ("Renewal Agreement"), is made and entered into between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called "CFX", and Avant Engineering Group, LLC, a Florida limited liability company, registered and authorized to do business in the State of Florida, hereinafter called the ("Consultant"). CFX and Consultant are referred to herein sometimes as a "Party" or the "Parties."

WITNESSETH

WHEREAS, on December 9, 2021, CFX and the Consultant entered into a Contract Agreement (the "Original Agreement"), with a Notice to Proceed dated March 9, 2022, and supplemented by Supplemental Agreement no. 1 dated November 14, 2024, whereby CFX retained the Consultant to provide miscellaneous design consultant services.

WHEREAS, the Parties seek to renew the Original CFX Contract for a period of one (1) year in accordance with the terms and conditions hereof.

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

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

2. **Renewal Term**. CFX and Consultant agree to exercise the first renewal of said Original Agreement, which renewal shall begin on March 9, 2025 and end on March 8, 2026 ("Renewal Term"), unless otherwise extended as provided in the Original Agreement.

3. **Compensation for Renewal Term**. The Consultant shall be compensated for any and all services performed during the Renewal Term under this Renewal Agreement in accordance with the compensation schedule of the Original Agreement in an amount up to $1,000,000.00 ("Renewal Compensation"). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the Consultant pursuant to the terms of the Original Agreement, and any supplements or amendments thereto.

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

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 December 2024, and Avant Engineering Group, LLC. signing through its Vice President, duly authorized to execute same.

AVANT ENGINEERING GROUP, LLC

By: Erez Dayan

Print Name: Erez Dayan

Title: Vice President

Date: December 30, 2024

ATTEST: _____(SEAL)

Secretary or Notary

If Individual, furnish two witnesses:

By: Maria E. Martinez

Print Name: Maria E. Martinez

By: _____

Print Name: _____

MARIA ELENA MARTINEZ
Notary Public
State of Florida
Comm# HH309279
Expires 9/6/2026

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams

Print Name: Aneth Williams

Title: Director of Procurement

Date: 1/13/2025

Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this 10th day of January, 2025 for its exclusive use and reliance.

By: Angela J. Wallace Digitally signed by Angela J. Wallace Date: 2025.01.10 09:41:27 -05'00'

Angela J. Wallace
General Counsel

Project N/A
Contract 001835

SUPPLEMENTAL AGREEMENT NO. 1

TO

AGREEMENT FOR PROFESSIONAL SERVICES

MISCELLANEOUS DESIGN CONSULTANT SERVICES (SSBE)

THIS SUPPLEMENTAL AGREEMENT NO. 1 TO AGREEMENT FOR PROFESSIONAL SERVICES MISCELLANEOUS DESIGN ("Supplemental Agreement") is made and entered into by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called "CFX", and the consulting firm of AVANT ENGINEERING GROUP, LLC, a Florida corporation, hereinafter called the "CONSULTANT".

WHEREAS, CFX and CONSULTANT entered into that certain Agreement for Professional Services between CFX and the CONSULTANT, dated December 9, 2021, ("Agreement"); and

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

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

1. Funding is adjusted upward by $600,000.00 to allow the CONSULTANT to complete tasks for projects included in the Work Plan.
2. Exhibit "B" Method of Compensation of the Agreement is hereby amended as follows:
    a. The amount not to exceed in section 2.1 is increased by $600,000.00.
    b. The Total Maximum Limiting Amount is increased to $3,600,000.00.
3. All provisions of said Agreement, or any amendments or supplements thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and the Agreement, or any existing supplements or amendments thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

IN WITNESS WHEREOF, the parties have made and executed this Supplemental Agreement: CENTRAL FLORIDA EXPRESSWAY AUTHORITY, signing by and through its Director of Procurement, authorized to execute same by Board action on the 14th day of November, 2024, and AVANT ENGINEERING GROUP, LLC signing through its Vice President, duly authorized to execute same.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams Date: 11/14/2024

Print Name: Aneth Williams Title: Director of Procurement

AVANT ENGINEERING GROUP, LLC

By:  Date: 11/01/2024

Print Name: Erez Dayan Title: Vice President

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

By: Angela J. Wallace Digitally signed by Angela J. Wallace Date: 2024.11.01 14:36:08 -04'00' Date: November 1, 2024

Print Name: Angela J. Wallace Title: General Council

October 31, 2024

Aaron Johnson, PE
Engineering Project Manager
Central Florida Expressway Authority (CFX)
4974 ORL Tower Road, Orlando, FL 32807

Reference: **CFX Contract No. 001835**
Misc. Design Consultant Services (SSBE)
Supplemental Agreement Request

Dear Mr. Johnson:

We are writing to formally request a supplemental agreement in the amount of $600,000 to add tasks that support projects already in the Work Plan. This funding is essential to ensure that the projects are executed in a timely manner and delivered to the highest standards.

We are committed to delivering exceptional results and upholding our responsibilities as outlined in the Work Plan. We are confident that this funding will significantly contribute to our ability to achieve these goals.

We appreciate your consideration of this request and are happy to provide any further information or details needed to support the approval process.

Should you have any questions or comments that require attention please do not hesitate to contact me. My direct line is 407-946-2892 and my email is edayan@avanteng.com.

Respectfully submitted,

Erez Dayan, P.E.
Avant Engineering Group, LLC
Vice President

AGREEMENT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

AND

AVANT ENGINEERING GROUP, LLC

MISCELLANEOUS DESIGN CONSULTANT SERVICES (SSBE)

CONTRACT NO. 001835

CONTRACT DATE: DECEMBER 09, 2021

CONTRACT AMOUNT: $3,000,000.00

AGREEMENT, SCOPE OF SERVICES, METHOD OF COMPENSATION, DETAILS OF COSTS AND FEES, PROJECT ORGANIZATIONAL CHART, AND POTENTIAL CONFLICT OF INTEREST FORM

AGREEMENT, SCOPE OF SERVICES, METHOD OF COMPENSATION, DETAILS OF COSTS AND FEES, PROJECT ORGANIZATIONAL CHART, AND POTENTIAL CONFLICT OF INTEREST FORM

FOR

MISCELLANEOUS DESIGN CONSULTANT SERVICES (SSBE)

CONTRACT NO. 001835

DECEMBER 2021

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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Contract No. 001835

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into this 9th day of December 2021, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, created by Chapter 2014-171, Laws of Florida, which is codified in Chapter 348, Part III of the Florida Statutes, hereinafter "CFX," and AVANT ENGINEERING GROUP, LLC, hereinafter called "CONSULTANT," registered and authorized to conduct business in the State of Florida, carrying on professional practice in engineering, with offices located at 1300 Minnesota Avenue, Suite 201, Winter Park, FL 32789.

WITNESSETH:

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

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

1.0. DEFINITIONS.

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

2.0. SERVICES TO BE PROVIDED

CFX does hereby retain the CONSULTANT to furnish certain miscellaneous design consultant services as identified in this Contract, Contract No. 001835.

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

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

The work covered by this Agreement includes the professional services related to planning and engineering as described in **Exhibit "A."**

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

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

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

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

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

3.0 TERM OF AGREEMENT AND RENEWALS

Unless otherwise provided herein or by Supplemental Agreement, the provisions of this Agreement will remain in full force and effect for a three (3) year term from the date of the Notice to Proceed for the required project services as detailed in **Exhibit "A,"** with two one-year renewals at CFX's option. The options to renew are at the sole discretion and election of CFX. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by the CONSULTANT are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide CONSULTANT with written notice of its intent at least thirty (30) days prior to the expiration of the original term and subsequent renewal, if any.

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

4.0 PROJECT SCHEDULE

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

In the event there are delays on the part of CFX as to the approval of any of the materials submitted by the CONSULTANT or if there are delays occasioned by circumstances beyond the control

of the CONSULTANT, which delay the scheduled project completion date, CFX may grant to the CONSULTANT by "Letter of Time Extension" an extension of the scheduled project completion date equal to the aforementioned delays. The letter will be for time only and will not include any additional compensation.

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

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

5.0 PROFESSIONAL STAFF

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

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

The approved subconsultants are:

Avant Engineering Group, LLC (Class I)
TLP Engineering Consultants, Inc. (Class I)
Bentley Architects and Engineers, Inc. (Class I)
The Lunz Group, Inc. (Class I)
SGM Engineering, Inc. (Class I)
Florida Bridge & Transportation, Inc. (Class I)
DRMP, Inc. (Class I, II)
Brindley Peters & Associates, Inc. (Class I)
Faller, Davis & Associates, Inc. (Class I)
C.T. HSU & Associates, P.A. (Class I)
Dix.Hite + Partners, Inc. (Class I)
Geotechnical and Environmental Consultants, Inc. (Class II)

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

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

6.0 COMPENSATION

CFX agrees to pay the CONSULTANT compensation as detailed in **Exhibit "B"**, Method of Compensation, attached hereto and made a part hereof, in the not-to-exceed amount of $3,000,000.00 for the initial three-year term of this Agreement. Bills for fees or other compensation for services or expenses shall be submitted to CFX in detail sufficient for a proper pre-audit and post audit thereof.

The CONSULTANT may be liable for CFX costs resulting from errors or deficiencies in designs furnished under this Agreement. CFX may enforce such liability and collect the amount due if the recoverable cost will exceed the administrative cost involved or is otherwise in CFX's best interest.

Records of costs incurred by the CONSULTANT under terms of this Agreement shall be maintained and made available upon request to CFX at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to CFX upon request. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed. The obligations in this paragraph survive the termination of the Agreement and continue in full force and effect.

Records of costs incurred includes the CONSULTANT's general accounting records and the project records, together with supporting documents and records, of the CONSULTANT and all subconsultants performing work on the project, and all other records of the CONSULTANT and subconsultants considered necessary by CFX for a proper audit of project costs.

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

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

7.0 DOCUMENT OWNERSHIP AND RECORDS

All plans, documents, reports, studies, and/or other data prepared or obtained under this Agreement shall be considered instruments made for services and shall become the property of CFX without restriction or limitation on their use on this project; and shall be made available, upon request, to CFX at any time. CFX will have the right to visit the site for inspection of the work and the drawings of the CONSULTANT at any time. Unless changed by written agreement of the parties, said site shall be 1300 Minnesota Avenue, Suite 201, Winter Park, FL 32789.

Notwithstanding Section 15, entitled "Communications, Public Relations, and Use of Logos," CONSULTANT acknowledges that CFX is a body politic and corporate, an agency of the State of Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes. To the extent that the CONSULTANT is in the possession of documents that fall within the definition of public records subject to the Public Records Act, which public records have not yet been delivered to CFX, CONSULTANT agrees to comply with Section 119.0701, Florida Statutes.

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

An excerpt of Section 119.0701, Florida Statutes is below.

> Per Section 119.0701(1), "Contractor" means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).
>
> Per Section 119.0701(b). The contractor shall comply with public records laws, specifically to:
>
> 1. Keep and maintain public records required by the public agency to perform the service.
> 2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
> 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
> 4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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

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

8.0 COMPLIANCE WITH LAWS

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

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

8.1 Limitation of Liability: PURSUANT TO SECTION 558.0035(1)(D), FLORIDA STATUTES, CONSULTANT MAINTAINS ANY PROFESSIONAL LIABILITY INSURANCE REQUIRED UNDER THIS CONTRACT. THEREFORE, PURSUANT TO SECTION 558.0035(1)(C), FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF THE CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF PROFESSIONAL SERVICES RENDERED UNDER THIS PROFESSIONAL SERVICES CONTRACT.

9.0 WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

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

10.0 TERMINATION

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

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

If CFX requires termination of the Agreement for reasons other than unsatisfactory performance of the CONSULTANT, CFX shall notify the CONSULTANT in writing of such termination, not less

than seven (7) calendar days as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

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

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

11.0 ADJUSTMENTS

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

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

12.0 HOLD HARMLESS AND INDEMNIFICATION

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

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

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

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

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

13.0 INFRINGEMENT OF PATENTS AND COPYRIGHTS

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

The obligations in Section 13.0, Infringement of Patents and Copyrights, shall survive the expiration or termination of this Agreement and continue in full force and effect.

14.0 INSURANCE

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

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

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

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

policy of insurance required herein. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

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

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

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

14.4 Professional Liability Coverage shall have limits of not less than One Million Dollars ($1,000,000) Combined Single Limit (CSL) or its equivalent, protecting the selected firm or individual against claims of CFX for negligence, errors, mistakes or omissions in the performance of services to be performed and furnished by the CONSULTANT.

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

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

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

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

Compliance with these insurance requirements shall not relieve or limit the CONSULTANT's liabilities and obligations under this Agreement. Failure of CFX to demand such certificate or evidence

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

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

15.0 COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS

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

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

16.0 CONFLICT OF INTEREST AND STANDARD OF CONDUCT

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

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

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

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

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

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

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

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

17.0 DOCUMENTED ALIENS

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

The obligations in Section 17.0, Documented Aliens, shall survive the expiration or termination of this Agreement and continue in full force and effect.

18.0 E-VERIFY CLAUSE

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

19.0 INSPECTOR GENERAL

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

20.0 PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

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

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

21.0 COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

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

21.1. submitted a false certification as provided under Florida Statute 287.135(5); or
21.2. been placed on the Scrutinized Companies with Activities in Sudan List; or

21.3. been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or
21.4. been engaged in business operations in Cuba or Syria; or
21.5. found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

22.0 AVAILABILITY OF FUNDS

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

23.0 AUDIT AND EXAMINATION OF RECORDS

23.1 Definition of Records:

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

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

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

23.3 If CFX requests access to or review of any Contract Documents or Proposal Records and CONSULTANT refuses such access or review, or delays such access or review for over ten (10) calendar days, CONSULTANT shall be in default under its Contract with CFX, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of CONSULTANT. These provisions shall not be limited in any manner by the existence of any CONSULTANT claims or pending litigation relating to the Contract. Disqualification or suspension of the CONSULTANT for failure to comply with this section shall

also preclude the CONSULTANT from acting in the future as a subcontractor of another contractor doing work for CFX during the period of disqualification or suspension. Disqualification shall mean the CONSULTANT is not eligible for and shall be precluded from doing future work for CFX until reinstated by CFX.

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

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

23.6 The obligations in Section 23.0, Audit and Examination of Records, shall survive the expiration or termination of this Agreement and continue in full force and effect.

24.0 GOVERNING LAW AND VENUE

This Agreement shall be governed by and constructed in accordance with the laws of the State of Florida. The parties consent to the exclusive jurisdiction of the courts located in Orange County, Florida. The obligations in Section 24.0, Governing Law and Venue, shall survive the expiration or termination of this Agreement and continue in full force and effect.

25.0 NOTICE

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

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

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

To CONSULTANT: Avant Engineering Group, LLC
1300 Minnesota Avenue, Suite 201
Winter Park, FL 32789
Attn: Erez Dayan, P.E.

Avant Engineering Group, LLC
1300 Minnesota Avenue, Suite 201
Winter Park, FL 32789
Attn: Lizette Martinez, P.E.

26.0. HEADINGS

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

27.0 CONTRACT LANGUAGE AND INTERPRETATION

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

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

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

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

28.0 ASSIGNMENT

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

29.0 SEVERABILITY

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

30.0 INTEGRATION

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

31.00 ATTACHMENTS

Exhibit “A”, Scope of Services
Exhibit “B”, Method of Compensation
Exhibit “C”, Details of Cost and Fees
Exhibit “D”, Project Organization Chart
Exhibit “E”, Potential Conflict Disclosure Form

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the CONSULTANT and CFX have caused this instrument to be signed by their respective duly authorized officials, as of the day and year first above written. This Contract was awarded by CFX's Board of Directors at its meeting on December 9, 2021.

AVANT ENGINEERING GROUP, LLC

BY: _____
Authorized Signature

Print Name: Erez Dayan

Title: Vice President

ATTEST: _____ (Seal)
Secretary or Notary

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: Aneth Williams Digitally signed by Aneth Williams Date: 2022.03.09 08:25:47 -05'00'
Director of Procurement

Print Name: _____

Date: _____

Approved as to form and execution, only.

Diego "Woody" Rodriguez Digitally signed by Diego "Woody" Rodriguez Date: 2022.03.08 19:27:52 -05'00'
General Counsel for CFX

Print Name: Diego "Woody" Rodriguez

JASON ALLY
Notary Public - State of Florida
Commission # GG 360160
My Comm. Expires Jul 29, 2023

EXHIBIT A

SCOPE OF SERVICES

Exhibit A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

FOR

MISCELLANEOUS DESIGN CONSULTANT SERVICES

CONTRACT 001835 (SSBE)

IN ORANGE, SEMINOLE, LAKE, OSCEOLA, AND BREVARD COUNTIES, FLORIDA

December 2021

Exhibit A

SCOPE OF SERVICES

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1.0 GENERAL

1.01 Location

Projects (and project locations) to be identified on an individual basis per each Work Authorizations

1.02 Description

The work to be performed under this contract includes the final design and preparation of construction drawings and specifications for miscellaneous design projects on CFX's system. Potential scope elements may include, but are not limited to the following: minor highway design, major highway design, miscellaneous structures, minor bridge design, traffic engineering studies, traffic signal timing, intelligent transportation systems analysis and design, signing, pavement marking and channelization, lighting, signalization, control surveying, soil exploration, geotechnical classification lab testing, standard foundation studies, architecture, and landscape architecture. All work on this contract will be requested and approved by means of individual Work Authorizations

1.03 Purpose

A. The purpose of this Exhibit is to describe the scope of work and responsibilities required in connection with final engineering and final construction drawings and documents for the miscellaneous design services contract. It should be noted that this Exhibit covers a full range of possible scope elements that may arise as part of this contract. This Exhibit is provided as a guide to be used by the CONSULTANT in preparation of individual Work Authorizations as requested by CFX. It is further understood that elements of this Exhibit may not be applicable to all Work Authorizations Work Authorizations approved under this contract

B. As necessary, the Consultant shall perform those engineering services required for final roadway plans, final bridge plans, and the preparation of a complete environmental resource application including 100% storm water management, final lighting plans, final traffic control plans, final utility, final fiber optic network relocation plans and final signing and pavement marking plans.

In addition, the Consultant shall perform those architectural services required for final building plans and mechanical, electrical, and plumbing final plans.

C. CFX's Project Manager will provide contract administration, management services and technical reviews of all work associated with the preliminary and final designs

D. It is understood that references throughout this document to items of work and services to be performed are the responsibility of the Consultant unless otherwise expressly stated as the responsibility of others

1.04 Organization

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

1.05 Term of Agreement for Miscellaneous Design Services

A. The term of the Agreement shall be for three (3) years from the notice to proceed. The Agreement is further eligible for two (2), one (1) year renewals following the initial three (3) year period

B. The Consultant may continue the design efforts while design submittals are being reviewed. Doing so, however, in no way relieves the Consultant of the responsibility to incorporate review comments into the design, nor does it entitle the Consultant to any additional design fees as a result of making changes due to review comments

2.0 STANDARDS

A. The applicable design and construction standards and policies of the Florida Department of Transportation, Federal Highway Administration (FHWA), American Association of State Highway and Transportation Officials (AASHTO), Transportation Research Board (TRB), Standard Building Code, CFX's Design Guidelines, CFX's Lighting Details, CFX's Signing & Pavement Marking Details, and CFX's ITS Design Standards shall be followed throughout the design and construction of the project unless specifically stated otherwise. The editions of the applicable standards and policies in effect at the time of Contract execution shall be used except as follows:

1. Division II, Construction Details, and Division III, Materials, of the FDOT Standard Specifications for Road and Bridge Construction, 2010 edition, and updates, shall be used for this project

2. The FDOT Florida Design Manual, latest edition and subsequent updates, shall be used for this project

3. The FDOT Basis of Estimates Handbook, latest edition, shall be used for this project

4. The AASHTO Policy on Geometric Design of Highway and Streets (Green Book), 2018 edition, shall be used for this project

5. The FHWA Manual on Uniform Traffic Control Devices (MUTCD), 2009 edition, as amended, shall be used for this project

3.0 DESIGN CRITERIA

3.01 General

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

A. The design criteria listed in this section and Project Design Directives, provided by CFX during the project, may supplement the Project Design Guidelines

B. As necessary, along with the 30% design review submittal, the Consultant shall provide a tabulation of all applicable drainage and stormwater management criteria from Federal, State and local agencies and indicated which will be used for all segments and portions of the project. Unless otherwise directed by CFX, the Consultant shall use the most restrictive or conservative criteria applicable

3.02 Geometry

A. All plans and designs shall be prepared in accordance with the latest standard specifications adopted by AASHTO, FDOT Structures Design Guidelines (Manual), FDOT Structures Detailing Manual, FDOT Florida Design Manual, CFX Design Guidelines, etc., except as otherwise directed by CFX.

3.03 Bridge and Other Structures

A. All plans and designs shall be prepared in accordance with the latest standard specifications adopted by AASHTO, FDOT Structures Design Guidelines (Manual), FDOT Structures Detailing Manual, FDOT Florida Design Manual, CFX Design Guidelines, etc., except as otherwise directed by CFX.

4.0 WORK PERFORMED BY CONSULTANT

The Consultant shall be responsible for the work outlined in this Section. The work shall conform to the standards, criteria, and requirements of this Scope of Services. As this is a miscellaneous design services contract, it is understood that not all of the work outlined in this Section is applicable to every project task authorization.

4.01 Design Features

A. The work required for this project includes preparation of final construction drawings and specifications as well as the preparation of a complete environmental resource application (as necessary)

B. Major elements of the work include the following:

The work to be performed under this contract includes the final design and preparation of construction drawings and specifications for miscellaneous design projects on CFX's system. Potential scope elements may include, but are not limited to the following: minor highway design, major highway design, miscellaneous structures, minor bridge design, traffic engineering studies, traffic signal timing, intelligent transportation systems analysis and design, signing, pavement marking and channelization, lighting, signalization, control surveying, soil exploration, geotechnical classification lab testing, standard foundation studies, architecture and landscape architecture. All work on this contract will be requested and approved by means of individual Work Authorizations

4.02 Governmental Agencies

A. The Consultant shall coordinate with and assist in securing the approval of all interested agencies involved. These agencies include, but are not necessarily limited to City of Orlando, Orange County, FDOT, Florida's Turnpike Enterprise, City of Apopka etc.

4.03 Surveys and Mapping

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

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

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

B. Alignment

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

2. Establish and set alignment in the same manner on cross roads and major adjacent alignments

3. Station all alignments at 100' intervals

4. Meet with CFX's Project Manager to discuss methods for determining alignments prior to staking

C. Reference Points

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

2. Show obstructions where alternate references are set

D. Bench Levels

1. The Consultant shall establish new benchmarks at 1000' intervals, along all alignments, using stable points

E. Topography

1. Planimetric mapping and a digital terrain model (DTM), suitable for 1"=50' display scale shall be conducted by the Consultant

2. The Consultant will obtain existing pavement elevations and cross-slopes along the inside travel lane and outside travel lane every 100’

3. Additional topographic and DTM surveys, as needed for the project design, are the responsibility of the Consultant. These may include existing water bodies and pavement elevations

F. Drainage Survey

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

G. Underground Utilities

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

H. Side Street Surveys

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

I. Bridge Survey

Provide bridge survey data as needed for engineering design

J. Jurisdictional Line Surveys

Perform Jurisdictional Line Surveys as needed for engineering design and permitting

K. Geotechnical Surveys

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

L. Right-of-Way Ties

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

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

contractor to review these points

4.04 Geotechnical Investigation

A. The Consultant shall perform a geotechnical investigation of the project in accordance with the requirements of CFX

B. Investigations shall be performed with minimal disruption of the normal traffic flow for the project. Field personnel shall use safety devices such as warning signs, traffic cones, warning lights, and safety vests at all times, according to Authority requirements. The Consultant shall adhere to all traffic control requirements when taking samples on existing roadways. A traffic control plan and permit may be required. Any advanced warning signs required when crews are working on CFX system shall be made with 3M Scotchlite Diamond Grade Fluorescent orange roll up sign sheeting

C. The work includes, but is not limited to, identifying roadway structural section requirements, LBR testing, design methods for the selected foundation, external stability evaluation at proprietary retaining walls, groundwater and estimated seasonal high groundwater level, estimate of the maximum rate of pumping that will be required at sites that dewatering is anticipated, certification of all under drain and pond draw down times, pH and resistivity conditions requiring design considerations, soil shrinkage/swell characteristics, slope stability and benching in embankment/excavation locations, recommendation for methods of rock excavation, potential imported borrow sites and availability of structural section materials, location and depths of unsuitable material (muck), and design alternatives based on geotechnical findings; design values for active, at rest, and passive soil pressures; allowable design loads or pressures for each foundation type, corrosion testing for structures and design of foundations for sign structures

D. The results of the geotechnical investigation shall be contained in a Geotechnical Report which shall be submitted to CFX's Project Manager for approval. The geotechnical investigation shall include all necessary laboratory testing of materials

E. Upon approval of the Geotechnical Report, the Consultant shall proceed with preparation of the pavement and foundation designs

F. Boring profiles shall be included on cross-section sheets in the contract plans and include the boring number, station, offset, soil legend, observed water table, design high water elevation and geotechnical consultant's address. A boring number and target symbol shall be shown at the appropriate location on the roadway and bridge plans

G. Roadway core samples shall be taken to determine the existing pavement section. The Consultant shall submit a plan to CFX for location approval

4.05 Contamination Impact Analysis

A. The Consultant shall perform a contamination impact analysis of the project in accordance with the applicable rules and regulations of the FDOT Project Development and Environment Guidelines, Chapter 22, the Florida Department of Environmental Protection (FDEP), and all other pertinent State or Federal agencies having jurisdiction, and the requirements of CFX

B. At a minimum, the Consultant shall conduct a windshield survey along the project corridor to identify any new sources of environmental contamination not reported in the referenced document(s)

C. The testing of any sites including the use of ground penetrating radar, if required to complete the design and/or construction of the project, will be added to the Scope of Services by Supplemental Agreement

4.06 Pavement Design

A. The Consultant shall prepare the pavement design as appropriate in accordance with the requirements of the FDOT for mainline and ramps

B. The proposed pavement design recommendation, resulting from the Consultant's analysis of the various alternatives, shall be contained in a Pavement Design Summary

4.07 Governmental Agency and Public Meetings

A. Except as may be provided elsewhere in this Scope of Services, the Consultant shall have appropriate representatives present at such meetings, conferences or hearings as CFX may direct to secure necessary approvals and/or support of the project by county, municipal, or other governmental agencies. If so directed, the Consultant shall also have appropriate representatives present at meetings or conferences of CFX, its Chairman or staff

B. The Consultant shall assist CFX in presentations to various parties. The Consultant shall prepare exhibits pertaining to basic roadway and noise wall elements. CFX will prepare exhibits pertaining to aesthetic treatments and other design issues if applicable

4.08 Environmental Permits

A. CFX's Project Manager will review, coordinate and submit the applications for all environmental permits, including EPA's NPDES General Permits for Stormwater Discharges from Construction Sites. The Consultant shall provide all information, permit applications and data relating to Stormwater Management and Floodplain Impacts required for the permits to CFX. (CFX will be responsible for preparing all of the Wetlands and Protected Species analysis and documentation required for the permits). The Consultant shall:

1. Attend the pre-application meetings and site visits with CFX and regulatory agencies

2. Provide additional information requested at the pre-application by regulatory agencies for permits

3. Provide aerial maps at a 1"=400' scale which include SCS soils data, 100-year floodplain limits and proposed project

4. Provide all plans, calculations, sketches and reports required for permits except as described above

5. Provide copies of all drainage calculation, including pond routing nodal diagrams, for the project

6. Assist CFX in responding to any requests for additional information made by regulatory agencies after the permit application is submitted

7. Incorporate any changes required by changes in regulatory agency requirements during the course of the project. If this requires additional work by the Consultant a Supplemental Agreement will be prepared

8. Prepare a list of adjacent landowners along with address and nine-digit zip code at all wetland encroachment sites

9. Provide all permit application material in .PDF format and *7* hard copies

10. The Consultant will provide dredge and fill sketched as required by the permitting agencies if applicable. Mitigation plans, if required, may be added as a supplemental service

11. Determine extent of floodplain impacts, if any, and provide

compensatory flood stages as required

4.09 Utilities

A. Location

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

B. Utility Coordination

1. The Consultant shall prepare reproducible utility adjustments plans based on information provided by respective utility companies

2. Private utilities will prepare design plans for the relocation of their facilities. If a utility cannot or will not prepare these design plans, the work shall be added to the scope by Supplemental Agreement and the Consultant shall prepare design plans for utility relocation for approval of the utility and review by CFX

3. Where utility conflicts occur which require utility relocation agreements between the affected utility and CFX, the Consultant shall prepare the necessary data/plans required for the agreements. The Consultant shall advise CFX seven days in advance of meetings with utility companies/agencies scheduled to discuss utility relocations

4. The preparation and negotiation of the agreement will be performed by CFX's Project Manager. After approval of the agreement by the utility and CFX, the Consultant shall prepare reproducible utility adjustment sheets identifying proposed relocations with respect to the construction plans

5. The Consultant shall prepare a utility conflict matrix to assist in identifying and resolving conflicts between utilities and proposed construction prior to completion of the plans

6. The Consultant shall obtain utility work schedules from the utility

companies

7. The Consultant shall prepare the Utility Certification Letter certifying that all utility negotiations (full execution of each agreement, approved utility work schedule, technical special provisions written, etc.) have been completed with arrangements made for utility work to be undertaken and completed as required

4.10 Roadway Design

A. Generally, a Typical Section Package will not be prepared. Rather, typical sections will be prepared as part of the 30% submittal and submitted to CFX for review and approval

B. The Consultant shall design the geometrics for this project using the design standards included in the scope. The design elements shall include, but not be limited to, the horizontal and vertical alignments, cross section template development, lane width, should widths, cross slopes, borders, sight distance, side slopes, lane transitions, superelevations, features of intersections, ramp terminal details, interchanges, and limited access points

C. As necessary, the Consultant shall prepare designs and contract documents for the roadway improvements, including, but not necessarily limited to:

1. Cover sheet (key sheet)

2. Summary of Pay Items

3. General notes

4. Summary Quantities sheets

5. Project Layout

6. Typical roadway sections

7. Plans and profiles (plans at 1"=50' scale)

8. Interchange plans, profiles, alignment and plan index sheets
9. Interchange layout plans

10. Intersection plans and profiles or spot elevations

11. Interchange curve and coordinate data sheets

12. Ramp Terminal Details

13. Crossroad plans and profiles (1"= 50' scale)

14. Cross-sections (with pattern plan) (1" = 20' horiz.) (1" = 5' vert.)

15. Earthwork quantities

16. Traffic Control Sheets

17. Utility Adjustment Sheets

18. Details

19. Special provisions

20. Special specifications

4.11 Structures Design

A. Prior to commencement of final design, the consultant shall prepare a Bridge Concept Memorandum which documents a limited range of structural alternatives and identifies preferred alternatives. Specifically, the alternatives to be examined include Type III vs Type IV beams, slope walls vs vertical retaining walls, and concrete vs steel H-piles

B. The Consultant shall prepare designs and contract documents for structural design including, but not necessarily limited to the following items

1. Complete Bridge designs will be provided for all bridges

2. Retaining walls

3. Box Culverts

4. Slope protection

5. Approach slabs

6. Details

7. Summary quantity tables

8. Special provisions and specifications

9. Stage construction-sequencing details (if applicable)

10. Sign\Signal structures

11. Sound walls

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

4.12 Drainage Design

A. As part of the drainage design requirements, the Consultant shall:

1. Perform all drainage design in accordance with the approved criteria from Section 3.01C

2. Finalize the pond design at the 30% submittal

3. Have its chief drainage engineer available at the scheduled (bi-weekly/monthly) team meetings to review progress and discuss problems

4. Notify CFX's Project Manager immediately if any deviation from approved design criteria is anticipated

5. Provide drainage/contour maps used in the development of the drainage design to CFX for use in scheduled reviews. These maps will be returned to the Consultant along with review comments at the end of the review process

6. Provide copies of its internal quality control comments and calculations at the scheduled reviews

Critical duration analysis is not included in this effort and, if required, shall be added to the scope by Supplemental Agreement. A pond siting report is not required

B. The Consultant shall prepare designs and contract documents for drainage features including, but not necessarily limited to:

1. Connector pipes

2. Drainage structure details

3. Storm drain and culvert profiles and/or drainage cross-sections

4. Lateral ditches/channels

5. Outfall ditches/channels

6. Retention/detention ponds/exfiltration system

4.13 Roadway Lighting

A. The Consultant shall provide a complete set of final roadway lighting documents in accordance with FDOT and CFX design criteria. The work shall include coordination with the local utility to provide electrical service. Plan sheet scale shall be at 1"=50' scale

B. CFX will provide a cut sheet for the type of lighting fixtures to be used for this project

4.14 Traffic Engineering

A. Traffic Data will be furnished by CFX

B. Maintenance of Traffic Plans

1. The Consultant shall prepare maintenance of traffic plans at scale of 1" = 100' to safely and effectively move vehicular and pedestrian traffic during all phases of construction. The designs shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations. Special consideration shall be given to the construction of the drainage system when developing the construction phases. Positive drainage must be maintained at all times

2. The Consultant shall investigate the need for temporary traffic signals, signs, alternative detour roads, arrow boards, flagging operations, and the use of materials such as sheet pilings in the analysis. A certified designer who has completed the FDOT training course shall prepare the maintenance of traffic plan

3. Traffic shall be maintained during all phases of project construction at all locations determined by CFX and other governmental agencies.

This includes meeting with the governmental agencies which may be impacted by the maintenance of traffic plans

4.15 Signing Plans

A. The Consultant shall prepare designs and contract documents for final signing plans including layouts showing the locations of ground mounted and overhead signs, special sign details, lighting, and any structural or foundation requirements in accordance with applicable design standards. Any requirements for electric service shall be coordinated with the local electric utility

B. CFX will provide conceptual signing plans for the project

C. CFX will provide preliminary aesthetic input for the architectural modification of standard FDOT details for sign structures

D. Plan sheets will be developed at a scale of 1"=50' (11"x17" format)

4.16 Pavement Marking Plans

A. The Consultant shall prepare designs and contract documents for final pavement marking plans, including striping, crosswalks, intersection details, reflective pavement markers and traffic delineators

B. The pavement marking design will be shown on the same plan sheets as the signing design

4.17 Right-of-Way Surveys

A. No additional right-of-way is anticipated as part of this contract. Should right-of-way surveys become necessary, a Supplemental Agreement will be made to address the scope required for the services

4.18 Cost Estimates

A. The Consultant shall prepare and submit to CFX construction cost estimates at the 60%, 90%, 100%, Pre-Bid and Bid Set submittals outlined herein. The estimate shall be based on the current unit prices as applied to the latest concept of the proposed construction

4.19 Special Provisions and Specifications

A. The Consultant shall prepare and submit at the 90% level special provisions, special specifications, and technical special provisions for items, details and

procedures not adequately covered by CFX's Technical Specifications

4.20 Fiber Optic Network (FON)

A. Fiber Optic Infrastructure Plans

1. The site construction plans shall be developed at a scale of 1" equals 50 feet. These plans shall include the relocation of all existing fiber optic ductbanks, cables, manholes, and pull boxes in areas where the existing locations conflict with construction. The Consultant shall identify existing physical features and utilities that will impact the construction and installation of the equipment. The Consultant shall review and modify standard FON details as necessary

2. Fiber optic network (FON) plans shall include the following:
   a. Roadway geometry
   b. Rights-of-Way
   c. Existing utilities within the right-of-way including CFX's FON
   d. Physical features affecting construction/installation (sign structures, light poles, fences, etc.)
   e. Manhole/Pull box locations and stub-out details (standard details provided)
   f. Device layout
   g. Device installation details
   h. Conduit installation details (standard details provided)
   i. Fiber optic cable route marker detail (standard details provided)
   j. Fiber count per conduit
   k. Communications interconnect
   l. Connectivity with the FON backbone conduits
   m. Fiber cable design to include link loss budget calculations, per Corning standard recommended procedure
   n. Fiber cable routing summaries, fiber cable allocation charts, and splice details and tables
   o. Controller cabinet, CCTV pole, and foundation details
   p. Power interconnect, calculations to support conductor size, and details. Power conductors to each device location shall be sized to the capacity of the main breaker in the cabinet
   q. Grounding
   r. Table of quantities
   s. Special notes

t. Maintenance of fiber operations (protection of existing FON through all phases of construction and cutover phasing to ensure continuous operation of existing ITS devices)

u. All existing and proposed FON to be included and shown with roadway cross sections and drainage cross sections

v. No relocation of existing CCTV sites are anticipated under this contract nor or any new CCTV sites anticipated as part of the proposed improvements

w. Relocation of existing data collection sensor (DCS) sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), in the event existing DCS would not survive project construction

x. No relocation of existing DMS sites are anticipated under this contract nor or any new DMS sites anticipated as part of the proposed improvements

y. Conversion of any existing ITS devices within the project limits from point-to-point fiber optic modems to gigabit Ethernet field switches, relocation of video encoders from the mainline toll plazas to the CCTV cabinets, and upgrading other cabinet equipment as needed to meet current CFX ITS equipment standards

3. The Consultant shall take the following information into consideration when developing the site construction plans:

a. Minimize utility conflicts and adjustments

b. Minimize traffic impact

c. Accessibility and ease of equipment maintenance

d. Safety of equipment maintenance personnel and the traveling public

e. Maintain the existing FON system through all phases of construction

f. Environmental conditions

g. Concurrent/future CFX projects

h. Compatibility with existing and proposed ITS infrastructure (e.g. CFX enhanced grounding standards for ITS devices, CFX transient voltage surge suppression (TVSS) standards for ITS devices, etc.)

i. Leased conduits in CFX FON duct bank that are occupied by the fiber optic cable of other agencies or entities

B. Splice and Cable Routing Details

1. The Consultant shall provide splicing detail diagrams to document fiber optic splices within and between manholes, ITS devices, tollbooths, and other junction points

2. Splicing tables shall include ITS device connectivity, fiber use, drop cable fiber identification, drop cable identification, backbone cable identification, translateral cable identification, backbone into mainline cable identification, and toll plaza patch panel jack

3. The Consultant shall provide cable routing diagrams and fiber allocation charts in CFX's standard format to document the functional connectivity between fiber optic conduit and all splices

C. Maintenance of Fiber Operations

1. The Consultant shall provide a plan of action to ensure existing fiber optic network is not disrupted during construction operations

2. The Consultant shall determine the sequence of fiber optic cable splices to minimize disruption to communications

D. Inside Plant Plans

1. The Consultant shall be responsible for any data collection necessary to complete its design

2. All equipment shown on the inside-plant construction plans shall be clearly delineated as existing, proposed, or by-others. The Consultant shall be responsible for identifying and detailing on the inside-plant construction plans with notes and drawings any make-ready work required. The Consultant shall also provide a table of quantities for all materials and equipment specified in the inside-plant construction plans

3. The Consultant shall sign and seal final inside-plant construction plans by a licensed professional Electrical Engineer registered in the state of Florida. The inside-plant construction plans shall be subject to the review and approval of CFX

Quantities and General Notes

Standard notes shall be included to provide direction to the contractor and provide pay item descriptions as necessary

E. Standard CFX specifications will be provided to the Consultant. The

Consultant shall review the specifications and modify them as necessary

4.21 Toll Plazas

A. This contract may include modifications and/or improvements to any of the existing toll plazas, including any associated equipment and gantry systems

4.22 Post-Design Services (as necessary)

A. Services shall begin after authorization by CFX. The Consultant compensation for post-design services may be added by Supplemental Agreement and shall be at an hourly rate, inclusive of overhead, profit and expenses, and exclusive of travel. No compensation will be made for correction of errors and omissions

B. The Consultant shall support the post design process as follows:
   a. Answer questions relative to the plans, typical sections, quantities and special provisions
   b. Make any necessary corrections to the plans, typical sections, quantities, notes, etc., as may be required
   c. Attend pre-award meeting with construction contractor, CFX, and CFX's CEI

C. The Consultant shall, prior to the pre-bid conference, be prepared to walk the project with CFX's CEI to discuss the plans and details. The Consultant shall be prepared to attend the pre-bid conference and respond to questions related to the plans, details, and special provisions

D. The Consultant shall prepare any addenda required to clarify the work included in the construction contract documents. Addenda may be required based on the project inspection with the CEI, or questions developed in the pre-bid conference, or conditions discovered by bidders during the bid period

E. The Consultant shall be available to respond to questions in the field that may arise relative to the plans, details or special provisions during construction. The Consultant shall periodically visit the project site to observe the progress of construction on the project. This visit will not replace the formal construction inspection by CFX. It is intended to provide the opportunity of the design team to observe whether the work is being performed in general conformance with the project plans. Written memos of all such field trips shall be submitted to CFX within five working days of the trip

F. The Consultant shall review and approve shop drawings for structural, lighting, signing, traffic signal elements, and toll plaza shop drawings. This work will include the erection procedure plans, review proposals for

substitutions, develop supplemental agreements, and provide other engineering services required to facilitate construction of the project. Reviews will be conducted and returned within two weeks from receipt of information

G. The Consultant shall appoint a responsible member of the firm to be the contact person for all post-design services. The person should be continually available during the course of construction for review of design plans

H. The Consultant shall make every reasonable effort to process any material presented for review in a prompt manner recognizing a construction contract is underway

I. The Consultant shall attend partnering meetings as requested by CFX's Project Manager. The Consultant shall also attend progress/coordination meetings as requested by CFX's Project Manager including, but not limited to, the Notice to Proceed meeting

J. The Consultant shall prepare Record Drawings in electronic format following completion of the construction phase. CFX shall provide all As-Built drawings from the Contractor / CEI to the Consultant for their use in preparation of the Record Drawings

5.0 MATERIALS FURNISHED BY CFX OR ITS DESIGNEE

5.01 Record Documents

A. CFX will provide the Consultant, within ten working days of a written request, the following items:

1. Available record drawings of existing conditions.

2. Available right-of-way plans of existing conditions.

3. Current list available to CFX of owners of all affected properties within the section.

4. Sample plans to be used as guidelines for format, organization and content.

5. Title searches of all affected properties for use by the Consultant in the preparation of the right-of-way maps.

6. Contract unit prices from latest CFX construction projects.

5.02 Traffic Data

A. CFX will provide the following design traffic data:

1. Current and design year ADT.

2. Current and design year peak hour volumes.

3. Turning movements at each intersection/interchange.

4. K, D and T factors.

5. Design speed - See Section 3.02, Geometry.

6. AVI Percentages.

5.03 Other

A. Utility designates for the FON and roadway lighting within CFX right of-way.

6.0 WORK PERFORMED BY CFX OR ITS DESIGNEE

6.01 Right-of-Way Acquisition

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

6.02 Utility Agreements

A. CFX will help coordinate and support the Consultant's acquisition of information required for utility agreements.

6.03 Public Involvement

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

6.04 Contracts and Specifications Services

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

6.05 Post-Design Services

A. CFX will be the principal initial contact for post-design questions and answer questions on a limited scope.

6.06 Environmental Permits

A. CFX will review and submit the environmental permit applications and coordinate with the Consultant on requests for additional information from the regulatory agencies.

B. CFX will stake wetland lines and coordinate agency site visits. CFX will also prepare the wetland and wildlife analysis and documentation for the permits.

6.07 Conceptual Specialty Design

A. CFX will provide a conceptual major guide signing plan as necessary.

B. CFX will provide conceptual aesthetics design and treatments for structures.

7.0 ADMINISTRATION

As this is a miscellaneous design services contract, it is understood that not all the work outlined in this Section is applicable to every project task authorization.

7.01 Central Florida Expressway Authority

A. CFX's Project Manager will administer the Consultant services detailed in this scope.

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

7.02 CFX's Project Manager

CFX's Project Manager will:

A. Conduct ongoing reviews of the Consultant's progress in performing the work and furnish technical comments in a timely manner.

B. Review the Consultant's billings.

C. Review and evaluate the Consultant's requests for extension of time and supplemental agreements and recommend appropriate action.

D. Review all correspondence with public agencies prior to the Consultant's mailing of any correspondence except for requests for information.

E. Coordinate the distribution of public information.

F. Coordinate the data (including documentation of prior rights, cost estimates and plans) necessary for CFX to prepare and execute all utility and railroad agreements.

G. Conduct an introductory meeting to deliver relevant information and explain the administration process.

H. Review the Consultant's Quality Control program and the Consultant's conformance to the Quality Control Program.

I. Provide a focal point contact for all questions, requests, and submittals.

J. Provide a system to monitor the Consultant's schedule, progress and key milestone submittal dates.

7.03 Consultant

A. The Consultant has total responsibility for the accuracy and completeness of the construction contract documents and related design prepared under this project and shall check all such material accordingly. The plans will be reviewed by CFX for conformity with CFX procedures and the terms of the Contract, as well as coordination with adjacent design contracts. Review by CFX does not include detailed review or checking of design of major components and related details or the accuracy with which such designs are depicted on the plans. The responsibility for accuracy and completeness of such items remains solely that of the Consultant. The Consultant shall:

1. Establish, furnish and maintain suitable office facilities to serve as the project office for the duration of the project at a location acceptable to CFX.

2. Maintain an adequate staff of qualified support personnel to perform the work necessary to complete the project.

3. Establish internal accounting methods and procedures for documenting and monitoring project costs.

4. Establish and maintain contract administration procedures, which will include supplemental agreements, time extensions and subcontracts.

7.04 Project Control

A. The Consultant shall provide data for CFX's Management Information System to monitor costs and manpower, and report progress. This project control system may include features to:

1. Determine and highlight critical path work from initial plans as work progresses.

2. Identify progress against schedule for each identified work item.

3. Forecast completion dates from current progress.

4. Highlight rescheduled work in any area which is out of required sequence.

5. Highlight rescheduling that has overloaded any physical area that requires more resources than originally allocated.

6. Forecast future conflicts in any area.

7.05 Work Progress

A. The Consultant shall meet with CFX's Project Manager on a bi-weekly basis (or more often if necessary) and provide written progress reports which describe the work performed on each task. The dates and times of these meetings will be established by CFX. Two working days prior to each progress meeting, the Consultant shall provide CFX's Project Manager with a draft copy of the Progress Report and a typewritten agenda for the meeting. The Consultant shall prepare typewritten meeting minutes and submit them to CFX's Project Manager within five working days after the meeting. The minutes shall indicate issues discussed and the resolution or action required to resolve any issues.

7.06 Schedule

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

B. The current schedule for each open task work order shall be included with the agenda and minutes for each bi-weekly meeting.

7.07 Project Related Correspondence

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

7.08 Quality Control

A. The Consultant has total responsibility for the accuracy and completeness of the plans and related designs prepared under this project and shall check all such material accordingly. Consultant shall have a quality control plan in effect during the entire time work is being performed under the Contract. The plan shall establish a process whereby calculations are independently checked, plans checked, corrected and back checked. All plans, calculations, and documents submitted for review shall be clearly marked as being fully checked by a qualified individual other than the originator.

7.09 Consultant Personnel

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

7.10 Site Visit

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

7.11 Acceptability of the Work

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

7.12 Design Documentation

A. The Consultant shall submit any design notes, sketches, worksheets, and computations to document the design conclusions reached during the development of the construction contract documents to CFX for review.

B. Electronic copies of the design notes and computations shall be submitted to CFX with each review submittal. When the plans are submitted for 90% review, the design notes and computations corrected for any CFX comments shall be resubmitted. At the project completion (bid set), a final set of the design notes and computations, sealed by a Professional Engineer, registered in the State of Florida, shall be submitted with the record set of plans and tracings.

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

1. Field survey notes and computations

2. Design criteria used for the project

3. Geometric design calculations for horizontal alignment

4. Vertical geometry calculations

5. Right-of-way calculations

6. Drainage computations

7. Structural design calculations

8. Geotechnical report

9. Hydraulics Report for each bridged stream crossing

10. Earthwork calculations not included in the quantity computation booklet

11. Calculations showing cost comparisons of various alternatives considered

12. Calculations of quantities

13. Documentation of decisions reached resulting from meetings, telephone conversations or site visits

14. Lighting and voltage drop calculations

15. Lighting service letter from the power company stating the following: service voltage, type of service (overhead or underground), location of power company service point, and any other power company requirements

7.13 Reviews and Submittals

A. Review and coordination of the Consultant's work by CFX shall continue through the project development process.

B. Formal submittals for review shall be made to CFX when the plans have been developed to the following levels of completion:

1. Preliminary Engineering (Memorandum)

2. 30% Roadway Plans

3. 30% Bridge and Structural Plans

4. 60% Roadway and specifications, Geotechnical Report

5. 60% Bridge Plans required only on Category 2 bridges

6. 100% Roadway, Bridge and specifications, Geotechnical Report

7. Pre-Bid Plans

8. Bid Set

C. Formal review submittals shall include copies as listed above. All submittals shall be made electronically.

D. Preparation and distribution of roadway and ROW plans to other than CFX will not be made until approved by CFX.

E. The format of review submittal plans shall conform to the CFX Design Guidelines, except as amended by CFX.

F. Due to the compact schedule of the design, review, and construction process, any modification to the agreed submittal dates will require a letter from the Consultant to CFX giving:

1. The reason for the delay

2. The design components impacted

3. Proposed methods to maintain submittal dates

G. The Consultant shall submit all CADD files, including GEOPAK files, use in the preparation of the plans and right of way mapping electronically with the final submittal

7.14 30% Roadway Plan Submittal

A. At the completion of this phase, design and plan development should be approximately 30 percent complete except stormwater pond designs. The designs of the stormwater ponds shall be at 90% complete. The following material shall be developed and submitted for review as per the CFX Design Guidelines.

7.15 30% Bridge and Structural Plan Submittal

A. At completion of this phase, design and plan development should be approximately 30 percent complete. The Consultant shall refer to FDOT Structural Design Guidelines for plan contents and submittal requirements. Preliminary geotechnical results and recommendations should also be included with this submittal.

7.16 60% Roadway Plan Submittal

A. At completion of this phase, design and plan development should be approximately 60 percent complete except stormwater pond designs. The designs of the stormwater ponds shall be at 100% complete. The following material shall be developed and submitted for review as per the CFX Design Guidelines.

7.19 100% Roadway, Bridge, Structural and Right-of-Way Plans

A. At the completion of this phase, the design, plans and special provisions shall be 100 percent complete.

7.20 Schematic Toll Plaza Plans

A. At the completion of this phase, the toll plaza layout should be complete with lane and island configurations shown. The following material shall be developed and submitted for review:

1. Plan view of toll plaza with dimensions showing lane and island widths with column configuration and express lane layout.

2. East and west elevation views of the canopy including concept for overhead structure for express lane ETC equipment.

3. Construction phasing plan.

4. Description of improvements required for the administration building to accommodate installation of toll equipment.

7.21 60% Toll Plaza Plans

A. At the completion of this phase, the toll plaza plans should be developed to 60% completion. The following material, as a minimum, shall be developed and submitted for review:

1. Key sheet with sheet index

2. Architectural, structural, mechanical, plumbing and electrical general notes, abbreviations and symbols

3. Plan view

4. Exterior elevations

5. Canopy sections and details

6. Canopy reflected ceiling plan

7. Roof plan and details

8. Canopy framing and foundation plan

9. Concrete pavement plan

10. Express lane overhead structure plan and details

11. Tunnel sections and details

12. Structural sections and details

13. Plumbing plan and diagrams

14. Lighting plan

15. Power plan and diagram

16. Lightning protection plan and details

17. Demolition and construction phasing plan

18. Plans and details for improvements to the administration building (as needed by discipline) to accommodate installation of toll equipment

19. All calculations and design data to support the design for each discipline

20. Technical specifications

7.22 90% and 100% Toll plaza plans

A. At the completion of this phase, the toll plaza plans should be developed to 90% and 100% completion respectively. The material listed with the 60% submittal shall be developed along with additional details required for construction and submitted for review.

B. The 90% and 100% submittals shall also include the technical specifications and special provisions required for construction

C. A detailed estimate of construction costs shall be included with the 100% submittal.

7.23 Pre-Bid Plans

7.24 Bid Set

7.25 Record Drawings

A. After construction is complete, the records drawings will be submitted to the EOR for use in preparing the Record Drawings. The EOR shall prepare record drawings in compliance with the *CFX Design Guidelines*.

CONSENT AGENDA ITEM
#8

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*
Director of Supplier Management

DATE: January 21, 2026

SUBJECT: Approval of Supplemental Agreement No. 5 with RS&H, Inc. for Design Consultant Services for SR 534 East of Jim Branch Creek to CR 15 (Narcoossee Road) - Segment 3
Project No. 534-243, Contract No. SCON-10000149

Board approval of Supplemental Agreement No. 5 with RS&H, Inc. in the amount of $1,131,405.07 is requested. The original contract was for five years with two one-year renewals.

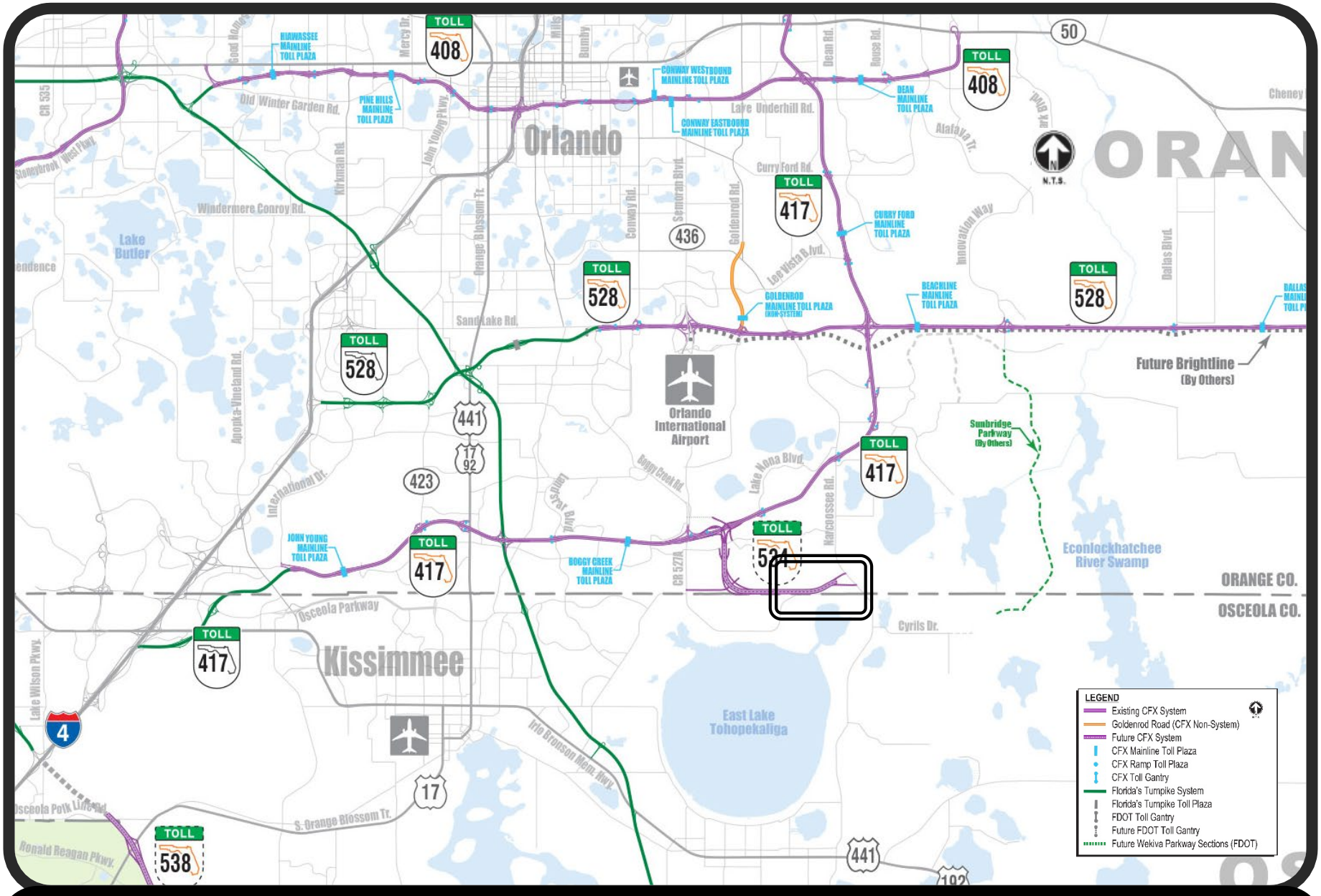
The work to be performed includes additional design services.

Original Contract	$ 9,200,000.00
Supplemental Agreement No. 1	$ 661,667.69
Supplemental Agreement No. 2	$ 0.00
Supplemental Agreement No. 3	$ 0.00
Supplemental Agreement No. 4	$ 2,454,838.69
Supplemental Agreement No. 5	$ 1,131,405.07
Total	$13,447,911.45

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 534 Segment 3 – East of Jim Branch Creek to CR 15 (Narcoossee Road) (534-243)

SUPPLEMENTAL AGREEMENT NO. 5
to
CONTRACT NO. SCON-10000149
between
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
and
RS&H, INC.
regarding
SR 534 Segment 3 – East of Jim Branch Creek to CR 15 (Narcoossee Road) – Final Design
(Project No.: 534-243)

THIS SUPPLEMENTAL AGREEMENT (**"Supplement"**) is made and entered into between **CENTRAL FLORIDA EXPRESSWAY AUTHORITY** (**"CFX"**) and **RS&H, INC.** (**"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. Amendments. The agreement between the Parties identified as **Contract No. 001921** inclusive of any existing prior amendments, supplemental agreements, renewals, and/or extensions thereto (collectively, the **"Agreement"**) is hereby amended as follows:

(1) **Exhibit "A", Scope of Services,** of the Agreement is hereby amended to include the additional services outlined in Consultant's letter to CFX, dated January 5, 2026, which is included as part of **Attachment "1"** hereto. **Attachment "1"** is fully incorporated herein by reference.

(2) **Exhibit "B", Method of Compensation,** of the Agreement is hereby amended as follows:

a. The Salary Related Costs are adjusted upward by **$865,806.15** to **$7,654,362.48**.

b. The Direct Expenses - Lump Sum (Prime) remains unchanged at **$21,460.38**.

c. The Direct Expenses - Limiting Amount (Prime) remains unchanged at **$4,811.23**.

d. The Subcontract Items are adjusted upward by **$265,598.92** to **$5,767,277.36** as follows:

1. Stanley **$133,978.89**
2. Nadic **$18,123.63**
3. WBQ **$7,342.33**
4. Colliers **$106,154.07**

e. The Allowance remains unchanged at **$0.00**.

f. The Total Maximum Limiting Amount is adjusted upward by **$1,131,405.07** to **$13,447,911.45**.

B. Effect on Agreement. All provisions of the Agreement not specifically modified herein shall remain

in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplement and the Agreement, the provisions of this Supplement shall take precedence.

C. 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.

D. 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.

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 February 12, 2026, and Consultant signing through its undersigned signatory, duly authorized to execute same.

RS&H, INC.	**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**
By: _____	By: _____
Print Name: Jesse J. Forst	Print Name: Zulay Millan
Title: Senior Vice President	Title: Director of Procurement
Date: 01/21/2026	Date: _____

ATTACHMENT "1"

Dewberry

MEMORANDUM

Date: January 6, 2026

To: David Falk, PE CFX Director of Engineering

From: Scott Kamien, PE SMK

Subject: Design Consultant Services - Contract 001921
CFX Project No. 534-243 Supplemental Agreement #5 – Walls and Profile
SR 534 Segment 3 – East of Jim Branch Creek to SR 15

Comments:

I have reviewed the fee sheet and scope of services for Supplemental Agreement #5 (SA #5) dated January 6, 2026 submitted by RS&H, Inc. for the SR 534 Segment 3 – East of Jim Branch Creek to CR 15 project. SA #5 is for additional professional services to incorporate planter and retaining walls along the corridor including 534-244EW, lower the mainline profile over CR 15 and split the drainage and permit package into 3 separate sections.

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

$ 865,806.15	RS&H as Prime
$ 265.598.92	Total Subconsultant Fees
$ 1,131,405.07	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 $1,131,405.07.

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

cc:

Keith Jackson, PE Dewberry
File

RS&H, Inc.
301 E. Pine Street, Suite 350
Orlando, Florida 32801
P: 407-893-5800
F: 407-264-6624
FL Cert. Nos. AAC001886 • EB0005620 • LCC000210

January 5, 2026

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

RE: **SR 534 Segment 3 – East of Jim Branch Creek to SR 15**
Supplemental Agreement 5 – Design Scope Modifications
Orange County, Florida
CFX Project No. 534-243

Dear Mr. Falk:

Enclosed please find the RS&H Team's supplemental fee proposal request for the CFX 534-243 project to add additional scope as described in the attached scope of services. The additional fee associated with this supplemental agreement is $1,131,405.07.

Please feel free to contact me directly at 407-893-5805 if you have any questions regarding this proposal.

Sincerely,

RS&H, INC.

Nicole Jeffers

Nicole M. Jeffers, PE
Project Manager

Scope of Services
Supplemental Agreement No. 5

SR 534 Segments 3 and 4 Early Works – East of Jim Branch Creek to East of CR 15
CFX Project Nos. 534-243 (and 534-244 EW)

Purpose

The purpose of this Supplemental Agreement is to capture changes in scope for the design of the 534-243 and 534-244 Early Works projects. The scope modifications include:

- Additional retaining wall design
- Design of Planter Walls
- Additional drainage analysis along CR 15
- Design for a bridge sign structure
- Additional test holes
- Underdeck lighting at Pearson Ave
- Temporary traffic control design and plans production for 244 EW
- Temporary lighting
- Redesign of the signal configuration
- Re-design associated with mainline profile change over CR 15 which impacted all 4 ramps and the mainline. The 243 project was through the 90% submittal and the 244 EW project was in quality control review for the 60% submittal.
- Sign changes for WB off ramp change to a 2 lane exit
- Change to permitting approach to have multiple permit packages
- Add Four (4) new Ramp AET Sites
- Perform additional geotechnical evaluation of miscellaneous structures

Scope of Work

The following summarizes the change in effort associated with these scope modifications for project management, roadway, drainage, structures, signing and pavement marking, signalization, lighting, survey, tolling, ITS and geotechnical evaluation respectively.

Project Management

The following summarizes the modifications to the scope for project management:

1. Extend overall contract maintenance and management for an additional 4 months.
2. Attend project meetings associated with 243 and 244 EW

Roadway

The following summarizes the modifications to roadway design and plans to address the changes in scope:

1. Design modifications associated with lowering the mainline profile over CR 15 to accommodate a revised signal configuration.

2. Design modifications associated with the addition of planter walls near Pearson Ave, Centerline Dr, and CR 15.
3. Design modifications associate with adding four (4) new ramp toll sites, one on each ramp.
4. Prepare Level II temporary traffic control analysis and design necessary to construct the 534 bridge over CR 15
5. Roadway design analysis to develop alternative signal configurations at the CR 15 interchange.

Drainage

The following summarizes the modifications to the drainage design and plans to address these changes in scope:

1. Add drainage analyses and modeling of three existing basins and new drainage structures along CR 15 (Fells Landing and Boggy Creek Road Basins 1A and B) for the proposed turn lanes on CR 15 northbound (243). Revise the plans and include this information in the drainage report as additional narrative and appendices.
2. Add six (6) trench drains in the four (4) ramp gore areas to accommodate the calculated hydroplaning potential. Revise the plans and include this information in the drainage report as additional narrative and appendix.
3. Redesign Pond S-5 for three different configurations within the SR 534 LA R/W and Eagle Creek Village easement. Model existing drainage collection system to remain in Eagle Creek Basin S-5. (244 EW). Revise the plans and update the drainage report to reflect these changes.
4. Redesign the five Basin D ponds from wet detention to dry retention (244 EW). Redesign drainage structures discharging to the ponds. Revise the plans and update the drainage report to reflect these changes.
5. Redesign CR 15 Pond 2 to avoid impacting the recently constructed OCU watermain along Clapp Simms Duda Road (243). Revise the plans and update the drainage report to reflect these changes.
6. Revise the design of the drainage collection systems in the four quadrants of each of the Centerline and Pearson Road crossings (243) and CR 15 interchange (244 EW) to accommodate the addition of planter walls at these locations. Revise the plans and update the drainage report to reflect these changes.
7. Redesign the existing CR 15 drainage trunkline (243) and Pond 07 outfall (243) to be on the east side of CR 15 within the SR 534 interchange limits to minimize impacts to the existing OCU utilities on the west side of CR 15, facilitate construction of the west bridge abutment and walls, and improve MOT. Revise the plans and update the drainage report to reflect these changes.
8. Update the design and move the Pond 07 outfall from the 534-243 plans to the 534-244 EW plans to accommodate closure of the existing concrete box culvert under CR 15 early in construction. Revise the plans and update the drainage report to reflect these changes.
9. Redesign dry retention Ponds D-4 and D-5 to a single wet detention Pond D-4. Redesign drainage structures discharging to the ponds. Revise the plans and update the drainage report to reflect these changes. (244EW).
10. Recalculate floodplain impacts and update the floodplain exhibits for three additional configurations: 1) MSE wall along north side of SR 534; 2) Pond D-4 as wet detention,

and; 3) Scrape-down area to the C-29A Canal (244 EW). Update the drainage report to reflect these changes.

11. Investigate floodplain compensation options around the Lake Hart floodplain and prepare an exhibit of potential compensation sites (244 EW).
12. Perform the following work to accommodate lowering the SR 534 profile over CR 15 and shifting the high point to the east:
    a. Revise the Basin B and Pond 02 calculations (243).
    b. Revise the Basin C and CR 15 Pond 02 calculations and design (243).
    c. Revise the Basin D and Pond D-1 calculations and design (244 EW).
    d. Redesign the median ditches within Basins B and D (244 EW).
    e. Redesign the storm sewer systems within Basins B and D (244 EW).
    f. Revise the plans and update the drainage report to reflect these changes (243 and 244 EW).
13. Perform the following work to accommodate the addition of a toll gantry at each of the four (4) ramps (243 and 244EW):
    a. Redesign the four (4) infield ditches within Basins B and D.
    b. Redesign the ramp storm sewer systems within Basins B and D.
    c. Revise the plans and update the drainage report to reflect these changes.
14. Perform the following work to accommodate the relocated overhead electric poles along CR 15 (243 and 244EW):
    a. Redesign the roadside ditch along the east side of CR 15.
    b. Redesign the storm sewer systems for CR 15 and the Pond 07N Outfall.
    c. Revise the plans and update the drainage report to reflect these changes.
15. Coordination and revisions to the plans, including revising drainage systems and revised floodplain calculations and exhibits, to achieve the required floodplain compensation. Update the drainage report to reflect these changes (244EW).

<u>Environmental Permits</u>

The following summarizes the changes in scope:

1. Revise the SFWMD and USACE dredge and fill exhibits with new labels and formats (243 and 244EW).
2. Revise the SFWMD ERP application to reflect the changes identified in this supplemental agreement (243 and 244EW).

<u>Structures</u>

The following summarizes the changes in scope related to structures:

1. Update bridge and MSE wall geometry due to the SR 534 roadway profile lowering over CR 15.
2. Update MSE wall length east of CR 15 (1600’ additional).
3. Add details for signalization attachments to the SR 534 bridges over CR 15.
4. Provide designs and plans for 14 cast-in-place retaining walls.

Signing and Pavement Marking Plans

The following summarizes the modifications to signing and pavement marking design and plans to address the changes in scope:

1. Change design location of overhead sign structures at Ramp B1 and Ramp D1 to accommodate new ramp toll sites in 534-243
2. Update pavement markings for 534-243 and 534-244 EW to reflect the addition of 4 new ramp toll sites.
3. Update signing in 534-243 and 534-244 EW to reflect the addition of 4 new ramp toll sites.

Signalization

The following summarizes the modifications to the signalization design and plans to address the changes in scope:

Signalization plans modification involves the separation of proposed plans for identified signal improvements specific for Project 534-243 and specific for Project 244 EW. The following summarizes the modifications to the signalization design and plans to address the changes in scope:

1. Project 534-243 signalization improvements include mast arm signals, pedestal mounted signal & pedestrian signals for Ramp B1, Ramp B2 & Ramp A1. Project 534-243 also includes bridge-mounted signals facing both directions of C
2. R 15 traffic. The proposed pedestrian signals associated with Ramps C1 & D2 will be part of Project 243 design but will not be activated until Project 244 EW is open to traffic.
3. Project 534-244 EW signalization improvements include mast arm signals for off Ramps D1 and D2

Lighting

The following summarizes the modifications to the lighting design and plans to address the changes in scope:

1. Redo lighting design from Sta 1017+60 to Sta 1035+00 due to removal of the retaining wall/addition of planter walls.
2. Underdeck lighting and adjustment of OUC lighting on Pearson Ave under and in the vicinity the bridge
3. Spill calculations per email from Nov 2024, adding spill zone calculations between the shoulder and R/W line at ground level and adjusting AGI poles to actual roadway elevations based on cross sections.
4. Update lighting calculations on Narcoossee Rd based on new OUC lighting design info received 2/24/25.
5. Temporary lighting for 534-243 and 534-244EW
6. Lighting plan changes to reflect all design changes related to the above.

Tolling

The following summarizes the modifications to the tolling design and plans to address the changes in scope:

1. Design new ramp toll site at SR 534 WB on-ramp at Narcoossee Rd.
    - Toll site will be designed with a new power service point from OUC and will include a generator, underground fuel tank, and ATS, per CFX standards.
2. Design new ramp toll site at SR 534 EB off-ramp at Narcoossee Rd.
    - Normal and backup power for this toll site will originate from the WB on-ramp. A single feeder downstream of the ATS will be provided between the sites. Power distribution equipment will be designed with a portable generator connection.
3. Design new ramp toll site at SR 534 WB off-ramp at Narcoossee Rd.
    - Toll site will be designed with a new power service point from OUC and will include a generator, underground fuel tank, and ATS, per CFX standards.
4. Design new ramp toll site at SR 534 EB on-ramp at Narcoossee Rd.
    - Normal and backup power for this toll site will originate from the WB off-ramp. A single feeder downstream of the ATS will be provided between the sites. Power distribution equipment will be designed with a portable generator connection.
5. Modify location of mainline "shadow" gantry site to a preferred location, maintaining the minimum distance to other toll sites.

Intelligent Transportation Systems (ITS)

The following summarizes the modifications to Fiber Optic Network (FON) design and plans to address the changes:

1. Design of Fiber Optic Network (FON) connections to four (4) proposed ramp toll gantries serving the SR 534 and CR 15 (Narcoossee Road) interchange including updates to ITS analysis and plans documented below:
    a. ITS Analysis:
        i. Communications Subsystem Analysis
        ii. Design Documentation
        iii. Reference and Master ITS Design File
        iv. Quantities & Cost Estimates
    b. ITS Plans:
        i. Tabulation of quantities
    a. Plan sheets
    b. Fiber optic splice diagrams

Design Survey (SUE and Geotech)

The following summarizes the modifications to the survey scope:

1. Geotech survey Support (as directed)
2. Provide up to 100 additional test holes (VVHs) (as directed)

Geotechnical

The following summarizes the modifications to the geotechnical scope:

1. Perform the following subsurface investigations
    a. 2 new span structures on 243 ramp toll sites
    b. Potential relocation of 2 ramp sign structures on EB off ramp
    c. 4 signal location modifications
    d. Perform laboratory tests associated with the supplemental borings
    e. Provide Geotechnical Data and recommendations in Geotechnical Reports

Project 534-243
Contract 001921

SUPPLEMENTAL AGREEMENT NO. 4

TO

AGREEMENT FOR PROFESSIONAL SERVICES

FINAL DESIGN

SR 534 Segment 3 – East of Jim Branch Creek to CR 15 (Narcoossee Road)

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 RS&H, 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 December 8, 2022, as amended or supplemented by that certain Supplemental Agreement No. 1 between CFX and CONSULTANT dated December 14, 2023, as amended or supplemented by that certain Supplemental Agreement No. 2 between CFX and CONSULTANT dated September 24, 2024, and as amended or supplemented by that certain Supplemental Agreement No. 3 between CFX and CONSULTANT dated January 27, 2025 (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 13, 2025 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 $1,624,546.22 to $6,788,556.33.
    b. The Direct Expenses - Lump Sum (Prime) is adjusted upward by $4,230.90 to $21,460.38.
    c. The Direct Expenses - Limiting Amount (Prime) is adjusted upward by $811.23 to $4,811.23.
    d. The Subcontract Items are adjusted upward by $1,036,113.63 to $5,501,678.44 as follows:

• Stanley	$300,818.53
• Terracon	$471,860.91
• Nadic	$154,915.14
• WBQ	$85,791.97

- Colliers $22,727.08

e. The Allowance is adjusted downward by $210,863.29 to $0.00.

f. The Total Maximum Limiting Amount is adjusted upward by $2,454,838.69 to $12,316,506.38.

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 13th day of February, 2025, and RS&H, INC. signing through its Senior Vice President, duly authorized to execute same.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Robert Johnson Digitally signed by Robert Johnson Date: 2025.02.13 14:25:02 -05'00' Date: February 13, 2025

Print Name: Robert Johnson Title: Senior Manager of Procurement

RS&H, INC.

By: Date: 01/28/2025

Print Name: Jesse J. Forst 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: 2025.01.29 12:45:06 -05'00' Date: January 29, 2025

Print Name: Angela J. Wallace Title: General Counsel

EXHIBIT “A”

Dewberry

MEMORANDUM

Date: January 13, 2025

To: David Falk, PE CFX Director of Engineering

From: Scott Kamien[SMK], PE

Subject: Design Consultant Services - Contract 001921
CFX Project No. 534-243 Supplemental #4
SR 534 Segment 3 – East of Jim Branch Creek to CR 15

Comments:

I have reviewed the fee sheet and scope of services for Supplemental Agreement #4 (SA #4) submitted by RS&H, Inc. on January 13, 2025 for the SR 534 Segment 3 – East of Jim Branch Creek to CR 15 project. SA #4 is for additional professional services to extend the 534 mainline from the current 534-243 terminus near Sta 1090 to approximately 0.8 miles east of Narcoossee Road ending near Sta 1145. This includes collecting the survey and geotechnical borings needed for final design of the roadway, the Narcoossee bridge, and associated signing and signals which will be combined with the 534-244 Design/Build project. A 15% line and grade plan will also be developed to extend further east from Sta 1090, over Clapp Simms Road and terminate near Sta 1180. Design of a new eastbound toll plaza gantry for AET data collection from the 534-242 project is also included. Permit submittals for the expanded area is included.

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

$ 1,629,588.35	RS&H as Prime
$ 1,036,113.63	Total Subconsultant Fees
$ 2,665,701.98	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 $2,665,701.98.

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

cc:

Keith Jackson, PE Dewberry
File

RS&H, Inc.
301 E. Pine Street, Suite 350
Orlando, Florida 32801
P: 407-893-5800
F: 407-264-6624
FL Cert. Nos. AAC001886 • EB0005620 • LCC000210

January 13, 2025

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

RE: **SR 534 Segment 3 – East of Jim Branch Creek to CR 15**
Supplemental Agreement 4 – Design Scope Modifications
Orange County, Florida
CFX Project No. 534-243

Dear Mr. Falk:

Enclosed please find the RS&H Team's supplemental fee proposal request for the CFX 534-243 project to add additional scope as described in the attached scope of services. The additional fee associated with this supplemental agreement is $2,665,701.98.

Please feel free to contact me directly at 407-893-5805 if you have any questions regarding this proposal.

Sincerely,

RS&H, INC.

Nicole Jeffers

Nicole M. Jeffers, PE
Project Manager

Scope of Services
Supplemental Agreement No. 4

SR 534 Segment 3 – East of Jim Branch Creek to CR 15
CFX Project No. 534-243`

Purpose

The purpose of this Supplemental Agreement is to capture changes in scope for the design of the 534-243 project. The scope modifications include:

- Add scope for the design of project 534-243A. Project limits extend 534 mainline from the terminus of 534-243, west of Narcoossee Road, to approximately 0.8 mile east of Narcoossee Road (east end of Eagle Creek owned property) including roadway, TTCP, drainage, permitting, structures, signing and pavement marking, ITS, lighting, signalization, utility coordination, survey, and geotechnical evaluation.
- Add scope to design a mainline toll gantry for eastbound SR 534 as part of the 534-243 project.

Scope of Work

The following summarizes the change in effort associated with these scope modifications for project management, roadway, drainage, structures, signing and pavement marking, survey, right-of-way mapping, and geotechnical evaluation respectively.

Project Management

The following summarizes the modifications to the scope for project management:

- Add contract set-up for 534-243A project and extend overall contract maintenance and management for an additional 8 months.
- Add coordination with the 534-244 consultant.
- Attend project meetings for 534-243A design.

Roadway

The following summarizes the modifications to roadway design and plans to address the changes in scope:

- 15% line and grade design SR 534 over Clapp Simms Duda Road.
- Final design plans for SR 534 approximately 0.8 miles east of Narcoossee Road (east end of Eagle Creek property), including the eastbound on ramp and westbound off-ramp as well as the bridge over Narcoossee Road.

- Submittals will include 45% plans needed for ERP permit, followed by standard 60%, 90%, 100%, and Final plans as defined by the CFX Design Guidelines. There will be no 30% submittal. The 45% submittal will include a temporary connection to Clapp Simms Duda Road near the eastern end of the Eagle Creek owned property.
- Final TTCP plans needed for the connection of the ramps to Narcoossee road and the extension of SR 534.

Drainage

The following summarizes the modifications to the drainage design and plans to address these changes in scope:

- Pond 1A in the Final Condition to confirm the pond will accommodate the required stormwater volume for Segment 4.
- Pond 1A in the Interim Condition for Segment 3A.
- Pond in Eagle Creek Village.
- Floodplain compensation for Segments 3A and 4.
- Cross drain at Sta. 1134+00.
- Ditches in the median, infield, and adjacent to the LA R/W lines.
- Storm drainage systems in Segment 3A.
- Drainage Report documenting this work.

Environmental Permits

The following summarizes the modifications to the environmental permits to address these changes in scope:

- SFWMD ERP Sections A, C, and E for Segment 3A.
- SFWMD ERP Sections A, C, and E for the Eagle Creek Village pond.
- Dredge and Fill Sketches for Segment 3A.

Structures

The following summarizes the modifications to structures design and plans to address the changes in scope:

- Final Design Plans and Calculations for the SR 534 bridge over CR 15 (two, single-span steel bridges)
- 8 MSE walls for Segment 3A
- 12 additional elevation sheets for Segment 3 due to wall lengths as determined during the 30% plans submittal
- Miscellaneous structures
    - 5 additional ITS poles
    - 1 additional wrong way vehicle detector
    - 1 additional overhead cantilever sign structure

- 2 additional overhead span structures
- 3 additional multi-post signs
-

Signing and Pavement Marking Plans

The following summarizes the modifications to signing and pavement marking design and plans to address the changes in scope:

- Final signing and pavement marking design plans for 534-243A limits. Design includes 4 multi-post signs and 5 overhead cantilevers.

Signalization

The following summarizes the modifications to the signalization design and plans to address the changes in scope:

- Signal plans will be developed for modification of the signals at the ramp terminals at SR 15. 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.
- Plan sheets will be developed at a scale of 1”=50’ (11”x17” format).

Roadway Lighting

The following summarizes the modifications to the lighting design and plans to address the changes in scope:

- The Consultant shall provide a complete set of final roadway lighting documents in accordance with FDOT and CFX design criteria. These plans shall include roadway and ramp fixtures, overhead sign lighting and underdeck lighting. Lighting will be designed for SR 534 and CR 15 within the project limits. The work shall include coordination with the local utility to provide electrical service. Plan sheet scale shall be at 1"=50' scale.

- If required, CFX will provide a cut sheet for the type of lighting fixtures to be used for this project.

Fiber Optic Network (FON)

The following summarizes the modifications to FON design and plans to address the changes in scope:

- Fiber Optic Infrastructure Plans

- The site construction plans shall be developed at a scale of 1" equals 50 feet. These plans shall include the design of fiber optic ductbanks, cables, manholes, and pull boxes necessary to place 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.

- Fiber optic network (FON) plans shall include the following:
  - Roadway geometry
  - Rights-of-Way
  - Existing utilities within the right-of-way including CFX's FON
  - Physical features affecting construction/installation (sign structures, light poles, fences, etc.)
  - Manhole/Pull box locations and stub-out details (standard details provided)
  - Device layout
  - Device installation details
  - Conduit installation details (standard details provided)
  - Fiber optic cable route marker detail (standard details provided)
  - Fiber count per conduit
  - Communications interconnect
  - Connectivity with the FON backbone conduits
  - Fiber cable design to include link loss budget calculations, per Corning standard recommended procedure for new or relocated fiber optic cabling.
  - Fiber cable routing summaries, fiber cable allocation charts, and splice details and tables for new or relocated fiber optic cabling.
  - Controller cabinet, structure, and foundation details for proposed CFX device sites.
  - 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.
  - Prepare short circuit current, selective coordination, and arc flash hazard assessment for each new service.
  - Grounding
  - Table of quantities
  - Special notes
  - Maintenance of fiber operations (protection of existing FON through all phases of construction and cutover phasing to ensure continuous operation of existing ITS devices)
  - All existing and proposed FON to be included and shown with roadway cross sections and drainage cross sections
  - Avoid attaching ITS devices to bridges.

- The Consultant shall take the following information into consideration when developing the site construction plans:

    - Minimize utility conflicts and adjustments.
    - Minimize traffic impact.
    - Accessibility and ease of equipment maintenance.
    - Safety of equipment maintenance personnel and the traveling public.
    - Maintain the existing FON system through all phases of construction.
    - Environmental conditions.
    - Concurrent/future CFX projects.
    - 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.)
    - Leased conduits in CFX FON duct bank that are occupied by the fiber optic cable of other agencies or entities.
    - Location of proposed sound walls

- Splice and Cable Routing Details

    - The Consultant shall provide splicing detail diagrams to document proposed fiber optic splices within and between manholes, ITS devices, tollbooths, and other junction points.

    - 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.

- Maintenance of Fiber Operations

    - The Consultant shall provide a plan of action to ensure existing fiber optic network is not disrupted during construction operations.
    - The Consultant shall determine the sequence of fiber optic cable splices to minimize disruption to communications.

- Standard CFX specifications will be provided to the Consultant. The Consultant shall review the specifications and modify them as necessary.

<u>Design Survey (3D DTM, SUE, Drainage and Geotech)</u>

The following summarizes the modifications to the design survey scope:

- 3D DTM Topographic survey, ROW to ROW to approximately 700 FT past Clapp Simms Duda Road. Including Clapp Sims Duda Road
- Drainage to approximately 700 FT past Clapp Simms Duda Road. Including Clapp Sims Duda Road
- SUE to approximately 700 FT past Clapp Simms Duda Road. Including Clapp Sims Duda Road

- Geotech survey Support (as directed)
- Jurisdictional Survey (as directed)
- Stake North LA R/W Line in Eagle Creek Area east of Narcoossee

Geotechnical

The following summarizes the modifications to the geotechnical scope:

Roadway and Ponds:

- Develop Detailed Boring Location Plan – Review revised design documents and develop Geotechnical boring location plans for Mainline, Ramps and Pond P-1.
    - Terracon to perform wall/high fill borings along the Mainline from about Station 1091 to Station 1146 (not including Narcoossee Bridge), Ramp C1, Ramp D1, and Pond P-1. Several mainline and ramp borings to be performed in existing ponds to be filled.
- Perform Subsurface Investigation
    - Pond P-1: Perform 28 hand augers for preliminary pond borings. Perform 50 machine augers for final pond borings. Approximately half of the borings will need site clearing to access boring locations.
    - Mainline: Perform 60 SPT land borings to depths of 30 to 85 feet (avg. 52 ft) and 11 SPT water borings to depths of 80 to 110 feet (avg. 98 ft). Approximately 30 SPT borings will need site clearing to access boring locations.
    - Ramp C1: Perform 7' hand auger borings (7) along at/near-grade portion of the ramp and SPT borings to depths of 15 to 75 feet (avg. 35 ft; 9 total) for walls.
    - Ramp D1: Perform 7' hand auger borings (5) along at/near-grade portion of the ramp and SPT borings to depths of 25 to 40 feet (avg. 35 ft; 6 total) for walls. Perform one water SPT boring to depth of 70 feet.
- Perform Laboratory Testing Associated Borings
- Include Geotechnical Data and Recommendations in Report Documents.

Structures:

- Perform the following subsurface investigations
    - 2 additional borings to 175 feet for CR 15 bridge.
    - 4 wrap around walls systems at the begin/end bents
    - 2 on-ramp and off-ramp walls
    - 5 ITS poles
    - 1 Wrong Way vehicle detector pole
- Perform laboratory tests associated with the supplemental borings
- Provide Geotechnical Data and recommendations in Geotechnical Reports

Tolling Gantries

The following summarizes the modifications to the tolling scope.

- Design a civil site plans for a new mainline All-Electronic Tolling (AET) data collection toll gantry for Eastbound SR 534

Project 534-243
Contract 001921

SUPPLEMENTAL AGREEMENT NO. 3

TO

AGREEMENT FOR PROFESSIONAL SERVICES

FINAL DESIGN

SR 534 Segment 3 – East of Jim Branch Creek to CR 15 (Narcoossee Road)

THIS SUPPLEMENTAL AGREEMENT NO. 3 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 RS&H, 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 December 8, 2022, as amended or supplemented by that certain Supplemental Agreement No. 1 between CFX and CONSULTANT dated December 14, 2023, and as amended or supplemented by that certain Supplemental Agreement No. 2 between CFX and CONSULTANT dated September 24, 2024 (collectively, "Agreement"); and

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

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

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

1. CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant's December 18, 2024 letter to CFX, which is attached hereto as Exhibit "A" and incorporated herein by reference ("Additional Services"). Exhibit "A" of the Agreement and the Scope of Services, as defined in the Agreement, shall be amended to include the Additional Services.
2. Exhibit "B" Method of Compensation of the Agreement is hereby amended as follows:
    a. The Salary Related Costs remains unchanged at $5,164,010.11.
    b. The Direct Expenses - Lump Sum (Prime) remains unchanged at $17,229.48.
    c. The Direct Expenses - Limiting Amount (Prime) remains unchanged at $4,000.00.
    d. The Subcontract Items are adjusted upward by $66,109.31 to $4,465,564.81 as follows:
        - Salas O'Brien $66,109.31
    e. The Allowance is adjusted downward by $66,109.31 to $210,863.29.
    f. The Total Maximum Limiting Amount remains unchanged at $9,861,667.69.
3. All provisions of said Agreement, or any amendments or supplements thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and the Agreement, or any existing supplements or

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

IN WITNESS WHEREOF, the parties have made and executed this Supplemental Agreement: CENTRAL FLORIDA EXPRESSWAY AUTHORITY, signing by and through its Director of Procurement, authorized to execute same, and RS&H, INC. signing through its Senior Vice President, duly authorized to execute same.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams Date: 1/27/2025

Print Name: Aneth Williams Title: Director of Procurement

RS&H, INC.

By: Date: 01/23/2025

Print Name: Jesse J. Forst 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: 2025.01.24 10:26:34 -05'00' Date: January 24, 2025

Print Name: Angela J. Wallace Title: General Counsel

EXHIBIT “A”

Dewberry

MEMORANDUM

Date: December 30, 2024

To: David Falk, PE CFX Engineering Project Manager

From: Scott Kamien, PE SMK

Subject: Design Consultant Services - Contract 001921
CFX Project No. 534-243
SR 534 Segment 3 – East of Jim Branch Creek to CR 15
Supplemental Agreement #3

Comments:

I have reviewed the fee sheet and scope of services for Supplemental Agreement #3 (SA #3) submitted by RS&H, Inc. dated December 18, 2024 for the SR 534 Segment 3 – East of Jim Branch Creek to CR 15. SA #3 is for an additional subconsultant (Salas O'Brien) to RS&H to prepare electrical design for a toll plaza added within the Segment 3 section.

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

$ 0.00	RS&H as Prime
$ 66,109.31	Salas O'Brien as Subconsultant
$ 66,109.31	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 $66,109.31.

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

cc:

Keith Jackson, PE Dewberry
File

RS&H, Inc.
301 E. Pine Street, Suite 350
Orlando, Florida 32801
P: 407-893-5800
F: 407-264-6624
FL Cert. Nos. AAC001886 • EB0005620 • LCC000210

December 18, 2024

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

RE: **SR 534 Segment 3 – East of Jim Branch Creek to CR 15**
Supplemental Agreement 3 – Add Salas O'Brien to contract
Orange County, Florida
CFX Project No. 534-243

Dear Mr. Falk:

Enclosed please find the RS&H Team's supplemental agreement request to add Salas O'Brien as a subconsultant to RS&H, Inc. for the CFX 534-243 project. Salas O'Brien will be responsible for toll facilities mechanical, electrical, and plumbing (MEP) design services for a new mainline gantry to be added to the 534-243 project. Their design scope includes:

- Design MEP systems related to the new mainline toll site. Scope includes power design, conduit layouts, lightning protection, and fuel piping/system design related to the generator and fuel tank.
- The MEP engineers will coordinate with other project disciplines including Lighting, ITS, Roadway, Drainage, and Structures. The team will also coordinate with the local power company, assumed to be OUC, for the new service point.
- A Power Design Analysis Report (PDAR) will be provided detailing the service loads, a short circuit study, arc flash analysis, protective device coordination, generator sizing, fuel tank/pipe sizing, and service point coordination.

The design fee for Salas O'Brien included in this supplemental agreement request is $66,109.31. Please feel free to contact me directly at 407-893-5805 if you have any questions regarding this proposal.

Sincerely,

RS&H, INC.

Nicole Jeffers

Nicole M. Jeffers, PE
Project Manager

Scope of Services
Supplemental Agreement No. 3

SR 534 Segment 3 – East of Jim Branch Creek to CR 15
CFX Project No. 534-243

Purpose

The purpose of this Supplemental Agreement is to capture changes in scope for the design of the 534-243 project. The scope modifications include:

- Add scope for mechanical, electrical, and plumbing (MEP) design for a new mainline toll gantry for SR 534 as part of the 534-243 project.

Scope of Work

The following summarizes the change in effort associated with these scope modifications.

Tolling Gantries

The following summarizes the modifications to the tolling scope.

- Design MEP systems related to the new mainline toll site. Scope includes power design, conduit layouts, lightning protection, and fuel piping/system design related to the generator and fuel tank.

- The MEP engineers will coordinate with other project disciplines including Lighting, ITS, Roadway, Drainage, and Structures. The team will also coordinate with the local power company, assumed to be OUC, for the new service point.

- A Power Design Analysis Report (PDAR) will be provided detailing the service loads, a short circuit study, arc flash analysis, protective device coordination, generator sizing, fuel tank/pipe sizing, and service point coordination.

Project 534-243
Contract 001921

SUPPLEMENTAL AGREEMENT NO. 2

TO

AGREEMENT FOR PROFESSIONAL SERVICES

FINAL DESIGN

SR 534 Segment 3 – East of Jim Branch Creek to CR 15 (Narcoossee Road)

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 RS&H, 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 December 8, 2022, as amended or supplemented by that certain Supplemental Agreement No. 1 between CFX and CONSULTANT dated December 14, 2023 (collectively, "Agreement"); and

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

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

1. CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant's June 28, 2024 letter to CFX, which is attached hereto as Exhibit "A" and incorporated herein by reference ("Additional Services"). Exhibit "A" of the Agreement and the Scope of Services, as defined in the Agreement, shall be amended to include the Additional Services.
2. Exhibit "B" Method of Compensation of the Agreement is hereby amended as follows:
    a. The Salary Related Costs are adjusted upward by $73,027.40 to $5,164,010.11.
    b. The Direct Expenses - Lump Sum (Prime) remains unchanged at $17,229.48.
    c. The Direct Expenses - Limiting Amount (Prime) remains unchanged at $4,000.00.
    d. The Subcontract Items remains unchanged at $4,399,455.50.
    e. The Allowance is adjusted downward by $73,027.40 to $276,972.60.
    f. The Total Maximum Limiting Amount remains unchanged at $9,861,667.69.
3. All provisions of said Agreement, or any amendments or supplements thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and the Agreement, or any existing supplements or amendments thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

IN WITNESS WHEREOF, the parties have made and executed this Supplemental Agreement: CENTRAL FLORIDA EXPRESSWAY AUTHORITY, signing by and through its Director of Procurement, authorized to execute same, and RS&H, INC. signing through its Senior Vice President, duly authorized to execute same.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____ Date: 9/24/2024

Print Name: Aneth Williams Title: Director of Procurement

RS&H, INC.

By: _____ Date: 09/23/2024

Print Name: Jesse J. Forst 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: 2024.09.23 16:33:15 -04'00' Date: September 23, 2024

Print Name: Angela J. Wallace Title: General Counsel

Exhibit "A"

Dewberry

/

MEMORANDUM

Date: July 26, 2024

To: David Falk, PE CFX Manager of Engineering

From: Scott Kamien, PE SMK

Subject: Design Consultant Services - Contract 001921
CFX Project No. 534-243
SR 534 Segment 3 – East of Jim Branch Creek to SR 15
Supplemental Agreement #2

Comments:

I have reviewed the fee sheet and scope of services for Supplemental Agreement #2 (SA #2) submitted by RS&H, Inc. dated June 28, 2024 for the SR 534 Segment 3 – East of Jim Branch Creek to SR 15. SA #2 is for additional professional services to prepare an updated evaluation matrix for FWC including an associated right-of-way map and kmz file, and to prepare a modified stormwater design for Pond 02 to avoid conflict with the new bridge.

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

$ 73,027.40	RS&H as Prime
$ 73,027.40	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 $73,027.40.

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

cc:

Keith Jackson, PE Dewberry
File

Exhibit "A"

RS&H, Inc.
301 E. Pine Street, Suite 350
Orlando, Florida 32801
P: 407-893-5800
F: 407-264-6624
FL Cert. Nos. AAC001886 • EB0005620 • LCC000210

June 28, 2024

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

RE: **SR 534 Segment 3 – East of Jim Branch Creek to SR 15**
Supplemental Agreement 2 – Design Scope Modifications
Orange County, Florida
CFX Project No. 534-243

Dear Mr. Falk:

Enclosed please find the RS&H Team's supplemental fee proposal request for the CFX 534-243 project.

Please feel free to contact me directly at 407-893-5805 if you have any questions regarding this proposal.

Sincerely,

RS&H, INC.

Nicole M. Jeffers, PE
Project Manager

Scope of Services
Supplemental Agreement No. 2

SR 534 Segment 3 – East of Jim Branch Creek to SR 15
CFX Project No. 534-243

Purpose

The purpose of this Supplemental Agreement is to capture changes in scope for the design of the 534-243 project. The scope modifications include:

- Update the SR 534 evaluation matrix in support of the meeting with FWC
- Develop a concept exhibit and pond volume calculations for re-grading existing Pond 02 in Poitras East. Incorporate comments and revisions received from the project team, client, and owner.
- Incorporate the Pond 02 re-grading concept into the construction plans and drainage report.
- Design the relocation of existing OUTLET-02A to avoid conflicting with the proposed bridge over Pond 02.
- Include in the construction plans removal of the existing OUTLET-02A and associated piping and drainage structures, and the newly designed OUTLET-02A and associated piping and drainage structures.

Scope of Work

The following summarizes the change in effort associated with these scope modifications for project general tasks, roadway, and drainage.

Project General Tasks

The following summarizes the additional scope to update the SR 534 Evaluation Matrix:

- Update SR 534 evaluation matrix for east alternatives in support of meeting with FWC.
- Prepare right-of-way table and kmz file to support right-of-way cost estimate update for east alternatives.
- Update unit costs and construction cost estimate for east alternatives.

Roadway

The following summarizes the modifications to roadway design and plans to address the changes:

- Minor adjustments to plan sheet limits and labels to account for Pond 02 re-grading and relocation of OUTLET-02A.

Drainage

The following summarizes the modifications to the drainage design and plans to address these changes in scope:

- Develop a conceptual re-grading exhibit for Pond 02 and calculate pond volume changes, make 12 revisions to exhibit and calculations, address comments on exhibit and calculations received from the project team, client, and owner.
- Add a new section in the drainage report for the Pond 02 re-grading. Add the pond volume calculations for Pond 02 to the drainage report.
- Design the relocation of existing OUTLET-02A and associated drainage structures and piping to avoid conflicting with the proposed bridge over Pond 02.
- Add and update labels on the drainage maps and plan sheets for the Pond 02 re-grading and relocated OUTLET-02A and its associated drainage structures and piping.
- Additional coordination with the owner, client, and client representative for this additional work.
- If required, it is assumed the owner will revise their ICPR model to reflect the relocated pond control structure, OUTLET-02A, and its associated piping and drainage structures.
- Any new permits or modifications of existing permits required for this additional work are assumed to be obtained by the owner and/or client. Consultant will provide supporting documentation relevant to the additional work described herein.

Project 534-243
Contract 001921

SUPPLEMENTAL AGREEMENT NO. 1

TO

AGREEMENT FOR PROFESSIONAL SERVICES

FINAL DESIGN

SR 534 Segment 3 – East of Jim Branch Creek to CR 15 (Narcoossee Road)

THIS SUPPLEMENTAL AGREEMENT NO. 1 TO AGREEMENT FOR PROFESSIONAL SERVICES FINAL DESIGN ("Supplemental Agreement") is made and entered into this 14th day of December, 2023, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called "CFX", and the consulting firm of RS&H, 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 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 October 18, 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 $451,686.74 to $5,090,982.71.
    b. The Direct Expenses - Lump Sum (Prime) remains unchanged at $17,229.48.
    c. The Direct Expenses - Limiting Amount (Prime) remains unchanged at $4,000.00.
    d. The Subcontract Items are adjusted upward by $526,005.02 to $4,399,455.50 as follows:
        - Stanley -$8,873.62
        - GEC $511,414.17
        - WBQ $23,464.47
    e. The Allowance is adjusted downward by $316,024.07 to $350,000.00.
    f. The Total Maximum Limiting Amount is adjusted upward by $661,667.69 to $9,861,667.69.
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

RS&H, INC.

By: _____

Print Name: Jesse J. Forst

Title: Senior Vice President

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

By: _____

Print Name: Laura L. Kelly

Title: Associate General Counsel

Dewberry

MEMORANDUM

Date: October 18, 2023

To: David Falk, PE CFX Engineering Project Manager

From: Scott Kamien, PE SMK

Subject: Design Consultant Services - Contract 001921
CFX Project No. 534-243, SA #1
SR 534 Segment 3 – East of Jim Branch Creek to SR 15

Comments:

I have reviewed the fee sheet and scope of services for Supplemental Agreement #1 (SA #1) submitted by RS&H, Inc. dated October 18, 2023 for the SR 534 Segment 3 – East of Jim Branch Creek to SR 15. SA #1 is for additional professional services to extend the 30% design limits to include the Eagle Creek property and modify Pond S-5, modify the borrow pit bridge to accommodate a westbound on-ramp taper, modify the SR 15 bridge to a 3-span steel box girder, evaluate alternatives for the OUC pond and design, collect 12 additional borings within Pond 5A at a depth of 200', and extend survey limits for 8 residential lots and wetland limits.

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

$ 451,686.74	RS&H as Prime
$ 526,005.02	Total Subconsultant Fees
$ 977,691.76	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 $977,691.76.

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

cc:

Keith Jackson, PE Dewberry
File

RS&H, Inc.
301 E. Pine Street, Suite 350
Orlando, Florida 32801
P: 407-893-5800
F: 407-264-6624
FL Cert. Nos. AAC001886 • EB0005620 • LCC000210

October 18, 2023

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

RE: **SR 534 Segment 3 – East of Jim Branch Creek to SR 15**
Supplemental Agreement 1 – Design Scope Modifications
Orange County, Florida
CFX Project No. 534-243

Dear Mr. Chester:

Enclosed please find the RS&H Team's supplemental fee proposal request for the CFX 534-243 project.

Please feel free to contact me directly at 407-893-5805 if you have any questions regarding this proposal.

Sincerely,

RS&H, INC.

Nicole M. Jeffers, PE
Project Manager

Scope of Services
Supplemental Agreement No. 1

SR 534 Segment 3 – East of Jim Branch Creek to SR 15
CFX Project No. 534-243

Purpose

The purpose of this Supplemental Agreement is to capture changes in scope for the design of the 534-243 project. The scope modifications include:

- Remove scope for the design of the Clapp Simms Duda Road realignment.
- Extend limits of 30% roadway design east to the end of the Eagle Creek owned property.
- Add scope for additional profile sheets needed for full coverage of the project.
- Modify westbound Pond 5A bridge design to accommodate the westbound on-ramp taper.
- Evaluate viability of 3-span continuous steel box girders for CR 15 bridge.
- Evaluate alternatives for CR 15 pond to be located on the residential properties on the southeast quadrant of the Narcoossee Road/SR 534 Interchange or on available land on the OUC property for a joint use pond between OUC and Orange County. Analysis and conceptual design of the preferred location is to be included in the Preliminary Engineering Report
- Evaluate alternatives for the relocation of the Eagle Creek Pond S-5. Develop conceptual design of the preferred Eagle Creek replacement Pond S-5 to be located in the southeast corner of Eagle Creek Development. Analysis and conceptual design are to be included in the Preliminary Engineering Report.
- Add scope for 12 more bridge borings for the Pond 5A bridge. Original scope included 23/bridge; however, based on a concrete structure we need 29/bridge for a total of 12 additional borings.
- Borings scoped during original negotiations were to a depth of 175'. Based on borings performed for BCM, all original scoped boring depths need to be deepened to 200'
- Remove design survey and right-of-way mapping associated with Diocese of Orlando parcel.
- Add design survey for 8 residential lots, additional coverage along Narcoossee Road adjacent to the OUC property, and extend survey limits to the eastern edge of the Eagle Creek conservation land.
- Add right-of-way mapping for the OUC parcel and 8 residential parcels.

Scope of Work

The following summarizes the change in effort associated with these scope modifications for project management, roadway, drainage, structures, signing and pavement marking, survey, right-of-way mapping, and geotechnical evaluation respectively.

Project Management

The following summarizes the modifications to project management to address the changes:

- Eliminate coordination with the Diocese of Orlando.
- Add coordination for the status of the Clapp Simms Duda Realignment.
- Extend contract maintenance based on revised schedule adding additional 4 months.
- Coordinate with CFX and prepare associated exhibits for right-of-way acquisition from Eagle Creek.
- Coordinate with CFX and prepare exhibits for right-of-way needed for CR 15 pond relocation.

Roadway

The following summarizes the modifications to roadway design and plans to address the changes:

- Remove scope for the design of the Clapp Simms Duda Road realignment. De-scope includes:
    - Eliminate 0.6 miles of horizontal/vertical roadway design
    - Eliminate pavement design
    - Eliminate Level I temporary traffic control analysis and associated detail sheet
    - Eliminate 1 typical section
    - Eliminate 4 plan sheets
    - Eliminate 4 profile sheets
    - Eliminate intersection layout
    - Eliminate one cross section pattern sheet
    - Eliminate 64 cross sections
    - Eliminate 2 utility adjustment sheets
- Add scope for additional 0.25 miles of ramp design.
    - Original scope included 0.63 miles of ramps but actual length is 0.88 miles of ramps.
- Add scope for additional profile sheets needed for complete coverage of project limits
    - Original scope for final design includes 5 sheets for ramps. Actual need is 8 sheets. Add scope for 3 additional sheets.
    - Original scope for 30% full interchange design includes 20 for SR 534 and zero for ramps. Actual need is 21 along SR 534 and 19 for ramps. Add scope for 20 additional profile sheets.
- Extend limits of 30% design of SR 534 to east end of Eagle Creek owned property.
    - Original scope includes 24 plan sheets along SR 534. Updated plan sheet count is 24. Add scope for 4 additional plan sheets.

- Original scope includes 2.55 miles of SR 534 cross sections. Extended scope is 2.77miles. Add 0.22 miles of cross sections (approximately 12).

Drainage

The following summarizes the modifications to the drainage design and plans to address these changes in scope:

- Remove improvements to Clapp Simms Duda Road.
- Add improvements to Narcoossee Road south of SR 534 to Boggy Creek Road.
- Provide 15 pond siting and sizing alternatives analyses for Ponds 1A, 6A, and 6B.
- Design Pond 6B (Pond S-5) in Eagle Creek Village and include in the PER.

Structures

The following summarizes the modifications to structures design and plans to address the changes:

- Add scope for additional analysis and design plans to account for varying bridge width due to the westbound on-ramp taper including:
  - Pier sheets
  - Pier designs
  - Pier stability analysis
  - Typical sections and superstructure sections
  - Prestressed beam designs
  - Prestressed beam schedule sheets
  - Framing plans
  - Load ratings
- Evaluate viability of 3-span continuous steel box girders for CR 15 bridge.

Signing and Pavement Marking Plans

The following summarizes the modifications to signing design and plans to address the changes:

- Remove scope for the design of the Clapp Simms Duda Road realignment. De-scope includes:
  - Eliminating 0.6 miles of signing and pavement marking design
  - Eliminating four plan sheets and associate quantities.

Signalization

The following summarizes the modifications to signalization design and plans to address the changes:

- Remove scope associate with Clapp Simms Duda Road realignment

Design Survey (3D DTM, SUE, Drainage and Geotech)

The following summarizes the modifications to the design survey scope.

- De-scope Diocese of Orlando lands
- Add scope:
    - 8 Residential Lots
    - Additional Eagle Creek Area
        - Extend to east to end of conservation area
        - Added area for future pond (including existing pavement, curbing, structures, drainage)
    - Additional along Narcoossee R/W on OUC
    - Survey wetland and surface water limits

Right-of-Way Mapping

The following summarizes the modifications to the right-of-way mapping scope.

- De-scope Diocese of Orlando lands
- Add Scope
    - OUC Parcel 32-24-31-0000-00-008
    - 8 Residential Properties
        - Masoodi Nazish 32-24-31-0000-00-007
        - Masoodi Nazish 32-24-31-0000-00-017
        - Masoodi Nazish 32-24-31-0000-00-009
        - Masoodi Nazish 32-24-31-0000-00-018
        - Masoodi Nazish 32-24-31-0000-00-019
        - Rivera Diaz Trust 32-24-31-0000-00-016
        - Raymond A Jackson 32-24-31-0000-00-021
        - Kirl Investments 32-24-31-0000-00-020

Geotechnical

The following summarizes the modifications to the geotechnical scope.

- Develop Detailed Boring Location Plan – Review revised design documents and develop Geotechnical boring location plan
    - GEC will need 12 more bridge borings than what was negotiated. During negotiations change to steel modified borings to 23/bridge. During negotiations, changed back to concrete but didn't update number of borings. Need 29/bridge for an increase of 12 more borings.
    - Borings scoped during original negotiations were to a depth of 175'. Based on borings performed for BCM, all original scoped boring depths need to be deepened to 200'
- Perform Subsurface Investigation
    - Perform 12 200-foot deep SPT borings for bridge foundations
- Perform Laboratory Testing Associated with Supplemental Borings
- Include Geotechnical Data and Recommendations in Report Documents.

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AGREEMENT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

AND

RS&H, INC.

DESIGN CONSULTANT SERVICES FOR
SR 534 SEGMENT 3 - EAST OF JIM BRANCH CREEK
TO CR 15 (NARCOOSSEE ROAD)

PROJECT 534-243, CONTRACT NO. 001921

CONTRACT DATE: DECEMBER 08, 2022
CONTRACT AMOUNT: $9,200,000.00

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

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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 534 SEGMENT 3 - EAST OF JIM BRANCH CREEK
TO CR 15 (NARCOOSSEE ROAD)
PROJECT 534-243

DESIGN SERVICES

CONTRACT NO. 001921

DECEMBER 2022

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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Project No. 534-243
Contract No. 001921

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 RS&H, 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 301 East Pine Street, Suite 350, Orlando, Florida 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 534 Segment 3 – East of Jim Branch Creek to CR15 (Narcoossee Road) identified as Project No. 534-243 and Contract No. 001921.

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

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

The work covered by this Agreement as described in **Exhibit "A,"** includes the preparation of construction plans for one construction project. If the work is divided into more than one construction

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project by CFX's Project Manager, then the CONSULTANT shall supply construction plans for each project. A Supplemental Agreement will be required for the additional work.

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

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

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

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

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

3.0. TERM OF AGREEMENT AND RENEWALS

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

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

4.0. PROJECT SCHEDULE

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

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

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

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

5.0. PROFESSIONAL STAFF

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

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

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The approved subconsultants are:

Base Consultants, Inc.	Class I
Brindley Pieters & Associates, Inc.	Class I
Colliers Engineering & Design, Inc.	Class I and Class II
EAC Consulting, Inc.	Class I
Geotechnical and Environmental Consultants, Inc.	Class II
Nadic Engineering Services, Inc.	Class II
Stanley Consultants, Inc.	Class I
Terracon Consultants, Inc.	Class II
WBQ Design & Engineering, Inc.	Class I and Class II

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

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

6.0. COMPENSATION

CFX agrees to pay the CONSULTANT compensation as detailed in **Exhibit "B"**, Method of Compensation, attached hereto and made a part hereof, in the not-to-exceed amount of $9,200,000.00 for the initial five-year term of this Agreement. Bills for fees or other compensation for services or expenses shall be submitted to CFX in detail sufficient for a proper pre-audit and post audit thereof.

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

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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. However, any use on extensions of this project or reuse or modifications of such documents without CONSULTANT's written approval shall be at CFX's sole risk and without liability to CONSULTANT. The CONSULTANT's approval shall not be unreasonably withheld, conditioned or delayed. Electronic deliverable, such as CADD or BIM files, are provide for informational purposes only and are not intended to be used by CFX or others for any purpose, including construction or installation. 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 301 East Pine Street, Suite 350, Orlando, Florida 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.

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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.

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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

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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.

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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

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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

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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.

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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, except Professional liability and Workers Compensation/Employer's Liability 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

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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

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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

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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

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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.

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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: RS&H, Inc.
301 East Pine Street, Suite 350
Orlando, Florida 32801
Attn: Renato Gonzalez, PE – Project Manager

RS&H, Inc.
301 East Pine Street, Suite 350
Orlando, Florida 32801
Attn: Jesse Forst, 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.

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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

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Exhibit “F”, Project Schedule
Exhibit “G”, Potential Conflict Disclosure Form

[SIGNATURES TO FOLLOW]

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Project No. 534-243
Contract No. 001921

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.

RS&H, INC.

BY: DocuSigned by: Lisa Robert 7B9D37EA572F487...
Authorized Signature

Print Name: Lisa Robert

Title: Chief Operating Officer

ATTEST: _____ (Seal)
Secretary or Notary

RS&H, INC. CORPORATE SEAL 1989 FLORIDA

Approved as to form and execution, only.

Laura Newlin Kelly Digitally signed by Laura Newlin Kelly Date: 2023.01.06 12:10:57 -05'00'

General Counsel for CFX

Print Name: Diego "Woody" Rodriguez

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: Aneth Williams Digitally signed by Aneth Williams Date: 2023.01.06 13:12:02 -05'00'
Director of Procurement

Print Name: _____

Effective Date: _____

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EXHIBIT A

SCOPE OF SERVICES

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LSK
11/18/2022

Exhibit A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

FOR

SR 534 Segment 3 – East of Jim Branch Creek to CR 15

PROJECT NO. 534-243

IN ORANGE COUNTY, FLORIDA

November 16, 2022

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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 SR 534 Segment 3 - from east of Jim Branch Creek to CR 15 (Narcoossee Road). Specifically, the project will consist of constructing 2.2 miles of a new four-lane limited access highway with 2 bridges over local roads and a third bridge (approximately 3,200 feet) over an existing borrow pit pond. The project will also include redesigning CR 15 from north of Foley Beach Drive to CR 530.

The redesign of CR 15 shall accommodate a signalized interchange with the mainline eastbound off-ramp and westbound on-ramp. The redesign shall also include a relocated connection to Clapp Simms Duda Road east of CR 15.

In addition to the 3 bridges to be constructed, 30% bridge plans shall be developed for SR 534 over CR 15 for a potential future connection. The plans shall show the vertical clearance, horizontal alignment and future ramp connections on the east side of CR 15.

Additional elements include surveying, drainage evaluation and design, permitting, lighting, signing and pavement markings, signalization, ITS (fiber optic network), maintenance of traffic, utility design and coordination, geotechnical analysis, scheduling and project control, progress reporting and other tasks and associated activities. Close coordination with the City of Orlando, Tavistock Development Company, Orange County, Osceola County, and OUC will be required.

1.3 Purpose

A. The purpose of this Exhibit is to describe the scope of work and responsibilities required in connection with Final Engineering and Final Construction Drawings and Documents for the proposed SR 534 east of Jim Branch Creek to CR 15.

B. The Consultant shall perform those engineering services as required for final roadway/drainage plans, final bridge plans, final lighting plans, final traffic control plans, final utility plans, final ITS (fiber optic network) plans, , final signalization plans, final signing and pavement marking plans and preparation of a complete environmental resource application (or permit modification) including 100% storm water management.

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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 twenty-four (24) 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.

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2.0 STANDARDS

A. The applicable design and construction standards and policies of the Florida Department of Transportation, Federal Highway Administration (FHWA), American Association of State Highway and Transportation Officials (AASHTO), Transportation Research Board (TRB), Standard Building Code, CFX Design Guidelines, CFX Signing and Pavement Marking Details, CFX Signal Design Details, CFX Lighting Design Details and CFX ITS Design Details shall be followed throughout the design and construction of the project unless specifically stated otherwise. The editions of the applicable standards and policies in effect at the time of Contract execution shall be used except as follows:

1. Division II, Construction Details, and Division III, Materials, of the FDOT Standard Specifications for Road and Bridge Construction, 2022 edition, and updates thereafter, shall be used for this project.

2. The FDOT Standard Plans, latest edition and subsequent interim indexes and updates, shall be used for this project.

3. The FDOT Design Manual (FDM), latest edition, shall be used for this project.

4. The FDOT Basis of Estimates (BOE) Manual, latest edition, shall be used for this project.

5. The AASHTO Policy on Geometric Design of Highway and Streets (Green Book), 2011 edition, shall be used for this project.

6. The FHWA Manual on Uniform Traffic Control Devices (MUTCD), 2009 edition, as amended, shall be used for this project.

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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. minimum, fifteen (15) ft. preferred from back of walls or limit of construction.

B. Two (2) ft. from back of sidewalk on frontage roads.

C. Drainage and construction easements as required.

D. Limited access right-of-way limits per FDM Section 211.15.

E. Right of way limits for ramps is based upon limit of construction plus 10 feet.

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4.0 WORK PERFORMED BY CONSULTANT

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

4.1 Design Features

A. The work required for this project includes preparation of final construction drawings and specifications as well as the preparation of a complete environmental resource application.

B. Major elements of the work include the following:

The services will include final design and preparation of construction drawings / specifications for the proposed SR 534 Segment 3 - from east of Jim Branch Creek to CR 15 (Narcoossee Road). Specifically, the project will consist of constructing 2.2 miles of a new four-lane limited access highway with 2 bridges over local roads and a third bridge (approximately 3,200 feet) over an existing borrow pit pond. The project will also include redesigning CR 15 from north of Foley Beach Drive to CR 530.

The redesign of CR 15 shall accommodate a signalized interchange with the mainline eastbound off-ramp and westbound on-ramp. The redesign shall also include a relocated connection to Clapp Simms Duda Road east of CR 15.

In addition to the 3 bridges to be constructed, 30% bridge plans shall be developed for SR 534 over CR 15 for a potential future connection. The plans shall show the vertical clearance, horizontal alignment and future ramp connections on the east side of CR 15.

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, Tavistock Development Company, Orange County, Osceola County, and OUC will be required.

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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, Osceola County, City of Orlando, Tavistock Development Company, GOAA, FDEP, 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

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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-foot intervals.

4. Meet with CFX's Project Manager to discuss methods for determining alignments prior to staking.

C. Reference Points

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

2. Show obstructions where alternate references are set.

D. Bench Levels

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

E. Topography

1. Planimetric mapping and a digital terrain model (DTM), suitable for 1"=50' display scale shall be conducted by the Consultant.

2. The Consultant will obtain existing pavement elevations and cross-slopes along the inside travel lane and outside travel lane every 100 feet.

3. Additional topographic and DTM surveys, as needed for the project design, are the responsibility of the Consultant. These may include existing water bodies and pavement elevations.

F. Drainage Survey

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

G. Underground Utilities

Locate all underground utilities, horizontally and vertically as flagged by respective utility companies or a qualified utility marking consultant.

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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 if applicable. Once the FON/ITS lines are flagged, the Consultant shall survey the located FON/ITS locations in the field. The survey data collected will be included in the 30% plans submittal package.

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

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

4.5 Geotechnical Investigation

A. The Consultant shall perform a geotechnical investigation of the project in accordance with the requirements of CFX.

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B. Investigations shall be performed with minimal disruption of the normal traffic flow for the project. Field personnel shall use safety devices such as warning signs, traffic cones, warning lights, and safety vests at all times, according to CFX requirements. The Consultant shall adhere to all traffic control requirements when taking samples on existing roadways. A traffic control plan and permit may be required. Any advanced warning signs required when crews are working on CFX system shall be made with 3M Scotchlite Diamond Grade Fluorescent orange roll up sign sheeting.

C. The work includes, but is not limited to, identifying roadway structural section requirements, LBR testing, design methods for the selected foundation, external stability evaluation at proprietary retaining walls, groundwater and estimated seasonal high groundwater level, , soil parameter to assist with pond design, pH and resistivity conditions requiring design considerations, soil shrinkage/swell characteristics, slope stability and benching in embankment/excavation locations, recommendation for methods of rock excavation, potential imported borrow sites and availability of structural section materials, location and depths of unsuitable material (muck), and design alternatives based on geotechnical findings; design values for active, at rest, and passive soil pressures; allowable design loads or pressures for each foundation type, corrosion testing for structures and design of foundations for sign structures.

D. The results of the geotechnical investigation shall be contained in a Geotechnical Report which shall be submitted to CFX's Project Manager for approval. The geotechnical investigation shall include all necessary laboratory testing of materials.

E. Upon approval of the Geotechnical Report, the Consultant shall proceed with preparation of the pavement and foundation designs.

F. Boring profiles shall be included on cross-section sheets in the contract plans and include the boring number, station, offset, soil legend, observed water table, design high water elevation and geotechnical consultant's address. A boring number and target symbol shall be shown at the appropriate location on the roadway and bridge plans.

G. Roadway core samples shall be taken to determine the existing pavement section. The Consultant shall submit a plan to CFX for location approval.

4.6 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.

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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 CR 15 and any other 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.

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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 all drainage calculations, including pond routing nodal diagrams, for the project.

6. Assist CFX in responding to any requests for additional information made by regulatory agencies after the permit application is submitted.

7. Incorporate any changes required by changes in regulatory agency requirements during the course of the project. If this requires additional work by the Consultant a Supplemental Agreement will be prepared.

8. Prepare a list of adjacent landowners along with address and nine-digit zip code at all wetland encroachment sites.

9. Provide all permit application material in .pdf format.

10. The Consultant will provide dredge and fill sketches as required by the permitting agencies if applicable. Mitigation plans, if required, may be added as a Supplemental Agreement.

11. Determine extent of floodplain impacts, if any, and provide compensatory flood stages as required.

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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 (7) days in advance of meetings with utility companies/agencies scheduled to discuss utility relocations.

4. The preparation and negotiation of the agreement will be performed by CFX's Project Manager. After approval of the agreement by the utility and CFX, the Consultant shall prepare reproducible utility adjustment sheets identifying proposed relocations with respect to the construction plans.

5. The Consultant shall prepare a utility conflict matrix to assist in identifying and resolving conflicts between utilities and proposed construction prior to completion of the plans.

6. The Consultant shall obtain utility work schedules from the utility companies. This will include providing the utility owner with the required CFX Right-of-Entry form to submit a permit application to CFX and inform the utility that a CFX permit will be required with the utility work schedule prior to letting.

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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 534 mainline, interchange ramps, CR 15 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. This includes the 30% design over CR 15.

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 prepare 30% bridge plans for the future bridge over CR 15.

4.14 Drainage Design

A. As part of the drainage design requirements, the Consultant shall:

1. Coordinate impacts to existing CR 15 and other pond and treatment systems located within the vicinity of the proposed improvements.

2. Finalize the pond design at the 30% submittal for those ponds that will require acquisition of new right-of-way, if applicable.

3. Have its chief drainage engineer available at the scheduled (bi-

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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 roadway and ramp fixtures, overhead sign lighting and underdeck lighting. Lighting will be designed for SR 534, CR 15 and Boggy Creek Rd. within the project limits. Lighting is not planned for Clapp Simms Duda Road. The work shall include coordination with the local utility to provide electrical service.

B. If required, CFX will provide a cut sheet for the type of lighting fixtures to be used for this project.

C. Plan sheet scale shall be at 1"=50' scale.

4.16 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 a 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

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times.

2. The Consultant shall investigate the need for temporary traffic signals, signs, alternative detour roads, arrow boards, flagging operations, and the use of materials such as sheet pilings in the analysis. A certified designer who has completed the FDOT training course shall prepare the maintenance of traffic plan.

3. Traffic shall be maintained during all phases of project construction at all locations, including existing posted speed, lane widths and number of lanes unless otherwise determined by CFX and other governmental agencies. This includes meeting with the governmental agencies which may be impacted by the maintenance of traffic plans.

4.17 Signing and Pavement Marking Plans

A. Signal plans will be developed for signals at the ramp terminals at CR 15, and at the intersection of CR 15 and Boggy Creek Rd./Clapp Simms Duda Rd. 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 ramp terminals at CR 15, 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 Consultant 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

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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 Consultant shall determine the necessity for temporary construction easements and permanent drainage easements. If easements are required, the Consultant shall prepare right-of-way plans, legal descriptions and sketches for easements as indicated above.

C. Right-of-way maps 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 Consultant 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 Consultant 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

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1. The site construction plans shall be developed at a scale of 1"=50'. These plans shall include the relocation of all existing fiber optic ductbanks, cables, manholes, and pull boxes in areas where the existing locations conflict with construction and as necessary to relocate the FON into the new paved shoulder. The Consultant shall identify existing physical features and utilities that will impact the construction and installation of the equipment. The Consultant shall review and modify standard FON details as necessary.

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. N/A
   n. Controller cabinet, structure, and foundation details for proposed CFX device sites.
   o. 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.
      - Prepare short circuit current, selective coordination, and arc flash hazard assessment for each new service
   p. Grounding
   q. Tabulation of quantities
   r. Special notes

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s. Maintenance of fiber operations (protection of existing FON through all phases of construction and cutover phasing to ensure continuous operation of existing ITS devices).
t. All existing and proposed FON to be included and shown with roadway cross sections and drainage cross sections.
u. Avoid attaching ITS devices to bridges

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.

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.

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3. Standard CFX specifications will be provided to the Consultant. The Consultant shall review the specifications and modify them as necessary.

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 (5) working days of the trip.

F. The Consultant shall review and approve shop drawings for structural, lighting, signing, traffic signal elements, and toll plaza shop drawings. This work will include the erection procedure plans, review proposals for

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

G. The Consultant shall appoint a responsible member of the firm to be the contact person for all post-design services. The person should be continually available during the course of construction for review of design plans.

H. The Consultant shall make every reasonable effort to process any material presented for review in a prompt manner recognizing a construction contract is underway.

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

J. Approved design bridge load ratings were obtained by the Consultant under the final design phase of this contract. The Contractor shall be responsible for revising and resubmitting the load ratings if changes to the bridge design occur during construction. Otherwise, the Consultant shall provide written correspondence to FDOT when construction is complete that the bridges were constructed in accordance with the plans and the design load ratings still apply.

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

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

M. The Consultant shall prepare Record Drawings in electronic format following completion of the construction phase. CFX shall provide all As-Built drawings from the Contractor / CEI to the Consultant for their use in preparation of the Record Drawings. Record drawings shall be prepared in accordance with the CFX Design Guidelines.

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5.0 MATERIALS FURNISHED BY CFX OR ITS DESIGNEE

5.1 Record Documents

A. CFX will provide the Consultant, within ten (10) working days of a written request, the following items:

1. Available record drawings of existing conditions

2. Available right-of-way plans of existing conditions

3. Current list available to CFX of owners of all affected properties within the section.

4. Sample plans to be used as guidelines for format, organization and content.

5. Title searches of all affected properties for use by the Consultant in the preparation of the right-of-way maps.

6. Contract unit prices from latest CFX construction projects.

7. Drawings for the SR 417 widening projects between International Drive and SR 528

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 CFX FON and roadway lighting within CFX right-of-way.

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6.0 WORK PERFORMED BY CFX OR ITS DESIGNEE

6.1 Right-of-Way Acquisition

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

6.2 Utility Agreements

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

6.3 Public Involvement

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

6.4 Contracts and Specifications Services

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

6.5 Post-Design Services

A. CFX will be the principal initial contact for post-design questions and answer questions on a limited scope.

B. CFX's CEI representative will be responsible for collection and documentation of all As-Built information for the constructed improvements.

6.6 Environmental Permits

A. CFX will review and submit the environmental permit applications and coordinate with the Consultant on requests for additional information from the regulatory agencies.

B. CFX will stake wetland lines and coordinate agency site visits. CFX will also prepare the wetland and wildlife analysis and documentation for the permits.

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6.7 Conceptual Specialty Design

A. CFX will provide a conceptual major guide signing plan.

B. CFX will provide proposed sound wall locations, if applicable.

C. CFX will provide conceptual aesthetics design and treatments for structures.

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7.0 ADMINISTRATION

7.1 Central Florida Expressway Authority

A. CFX's Project Manager will administer the Consultant services detailed in this scope.

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

7.2 CFX's Project Manager will:

A. Conduct ongoing reviews of the Consultant's progress in performing the work and furnish technical comments in a timely manner.

B. Review the Consultant's billings.

C. Review and evaluate the Consultant's requests for extension of time and Supplemental Agreements and recommend appropriate action.

D. Review all correspondence with public agencies prior to the Consultant's mailing of any correspondence except for requests for information.

E. Coordinate the distribution of public information.

F. Coordinate the data (including documentation of prior rights, cost estimates and plans) necessary for CFX to prepare and execute all utility and railroad agreements.

G. Conduct an introductory meeting to deliver relevant information and explain the administration process.

H. Review the Consultant's Quality Control program and the Consultant's conformance to the Quality Control Program.

I. Provide a focal point contact for all questions, requests, and submittals.

J. Provide a system to monitor the Consultant's schedule, progress and key milestone submittal dates.

7.3 Consultant

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

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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

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these meetings will be established by CFX. Two (2) working days prior to each progress meeting, the Consultant shall provide CFX's Project Manager with a draft copy of the Progress Report and a typed agenda for the meeting. The Consultant shall prepare typed meeting minutes and submit them to CFX's Project Manager within five (5) 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. The 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.

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7.10 Site Visit

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

7.11 Acceptability of the Work

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

7.12 Design Documentation

A. The Consultant shall submit any design notes, sketches, worksheets, and computations to document the design conclusions reached during the development of the construction contract documents to CFX for review.

B. The design notes and computations shall be recorded on computation sheets, appropriately titled, numbered, dated, indexed and signed by the designer and checker.

C. Electronic (PDF Format) copies of the design notes and computations shall be submitted to CFX with each review submittal. When the plans are submitted for 90% review, the design notes and computations corrected for any CFX comments shall be resubmitted. At the project completion (bid set), one (1) hard copy of the final set of the design notes and computations, sealed by a Professional Engineer, registered in the State of Florida, shall be submitted with the record set of plans and tracings.

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

1. Field survey notes and computations.

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2. Design criteria used for the project.

3. Geometric design calculations for horizontal alignment.

4. Vertical geometry calculations.

5. Right-of-way calculations.

6. Drainage computations.

7. Structural design calculations.

8. Geotechnical report.

9. Hydraulics Report for each bridged stream crossing.

10. Earthwork calculations not included in the summary of quantities sheet or cross sections.

11. Calculations showing cost comparisons of various alternatives considered.

12. Calculations of quantities.

13. Documentation of decisions reached resulting from meetings, telephone conversations, emails or site visits.

14. Lighting and voltage drop calculations.

15. Lighting service letter from the power company stating the following: service voltage, type of service (overhead or underground), location of power company service point, and any other power company requirements.

7.13 Reviews and Submittals

A. Review and coordination of the Consultant's work by CFX shall continue through the project development process

B. Formal submittals for review shall be made to CFX when the plans have been developed to the following levels of completion:

1. Preliminary Engineering Memorandum (Electronic file (pdf) to the CFX and CFX GEC project managers and one (1) hard copy of memorandum to CFX project manager)

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2. 30% Roadway Plans (Electronic file (pdf) to the CFX and CFX GEC project managers)

3. 30% Bridge and Structural Plans (Electronic file (pdf) to the CFX and CFX GEC project managers)

4. 60% Roadway Plans, Geotechnical Report (Electronic file (pdf) to the CFX and CFX GEC project managers)

5. 60% Bridge Plans required only on Category 2 bridges (Electronic file (pdf) to the CFX and CFX GEC project managers).

6. 90% Bridge and Structural Plans (Electronic file (pdf) to the CFX and CFX GEC project managers)

7. 90% Roadway and specifications (Electronic file (pdf) to the CFX and CFX GEC project managers)

8. 100% Roadway, Bridge and specifications, Geotechnical Report (Electronic file (pdf) to the CFX and CFX GEC project managers)

9. Pre-Bid Plans (Electronic file (pdf) to the CFX and CFX GEC project managers)

10. Bid Set (1 set signed and sealed plans, 1 set "clean" plans, 1 set signed and sealed reports and electronic files (pdf) of all plans and reports to the CFX and CFX GEC project managers)

C. Preparation and distribution of roadway plans and right-of-way maps to other than CFX or CFX GEC will not be made until approved by CFX.

D. The format of review submittal plans shall conform to the FDOT Design Manual (FDM), except as amended by CFX.

E. Due to the compact schedule of the design, review and construction process, any modification to the agreed submittal dates will require a letter from the Consultant to CFX giving:

1. The reason for the delay.

2. The design components impacted.

3. Proposed methods to maintain submittal dates.

F. The Consultant shall submit all CADD files, including GEOPAK files, used in the preparation of the plans and right-of-way mapping with the final submittal.

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G. The Consultant shall submit files pertaining to the design survey.

1. Plan sheets showing the primary control points provided by the CFX and as verified by the survey consultant and the horizontal / vertical control points established by the survey consultant during the control survey phase of the project. These points shall be spaced approximately every 1000' along the corridor and at major side streets. Additional control points used strictly for LIDAR and/or topographic data collection shall not be included within the plan set. Point accuracy and monumentation type shall be to the standards set forth in Chapter 5J-17, F.A.C. and the "Florida Department of Transportation Surveying and Mapping Handbook". Sheets should be prepared in accordance with Section 310 of the "Florida Department of Transportation Design Manual". These sheets are to be included in the Roadway Plan Set.

2. Reports showing the results of horizontal and vertical control network adjustments will be submitted to the CFX Project Manager through the Prime Consultant for review prior to final processing any subsequent Survey data. Horizontal secondary control point coordinates should originate within a closed traverse or from a GPS/GNSS network based on control provided by or approved by CFX GEC. Vertical secondary control point coordinates should originate within a closed differential level loop based on control provided by or approved by CFX GEC. All final coordinates for secondary control points must hold a Standard Deviation/Positional Uncertainty value proving that satisfactory locations were achieved.

3. Reports showing field check cross sections compared to point cloud and TIN.

4. A preliminary Surveyors Report in accordance with Chapter 5J-17, F.A.C. and with other standards required, covering all collected survey data and any subsequent deliverables will be submitted to the CFX Project Manager through the Prime Consultant for review prior to submitting the signed and sealed final Surveyors Report.

7.14 Plan Phase Submittals

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

CONSENT AGENDA ITEM
#9

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Supplier Management

DATE: January 22, 2026

SUBJECT: Approval of Agreement with Atlantic Ecological Services, LLC for Gopher Tortoise Relocation - SR 516 Lake/Orange Expressway

---

Board approval is requested for the Executive Director to enter into an agreement with Atlantic Ecological Services, LLC for a not-to-exceed amount of $440,000.00. This agreement is necessary to obtain the required Gopher Tortoise Relocation Permits through the Florida Fish and Wildlife Conservation Commission in advance of construction activity.

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

Reviewed by:

David Falk, P.E.
Director of Engineering

Glenn Pressimone, P.E.
Chief of Infrastructure

CONSENT AGENDA ITEM
#10

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*
Director of Supplier Management

DATE: January 21, 2026

SUBJECT: Approval of Supplemental Agreement No. 9 with G-A-I Consultants, Inc. for Design Consultant Services for Poinciana Parkway Extension - Segment 2 Project No. 538-235, Contract No. SCON-10000068

Board approval of Supplemental Agreement No. 9 with G-A-I Consultants, Inc. in the amount of $291,002.34 is requested. The original contract was for five years with five one-year renewals.

The work to be performed includes additional design services.

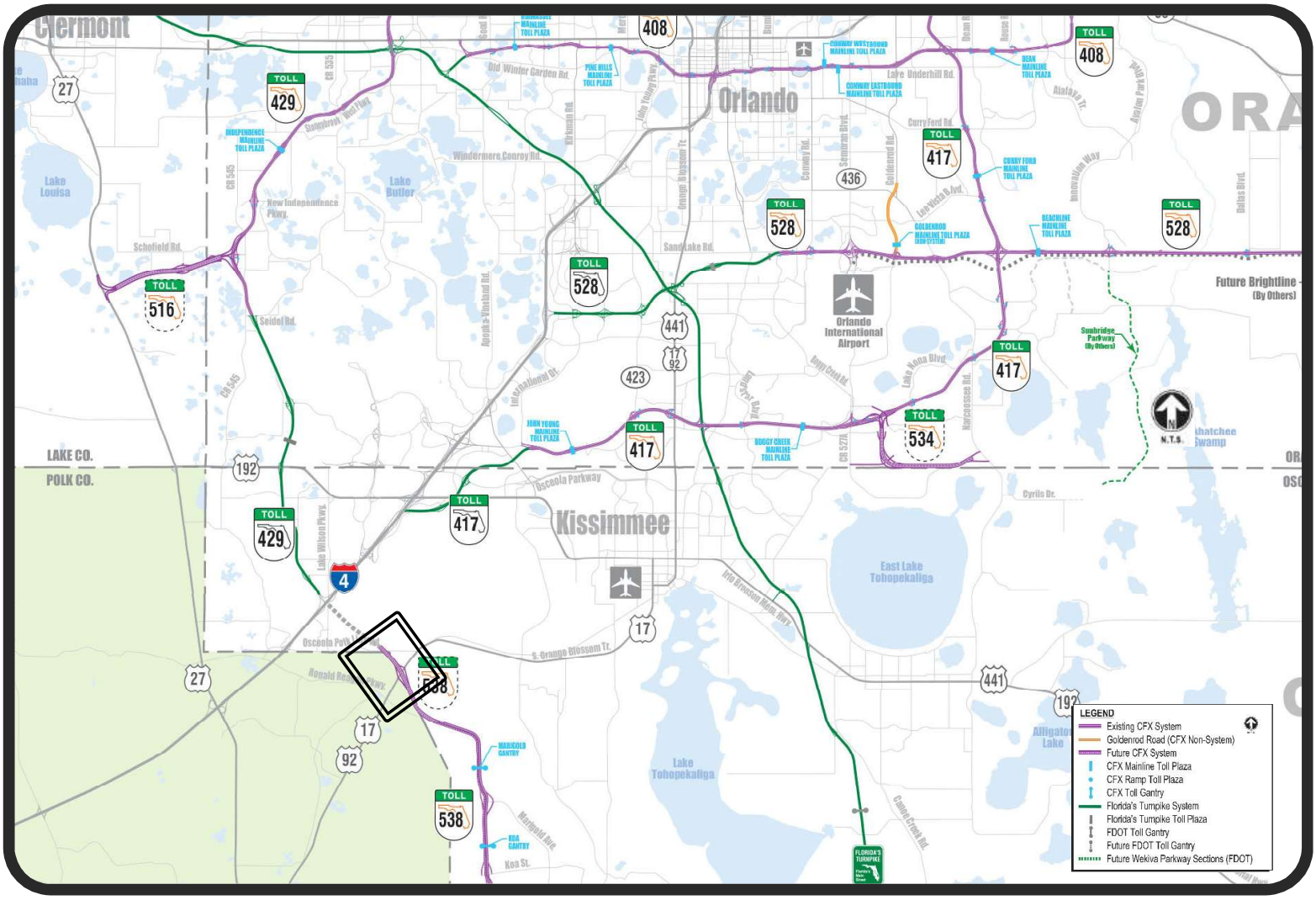
Original Contract	$ 6,200,000.00
Supplemental Agreement No. 1	$ 0.00
Supplemental Agreement No. 2	$ 181,312.90
Supplemental Agreement No. 3	$ 326,459.01
Supplemental Agreement No. 4	$ 124,837.80
Supplemental Agreement No. 5	$ 48,893.42
Supplemental Agreement No. 6	$ 9,188.80
Supplemental Agreement No. 7	$ 0.00
Supplemental Agreement No. 8	$ 38,464.65
Supplemental Agreement No. 9	$ 291,002.34
Total	$ 7,220,158.92

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



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

SUPPLEMENTAL AGREEMENT NO. 9
to
CONTRACT NO. SCON-10000068
between
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
and
G-A-I CONSULTANTS, INC.
regarding
Poinciana Parkway Extension Segment 2 – Design Services
(Project No.: 538-235)

THIS SUPPLEMENTAL AGREEMENT (**"Supplement"**) is made and entered into between **CENTRAL FLORIDA EXPRESSWAY AUTHORITY** (**"CFX"**) and **G-A-I CONSULTANTS, INC.** (**"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. Amendments. The agreement between the Parties identified as **Contract No. 001648** inclusive of any existing prior amendments, supplemental agreements, renewals, and/or extensions thereto (collectively, the **"Agreement"**) is hereby amended as follows:

(1) **Exhibit "A", Scope of Services,** of the Agreement is hereby amended to include the additional services outlined in Consultant's letter to CFX, dated January 12, 2026, which is included as part of **Attachment "1"** hereto. **Attachment "1"** is fully incorporated herein by reference.

(2) **Exhibit "B", Method of Compensation,** of the Agreement is hereby amended as follows:

a. The Salary Related Costs are adjusted upward by **$73,016.96** to **$4,247,028.78**.

b. The Subcontract Items are adjusted upward by **$217,985.38** to **$2,973,130.14** as follows:

1. TEDS **$45,992.49**
2. Tierra **$22,930.62**
3. WBQ **$56,376.40**
4. BPA **$14,011.41**
5. Bentley **$78,674.46**

c. The Allowance remains unchanged at **$0.00**.

d. The Total Maximum Limiting Amount is adjusted upward by **$291,002.34** to **$7,220,158.92**.

B. Effect on Agreement. All provisions of the Agreement not specifically modified herein shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplement and the Agreement, the provisions of this Supplement shall take

precedence.

C. 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.

D. 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.

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 sameby Board Action on February 12, 2026, and Consultant signing through its undersigned signatory, duly authorized to execute same.

G-A-I CONSULTANTS, INC.	**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**
By: Digitally signed by Stephen A Boylan Date: 2026.01.21 09:46:39 -05'00'	By:
Print Name: Stephen A. Boylan, PE	Print Name: Zulay Millan
Title: Vice President	Title: Director of Procurement
Date: January 21, 2026	Date:

ATTACHMENT "1"

Dewberry

MEMORANDUM

Date: January 13, 2026

To: David Falk, PE CFX Director of Engineering

From: Carnot W. Evans, PE CWE

Subject: Design Consultant Services - Contract 001648
CFX Project No. 538-235
SR 538 Poinciana Parkway Extension for CR 532 to US 17/92 (Segment 2)
Supplemental Agreement No. 9

Comments:

I have reviewed the fee sheet and scope of services submitted by GAI provided via email on January 12, 2026 for the SR 538 Poinciana Parkway Extension from CR 532 to US 17/92 (Segment 2) design project. This requested contract amendment is to provide additional design services for survey and mapping activities requested by CFX, relocation of toll gantries, and plans update that were not included in the original scope of services.

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

$ 73,016.96	Total Additional Fee for GAI as Prime
$ 217,985.38	Total Additional Subconsultant Fees
$ 291,002.34	Total Requested Additional Contract Amount

The total staff hours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this agreement in the amount of $291,002.34.

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

cc:

Keith Jackson, PE Dewberry
File

gai consultants

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

T 407.423.8398
F 407.843.1070

SA-9 to 001648
Project No.: 538-235

Date: January 12, 2026

Project: SR 538 Extension (Segment 2)

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

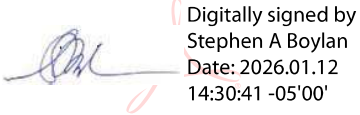
RE: SR 538 Extension (Segment 2) from CR 532 to US 17/92
Supplemental Agreement 9
CFX 538-235 (Contract No. 001648)

Dear Mr. Falk,

Enclosed you will find GAI's fee proposal for Supplemental Agreement 9 for the SR 538 Extension (Segment 2) project from CR 532 to US 17/92. This fee proposal includes additional work not included in the original design contract or following supplemental agreements, and includes but is not limited to additional efforts for field surveys and miscellaneous plan changes and updates.

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

Sincerely,
GAI Consultants, Inc.



Stephen A. Boylan, P.E.
Project Manager

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

Exhibit A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

FOR

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

Supplemental Agreement #9

PROJECT NO. 538-235

CONTRACT NO. 001648

IN OSCEOLA AND POLK COUNTIES, FLORIDA

January 12, 2026

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

a. The project schedule has been extended beyond the current end date of January of 2024. We anticipate extending this through Dec of 2026.
b. Review design and plans for all disciplines to determine if updates or changes are required based on changes to design standards since January 2024
c. Modify the design as required to remove the planned CR 532 ramp toll gantries and relocate them to the US 17/92 ramps
d. Provide field staking of utility corridors at the request of agencies to support clearing and advance utility relocations

WORK PERFORMED BY CONSULTANT

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

Task 4.4: Survey and Mapping

a. Field Staking of utility corridors (total length of field staking is 4 miles, at intervals of 50 or 100 feet dependent on task)
    a. Duke Energy 100’ wide corridor
    b. Pipeline Crossing area at L/A R/W
    c. SR 538 CL across pipeline at 1000’ intervals
    d. Duke, Kinder Morgan and FSC easements at 50’ intervals
b. Provide Sketch and description for Duke Easements

Task 4.5: Geotechnical

a. Geotechnical activities including borings for the relocation of the toll gantries.

Task 4.10: Utilities

a. Recontact utilities as required to clear location of new toll gantries

Task 4.11: Roadway Design

a. Review design for standards updates
b. Review of US 17/92 ramp geometry for suitability for toll gantries.
c. Update plan labeling, Summary of Pay Items and Summary of Quantities for toll grantry relocation.

Task 4.12: Structures Design

a. Review design and plans for standards updates
b. Coordination as required for relocating toll grantries.

Task 4.13: Drainage Design

a. 1 additional field review for change to toll location

b. Review design and plans for standards changes.

Task 4.14: Roadway Lighting

a. Review of plans for design standards update
b. Update LDAR to current CFX standards
c. Update design and plans for toll gantry location change.

Task 4.16: Signing and Pavement Marking Plans

a. Review design and plans for standards changes.
b. Update design and plans for toll gantry relocation

Task 4.23: Intelligent Transportation Systems (ITS)

a. Review for design standards changes
b. ITS design and plans revisions for relocating toll gantries

Task 4.24: Toll Gantry and Cabinets

a. Design and plans preparation for relocating toll gantries to US 17/92 ramps.

Task 7.3: Consultant

a. Extend contract by 12 months. Includes increase in contract maintenance and project manager meetings. Previous contract maintenance ended in January 2024, however the project was primarily dormant for the majority of 2025, the extension to contract time and meetings represents efforts for the next 12 months.

SUPPLEMENTAL AGREEMENT NO. 8
to
CONTRACT NO. 001648
between
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
and
G-A-I CONSULTANTS, INC.
regarding
Poinciana Parkway Extension Segment 2 – Design Services
(Project No.: 538-235)

THIS SUPPLEMENTAL AGREEMENT (**"Supplement"**) is made and entered into between **CENTRAL FLORIDA EXPRESSWAY AUTHORITY** (**"CFX"**) and **G-A-I CONSULTANTS, INC.** (**"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. Amendments. The agreement between the Parties identified as **Contract No. 001648** inclusive of any existing prior amendments, supplemental agreements, renewals, and/or extensions thereto (collectively, the **"Agreement"**) is hereby amended as follows:

(1) **Exhibit "A", Scope of Services,** of the Agreement is hereby amended to include the additional services outlined in Consultant's letter to CFX, dated July 20, 2025, which is included as part of **Attachment "1"** hereto. **Attachment "1"** is fully incorporated herein by reference.

(2) **Exhibit "B", Method of Compensation,** of the Agreement is hereby amended as follows:

a. The Salary Related Costs remains unchanged at **$4,174,011.82**.

b. The Subcontract Items are adjusted upward by **$38,464.65** to **$2,755,144.76** as follows:

1. WBQ **$38,464.65**

c. The Allowance remains unchanged at **$0.00**.

d. The Total Maximum Limiting Amount is adjusted upward by **$38,464.65** to **$6,929,156.58**.

B. Effect on Agreement. All provisions of the Agreement not specifically modified herein shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplement and the Agreement, the provisions of this Supplement shall take precedence.

C. 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.

D. **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.

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 December 11, 2025, and Consultant signing through its undersigned signatory, duly authorized to execute same.

G-A-I CONSULTANTS, INC.

By: Digitally signed by Stephen A Boylan Date: 2025.11.11 09:28:54 -05'00'

Print Name: Stephen A. Boylan, PE

Title: Vice President

Date: October 11, 2025

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams

Print Name: Aneth Williams

Title: Director of Procurement

Date: 12/12/2025

ATTACHMENT "1"

Dewberry

MEMORANDUM

Date: August 4, 2025

To: David Falk, PE CFX Director of Engineering

From: Carnot W. Evans, PE

Subject: Design Consultant Services - Contract 001648
CFX Project No. 538-235
SR 538 Poinciana Parkway Extension for CR 532 to US 17/92 (Segment 2)
Supplemental Agreement No. 8

Comments:

I have reviewed the fee sheet and scope of services submitted by GAI provided via email on July 20, 2025 for the SR 538 Poinciana Parkway Extension from CR 532 to US 17/92 (Segment 2) design project. This requested contract amendment is to provide additional design services for survey and mapping activities requested by CFX that were not included in the original scope of services.

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

$	0.00	Total Additional Fee for GAI as Prime
$	38,464.65	Total Additional Subconsultant Fees
$	38,464.65	Total Requested Additional Contract Amount

The total staff hours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this agreement in the amount of $38,464.65.

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

cc:

Keith Jackson, PE Dewberry
File

gai consultants

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

T 407.423.8398
F 407.843.1070

Date: July 20, 2025

Project: SR 538 Extension (Segment 2)

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

RE: SR 538 Extension (Segment 2) from CR 532 to US 17/92 Request for SA 8
CFX 538-235 (Contract No. 001648)

Dear Mr. Falk,

Enclosed you will find a request for SA 8 on the above referenced project.

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

Sincerely,
GAI Consultants, Inc.

Steve Boylan, P.E.
Project Manager

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

Exhibit A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

FOR

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

Supplemental Agreement #8

PROJECT NO. 538-235

CONTRACT NO. 001648

IN OSCEOLA AND POLK COUNTIES, FLORIDA

July 20, 2025

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

a. Additional SOD's for 20' Access Road Easement and Parcel remainders, including:
    i. SOD of 20' wide easement as it begins south of CR 532 and traverses through Parcels 53-229B, 53-222, 53-220, 53-219, 53-221, 53-217 and 53-223 where it ties into the existing access drive.
    ii. Six (6) SOD's of the remainder for each of the following parcels: 53-222, 53-220, 53-219, 53-221, 53-217 and 53-223.
b. Revise the aerial rights easement parcels to reflect just the areas for the three bridges, plus 5 feet on each side of the bridges.
    i. Revise CSXT SOD as Directed 854, 814A, 814B, 814C
c. Stake Utility Corridor
d. Meet/Coordinate with FDOT Moving I-4 Forward team. Project information share

WORK PERFORMED BY CONSULTANT

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

Tab 27 Design

a. Stake Utility Corridor as requested/directed. 100' Corridor N. of SR 532; 180' Corridor SR 532 south to SR 600 (US 192) at approx.250' intervals/as appropriate. Parcel 208 areas and additional 50' corridor area adjacent to mobile homes to SR 600 (limits and area for the Parcel 205 and additional 50' to be provided by CFX/Dewberry)
b. Coordination Meeting w/ FDOT Moving I-4 Forward team. Project information share package prep submittal

Tab 29 Mapping

a. Calculate 20' Road Easement across 229B, 222, 220, 219, 221, 217, 223.
b. Develop 20' Road Easement SOD across 229B, 222, 220, 219, 221, 217, 223. Develop Remainder SOD for 222, 220, 219, 221, 217, 223.
c. Develop 20' Road Easement Legal across 229B, 222, 220, 219, 221, 217, 223. Develop Remainder SOD for 222, 220, 219, 221, 217, 223
d. Calculate revised CSXT Air Rights Esmt SOD(s) as Directed 854, 814A, 814B, 814C
e. Revise/develop CSXT SOD as Directed 854, 814A, 814B, 814C
f. Revise/develop CSXT Legal as Directed 854, 814A, 814B, 814C
g. coordination calls/meetings as required

SEVENTH SUPPLEMENTAL AGREEMENT TO CONTRACT NO. 001648

between

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

and

G-A-I CONSULTANTS, INC.

regarding

Poinciana Parkway Extension – Segment 2 Design Services

THIS SEVENTH SUPPLEMENTAL AGREEMENT ("Seventh Supplement") is entered into by and between the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY,** a body politic and agency of the State of Florida, having its principal offices at 4974 ORL Tower Rd., Orlando, FL 32807 **("CFX"),** and **G-A-I CONSULTANTS, INC.,** a Foreign Profit Corporation, having its principal offices at 618 E. South Street, Suite 700, Orlando, FL 32801 **("CONSULTANT"),** for the purpose of renewing and amending Contract No. 001648 between the parties dated June 18, 2020. CFX and CONSULTANT each may be referred to as a **"Party"** or collectively as the **"Parties".**

RECITALS

A. On or about June 11, 2020, CFX and CONSULTANT entered into an Agreement for Professional Services, more specifically identified as Contract No. 001648, in which CONSULTANT agreed to provide professional design services for the following Project No. 538-235, entitled "Poinciana Parkway Extension Segment 2".

B. The Parties have thereafter made and entered into six Supplemental Agreements to Contract No. 001648 - dated July 16, 2021, March 10, 2022, December 8, 2022, December 14, 2023, May 9, 2024, and June 12, 2025, respectively - with each amending the underlying agreement to add additional se1vices thereto (Contract No. 001648 as amended by the six foregoing Supplemental Agreements shall hereinafter be referred to as the **"Original Agreement").**

C. In compliance with CFX's previous Procurement Policy, the term of the Original Agreement, as established in Section 3.0 thereof, entitled "TERM OF AGREEMENT AND RENEWALS", set forth a maximum initial term of five years with additional five one-year renewals to be made at CFX's option. Under such language, the initial term of the Original Agreement is set to expire on June 25, 2025 **("Initial Expiration Date").**

D. The foregoing notwithstanding, on December 12, 2025, the CFX Governing Board revised the CFX Procurement Policy. The relevant part of such revision is as follows:

"10.23.1 **Contract Terms**

* * *

(D) Project-specific Professional Services contracts ... shall have no term and instead shall be based on project schedules and continue in full force and effect until either the specific project for which the procurement was made has been satisfactorily completed by the Contractor or the contract is

terminated in compliance with the terms and conditions therein." *See,* Subsection 10.23.1(D), CFX Code.

E. Additionally, on or about May 13, 2024, the Governor signed Chapter 2024-184 into law, which in relevant part amended Section 787.06, Florida Statutes, regarding Human Trafficking, to include the following provision:

> "(13) When a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must provide the governmental entity with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of pe1jury attesting that the nongovernmental entity does not use coercion for labor or services as defined in this section." *See,* Section 787.06(13), Florida Statutes.

F. The Parties acknowledge, without either Party assigning or assuming any liability, responsibility, or blame therefor, that the services to be provided by the Consultant under the Original Agreement will not be satisfactorily completed by the Initial Expiration Date. Accordingly, CFX and Consultant hereby seek to amend the term of the Original Agreement in a manner consistent with Subsection 10.23.l(D), CFX Code.

G. The Parties additionally acknowledge that amending the Original Agreement's term will extend the agreement between the Parties, and that such extension therefore must comply with Section 787.06(13), Florida Statutes.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements set forth herein, and for other good and valuable consideration the sufficiency of which is hereby mutually acknowledged, the Parties hereby agree to incorporate the above recitals as a material part of the terms and conditions of this Agreement, and additionally agree as follows:

Section 1. Amendment to Term. Section 3.0 of the Original Agreement, entitled "TERM OF AGREEMENT AND RENEWALS", is hereby repealed and wholly replaced with the following:

> "3.0 TERM OF AGREEMENT
>
> 3.1 This Agreement shall become effective on the date it is has been fully executed by each Party hereto and shall remain in full force and effect until either:
> (1) all services and/or work to be provided by CONSULTANT hereunder, including any services and/or work subsequently added or amended by mutual written agreement of the Parties, have been completed to CFX's reasonable satisfaction; or (2) it is terminated in compliance with the terms and conditions herein.
>
> 3.2 CONSULTANT agrees to commence the scheduled project services to be rendered within ten (10) calendar days from the date specified in the written Notice to Proceed from the Project Manager, which Notice to Proceed will become part of this Agreement. CONSULTANT shall complete scheduled project services within the timeframe(s) specified in **Exhibit "A",** or as may be modified by subsequent Supplemental Agreement."

Section 2. Human Trafficking. In accordance with Section 787.06(13), Florida Statutes, when a contract is executed, renewed, or extended between a nongovernmental entity and CFX, the nongovernmental entity must provide CFX with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of pe1jury attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes. Such affidavit is hereto attached as **CFX-220: Human Trafficking Affidavit.**

Section 3. **Full Force and Effect; Conflicts.** This Seventh Supplement shall become effective on the date on which it has been fully executed by each Party hereto. All provisions of the Original Agreement not expressly modified by this Seventh Supplement are reaffirmed by the Parties and shall remain **in** full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Seventh Supplement and the Original Agreement, the provisions of this Seventh Supplement shall take precedence.

Section 4. Counterpart and Electronic Signatures. This Seventh Supplement may be executed in multiple counterparts, including each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement. Each party hereby agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have made and executed this Supplemental No. 7: Central Florida Expressway authority signing by and through its Director of Procurement, authorized to execute same by the CFX Governing Board and G-A-I Consultants, Inc. signing through tis undersigned signatory, duly authorized to execute same.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams Date: 8/11/2025

Print Name: Aneth Williams Title: Director of Procurement

G-A-I CONSULTANTS, INC.

By: Kevin R. Leadbetter Digitally signed by Kevin R. Leadbetter DN: E=k.leadbetter@gaiconsultants.com, CN=Kevin R. Leadbetter Date: 2025.06.18 10:17:03-04'00' Date: 6/18/25

Print Name: Kevin Leadbetter Title: CEO

Project 538-235
Contract 001648

SUPPLEMENTAL AGREEMENT NO. 6
TO AGREEMENT FOR PROFESSIONAL SERVICES FINAL DESIGN
Poinciana Parkway Extension Segment 2

THIS SUPPLEMENTAL AGREEMENT NO. 6 ("Supplemental Agreement") is made and entered into by and between the Central Florida Expressway Authority, a corporate body and agency of the State of Florida, ("CFX"), and G-A-I Consultants, Inc., a Pennsylvania corporation, authorized to conduct business in Florida, ("Consultant"). CFX and Consultant may be referred to herein as the "Party" or collectively as the "Parties".

A. On June 11, 2020, CFX and Consultant executed an agreement for Professional Services, Final Design, as amended or supplemented by Supplemental Agreement No. 1 dated July 16, 2021, Supplemental Agreement No. 2 dated March 10, 2022, Supplemental Agreement No. 3 dated December 8, 2022, Supplemental Agreement No. 4 dated December 14, 2023, and Supplemental Agreement No. 5 dated May 9, 2024 (collectively, "Agreement").

B. CFX desires to amend the Agreement to add services to the Scope of Services.

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

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

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

2. Exhibit “A”, Scope of Services of the Agreement is hereby amended to include the additional services as outlined in the Consultant’s April 27, 2025, letter to CFX, which is attached hereto as Exhibit “A” and incorporated herein by reference.

3. Exhibit "B” Method of Compensation of the Agreement is hereby amended as follows:

   a. The Salary Related Costs remains unchanged at $4,174,011.82.

   b. The Direct Expenses - Lump Sum (Prime) remains unchanged at $0.00.

   c. The Subcontract Items are adjusted upward by $9,188.80 to $2,716,680.11 as follows:

      - WBQ $9,188.80

   d. The Allowance remains unchanged at $0.00.

   e. The Total Maximum Limiting Amount is adjusted upward by $9,188.80 to $6,890,691.93.

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

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

6. **Entire Agreement.** This Supplemental Agreement, and any documents incorporated, referenced, or attached hereto, contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and/or warranties, whether oral or written, of either of the Parties.

7. **Effective Date.** This Supplemental Agreement shall be effective as of the latest day of execution.

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have made and executed this Supplemental No. 6: Central Florida Expressway Authority, signing by and through its Director of Procurement, authorized to execute same by the CFX Governing Board and G-A-I Consultants, Inc. signing through its undersigned signatory, duly authorized to execute same.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams Date: 5/21/2025

Print Name: Aneth Williams Title: Director of Procurement

G-A-I Consultants, Inc.

By: Digitally signed by Stephen A Boylan Date: 2025.05.21 11:16:55 -04'00' Date: May 21, 2025

Print Name: Stephen A. Boylan, PE Title: Vice President

Reviewed and approved as to form for exclusive reliance by CFX.

By: Date: 05/19/2025

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

EXHIBIT “A”

Dewberry

MEMORANDUM

Date: April 28, 2025

To: David Falk, PE CFX Director of Engineering

From: Carnot W. Evans, PE

Subject: Design Consultant Services - Contract 001648
CFX Project No. 538-235
SR 538 Poinciana Parkway Extension for CR 532 to US 17/92 (Segment 2)
Supplemental Agreement No. 6

Comments:

I have reviewed the fee sheet and scope of services submitted by GAI provided via email on April 27, 2025 for the SR 538 Poinciana Parkway Extension from CR 532 to US 17/92 (Segment 2) design project. This requested contract amendment is to provide additional design services for mapping activities requested by CFX that were not included in the original scope of services.

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

$	0.00	Total Additional Fee for GAI as Prime
$	9,188.80	Total Additional Subconsultant Fees
$	9,188.80	Total Requested Additional Contract Amount

The total staff hours for each task are reasonable and acceptable, and the man hour rates are consistent with their contract; therefore, I recommend approval of this agreement in the amount of $9,188.80.

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

cc:

Keith Jackson, PE Dewberry
File

gai consultants

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

T 407.423.8398
F 407.843.1070

Date: April 27, 2025

Project: SR 538 Extension (Segment 2)

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

RE: SR 538 Extension (Segment 2) from CR 532 to US 17/92
Request for SA 6
CFX 538-235 (Contract No. 001648)

Dear Mr. Falk,

Enclosed you will find a request for SA 6 on the above referenced project.

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

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

Sincerely,
GAI Consultants, Inc.



Steve Boylan, P.E.
Project Manager

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

Exhibit A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

FOR

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

Supplemental Agreement #6

PROJECT NO. 538-235

CONTRACT NO. 001648

IN OSCEOLA AND POLK COUNTIES, FLORIDA

April 27, 2025

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

a. SOD additions, including:
    - Remainders of 53-205, 53-119, 53-120, and 53-124 documented with SODs
    - The remainders of 53-119, 53-120, and 53-205 can use the remainders as you have previously demarcated on the S&S SODs for those parcels.
    - 53-124 will have an additional carve out for FDOT, but the remainder after that carve out would be what we need a SOD for.

WORK PERFORMED BY CONSULTANT

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

Tab 29: Mapping

a. Adjust proposed R/W requirements for 119, 120, 124, 205 for SFWMD remainder
b. Revise cover with revision dates
c. Revise sheet 4 for SFWMD SOD
d. Revise sheet 9, 13, 14, 15, TAB for SFWMD and FDOT SODs
e. Revise SOD 119, 120, 124, 205 for SFWMD remainder; New 124 SOD for FDOT carve out
f. Revise legal Description 119, 120, 124, 205 for SFWMD remainder; New 124 SOD for FDOT carve out
g. Coordination calls/meetings as required

Project 538-235
Contract 001648

SUPPLEMENTAL AGREEMENT NO. 5

TO

AGREEMENT FOR PROFESSIONAL SERVICES

FINAL DESIGN

Poinciana Parkway Extension Segment 2

THIS SUPPLEMENTAL AGREEMENT NO. 5 TO AGREEMENT FOR PROFESSIONAL SERVICES FINAL DESIGN ("Supplemental Agreement") is made and entered into this 9th day of May, 2024, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called "CFX", and the consulting firm of G-A-I CONSULTANTS, INC., a Pennsylvania corporation, hereinafter called the "CONSULTANT".

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

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

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

1. CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant's January 18, 2024 letter to CFX, which is attached hereto as Exhibit "A" and incorporated herein by reference ("Additional Services"). Exhibit "A" of the Agreement and the Scope of Services, as defined in the Agreement, shall be amended to include the Additional Services.
2. Exhibit "B" Method of Compensation of the Agreement is hereby amended as follows:
    a. The Salary Related Costs remains unchanged at $4,174,011.82.
    b. The Direct Expenses - Lump Sum (Prime) remains unchanged at $0.00.
    c. The Subcontract Items are adjusted upward by $48,893.42 to $2,707,491.31 as follows:
        - WBQ $48,893.42
    d. The Allowance remains unchanged at $0.00.
    e. The Total Maximum Limiting Amount is adjusted upward by $48,893.42 to $6,881,503.13.
3. All provisions of said Agreement, or any amendments or supplements thereto, not specifically modified herein, shall remain in full force and effect, the same as if they

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

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

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: _____

Print Name: Aneth Williams

Title: Director of Procurement

G-A-I CONSULTANTS, INC.

By: Kevin R. Leadbetter _____

Print Name: Kevin Leadbetter

Title: Sr. Vice President

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

By: Angela J. Wallace Digitally signed by Angela J. Wallace Date: 2024.05.20 10:00:07 -04'00' _____

Print Name: Angela J. Wallace

Title: General Counsel

Dewberry

MEMORANDUM

Date: March 13, 2024

To: Dana Chester, PE CFX Director of Engineering

From: Carnot W. Evans, PE

Subject: Design Consultant Services - Contract 001648
CFX Project No. 538-235 CWE
SR 538 Poinciana Parkway Extension for CR 532 to US 17/92 (Segment 2)
Supplemental Agreement No. 5

Comments:

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

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

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

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

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

cc:

Keith Jackson, PE Dewberry
File

gai consultants

Exhibit "A"

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

Contract No. 001648
T 407.423.8398
F 407.843.1070

Date: January 18, 2024

Project: SR 538 Extension (Segment 2)

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

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

Dear Mr. Chester,

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

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

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

Sincerely,
GAI Consultants, Inc.



Steve Boylan, P.E.
Project Manager

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

Exhibit A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

FOR

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

Supplemental Agreement #5

PROJECT NO. 538-235

CONTRACT NO. 001648

IN OSCEOLA AND POLK COUNTIES, FLORIDA

January 18, 2024

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

Mapping and Sketch/Descriptions for:

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

WORK PERFORMED BY CONSULTANT

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

Tab 27: Survey

- Miscellaneous parcel stakes and feature locations as requested.

Tab 29: Mapping

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

Project 538-235
Contract 001648

SUPPLEMENTAL AGREEMENT NO. 4

TO

AGREEMENT FOR PROFESSIONAL SERVICES

FINAL DESIGN

Poinciana Parkway Extension Segment 2

THIS SUPPLEMENTAL AGREEMENT NO. 4 TO AGREEMENT FOR PROFESSIONAL SERVICES FINAL DESIGN ("Supplemental Agreement") is made and entered into this 14th day of December, 2023, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called "CFX", and the consulting firm of G-A-I CONSULTANTS, INC., a Pennsylvania corporation, hereinafter called the "CONSULTANT".

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

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

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

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

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

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

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

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

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

CENTRAL FLORIDA

EXPRESSWAY AUTHORITY

By: _____

Print Name: Aneth Williams

Title: Director of Procurement

G-A-I CONSULTANTS, INC.

By: Kevin R. Leadbetter Digitally signed by Kevin R. Leadbetter DN: E=kleadbetter@gaiconsultants.com, CN=Kevin R. Leadbetter Date: 2023.12.14 11:39:22-05'00'

Print Name: Kevin Leadbetter

Title: Sr. Vice President

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

By: Laura Newlin Kelly 12.18.23

Print Name: Laura Newlin Kelly

Title: Associate General Counsel

Dewberry

MEMORANDUM

Date: October 16, 2023

To: Dana Chester, PE CFX Director of Engineering

From: Carnot W. Evans, PE

Subject: Design Consultant Services - Contract 001648
CFX Project No. 538-235
SR 538 Poinciana Parkway Extension for CR 532 to US 17/92 (Segment 2)
Supplemental Agreement No. 4

Comments:

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

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

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

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

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

cc:

Keith Jackson, PE Dewberry
File

Exhibit "A"

gai consultants

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

T 407.423.8398
F 407.843.1070

Project 538-235
Contract No. 001648

Date: October 14, 2023

Project: SR 538 Extension (Segment 2)

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

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

Dear Mr. Chester,

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

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

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

Sincerely,
GAI Consultants, Inc.



Steve Boylan, P.E.
Project Manager

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

Exhibit A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

FOR

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

Supplemental #4

PROJECT NO. 538-235

CONTRACT NO. 001648

IN OSCEOLA AND POLK COUNTIES, FLORIDA

October 14, 2023

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

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

WORK PERFORMED BY CONSULTANT

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

Tab 3: Project General Tasks

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

Tab 4 and 5: Roadway Analysis and Plans

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

Tab 6a and 6b: Drainage Analysis and Plans

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

Tab 23 and 24: Lighting Analysis and Plans

A. Lighting Analysis

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

B. Lighting Plans

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

Tab 29: Mapping

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

Tab 33 and 34: ITS Analysis and Plans

A. Intelligent Transportation System Analysis

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

B. Intelligent Transportation System Plans

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

Tab 35: Geotechnical

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

Project 538-235
Contract 001648

SUPPLEMENTAL AGREEMENT NO. 3

TO

AGREEMENT FOR PROFESSIONAL SERVICES

FINAL DESIGN

Poinciana Parkway Extension Segment 2

THIS SUPPLEMENTAL AGREEMENT NO. 3 TO AGREEMENT FOR PROFESSIONAL SERVICES FINAL DESIGN ("Supplemental Agreement") is made and entered into this 8th day of December, 2022, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called "CFX" and the consulting firm of G-A-I CONSULTANTS, INC., a Pennsylvania corporation, hereinafter called the "CONSULTANT".

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

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

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

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

1. CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant's October 20, 2022 letter to CFX, which is attached hereto as Exhibit "A" and incorporated herein by reference ("Additional Services"). Exhibit "A" of the Agreement and the Scope of Services, as defined in the Agreement, shall be amended to include the Additional Services.
2. Exhibit "B" of the Agreement is hereby amended as follows:
    a. The Salary Related Costs are adjusted upward by $245,793.97 to $4,054,586.97.
    b. The Direct Expenses - Lump Sum (Prime) remains unchanged at $0.00.
    c. The Subcontract Items are adjusted upward by $80,665.04 to $2,618,461.59 as follows:
        - TEDS $58,258.35
        - Bentley $22,406.69
    d. The Allowance remains unchanged at $34,723.35.
    e. The Total Maximum Limiting Amount is adjusted upward by $326,459.01 to $6,707,771.91.
3. All provisions of said Agreement, or any amendments or supplements thereto, not specifically modified, shall remain in full force and effect, the same as if they had

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

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

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Date: 2022.12.14 16:21:29 -05'00'
Aneth Williams, Director of Procurement

G-A-I CONSULTANTS, INC.

By: Kevin R. Leadbetter Digitally signed by Kevin R. Leadbetter DN: E=k.leadbetter@gaiconsultants.com, CN=Kevin R. Leadbetter Date: 2022.12.13 14:54:30-05'00'
Print Name: Kevin Leadbetter
Title: Sr. Vice President

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

By: Laura Newlin Kelly Digitally signed by Laura Newlin Kelly Date: 2022.12.14 09:41:04 -05'00'
Diego "Woody" Rodriguez
General Counsel

Dewberry

MEMORANDUM

Date: November 3, 2022

To: Dana Chester, PE CFX Director of Engineering

From: Carnot W. Evans, PE

Subject: Design Consultant Services - Contract 001648
CFX Project No. 538-235
SR 538 Poinciana Parkway Extension for CR 532 to US 17/92 (Segment 2)
Supplemental Agreement No. 3

Comments:

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

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

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

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

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

cc:

Keith Jackson, PE Dewberry
File

Exhibit "A"

Project No. 538-235
Contract No. 001648

gai consultants

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

T 407.423.8398
F 407.843.1070

Date: October 20, 2022

Project: SR 538 Extension (Segment 2)

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

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

Dear Mr. Chester,

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

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

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

Sincerely,
GAI Consultants, Inc.

Mark A. Owen

Mark A. Owen, P.E.
Project Manager

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

Exhibit A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

FOR

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

Supplemental #3

PROJECT NO. 538-235

CONTRACT NO. 001648

IN OSCEOLA AND POLK COUNTIES, FLORIDA

September 27, 2022

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

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

WORK PERFORMED BY CONSULTANT

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

Tab 3: Project General Tasks

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

Tab 4 and 5: Roadway Analysis and Plans

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

Tab 6a and 6b: Drainage Analysis and Plans

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

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

Tab 7: Environmental Permits and Clearances

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

Tab 9, 13, 17, 18: GAI Structures

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

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

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

Tab 19 and 20: Signing and Marking Analysis and Plans

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

Tab 21 and 22: Signal Analysis and Plans

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

Tab 23 and 24: Roadway Lighting Analysis and Plans

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

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

Tab 33 and 34: ITS Analysis and Plans

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

SUPPLEMENTAL AGREEMENT NO. 2

TO

AGREEMENT FOR PROFESSIONAL SERVICES

FINAL DESIGN

Poinciana Parkway Extension Segment 2

THIS SUPPLEMENTAL AGREEMENT NO. 2 TO AGREEMENT FOR PROFESSIONAL SERVICES FINAL DESIGN ("Supplemental Agreement") is made and entered into this 10th day of March, 2022, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called "CFX" and the consulting firm of G-A-I CONSULTANTS, INC., a Pennsylvania corporation, hereinafter called the "CONSULTANT".

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

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

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

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

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

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

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

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Date: 2022.04.11 14:47:42 -04'00'
Aneth Williams, Director of Procurement

G-A-I CONSULTANTS, INC.

Kevin R. Leadbetter Digitally signed by Kevin R. Leadbetter DN: E=k.leadbetter@gaiconsultants.com, CN=Kevin R. Leadbetter Date: 2022.03.30 08:57:32-04'00'
By: _____
Print Name: Kevin Leadbetter
Title: Sr. Vice President

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

By: Laura Newlin Kelly for
Diego "Woody" Rodriguez
General Counsel

Dewberry

MEMORANDUM

Date: February 17, 2022

To: Will Hawthorne, PE CFX Director of Engineering

From: Carnot W. Evans, PE CWE

Subject: Design Consultant Services - Contract 001648
CFX Project No. 538-235
SR 538 Poinciana Parkway Extension for CR 532 to US 17/92 (Segment 2)
Supplemental Agreement No. 2

Comments:

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

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

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

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

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

cc:

Keith Jackson, PE Dewberry
File

gai consultants

Exhibit "A"

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

T 407.423.8398
F 407.843.1070

Project No. 538-235
Contract No. 001648

Date: February 4, 2022

Project: SR 538 Extension (Segment 2)

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

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

Dear Mr. Hawthorne,

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

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

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

Sincerely,
GAI Consultants, Inc.

Mark A. Owen

Mark A. Owen, P.E.
Project Manager

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

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

Supplemental Amendment No 2

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

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

SUPPLEMENTAL AGREEMENT NO. 1

TO

AGREEMENT FOR PROFESSIONAL SERVICES

FINAL DESIGN

Poinciana Parkway Extension Segment 2

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

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

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

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

1. CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant's May 28, 2021 letter to CFX, which is attached hereto as Exhibit "A" and incorporated herein by reference ("Additional Services"). Exhibit "A" of the Agreement and the Scope of Services, as defined in the Agreement, shall be amended to include the Additional Services.

2. Exhibit "B" of the Agreement is hereby amended as follows:

   a. The Salary Related Costs remain unchanged at $3,667,012.45.

   b. The Direct Expenses - Lump Sum (Prime) remains unchanged at $0.00.

   c. The Subcontract Items are adjusted upward by $400,061.14 to $2,498,264.20 to include the following:

      - Tierra $189,171.14
      - WBQ $155,825.16
      - Maser $55,064.84

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

   e. The Total Maximum Limiting Amount remains unchanged at $6,200,000.00.

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

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

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Date: 2021.07.19 16:21:38 -04'00'
Aneth Williams, Director of Procurement

G-A-I CONSULTANTS, INC.

By: Kevin R. Leadbetter Digitally signed by Kevin R. Leadbetter DN: E=k.leadbetter@gaiconsultants.com, CN=Kevin R. Leadbetter Date: 2021.07.19 09:47:29-04'00'
Print Name: Kevin Leadbetter
Title: Senior Vice President

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

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

Diego "Woody" Rodriguez

General Counsel

AGREEMENT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AND
GAI CONSULTANT, INC.

POINCIANA PARKWAY EXTENSION SEGMENT 2

CONTRACT NO. 001648, PROJECT 538-235

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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

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

FOR

POINCIANA PARKWAY EXTENSION SEGMENT 2
PROJECT 538-235

DESIGN SERVICES

CONTRACT NO. 001648

JUNE 2020

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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Project 538-235
Contract No. 001648

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AGREEMENT FOR PROFESSIONAL SERVICES

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

WITNESSETH:

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

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

1.0. DEFINITIONS.

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

2.0. SERVICES TO BE PROVIDED

CFX does hereby retain the CONSULTANT to furnish certain professional services in connection with the design of Poinciana Parkway Extension Segment 2 identified as Project 538-235 and Contract No. 001648.

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

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

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

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

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

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

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

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

3.0. TERM OF AGREEMENT AND RENEWALS

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

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

4.0. PROJECT SCHEDULE

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

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

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

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

5.0. PROFESSIONAL STAFF

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

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

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

The approved subconsultants are:

Bentley Architects and Engineers, Inc. Class I
Brindley Pieters and Associates, Inc. Class I
Maser Consulting P.A. Class I
Maser Consulting P.A. (Survey) Class II
Traffic Engineering Data Solutions, Inc. Class I
Tierra, Inc. Class II
WBQ Design & Engineering, Inc. Class I and (Survey) Class II

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

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

6.0. COMPENSATION

CFX agrees to pay the CONSULTANT compensation as detailed in **Exhibit "B"**, Method of Compensation, attached hereto and made a part hereof, in the not-to-exceed amount of $6,200,000.00 for the initial five-year term of this Agreement. Bills for fees or other compensation for services or expenses shall be submitted to CFX in detail sufficient for a proper pre-audit and post audit thereof.

The CONSULTANT may be liable for CFX costs resulting from errors or deficiencies in designs furnished under this Agreement. CFX may enforce such liability and collect the amount due if the recoverable cost will exceed the administrative cost involved or is otherwise in CFX's best interest. Records of costs incurred by the CONSULTANT under terms of this Agreement shall be maintained and made available upon request to CFX at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to CFX upon request. The CONSULTANT agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed. Records of costs incurred includes the CONSULTANT's general accounting records and the project records, together with supporting documents and records, of the CONSULTANT and all subconsultants performing work on the project, and all other records of the CONSULTANT and subconsultants considered necessary by CFX for a proper audit of project costs. The obligations in this paragraph shall survive the termination of the Agreement and continue in full force and effect.

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

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

7.0. DOCUMENT OWNERSHIP AND RECORDS

All plans, documents, reports, studies, and/or other data prepared or obtained under this Agreement shall be considered instruments made for services and shall become the property of CFX without restriction or limitation on their use on this project; and shall be made available, upon request, to CFX at any time. CFX will have the right to visit the site for inspection of the work and the drawings of the CONSULTANT at any time. Unless changed by written agreement of the parties, said site shall be 618 E South St., Suite 700, Orlando, FL 32801

Notwithstanding Section 17, entitled "Communications, Public Relations, and Use of Logos," CONSULTANT acknowledges that CFX is a body politic and corporate, an agency of the State of Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes. To the extent that the CONSULTANT is in the possession of documents that fall within the definition of public records

subject to the Public Records Act, which public records have not yet been delivered to CFX, CONSULTANT agrees to comply with Section 119.0701, Florida Statutes.

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

An excerpt of Section 119.0701, Florida Statutes is below.

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

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

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

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

8.0. COMPLIANCE WITH LAWS

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

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

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

9.0. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

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

10.0. TERMINATION

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

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

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

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

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

11.0. ADJUSTMENTS

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

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

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

12.0. HOLD HARMLESS AND INDEMNIFICATION, SOVEREIGN IMMUNITY

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

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

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

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

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

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

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

13.0. INFRINGEMENT OF PATENTS AND COPYRIGHTS

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

14.0. THIRD PARTY BENEFICIARY

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

15.0. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

16.0. COMMUNICATIONS, PUBLIC RELATIONS, AND USE OF LOGOS

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

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

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

17.0. CONFLICT OF INTEREST AND STANDARD OF CONDUCT

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

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

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

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

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

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

this Agreement which would create or involve a conflict of interest with the service provided herein and as described below. Questions regarding potential conflicts of interest shall be addressed to the Executive Director for resolution.

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

18.0. DOCUMENTED ALIENS

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

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

19.0. E-VERIFY CLAUSE

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

20.0. INSPECTOR GENERAL

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

21.0. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

Pursuant to Section 287.133(2)(a), Florida Statutes,
"a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO ($35,000) for a period of 36 months following the date of being placed on the convicted vendor list."
Pursuant to Section 287.134(2)(a), Florida Statutes, "an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."

22.0. COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

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

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

23.0. AVAILABILITY OF FUNDS

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

24.0. AUDIT AND EXAMINATION OF RECORDS

24.1 Definition of Records:

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

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

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

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

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

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

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

25.0. GOVERNING LAW AND VENUE

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

26.0. NOTICE

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

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

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

To CONSULTANT: GAI Consultants, Inc.
618 E South St., Suite 700
Orlando, FL 32801
Attn: Mark Owen, P.E.

GAI Consultants, Inc.
618 E South St., Suite 700
Orlando, FL 32801
Attn: Scott Bear, P.E.

27.0. HEADINGS

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

28.0. CONTRACT LANGUAGE AND INTERPRETATION

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

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

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

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

29.0. ASSIGNMENT

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

30.0. SEVERABILITY

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

31.0. INTEGRATION

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

32.0. ATTACHMENTS

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

[SIGNATURES TO FOLLOW]

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

GAI CONSULTANTS, INC.

BY: _____
Authorized Signature

Print Name: Kevin Leadbetter, PE

Title: Sr. Vice President

ATTEST: _____
Secretary or Notary

Seal

AMY ELIZABETH THOMPSON-KING
Notary Public - State of Florida
Commission # FF 975547
My Comm. Expires Jul 14, 2020
Bonded through National Notary Assn

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

BY: Aneth Williams Digitally signed by Aneth Williams Date: 2020.07.09 16:28:17 -04'00'
Director of Procurement

Print Name: _____

Effective Date: _____

Approved as to form and execution, only.

Diego "Woody" Rodriguez Digitally signed by Diego "Woody" Rodriguez Date: 2020.07.09 16:13:12 -04'00'

General Counsel for CFX

EXHIBIT A

SCOPE OF SERVICES

Exhibit A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SCOPE OF SERVICES

FOR

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

PROJECT NO. 538-235

CONTRACT NO. 001648

IN OSCEOLA AND POLK COUNTIES, FLORIDA

April 20, 2020

Exhibit A
SCOPE OF SERVICES

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1.0 GENERAL

1.1 Location

A. See EXHIBIT "E", Project Location Map.

1.2 Description

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

1.3 Purpose

A. The purpose of this Exhibit is to describe the scope of work and responsibilities required in connection with Final Engineering and Final Construction Drawings and Documents for the proposed S.R. 538 extension from CR 532 to US 17/92.

B. The Consultant shall perform those engineering services as required for final roadway/drainage plans, final bridge plans, final lighting plans, final traffic control plans, utility coordination and final utility adjustment plans, final ITS (fiber optic network) plans, final signalization plans (if required), final signing and pavement marking plans and preparation of a complete environmental resource application (or permit modification) including 100% storm water management.

C. CFX's Project Manager will provide contract administration, management services, and technical reviews of all work associated with the preliminary and final designs.

D. It is understood that references throughout this document to items of work and services to be performed are the responsibility of the Consultant unless otherwise expressly stated as the responsibility of others.

1.4 Organization

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

1.5 Term of Agreement for Design Services

A. The term of the Agreement to perform the required design services shall be within eighteen (18) months from notice to proceed, including all reviews. Any fast track of services will be at the direction of CFX's Project Manager.

B. The Consultant may continue the design efforts while design submittals are being reviewed. Doing so, however, in no way relieves the Consultant of the responsibility to incorporate review comments into the design, nor does it entitle the Consultant to any additional design fees as a result of making changes due to review comments.

1. Project Milestones:

   The Consultant will prepare a tabulation of major project milestones.

2. Project Schedule:

   The Consultant shall include a schedule of major design tasks.

2.0 STANDARDS

A. The applicable design and construction standards and policies of the Florida Department of Transportation, Federal Highway Administration (FHWA), American Association of State Highway and Transportation Officials (AASHTO), Transportation Research Board (TRB), Standard Building Code, CFX's Design Practices and Standard Notes and CFX's Guidelines for Preparation of Signing and Pavement Marking Plans shall be followed throughout the design and construction of the project unless specifically stated otherwise. The editions and updates of the applicable standards and policies in effect at the time of Contract execution shall be used as follows for this project:

1. Division II, Construction Details, and Division III, Materials, of the FDOT Standard Specifications for Road and Bridge Construction, 2018 edition, and updates thereafter, shall be used for this project.

2. The FDOT Standard Plans

3. The FDOT Design Manual,

4. The FDOT Basis of Estimates Handbook

5. The AASHTO Policy on Geometric Design of Highway and Streets (Green Book), 2011 edition

6. The FHWA Manual on Uniform Traffic Control Devices (MUTCD), 2009 edition, as currently amended

7. CFX Design Guidelines 2020 Edition

3.0 DESIGN CRITERIA

3.1 General

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

A. The design criteria listed in this section and Project Design Directives, provided by CFX during the course of the project, may supplement the Project Design Guidelines.

B. Design year – 2045

C. Design vehicle – WB-62FL

D. Along with the 30% design submittal, the Consultant shall provide a tabulation of all applicable drainage and stormwater management criteria from Federal, State and local agencies and indicated which will be used for all segments and portions of the project. Unless otherwise directed by CFX, the Consultant shall use the most restrictive or conservative criteria applicable.

3.2 Geometry

The following criteria are to be incorporated into the design:

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

DESIGN ELEMENT	EXPRESSWAY MAINLINE	RAMPS	CROSSROADS/ COLLECTORS
Vertical Curvature (K) (K=Len./%grade change)			Rural
Crest	506 290 to 540 AASHTO	31 (30 mph) 136 (50 mph) 110 to 160 Other (AASHTO)	31 to 136
Sag	206 150 to 200 AASHTO	31 (30 mph) 136 (50 mph) 90 to 110 Other (AASHTO)	37 to 96
Decision Sight Dist., ft.	Refer to AASHTO	N/A	N/A
Cross Sections			
Lane Widths, ft.	12	12 dual lanes 15 min. single lane	12 inner lanes 12-16 outer lanes
Shoulder width, ft.	4-Lane	Single Lane	
Right	14 (12 paved)	6 (4 paved)	8 (4* paved)
Left	14 (12 paved)	6 (2 paved)	2 (2 paved) * min. 5' paved
	6-Lane	Dual Lane	
Right	14 (12 paved)	10* (8* paved)	
Left	14 (12 paved)	8 (4 paved) (* add 2' for interstate)	
Bridges, ft.	4-Lane	Single-Lane	
Right	10	6	
Left	6	6	
	6(or more)-Lanes	Dual Lane	
Right	12	10	
Left	12	6	
Cross Slopes			
Traffic Lanes	2% (4-lane) 3% or tbd (6-lane)	2%	2%
Bridge Lanes	2% typ. (no break)		
Left Shoulder	Match Mainline	5%	5%
Right Shoulder	Match Mainline	6%	6%

DESIGN ELEMENT	EXPRESSWAY MAINLINE	RAMPS	CROSSROADS/ COLLECTORS
Median Width (4-lane), ft. (E.O.P./E.O.P.)	64' (typical) 26' (with barrier)	N/A	22' or 40'
Lateral Offset	FDM 215.2.4	FDM 215.2.4	FDM 215.2.4
Vertical Clearance, ft.			
Over Roadway*	16.5	16.5	16.5
Overhead Signs	17.5	17.5	17.5
Over Railroad	23.5	23.5	N/A

Ramp Operations

a. Two thousand (2,000) ft. between entrance and exit terminals – full freeways
b. Six hundred (600) ft. between exit and entrance terminals
c. Single Lane Entrance Ramp Parallel
d. Exit Ramp Taper of 550 ft. (3° – divergence)

Right of Way

a. Ten (10) ft. from back of walls or limit of construction.
b. Two (2) ft. from back of sidewalk on frontage roads.
c. Drainage and construction easements as required
d. Limited access right-of-way limits per Index 450
e. Right of way limits for ramps is based upon limit of construction plus 10 feet.

3.3 Bridge and Other Structures

A. All plans and designs shall be prepared in accordance with the following standards and specifications in effect at the time of contract execution: AASHTO LRFD Bridge Design Specifications, FDOT Structures Manual, FDOT Design Manual, FDOT Standard Plans, FDOT Load Rating Manual, except as otherwise directed by CFX.

4.0 WORK PERFORMED BY CONSULTANT

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

4.1 Design Features

A. The work required for this project includes preparation of final construction drawings and specifications as well as the preparation of a complete environmental resource application.

B. Major elements of the work include the following:

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

4.2 Governmental Agencies

A. The Consultant shall coordinate with and assist in securing the approval of all interested agencies involved. These agencies may include, but are not necessarily limited to Orange County, FDOT, FDEP, FAA, and applicable Water Management District(s).

4.3 Preliminary Design Report - Review

A. The Consultant shall review the project concept for proposed alternatives with regard to proposed design criteria, maintenance of traffic and construction feasibility.

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

B. Preliminary Design Report (PDR) - Review: Brief report addressing the following items at a minimum:

1. Horizontal alignment of SR 538 and US 17/92
2. Vertical alignment of SR 538 and US 17/92
3. Potential wall locations along SR 538
4. Pavement analysis
5. Hydroplaning Analysis
6. Drainage pond locations
7. Utility relocations

4.4 Surveys and Mapping

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

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

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

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

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

B. Alignment

1. Establish Survey Centerline by establishing the tangent lines of

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

2. Establish and set alignment in the same manner on cross roads and major adjacent alignments.

C. Reference Points

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

2. Show obstructions where alternate references are set.

D. Bench Levels

1. The Consultant shall establish new benchmarks at 1000’ intervals along SR528, US17/92, and CR532alignments, using stable points.
2. The Bench Run will be based on closures between established benchmarks provided by the Authority.

E. Topography

1. Planimetric mapping and a digital terrain model (DTM), suitable for 1” =50’ display scale shall be conducted by the Consultant.

2. CFX to supply Cross-sections at 1000’ intervals along the mainline to verify DTM.

3. 12.78 acres of off pavement topographic survey to fill in obscure areas of DTM based on GEC provided LiDAR Survey. Southern limit is Sta 104+00.

F. Drainage Survey

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

G. Underground Utilities

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

H. Side Street Surveys (N/A)

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

I. Bridge Survey (N/A)

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

J. Jurisdictional Line Surveys

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

K. Geotechnical Surveys

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

L. Right-of-Way Ties

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

M. CFX ITS/FON

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

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

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

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

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

3. GEC PM provides list of conflicts and kmz of all soil borings to GSC for review
4. GSC to confirm potential conflicts and respond to EOR and GEC & CFX PMs
5. EOR or their designee to coordinate directly with CFX FON Locate Technician for field locates. Only areas of potential conflict will be located.
6. Locate schedule to be agreed upon by CFX FON Locate Technician, Geotech, Survey/SUE, and EOR
7. Sunshine One Call tickets submitted by EOR
8. CFX to respond with "8 Unmarked - Ongoing Project"

4.5 Geotechnical Investigation

A. The Consultant shall perform a geotechnical investigation of the project in accordance with the requirements of CFX.

B. Investigations shall be performed with minimal disruption of the normal traffic flow for the project. Field personnel shall use safety devices such as warning signs, traffic cones, warning lights, and safety vests at all times, according to CFX requirements. The Consultant shall adhere to all traffic control requirements when taking samples on existing roadways. A traffic control plan and permit may be required. Any advanced warning signs required when crews are working on CFX system shall be made with 3M Scotchlite Diamond Grade Fluorescent orange roll up sign sheeting.

C. The work includes, but is not limited to, identifying roadway structural section requirements, LBR testing, design methods for the selected foundation, external stability evaluation at proprietary retaining walls, groundwater and estimated seasonal high groundwater level~~,~~ pH and resistivity conditions requiring design considerations, soil shrinkage/swell characteristics, slope stability and benching in embankment/excavation locations, recommendation for methods of rock excavation, ~~,~~ location and depths of unsuitable material (muck), and design alternatives based on geotechnical findings; design values for active, at rest, and passive soil pressures; allowable design loads or pressures for each foundation type, corrosion testing for structures and design of foundations for sign structures.

D. The results of the geotechnical investigation shall be contained in a Geotechnical Report which shall be submitted to CFX's Project Manager for approval. The geotechnical investigation shall include all necessary laboratory testing of materials.

E. Upon approval of the Geotechnical Report, the Consultant shall proceed with preparation of the pavement and foundation designs.

F. Boring profiles shall be included on cross-section sheets in the contract plans and include the boring number, station, offset, soil legend, observed water

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

G. Roadway core samples shall be taken to determine the existing pavement section. The Consultant shall submit a plan to CFX for location approval.

4.6 Contamination Impact Analysis

A. The Consultant shall perform a contamination impact analysis of the project in accordance with the applicable rules and regulations of the FDOT Project Development and Environment Guidelines, Chapter 22, the Florida Department of Environmental Protection (FDEP), and all other pertinent State or Federal agencies having jurisdiction, and the requirements of CFX.

B. At a minimum, the Consultant shall conduct a windshield survey along the project corridor to identify any new sources of environmental contamination not reported in the referenced document(s).

C. The testing of any sites including the use of ground penetrating radar, if required to complete the design and/or construction of the project, will be added to the Scope of Services by Supplemental Agreement.

4.7 Pavement Design

A. The Consultant shall prepare the pavement design as appropriate in accordance with the requirements of the FDOT Pavement Design Manual.

B. The proposed pavement design recommendation, resulting from the Consultant’s analysis of the various alternatives, shall be contained in a Pavement Design Summary.

4.8 Governmental Agency and Public Meetings

A. Except as may be provided elsewhere in this Scope of Services, the Consultant shall have appropriate representatives present at such meetings, conferences or hearings as CFX may direct to secure necessary approvals and/or support of the project by county, municipal, or other governmental agencies. If so directed, the Consultant shall also have appropriate representatives present at meetings or conferences of CFX, its Chairman or staff.

B. The Consultant shall assist CFX in presentations to various parties. The Consultant shall prepare exhibits pertaining to basic roadway improvements. CFX will prepare exhibits pertaining to aesthetic treatments and other design issues if applicable. This scope assumes presentations at one meeting with adjacent property owners.

4.9 Environmental Permits

A. CFX's Project Manager will review, coordinate and submit the applications for all environmental permits, including EPA's NPDES General Permits for Stormwater Discharges from Construction Sites. The Consultant shall provide all information, permit applications and data relating to Stormwater Management and Floodplain Impacts required for the permits to CFX. (CFX will be responsible for preparing all of the Wetlands and Protected Species analysis and documentation required for the permits.) The Consultant shall:

1. Attend the pre-application meetings and site visits with CFX and regulatory agencies.

2. Provide additional information requested at the pre-application by regulatory agencies for permits.

3. Provide aerial maps at a 1"=400' scale which include SCS soils data, 100-year floodplain limits and proposed project.

4. Provide all plans, calculations, sketches and reports required for permits except as described above.

5. Provide copies of all drainage calculation, including pond routing nodal diagrams, for the project.

6. Assist CFX in responding to any requests for additional information made by regulatory agencies after the permit application is submitted.

7. Incorporate any changes required by changes in regulatory agency requirements during the course of the project. If this requires additional work by the Consultant a Supplemental Agreement will be prepared.

8. Prepare a list of adjacent landowners along with address and nine-digit zip code at all wetland encroachment sites.

9. Provide all permit application material in .pdf format.

10. The Consultant will provide dredge and fill sketched as required by the permitting agencies if applicable. Mitigation plans, if required, may be added as a supplemental service.

11. Determine extent of floodplain impacts, if any, and provide compensatory flood stages as required

12. Preliminary field evaluation of general land use and wildlife habitat within existing ROW, pond sites, and bridges

13. Pre-application meeting with SFWMD

4.10 Utilities

A. Location

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

B. Utility Coordination

1. The Consultant shall identify utility owners within the project limits and contact each to obtain utility system maps, plan mark-ups or equivalent utility sketches and/or as-built drawings depicting the location of their facilities. The Consultant shall prepare reproducible utility adjustments plans based on information provided by respective utility companies.

2. Private utilities will prepare design plans for the relocation of their facilities. If a utility cannot or will not prepare these design plans, the work shall be added to the scope by Supplemental Agreement and the Consultant shall prepare design plans for utility relocation for approval of the utility and review by CFX.

3. Where utility conflicts occur, which require utility relocation agreements between the affected utility and CFX, the Consultant shall prepare the necessary data/plans required for the agreements. The Consultant shall advise CFX seven days in advance of meetings with utility companies/agencies scheduled to discuss utility relocations.

4. The preparation and negotiation of the agreement will be performed by CFX's Project Manager. After approval of the agreement by the utility and CFX, the Consultant shall prepare reproducible utility adjustment sheets identifying proposed relocations with respect to the construction plans.

5. The Consultant shall prepare a utility conflict matrix to assist in identifying and resolving conflicts between utilities and proposed construction prior to completion of the plans.

6. The Consultant shall obtain utility work schedules from the utility

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

7. The Consultant shall prepare the Utility Certification Letter certifying that all utility negotiations (full execution of each agreement, approved utility work schedule, technical special provisions written, etc.) have been completed with arrangements made for utility work to be undertaken and completed as required.

8. The Consultant shall make two utility contacts with the utility agencies (Phase II and Phase III) and hold a utility conference at each contact.

4.11 Roadway Design

A. A Typical Section Package was approved with the PD&E Study. Available typical sections shall be reviewed as part of the Preliminary Design Report and changes submitted to the Authority for review and approval. When cross roads or other facilities are maintained by another agency, the Consultant must coordinate approval of that typical section with the maintaining agency.

B. The Consultant shall design the geometrics for this project using the design standards included in the scope. The design elements shall include, but not be limited to, the horizontal and vertical alignments, cross section template development, lane width, shoulder widths, cross slopes, borders, sight distance, side slopes, lane transitions, superelevations, features of intersections, ramp terminal details, interchanges, and limited access points.

C. The Consultant shall prepare designs and contract documents for the roadway improvements, including, but not necessarily limited to:

1. Cover sheet (key sheet)

2. Summary of Pay Items

3. General notes

4. Summary Quantities sheets

5. Project Layout

6. Typical roadway sections

7. Typical roadway details

8. Plans and profiles (plans at 1” =50’ scale)

9. Interchange layout plans

10. Ramp Terminal Details

11. Crossroad plans and profiles (1" = 50' scale)

12. Cross-sections (with pattern plan) (1" = 20' horiz.) (1" = 5' vert.)

    a. Earthwork quantities

13. Traffic Control Sheets including Temporary Drainage

14. Utility Adjustment Sheets - as deemed necessary

15. Details

16. Special provisions

17. Special specifications

4.12 Structures Design

A. Prior to commencement of final design, the consultant shall prepare a Bridge Concept Memorandum which documents a limited range of structural alternatives and identifies preferred alternatives. Specifically, the alternatives to be examined include beam type, wall type / configuration, foundation pile type, and preliminary load rating analysis of existing exterior beams at widened sections.

B. The Consultant shall prepare designs and contract documents for structural design including, but not necessarily limited to the following items.

1. Complete Bridge designs will be provided for all bridges.

2. Retaining walls, including Critical Temporary walls

3. Box Culverts

4. Approach slabs

5. Details

6. Summary quantity tables

7. Special provisions and specifications

8. Stage construction-sequencing details

9. Sign\Signal structures:

10. Noise walls (Locations to be determined)

11. The Consultant shall perform Load Rating Analysis per FDOT criteria for bridges at the 90% design phase. The Load Rating

Analysis packages shall be submitted for their review and approval.

4.13 Drainage Design

A. As part of the drainage design requirements, the Consultant shall:

1. Perform all drainage design in accordance with the approved criteria from Section 3.1D.

2. Finalize the pond design at the 30% submittal.

3. Have its chief drainage engineer available at the scheduled (bi-weekly/monthly) team meetings to review progress and discuss problems.

4. Notify CFX's Project Manager immediately if any deviation from approved design criteria is anticipated.

5. Provide drainage/contour maps as needed used in the development of the drainage design to CFX for use in scheduled reviews. These maps will be returned to the Consultant along with review comments at the end of the review process.

6. Provide copies of its internal quality control comments and calculations at the scheduled reviews.

7. Prepare a technical memorandum identifying existing drainage concerns along the corridor and potential fixes or modifications. Known existing drainage concerns include: None at this time.

8. Prepare a pond siting report.

B. The Consultant shall prepare designs and contract documents for drainage features including, but not necessarily limited to:

1. Connector pipes

2. Drainage structure details

3. Storm drain and culvert profiles and/or drainage cross-sections

4. Lateral ditches/channels

5. Outfall ditches/channels

6. Retention/detention ponds/exfiltration system

4.14 Roadway Lighting

A. The Consultant shall provide a complete set of final roadway lighting documents in accordance with FDOT and CFX design criteria. These plans shall include installation of all CFX lighting on the corridor to as LED, including roadway and ramp fixtures, overhead sign lighting and underdeck lighting. The work shall include coordination with the local utility to provide electrical service. Plan sheet scale shall be at 1"=50' scale.

B. If required, CFX will provide a cut sheet for the type of lighting fixtures to be used for this project.

C. The Consultant will prepare designs and contract documents for lighting design including, but not necessarily limited to the following items.

1. Cover sheet (key sheet)

2. Tabulation of Quantities

3. General notes

4. Pole data and Legend sheet

5. Project Layout sheet

6. Plans sheets (plans at 1” =50’ scale)

7. Service point detail

8. Special Details

D. Perform an under-deck lighting analysis

4.15 Traffic Engineering

A. Traffic Data

1. Traffic data will be furnished by the Authority.

2. The Consultant will review and analyze the traffic data provided and develop recommended geometry at the intersections, including the number of turn lanes and storage lengths.

B. Maintenance of Traffic Plans

1. The Consultant shall prepare maintenance of traffic plans at scale no smaller than 1” =100’ to safely and effectively move vehicular and pedestrian traffic during all phases of construction. The designs shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations. Special consideration shall be given to the construction of the drainage

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

2. The Consultant shall investigate the need for temporary traffic signals, signs, alternative detour roads, arrow boards, flagging operations, and the use of materials such as sheet pilings in the analysis. A certified designer who has completed the FDOT training course shall prepare the maintenance of traffic plan.

3. Traffic shall be maintained during all phases of project construction at all locations, including existing posted speed, lane widths and number of lanes unless determined by CFX and other governmental agencies. This includes meeting with the governmental agencies which may be impacted by the maintenance of traffic plans.

4.16 Signing and Pavement Marking Plans

A. The Consultant shall prepare designs and contract documents for final signing and pavement marking plans including layouts showing the locations of ground mounted and overhead signs, special sign details, lighting, and any structural or foundation requirements in accordance with applicable design standards. Any requirements for electric service shall be coordinated with the local electric utility.

B. CFX will provide conceptual signing plans for the project as deemed necessary. (Include provisions for WWD requirements)

C. Plan sheets will be developed at a scale of 1" =50' (11"x17" format).

4.17 Signalization Plans

A. Signal plans will be needed for the single-point interchange at US 17/92 and may be needed for the ramps at CR 532.

B. The Consultant shall prepare designs and contract documents for final signalization plans including layouts showing the locations of mast arms and pedestrian features, special signal details, lighting, and any structural or foundation requirements in accordance with applicable design standards. Any requirements for electric service shall be coordinated with the local electric utility.

C. Plan sheets will be developed at a scale of 1" =50' (11"x17" format).

4.18 Right-of-Way Surveys

A. Section Line Ties

1. The Consultant shall perform a Control survey to locate Certified Corner Record locations, and prepare new Certified Corner

Record forms.

2. Perform all Section and fractional Section line surveys required for the R/W Control Surveys and R/W Mapping.

B. Subdivision Ties/Property Line Ties

1. Tie all subdivisions including condominium boundaries, at the beginning and end; block lines, and street right of way lines to the alignment. Ties will be made by closed traverse to assure acceptable closure. All block corners shall be found or set in the field with corners properly identified with size and type and shown on the R/W Control Survey.

2. Make individual property line ties where apparent property line disputes may occur. If information is available from local surveyors, submit copies of their surveys.

C. Maintained R/W Survey - (Not required)

D. Mean High Water/Safe Upland Line Survey (Not Required)

1. Perform a Safe Upland Line Survey for all locations where the facility crosses Sovereign Waters of the State of Florida.

E. R/W Monumentation – (Not required)

F. Stake R/W Parcels – (Not required)

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

4.19 Certified Right of Way Control Survey

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

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

A. 30% Right of Way Control Survey - (Key Maps)

1. Complete alignment data, including beginning of survey station, all curve data, bearings on all tangents along the alignment, all intermediate control point stations, and end of survey station. All control points must be identified as to type and size of material set at each respective point.

2. All section lines, all quarter section lines, (and all quarter-quarter section lines when pertinent), must be shown with the station where their intersection with alignment occurs, a distance from the nearest corner to alignment, and bearings and distances between all corners. Type of corner, either found or set, should be spelled out or identified by a legend.

3. All Subdivision and Condominium boundaries with official names and recording information.

4. A separate sheet depicting all of the alignment control reference points and reference points for Public Land Survey corners along with the type and size of material used for each respective reference point. This sheet does not need to be plotted to scale. All references shall be shown with a North Arrow, pointing to the top of the page.

5. Sheet one of the key maps should contain all pertinent general survey notes and the Certification that the Specific Purpose Survey was made for the purpose of providing horizontal position data for the support or control of right of way related maps for the transportation facility shown and done under responsible charge and meets the Minimum Technical Standards of the Board of Professional Surveyors and Mappers 61G17-6 Florida Administrative Code.

B. 60% Right of Way Control Survey - (Detail Sheets)

1. Complete alignment data, including beginning of survey station, all curve data, bearing on alignment, all intermediate control point stations, end of survey station. Show all control points identified as to type and size of material set at each respective point.

2. All subdivisions, including condominium boundaries, with a station where the alignment and each subdivision line intersect. A sufficient amount of field ties must be made in order to establish the original block boundaries or existing right of way as shown on existing right of way maps in each subdivision and or condominium. A distance from alignment to the existing right of way line or nearest found or set corner and bearings and distances on all subdivision lines which were intersected with the alignment, all lot and block numbers, street names, plat book, page, and

official name of each subdivision.

3. Key Maps with any revisions or corrections

C. 90% Right of Way Control Survey

1. All revisions required to support the complete Right of Way Mapping.

D. 100% Right of Way Control Survey

1. Signed and sealed copies and final CADD files

E. Computer Mapping - All survey maps will be prepared using CADD and all submittals will include:

1. CADD files in Microstation format. All maps will include point names generated on appropriate CADD level.

2. Geometry files in an ASCII or other approved format. A computer coordinate geometry file showing point numbers with their (x, y) values and coordinate pair sets representing points and lines (alignment, blocks, R/W lines, section lines, etc.) respectively, will accompany all map submittals, all pertinent chains or figures, (i.e.: Alignment, R/W lines, Subdivision boundaries, etc.) will be in the form of an abbreviated chain or figure name followed by a point list defining the chain or figure.

4.20 Right of Way Maps

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

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

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

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

A. 90% Right of Way Maps

1. Area of taking fully dimensioned with the bearings, distances and curve data, and parcel number bubble.

2. Dimensions shown on all remainders. Dimensions of large remainders may be shown as an insert at a larger scale.

3. Curve and Line tables may be used to eliminate clutter, but should be used only as needed, and shall be placed on all sheets where the curves are shown.

4. Areas of large takings/remainders (one-half acre or more) shall be shown in acres, to 3 decimal places. Areas of small takings/remainders (less than one-half acre) shall be shown to the nearest square foot.

5. Completed Title Block (all spaces must be filled in; if not applicable, show N/A). In using the strip title block, avoid placing text or mapping within 1" above the REVISION blocks.

6. Limits of Construction consistent with Design Plans, including cross-sections, drainage, mitigation, etc.

B. 100% Right of Way Maps

1. Completed Right of Way Maps revised in accordance with prior reviews.

2. Map information agrees exactly with the Parcel Sketch and Legal Description.

C. Computer Mapping

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

1. CADD files in Microstation format. All maps will include point names generated on appropriate CADD level .

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

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

D. Title Search

1. The Authority shall furnish the Consultant the Title Search Reports for parcels affected by the proposed right of way throughout the project.

E. Parcel Sketches and Legal Descriptions

1. Parcel Sketches are critical deliverables and must follow the submittal timeline detailed in Section 7.13. Draft Parcel Sketches shall be prepared to a legible scale on 8-1/2" x 11" size for each taking, including Limited Access Right of Way, non- Limited Access Right of Way, Temporary and Permanent easements, Ponds, Mitigation Areas and Access Rights Only, and will include:

2. Boundary and dimensions of parent tract and approximate dimensions of taking and remainder

3. Existing easements affecting the property

4. Improvements, buildings

5. Approximate areas of each taking and remainder

6. North arrow and scale

7. "DRAFT PARCEL SKETCH", Project Number and Parcel Number prominently displayed at the top of the page

8. Border with space for recording reserved at the upper right corner.

F. Final Parcel Sketches and Legal Descriptions

1. Parcel Sketches are critical deliverables and must follow the submittal timeline detailed in Sections 7.16 & 7.18. Prepare final parcel sketches and legal descriptions for each taking, including Limited Access Right of Way, non-Limited Access Right of Way, Temporary and Permanent easements, Ponds, Mitigation Areas and Access Rights Only.

2. Separate descriptions will be prepared for Limited Access and non-Limited Access Right of Way, even if the whole parcel is taken, and dimensioned on sketch.

3. Parcel Sketches and Legal Descriptions will be prepared for County

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

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

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

4.21 Cost Estimates

A. The Consultant shall prepare and submit to CFX construction cost estimates at the 60%, 90%, 100%, Pre-Bid and Bid Set submittals outlined herein. The estimate shall be based on the current unit prices as applied to the latest concept of the proposed construction.

4.22 Special Provisions and Specifications

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

4.23 Intelligent Transportation Systems (ITS)

A. Intelligent Transportation System Plans

1. The site construction plans shall be developed at a scale of 1" equals

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

2. Intelligent Transportation System (ITS) plans shall include the following:

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

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

q. Grounding

r. Table of quantities

s. Special notes

t. Maintenance of fiber operations (protection of existing FON through all phases of construction and cutover phasing to ensure continuous operation of existing ITS devices)

u. All existing and proposed FON to be included and shown with roadway cross sections and drainage cross sections

v. Replacement of existing CCTV sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), in the event existing CCTV is not compatible with proposed construction.

w. Installation of new CCTV sites to and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided) to provide 100% coverage (ramps, mainline, shoulders, etc.) of the new roadway.

x. Installation of data collection sensor (DCS) sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided), to support the Travel Time System.

y. Installation of dynamic message sign (DMS) to be centered over the proposed roadway, including structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided). Quantity of DMS sites to be determined with input from CFX and their representative.

z. Installation of traffic monitoring sites (TMS) sites and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets (standard details provided) to provide coverage of all movements (ramps, toll plazas, split ramps, etc.) within the project limits.

aa. ITS devices within the project limits shall be gigabit Ethernet field switches, and other cabinet equipment as needed to meet current CFX ITS equipment standards.

bb. Install new WWDS and any necessary structures, foundations, attachment details, power service, fiber optic connections, and cabinets at the following off-ramps:

- SR 538 EB off ramp to US 17/92
- SR 538 WB off ramp to CR 532

3. Upgrading other cabinet equipment as needed to meet current CFX

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

a. Minimize utility conflicts and adjustments.
b. Minimize traffic impact.
c. Accessibility and ease of equipment maintenance.
d. Safety of equipment maintenance personnel and the traveling public.
e. Maintain the existing ITS system through all phases of construction.
f. Environmental conditions.
g. Concurrent/future CFX projects.
h. Compatibility with existing and proposed ITS infrastructure (e.g. CFX enhanced grounding standards for ITS devices, CFX surge suppression (TVSS) standards for ITS devices, etc.)
i. Leased conduits in CFX FON duct bank that are occupied by the fiber optic cable of other agencies or entities.
j. Location of proposed sound walls

B. Splice and Cable Routing Details

1. The Consultant shall provide splicing detail diagrams to document proposed fiber optic splices within and between manholes, ITS devices, tollbooths, and other junction points. This includes splice diagrams for re-termination of drop or end to end (butt) splices.

2. Proposed splicing tables shall include ITS device connectivity, fiber use, drop cable fiber identification, drop cable identification, backbone cable identification, translateral cable identification, backbone into mainline cable identification, and toll plaza patch panel jack.

3. The Consultant shall provide cable routing diagrams in CFX's standard format to document the functional connectivity between proposed fiber optic conduit and splices.

C. Maintenance of Fiber Operations

1. The Consultant shall provide a plan of action to ensure existing fiber optic network is not disrupted during construction operations.

2. The Consultant shall determine the sequence of fiber optic cable splices to minimize disruption to communications.

D. Inside Plant Plans

1. The Consultant shall be responsible for any data collection necessary

to complete its design.

2. All equipment shown on the inside-plant construction plans shall be clearly delineated as existing, proposed, or by-others. The Consultant shall be responsible for identifying and detailing on the inside-plant construction plans with notes and drawings any make-ready work required. The Consultant shall also provide a table of quantities for all materials and equipment specified in the inside-plant construction plans.

3. The Consultant shall sign and seal final inside-plant construction plans by a licensed professional Electrical Engineer registered in the state of Florida. The inside-plant construction plans shall be subject to the review and approval of CFX.

E. Standard CFX specifications will be provided to the Consultant. The Consultant shall review the specifications and modify them as necessary.

4.24 Toll Gantry & Cabinets

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

A. Design of service cabinet, gantry, device layout, and FON patch panel, including all, structural, electrical and civil design.

B. Concrete pavement design for the approach and exit to the gantry.

C. Cost estimates based on lump sum pay items for Toll Facilities

4.25 Post-Design Services

A. Services shall begin after authorization by CFX. The Consultant compensation for post-design services may be added by Supplemental Agreement and shall be at an hourly rate, inclusive of overhead, profit and expenses, and exclusive of travel. No compensation will be made for correction of errors and omissions.

B. The Consultant shall support the post design process as follows:

1. Answer questions relative to the plans, typical sections, quantities and special provisions.

2. Make any necessary corrections to the plans, typical sections, quantities, notes, etc., as may be required.

3. Attend pre-award meeting with construction contractor, CFX, and

CFX's CEI.

C. The Consultant shall, prior to the pre-bid conference, be prepared to walk the project with CFX's CEI to discuss the plans and details. The Consultant shall be prepared to attend the pre-bid conference and respond to questions related to the plans, details, and special provisions.

D. The Consultant shall prepare any addenda required to clarify the work included in the construction contract documents. Addenda may be required based on the project inspection with the CEI, or questions developed in the pre-bid conference, or conditions discovered by bidders during the bid period. Addenda will not be issued for Contractor initiated design changes or value engineering proposed work.

E. The Consultant shall be available to respond to questions in the field that may arise relative to the plans, details or special provisions during construction. The Consultant shall periodically (monthly) visit the project site to observe the progress of construction on the project. This visit will not replace the formal construction inspection by CFX. It is intended to provide the opportunity of the design team to observe whether the work is being performed in general conformance with the project plans. Written memos of all such field trips shall be submitted to CFX within five working days of the trip.

F. The Consultant shall review and approve shop drawings for structural, lighting, signing, traffic signal elements, and toll plaza shop drawings. This work will include the erection procedure plans, review proposals for substitutions, develop supplemental agreements, and provide other engineering services required to facilitate construction of the project. Reviews will be conducted and returned within two weeks from receipt of information.

G. The Consultant shall appoint a responsible member of the firm to be the contact person for all post-design services. The person should be continually available during the course of construction for review of design plans.

H. The Consultant shall make every reasonable effort to process any material presented for review in a prompt manner recognizing a construction contract is underway.

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

J. Approved design bridge load ratings were obtained by the Consultant under the final design phase of this contract. The Contractor shall be responsible for revising and resubmitting the load ratings if changes to the bridge design occur during construction. Otherwise, the Consultant shall provide written correspondence to CFX when construction is complete that the bridges were constructed in accordance with the plans and the design load ratings still

apply.

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

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

M. The Consultant shall prepare Record Drawings in electronic format following completion of the construction phase. CFX shall provide all As- Built drawings from the Contractor / CEI to the Consultant for their use in preparation of the Record Drawings.

5.0 MATERIALS FURNISHED BY CFX OR ITS DESIGNEE

5.1 Record Documents

A. CFX will provide the Consultant, within ten working days of a written request, the following items:

1. Available record drawings of existing conditions
2. Available right-of-way plans of existing conditions
3. Current list available to CFX of owners of all affected properties within the section.
4. Sample plans to be used as guidelines for format, organization and content.
5. Title searches of all affected properties for use by the Consultant in the preparation of the right-of-way maps.
6. Contract unit prices from latest CFX construction projects.

5.2 Traffic Data

A. CFX will provide the following design traffic data:

1. Current and design year ADT
2. Current and design year peak hour volumes
3. Turning movements at each intersection/interchange
4. K, D and T factors
5. Design speed - See Section 3.02, Geometry.
6. AVI Percentages

5.3 Other

A. Utility designates for the FON and roadway lighting within CFX right-of-way.

6.0 WORK PERFORMED BY CFX OR ITS DESIGNEE

6.1 Right-of-Way Acquisition

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

B. CFX will provide aerial survey (topography and mapping) with limited control and coverage and a Project Network Control Map.

C. The Authority will provide the required title search reports and updates.

6.2 Utility Agreements

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

6.3 Public Involvement

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

6.4 Contracts and Specifications Services

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

6.5 Post-Design Services

A. CFX will be the principal initial contact for post-design questions and answer questions on a limited scope.

B. CFX's CEI representative will be responsible for collection and documentation of all As-Built information for the constructed improvements.

6.6 Environmental Permits

A. CFX will review and submit the environmental permit applications and coordinate with the Consultant on requests for additional information from

the regulatory agencies.

B. CFX will stake wetland lines and coordinate agency site visits. CFX will also prepare the wetland and wildlife analysis and documentation for the permits.

C. CFX will be responsible for all permitting application fees.

6.7 Conceptual Specialty Design

A. CFX will provide a conceptual major guide signing plan.

B. CFX to provide proposed sound wall locations.

C. CFX will provide conceptual aesthetics design and treatments for structures.

7.0 ADMINISTRATION

7.1 Central Florida Expressway Authority

A. CFX's Project Manager will administer the Consultant services detailed in this scope.

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

7.2 CFX's Project Manager will:

A. Conduct ongoing reviews of the Consultant's progress in performing the work and furnish technical comments in a timely manner.

B. Review the Consultant's billings.

C. Review and evaluate the Consultant's requests for extension of time and supplemental agreements and recommend appropriate action.

D. Review all correspondence with public agencies prior to the Consultant's mailing of any correspondence except for requests for information.

E. Coordinate the distribution of public information.

F. Coordinate the data (including documentation of prior rights, cost estimates and plans) necessary for CFX to prepare and execute all utility and railroad agreements.

G. Conduct an introductory meeting to deliver relevant information and explain the administration process.

H. Review the Consultant's Quality Control program and the Consultant's conformance to the Quality Control Program.

I. Provide a focal point contact for all questions, requests, and submittals.

J. Provide a system to monitor the Consultant's schedule, progress and key milestone submittal dates.

7.3 Consultant

A. The Consultant has total responsibility for the accuracy and completeness of the construction contract documents and related design prepared under this project and shall check all such material accordingly. The plans will be reviewed by CFX for conformity with CFX procedures and the terms of the Contract, as well as coordination with adjacent design contracts. Review by CFX does not include detailed review or checking of design of major components and related details or the accuracy with which such designs are depicted on the plans. The responsibility for accuracy and completeness of such items remains solely that of the Consultant. The Consultant shall:

1. Establish, furnish and maintain suitable office facilities to serve as the project office for the duration of the project at a location acceptable to CFX.

2. Maintain an adequate staff of qualified support personnel to perform the work necessary to complete the project.

3. Establish internal accounting methods and procedures for documenting and monitoring project costs.

4. Establish and maintain contract administration procedures, which will include supplemental agreements, time extensions and subcontracts.

7.4 Project Control

A. The Consultant shall provide data for CFX's Management Information System to monitor costs and manpower, and report progress. This project control system may include features to:

1. Determine and highlight critical path work from initial plans as work progresses.

2. Identify progress against schedule for each identified work item.

3. Forecast completion dates from current progress.

4. Highlight rescheduled work in any area which is out of required sequence.

5. Highlight rescheduling that has overloaded any physical area that

requires more resources than originally allocated.

6. Forecast future conflicts in any area.

7.5 Work Progress

A. The Consultant shall meet with CFX's Project Manager on a bi-weekly basis (or more often if necessary) and provide written progress reports which describe the work performed on each task. The dates and times of these meetings will be established by CFX. Two working days prior to each progress meeting, the Consultant shall provide CFX's Project Manager with a draft copy of the Progress Report and a typewritten agenda for the meeting. The Consultant shall prepare typewritten meeting minutes and submit them to CFX's Project Manager within five working days after the meeting. The minutes shall indicate issues discussed and the resolution or action required to resolve any issues.

7.6 Schedule

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

7.7 Project Related Correspondence

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

7.8 Quality Control

A. The Consultant has total responsibility for the accuracy and completeness of the plans and related designs prepared under this project and shall check all such material accordingly. Consultant shall have a quality control plan in effect during the entire time work is being performed under the Contract. The plan shall establish a process whereby calculations are independently checked, plans checked, corrected and back checked. All plans, calculations, and documents submitted for review shall be clearly marked as being fully checked by a qualified individual other than the originator.

B. The Consultant's quality control plan shall be submitted to CFX within fifteen (15) working days of receipt of written notice to proceed.

7.9 Consultant Personnel

A. The Consultant's work shall be performed and/or directed by the key personnel identified in Exhibit "D". Any changes in the indicated key

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

7.10 Site Visit

A. The Consultant shall arrange a site visit within twenty (20) calendar days of receipt of written Notice to Proceed. Consultant personnel assigned to perform the work on the project shall attend. CFX representatives will be present. Within seven calendar days of the site visit, the Consultant shall issue to CFX a brief written report including observations, discussions, and any questions pertaining to the scope or level of effort of the project. The purpose of this visit is to acquaint key personnel with the details and features of the project to facilitate the design process.

7.11 Acceptability of the Work

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

7.12 Design Documentation

A. The Consultant shall submit any design notes, sketches, worksheets, and computations to document the design conclusions reached during the development of the construction contract documents to CFX for review.

B. The design notes and computations shall be recorded on 8-1/2" x 11" computation sheets, appropriately titled, numbered, dated, indexed and signed by the designer and checker. Computer output forms and other oversized sheets shall be folded or legibly reduced to 8-1/2" x 11" size. The data shall be bound in a hard-back folder for submittal to CFX.

C. Electronic (PDF Format) copies of the design notes and computations shall be submitted to CFX with each review submittal. When the plans are submitted for 90% review, the design notes and computations corrected for any CFX comments shall be resubmitted. At the project completion (bid set), one (1) hard copy of the final set of the design notes and computations, sealed by a Professional Engineer, registered in the State of Florida, shall be submitted with the record set of plans and tracings.

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

1. Field survey notes and computations.

2. Design criteria used for the project.

3. Geometric design calculations for horizontal alignment.

4. Vertical geometry calculations.

5. Drainage calculations

6. Structural design calculations.

7. Geotechnical report.

8. Hydraulics Report for each bridged stream crossing.

9. Earthwork calculations not included in the quantity computation booklet.

10. Calculations showing cost comparisons of various alternatives considered, if applicable

11. Computations of quantities.

12. Documentation of decisions reached resulting from meetings, telephone conversations, or site visits.

13. Lighting and voltage drop calculations.

14. Lighting service letter from the power company stating the following: service voltage, type of service (overhead or underground), location of power company service point, and any other power company requirements.

7.13 Reviews and Submittals

A. Review and coordination of the Consultant's work by CFX shall continue through the project development process

B. Formal submittals for review shall be made to CFX when the plans have been developed to the following levels of completion:

1. Preliminary Design Report (Memorandum) (Electronic copies of all files in pdf format, and three (3) hard copy sets)

2. 30% Roadway Plans (Electronic copies of PDF's of submittal package and one (1) hard copy of plans to CFX project manager; and electronic copies of plans and package to the CFX GEC project manager)

3. 30% Bridge and Structural Plans (Electronic copies of PDF's of submittal package and one (1) hard copy of plans to CFX project manager; and electronic copies of plans and package to the CFX GEC project manager)

4. 60% Roadway and specifications, Geotechnical Report (Electronic copies of PDF's of submittal package and one (1) hard copy of plans to CFX project manager; and electronic copies of plans and package to the CFX GEC project manager)

5. 60% Bridge Plans required only on Category 2 bridges.

6. 90% Bridge and Structural Plans (Electronic copies of PDF's of submittal package and one (1) hard copy of plans to CFX project manager; and electronic copies of plans and package to the CFX GEC project manager)

7. 90% Roadway and specifications (Electronic copies of PDF's of submittal package and one (1) hard copy of plans to CFX project manager; and electronic copies of plans and package to the CFX GEC project manager)

8. 100% Roadway, Bridge and specifications, Geotechnical Report (Electronic copies of PDF's of submittal package and one (1) hard copy of plans to CFX project manager; and electronic copies of plans and package to the CFX GEC project manager)

9. Pre-Bid Plans (Electronic copies of PDF's of submittal package and one (1) hard copy of plans to CFX project manager; and electronic copies of plans and package to the CFX GEC project manager)

10. Bid Set (1 set signed and sealed plans, 1 set "clean" plans, 1 set signed and sealed reports and one (1) CD/DVD with .PDF of all plans and reports)

C. Formal review submittals shall include copies as listed above. 8-1/2" x 11" and 11" x 17" documents do not require reproducible copies.

D. Preparation and distribution of roadway and ROW plans to other than CFX or CFX GEC will not be made until approved by CFX.

E. The format of review submittal plans shall conform to the FDOT Design Manual, except as amended by CFX.

F. Due to the compact schedule of the design, review, and construction process, any modification to the agreed submittal dates will require a letter from the Consultant to CFX giving:

1. The reason for the delay.

2. The design components impacted.

3. Proposed methods to maintain submittal dates.

G. The Consultant shall submit all CADD files, including GEOPAK files, use in the preparation of the plans and right of way mapping on compact disk with the final submittal.

7.14 30% Roadway Plan Submittal

A. At the completion of this phase, design and plan development should be approximately 30 percent complete except stormwater pond designs. The designs of the stormwater ponds shall be at 90% complete. The following material shall be developed and submitted for review:

1. Key Map Prepared

   a. Location map shown complete with destinations, ranges and townships.
   b. Beginning and ending stations shown.
   c. Any equations on project shown.
   d. Project numbers and title shown.
   e. Index shown.

2. Drainage Map Prepared

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

3. Typical Section Sheets

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

4. Plan and Profile Sheets

   a. Centerline plotted.
   b. Reference points and bench marks shown.
   c. Existing topography.
   d. Base line of surveys, curve data, bearings, etc. shown.

e. Beginning and end stations (project and construction).
f. Geometric dimensions.
g. Proposed and existing limited access right-of-way lines.
h. Existing ground line.
i. Proposed profile grade.
j. Type, size and horizontal location of existing utilities.
k. Drainage structures and numbers are shown
l. Drainage ponds are shown.

5. Cross Sections

a. Existing ground line.
b. Preliminary templates at critical locations (not to exceed 500 feet).
c. Existing utilities shown.

6. Interchange Layout and Ramp Profiles

a. Geometric dimensions.
b. Proposed profile grades.

7. Right-of-Way Control Survey

8. Signing and Pavement Markings

a. Striping layout.
b. Sign structure locations.

7.15 30% Bridge and Structural Plan Submittal

A. At completion of this phase, design and plan development should be approximately 30 percent complete. The Consultant shall refer to FDOT Structural Design Guidelines for plan contents and submittal requirements. Preliminary geotechnical results and recommendations should also be included with this submittal.

7.16 60% Roadway Plan Submittal

A. At completion of this phase, design and plan development should be approximately 60 percent complete except stormwater pond designs. The designs of the stormwater ponds shall be at 100% complete. The following material shall be developed and submitted for review:

1. Key Map

a. Project description and number shown.
b. Equations, exceptions and bridge stations shown.
c. North arrow and scale included.

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

2. Drainage Maps

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

3. Typical Section Sheets

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

4. Plan and Profile Sheets

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

5. Drainage Structures

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

6. Cross Sections

a. Templates are shown at all stations.
b. Limited access right-of-way lines are shown.
c. Cross section pattern sheet included.
d. Miscellaneous notes included.
e. Boring profiles.

7. Interchange Layouts, Ramp Profiles and Intersection Details

a. Geometric data shown.

b. Profiles finalized.
c. Coordinate data shown.
d. Limited access right-of-way lines shown.
e. Curve data shown.
f. Bearings and bridges shown.
g. Cross roads, frontage roads, and access roads shown.
h. Intersection details shown.

8. Traffic Control Plans

9. Utility Adjustments

10. Signing and Pavement Marking Plans

11. Intelligent Transportation System (ITS) Plans

12. Highway Lighting Plans

13. Selective Clearing and Grubbing (if required)

7.17 90 % Bridge and Structure Plan Submittal

A. At completion of this phase, design and plan development should be approximately 90 percent complete. The Consultant shall refer to FDOT Structural Design Guidelines for plan contents and submittal requirements.

7.18 90% Roadway Plan Submittal

A. At completion of this phase, design and plan development should be approximately 90 percent complete. The following material shall be developed and submitted for review:

1. Key Map

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

2. Drainage Maps

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

3. Typical Section Sheets

4. Plan and Profile Sheets

a. Curve Control Points (P.C., P.I., P.T.) flagged and labeled.
b. Limits of side road construction.
c. Angle and stationing for intersections.

d. Treatment for non-standard superelevation transitions diagramed.
e. General notes shown.
f. Special ditches profiled.

5. Drainage Structures

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

6. Soil Borings

a. Soils data and estimated high seasonal groundwater table shown.

7. Cross Section Sheets

a. Scale and special ditch grades shown.
b. Utilities plotted.
c. Sub-excavation shown.
d. Volumes computed and shown.

8. Utility Relocation Plans

a. Utility relocation plans prepared.

9. Traffic Control Plans

10. Signing and Pavement Marking Plans

11. Signalization Plans

12. Intelligent Transportation System (ITS) Plans

13. Highway Lighting Plans

14. Selective Clearing and Grubbing (if required)

7.19 100% Roadway, Bridge, Structural and Right-of-Way Plans

A. At the completion of this phase, the design plans and special provisions shall be 100 percent complete.

7.20 Pre-Bid Plans

7.21 Bid Set

CONSENT AGENDA ITEM
#11

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*
Director of Procurement

DATE: December 30, 2025

SUBJECT: Approval of First Contract Renewal with Baker & Hostetler, LLP for Legal Services
Contract No. SCON-10000381

Board approval of the first renewal for the above referenced contract with Baker & Hostetler, LLP in the amount of $98,000.00 for one year, beginning on April 1, 2026 and ending March 31, 2027 is requested. The original contract was for one year with renewal options.

The work to be performed includes providing legal services.

Original Contract	$ 98,000.00
First Renewal	$ 98,000.00
Total	$196,000.00

This contract is included in the OM&A Budget.

Reviewed by: *Evelyn Wilson*
Evelyn Wilson
Chief Administrative Officer

RENEWAL NO. 1

to

CONTRACT NO. SCON-10000381

between

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

and

BAKER & HOSTETLER, LLP

THIS RENEWAL AGREEMENT (**"Renewal"**) is made and entered into between **Central Florida Expressway Authority** (**"CFX"**) and **Baker & Hostetler, LLP** (**"Counsel"**) for good and valuable consideration, the sufficiency of which is hereby mutually acknowledged. CFX and Counsel may be referenced individually as a **"Party"** or collectively as the **"Parties."**

A. **Renewal of Agreement.** The Parties hereto agree as follows:

(1) The agreement between the Parties identified as **Contract No. SCON-10000381**, inclusive of any existing prior amendments, supplemental agreements, renewals, and/or extensions thereto (collectively, the **"Agreement"**) is hereby renewed by extension of the Agreement's term, with such **"Renewal Term"** beginning on **04/01/2026** and expiring on **03/31/2027**.

(2) This Renewal shall extend the applicability of the Agreement's "Not to Exceed" Contract Amount of **$98,000.00** to include the Renewal Term; however, additional funding for the Renewal Term, if any, shall be limited to the amount provided in **Paragraph B: Additional Compensation** below.

B. **Additional Compensation.** The Parties agree to amend the Agreement's "Not to Exceed" Contract Amount as follows:

(select one)

☐ No amendment (**$0.00** increase).

☒ An increase of **$98,000.00**, thereby amending the "Not to Exceed" Contract Amount for the Agreement, inclusive of the Renewal Term, to: **$196,000.00**.

C. **Human Trafficking.** In accordance with Section 787.06(13), Florida Statutes, when a contract is executed, renewed, or extended between a private entity and CFX, such private entity must provide an affidavit signed by an officer or a representative to CFX under penalty of perjury attesting the private entity does not use coercion for labor or services, as defined in Section 787.06(2)(a), Florida Statutes. Such affidavit is hereto attached as **CFX-220: Human Trafficking Affidavit**.

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

E. **Binding Effect.** To the extent not amended by this Renewal, the Parties hereby reaffirm all terms and conditions in the Agreement, which are hereby incorporated into this Renewal and shall remain in full force and effect. To the extent there is a conflict between the terms of this Renewal and the Agreement, the terms and conditions of this Renewal shall prevail. This Renewal and the Agreement shall together represent the full agreement between the Parties.

IN WITNESS WHEREOF, effective as of the latter execution date below, the Parties have made and executed this Renewal: CFX, signing by and through its Director of Procurement, authorized to execute the same by Board action on February 12, 2026, and Financial Advisor signing through its undersigned signatory, duly authorized to execute same.

BAKER & HOSTETLER, LLP

By: _____

Print Name: _____

Title: _____

Date: _____

ATTEST: _____
Secretary or Notary

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____

Print Name: Zulay Millan

Title: Director of Procurement

Date: _____

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

By: _____
Cristina T. Berrios
General Counsel

CONSENT AGENDA ITEM
#12

MEMORANDUM

TO: CFX Board Members

FROM: Cristina T. Berrios
General Counsel

DATE: February 2, 2026

SUBJECT: Proposed Settlement and Real Estate Purchase Agreement between the Central Florida Expressway Authority and Roland Cordero, in the matter of *Central Florida Expressway Authority v. Roland Cordero, et al.,* regarding SR 538 Poinciana Parkway Extension, Segment 538-235, Parcels 53-217 A & B.

On August 8, 2024, the Board authorized the acquisition of properties necessary for the SR 538 Poinciana Parkway Extension Project, including Parcels 53-217 A & B owned by Roland Cordero. Following initiation of eminent domain proceedings and entry of a Stipulated Order of Taking, CFX deposited $725,800.00 as its good faith estimate of value.

To resolve all remaining claims and avoid continued litigation, Right of Way Counsel negotiated a proposed Settlement and Real Estate Purchase Agreement, under which CFX will additionally acquire the associated parent tract and resolve all claims related to Parcels 53-217 A & B for a total compensation amount of $1,495,109.13, inclusive of all attorneys' fees and property owner expert costs, plus applicable standard closing costs.

The Right of Way Committee recommended approval of the proposed Settlement and Real Estate Purchase Agreement at its meeting on January 28, 2026.

This is included in the Five Year Work Plan.

Board approval of the proposed Settlement and Real Estate Purchase Agreement between the Central Florida Expressway Authority and Roland Cordero for a negotiated total compensation amount of $1,495,109.13 for all claims related to Parcels 53-217 A & B, inclusive of the purchase of the associated parent tract and all attorneys' fees and property owner expert costs, plus applicable standard closing costs, is requested.

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: January 29, 2026

SUBJECT: Proposed Settlement and Real Estate Purchase Agreement between the Central Florida Expressway Authority and Roland Cordero, in the matter of *Central Florida Expressway Authority v. Roland Cordero, et al.*, regarding SR 538 Poinciana Parkway Extension, Segment 538-235, Parcels 53-217 A & B.

Marchena and Graham, P.A., Right of Way Counsel, seeks approval by the CFX Board of a proposed settlement and Real Estate Purchase Agreement between the Central Florida Expressway Authority (**"CFX"**) and Roland Cordero (the "**Owner**") for the acquisition of parcels 53-217 A & B (the **"Subject Parcels"**) and its associated parent tract for the utilities relocation and construction necessary to complete the State Road 538 Poinciana Parkway Extension Project (**"SR 538 Extension Project"**), in Polk County, Florida.

BACKGROUND AND DESCRIPTION

On August 8, 2024, the CFX Board adopted a resolution authorizing the acquisition of specific properties necessary for completion of the SR 538 Extension Project, with such resolution including the Subject Parcels.

On May 22, 2025, Right of Way Counsel initiated an eminent domain action in the Circuit Court of the Tenth Judicial Circuit, in and for Polk County, Florida, to, in part, acquire the Subject Parcels, for completion of the SR 538 Extension Project, styled *Central Florida Expressway Authority v. Roland Cordero, et al.*, Case No.: 2025-CA-001856 (the **"Action"**).

On August 22, 2025, the Court entered a Stipulated Order of Taking concerning the Subject Parcels. On September 4, 2025, pursuant to the Stipulated Order of Taking, CFX deposited into the Court registry the good faith estimated value totaling $725,800.00. The CFX good faith estimate of value of $725,800.00, was based on the appraisal of Richard K. MacMillan, MAI, with support for the land use from McIntosh Associates an LJA Company, and valuation of improvements from McCree General Contractors and Architects.

The Subject Parcels, together with its parent tract, is trapezoidal in shape and comprises a total of 5.125 acres (223,223 square feet). The Subject Parcels contain 4.760 acres, leaving a remainder of 0.365 acres (15,878 square feet). Approximately 1.521 acres of the Subject Parcels consist of wetlands, which occupy much of the western portion of the site. The remaining 3.604 acres are uplands, divided into two separate areas. The Subject Parcels have 2,880 SF barn and a 432 SF 1 bedroom, 1 bath "caretaker" residence.

On November 11, 2025, the Owner submitted a counteroffer package to Right of Way Counsel that included sale comparables, access analysis, and highest and best use arguments. The primary difference in valuation stems from differing opinions regarding highest and best use. CFX's appraiser valued the Subject Parcels at $1.60 per square foot, or $69,696 per acre, while the Owner's analysis concluded a value of $325,000 per acre. This disparity is attributable to CFX's conclusion that the highest and best use is single-family residential lot, whereas the Owner presented compelling evidence supporting a higher-intensity development use, including approved development projects such as the INB Homes County Line Town Project.

After careful review and discussion, Right of Way Counsel negotiated a proposed agreement settling the Action as to the Owner, contingent on CFX Board approval. The proposed agreement contemplates CFX purchasing the parent tract upon which the Subject Parcels is located (identified in the Polk County Property Appraiser property system as property tax identification number 28-26-06-000000-033040) for the amount of $1,495,109.13, inclusive of a release of any claims as to the Subject Parcels by the Owner and all attorneys' fees and property owners' experts' costs, less the previously deposited $725,800.00. The final compensation breakdown is further outlined in paragraph 3 of the proposed Real Estate Purchase Agreement, which is attached as **ATTACHMENT "A"**.

The total value initially assigned to the Subject Parcels was $680,200.00, with an initial valuation date of March 28, 2024. Prior to filing the lawsuit, an updated appraisal assigned the total value of Subject Parcels as $725,800.00, with a valuation date of February 7, 2025. Acquiring the remainder of the parent tract will also assist CFX address an access issue on an adjacent parcel. The highest and best use argument, along with the comparable sales activity since the valuation dates, and the ability to address an adjacent parcel access issue provide additional justification for the agreed-upon purchase price.

The Right of Way Committee recommended approval of the settlement and real estate purchase agreement at its meeting on January 28, 2026.

REQUESTED ACTION

Approval of the proposed Settlement and Real Estate Purchase Agreement between the Central Florida Expressway Authority and Roland Cordero, for a negotiated total compensation amount of $1,495,109.13 for all claims related to Parcels 53-217 A & B, inclusive of the purchase of the associated parent tract and all attorneys' fees and property owners' expert costs, plus applicable standard closing costs.

ATTACHMENTS

A. Proposed Settlement and Real Estate Purchase Agreement between the Central Florida Expressway Authority and Roland Cordero.
B. Aerial Showing Parcels 53-217 A & B and associated Parent Tract.

ATTACHMENT "A"

Real Estate Purchase Agreement between the Central Florida Expressway Authority and Roland Cordero.

PARCEL: 53-217 & Parent Tract

PROJECT: S.R. 538

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT ("Agreement") is made this 12th day of February, 2026, by and between **ROLAND CORDERO**, whose address 1020 Jason Ridge Court, Kissimmee, Florida 34747 (**"Seller"**), and 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"**). CFX and the Seller are sometimes hereinafter individually referred to as a "Party" or collectively as the "Parties".

Proposed

RECITALS:

Pursuant to Chapter 348, Part III of the Florida Statutes (the "**Central Florida Expressway Authority Law**"), and particularly Section 348.754, Florida Statutes, CFX is empowered to construct, improve, maintain, and operate the Central Florida Expressway System ("**Expressway System**") and, in connection therewith, to construct any extensions, additions or improvements to said system or appurtenant facilities, including all necessary approaches, roads, bridges, and avenues of access. Furthermore, pursuant to Section 348.760, Florida Statutes, CFX may enter into contracts, conveyances, partnerships and other agreements with other entities for the purpose of carrying out the provisions of the Central Florida Expressway Authority Law.

CFX has taken a portion of the Seller's Property in an Order of Taking conveying approximately 4.760 acres of Seller's Property described as Parcel 53-217 to CFX in an eminent domain action, as necessary right-of-way for the future construction and maintenance of right of way improvements for State Road 538 (the "Project"), as more particularly described as Parcel 53-217 and as further depicted in the legal descriptions and sketches in the attached **Exhibit "A"** that is incorporated into this reference.

Prior to the Order of Taking Seller was the owner of a certain parcel of real property located in Polk County, Florida, known as Parcel ID: 28-26-06-000000-033040, that was approximately 5.125 gross acres, as described in the Warranty Deed recorded on March 12, 2013, at OR Book 08898, Page 2107 of the Polk County Public records attached hereto as **Exhibit "B"**, together with all improvements thereon and rights, permits, privileges, licenses, rights of way and easements appurtenant thereto (the "**Remainder**", and together with Parcel 53-217, the "**Property.**").

The Seller desires to sell the Remainder to CFX and resolve any of Seller's remaining compensation claims against CFX for Parcel 53-217 for the Purchase Price (defined below), and CFX desires to purchase the Remainder and resolve any remaining compensation claims against CFX for Parcel 53-217.

Seller and CFX desire to enter this Agreement to formalize the terms and conditions whereby the Seller shall sell and convey the Remainder to CFX, and stipulate to the judgment resolving any remaining claims related to Parcel 53-217.

For and in consideration of the mutual covenants, agreements, and Purchase Price set forth herein, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby expressly acknowledged by the Parties hereto, CFX and Seller hereby covenant and agree as follows:

1. **Recitals**. The recitals set forth above are true and correct and are incorporated herein by reference and made part of this Agreement.

2. **Agreement to Buy and Sell**. The Seller agrees to sell the Remainder to CFX and resolve any of Seller's remaining compensation claims against CFX for Parcel 53-217 for the Purchase Price (defined below), and CFX agrees to purchase the Remainder and resolve any remaining compensation claims against CFX for Parcel 53-217 by paying Seller the Purchase Price. CFX shall receive a credit against the Purchase Price for such portion of the Purchase Price as it paid through its good faith deposit into the court registry for Parcel 53-217, in the amounts stated below.

3. **Purchase Price and Total Consideration Paid**. The total additional compensation to be paid by CFX at Closing subject to CFX Board approval, pursuant to the terms of the Stipulated Final Judgment in Case No. 2025-CA-001856, (the "**Lawsuit**") the terms of this Agreement, and only in the event of closing, shall be **$769,309.13** ("**Purchase Price Remaining**"), a breakdown of the Purchase Price is as follows:

(a)	Purchase Price:	$1,300,000.00
(b)	Damages or Cost to Cure:	Included in Purchase Price
(c)	Attorney Fees and Costs:	$174,950.00
(d)	Appraiser Fees:	$10,975.00
(e)	Other Consultant Fees and Costs:	$9,184.13
(f)	Less - Prior Amount Paid by CFX for Order of Taking Parcel 53-217:	($725,800.00)
(g)	**Total Amount Due at Closing From CFX (Purchase Price Remaining):**	**$769,309.13**

The Purchase Price detailed above shall constitute full and complete compensation for the Seller's Property and all rights granted to CFX hereunder, except as otherwise provided in this Agreement.

At Closing, CFX shall also pay: (i) the costs of recording the Deed delivered hereunder; (ii) the costs of any environmental studies or other due diligence surveys by CFX; and (iii) title insurance policy premium, including endorsements, and related title expenses pertaining to the owner's title

Proposed

commitment, (iv) any escrow or closing fee from the closing agent, if any. At Closing the Seller shall pay all costs to prepare and record any documents necessary to cure any title defect other than the Permitted Exceptions. The Deed shall be executed and delivered in lieu of condemnation and shall include a caption that it is not subject to documentary stamp tax. Except as provided above, each Party shall pay its own attorney's or other consultants. All other costs incurred at Closing shall be borne by the Parties in accordance with the custom and usage in Polk County, Florida.

4. **Conditions and Limitations**.

(a) This Agreement shall be subject to the final approval of CFX as required by CFX Property Acquisition, Disposition & Permitting policy, procedure, and/or manual as of the date of this Agreement. This Agreement is contingent on entry of the Stipulated Final Judgment in Case No. 2025-CA-001856, attached as **Exhibit "C"**. Closing shall occur within thirty (30) days after entry of the Stipulated Final Judgment, unless extended by mutual agreement in writing signed by the Parties (the "Closing Date"), at the offices of CFX's attorney or designated title company or any other place which is mutually acceptable to the Parties. Without limiting the foregoing, Closing may take place by mail or courier. Seller shall have the right to terminate this Agreement if the approvals required by this paragraph are not obtained by May 30, 2026.

(b) Seller shall pay all taxes, assessments and charges applicable to the Remainder for all years up to and including the date of Closing in accordance with Section 196.295, Florida Statutes. All general and special assessments and charges applicable to the Remainder shall be prorated as of the Property Closing Date between Seller and CFX. At Closing, the Seller shall pay CFX (or the Closing Agent) Seller's pro rata share of such other taxes, assessment and charges as determined by any and all applicable federal, state, county, municipal, or other governmental department or entity, or any authority, commission, board, bureau, court, community development district, or agency having jurisdiction over the Remainder ("Governmental Authority"). If the real property ad valorem taxes, general assessments and charges applicable to the Remainder are not available at Closing, then they shall be estimated based upon the most recent information available. If the Closing occurs in November or December, Seller shall be responsible for the entire year's tax liability.

a. Seller is responsible for delivering marketable title to CFX. Marketable title shall be determined according to applicable title standards adopted by the Florida Bar in accordance with Florida Law subject only to those exceptions that are acceptable to CFX ("Permitted Exceptions"). Seller shall be liable for any encumbrances not disclosed in the public records or arising after closing as a result of actions of the Seller. Title shall transfer as of the Closing Date and Seller shall deliver possession of the Property to CFX at Closing free of any tenancies, occupants or personal property. Seller shall have a reasonable time to extend the Closing to clear or bond off any title encumbrances not signed by Seller and not

For Signature

listed on CFX's title commitment provided to Seller's counsel on 1/13/2026.

(c) At the Closing, Seller shall execute and deliver to CFX a Special Warranty Deed (the "Deed") in substantially the form and content attached hereto as **Exhibit "D"** and incorporated herein by reference, conveying marketable record title to the Remainder to CFX, subject only to the Permitted Exceptions. In the event any mortgage, lien or other encumbrance encumbers the Remainder at Closing and is not paid and satisfied by Seller, such mortgage, lien or encumbrance shall, at CFX's election, be satisfied and paid with the proceeds of the Purchase Price, subject to Seller's right to extend the Closing for a reasonable time as outlined in the previous paragraph.

(d) If ownership of the Property is held in a partnership, limited partnership, corporation, trust or any form of representative capacity specified in **Section 286.23, Florida Statutes,** Seller shall execute and deliver an affidavit in substantially the form and content attached hereto as **Exhibit "E"** and incorporated herein by reference. Seller shall also execute a closing statement, an owner's affidavit including matters referenced in **Section 627.7842(b), Florida Statutes**, and such other typical and customary documents as needed to convey marketable record title to the Remainder as provided herein.

(e) Seller and CFX agree that this Agreement, along with the orders and judgment entered in the Lawsuit, including Seller's extended possession granted in the Order of Taking, represents the full and final agreement for the herein described sale and purchase and no other agreements or representations, unless incorporated into this agreement, shall be binding on the Parties

(f) Because CFX is purchasing the Property, the Access Easement Agreement attached to the Stipulated Order of Taking entered on August 22, 2025, as Exhibit B is no longer necessary for Seller to access the Property and the Parties agree that CFX is under no obligation to provide the easement once extended possession expires. Notwithstanding the foregoing, Seller is executing this Agreement and stipulating to the terms in the proposed final judgment based on a representation and warranty from CFX that it will provide the planned access easement for the other property owners sued in the takings for this project.

5. **General Provisions.** No failure of either Party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either Party's right to demand exact compliance with the terms hereof. This Agreement, and the orders and Judgment in the Lawsuit contains the entire agreement of the Parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the Parties not embodied herein shall be of any force or effect. Any amendment to this Agreement shall not be binding upon any of the Parties hereto unless such amendment is in writing and executed by Seller and CFX. The provisions of this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective heirs, administrators, executors, personal representatives, successors and

assigns. Time is of the essence of this Agreement. Wherever under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday, or Legal Holiday, such time for performance shall be extended to the next business day. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement. The headings inserted at the beginning of each paragraph of this Agreement are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph. Seller and CFX do hereby covenant and agree that such documents as may be legally necessary or otherwise appropriate to carry out the terms of this Agreement shall be executed and delivered by each Party at Closing. This Agreement shall be interpreted under the laws of the State of Florida. The Parties hereto agree that venue for any legal action authorized hereunder shall be in the courts of Polk County, Florida. TIME IS OF THE ESSENCE OF THIS AGREEMENT AND EACH AND EVERY PROVISION HEREOF. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

6. **Notices.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, within three (3) days after depositing with the United States Postal Service, postage prepaid by registered or certified mail, return receipt requested, or within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed at the address first set forth above or as designated in a written notice given in accordance with this paragraph, and an electronic email copied to the party's respective counsel.

7. **Not an Offer**. Notwithstanding anything to the contrary in this Agreement, in the event that the transaction under this Agreement does not close, this Agreement shall not be deemed a written offer nor admissible in any subsequent eminent domain proceeding with respect to the Property.

8. **Waiver of Jury Trial**. SELLER AND CFX VOLUNTARILY WAIVE A TRIAL BY JURY IN ANY LITIGATION OR ACTION ARISING FROM THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, NOTHING HEREIN SHALL BE DEEMED TO WAIVE SELLER'S RIGHT TO A JURY TRIAL IN ANY EMINENT DOMAIN LITIGATION.

9. **No Representation or Warranty of Facilities**. Seller acknowledges and agrees that this Agreement is not contingent upon CFX's construction of any specific transportation facilities or improvements and the design and location of any contemplated or proposed transportation facilities are not guaranteed. This paragraph shall survive closing.

10. **Effective Date**. When used herein, the term "Effective Date" or the phrase "the date hereof" or "the date of this Agreement" shall mean the last date that either CFX or Seller executes this Agreement.

Proposed

11. **Release of CFX**. Seller hereby agrees, acknowledges and understands that the Property is being acquired by CFX in connection with a planned limited access highway project. By execution of this Agreement, Seller acknowledges and agrees that as of the date of Seller's execution and delivery of the deed, Seller shall thereby release and discharge CFX, of and from all, and all manner of causes of action, suits, claims, damages, judgments, in law or in equity, which Seller ever had, then has, or which any personal representative, successor, heir or assign of Seller, thereafter can, shall or may have, against CFX, for, upon or by reason of any matter, cause or thing whatsoever, arising out of or in any way connected with Seller's conveyance of the Property to CFX, including, without limitation, any claim for loss of access to Seller's remaining property, severance damages to Seller's remaining property, business damages or any other damages. Nothing herein shall be deemed to release CFX from its obligations or liabilities under this Agreement. A covenant shall be contained in the deed acknowledging Seller's agreement to the foregoing.

12. **Special Conditions.** , Seller did not prepare the legal descriptions used in the Agreement, the closing documents, and the Lawsuit of the Property, Remainder, or Parcel 53-217, nor has Seller hired a surveyor verify such descriptions. Accordingly, notwithstanding any statement to the contrary, Seller shall have no liability or claim resulting from an inaccurate legal description. This provision shall survive the Closing.

[Signatures on following pages].

Proposed

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed in their respective names as of the date first above written.

WITNESSES:

Jan 14, 2026
Print Name: DAVID GLADDEN
Address: 441 EASY ST LOT 8
ST. AUGUSTINE FL 32086

Rikesh Patel
Print Name:
Address: 4255 US 1 South
Suite 18 St. Augustine FL
32086.

"SELLER"

Roland Cordero
ROLAND CORDERO

Dated: Jan 14, 2026

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization on this 14 day of January 2026, by Roland Cordero. He is [ ] personally known to me OR [✓] produced Florida driver Lic. as identification.

[Affix Seal]

RIKESHKUMAR PATEL
MY COMMISSION # HH 404917
EXPIRES: July 10, 2027

Signature of Notary Public - State of Florida
Print Name: RikeshKumar Patel
Commission No.: HH404917
My Commission Expires: 07/10/2027

Proposed

"CFX"

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

ATTEST:

_____
Regla ("Mimi") Lamaute
Manager of Executive and Board Services

By: _____
CFX Chairman

Printed Name: _____

Date: _____

WITNESSES:

_____
Print Name: _____
Address: _____
_____

Approved as to form and legality for the exclusive reliance of the Central Florida Expressway Authority.

MARCHENA & GRAHAM, P.A.

_____
Print Name: _____
Address: _____
_____

By: _____
Marcos Marchena, Right of Way Counsel

Date: _____

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization on this ____ day of _____, 2026, by _____, as Chairman of the Central Florida Expressway Authority, on behalf of the organization. He is [ ] personally known to me OR [ ] produced _____ as identification.

[Affix Seal]

_____
Signature of Notary Public - State of Florida
Print Name: _____
Commission No.: _____
My Commission Expires: _____

Proposed

EXHIBIT "A"

LEGAL DESCRIPTIONS and SKETCHES OF PARCEL 53-217

Proposed

EXHIBIT A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 538 (POINCIANA PARKWAY - SEGMENT 2)
PROJECT NO. 538-235
PARCEL 53-217 PARTS A-B
PURPOSE: LIMITED ACCESS RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

PART A

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 8898, PAGE 2107 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 5-INCH BY 5-INCH CONCRETE MONUMENT WITH BRASS DISK STAMPED "OSCEOLA COUNTY T25S/R27E 1964 FLORIDA J" MARKING THE WEST QUARTER CORNER OF SECTION 31, TOWNSHIP 25 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 31, SOUTH 00°41'53" WEST, A DISTANCE OF 2644.67 FEET TO THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST POLK COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 6 SOUTH 00°07'07" EAST, A DISTANCE OF 1160.03 FEET TO A POINT ON THE NORTH LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 8898, PAGE 2107; THENCE ALONG SAID NORTH LINE SOUTH 89°43'12" WEST, A DISTANCE OF 132.14 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID NORTH LINE SOUTH 89°43'12" EAST, A DISTANCE OF 460.03 FEET TO A POINT ON THE POLK/OSCEOLA COUNTY LINE; THENCE ALONG SAID COUNTY LINE SOUTH 27°04'46" EAST, A DISTANCE OF 371.56 FEET TO A POINT ON THE SOUTH LINE OF SAID DESCRIBED LANDS; THENCE ALONG SAID SOUTH LINE NORTH 89°43'12" WEST, A DISTANCE OF 379.78 FEET; THENCE NORTH 36°58'40" WEST, A DISTANCE OF 414.61 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW TO, FROM OR ACROSS ANY STATE ROAD 538 RIGHT OF WAY PROPERTY WHICH MAY OTHERWISE ACCRUE TO ANY PROPERTY ADJOINING SAID RIGHT OF WAY.

CONTAINING 3.181 ACRES, MORE OR LESS.

Proposed

SEE SHEETS 3 AND 4 FOR SKETCH OF DESCRIPTIONS
SEE SHEET 5 FOR GENERAL NOTES AND LEGEND

REVISION	BY	DATE
ADD PARTS TO PARCEL NO.	R. REBELLO	05/08/2024

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY

STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY

	BY	DATE
DRAWN	R. REBELLO	02/28/2023
CHECKED	M. SHATTO	03/08/2023

WBQ DESIGN & ENGINEERING, INC. LB7963
201 N MAGNOLIA AVE. SUITE 200, ORLANDO, FLORIDA 32801. PHONE: (407) 839-4300

DATA SOURCE: SEE GENERAL NOTES, SHEET 5

SECTION N/A

SHEET 1 OF 5

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 538 (POINCIANA PARKWAY - SEGMENT 2)
PROJECT NO. 538-235
PARCEL 53-217 PARTS A-B
PURPOSE: RIGHT OF WAY
ESTATE: FEE SIMPLE

LEGAL DESCRIPTION

PART B

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, POLK COUNTY, FLORIDA BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 8898, PAGE 2107 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND 5-INCH BY 5-INCH CONCRETE MONUMENT WITH BRASS DISK STAMPED "OSCEOLA COUNTY T25S/R27E 1964 FLORIDA J" MARKING THE WEST QUARTER CORNER OF SECTION 31, TOWNSHIP 25 SOUTH, RANGE 28 EAST, OSCEOLA COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 31 SOUTH 00°41'53"WEST, A DISTANCE OF 2644.67 FEET TO THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST POLK COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 6 SOUTH 00°07'07" EAST, A DISTANCE OF 1160.03 FEET TO A POINT ON THE NORTH LINE OF SAID DESCRIBED LANDS AND THE POINT OF BEGINNING; THENCE ALONG SAID NORTH LINE SOUTH 89°43'12" EAST, A DISTANCE OF 132.14 FEET; THENCE SOUTH 36°58'40" EAST, A DISTANCE OF 414.61 FEET TO A POINT ON THE SOUTH LINE OF SAID DESCRIBED LANDS; THENCE ALONG SAID SOUTH LINE NORTH 89°43'12" WEST, A DISTANCE OF 226.15 FEET; THENCE NORTH 36°58'40" WEST, A DISTANCE OF 257.90 FEET TO AFOREMENTIONED WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 6; THENCE ALONG SAID WEST LINE NORTH 00°07'07" WEST, A DISTANCE OF 124.74 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.579 ACRES, MORE OR LESS.

CONTAINING IN THE AGGREGATE 4.760 ACRES, MORE OR LESS.

Proposed

SEE SHEETS 3 AND 4 FOR SKETCH OF DESCRIPTIONS
SEE SHEET 5 FOR GENERAL NOTES AND LEGEND

REVISION	BY	DATE
ADD PARTS TO PARCEL NO.	R. REBELLO	05/08/2024

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY

STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY

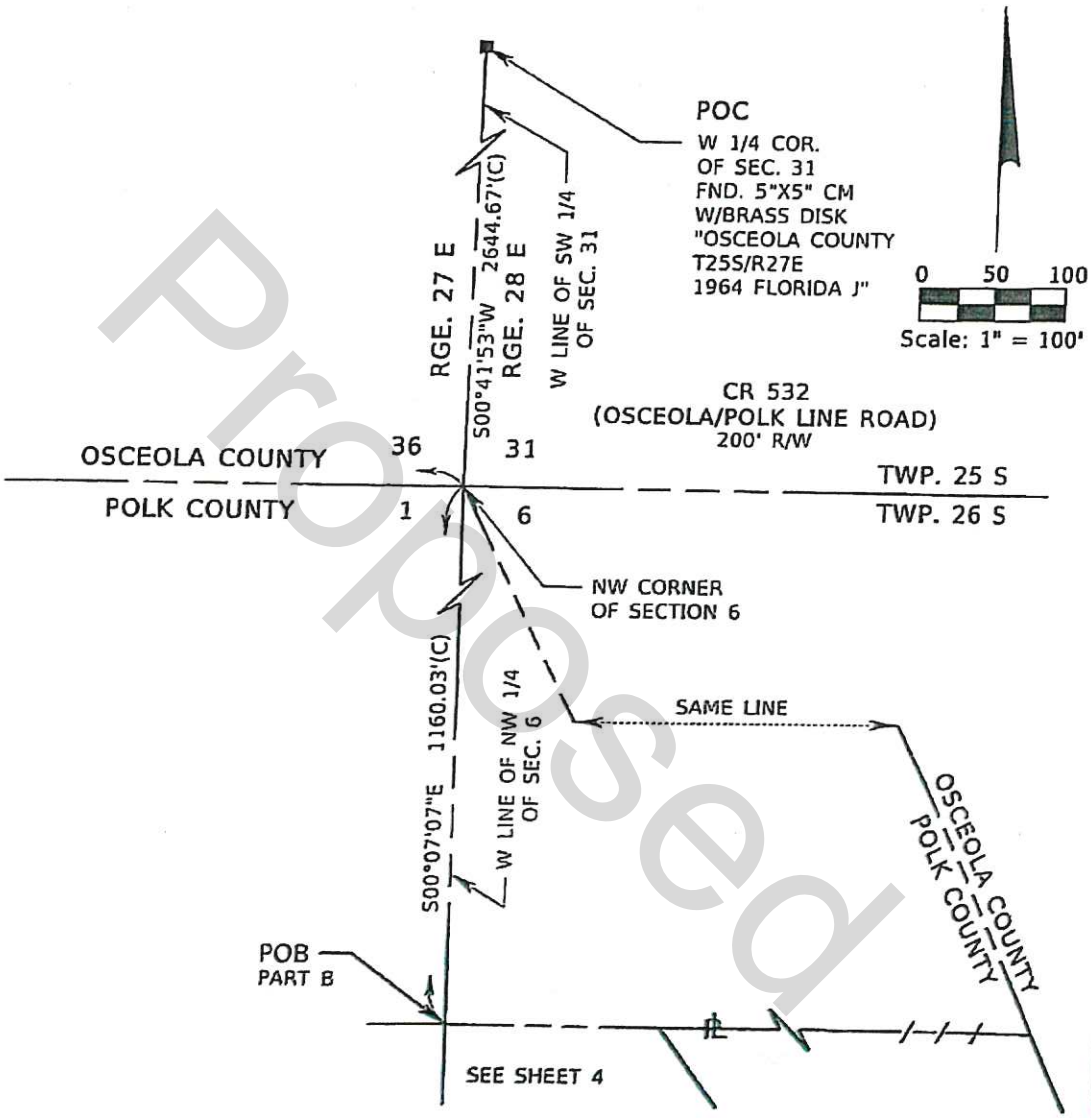
	BY	DATE
DRAWN	R. REBELLO	02/28/2023
CHECKED	M. SHATTO	03/08/2023

WBQ DESIGN & ENGINEERING, INC. LB7963
201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801. PHONE: (407) 839-4300

DATA SOURCE: SEE GENERAL NOTES, SHEET 5

SECTION N/A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 538 (POINCIANA PARKWAY - SEGMENT 2)
PROJECT NO. 538-235
PARCEL 53-217 PARTS A-B

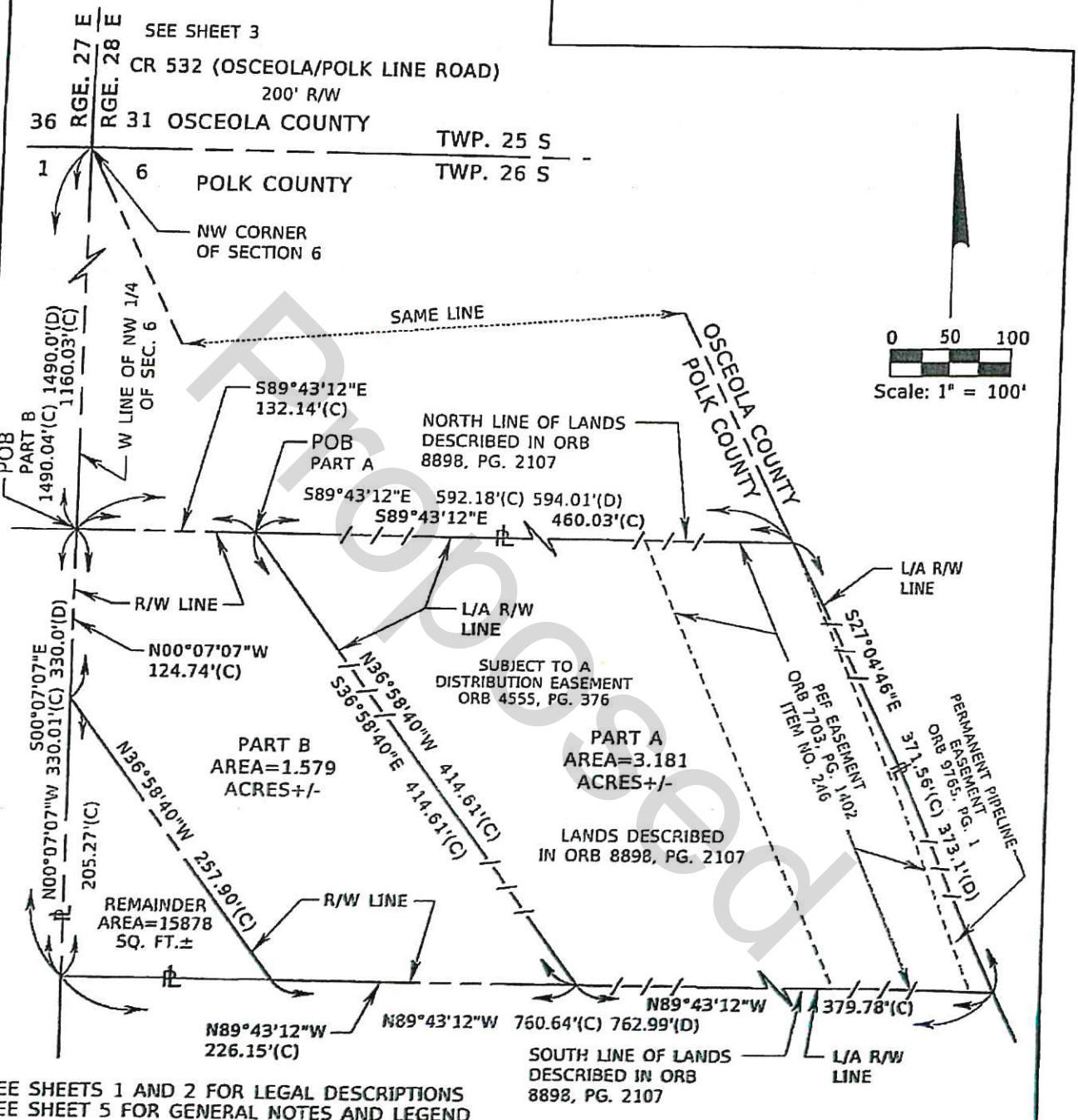


Proposed

SEE SHEETS 1 AND 2 FOR LEGAL DESCRIPTIONS
SEE SHEET 5 FOR GENERAL NOTES AND LEGEND

			CENTRAL FLORIDA EXPRESSWAY AUTHORITY				
			SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY				
			STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY				
				BY	DATE	WBQ DESIGN & ENGINEERING, INC. LB7953 201 N MAGNOLIA AVE. SUITE 200, ORLANDO, FLORIDA, 32801. PHONE: (407) 839-4300	DATA SOURCE: SEE GENERAL NOTES, SHEET 5
ADD PARTS TO PARCEL NO.	R. REBELLO	05/08/2024	DRAWN	R. REBELLO	02/28/2023		
REVISION	BY	DATE	CHECKED	M. SHATTO	03/08/2023	SECTION N/A	SHEET 3 OF 5

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 538 (POINCIANA PARKWAY - SEGMENT 2)
PROJECT NO. 538-235
PARCEL 53-217 PARTS A-B



Proposed

SEE SHEETS 1 AND 2 FOR LEGAL DESCRIPTIONS
SEE SHEET 5 FOR GENERAL NOTES AND LEGEND

REVISION	BY	DATE
ADD PARTS TO PARCEL NO.	R. REBELLO	05/08/2024
REVISE AREA PART B	D. WILLIAMS	02/01/2023

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SKETCH OF DESCRIPTION - THIS IS NOT A SURVEY

STATE ROAD NO. 538/POINCIANA PARKWAY - SEGMENT 2 POLK/OSCEOLA COUNTY

	BY	DATE
DRAWN	R. REBELLO	02/28/2023
CHECKED	M. SHATTO	03/08/2023

WBQ DESIGN & ENGINEERING, INC. LB7953
201 N MAGNOLIA AVE, SUITE 200, ORLANDO, FLORIDA, 32801, PHONE: (407) 839-4300

DATA SOURCE: SEE GENERAL NOTES, SHEET 5

SECTION N/A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SR 538 (POINCIANA PARKWAY - SEGMENT 2)
PROJECT NO. 538-235
PARCEL 53-217 PARTS A-B

GENERAL NOTES

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.

2. THE BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 26 SOUTH, RANGE 28 EAST, BEING SOUTH 00°07'07" EAST, BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE (0901), 1983 NORTH AMERICAN DATUM, 2011 ADJUSTMENT.

3. PREPARED WITH THE BENEFIT OF PROPERTY INFORMATION REPORT PREPARED BY AMERICAN GOVERNMENT SERVICES CORPORATION FILE NO. 30362-217 DATED 12/01/2020 AT 8:00 A.M., UPDATED 3/16/2023 AT 8:00 A.M. AND UPDATED 3/11/2024 AT 8:00 A.M.

LEGEND

CHD. = CHORD DISTANCE
CB = CHORD BEARING
℄ = CENTERLINE
(C) = CALCULATED DATA
CCR = CERTIFIED CORNER RECORD
CFX = CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CO. = COUNTY
CM = CONCRETE MONUMENT
CR = COUNTY ROAD
CSX = CHESSIE SEABOARD CONSOLIDATED
D = DEGREE
(D) = DEED DATA
DB = DEED BOOK
DR. = DRIVE
Δ = DELTA (CENTRAL ANGLE)
FND. = FOUND
(F) = FIELD
FDOT = FLORIDA DEPARTMENT OF TRANSPORTATION
ID = IDENTIFICATION
IP = IRON PIPE
IR = IRON ROD OR REBAR
IRC = IRON ROD AND CAP
L = LENGTH OF CURVE
LB = LICENSED BUSINESS
L/A = LIMITED ACCESS
MON. = MONUMENTATION/MONUMENT
NO. = NUMBER
N/A = NOT APPLICABLE
NL = NAIL
N&D = NAIL & DISK
NT = NON-TANGENT
NTS = NOT TO SCALE
OR = OFFICIAL RECORD
ORB = OFFICIAL RECORD BOOK
PG. = PAGE
PLS = PROFESSIONAL LAND SURVEYOR
℄ = PROPERTY LINE
(P) = PLAT DATA
PB = PLAT BOOK
PEF = PROGRESS ENERGY FLORIDA
PC = POINT OF CURVATURE
PI = POINT OF INTERSECTION
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
P.O.T. = POINT ON TANGENT
PT = POINT OF TANGENCY
PROJ. = PROJECT
R = RADIUS
RR = RAILROAD
RGE. = RANGE
REF. = REFERENCE
R/W = RIGHT OF WAY
SEC. = SECTION
SR = STATE ROAD
SQ. FT. = SQUARE FEET
T = TANGENT
TB = TANGENT BEARING
TC = TANGENT TO CURVE
TWP. = TOWNSHIP
UE = UTILITY EASEMENT

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION IS IN ACCORDANCE WITH THE STANDARDS OF PRACTICE AS REQUIRED BY CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

MARTIN J. SHATTO, PSM
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER NO. 5219
THE SEAL ON THIS DOCUMENT WAS AUTHORIZED BY MARTIN J. SHATTO ON 3/28/2024.

MARTIN JOSEPH SHATTO License Number 5219 STATE OF FLORIDA Registered Land Surveyor

SEE SHEETS 1 AND 2 FOR LEGAL DESCRIPTIONS
SEE SHEET 3 AND 4 FOR SKETCH OF DESCRIPTION

Proposed

EXHIBIT "B"

WARRANTY DEED COVEYING TITLE TO SELLER AS TO PARCEL 28-26-06-000000-033040

Proposed

EXHIBIT B

INSTR # 2013045982
BK 08898 PG 2107 PG(s)1
RECORDED 03/12/2013 01:04:57 PM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
DEED DOC 700.00
RECORDING FEES 10.00
RECORDED BY J Christmas

This Instrument Prepared by and Return to::
Brenda Liriano
Stewart Approved Title, Inc.
1201 Emmett Street
Kissimmee, Florida 34741
as a necessary incident to the fulfillment of conditions contained in a title insurance commitment issued by it.

Property Appraisers Parcel I.D. (Folio) Number(s):
28-26-06-000000-033040
File No:1310193

WARRANTY DEED

This Warranty Deed Made the 7th day of March, 2013, by Luis M. Vela, a married man, hereinafter called the grantor, whose post office address is: 1140 INDIAN RIDGE TRAIL E., KISSIMMEE, FL 34747

to Roland Cordero, a married man, hereinafter called the grantee whose post office address is: 1020 JASON RIDGE COURT, KISSIMMEE, FL 34747

WITNESSETH: That said grantor, for and in consideration of the sum of $100,000.00 Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Polk County, Florida, viz:

Beginning at the point of South 00 degrees 30'04" East, 1490.0 feet from the Northwest corner of Section 6, Township 26 South, Range 28 East, Polk County, Florida, run thence North 00 degrees 30'04" West 330.0 feet, run thence South 89 degrees 36'05" East 594.01 feet to the Polk-Osceola County line, run thence South 27 degrees 25'42" East along said County line 373.1 feet; run thence North 89 degrees 36'05" West 762.99 feet to the POINT OF BEGINNING.

THE PROPERTY DESCRIBED HEREIN IS NOT THE HOMESTEAD PROPERTY OF THE GRANTOR AS DEFINED BY ARTICLE X OF THE FLORIDA CONSTITUTION

The property is not the homestead of the Grantor(s).
TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.
To Have and to Hold, the same in fee simple forever.
And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31st, 2012, reservations, restrictions and easements of record, if any.
(The terms "grantor" and "grantee" herein shall be construed to include all genders and singular or plural as the context indicates.)
In Witness Whereof, Grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Signature: _____
Printed Name: Brenda Liriano

Luis M. Vela

Witness Signature: _____
Printed Name: J.A Grenier

Witness Signature: _____
Printed Name:

Witness Signature: _____
Printed Name:

INSTR # 2013069517
BK 08929 PG 1385 PG(s)1
RECORDED 04/15/2013 07:53:13 AM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES 10.00
RECORDED BY J Christmas

STATE OF Florida
COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this 1 day of March 2013 by Luis M. Vela, a married man, who is/are personally known to me or who has/have produced driver license(s) as identification.

My Commission expires:

_____
Notary Public: Printed Name:
Serial Number

Notary Public State of Florida
Brenda Liriano
My Commission EE062399
Expires 04/19/2015

NOTE: THIS IS BEING RE-RECORDED TO ADD A 2nd WITNESS.

Proposed

EXHIBIT "C"

STIPULATED FINAL JUDGMENT IN CASE NO.: 2025-CA-001856

Proposed

IN THE CIRCUIT COURT OF THE TENTH JUDICIAL CIRCUIT IN AND FOR POLK COUNTY, FLORIDA

CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and corporate, and an agency of the state, under the laws of the State of Florida,

Petitioner,

v.

ROLAND CORDERO, ELIO GARY LOZANO, NELVIS LOZANO, ANA E. LOZANO, et al.,

Respondents.

_____/

Case No.: 2025-CA-001856

Parcel No.(s): 53-217 A & B

Proposed

STIPULATED FINAL JUDGMENT AS TO PARCEL 53-217 A & B

THIS CAUSE came on for consideration by the Court, upon Stipulation and Motion for entry of this Stipulated Final Judgment made by the Petitioner, CENTRAL FLORIDA EXPRESSWAY AUTHORITY, (hereinafter "Petitioner" and "CFX"), and Respondent, ROLANDO CORDERO (hereinafter "Respondent") as the former owners of Parcel 53-217, and it appearing to the Court that the parties were authorized to enter into such motion, and the Court finding that the compensation to be paid by the Petitioner is full, just, and reasonable for all parties concerned and the Court being otherwise fully advised in the premises, it is now, therefore

ORDERED AND ADJUDGED as follows:

1. As of the date the Petition was filed, Respondent owned real property located in Polk County, Florida, known as Parcel ID: 28-26-06-000000-033040, that was approximately 5.125 gross acres, as described in the Warranty Deed recorded on March 12, 2013, at OR Book 08898, Page 2107 of the Polk County Public, legal described as:

> Beginning at the point of South 00 degrees 30'04" East, 1490.0 feet from the Northwest corner of Section 6, Township 26 South, Range 28 East, Polk County, Florida, run thence North 00 degrees 30'04" West 330.0 feet, run thence South 89 degrees 36'05" East 594.01 feet to the Polk-Osceola County line, run thence South 27 degrees 25'42" East along said County line 373.1 feet; run thence North 89 degrees 36'05" West 762.99 feet to the POINT OF BEGINNING.

The foregoing described property is the "Parent Tract"). A portion of the Parent Tract was conveyed to CFX by way of the Order of Taking entered in this action and CFX's good faith deposit into the court registry. The remaining portion of the Parent Tract not included in Parcel 53-217 is identified as the "Remainder" in this Order. The Parties have a mutual interest in the conveyance of the Remainder to CFX, in addition to Parcel 53-217.

2. Contingent on CFX Right of Way Committee and CFX Board of Directors approval, CFX has agreed to purchase the Remainder, and the Respondent has agreed in a sale agreement between Respondent and CFX (the "Purchase Agreement") to execute a Special Warranty Deed to transfer title of the Remainder to CFX within thirty (30) days of entry of this Stipulated Final Judgment.

3. That pursuant to the parties' Purchase Agreement in combination

Proposed

with this Stipulated Final Judgment, the Respondent shall recover of and from the Petitioner the sum of **ONE MILLION FOUR HUNDRED NINETY-FIVE THOUSAND ONE HUNDRED NINE AND 13/100 DOLLARS ($1,495,109.13)**, the "Purchase Price" pursuant to the Purchase Agreement between the Parties, in full and final satisfaction of all claims made by Respondent, his successors and assigns for Parcel 53-217 and the Remainder for all severance damages, business damage, tort damages, if any, and all other damages and claims including attorneys' fees and litigation costs, and expert fees and costs, pursuant to §§ 73.091 and 73.092, *Fla. Stat.* The Purchase Price is subject to apportionment claims related to the Parent Tract asserted by the Polk County Tax Collector, by any party to this lawsuit, or the other Polk County lawsuit related to the Poinciana Parkway Project known as *Central Florida Expressway Authority v. W.T. Paul Liau, et al.*, Case No. 2025-CA-000613. Respondent shall pay the above apportionment claims, if any, and pro rata taxes due on the Remainder as set forth in the Purchase Agreement.

4. Upon execution of the Special Warranty Deed, CFX will pay **SEVEN HUNDRED SIXTY-NINE THOUSAND THREE HUNDRED NINE AND 13/100 DOLLARS ($769,309.13),** this sum being the difference between CFX's initial deposit of SEVEN HUNDRED TWENTY-FIVE THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS ($725,800.00), and the final sum pursuant to Paragraph 3 herein to The Ort Law Firm, c/o Joseph D. Ort, Esquire, trust account as full compensation for Parcel 53-217 and the Remainder, and thereafter The Ort Law Firm shall disburse the funds as required by the Purchase Agreement.

Proposed

5. That the settlement amount pursuant to Paragraph 3 herein shall resolve all claims whatsoever, including claims of compensation arising from the taking of Parcel 53-217 and the Remainder, and severance damages, business damages, tort damages, interest, attorneys' fees, attorneys' costs, experts' fees, experts' costs, any other claim, but excluding fees and costs related to supplemental proceedings related to apportionment, if any, pursuant to §§ 73.091 and 73.092, *Fla. Stat.*

6. That title to Parcel 53-217 as properly described as Exhibit "A", which vested in CFX pursuant to the Stipulated Order of Taking entered on August 22, 2025, and deposited on September 4, 2025, heretofore made, is hereby approved, confirmed, and ratified.

7. Respondent shall be responsible for the preparation and transmittal of any I.R.S. 1099 forms as necessary and shall provide CFX with a disclosure form, if applicable, pursuant to § 286.23, *Fla. Stat.*

8. There shall be no further claim by Respondent, ROLAND CORDERO, and all parties claiming by, through, under or against said Respondent in this action, or as it relates to Parcel 53-217 and the Remainder, for any further monies from CFX, with exception of claims related to a breach of this Stipulated Final Judgment or the Purchase Agreement.

9. The Court reserves jurisdiction to enforce the terms of this Stipulated Final Judgment and the Purchase Agreement, and to address any title matters which may appear on the Property and impact the Parties' ability to satisfy their obligations under the Purchase Agreement and/or this Stipulated

Proposed

Final Judgment.

DONE AND ORDERED in Bartow, Polk County, Florida, this ___ day of _____, 2026.

_____
Honorable Ellen S. Masters
Circuit Judge

COPIES TO:
Marcos Marchena, Esquire
Primary: mmarchena@mgfirm.com
Secondary: kgraham@mgfirm.com
vdavid@mgfirm.com
richard.milian@nelsonmullis.com

Joseph D. Ort, Esquire
Primary: Joe@Ortlawfirm.com
Secondary: Rebecca@ortlawfirm.com

Proposed

EXHIBIT "D"

FORM OF SPECIAL WARRANTY DEED
FOR PROPERTY

THIS INSTRUMENT PREPARED BY
AND RECORD AND RETURN TO:

Marcos R. Marchena, Esq.
Marchena and Graham, P.A.
976 Lake Baldwin Lane, Suite 101
Orlando, FL 32814

R.E. Numbers: 28-26-06-000000-033040

Parcel 53-217 & Parent Tract
Project SR 538

This deed constitutes a conveyance to a state agency of the State of Florida as part of an out-of-court settlement of condemnation proceedings and is not subject to documentary stamp tax. See, Department of Revenue Rules 12B-4.014(13), F.A.C.

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, is made effective as of the ____ day of _____, 2026 (the "**Effective Date**"), by **ROLAND CORDERO**, whose address 1020 Jason Ridge Court, Kissimmee, Florida 34747 ("**Grantor**"), to and in favor of **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body corporate and an agency of the State of Florida, created by Part III of Chapter 348, Florida Statutes, whose address is 4974 ORL Tower Road, Orlando, Florida 32807 ("**Grantee**").

WITNESSETH:

The Grantor, for and in consideration of the sum of Ten and 00/100 Dollars ($10.00) and other valuable consideration, the receipt of which is hereby acknowledged, subject to the matters listed herein, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee, all that certain land situate in Polk County, Florida, more particularly described in **EXHIBIT "A"** attached hereto and incorporated herein by this reference (the "**Property**").

TOGETHER, with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

Proposed

TO HAVE AND TO HOLD, the Property in fee simple forever unto Grantee, its successor and assigns.

AND, Grantor hereby covenant with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good, right and lawful authority to sell and convey the Property and hereby warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through, or under Grantor.

SUBJECT TO all applicable zoning and other land use regulations or restrictions and those exceptions listed on **Exhibit "B"** attached hereto and incorporated herein by this reference (collectively, the "**Permitted Exceptions**"), but this reference shall not act to reimpose any of the same.

Grantor hereby agrees, acknowledges and understand that the Property is being acquired by Grantee in connection with a planned limited access highway project, and Grantee has the right, at any time, to record and establish the limited-access lines on and along real property owned by Grantee adjacent to any other real property owned or retained by the Grantor located adjacent to the any of Grantor's property. Grantor hereby waives and disclaims any claim against Grantee, in law or in equity, based upon the establishment of the limited-access lines. In no event shall Grantee be liable for any claims or damages based on the establishment of the limited-access lines, including, without limitation, any monetary, incidental, special, exemplary or consequential damages. Grantor hereby releases and forever discharges Grantee, of and from all claims in law or in equity, which Grantor ever had, then has, or which any personal representative, successor, heir or assign of Grantor, thereafter can, shall or may have, against Grantee for, upon or by reason of any matter, cause or thing whatsoever, arising out of or in any way connected with Grantor's conveyance of the Property, including, without limitation, any claim for loss of access to Grantor's remaining property, severance damages to Grantor's remaining property, loss or diminution of access, light, air or view, business damages or any other damages.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE APPEARS ON THE FOLLOWING PAGE]

Proposed

IN WITNESS WHEREOF, the said Grantor has hereunto set their hand and seal the day and year first above written.

Signed, sealed and delivered
in the presence of:

"GRANTOR"

_____
ROLAND CORDERO

_____

Print Name:_____

_____

Print Name:_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn to before me by means of [ ] physical presence or [ ] online notarization on this ____ day of _____, 2026, by **ROLAND CORDERO**. He is personally known to me [__] OR produced _____ as identification.

_____
Notary Public
Printed Name:_____
Commission No.:_____
My Commission Expires:_____

Permitted Exceptions, and Exhibit B to this deed to include:

Any easement, access, or other claims associated with use of the dirt road on or around the Property.

Grant of Easement in favor of Florida Southeast Connection recorded in Book 9765, Page 1.

The rights of any utility provider with an easement on the Property.

Proposed

EXHIBIT A

Beginning at the point of South 00 degrees 30'04" East, 1490.0 feet from the Northwest corner of Section 6, Township 26 South, Range 28 East, Polk County, Florida, run thence North 00 degrees 30'04" West 330.0 feet, run thence South 89 degrees 36'05" East 594.01 feet to the Polk-Osceola County line, run thence South 27 degrees 25'42" East along said County line 373.1 feet; run thence North 89 degrees 36'05" West 762.99 feet to the POINT OF BEGINNING LESS PARCEL 53-217 previously acquired.

Proposed

Issuing Office File Number: 2954.008- Parcel 53-217

SCHEDULE B, PART II—Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the Effective Date but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

2. Any rights, interests, or claims of parties in possession of the land not shown by the Public Records.

3. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land.

4. Any lien, for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the Public Records.

5. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the Land prior to Date of Policy, and any adverse claim to all or part of the Land that is, at Date of Policy, or was previously under water.

6. Taxes or special assessments not shown as liens in the Public Records or in the records of the local tax collecting authority, at Date of Policy.

7. Any minerals or mineral rights leased, granted or retained by current or prior owners.

8. Taxes and assessments for the year 2026 and subsequent years, which are not yet due and payable.

Proposed

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EXHIBIT B

NOTES FOR STANDARD EXCEPTIONS: Standard Exceptions for parties in possession, for mechanics liens, and for taxes or special assessments not shown as liens in the public records shall be deleted upon receipt of an acceptable Non-Lien and Possession Affidavit establishing who is in possession of the lands, that there are no liens or encumbrances upon the lands other than as set forth in the Commitment, that no improvements to the lands have been made within the past 90 days or are contemplated to be made before closing that will not be paid in full, and that there are no unrecorded taxes or assessments that are not shown as existing liens in the public records. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said affidavit.

Standard Exception(s) for questions of survey may be deleted upon receipt and review of a properly certified Survey meeting the Florida Minimum Technical Standards for all land surveys dated no more than 90 days prior to closing or such other proof as may be acceptable to the Company. Any Policies issued hereunder may be subject to a Special Exception for matters disclosed by said survey or proof.

Standard Exception 7 regarding minerals or mineral rights is amended to read as follows "Any minerals or mineral rights leased, granted or retained by current or prior owners, without right of entry".

9. Grant of Easement in favor of Florida Southeast Connection, LLC recorded in Book 9765, Page 1.

10. Terms and conditions of any existing unrecorded lease(s), and all rights of lessee(s) and any parties claiming through the lessee(s) under the lease(s).

Searched by: Sandra Taylor/Commercial Title Examiner - (407)691-5247 - sandtaylor@firstam.com

Note: All of the recording information contained herein refers to the Public Records of POLK County, Florida, unless otherwise indicated. Any reference herein to a Book and Page or Instrument Number is a reference to the Official Record Books of said county, unless indicated to the contrary.

Proposed

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EXHIBIT "E"

DISCLOSURE OF INTERESTS IN REAL PROPERTY

TO: Central Florida Expressway Authority
Attn: Executive Director
4974 ORL Tower Road
Orlando, Florida 32807

FROM:

SUBJECT: Disclosure of Beneficial Interests under Section 286.23, Florida Statutes
Parcel Identification Number: 28-26-06-000000-033040.

Pursuant to Section 286.23, Florida Statutes, the undersigned, after diligent search and inquiry, hereby states under oath, and subject to the penalties for perjury, that the name and address of each person having a legal or beneficial interest in the Property is as follows:

Name	**Address**
Roland Cordero	**c/o counsel, Joseph Ort, Esq.** **Ort Law Firm** **1305 East Plant Street** **Winter Garden, Fl 34787**

(Note: Any person identified above who is an employee or elected official of the Central Florida Expressway Authority must be identified as such.)

I swear and affirm that the information furnished herein is accurate as of the date hereof, and I agree to promptly disclose any changes in the information contained herein, or any errors in such information.

This disclosure is made under oath, and I understand that I am subject to penalties for perjury for any false information contained herein.

This disclosure is made pursuant to Section 286.23, Florida Statutes, in connection with a conveyance of the Property to the Central Florida Expressway Authority.

Proposed

Signed, sealed and delivered
in the presence of:

"SELLER"

By: _____

Print Name:_____

_____

Print Name:_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization this ____ day of _____, 2026, by _____, as _____, on behalf of the company. He/She is personally known to me or has produced _____ as identification.

_____
Notary Public
Printed Name:_____
Commission No.:_____
My Commission Expires:_____

Proposed

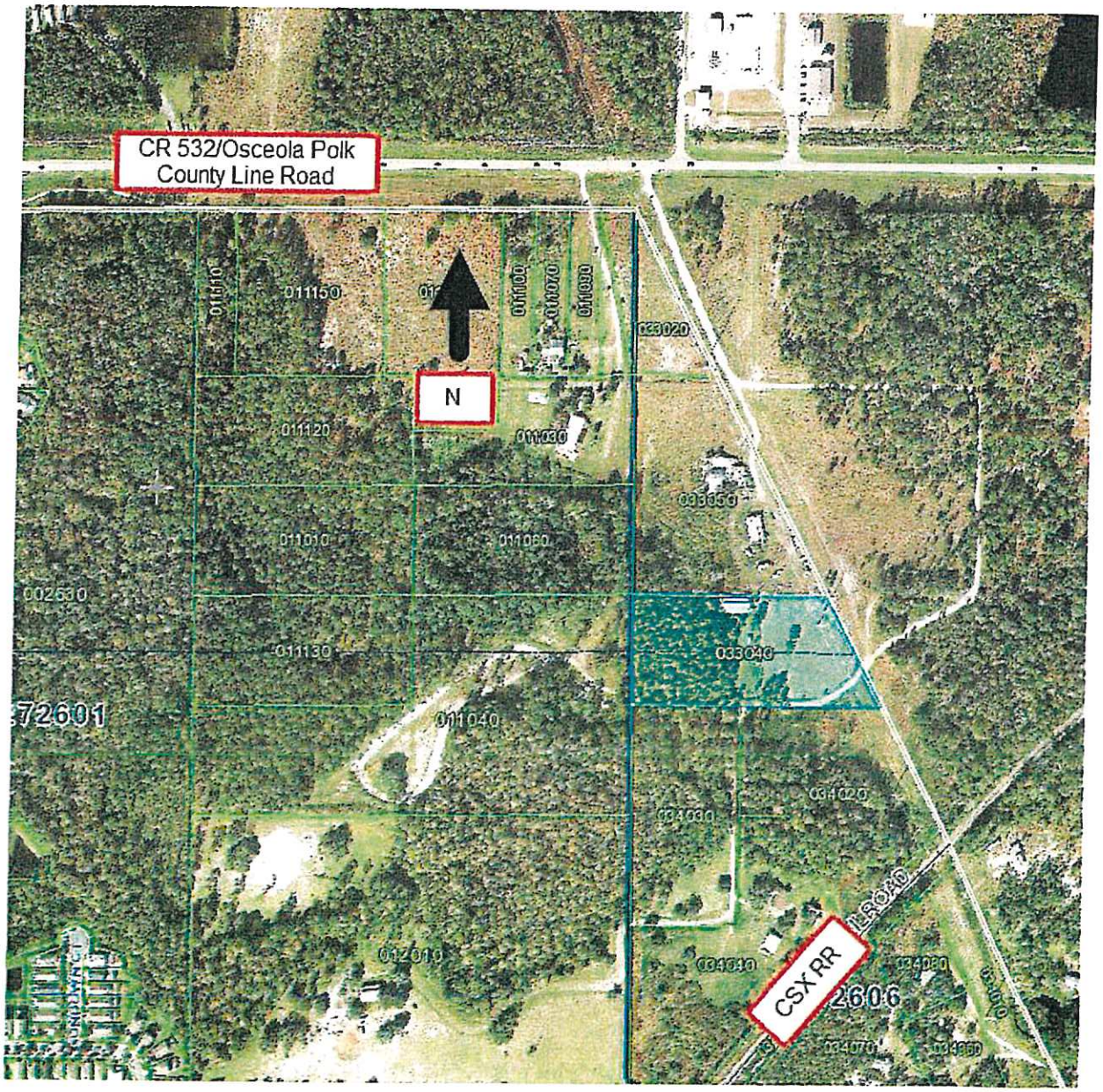
ATTACHMENT "B"

Aerial of Parcel 53-217 A & B and associated Parent Tract.

Parcel: 53-217AB
Project: SR 538 (Poinciana Pkwy.)

Aerial View of the Subject Parent Tract

Area of Parent Tract: 5.125 AC (223,223 SF)



CONSENT AGENDA ITEM
#13

MEMORANDUM

TO: CFX Board Members

FROM: Cristina T. Berrios
General Counsel

DATE: February 2, 2026

SUBJECT: Proposed Funding Agreement with the U.S. Army Corps of Engineers – Section 214 WRDA Expedited Permitting

---

The proposed Funding Agreement between the Central Florida Expressway Authority and the U.S. Army Corps of Engineers, Jacksonville District, allows CFX to provide funding to the Corps to support dedicated staffing and expedited review of Department of the Army permit applications for CFX transportation projects. This arrangement is authorized pursuant to Section 214 of the Water Resources Development Act.

Under the agreement, CFX will provide funding in an estimated amount of $260,000.00 per year, for a not-to-exceed total of $780,000.00 over a three-year term, subject to annual budgetary appropriation. The agreement does not guarantee permit approvals and expressly preserves the Corps' independent and impartial decision-making authority.

The agreement establishes defined performance targets, reporting and audit requirements, refund provisions for unexpended funds, and termination rights for either party. The agreement term extends through February 28, 2029, unless earlier terminated or extended by mutual agreement.

This is included in the Five Year Work Plan.

Board approval of the proposed Funding Agreement between the Central Florida Expressway Authority and the U.S. Army Corps of Engineers, is requested.

FUNDING AGREEMENT

between

THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY

and

THE U.S. ARMY CORPS OF ENGINEERS, JACKSONVILLE DISTRICT

THIS FUNDING AGREEMENT ("Agreement"), is entered into this ___ day of _____ 2026, between the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY** ("CFX"), located at 4974 ORL Tower Road, Orlando, FL, 32807, a political subdivision of the State of Florida, and the **U.S. ARMY CORPS OF ENGINEERS, JACKSONVILLE DISTRICT** ("Corps"), a Federal agency located at 701 San Marco Boulevard, Jacksonville, FL, 32207. CFX and the Corps may hereinafter be referred to collectively as the "Parties".

PREAMBLE: This Agreement establishes a mutual framework governing the respective responsibilities of the Parties for the Corps' acceptance and expenditure of funds contributed by CFX to provide expedited evaluations for CFX priority projects.

Proposed

RECITALS:

WHEREAS, CFX is a political subdivision of the State of Florida, created by the Florida Legislature and given those powers and responsibilities enumerated in Part III of Chapter 348, Florida Statutes, to include entering into contracts with public agencies, private corporations, or other persons; and

WHEREAS, the Corps has regulatory jurisdiction over certain activities occurring in waters of the United States under Section 404 of the Clean Water Act, 33 U.S.C. § 1344, in navigable waters of the United States under Section 10 of the Rivers and Harbors Act of 1899, 33 U.S.C. § 403, and ocean waters under Section 103 of the Marine Resources, Protection, and Sanctuaries Act, 33 U.S.C. § 1413; and

WHEREAS, CFX projects often require permits from the Corps under Section 404, Section 10, and Section 103 (collectively “DA permits”); and

WHEREAS, Section 214 of the Water Resources Development Act of 2000, as amended and codified at 33 U.S.C. § 2352 ("Section 214"), authorizes the Secretary of the Army, after public notice, to accept and expend funds contributed by a non-Federal public entity to expedite evaluation of DA permit applications from that entity related to projects or activities with a public purpose falling under the jurisdiction of the Corps; and

WHEREAS, the Corps is unable, within current staff resource constraints, to provide expedited evaluations of DA permit applications for CFX priority projects; and

WHEREAS, the Parties have determined that it will be mutually beneficial and serve to increase efficiencies within each agency to supplement Corps staffing above existing levels; and

WHEREAS, the Parties have determined that the agreed-upon staffing above existing levels at the Corps will provide expedited review of DA permit applications for CFX priority projects; and

WHEREAS, CFX is willing to contribute funds to the Corps to expedite the processing of its DA permit applications; and

WHEREAS, the Corps has determined that it is authorized pursuant to Section 214 to accept and expend funds contributed by non-Federal public entities to expedite the evaluation of DA permit applications; and

WHEREAS, CFX is a non-federal public entity for purposes of being eligible to contribute funds under Section 214; and

WHEREAS, the authority of the Secretary of the Army was delegated to the Assistant Secretary of the Army for Civil Works ("ASA-CW") by memorandum dated June 14, 2024, re-delegated to the Chief of Engineers by memorandum dated June 17, 2024, and further re-delegated to District and Division Commanders by memorandum dated June 18, 2024; and

WHEREAS, the ASA-CW, by memorandum dated January 19, 2018, issued implementation guidance on the establishment, management, and oversight of Section 214 funding agreements that allow the Corps to accept and expend funds to expedite the review of DA permit applications; and

WHEREAS, the Corps issued an initial Public Notice, dated January 16, 2026, indicating the Corps' intent to accept and expend funds contributed by CFX under Section 214; and

WHEREAS, CFX understands that this Agreement will result in expedited review, but in no way ensures favorable review of DA permit applications; and

WHEREAS, it is acknowledged and understood that the Corps will ensure that acceptance and expenditure of funds under this Agreement will not impact its impartial decision-making responsibilities and that the Corps' implementation of this Agreement and Corps' review of CFX's DA permit applications will be in accordance with all applicable federal laws and regulations.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I – SCOPE AND IMPLEMENTATION

A. CFX agrees to provide funding to the Corps in a total amount estimated at $260,000.00 for each year of the Agreement, as detailed in **Attachment A**, to expedite the review of DA permit applications for CFX priority projects identified in **Attachment C** hereto and any other such priority projects that may be identified in the future. The estimates set forth in **Attachment A** hereto are calculated based on an employee working full time on CFX projects, as described under this Agreement. (i.e. 40 hours per week, 52 weeks per year less leave, training (unless approved by CFX), and related non-project hours). The parties anticipate that this Agreement will be in effect for a minimum of three years, with the ability to extend for additional years, in accordance with Article VII, below. For the first funding period, as described in **Attachment A**, the Corps will submit an invoice within 30 days of execution of this Agreement, in accordance with Article I.E. CFX will provide payment within 30 days after receiving the invoice. For future funding periods, the Corps and CFX will meet annually at least 60 days prior to the next funding period to discuss workload, carry over funds, and funding for the upcoming year. It is expected any remaining funds will be applied to the next year and may reduce the payment in the upcoming year.

B. Funds must be provided in advance of the Corps providing any services under this Agreement. Funds must be sufficient for the Corps to provide services under this Agreement and application of the expedited review process by the Corps will not continue unless a positive balance of contributed funds exists. If the Corps' actual costs at any time during the term of the Agreement exceed the amount of funds provided for that FY, the Corps will notify CFX at least ninety (90) days prior to fund exhaustion

Proposed

of the incremental amount of funds needed to defray the remaining anticipated costs. CFX may decide to increase the total funding amount through an amendment to this Agreement to continue expedited service or agree, in writing, to a reduced level of service. If all funds provided by CFX are expended and not replenished, the Corps' review of CFX DA permit applications will be processed like those of other applicants and/or requesters that have not contributed funds under Section 214.

C. Funds contributed by CFX will primarily be expended on salary and overhead, as described herein, for Corps personnel performing expedited processing activities for CFX DA permit applications in order to achieve the performance targets set in **Attachment D**. For DA permit applications, activities may include, but are not limited to, the following: early project coordination**,** application intake review, correction of drawings, jurisdictional determinations, site visits, preparation of public notices, drafting of correspondence, conducting the public interest review, meetings with CFX and consultants, providing project status updates, preparation of draft permit decision documents and environmental compliance documentation, reviewing and closing out mitigation sites that have met performance standards. Funds will also be expended for the administration and tracking of the contributed funds and work performed and training approved by CFX. Funds will not be expended for review of the work of Project Managers by their supervisors and other persons or elements in the U.S. Army Corps of Engineers, Jacksonville District, or South Atlantic Division chain of command. Funds will not be expended for enforcement activities but may be used for DA permit compliance inspections and reviews.

D. The Corps will establish a separate account to track receipt and expenditure of funds associated with its review of CFX's DA permit applications and/or other programmatic efforts to support efficient decision-making related to CFX priority projects. Corps employees will charge their time against the appropriate account when they perform work to expedite the review of any CFX priority project or undertake other programmatic efforts to support efficient decision-making related to CFXs DA permit applications

E. The Corps shall submit an invoice to CFX's Chief Financial Officer with a copy to the CFX Principal Representative for funding on an advance payment basis for the funding period. The Corps shall submit an invoice requesting payment for the first funding period, as defined in **Attachment A**, to CFX within 30 days of Agreement execution for the amount indicated in **Attachment A**. For the second and third funding periods, as defined in **Attachment A**, the Corps will submit an invoice requesting payment no later than 30 days prior to 1 June for the amount indicated in **Attachment A**, minus any carryover funds from the previous funding period. CFX shall provide payment to the Corps within 30 days of receipt and approval of the invoice.

F. The Corps shall submit quarterly financial reports of costs incurred for activities to date and the estimated remaining costs for completing its review of CFX DA permit applications. Travel expenses shall be consistent with the Federal Travel Regulation and the Department of Defense Joint Travel Regulations.

G. Within 60 days after the Agreement either expires or is terminated in accordance with Article VIII., the Corps shall submit a reconciliation report to CFX. This report shall reconcile the amount due back, if any, to CFX based upon the difference between the first funding period estimate and the actual labor, benefit, and travel costs incurred. A report detailing these calculations, as well as supporting documentation including time-sheets and travel expenses/receipts, shall be submitted with this report. The resulting amount shall be refunded to CFX within 30 days after submittal of the reconciliation report to the address indicated below.

Proposed

H. The Corps shall send any refunded amount (as applicable) by electronic transfer to:

CFX Concentration Account c/o Wells Fargo
Bank Account Number: 2000007298279
Routing Number: 121000248

Payments by CFX are to be made preferably by electronic funds transfer in accordance with Standard Operating Procedure UFC 08 (**Attachment B**) or by check made payable to the following address:

USACE Jacksonville District
Attn: RM-F
701 San Marco Blvd Jacksonville, FL 32207

ARTICLE II – IMPARTIAL DECISION MAKING

It is understood and agreed by the Parties that to ensure the funds contributed by CFX will not impact impartial review and decision-making by the Corps, the following procedures will apply to all activities using funds provided by CFX under Section 214:

A. All final DA permit decisions and associated decision documents for matters where CFX funds are used must be reviewed and approved in writing by a responsible official that is at least one level above the decision-maker.

B. All final permit decisions for matters carried out using CFX funds will be posted to the Jacksonville District Regulatory Program public website.

C. The Corps will not use the process of expediting its evaluation to eliminate any procedures or decisions that would otherwise be required for the type of project and DA permit application under consideration.

D. The Corps shall comply with all applicable laws and regulations in conducting its evaluation of CFX permit applications.

E. The Parties to this Agreement act in an independent capacity in the performance of their respective functions under this Agreement, and neither shall be construed as the officer, agent, or employee of the other.

F. The Corps' participation in this MOA does not imply endorsement of CFX projects nor does it diminish, modify, or otherwise affect the Corps' statutory or regulatory authority

ARTICLE III – COMMUNICATIONS

A. To provide for consistent and effective communication between the Corps and CFX, each party shall appoint a Principal Representative to serve as the central point of contact on matters relating to this Agreement.

Proposed

B. As of the date of this Agreement, the Principal Representative for CFX is:

Glenn M. Pressimone, PE
Chief of Infrastructure
4974 ORL Tower Rd.
Orlando, FL 32807
(407) 690-5321
Glenn.Pressimone@cfxway.com

C. As of the date of this Agreement, the Principal Representative of the Corps is:

Andrew A. Kizlauskas
Chief, North Permits Branch, Regulatory Division
U.S. Army Corps of Engineers Jacksonville District
415 Richard Jackson Blvd., Ste. 411
Panama City Beach, FL 32407
(904) 304-9095
Andrew.A.Kizlauskas@usace.army.mil

Proposed

ARTICLE IV – APPLICABLE LAWS AND EFFECT OF AGREEMENT

This Agreement and all documents and actions pursuant to it shall be governed by the applicable statutes, regulations, directives, and procedures of the United States. This Agreement does not in any manner affect statutory authorities and responsibilities of the signatory parties. This Agreement is not intended, nor may it be relied upon, to create any rights in third parties enforceable in litigation with the United States or CFX. Any disputes arising from or relating to this Agreement not resolved by the informal nonbinding procedures in Article VI shall be resolved in an appropriate federal court applying federal law. Nothing in the preceding sentence suggests that any disagreement or dispute is subject to judicial review under federal law.

ARTICLE V – AVAILABILITY OF FUNDS

A. Implementation of this Agreement is subject to the requirements of the Anti-Deficiency Act, 31 U.S.C. § 1341, and the availability of Federal appropriated funds. With the exception of the receipt and expenditure of contributed funds as authorized by Section 214, as amended, nothing in this Agreement may be construed to require the obligation, appropriation, or expenditure of any money from the United States, in advance of an appropriation available for that purpose.

B. The amount expended under this Agreement shall be paid in accordance with, and subject to, the funding allocations for each CFX fiscal year indicated on **Attachment A**. Funding for each applicable funding period of this Agreement is subject to CFX budgetary appropriation. In the event CFX does not approve funding for any funding period, this Agreement shall terminate upon expenditure of the current funding, notwithstanding other provisions in this Agreement to the contrary. CFX will notify the Corps in writing if funding is not approved for this Agreement.

ARTICLE VI – DISPUTE RESOLUTION

In the event that a dispute arises between the Parties regarding application, interpretation, or implementation of the terms of the Agreement, the Parties will attempt to resolve the dispute at the staff

level of both Parties. In the event the dispute is not resolved at the staff level, the dispute will be elevated to the Parties' Principal Representatives for resolution. If resolution is not reached within thirty days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

ARTICLE VII – AMENDMENT, MODIFICATION

A. This Agreement may be amended or modified only by written, mutual agreement of the Parties as outlined above, executed by the Corps' District Engineer and CFX's Executive Director, or their designees. The amendment or modification shall become effective when executed by both Parties. This Agreement may be extended by mutual agreement of both Parties.

B. This Agreement may be extended beyond the termination date identified in Article VIII.A, by mutual agreement of the Parties, and in accordance with the procedures outlined in Article VII.A.

ARTICLE VIII – TERMINATION

A. Upon execution of this Agreement, it shall remain in effect through February 28, 2029, unless terminated earlier by either party as provided for in Article VIII.B below or extended by mutual consent of both Parties through an executed amendment, as provided for in Article VII.B.

B. Either party shall have the right to terminate this Agreement for convenience by providing 60 days' written notice to the other party's Principal Representative.

C. The Agreement will terminate if CFX does not approve funding for any funding period, in accordance with Article V.B, above.

ARTICLE IX – RECORD KEEPING

A. The Corps shall maintain records and CFX shall have inspection and audit rights as follows:

1. **Maintenance of Records:** The Corps shall maintain all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this Agreement, including supporting documentation for any service rates, expenses, research, or reports. Such records shall be maintained and made available for inspection for a period of five years from completing performance and receiving final payment under this Agreement.

2. **Examination of Records:** To the extent permitted by applicable law, CFX or its designated agent shall have the right to examine, in accordance with generally accepted governmental auditing standards, all records directly or indirectly related to this Agreement. Such examination may be made only within five years from the date of final payment under this Agreement and upon reasonable notice, time, and place.

3. **Extended Availability of Records for Legal Disputes:** In the event that CFX should become involved in a legal dispute with a third party arising from performance under this Agreement, at CFX's request, the Corps shall extend the period of maintenance for all records relating to the Agreement until the final disposition of the legal dispute, and all such records shall be made readily available to CFX.

Proposed

B. CFX shall allow public access to all documents and materials specifically related to performance of this Agreement in accordance with Florida public records laws. The Corps shall allow access to all documents and materials specifically related to performance of this Agreement in accordance with the provisions of the Freedom of Information Act, 5 U.S.C. § 552.

ARTICLE X – EFFECTIVE DATE

This Agreement shall be effective when signed by authorized representatives of CFX and the Corps, as of the date of the latter of these signatures.

[SIGNATURES ON FOLLOWING PAGE]

Proposed

IN WITNESS WHEREOF, the Parties or their duly authorized representatives hereby execute this Agreement.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

ATTEST: _____
Regla ("Mimi") Lamaute
Manager of Board Services

Date: _____

By: _____
CFX Chairman

Print Name: _____

Date: _____

Approved as to form by legal counsel to the Central Florida Expressway Authority on this 27th day of January, 2026, for its exclusive use and reliance.

By: _____
Cristina T. Berrios
General Counsel

U.S. ARMY CORPS OF ENGINEERS

By: _____
Brandon L. Bowman
Colonel, U.S. Army
District Commander

Date: _____

Proposed

ATTACHMENT A – CFX FUNDING PERIODS

First funding period: Fiscal Year 2026-27 – effective date to February 28, 2027
$260,000.00

Second funding period: Fiscal Year 2027-28 – March 1, 2027 to February 29, 2028
$260,000.00

Third funding period: Fiscal Year 2028-29 – March 1, 2028 to February 28, 2029
$260,000.00

Proposed

Estimated Costs:

TOTAL NOT-TO-EXCEED	**$780,000.00**

Notes:

- This not-to-exceed cost is based on an estimate of the number of potential work hours and work-related travel expenses multiplied by the actual hourly wage rate.
- The funds for each funding period will be provided to the Corps on an annual basis.
- The first funding period will begin upon execution of the Agreement, as defined in Article X.

ATTACHMENT B – USACE ELECTRONIC FUNDS TRANSFER PROCEDURE (UFC 08)

DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS
FINANCE CENTER
5722 INTEGRITY DRIVE
MILLINGTON TENNESSEE 38054-5005

CEFC-FD

September 16, 2022

To whom it may concern:

U.S. Army Corps of Engineers can receive funds via ACH/EFT using the following information:

Bank Name: Cash Link - ACH Receiver
Account Name: USACE Finance Center
Bank ABA Number: 051036706
Account Number: 220025
Bank Address: Riverdale, MD
Account Type: Checking

U.S. Army Corps of Engineers can receive funds via Wire Transfer using the following information:

Bank Name: Treas NYC/Funds Transfer Division
Account Name: Treas NYC/CTR/BNF/AC-00008736
Bank ABA Number: 021030004
Account Number: 00008736
Bank Address: Federal Reserve Bank New York City, NY

When funds are being transferred electronically, please let me know in advance so we can be on the lookout for payment.

If you have any questions or concerns, please contact me at Rachel.M.Wolff@usace.army.mil or (901)873-9080.

Sincerely,

Kevin J. Heath
Disbursing Officer
U.S. Army Corps of Engineers
Finance Center

Rachel M. Wolff
Disbursing Branch Supervisor
U.S. Army Corps of Engineers
Finance Center

Proposed

ATTACHMENT C – CFX PRIORITY PROJECTS

Project Name (Road Segment)	USACE Application #
408-175 SR 408 EB Widening from SR 436 to Goldenrod Road	
SR 408 Widening from Lake Sherwood to Kirkman Road	
SR 408 Widening from West of SR 50 to Lake Sherwood	
414-208 Maitland	
417-178 SR 417 Widening from SR 528 to Lee Vista Blvd.	
417-178 SR 417 Widening from Lee Vista Blvd. to Curry Ford Road	
417-178 SR 417 Widening from Curry Ford Road to SR 408	
417-151	
417-407 Curry Ford PV	
429-309- SR429/Binion Rd Interchange	
429-XXX SR 429 Widening from Seidel Road to N. of Schofield Rd:	
429-XXX SR 429 Widening from N. of Schofield Rd to N. of New Independence Pky.	
429-XXX SR 429 Widening from N. of New Independence Pky. to N. of Tilden Road	
516	SAJ-2021-03044
528-161	SAJ-2024-01142
SR 528 Widening from Innovation Way to Econlockhatchee River	
SR 528 Widening from East of Dallas Blvd. to SR 520	
528-184 Farm Access 2 (528-164)	
534-240 Segment 1a: 417 SB ramp extensions	
534: Phase 1 from SR 417 to Narcoossee Road	SAJ-2025-01187
534-241B Segment 1 - SR 534/SR417 Interchange	
534-244 Segment4 & 5: Narcoossee to Sunbridge Parkway	
534-266 Segment 6 Sunbridge Pkwy to S. of Cyrils Dr	
534-267 Segment 7 S. of Cyrils Dr to S. of Jack Brack Rd	
534-268 Segment 8 S. of Jack Brack Rd to Nova Rd	
538	SAJ-2025-01485

Proposed

ATTACHMENT D – PERFORMANCE METRICS AND TARGETS

Performance Metric	Performance Target
1) Pre-application consultation	Within 15 calendar days of meeting request by applicant with Corps Project Manager
2) Determination of completeness of applications and request for any necessary additional information to be provided by applicant	Within 15 calendar days of application submission, and as needed as determined by the Corps Project Manager if changes to project, scope, and/or conditions occur
3) Public Notice issuance	Within 15 calendar days after receipt of a complete application (including information received in a response to a request for additional information (RAI) that provides for a complete application)
4) Review of all Public Notice comments received, coordination with applicant, and responses to request for any additional information from applicant	Within 30 days, except for projects with a high volume and complexity of public comments received
5) Approved Jurisdictional Determinations	Within 120 days of the date the Corps Project Manager determines the jurisdictional package is complete
6) Draft appropriate documentation to support a recommended permit decision	Within 15- to 30-days (calendar) after receipt of all information and completed consultations from other agencies except for projects with a high degree of complexity
7) Individual permit decisions within 120 days after determination of a complete application, unless delayed by consultation/coordination for ESA (USFWS,NMFS), Section 106 (SHPO, NHPA), Section 408 (Federal Project), EPA, Section 401 WQC/CZMA, other outside agency beyond Corps control.	70% of those submitted annually
8) General permit decision (inclusive of Nationwide Permits) within 60 days after determination of a complete application, unless delayed by consultation/coordination for ESA (USFWS,NMFS), Section 106 (SHPO, NHPA), Section 408 (Federal Project), EPA, Section 401 WQC/CZMA, other outside agency beyond Corps control.	85% of those submitted annually

Proposed

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Proposed

CONSENT AGENDA ITEM
#14

MEMORANDUM

TO: CFX Board Members

FROM: Cristina T. Berrios
General Counsel

DATE: February 2, 2026

SUBJECT: Proposed Agreement Regarding Construction of Utilities between the Central Florida Expressway Authority and Sunshine Water Services Company, regarding the SR 516 Lake/Orange Expressway Project, Segment 516-236.

In connection with the SR 516 Lake/Orange Expressway Project, Segment 516-236, CFX must coordinate the decommissioning and removal of certain water and force main facilities owned by Sunshine Water Services Company ("Sunshine") that conflict with the planned interchange at SR 516 and US 27.

CFX and Sunshine have negotiated an Agreement Regarding Construction of Utilities that allocates responsibility for design, permitting, construction, and cost reimbursement associated with the required utility improvements.

Under the agreement, Sunshine will fund the cost of the utility improvements, including an estimated construction cost of $64,060.00 and a ten percent (10%) contingency, and will reimburse CFX for construction engineering and inspection costs equal to six percent (6%) of the construction cost. The agreement also provides Sunshine the option to perform the work directly if it elects not to have CFX procure the construction.

This is included in the Five Year Work Plan.

Board approval of the proposed Agreement Regarding Construction of Utilities between the Central Florida Expressway Authority and Sunshine Water Services Company, regarding the SR 516 Lake/Orange Expressway Project, Segment 516-236, is requested.

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. *Marcos Marchena*
Right of Way Counsel
Marchena and Graham, P.A.

DATE: February 2, 2026

SUBJECT: Proposed Agreement Regarding Construction of Utilities between the Central Florida Expressway Authority and Sunshine Water Services Company, regarding SR 516 Lake/Orange Expressway Project, Segment 516-236.

Marchena and Graham, P.A., Right of Way Counsel, seeks approval by the CFX Board of a proposed Agreement Regarding Construction of Utilities between the Central Florida Expressway Authority (**"CFX"**) and Sunshine Water Services Company ("**Sunshine**") for the decommissioning and removal of certain water lines in US 27 which work is needed as part of the SR 516 Lake/Orange County Expressway Project, Segment 516-236 (**"SR 516 Project"**), in Lake County, Florida.

BACKGROUND AND DESCRIPTION

To facilitate the SR 516 Project, CFX requires the decommissioning and removal of 12-inch and 8-inch force mains and a 16-inch water main in conflict with the planned interchange at SR 516 and US 27 (the **"Utility Improvements"**). The water lines are owned and operated by Sunshine, a private water and wastewater utility provider.

CFX staff and legal counsel have negotiated an Agreement Regarding Construction of Utilities which sets out the terms and responsibilities for CFX and Sunshine to carry out the Utility Improvements in the SR 516 Project along US 27 (the "**Agreement**"). The Agreement is attached hereto as **Attachment "A"**.

Pursuant to the terms of the Agreement, Sunshine will create the construction plans and other required documentation for the Utility Improvements. CFX will secure the necessary construction and dewatering permits required for the work and Sunshine shall obtain the required permits for CFX to construct the Utility Improvements. CFX will procure the contractor for the Utility Improvements and upon receipt of bids will provide Sunshine with Sunshine's share of the Utility Improvements cost.

Sunshine will pay for the cost to construct the Utility Improvements and any approved changes. The estimated Utility Improvements cost is **$64,060.00**, with an additional contingency of ten percent (10%)

of that estimated cost. Sunshine will also reimburse CFX for an agreed upon cost for the construction, engineering, and inspection (the **"Utility CEI Cost"**) in the amount six percent (6%) of the Utility Improvements cost.

If upon review of the bid, Sunshine declines to have CFX construct the Utility Improvements, then Sunshine shall construct the Utility Improvements at its cost such that the Utility Improvements are completed within the time frame identified in the work schedule.

REQUESTED ACTION

Approval of Proposed Agreement Regarding Construction of Utilities between the Central Florida Expressway Authority and Sunshine Water Services Company, regarding SR 516 Lake/Orange Expressway Project, Segment 516-236, is requested.

ATTACHMENTS

A. Proposed Agreement Regarding Construction of Utilities between the Central Florida Expressway Authority and Sunshine Water Services Company.

AGREEMENT REGARDING CONSTRUCTION OF UTILITIES

THIS AGREEMENT REGARDING CONSTRUCTION OF UTILITIES (the "Agreement"), effective as of the last date of execution (the "Effective Date"), is entered into by and between **SUNSHINE WATER SERVICES COMPANY**, a Florida Corporation, with an address at 200 Weatherfield Avenue, Altamonte Springs Florida 32714 ("Sunshine") and **CENTRAL FLORIDA EXPRESSWAY AUTHORITY**, a body politic and corporate, and an agency of the state, under the laws of the state of Florida, whose address is 4974 ORL Tower Road, Orlando, Florida 32801-4414 ("CFX") (each, a "Party" and, collectively, the "Parties").

RECITALS

WHEREAS, CFX was created by Part III, Chapter 348, Florida Statutes, to, among other things, construct, improve, maintain and operate a limited access toll road known as the Central Florida Expressway System, and was granted all powers necessary and convenient to conduct its business, including the power to contract with other entities;

WHEREAS, CFX owns, operates, and maintains the Central Florida Expressway System and is undertaking an expansion project known as the "State Road 516 Lake/Orange Expressway Project" in Orange County, Florida and Lake County, Florida that involves the construction of a divided four lane expressway from State Road 429 to U.S. 27 ("SR 516 Project");

WHEREAS, Sunshine is a private water and wastewater utility provider and has installed, operates, and maintains utilities within the right-of-way of US 27 that provide potable and nonpotable water and wastewater services and facilities in Lake County, Florida and adjacent areas;

WHEREAS, Sunshine is the owner of existing 12-inch and 8-inch force mains and 16-inch water main ("Existing Water Lines") in conflict with the planned interchange at SR 516 and U.S. 27 for the SR 516 Project that need to be decommissioned and removed from the right-of-way;

WHEREAS, Sunshine's Existing Water Lines need to be decommissioned and removed along US 27 to accommodate the SR 516 Project;

WHEREAS, Sunshine has contracted with CPH Consulting LLC to provide engineering and design services; provide permitting services; prepare construction documents; provide assistance during bidding; and provide limited construction administration for the removal and decommissioning of the Existing Water Lines (collectively the "Utility Improvements");

WHEREAS, the Parties agree that CFX will publicly advertise the bid documents for the Utility Improvements, on behalf of Sunshine, as part of the SR 516 Project, and will require bidders to submit bids on both;

WHEREAS, Sunshine agrees to cooperate with CFX in the bidding and contract award of the SR 516 Project by making every commercially reasonable effort to award the contract for the Utility Improvements to the same contractor as that of CFX for the SR 516 Project, but shall retain the right to

Proposed

award the contract for the Utility Improvements to another contractor, who submitted a responsive bid, should it be deemed necessary and appropriate by Sunshine, in its sole discretion;

WHEREAS, Sunshine agrees to provide payment for all utility construction costs associated with the Utility Improvements as set forth in this Agreement;

WHEREAS, Sunshine agrees to acquire the permits necessary for the Utility Improvements;

WHEREAS, the Parties agree to cooperate and coordinate in completion of the SR 516 Project and the Utility Improvements and to ensure that both are completed in an economic, timely, and efficient manner, in accordance with the conditions set forth herein;

WHEREAS, the Parties hereto desire to enter into this Agreement to set forth the terms and conditions for construction of the Utility Improvements to accommodate construction of the interchange at US 27 and SR 516 for the SR 516 Project; and

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the Parties hereto hereby agree as follows:

1. **Recitals**. The above recitations are true and correct and are incorporated herein fully as if set forth hereafter.

2. **Design and Engineering Plans**. Sunshine has contracted with CPH Consulting LLC ("Utilities Design Firm") to create the construction plans, and any other documentation reasonably required to specify the size, character and design, specifications, drawings or amendments thereto, and any other documentation reasonably required to specify the size, character and design of the Utility Improvements required for the construction of the Utility Improvements ("Utility Construction Plans") which are attached hereto as Exhibit "A." The Utility Construction Plans shall be attached to the construction plans for the SR 516 Project and shall become the joint-property of CFX and Sunshine, subject to the reimbursement provisions set forth below. The Utility Construction Plans shall be signed and sealed by the Utilities Design Firm and certified for use and reliance by CFX and Sunshine.

3. **Permitting**. CFX will ensure that all necessary construction and dewatering permits for the SR 516 Project also meet the needs of the Utility Improvements; however, Sunshine shall be responsible for obtaining all permits that are specific to the Utility Improvements. Prior to any obligation by CFX to commence construction of the SR 516 Project, Sunshine shall obtain all permits reasonably required by CFX for construction of the Utility Improvements within the right-of-way of US 27, including, but not limited to, any and all permits required by the Florida Department of Environmental Protection and the Florida Department of Transportation, consents from all private parties with rights of consent or approvals required to construct, operate, and maintain the Utility Improvements, or otherwise reasonably required ("Permits").

4. **Construction**.

Proposed

a. CFX will procure the construction contractor ("Contractor") in accordance with CFX's procurement process.

b. Sunshine will pay for the cost to construct the Utility Improvements, and any approved changes as described below ("Utility Construction Costs") which are estimated to be $64,060.00 and attached hereto as Exhibit B. The agreed upon contingency for the Utility Construction Cost ("Utility Construction Contingency") is ten percent (10%) of the Utility Construction Costs. The agreed upon construction, engineering, and inspection cost ("Utility CEI Cost") is six percent (6%) of the sum of the Utility Construction Cost plus the Utility Construction Contingency.

c. After obtaining the construction low bid, but before commencing construction, CFX will provide Sunshine with Sunshine's share of the low bid Utility Construction Costs ("Sunshine's Share"), Utility Construction Contingency, plus Utility CEI Cost. Sunshine may accept or reject Sunshine's Share of the low bid Construction Costs within ten (10) business days of receipt. Failure to respond within the required time frame constitutes rejection.

   i. If Sunshine accepts said Utility Construction Cost, then Sunshine agrees to pay the cost to construct the Utility Improvements, including the Utility Construction Contingency as utilized, plus the Utility CEI Cost, within thirty (30) days after receipt of an invoice. It is anticipated that Sunshine's Share will be invoiced to Sunshine in a manner that corresponds with the invoices from the Contractor to CFX.

   ii. If Sunshine rejects said Utility Construction Costs, then the Parties agree that Sunshine will construct, or cause to be constructed, the Utility Improvements such that the construction of the Utility Improvements is completed within **the time frame identified upon the Utility Work Schedule** after Sunshine's rejection.

d. Prior to using any portion of the Construction Contingency attributable to Utility Improvements, CFX will notify Sunshine for review and approval, said approval not to be unreasonably withheld. If Sunshine does not approve the change order within ten (10) business days, then CFX is under no obligation to accept the change order, perform additional work, or incur additional costs.

e. Upon completion of the Utility Improvements, CFX shall provide to Sunshine a statement setting forth Sunshine's Share of the actual total permitting and construction costs, including all change orders ("Sunshine's Final Construction Cost"). Sunshine shall pay Sunshine's Final Construction Cost to CFX within thirty (30) days after the statement; provided, however, any such additional requested payment that exceeds ten percent (10%) of Sunshine's total previous payment obligation (which is Sunshine's Construction Cost with approved change orders plus Sunshine's Construction Contingency plus the CEI Cost plus approved increases) shall be subject to approval by Sunshine, which approval shall not be unreasonably withheld if Sunshine has approved

Proposed

these costs via change orders, and therefore will be reimbursed to CFX as soon as reasonably possible. Sunshine shall not be responsible for payment of costs assumed by CFX if change orders are not submitted to, and approved by, Sunshine.

5. **Condition of Existing Water Lines.** Sunshine represents and warrants that, to the best of its knowledge, its Existing Water Lines are in a suitable condition for the work contemplated herein. In the event that the Existing Water Lines are not suitable for the work contemplated herein, Sunshine shall repair or otherwise rectify the Existing Water Lines so as to not materially delay the work of the Contractor. Sunshine shall be responsible for any costs associated with or arising from the condition of the Existing Water Lines, including additional oversight, design, construction costs, and other work.

6. **Changes.** During the course of the work on the Utility Improvements, if either CFX or Sunshine observes, or otherwise becomes aware of, any defects, conflicts, or necessary changes to the Utility Improvements, that Party shall immediately notify the other Party of such defect(s), conflict(s), or necessary change(s). Sunshine and CFX agree that time is of the essence in making any decisions, interpretations, or changes with respect to design, materials, and other matters pertinent to the work covered by the construction contract so as to not materially delay the work of the Contractor.

   a. If Sunshine determines that a change is necessary to the construction contract in order to complete the Utility Improvements, then Sunshine shall provide such proposed change to CFX for review and approval, which approval shall not be unreasonably withheld or denied. Upon CFX's approval of such change, CFX shall inform Sunshine of the cost for any change order that relates to Sunshine's Share, which Sunshine shall review and approve/reject within ten (10) business days, said approval not to be unreasonably withheld. Upon Sunshine's approval of the cost, CFX shall process a change order with the Contractor.

   b. If CFX determines that a change is necessary to the construction contract in order to complete the Utility Improvements, then CFX shall provide to Sunshine a copy of the proposed change order which includes Sunshine's proposed share of costs for review and approval, which approval shall not be unreasonably withheld or delayed. Sunshine shall notify CFX within ten (10) business days after receipt of the proposed change order of its approval or rejection. Upon Sunshine's approval of such change order, CFX shall inform Sunshine of the cost of any change order that relates to Sunshine's Share, which Sunshine shall review and approve or reject within ten (10) business days, said approval not to be unreasonably withheld.

   If Sunshine does not approve a requested change order or the cost of a change order, then CFX has the right to discontinue the construction work on the Utility Improvements and Sunshine shall assume the responsibility for completing the construction of the Utility Improvements as soon as practicable so as not to impact the critical path as defined on CFX's Contractor's approved and updated baseline schedule.

Proposed

c. If the Parties reach an impasse over any change order, the objection shall be heard by a committee ("Committee") composed of CFX's Chief of Infrastructure or his designee, Sunshine's designated representative, and a third member selected by the other two, which Committee shall make the final determination as to whether the change order shall be implemented. Such Committee shall make a good faith effort to resolve any such issues as expeditiously as possible, and any such issues shall be resolved within three (3) days from the time the Committee first considers them, unless a majority of the Committee (2/3) agrees otherwise.

d. If there is a dispute between the Contractor and CFX, pertaining to an issue relating to the Utility Improvements, Sunshine shall have the right to attend any dispute resolution proceeding and provide input to CFX's representatives. Sunshine shall be responsible for payment resolutions or liability arising from the Contractor's or subcontractor's disputes or delay claims arising or resulting from construction of the Utility Improvements, or any claims resulting from activities or representations of Sunshine, if such claims are payable pursuant to an agreed upon change order, the dispute review board, arbitration, court order, or other dispute resolution proceeding, provided that Sunshine was afforded the opportunity to attend any dispute resolution proceeding and provide input to CFX's representatives so long as Sunshine's involvement is conducted in a manner that is consistent with the dispute resolution process identified in the Contractor's contract with CFX or written agreement among the parties. Said payment(s) shall be made within thirty (30) days after CFX's written request.

7. Inspections.

a. During Construction. During construction, Sunshine shall inspect the Utility Improvements on a regular basis and at all significant events. Any deficiencies in the Utility Improvements observed by Sunshine shall be reported in writing to CFX's Director of Construction within forty-eight (48) hours. All such identified deficiencies in the construction of the Utility Improvements shall be corrected or otherwise resolved by the Contractor as Sunshine and CFX agree.

b. Final Inspection. Upon completion of the Utility Improvements, Sunshine and CFX shall jointly conduct a final inspection. Any deficiencies in work shall be set forth on a "punch list." Upon completion or correction of all outstanding issues listed on the punch list to Sunshine's satisfaction, Sunshine shall promptly notify CFX in writing of its acceptance of the Utility Improvements.

c. Sunshine reserves the right to (i) have a representative present for any activities on Utility Improvements by CFX or its contractors, employees and agents; and (ii) impose reasonable restrictions and requirements, subject to CFX's approval, to protect the Utility Improvements which must be followed by CFX agents and employees while working on the Utility Improvements.

8. **Decommissioning of Existing Water Lines.** It is acknowledged and agreed by the Parties

Proposed

that the SR 516 Project requires the closure of Sunshine's Existing Water Lines. With respect to the Existing Water Lines, Sunshine agrees to pay CFX for the cost of removing the existing water lines and included in the price set forth paragraph 4(b) above. Upon the removal of the water lines out of the casings, the casings shall become the property of CFX.

9. **General Provisions**.

a. No failure of either Party to exercise any power given hereunder or to insist upon strict compliance with any obligation specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of either Party's right to demand exact compliance with the terms hereof.
b. This Agreement contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the Parties not embodied herein shall be of any force or effect.
c. Any amendment to this Agreement shall not be binding upon any of the parties hereto unless such amendment is in writing and executed by Sunshine and CFX.
d. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors.
e. Whenever under the terms and provisions of this Agreement the time for performance falls upon a Saturday, Sunday, or Legal Holiday, such time for performance shall be extended to the next business day.
f. The headings inserted at the beginning of each paragraph of this Agreement are for convenience only, and do not add to or subtract from the meaning of the contents of each paragraph.
g. This Agreement shall be interpreted under the laws of the State of Florida. Sunshine and CFX acknowledge that this Agreement was prepared after substantial negotiations between the Parties and this Agreement shall not be interpreted against either Party solely because such Party or its counsel drafted the Agreement.
h. The Parties hereto agree that venue for any legal action authorized hereunder shall be exclusively in the courts of Orange County, Florida.

10. **Time is of the essence**. Time is of the essence of this agreement and each and every provision hereof.

11. **Waiver of Jury Trial**. SUNSHINE AND CFX VOLUNTARILY WAIVE A TRIAL BY JURY IN ANY LITIGATION OR ACTION ARISING FROM THIS AGREEMENT.

12. **Inspector General**. The Parties agree to comply with Section 20.055(5), Florida Statutes, and agree to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this section. The Parties agree to incorporate the obligation to comply with Section 20.055(5) in all subcontracts such Party enters into in connection with the Utility Improvements contemplated herein.

13. **No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the Parties herein, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of

Proposed

any third party that is not a Party hereto.

14. **Formal Notice**. Any formal notice required or allowed per Section 16 on Defaults shall be in writing and be deemed to be delivered (a) when hand delivered to the official hereinafter designated, or (b) upon receipt of such notice when deposited in the United States mail, postage prepaid, certified mail return receipt requested, addressed to a Party at the address set forth opposite the Party's name below, or at such other address as the Party shall have specified in written notice to the other Party in accordance herewith.

CFX: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
4974 ORL Tower Road, Orlando, Florida 32807
Attn: Executive Director

Copy to: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
4974 ORL Tower Road, Orlando, Florida 32807
Attn: Chief of Infrastructure

Copy to: CENTRAL FLORIDA EXPRESSWAY AUTHORITY
4974 ORL Tower Road, Orlando, Florida 32807
Attn: General Counsel

SUNSHINE: SUNSHINE WATER SERVICES COMPANY
200 Weatherfield Avenue
Altamonte Springs, Florida 32714
Attention: Seán Twomey, President

Copy to: SUNSHINE WATER SERVICES COMPANY
legalnotices@nexuswg.com
Attention: Regional General Counsel

Other notices may be delivered by email to the CFX Director of Construction or his designee and Sunshine's designated representative or designee.

15. **Defaults.** Each of the Parties hereto shall give the other Party notice, in writing, of any alleged default hereunder and shall allow the defaulting Party thirty days from the date of receipt to cure such default, provided; however, that if the default is not reasonably capable of being cured with commercially reasonable efforts within thirty (30) days, the Party shall have such longer time to cure such default as may be reasonably necessary, not to exceed one hundred twenty (120) days ("Cure Period"). In the event either of the Parties fails to cure such non-performance or breach within the Cure Period, the other Party, in its sole discretion, shall be

Proposed

entitled to (a) exercise the right of specific performance with respect to such non-performance or breach; (b) pursue all other rights and remedies available to said Party; or (c) terminate this Agreement and upon any such termination, this Agreement and all rights and obligations created hereunder shall be deemed null and void and of no further force or effect.

16. **Severability.** If any court finds part of this Agreement invalid or unenforceable, such invalidity or unenforceability shall not affect the other parts of the Agreement (i) if the rights and obligations of the Parties contained therein are not materially prejudiced and, (ii) if the intentions of the Parties can continue to be effective. To that end, this Agreement is declared severable.

17. **Sovereign Immunity**. Nothing herein is intended as a waiver of CFX's sovereign immunity under Section 768.28, Florida Statutes. 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.

18. **Effective Date and Term.** This Agreement shall become effective upon the execution by both Parties ("Effective Date"). This Agreement terminates on the tenth anniversary of its Effective Date unless terminated earlier by mutual agreement of the Parties.

19. **Counterparts.** This Agreement and amendments thereto may be executed in one or more counterparts, including by digital or electronic signature in accordance with Chapter 668, Florida Statutes, all of which taken together shall constitute one and the same instrument.

[SIGNATURES TO FOLLOW]

Proposed

IN WITNESS WHEREOF the Parties hereto have made and executed this Agreement: Central Florida Expressway Authority, signing by and through its Executive Director, authorized to execute the same by Board Action on the ____ day of _____, 2026, and Sunshine Water Services Company, signing through its President, duly authorized to execute same.

SUNSHINE WATER SERVICES COMPANY

By:_____
Seán Twomey, President

Date:_____

Approved as to Form by Sunshine Legal

_____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and corporate, and an agency of the state, under the laws of the State of Florida

ATTEST:

By: _____
Michelle Maikisch, Executive Director

_____
Regla ("Mimi") Lamaute
Manager of Board Services

Date: _____, 2026

Approved as to form and legality
for the exclusive use of Central Florida
Expressway Authority

Marchena and Graham, P.A., Counsel

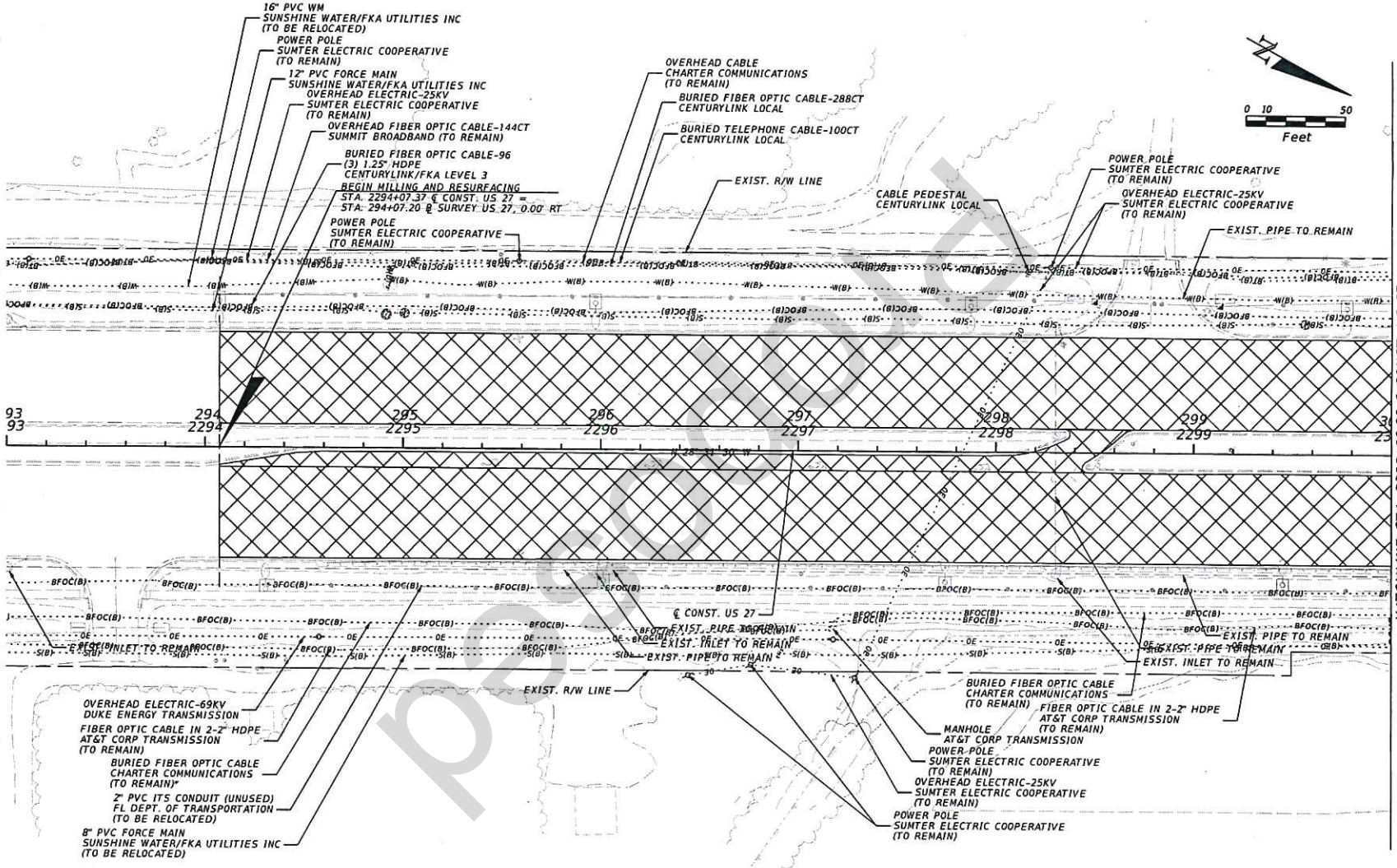
By:_____

Proposed

Proposed

Exhibit "A"
Utility Construction Plans

Proposed



preliminary

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWARD G WOLFSON, P.E.
P.E. LICENSE NUMBER 60935
HDR ENGINEERING
315 E ROBINSON STREET, SUITE 400
ORLANDO, FL 32801
CERTIFICATE OF AUTHORIZATION 00004213

CFX LAKE-ORANGE EXPRESSWAY	
ROAD NO.	PROJECT NO.
SR 516	516-236

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

UTILITY ADJUSTMENT SHEET
US 27

SHEET NO. 883

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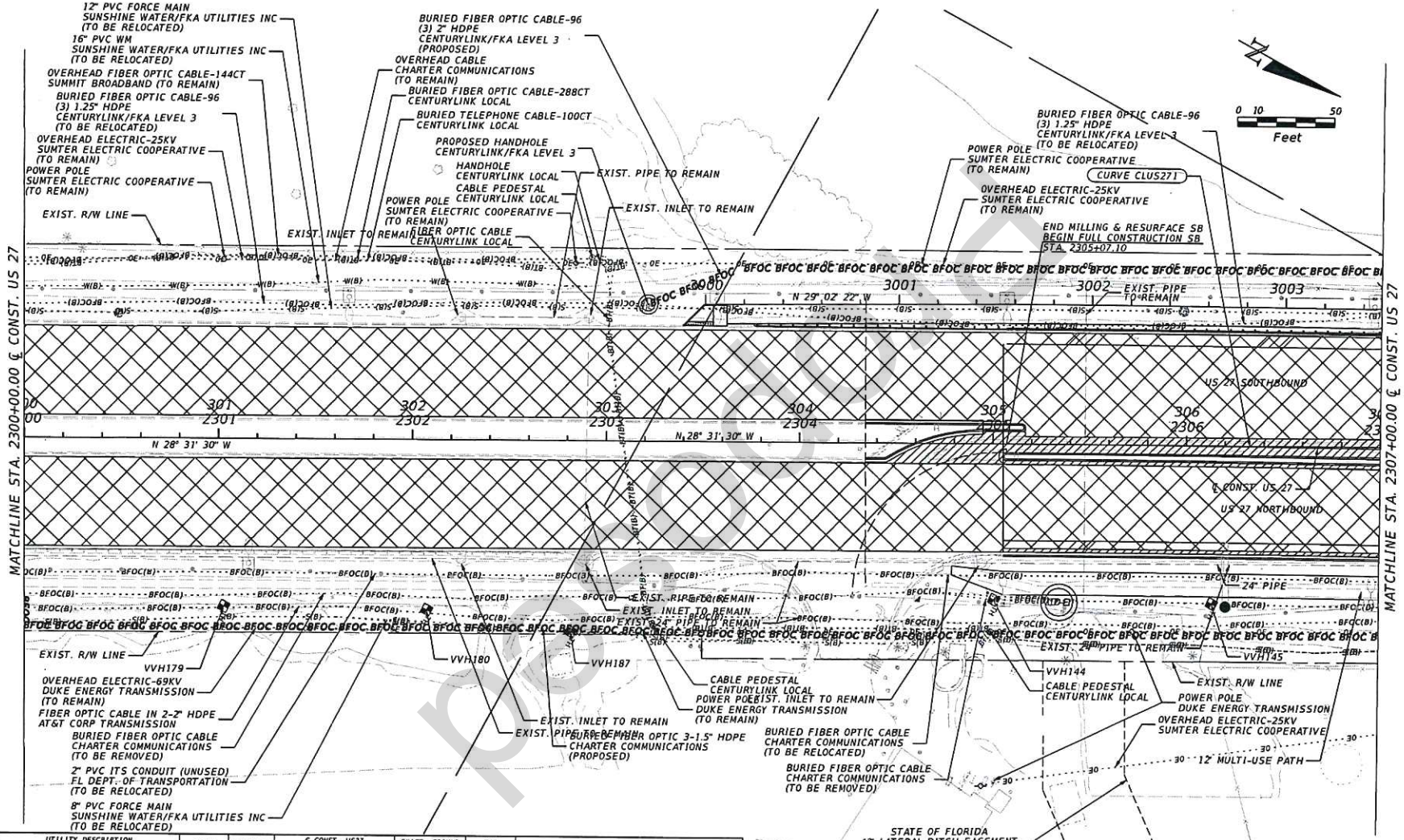
9/30/2025 9:24:29 AM PW:\ RENTRON



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VVH144	CHARTER COMMUNICATIONS, FIBER	2 @ 2"	HDPE	2305+00.37	80.69	RT	133.19	106.67	
VVH145	CHARTER COMMUNICATIONS, FIBER	2 @ 2"	HDPE	2304+13.36	81.35	RT	131.57	103.39	
VVH173	AT&T, FIBER	2 @ 2"	HDPE	2301+82.74	86.38	RT	109.91	94.91	
VVH180	AT&T, FIBER	2 @ 2"	HDPE	2301+87.40	87.83	RT	110.14	107.09	
VVH187	FLORIDA LAKE UTILITIES SERVICES INC, FM	8"	PVC	2301+81.69	94.73	RT	110.01	108.11	

REVISIONS			
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EDWARD G WOLFSON, P.E.
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HDR ENGINEERING
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ORLANDO, FL 32801
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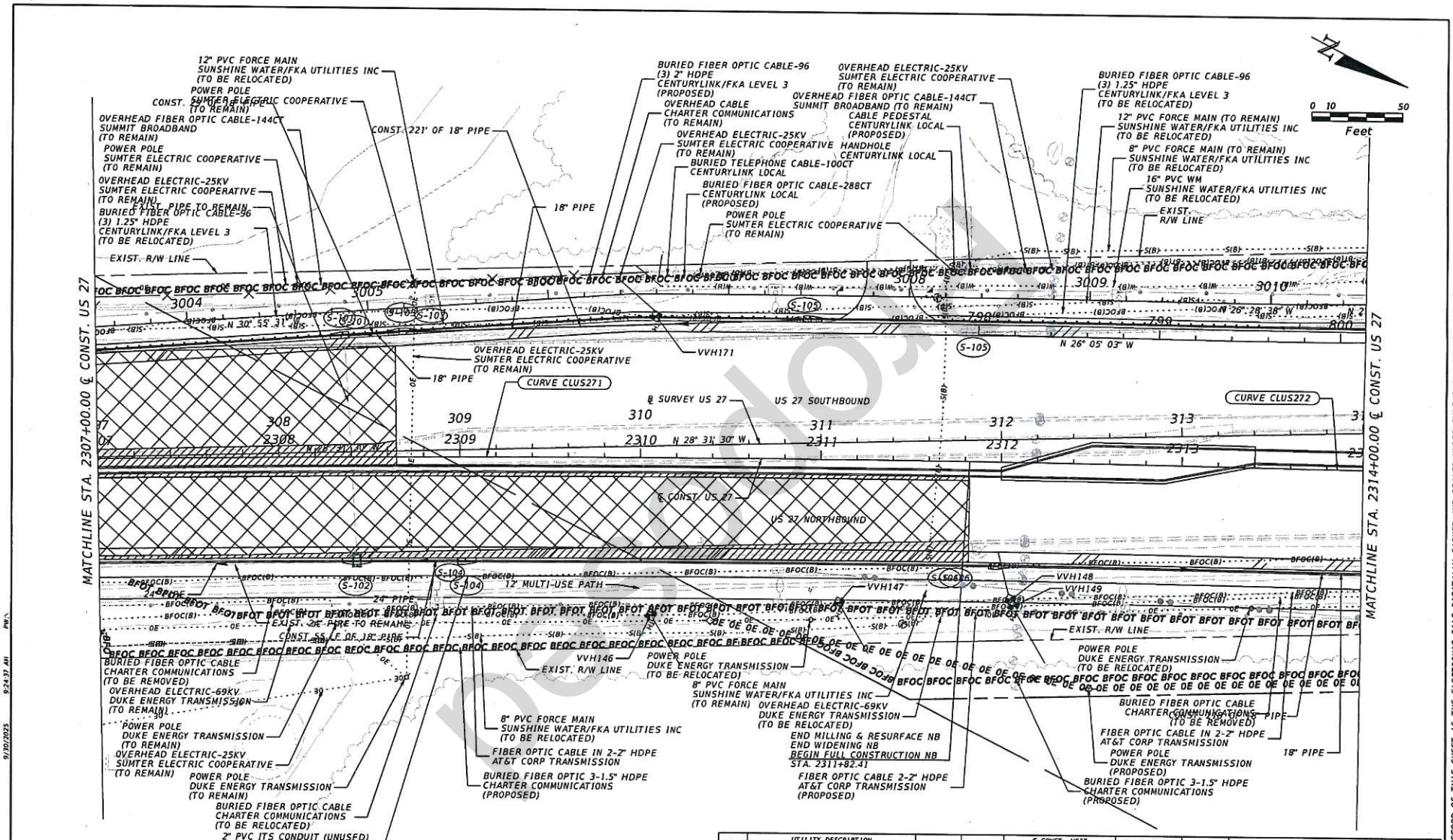
PRELIMINARY



Vvh #	UTILITY DESCRIPTION (Owner, type)	SIZE	MATERIAL	℄ CONST. US27 STATION	OFFSET	LT/RT	EXIST. GROUND ELEVATION	TOP ELEVATION	COMMENTS
VVH146	CHARTER COMMUNICATIONS, FIBER	2 @ 2"	HDPE	2310+85.84	87.20	RT	112.46	108.84	
VVH147	AT&T, FIBER	2"	HDPE	2311+28.51	78.73	RT	113.52	109.78	
VVH148	AT&T, FIBER	2"	HDPE	2312+05.96	76.32	RT	114.75	110.61	
VVH149	CHARTER COMMUNICATIONS, FIBER	3 @ 1.25"	HDPE	2312+07.81	60.83	RT	114.64	111.24	
VVH171	FLORIDA LAKE UTILITIES SERVICES INC, FM	12"	PVC	2310+08.54	74.49	LT	113.57	110.61	

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWARD G WOLFSON, P.E.
P.E. LICENSE NUMBER 60935
HDR ENGINEERING
315 E ROBINSON STREET, SUITE 400
ORLANDO, FL 32801
CERTIFICATE OF AUTHORIZATION 00004213

CFX
LAKE-ORANGE EXPRESSWAY

ROAD NO.	PROJECT NO.
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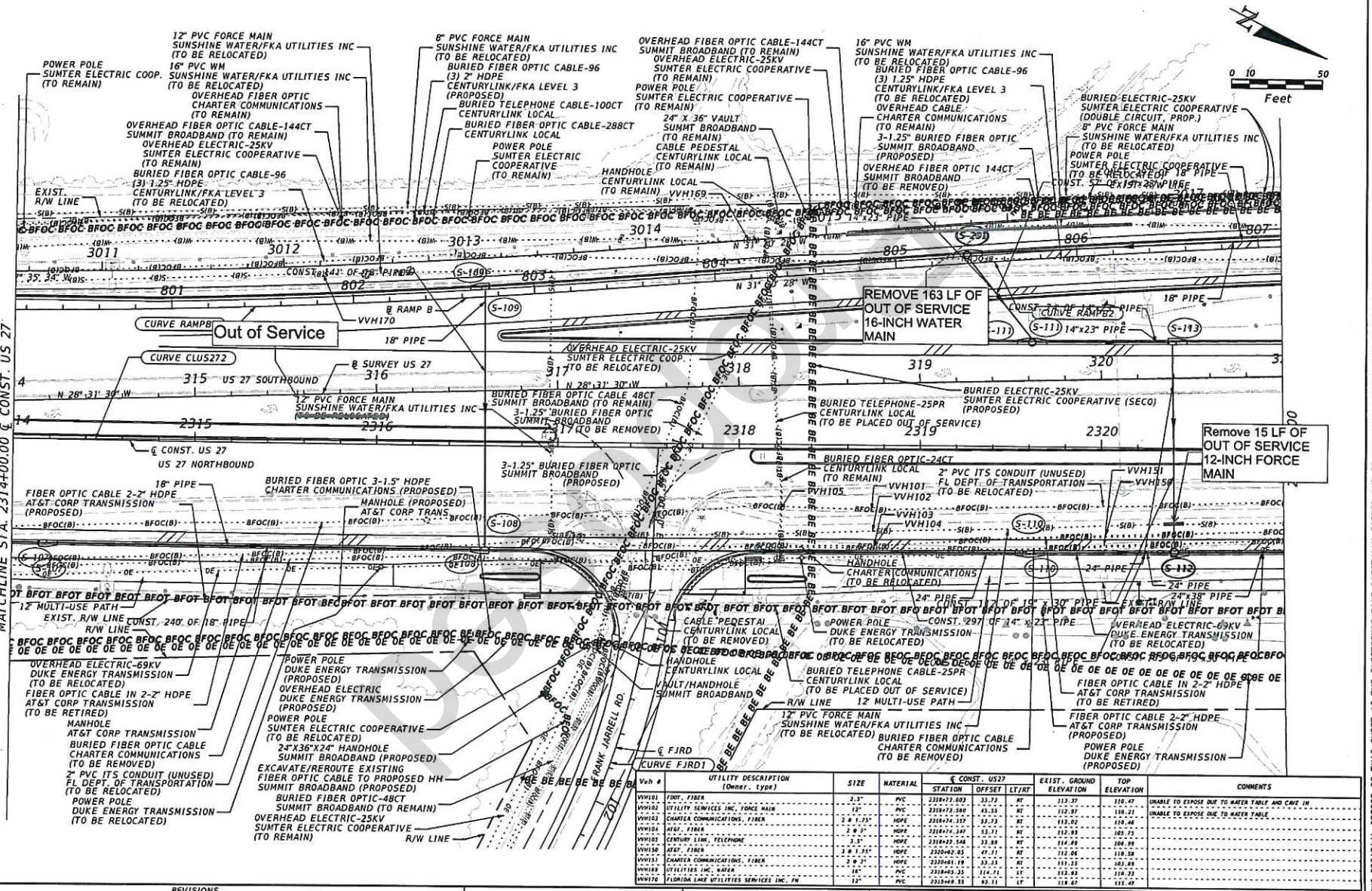

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VVH101	FDOT, FIBER	2.5"	PVC	2310+93.603	33.72	RT	113.37	110.47	UNABLE TO EXPOSE DUE TO WATER TABLE AND CAVE IN
VVH102	UTILITY SERVICES INC, FORCE MAIN	12"	PVC	2310+93.540	43.55	RT	112.97	110.21	UNABLE TO EXPOSE DUE TO WATER TABLE
VVH103	CHARTER COMMUNICATIONS, FIBER	3 @ 1.25"	HDPE	2310+94.537	33.73	RT	113.02	110.46	
VVH104	AT&T, FIBER	2 @ 2"	HDPE	2310+94.546	33.71	RT	112.93	105.73	
VVH105	CENTURY LINK, TELEPHONE	3.5"	HDPE	2310+93.546	33.98	RT	114.89	106.99	
VVH150	AT&T, FIBER	3 @ 1.25"	HDPE	2320+62.65	47.71	RT	112.06	110.58	
VVH151	CHARTER COMMUNICATIONS, FIBER	2 @ 2"	HDPE	2320+61.19	33.33	RT	111.35	103.89	
VVH169	UTILITIES INC, WATER	16"	PVC	2310+45.35	114.71	LT	113.93	110.23	
VVH170	FLORIDA LAKE UTILITIES SERVICES INC, FM	12"	PVC	2313+49.55	93.51	LT	110.67	103.49	

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWARD G WOLFSON, P.E.
P.E. LICENSE NUMBER 60935
HDR ENGINEERING
315 E ROBINSON STREET, SUITE 400
ORLANDO, FL 32801
CERTIFICATE OF AUTHORIZATION 00004213

CFX LAKE-ORANGE EXPRESSWAY	
ROAD NO.	PROJECT NO.
SR 516	516-236

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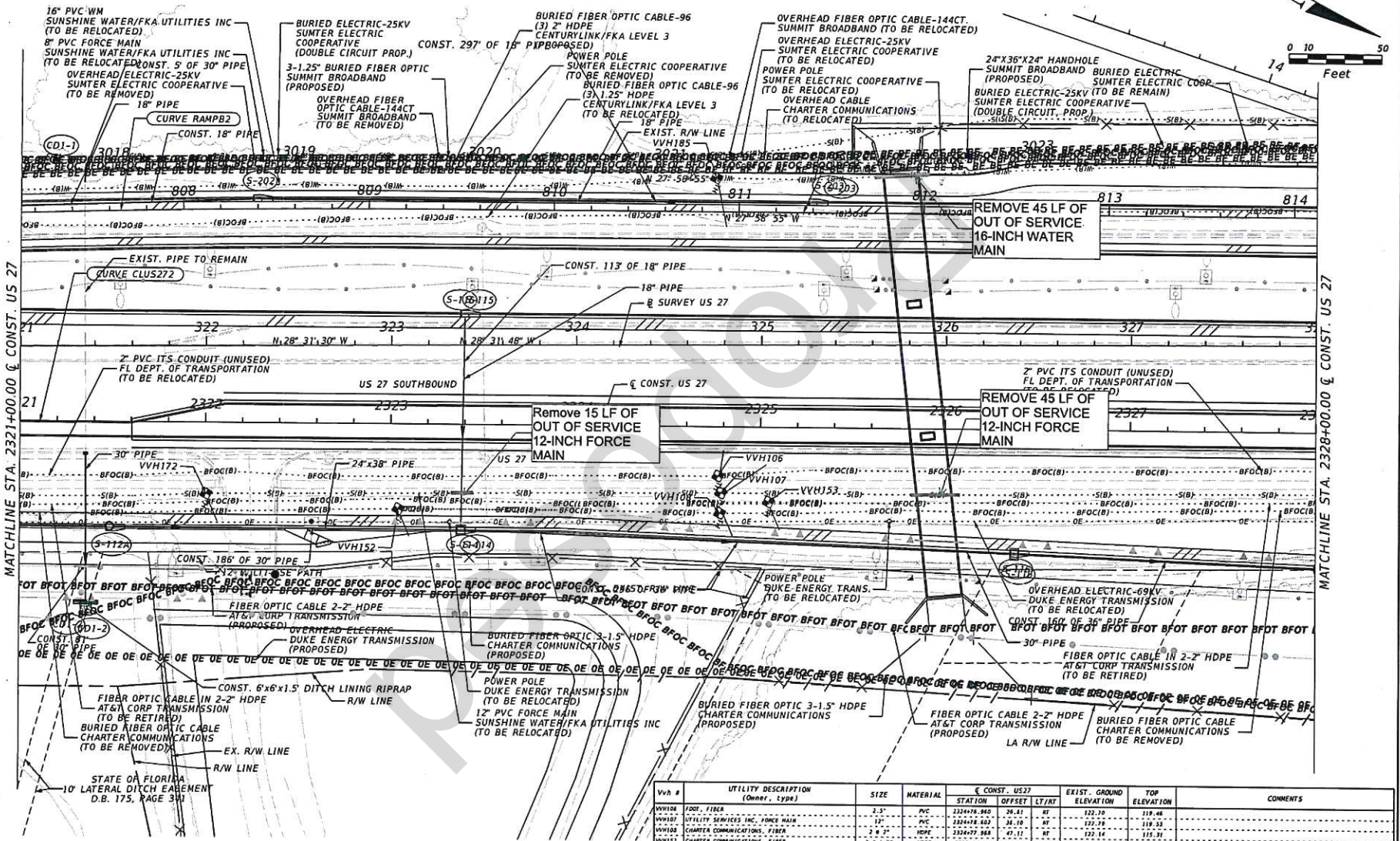

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VVH106	FDOT, FIBER	2.5"	PVC	2324+78.960	26.81	RT	122.70	119.46	
VVH107	UTILITY SERVICES INC, FORCE MAIN	12"	PVC	2324+78.603	34.10	RT	122.78	118.33	
VVH108	CHARTER COMMUNICATIONS, FIBER	2 @ 2"	HDPE	2324+77.968	47.11	RT	122.14	115.31	
VVH152	CHARTER COMMUNICATIONS, FIBER	2 @ 1.73	HDPE	2323+69.04	46.79	RT	116.91	111.63	
VVH153	AT&T, FIBER	2 @ 2"	HDPE	2323+69.31	40.80	RT	123.06	114.50	
VVH172	FLORIDA LAKE UTILITIES SERVICES INC, FM	12"	PVC	2322+60.33	38.72	RT	114.91	103.36	
VVH185	UTILITIES INC, WATER	16"	HDPE	2324+73.46	134.38	LT	121.47	117.47	

REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION

EDWARD G WOLFSON, P.E.
P.E. LICENSE NUMBER 60935
HDR ENGINEERING
315 E ROBINSON STREET, SUITE 400
ORLANDO, FL 32801
CERTIFICATE OF AUTHORIZATION 00004213

CFX
LAKE-ORANGE EXPRESSWAY

ROAD NO.	PROJECT NO.
SR 516	516-236

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UTILITY ADJUSTMENT SHEET
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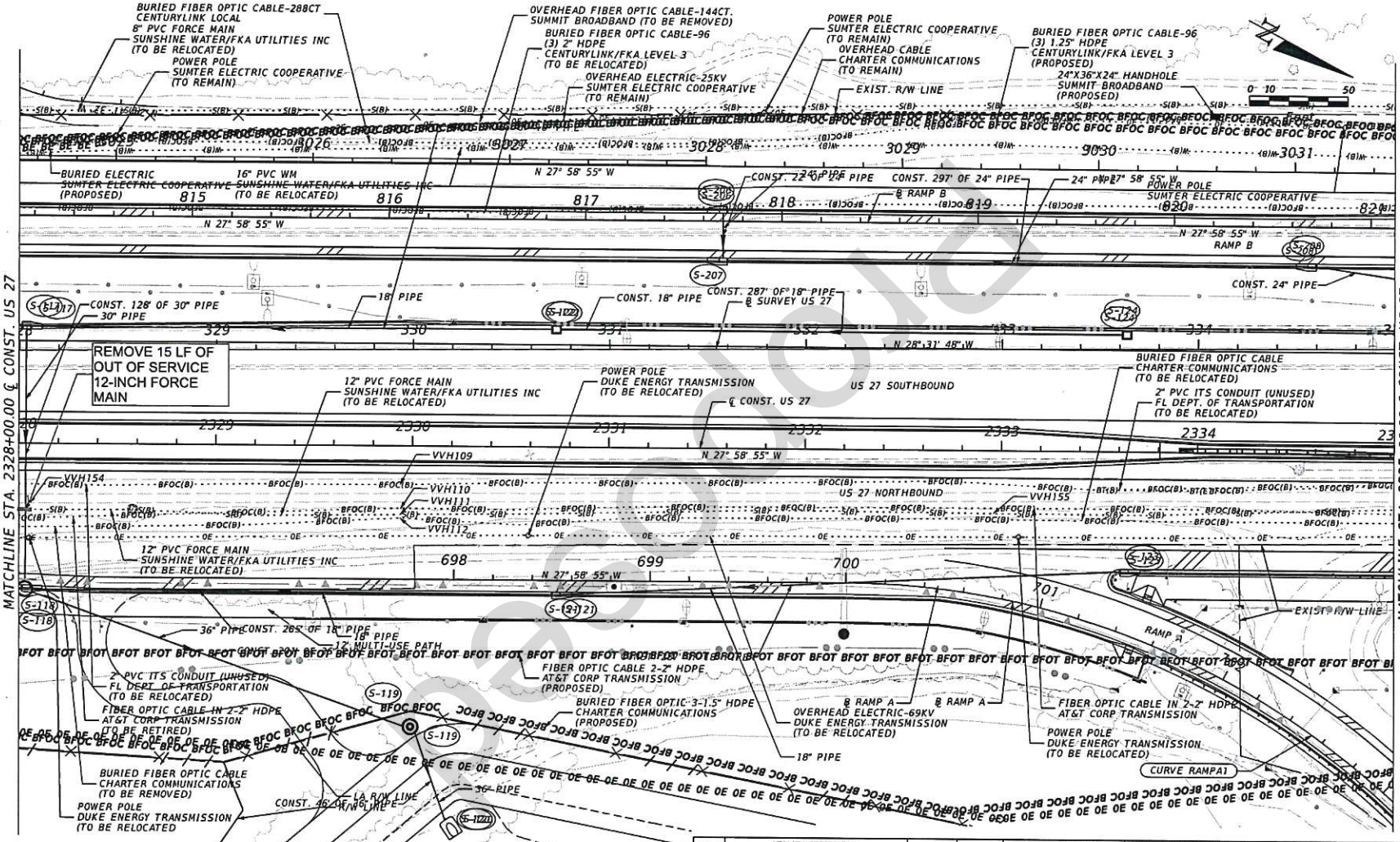

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VVH109	FDOT, FIBER	2.5"	PVC	2328+93.679	18.81	RT	125.66	122.74	
VVH110	AT&T, FIBER	2 @ 2"	HDPE	2329+93.896	32.09	RT	124.36	120.36	
VVH111	FLORIDA LAKE UTILITIES SERVICES INC, FM	12"	PVC	2329+93.363	33.22	RT	123.72	120.33	
VVH112	CHARTER COMMUNICATIONS, FIBER	3 @ 1.75"	HDPE	2328+93.371	36.44	RT	123.46	119.90	
VVH154	FLORIDA LAKE UTILITIES SERVICES INC, FM	12"	HDPE	2328+63.00	33.78	RT	127.15	124.03	
VVH155	FLORIDA LAKE UTILITIES SERVICES INC, FM	12"	HDPE	2332+86.00	32.08	RT	130.93	116.09	

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWARD G WOLFSON, P.E.
P.E. LICENSE NUMBER 60935
HDR ENGINEERING
315 E ROBINSON STREET, SUITE 400
ORLANDO, FL 32801
CERTIFICATE OF AUTHORIZATION 00004213

CFX LAKE-ORANGE EXPRESSWAY	
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UTILITY ADJUSTMENT SHEET
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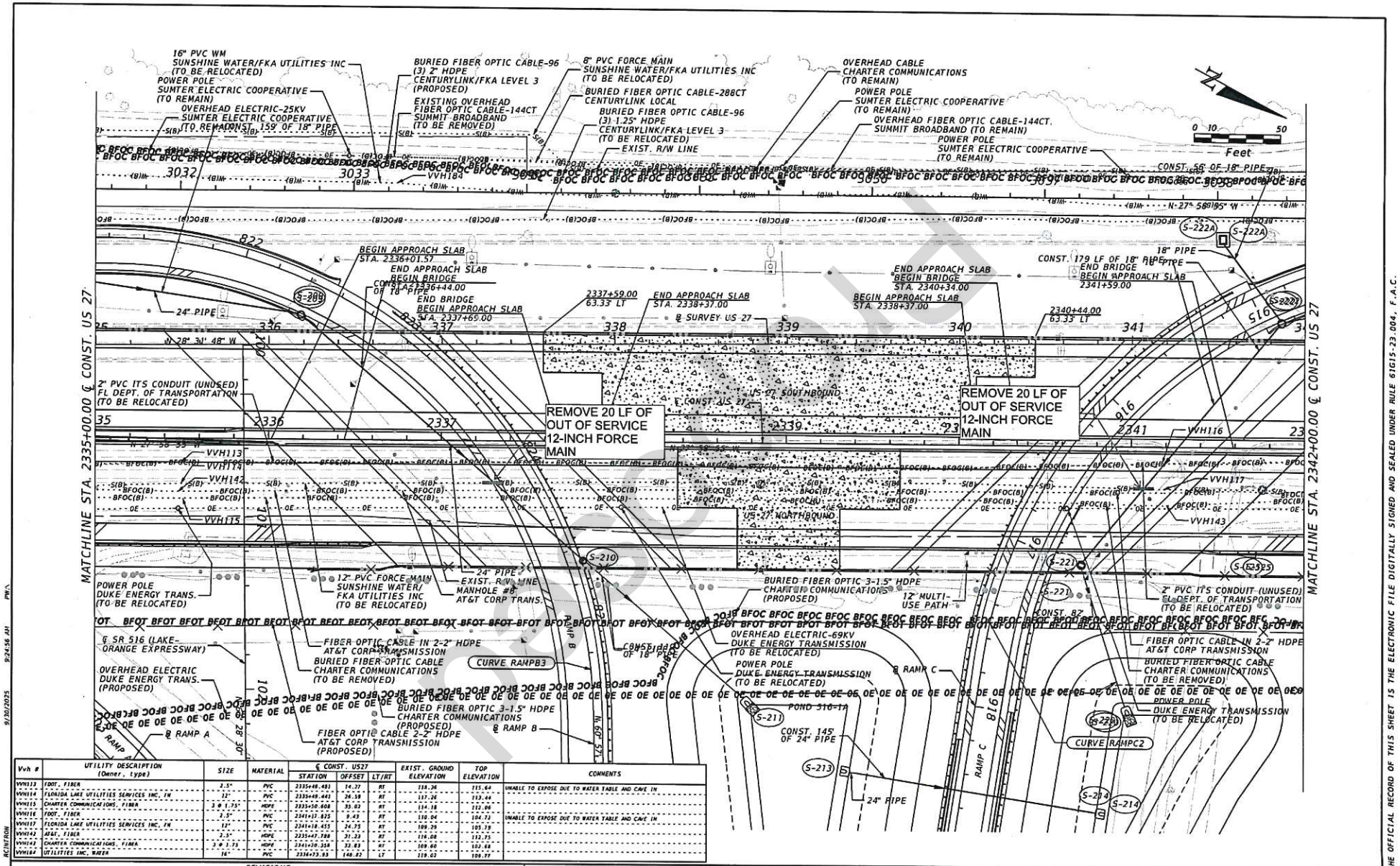
RCINTRON



Vvh #	UTILITY DESCRIPTION (Owner, type)	SIZE	MATERIAL	℄ CONST. US27 STATION	OFFSET	LT/RT	EXIST. GROUND ELEVATION	TOP ELEVATION	COMMENTS
VVH113	FDOT, FIBER	2.5"	PVC	2335+48.483	14.27	RT	118.36	115.64	UNABLE TO EXPOSE DUE TO WATER TABLE AND CAVE IN
VVH114	FLORIDA LAKE UTILITIES SERVICES INC, IN	12"	PVC	2335+48.443	26.58	RT	117.26	113.44	
VVH115	CHARTER COMMUNICATIONS, FIBER	3 @ 1.75"	HDPE	2335+50.608	33.03	RT	114.18	112.06	
VVH116	FDOT, FIBER	2.5"	PVC	2341+37.825	9.43	RT	110.04	104.71	UNABLE TO EXPOSE DUE TO WATER TABLE AND CAVE IN
VVH117	FLORIDA LAKE UTILITIES SERVICES INC, IN	12"	PVC	2341+38.453	24.75	RT	109.29	105.19	
VVH142	AT&T, FIBER	2.5"	HDPE	2335+47.788	31.23	RT	114.08	112.75	
VVH143	CHARTER COMMUNICATIONS, FIBER	3 @ 1.75	HDPE	2341+39.338	33.83	RT	109.66	107.66	
VVH184	UTILITIES INC, WATER	16"	PVC	2334+73.93	148.82	LT	119.03	106.77	

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWARD G WOLFSON, P.E.
P.E. LICENSE NUMBER 60935
HDR ENGINEERING
315 E ROBINSON STREET, SUITE 400
ORLANDO, FL 32801
CERTIFICATE OF AUTHORIZATION 00004213

CFX
LAKE-ORANGE
EXPRESSWAY

ROAD NO.	PROJECT NO.
SR 516	516-236

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

UTILITY ADJUSTMENT SHEET
US 27

SHEET NO. 889

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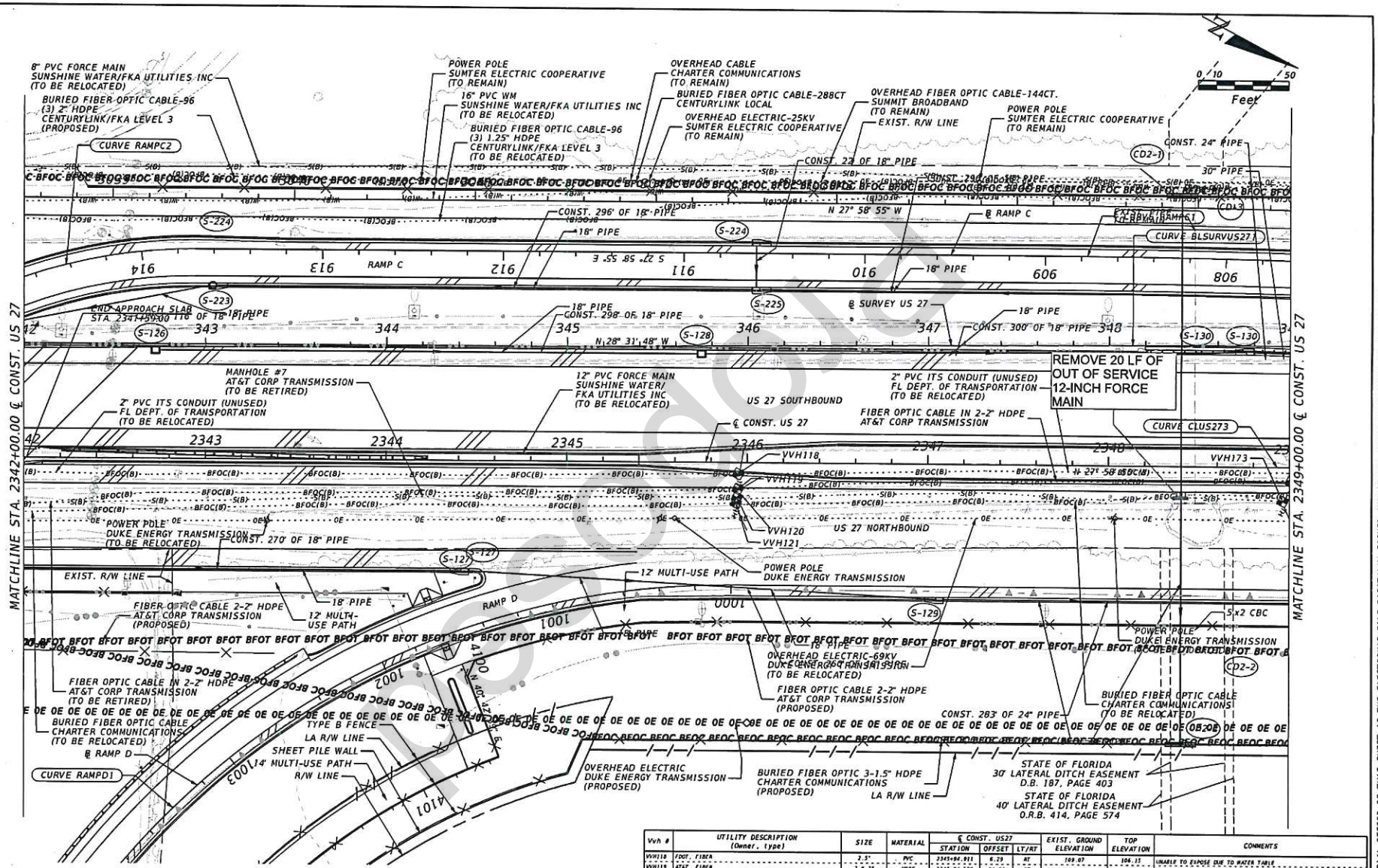

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VVH118	FDOT, FIBER	2.5"	PVC	2343+84.911	6.29	RT	109.07	106.15	UNABLE TO EXPOSE DUE TO WATER TABLE
VVH119	AT&T, FIBER	2 @ 2"	HDPE	2343+94.378	14.66	RT	108.62	103.78	
VVH120	FLORIDA LAKE UTILITIES SERVICES INC, FM	12"	PVC	2343+84.428	19.36	RT	107.81	104.58	
VVH121	CHARTER COMMUNICATIONS, FIBER	3 @ 1.25"	HDPE	2343+83.102	22.46	RT	107.13	103.13	
VVH173	FLORIDA LAKE UTILITIES SERVICES INC, FM	16"	HDPE	2348+98.38	18.83	RT	107.46	103.88	UNABLE TO EXPOSE DUE TO WATER TABLE

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWARD G WOLFSON, P.E.
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HDR ENGINEERING
315 E ROBINSON STREET, SUITE 400
ORLANDO, FL 32801
CERTIFICATE OF AUTHORIZATION 00004213

CFX LAKE-ORANGE EXPRESSWAY	
ROAD NO.	PROJECT NO.
SR 516	516-236

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

UTILITY ADJUSTMENT SHEET
US 27

SHEET NO. 890

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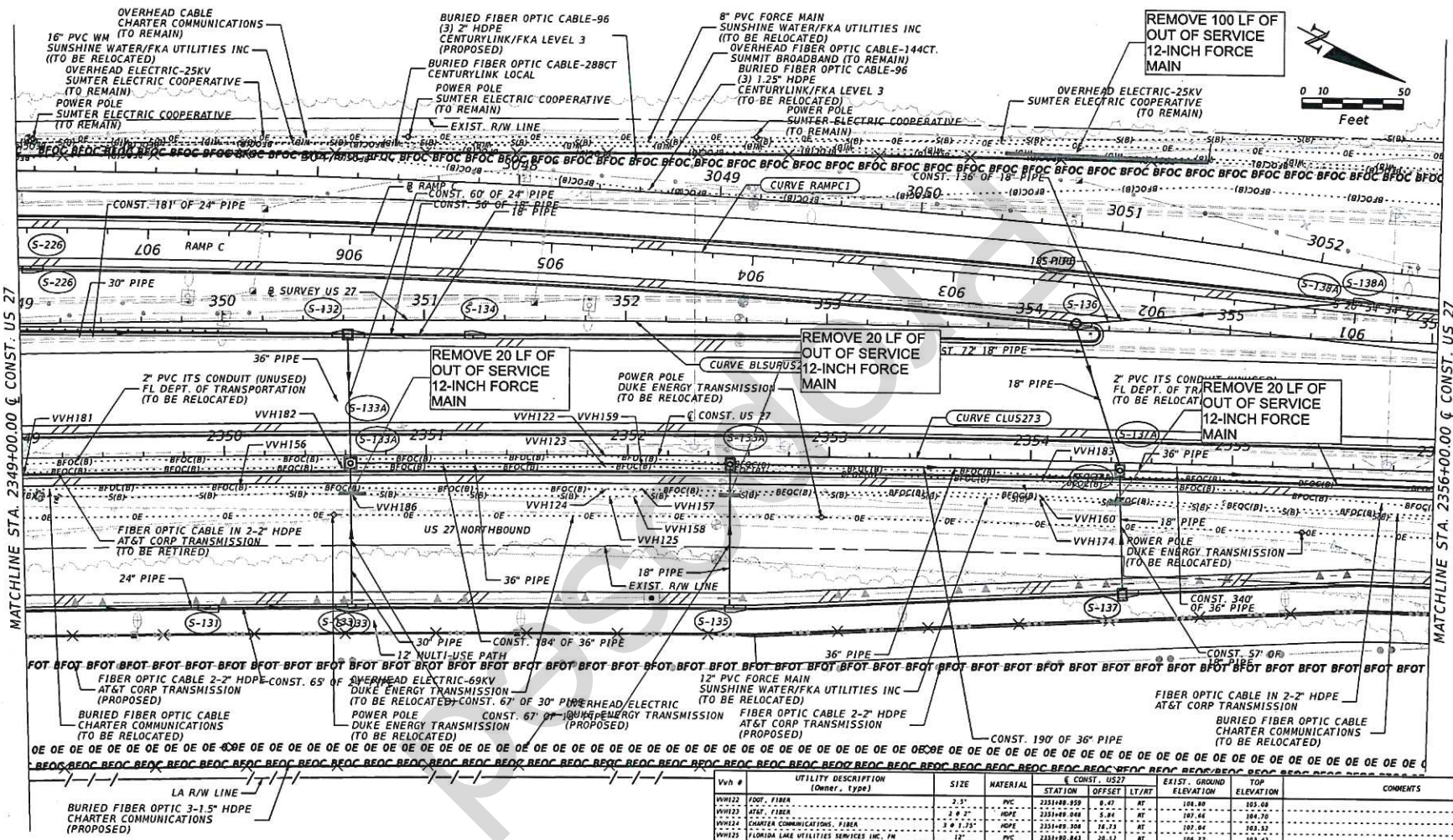
PRELIMINARY



Vvh #	UTILITY DESCRIPTION (Owner, type)	SIZE	MATERIAL	℄ CONST. US27 STATION	OFFSET	LT/RT	EXIST. GROUND ELEVATION	TOP ELEVATION	COMMENTS
VVH122	FDOT, FIBER	2.5"	PVC	2351488.959	8.47	RT	104.80	103.08	
VVH123	AT&T, FIBER	2 @ 2"	HDPE	2351489.048	5.84	RT	107.66	104.70	
VVH124	CHARTER COMMUNICATIONS, FIBER	3 @ 1.75"	HDPE	2351489.308	16.23	RT	107.64	103.53	
VVH125	FLORIDA LAKE UTILITIES SERVICES INC, FM	12"	PVC	2351490.843	20.32	RT	106.22	103.42	
VVH156	CHARTER COMMUNICATIONS, FIBER	3 @ 1.75"	HDPE	2350467.22	13.13	RT	107.50	104.08	
VVH157	CHARTER COMMUNICATIONS, FIBER	3 @ 1.75"	HDPE	2352406.30	16.57	RT	107.17	104.31	
VVH158	FLORIDA LAKE UTILITIES SERVICES INC, FM	12"	HDPE	2352402.87	20.40	RT	106.78	103.64	
VVH159	AT&T, FIBER	2 @ 2"	HDPE	2352406.91	5.30	RT	107.81	101.82	
VVH160	CHARTER COMMUNICATIONS, FIBER	3 @ 1.75"	HDPE	2354404.86	18.30	RT	108.98	104.70	
VVH174	FLORIDA LAKE UTILITIES SERVICES INC, FM	12"	PVC	2354404.84	19.28	RT	108.78	103.38	
VVH181	AT&T, FIBER	2 @ 2"	HDPE	2349400.42	7.66	RT	108.87	103.82	
VVH182	AT&T, FIBER	2 @	HDPE	2350458.55	6.32	RT	108.92	104.12	
VVH183	AT&T, FIBER	2 @ 2"	HDPE	2354405.48	10.51	RT	109.11	104.96	
VVH186	FLORIDA LAKE UTILITIES SERVICES INC, FM	12"	PVC	2350467.86	19.39	RT	106.45	103.05	

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

EDWARD G WOLFSON, P.E.
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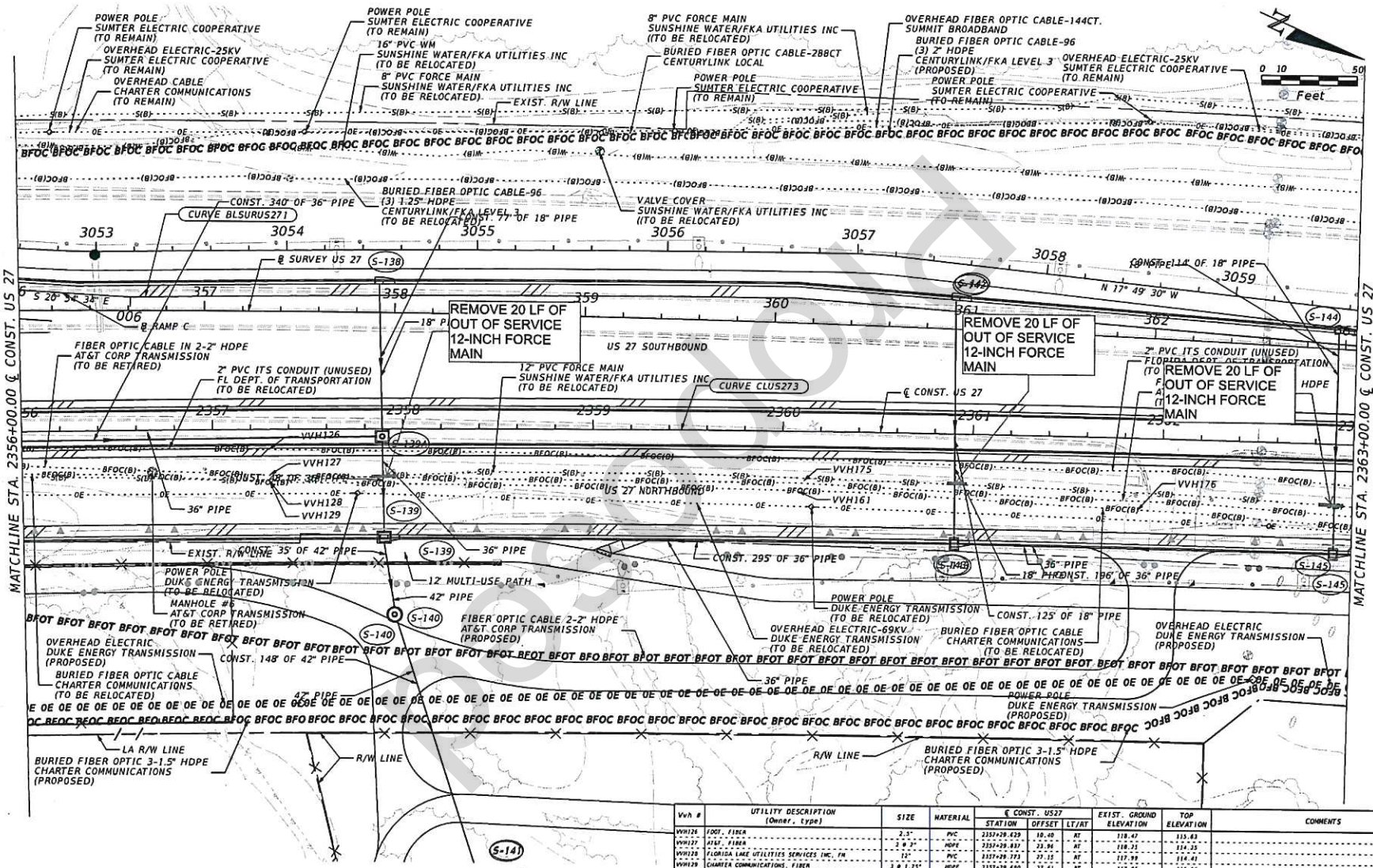

Vvh #	UTILITY DESCRIPTION (Owner, type)	SIZE	MATERIAL	℄ CONST. US27 STATION	OFFSET	LT/RT	EXIST. GROUND ELEVATION	TOP ELEVATION	COMMENTS
VVH126	FOOT, FIBER	2.5"	PVC	2357+28.429	10.40	RT	118.47	115.63	
VVH127	AT&T, FIBER	2 @ 2"	HDPE	2357+29.857	23.94	RT	118.21	114.35	
VVH128	FLORIDA LAKE UTILITIES SERVICES INC, FM	12"	PVC	2357+29.173	27.15	RT	117.99	114.41	
VVH129	CHARTER COMMUNICATIONS, FIBER	3 @ 1.25"	HDPE	2357+29.680	27.41	RT	117.96	115.06	
VVH161	CHARTER COMMUNICATIONS, FIBER	3 @ 1.25"	HDPE	2360+08.03	31.46	RT	130.57	127.45	
VVH175	AT&T, FIBER	2 @ 2"	HDPE	2360+07.88	27.89	RT	131.13	126.42	
VVH176	CHARTER COMMUNICATIONS, FIBER	3 @ 1.25"	HDPE	2361+89.19	27.89	RT	139.21	134.21	

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CFX
LAKE-ORANGE EXPRESSWAY

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CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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US 27

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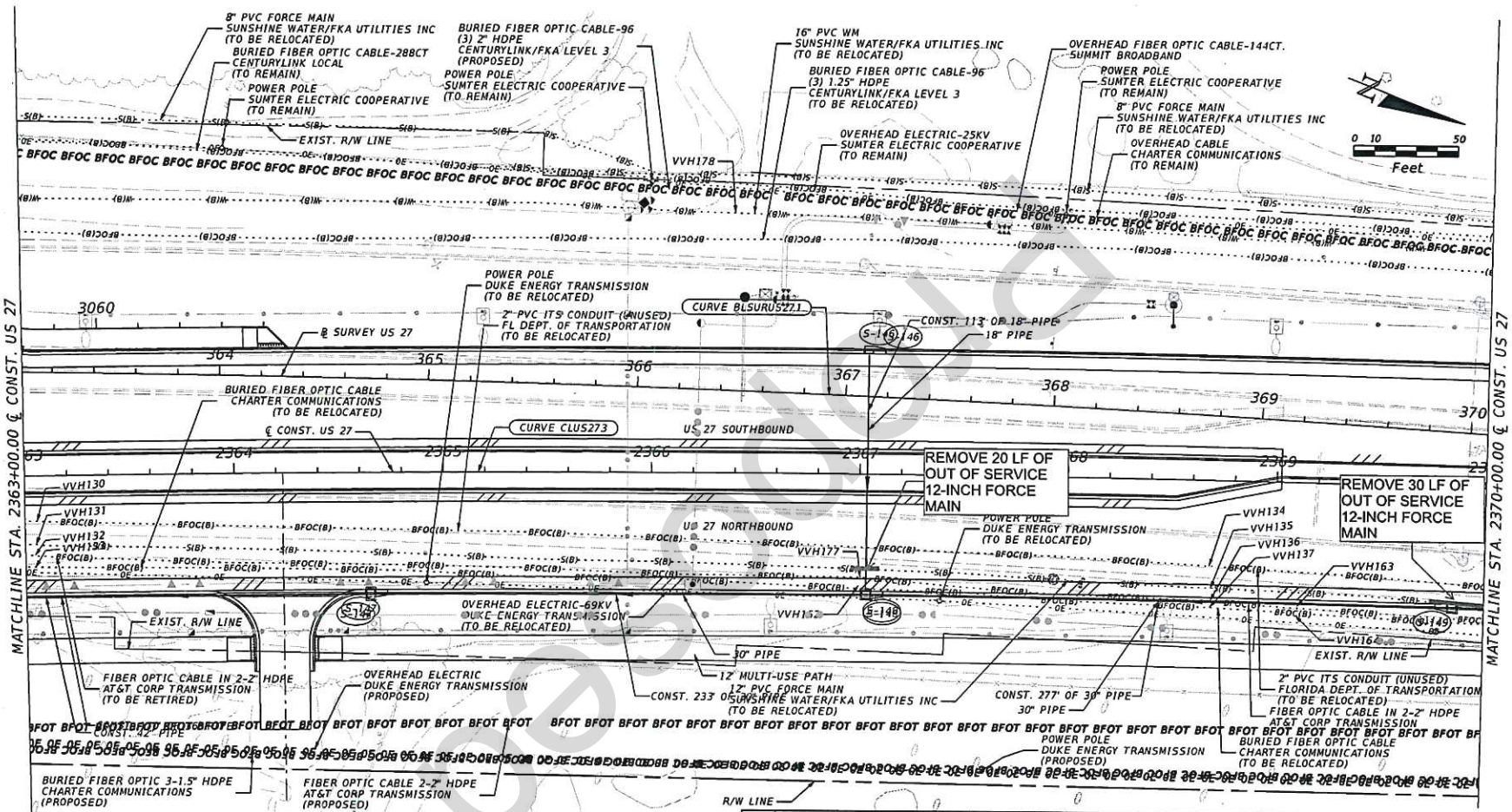

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VVH133	CHARTER COMMUNICATIONS, FIBER	3 @ 1.75"	HDPE	2363+04.469	43.62	RT	141.42	136.18	
VVH132	AT&T, FIBER	2 @ 2"	HDPE	2363+04.553	27.91	RT	142.25	136.47	
VVH131	FLORIDA LAKE UTILITIES SERVICES INC., FM	12"	PVC	2363+05.079	32.82	RT	143.26	138.88	
VVH130	FDOT, FIBER	2.5"	PVC	2363+05.673	21.68	RT	144.28	141.62	
VVH178	UTILITIES INC, WATER	16"	PVC	2366+41.27	124.36	LT	154.08	150.73	
VVH177	AT&T, EXPLORATORY	NA	NA	2367+01.06	49.38	RT	151.57	137.57	EXPLORATORY PROBING TO 14'; AT&T LINE BORED UNDER CULVERT
VVH162	CHARTER COMMUNICATIONS, FIBER	3 @ 1.75"	HDPE	2367+01.81	52.90	RT	150.99	144.37	
VVH134	FDOT, FIBER	2.5"	PVC	2368+67.914	41.08	RT	151.77	148.57	
VVH137	CHARTER COMMUNICATIONS, FIBER	3 @ 1.75"	HDPE	2368+68.194	69.85	RT	149.78	145.84	
VVH136	AT&T, FIBER	2 @ 2"	HDPE	2368+68.701	37.40	RT	149.81	145.18	
VVH135	FLORIDA LAKE UTILITIES SERVICES INC., FM	12"	PVC	2368+68.735	33.70	RT	150.88	147.48	
VVH163	AT&T, FIBER	2 @ 2"	HDPE	2369+07.97	19.36	RT	149.31	144.94	
VVH164	CHARTER COMMUNICATIONS, FIBER	3 @ 1.75"	HDPE	2369+09.70	62.04	RT	149.16	145.36	

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CENTRAL FLORIDA EXPRESSWAY AUTHORITY

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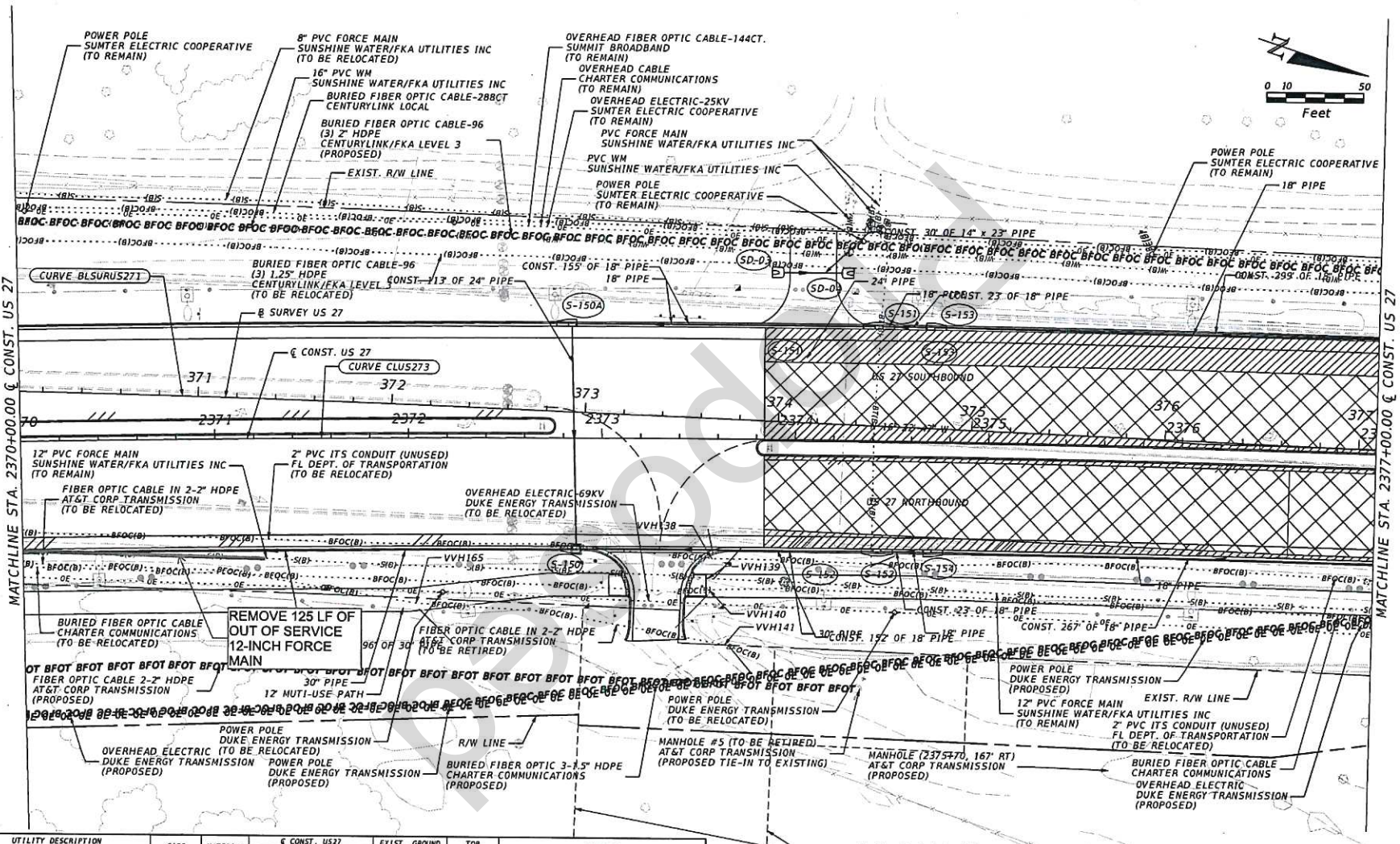
Preliminary



Vvh #	UTILITY DESCRIPTION (Owner, type)	SIZE	MATERIAL	℄ CONST. US27 STATION	OFFSET	LT/RT	EXIST. GROUND ELEVATION	TOP ELEVATION	COMMENTS
VVH138	FDOT, FIBER	2"	PVC	2373+56.809	61.81	RT	151.26	147.30	
VVH139	FLORIDA LAKE UTILITIES SERVICES INC, FM	16"	HDPE	2373+54.888	72.26	RT	149.89	144.27	
VVH140	CHARTER COMMUNICATIONS, FIBER	3 @ 1 1/4"	HDPE	2373+55.833	76.31	RT	149.07	145.63	
VVH141	AT&T, FIBER	2 @ 2"	HDPE	2373+43.744	104.32	RT	143.93	140.16	
VVH165	AT&T, FIBER	2 @ 2"	HDPE	2377+03.28	85.63	RT	149.74	146.74	

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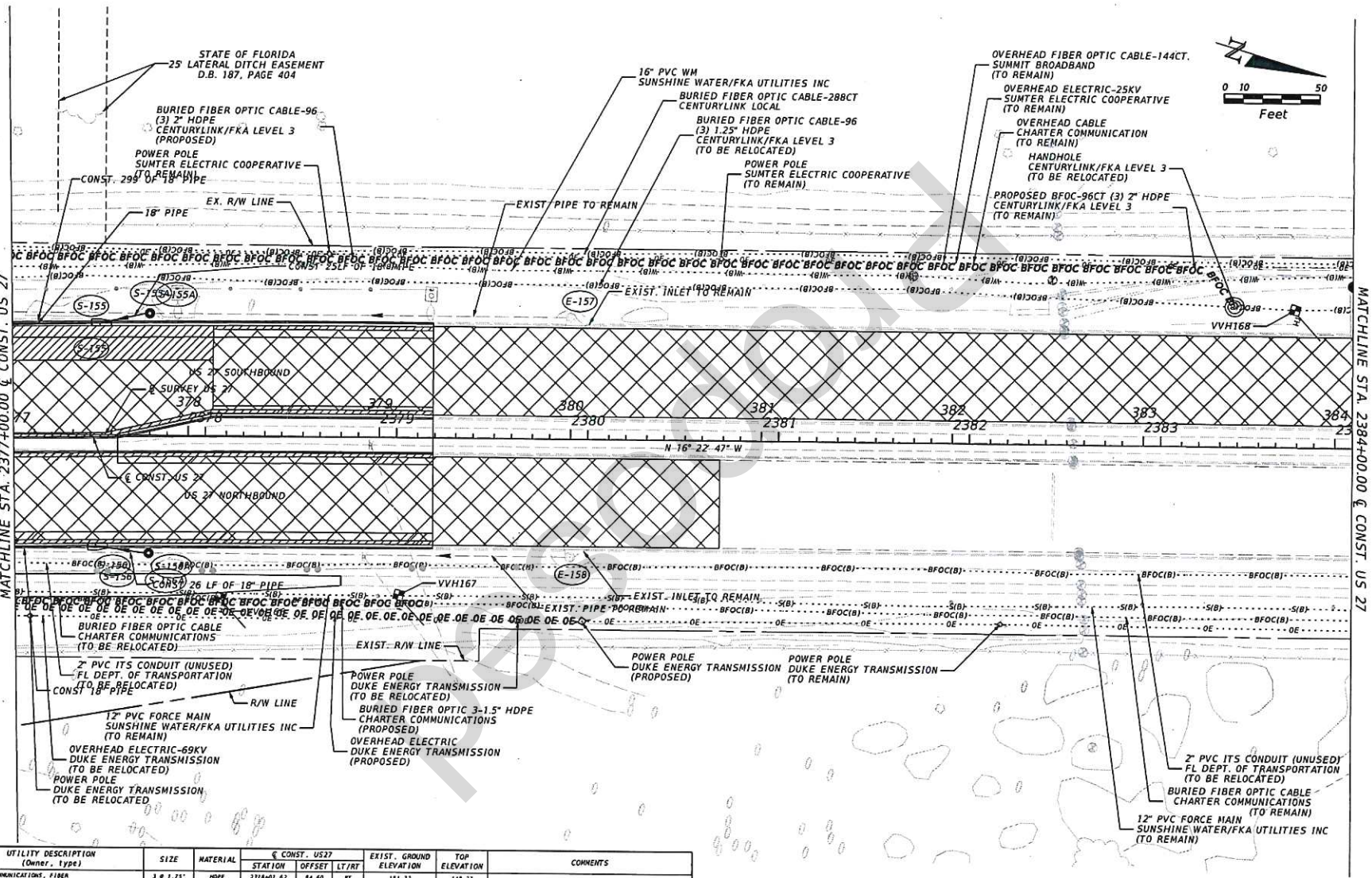

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VVH166	CHARTER COMMUNICATIONS, FIBER	3 @ 1.75"	HDPE	2378+07.62	84.60	RT	151.32	148.27	
VVH167	FLORIDA LIME UTILITIES SERVICES INC., FM	12"	PVC	2379+01.35	92.61	RT	152.28	148.68	
VVH168	CHARTER COMMUNICATIONS, FIBER	3 @ 1.75"	HDPE	2383+69.70	72.20	LT	160.47	157.12	

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CFX
LAKE-ORANGE
EXPRESSWAY

ROAD NO.	PROJECT NO.
SR 516	516-236

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

UTILITY ADJUSTMENT SHEET
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SHEET NO. 895

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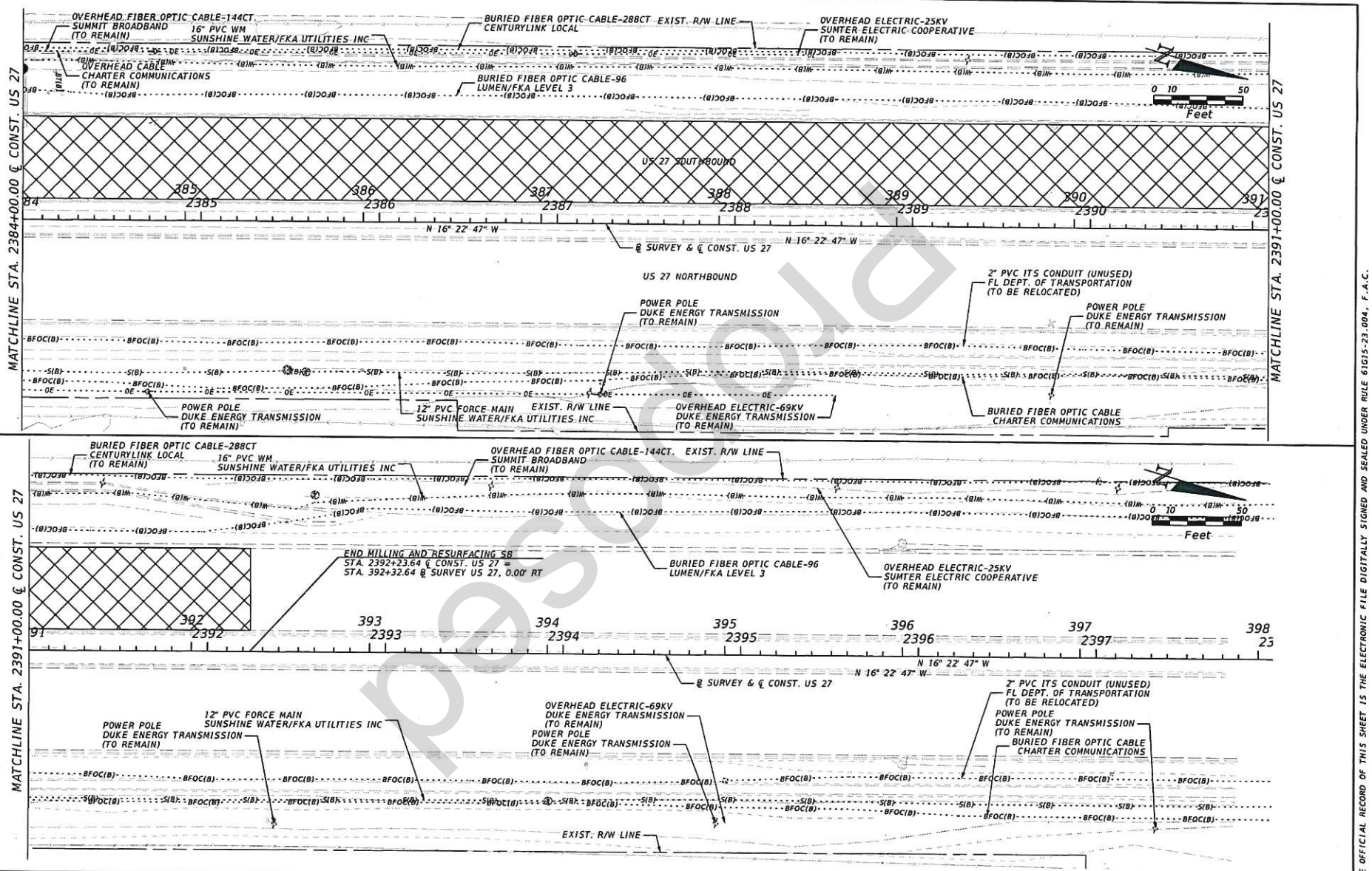

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preliminary

Exhibit "B"
Utility Construction Costs

Sunshine Utilities - Option 1 U.S. 27 and CFX 516 Existing Utility Removal Cost Estimate					
No.	Item	Unit	Quantity	Unit Price	Extended Price
1	General Requirements[1]	LS	1	$ 10,000.00	$ 10,000.00
2	Locates	LS	1	$ 15,000.00	$ 15,000.00
3	MOT (Assumed 5% cost of work)	LS	1	$ 1,860.00	$ 1,860.00
	Sanitary Sewer Force Main				
4	Remove and Dispose of Existing FM	LF	612	$ 37.50	$ 22,950.00
	Potable Water Main				
5	Remove and Dispose of Existing WM	LF	380	$ 37.50	$ 14,250.00
	Subtotal				$ 64,060.00
	Contingency (20%)				$ 12,812.00
	Total				$ 76,872.00

Proposed

CONSENT AGENDA ITEM
#15

MEMORANDUM

TO: CFX Board Members

FROM: Cristina T. Berrios
General Counsel

DATE: February 2, 2026

SUBJECT: Proposed Construction Agreement between the Central Florida Expressway Authority, Osceola County, and CSX Transportation, Inc. for New At-Grade Railway Crossing Surface and Signalization for the CR 532 Widening from Old Lake Wilson Road to US 17/92 regarding the SR 538 Poinciana Parkway Extension Project, Segment 538-235; and Acquisition of Parcel 53-855, an associated Railway Crossing Easement.

In connection with the SR 538 Poinciana Parkway Extension Project and the widening of CR 532 from Old Lake Wilson Road to US 17/92, the Central Florida Expressway Authority ("CFX") must enter into a Construction Agreement with CSX Transportation, Inc. ("CSXT") to facilitate improvements at the existing at-grade rail crossing.

Under the proposed agreement, CSXT will perform engineering, signal upgrades, inspection, flagging, and installation of the new crossing surface at an estimated cost of $1,373,467.00, payable in advance. CSXT will also grant CFX a temporary construction easement and convey a permanent railway crossing easement (Parcel 53-855) to CFX for $163,950.00, based on an appraised value provided by CFX's third-party appraiser.

Upon completion of construction, CFX will convey the completed crossing improvements and permanent easement to Osceola County, which will assume ownership and maintenance responsibilities pursuant to a separate maintenance agreement with CSXT.

The proposed agreement is scheduled for approval by the Osceola County Board of County Commissioners on February 16, 2026. This is included in the Five Year Work Plan.

Board approval of the proposed Construction Agreement between the Central Florida Expressway Authority, Osceola County, and CSX Transportation, Inc. for New At-Grade Railway Crossing Surface and Signalization for the CR 532 Widening from Old Lake Wilson Road to US 17/92 regarding the SR 538 Poinciana Parkway Extension Project, Segment 538-235; and Acquisition of Parcel 53-855, an associated Railway Crossing Easement, is requested.

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. *Marcos Marchena*
Right of Way Counsel
Marchena and Graham, P.A.

DATE: February 2, 2026

SUBJECT: Proposed Construction Agreement between the Central Florida Expressway Authority, Osceola County, and CSX Transportation, Inc. for New At-Grade Railway Crossing Surface and Signalization for the CR 532 Widening from Old Lake Wilson Road to US 17/92 regarding the SR 538 Poinciana Parkway Extension Project, Segment 538-235; and Acquisition of Parcel 53-855, an associated Railway Crossing Easement.

Marchena and Graham, P.A., Right of Way Counsel, seeks Board approval of a proposed Construction Agreement between the Central Florida Expressway Authority (**"CFX"**), Osceola County (**"County"**), and CSX Transportation, Inc. (**"CSXT"**) for a new at-grade railway crossing surface and signalization for the CR 532 (Osceola Polk County Line Road) Widening from Old Lake Wilson Road to US 17/92 regarding the SR 538 Poinciana Parkway Extension Project, Segment 538-235 (the **"SR 538 Extension Project"**); and Acquisition of Parcel 53-855, an associated Railway Crossing Easement in Osceola County, Florida.

BACKGROUND AND DESCRIPTION

In connection with the construction of the SR 538 Extension Project, and specifically the request by the County for CFX to be the lead agency in planning, design, and construction of the widening of CR 532 from Old Lake Wilson Road to 17/92, a joint participation agreement was formed between the County and CFX relating to responsibilities for construction, payment and maintenance, as amended (**"Amended and Restated JPA"**).

As part of the widening of CR 532, CFX will widen the rail crossing located at DOT 622956D Florida Zone, Carters Subdivision, MP A-817.63, which is the area where CR 532 and the CSXT rail line intersect (**"Project Area"**). In order to authorize the performance of the work in the Project Area, CSXT will, at CFX's expense, provide preliminary engineering services, signal upgrade, flagging services and other protective services and devices, construction engineering and inspection, and installation of Hi-rail rubber surfaces.

The estimated cost for the work to be performed by CSXT is **$1,373,467.00**. CSXT requires the funds be deposited with CSXT prior to commencement of the work.

During the construction, CSXT will grant to CFX a temporary construction easement to the extent necessary for the work in the Project Area. Additionally, CSXT will grant to CFX a permanent railway crossing easement for use of the Project, which will be transferred to the County after completion of construction. CFX will be required to pay CSXT **$163,950.00** for such permanent easement, which is the value of the easement as determined by the CFX appraiser.

Upon completion of the Project, CFX shall transfer to the County title to the Project and the County shall assume all maintenance obligations for the Project.

In connection with the permanent easement, CSXT and the County have executed a Maintenance Agreement providing for the on-going use, maintenance, repair, renewal and if required, removal of the Project.

REQUESTED ACTION

Board approval of proposed Construction Agreement between the Central Florida Expressway Authority, Osceola County, and CSX Transportation, Inc. for New At-Grade Railway Crossing Surface and Signalization for the CR 532 Widening from Old Lake Wilson Road to US 17/92 regarding the SR 538 Poinciana Parkway Extension Project, Segment 538-235; and Acquisition of Parcel 53-855, an associated Railway Crossing Easement.

ATTACHMENTS

A. Construction Agreement with CSXT for widening of CR 532 crossing at CSXT Rail Line.

Kissimmee, Osceola Co., FL
Widening of CR 532/Osceola Polk Line Road
622956D; Carters subdivision; A-817.63
CSXT OP# FL2796

CONSTRUCTION AGREEMENT

This Agreement is made as of _____, 20 , by and between CSX TRANSPORTATION, INC., a Virginia corporation with its principal place of business in Jacksonville, Florida ("**CSXT**"), and Osceola County ("**Agency**"), a body corporate and political subdivision of the state of Florida, and CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("**CFX**").

EXPLANATORY STATEMENT

1. CFX proposes to construct, or to cause to be constructed, **widening of CR 532/Osceola Polk Line Road to include new crossing surface and signals at DOT 622956D Florida Zone, Carters Sub., MP A-817.63 (the "Project").**

2. CFX has obtained, or will obtain, all authorizations, permits and approvals from all local, state and federal governmental agencies (including Agency) and their respective governing bodies and regulatory agencies necessary to proceed with the Project and to appropriate all funds necessary to construct and maintain the Project.

3. Upon completion of the Project and Agency's inspection and acceptance of the Project, consisting of all of its permanent aspects of the Project, including its piers, abutments, framework, deck, approaches, supports, roadway, sidewalks, lighting, railings, curbing, landscaping and all incidental or appurtenant improvements, Agency shall accept from CFX, pursuant to that certain Amended and Restated Joint Participation Agreement between Agency and CFX, as amended, title to the Project and shall assume all maintenance obligations with respect to the Project as more particularly described by this Agreement.

4. Agency and CFX acknowledge that: (i) by entering into this Agreement, CSXT will provide services and accommodations to promote public interest in this Project, without profit or other economic inducement typical of other Agency contractors; (ii) neither CSXT nor its affiliates (including their respective directors, officers, employees or agents) will incur any costs, expenses, losses or liabilities in excess of payments made to CSXT, by or on behalf of Agency or its contractors, pursuant to this Agreement; and (iii) CSXT retains the paramount right to regulate all activities affecting its property and operations

5. It is the purpose of this Agreement to provide for the terms and conditions upon which the Project may proceed.

NOW, THEREFORE, in consideration of the foregoing Explanatory Statement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, it is agreed as follows:

1. PROJECT PLANS AND SPECIFICATIONS

1.1 Preparation and Approval. Pursuant to Exhibit A, all plans, specifications, and drawings necessary or appropriate to the design and construction of the Project shall be prepared, at CFX's sole cost and expense, by CFX or CSXT or their respective consultants or contractors. Project

Proposed

plans, specifications and drawings prepared by or on behalf of CFX shall be subject, at CSXT's election, to the review and approval of CSXT and Agency. Such plans, specifications and drawings, whether in original or amended form, as prepared or approved by CSXT and Agency, are referred to as the "Plans". Upon the approval of CSXT and Agency, the Plans shall be incorporated and deemed a part of this Agreement. Plans submitted for approval by CSXT and Agency as of the date of this Agreement are set forth in Exhibit B to this Agreement.

1.2 Effect of CSXT Approval or Preparation of Plans. By its review, approval or preparation of Plans pursuant to this Agreement, CSXT signifies only that such Plans and improvements constructed in accordance with the Plans satisfy CSXT's then existing requirements. CSXT expressly disclaims all other representations and warranties in connection with such Plans, including, but not limited to, the integrity, suitability or fitness for the purposes of CFX, Agency or any other persons of such Plans or improvements constructed in accordance with the Plans.

1.3 Compliance with Plans. The Project shall be constructed in accordance with the Plans. Modifications to the Plans will be permitted only with the approval of CSXT and Agency.

2. ALLOCATION AND CONDUCT OF WORK

Work in connection with the Project shall be allocated and conducted as follows:

2.1 CSXT Work. Subject to timely payment by CFX to CSXT of Reimbursable Expenses (as provided by Section 4), CSXT shall provide, or cause to be provided through its consultants and subcontractors, the services as set forth by Exhibit A to this Agreement. CFX agrees that CSXT shall provide all services that CSXT deems necessary or appropriate (whether or not specified by Exhibit A) to preserve and maintain its property and operations, without impairment or liability exposure of any kind, and in compliance with all applicable federal, state and local regulations and CSXT's contractual obligations, including, but not limited to, CSXT's existing or proposed third party agreements and collective bargaining agreements.

2.2 CFX Work. CFX shall perform, or cause to be performed, all work as set forth by Exhibit A, at CFX's sole cost and expense.

2.3 Conduct of Work.

2.3.1 By CSXT. CSXT shall commence its work under this Agreement following: (i) delivery to CSXT of a notice to proceed from CFX; (ii) payment of Reimbursable Expenses (as provided by Section 4.1) as required by CSXT prior to the commencement of work by CSXT; (iii) issuance of all permits, approvals and authorizations necessary or appropriate for such work; and (iv) CSXT's approval of insurance required by Section 8. CSXT's initiation of any work under this Agreement, including, but not limited to, the issuance of purchase orders or bids for materials or services, shall constitute commencement of work for the purposes of this Section.

2.3.2 By CFX. Neither CFX nor its contractors ("Contractors" or "Contractor") shall commence any work on CSXT property, unless and until: (i) approval by CSXT and Agency of Plans for such work pursuant to Section 1; (ii) CSXT's approval of insurance required by Section 9; (iii) issuance of all permits, approvals and authorizations necessary or appropriate to such work; (iv) payment to CSXT of all Reimbursable Expenses required prior to commencement of such

Proposed

work pursuant to Section 4.1; (v) in the case of work to be performed by Contractor, such Contractor executes and delivers to CSXT the acknowledgment required by Section 3

2.3.3 Completion of Work. The parties intend that all work by CSXT or on or over CSXT property shall be concluded within two (2) years from the date of this agreement. Failure to do so for any reason shall not constitute a default by CSXT.

3. SPECIAL PROVISIONS

CFX shall observe and abide by and shall require its Contractors ("Contractors") to observe and abide by, the terms, conditions and provisions set forth in Exhibit C to this Agreement (the "Special Provisions"). To the extent that CFX performs Project work itself, CFX shall be deemed a Contractor for purposes of this Agreement. CFX further agrees that, prior to the commencement of Project work by any third-party Contractor, such Contractor shall execute and deliver to CSXT Schedule I to this Agreement to acknowledge Contractor's agreement to observe and abide by the terms and conditions of this Agreement.

4. COST OF PROJECT AND REIMBURSEMENT PROCEDURES

4.1 Reimbursable Expenses. CFX shall reimburse CSXT for all costs and expenses incurred by CSXT in connection with the Project, including, without limitation but not limited to, (1) all out of pocket expenses, (2) travel and lodging expenses, (3) telephone, facsimile, and mailing expenses, (4) costs for tools, equipment, materials and supplies, (5) sums paid to CSXT's consultants and subcontractors, and (6) CSXT labor in connection with the Project, together with the overhead percentages and additives established by CSXT (collectively, "Reimbursable Expenses"). Reimbursable Expenses shall also include expenses incurred by CSXT prior to the date of this Agreement to the extent identified by the Estimate provided pursuant to Section 4.2.

4.2 Estimate. CSXT has estimated the total Reimbursable Expenses for the Project as shown on Exhibit D (the "Estimate", as amended or revised). However, the parties acknowledge and agree that actual Reimbursable Expenses may exceed or differ from those set forth in the Estimate, and CFX shall reimburse CSXT for all such Reimbursable Expenses. In the event CSXT anticipates that actual Reimbursable Expenses for the Project may exceed such Estimate, it shall provide CFX with the revised estimate of the total Reimbursable Expenses, together with a revised Payment Schedule (as defined by Section 4.3.1), for CFX's approval. CSXT may elect, by delivery of notice to CFX, to immediately cease all further work on the Project, until CFX provides such approval and confirmation. Upon CFX's approval of the revised estimate, such revised estimate shall be deemed to be the new Estimate. Furthermore, the CFX acknowledges and understands that any estimated cost to construct the project shall only be good for a limited period of time and that any delays to move to construction, if CSXT agrees to such construction, shall result in increased costs.

4.3 Payment Terms. It is the understanding and mutual intent of the parties that CSXT shall obtain payment in advance of its incurrence of Reimbursable Expenses. Accordingly, the parties agree as follows:

4.3.1 Payment Schedule. CFX shall pay CSXT for Reimbursable Expenses as set forth in the Payment Schedule as shown on Exhibit E (the "Payment Schedule", as revised from time to time pursuant to Section 4.2).

PROPOSED

4.3.2 Final Invoice and Reconciliation. Following the completion of the Project, CSXT shall submit to CFX a final invoice that reconciles the total Reimbursable Expenses incurred by CSXT against the total payments received from CFX. CFX shall pay to CSXT the amount by which Reimbursable Expenses exceed total payments, as shown by the final invoice, within thirty (30) days following delivery of such invoice to CFX. In the event that the payments received by CSXT from CFX exceed the Reimbursable Expenses, CSXT shall remit such excess to CFX.

4.3.3 Default Remedies. In the event that CFX fails to pay CSXT any sums due CSXT under this Agreement: (i) CFX shall pay CSXT interest at the lesser of 1.0% per month or the maximum rate of interest permitted by applicable law on the delinquent amount until paid in full; and (ii) CSXT may elect, by delivery of notice to CFX: (A) to immediately cease all further work on the Project, unless and until CFX pays the entire delinquent sum, together with accrued interest; and/or (B) to terminate this Agreement.

4.3.4 Delivery of Invoices and CSXT Payment Address. All invoices from CSXT shall be delivered to CFX in accordance with Section 17 of this Agreement. All payments by CFX to CSXT shall be made by certified check and mailed to the following address or such other address as designated by CSXT's notice to CFX.

CSX Transportation, Inc.
PO Box 530192
Atlanta, GA 30353-0192

4.4 Effect of Termination. CFX's obligation to pay CSXT Reimbursable Expenses through the effective date of any termination of this Agreement in accordance with Section 4 shall survive.

4.5 Agency's Expenses. CSXT shall bear no responsibility or liability to Agency for payment of any costs or expenses owed or due Agency from CFX.

5. EASEMENTS AND LICENSES

5.1 CFX Obligation. CFX shall acquire all necessary licenses, permits and easements required for the Project.

5.2 Temporary Construction Licenses. Insofar as it has the right to do so, CSXT hereby grants CFX a nonexclusive license to access CSXT's property, to the extent necessary for the construction of the Project (excluding ingress or egress over public grade crossings), along such routes and upon such terms as may be defined and imposed by CSXT or its authorized representative, and such temporary construction easements as may be designated on the Plans approved by CSXT and Agency.

5.3 Permanent Easements. Insofar as it has the right to do so, CSXT shall grant, without warranty to CFX and Agency, easement (the "Easement") for the use and maintenance of the Project as set forth in Section 9.1 wholly or partly on CSXT property as shown on the Plans approved by CSXT, if any, on terms and conditions and at a price acceptable to CSXT, Agency and CFX. Upon request by CSXT, CFX shall furnish to CSXT descriptions and plat plans for the Easement.

Proposed

5.4 Maintenance Agreement. Contemporaneous with the execution of this Agreement, CSXT and Agency have executed that certain Maintenance Agreement providing for Agency's ongoing use, maintenance, repair, renewal, and removal of the Project.

5.5 Permanent Easements. Insofar as it has the right to do so, CSXT shall grant, without warranty to Agency, easements for the use and maintenance (in accordance with the provisions of the Maintenance Agreement described in 5.4) of the Project wholly or partly on CSXT property as shown on the Plans approved by CSXT, if any, on terms and conditions and at a price acceptable to both parties. Upon request by CSXT, Agency shall furnish to CSXT descriptions and plat plans for the easements.

Proposed

6. PERMITS

At its sole cost and expense, CFX shall procure all permits and approvals required by any federal, state, or local governments or governmental agencies for the construction, maintenance and use of the Project, copies of which shall be provided to CSXT and Agency.

7. TERMINATION OF PROJECT OR AGREEMENT

7.1 By CFX. For any reason, CFX may, at its sole remedy, terminate this Agreement and the Project, by delivery of notice to CSXT. CFX acknowledges and agrees that, in the event of the actual, purported or alleged breach of this Agreement by CSXT, CFX's sole remedy is termination of this Agreement, and CFX shall not pursue either specific performance or recovery of direct, indirect, consequential, incidental or punitive damages. Regardless of the reason for such termination, CFX shall reimburse CSXT for all costs and expenses incurred by CSXT pursuant to this Agreement, including costs incurred in stopping work and returning CSXT property to its original condition.

7.2 BY CSXT. In addition to the rights and remedies available to CSXT under this Agreement, CSXT may terminate this Agreement by delivery of notice to CFX and Agency in the event that CFX or its Contractors fail to observe or perform any of their obligations under this Agreement, and such failure continues more then ten (10) business days following delivery of notice of such failure by CSXT to CFX.

7.3 Consequences of Termination. If the Agreement is terminated by a party pursuant to this Section or any other provision of this Agreement, the parties understand that it may be impractical for them to immediately stop the Work. Accordingly, they agree that, in such instance a party may continue to perform Work until it has reached a point where it may reasonably and safely suspend the Work. CFX shall reimburse CSXT pursuant to this Agreement for the Work performed, plus all costs reasonably incurred by CSXT to discontinue the Work and protect the Work upon full suspension of the same, the cost of returning CSXT's property to its former condition, and all other costs of CSXT incurred as a result of the Project up to the time of full suspension of the Work. Termination of this Agreement or Work on the Project, for any reason, shall not diminish or reduce CFX's obligation to pay CSXT for Reimbursable Expenses incurred in accordance with this Agreement. In the event of the termination of this Agreement or the Work for any reason, CSXT's only remaining obligation to CFX shall be to refund to CFX payments made to CSXT in excess of Reimbursable Expenses in accordance with Section 4.

8. INSURANCE

In addition to the insurance that CFX requires its Contractor to have, CFX shall acquire or require its Contractor to acquire insurance in compliance with CSXT's insurance requirements attached to this Agreement as Exhibit F. Neither CFX nor Contractor shall commence work on the Project until such policy or policies have been submitted to and approved in writing by CSXT's Risk Management Department. If CFX shall fail for any reason to maintain such insurance, CSXT shall be entitled, by delivery of notice to CFX to terminate this Agreement and/or terminate or suspend performance of all work on the Project by CSXT and by CFX and its Contractors on CSXT property.

9. OWNERSHIP, MAINTENANCE AND ALTERATIONS

9.1 Ownership and Maintenance. Unless and until Agency accepts the Project in accordance with Section 12, CFX shall own and without costs to CSXT, maintain, repair, replace and renew the Project. In the event CFX fails to do so after reasonable notice from CSXT (no more than ninety (90) days, unless an emergency condition exists or is imminent in the opinion of CSXT, that requires immediate action), CSXT may perform such maintenance and repair, at the sole cost and expense of CFX. CFX shall notify CSXT of all maintenance and repair activities to be undertaken on, over or within fifty (50) feet of CSXT's right-of-way and enter into such flagging and protective services agreements, as CSXT may require, to ensure the safe and efficient operation of its rail service and CFX's maintenance activities, at CFX's sole cost and expense. Following Agency's acceptance of the Project in accordance with Section 12, Agency shall own the Project and abide by the foregoing provisions applicable to CFX.

9.2 Alterations. Neither Agency nor CFX shall undertake any alteration, modification or expansion of the Project, without the prior approval of CSXT, which may be withheld for any reason, and the execution of such agreements as CSXT may require. For the purposes of this Section 10.2, an alteration, modification or expansion of the Project consists of changes to the dimensions of the Project within the bounds of CSXT's property or right-of-way, or air space over such Property or right-of-way, including, without limitation, vertical and horizontal clearances, changes affecting the useful life, use or capacity of the Project or any of its components.

9.3 No Use Prior to Agency's Acceptance. Agency and CFX acknowledge and agree that the Project shall not be opened to pedestrian or vehicular traffic other than for use by CFX or its Agents, and CFX shall barricade and post signage acceptable to CSXT and Agency to prevent such use of the Project by other than CFX and its Agents, at CFX's sole cost and expense, until CFX has assigned, conveyed and dedicated to Agency, and Agency has accepted such assignment, conveyance and dedication of the Project, in accordance with Section 12.

9.4 Cessation of Use. Upon abandonment of the use of the Project and subject to the dedication and conveyance of the Project to Agency in accordance with Section 12.1, the Agency shall be responsible for removal of the Project, at it's sole cost and expense, and shall reimburse CSXT for all costs and expense incurred by CSXT in connection with such removal.

9.5 Permanent Easement. The Easement granted by CSXT pursuant to Section 5.3 shall incorporate the foregoing provisions and such other covenants and restrictions as CSXT may require to implement the provisions of this Section 9.

Proposed

10. INDEMNIFICATION

10.1 Generally. To the maximum extent permitted by applicable law, CFX and its Contractors shall indemnify, defend, and hold CSXT and its affiliates harmless from and against all claims, demands, payments, suits, actions, judgments, settlements, and damages of every nature, degree, and kind (including direct, indirect, consequential, incidental, and punitive damages), for any injury to or death to any person(s) (including, but not limited to the employees of CSXT, CSXT's affiliates, Agency, CFX, its Contractors or their respective agents or representatives), for the loss of or damage to any property whatsoever (including but not limited to property owned by or in the care, custody, or control of CSXT, CSXT's affiliates, Agency, CFX its Contractors or their respective agents or representatives) and environmental damages and any related remediation brought or recovered against CSXT and its affiliates), arising directly or indirectly from the negligence, recklessness or intentional wrongful misconduct of the Contractors, CFX, Agency and their respective agents, employees, invitees, contractors, or its contractors' agents, employees or invitees in the performance of work in connection with the Project or activities incidental thereto, or from their presence on or about CSXT's property. The foregoing indemnification obligation shall not be limited to the insurance coverage required by this Agreement, except to the extent required by law or otherwise expressly provided by this Agreement.

10.2 Compliance with Laws. CFX and its Contractors shall comply, and shall require its Contractors to comply, with any federal, state, or local laws, statutes, codes, ordinances, rules, and regulations applicable to its construction and maintenance of the Project. CFX and its Contractors shall indemnify, defend, and hold CSXT and its affiliates harmless with respect to any fines, penalties, liabilities, or other consequences arising from breaches of this Section.

10.3 CSXT Affiliates. For the purpose of this Section 11, CSXT's affiliates include CSX Corporation and all entities, directly or indirectly, owned or controlled by or under common control of CSXT or CSX Corporation and their respective officers, directors, employees and agents.

10.4 Notice of Incidents. CFX and its Contractor shall notify CSXT promptly of any loss, damage, injury or death arising out of or in connection with the Project work.

10.5 Survival. The provisions of this Section 10 shall survive the termination or expiration of this Agreement, for any reason.

11. INDEPENDENT CONTRACTOR

The parties agree that neither CFX nor its Contractors shall be deemed either agents or independent contractors of CSXT. Except as otherwise provided by this Agreement, CSXT shall exercise no control whatsoever over the employment, discharge, compensation of, or services rendered by CFX or CFX's Contractor, or the construction practices, procedures, and professional judgment employed by CFX or its Contractor to complete the Project. Notwithstanding the foregoing, this Section 10 shall in no way affect the absolute authority of CSXT to prohibit CFX or its Contractor or anyone from entering CSXT's property, or to require the removal of any person from its property, if it determines, in its sole discretion, that such person is not acting in a safe manner or that actual or potential hazards in, on or about the Project exist.

12. PUBLIC DEDICATION OF PROJECT

12.1 Dedication and Conveyance. Upon completion of the Project, CFX shall deliver notice of completion to CSXT and Agency. Agency and CSXT shall promptly inspect the Project and

Proposed

notify CFX and the other party of its acceptance of the Project or its determination that the Project requires further work to comply with the Plans. If either Agency or CSXT notify CFX of its determination that such work is required, CFX shall promptly perform such work and notify CSXT and Agency upon completion of such work. Upon the completion of the Project in accordance with the Plans, to the satisfaction of CSXT and Agency, CFX shall assign, dedicate and convey to Agency, and Agency shall accept such assignment, dedication and conveyance of clear and merchantable title to all of CFX's right, title and interest in or to the Project and CFX's obligations under Section 9 of this Agreement and the Easement, by written instrument acceptable in form and substance to CSXT and Agency. In the event that such assignment, conveyance, and dedication is not completed by **December 31, 2030**, CSXT shall, subject to its written approval of an extension of this date, be permitted to terminate this Agreement pursuant to Section 7 and to require the removal of the Project within CSXT right-of-way in accordance with Section 7.3.

13. COMPLETE UNDERSTANDING

This Agreement embodies the entire understanding of the parties, may not be waived or modified except in a writing signed by authorized representatives of all parties, and supersedes all prior or contemporaneous written or oral understandings, agreements, or negotiations regarding its subject matter. In the event of any inconsistency between this Agreement and the Exhibits, the more specific terms of the Exhibits shall be deemed controlling.

14. WAIVER

If any party fails to enforce its respective rights under this Agreement or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.

15. ASSIGNMENT

CSXT may assign this Agreement and all rights and obligations herein to a successor in interest, parent company, affiliate, or future affiliate. Upon assignment of this Agreement by CSXT and the assumption of CSXT's assignee of CSXT's obligations under this Agreement, CSXT shall have no further obligation under this Agreement. CFX shall not assign its rights or obligations under this Agreement without CSXT's prior written approval, which approval may be withheld for any reason.

16. NOTICES.

All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered upon personal delivery, upon the expiration of three (3) days following mailing by first class U.S. mail, or upon the next business day following mailing by a nationally recognized overnight carrier, to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other parties:

Proposed

If to CSXT:

CSX Transportation, Inc.
500 Water Street, J-301
Jacksonville, Florida 32202
Attention: Edward D. Sparks II, PE
Chief Engineer – Bridges, Design & Construction

If to CFX:

Central Florida Expressway Authority
4874 ORL Tower Road
Orlando, Florida 32807
Attention: Cristina Barrios – General Counsel

If to Agency:

Osceola County
1 County Square
Suite 4500
Kissimmee, Florida 34741
Attention: Don Fisher, County Manager

18. SEVERABILITY

The parties agree that if any part, term or provision of this Agreement is held to be illegal, unenforceable or in conflict with any applicable federal, state, or local law or regulation, such part, term or provision shall be severable, with the remainder of the Agreement remaining valid and enforceable.

19. APPLICABLE LAW

This Agreement shall be governed by the laws of the Florida, exclusive of its choice of law rules. The parties further agree that the venue of all legal and equitable proceedings related to disputes under this Agreement shall be situated in Jacksonville, FL, and the parties agree to submit to the personal jurisdiction of any State or Federal court situated in Osceola County, FL.

Proposed

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in triplicate, each by their duly authorized representatives as of the date of this Agreement.

Approved as to form and legality
for use and reliance by the
Central Florida
Expressway Authority:

Marchena and Graham, P.A.

By: _____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY:

By: _____
Name: _____
Title: _____

OSCEOLA COUNTY:

By: _____
Name: _____
Title: _____

CSX TRANSPORTATION, INC.

By: _____
Name:
Title:

Proposed

EXHIBIT A
ALLOCATION OF WORK

Subject to Section 2.1, work to be performed in connection with the Project is allocated as follows:

A. CFX shall let by contract to its Contractors:

1. All roadway per approved plans.

B. CSXT shall perform or cause to be performed:

1. Preliminary engineering services.
2. Signal upgrade per HO1
3. Flagging services and other protective services and devices as may be necessary.
4. Construction engineering and inspection to protect the interest of CSXT.
5. Installation of Hi-rail rubber surface.

Proposed

EXHIBIT B

PLANS AND SPECIFICATIONS

Plans, Specifications and Drawings:

As of the date of this Agreement, the following plans, specifications and drawings have been submitted by CFX to CSXT for its review and approval:

Plans attached

Proposed

RECEIVED
STV
Oct. 18, 2023
OP# FL2796

COMPONENT PLANS

SIGNING AND PAVEMENT MARKING PLANS
SIGNALIZATION PLANS
LIGHTING PLANS
LANDSCAPE OPPORTUNITY PLAN
IRRIGATION SLEEVING PLANS

INDEX OF ROADWAY PLANS

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11	EXISTING STRUCTURES
12-16	TYPICAL SECTIONS
17	DRIVEWAY TYPICAL SECTIONS
18	SIDE STREET TYPICAL SECTIONS
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199-200	CROSS SECTION PATTERN
201	ROADWAY SOIL SURVEY
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279-292	DRIVEWAY CROSS SECTIONS
293-299	SIDE-STREET CROSS SECTIONS
300-318	POND CROSS SECTIONS
319-320	STORMWATER POLLUTION PREVENTION PLAN
321-440	TEMPORARY TRAFFIC CONTROL PLANS
441-442	DETOUR SHEETS
443-473	UTILITY ADJUSTMENT SHEETS
474-480	MUCK DELINEATION PLAN
SQ-1 TO SQ-20	SUMMARY OF QUANTITIES

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CONTRACT PLANS

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

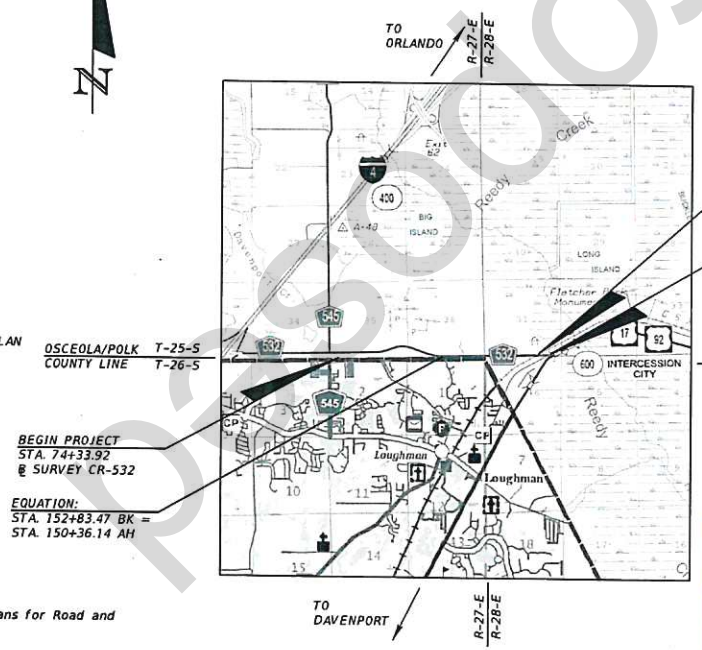
COUNTY ROAD NO. 532

CFX PROJECT NUMBER: 538-235A

ROADWAY PLANS



LOCATION OF PROJECT



OSCEOLA/POLK COUNTY LINE T-25-S / T-26-S

BEGIN PROJECT
STA. 74+33.92
℄ SURVEY CR-532

EQUATION:
STA. 152+83.47 BK =
STA. 150+36.14 AH

CSXT MP A-817.63
DOT 622956D

END PROJECT
STA. 225+65.00
℄ SURVEY CR-532

T-25-S OSCEOLA/POLK
T-26-S COUNTY LINE

TO KISSIMMEE

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
GOVERNING BOARD

BUDDY DYER	MAYOR OF ORLANDO
SEAN PARKS	CHAIRMAN, LAKE COUNTY REPRESENTATIVE
JERRY DEMINGS	VICE CHAIRMEN, ORANGE COUNTY MAYOR
BRANDON ARRINGTON	OSCEOLA COUNTY REPRESENTATIVE
LEE CONSTANTINE	TREASURER, SEMINOLE COUNTY REPRESENTATIVE
VICTORIA SIPLIN	ORANGE COUNTY REPRESENTATIVE
JAY MADARA	GOVERNOR'S APPOINTEE
CURT SMITH	BREVARD COUNTY REPRESENTATIVE
RAFAEL E. MARTINEZ	GOVERNOR'S APPOINTEE
CHRISTOPHER MAIER	GOVERNOR'S APPOINTEE

ROADWAY PLANS ENGINEER OF RECORD:

HAO T. CHAU, P.E.
P.E. NO.: 61640
KIMLEY HORN AND ASSOCIATES, INC.
189 SOUTH ORANGE AVENUE, SUITE 1000
ORLANDO, FLORIDA, 32801
CONTRACT NO.: 001649
VENDOR NO.: F560885615-001
REGISTRY NO. 696

CFX PROJECT MANAGER:

DANA CHESTER, P.E.

GOVERNING DESIGN STANDARDS:

Florida Department of Transportation, FY 2023-24 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

Standard Plans for Road and Bridge Construction and associated IRs are available at the following website: http://www.fdot.gov/design/standardplans

GOVERNING STANDARD SPECIFICATIONS:

Florida Department of Transportation, July 2022 Standard Specifications for Road and Bridge Construction at the following website:
http://www.fdot.gov/programmanagement/Implemented/SpecBooks

REVISIONS:

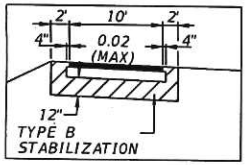
REVIEW IS FOR GENERAL COMPLIANCE WITH CONTRACT DOCUMENTS NO RESPONSIBILITY IS ASSUMED FOR CORRECTNESS OF DIMENSIONS OR DETAILS	
NO EXCEPTION TAKEN	XXX
EXCEPTIONS NOTED	
AMEND & RESUBMIT	
REJECTED - SEE REMARKS	
STV Date:05/14/2024 By: BKH	

FISCAL YEAR	SHEET NO.
23	1

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

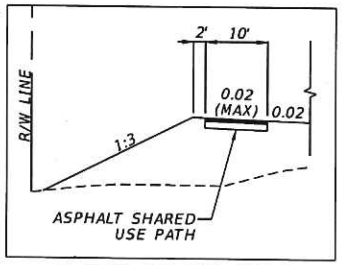
10/4/2023 7:51:15 AM samuel.baumley E:\ORL Roadway\149800003 CFX CR 532\2 CADD\149800003\roadway\KEYSN001.dgn

passed



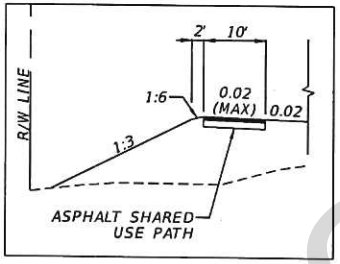
SHARED USE PATH DETAIL

OPTIONAL BASE GROUP 1 WITH
TYPE SP STRUCTURAL
COURSE (TRAFFIC A) (1.5")



SLOPE DETAIL (LT.)

STA. 218+50.00 TO STA. 220+50.00



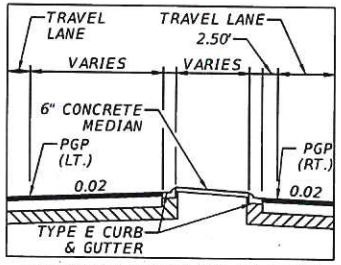
SLOPE DETAIL (LT.)

STA. 220+50.00 TO STA. 223+50.00

TYPICAL SECTION NO. 2
CR 532 WIDENING
FROM OLD LAKE WILSON
ROAD TO US 17/92
STA. 213+00.00 TO
STA. 225+65.00

NEW CONSTRUCTION

OPTIONAL BASE GROUP 10 WITH
TYPE SP STRUCTURAL COURSE (TRAFFIC C) (4") AND
FRICTION COURSE FC-12.5 (TRAFFIC C) (1.5")



CURBED MEDIAN DETAIL

STA. 213+00.00 TO STA. 217+25.05

TRAFFIC DATA

CURRENT YEAR = 2021 AADT = 17,500
ESTIMATED OPENING YEAR = 2025 AADT = 29,500
ESTIMATED DESIGN YEAR = 2045 AADT = 42,500
K = 9% D = 55% T = 11.7% (24 HOUR)
DESIGN HOUR T = 5.5%
DESIGN SPEED = 40 MPH

WIDENING
STA. 224+53.19 TO 224+86.25
℄ SURVEY CR-532

WIDENING

OPTIONAL BASE GROUP 10 WITH
TYPE SP STRUCTURAL COURSE (TRAFFIC C) (4") AND
FRICTION COURSE FC-12.5 (TRAFFIC C) (1.5")

MILLING AND RESURFACING
STA. 224+58.00 TO 225+65.00
℄ SURVEY CR-532

MILLING

MILL EXISTING PAVEMENT (3.5" DEPTH)

RESURFACING

TYPE SP STRUCTURAL COURSE (TRAFFIC C) (2") AND
FRICTION COURSE FC-12.5 (TRAFFIC C) (1.5")

BLACK BASE
STA. 503+03.60 TO 508+66.51
℄ PGL RT.
STA. 603+69.23 TO 608+70.86
℄ PGL LT.

NEW CONSTRUCTION WITH BLACK BASE

TYPE B - 12.5 BASE COURSE (6") WITH
TYPE SP STRUCTURAL COURSE (TRAFFIC C) (4") AND
FRICTION COURSE FC-12.5 (TRAFFIC C) (1.5")

reasonable

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

HAO T. CHAU, P.E.
P.E. LICENSE NUMBER 61640
KIMLEY HORN AND ASSOCIATES INC.
189 SOUTH ORANGE AVENUE, SUITE 1000
ORLANDO, FLORIDA, 32801
REGISTRY NO. 696

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

ROAD NO.	PROJECT NO.
CR-532	538-235A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

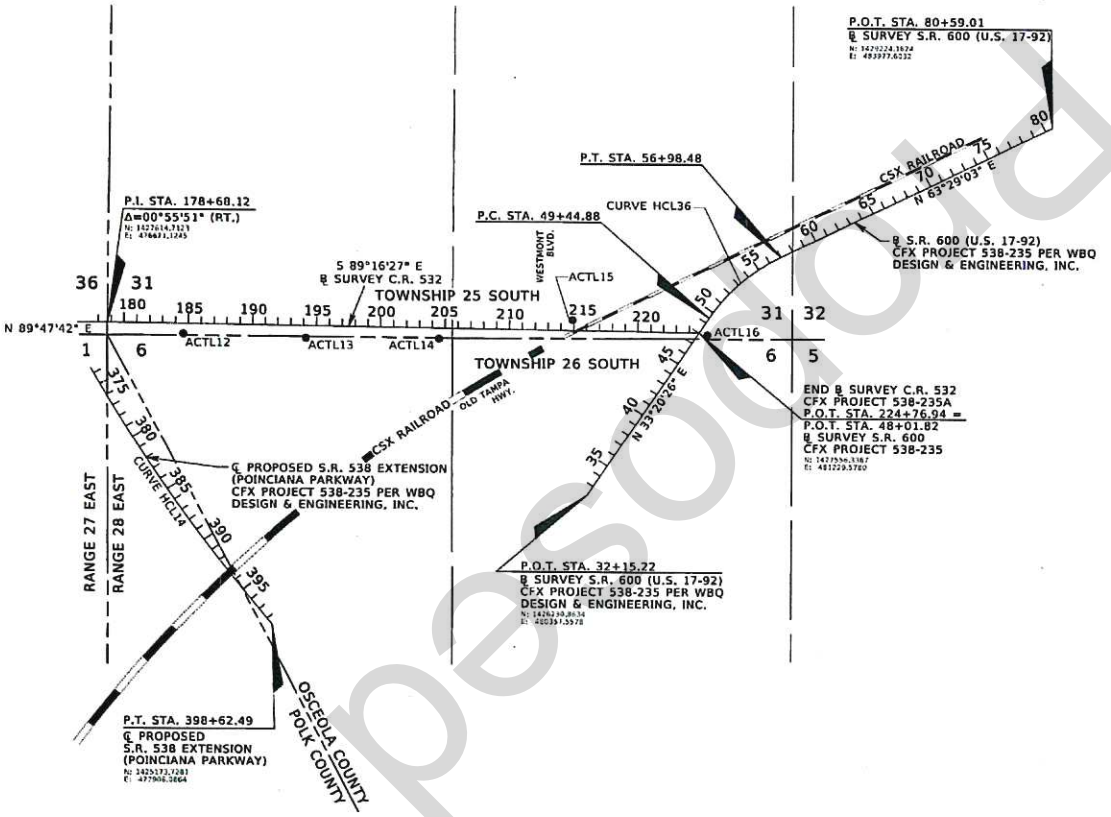
TYPICAL SECTION (02)

SHEET NO. 14

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

F:\DBL Roadway\749800003 CFX CR 532\2 CADD\749800003\roadway\TYP550001.dgn
7:55:35 AM
10/4/2023
samuel.baumley

SPECIFIC PURPOSE SURVEY



CURVE HCL14
P.I. STA. 379+60.24
N: 1426655.1055
E: 476668.8314
Δ = 16°50'47" (LT.)
T = 1930.10'
L = 3832.35'
R = 13034.00'
P.C. STA. 360+30.14
P.T. STA. 398+62.49

CURVE HCL36
P.I. STA. 53+30.62
N: 1427998.1058
E: 481520.2149
Δ = 30°08'37" (RT.)
T = 385.74'
L = 753.60'
R = 1432.42'
P.C. STA. 49+44.88
P.T. STA. 56+98.48

SEE SHEET 1 FOR GENERAL NOTES AND LEGEND

C.R. 532 FROM LAKE WILSON ROAD TO S.R. 600 (U.S. 17-92)

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

HAO T. CHAU, P.E.
P.E. LICENSE NUMBER 61640
KIMLEY HORN AND ASSOCIATES INC.
189 SOUTH ORANGE AVENUE, SUITE 1000
ORLANDO, FLORIDA, 32801
REGISTRY NO. 696

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

ROAD NO.	PROJECT NO.
CR-532	538-235A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

PROJECT CONTROL SHEET (02)

SHEET NO. 46

pesoord

STANDARD ROADWAY GENERAL NOTES

1. BENCHMARK ELEVATIONS SHOWN ON THE PLANS ARE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29) OR THE NORTH AMERICAN VERTICAL DATUM 1988 (NAVD 88) (EOR to specify). ALL SURVEY INFORMATION WAS OBTAINED FROM A LICENSED FLORIDA PROFESSIONAL SURVEYOR AND MAPPER AND UTILIZED AS SUPPORTING DATA IN THE PRODUCTION OF DESIGN PLANS AND FOR CONSTRUCTION ON SUBJECT PROJECT. THE PROFESSIONAL SURVEYOR AND MAPPER OF RECORD IS:

   MIKE PATTERSON, P.S.M.
   P.S.M. NO.: 6560
   ECHO UES, INC.
   4803 GEORGE ROAD, SUITE 350
   TAMPA, FLORIDA 33634

2. THE LOCATION(S) OF THE UTILITIES SHOWN IN THE PLANS (INCLUDING THOSE DESIGNATED Vv, Vh, AND Vvh) ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY. THE VERIFIED LOCATIONS/ELEVATIONS APPLY ONLY AT THE POINTS SHOWN. INTERPOLATIONS BETWEEN THESE POINTS HAVE NOT BEEN VERIFIED.

3. UTILITY/AGENCY OWNERS:

COMPANY	CONTACT	TELEPHONE NUMBER
KINDER MORGAN	MARK CLARK	(813) 781-1718
CENTURYLINK	KEN LUTZ	(863) 452-3185
CHARTER COMMUNICATIONS	JOHN SMITH	(407) 448-5513
DUKE ENERGY-DISTRIBUTION	ROBB BROWN	(352) 459-4671
DUKE ENERGY-TRANSMISSION	SCOTT VANVELZOR	(727) 332-9403
DUKE ENERGY-FIBER	JULIAN JORDAN	(813) 407-8777
FLORIDA SOUTHEAST CONNECTION	SEGUN OJETAYO	(713) 951-5379
GULFSTREAM NATURAL GAS	FRED DELOACH	(941) 723-7108
FRONTIER COMMUNICATIONS	FRED VALDES	(863) 688-9714
TOHO WATER AUTHORITY	ROBERT PELHAM	(407) 944-5132
SPECTRUM	GENE GREGORY	(863) 333-4763
TECO PEOPLES GAS	BRUCE STOUT	(407) 420-2678
POLK COUNTY UTILITIES	RYAN D. BENGSCH	(863) 298-4193
SPECTRA ENERGY-SABAL TRAIL	PETER KERRIGAN	(781) 844-6690
UNITI FIBER	JAMES MOSLEY	(251) 654-8216
KISSIMME UTILITY AUTHORITY/ TRANSTATE INDUSTRIAL PIPELINE	FELIX ESCOBAR	(407) 933-7777 x6600
COMCAST CABLE	JOE VON SCHMIDT	(407) 849-3611
VERIZON BUSINESS/MCI	THOMAS CLARK	(918) 590-9903
SUMMIT BROADBAND	MICHELLE DANIEL	(407) 996-1183

4. NOTE NOT USED.

5. ANY NGVD 29 OR NAVD 88 MONUMENT WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF IN DANGER OF DAMAGE, NOTIFY:

   BUREAU OF SURVEYING & MAPPING
   DEPARTMENT OF ENVIRONMENTAL PROTECTION
   COMMONWEALTH BOULEVARD, MP 105
   TALLAHASSEE, FL 32399-3000
   TELEPHONE (850) 245-2606

6. NOTE NOT USED.

7. DO NOT BRING ANY HAZARDOUS MATERIALS ONTO THE PROJECT. SHOULD SUCH MATERIALS BE REQUIRED FOR PERFORMING THE CONTRACTED WORK, SUBMIT A WRITTEN REQUEST TO THE ENGINEER FOR APPROVAL. PROVIDE THE ENGINEER WITH A COPY OF THE MATERIAL SAFETY DATA SHEET (SDS) FOR EACH HAZARDOUS MATERIAL PROPOSED FOR USE. BECAUSE STATE LAW DOES NOT TREAT PETROLEUM PRODUCTS THAT ARE PROPERLY CONTAINERIZED AND INTENDED FOR EQUIPMENT USE AS A HAZARDOUS MATERIAL, SUCH PRODUCTS DO NOT NEED A SDS SUBMITTAL. ANY KNOWN OR SUSPECTED HAZARDOUS MATERIAL FOUND ON THE PROJECT SHALL BE IMMEDIATELY REPORTED TO THE ENGINEER, WHO SHALL DIRECT THE CONTRACTOR TO PROTECT THE AREA OF KNOWN OR SUSPECTED CONTAMINATION FROM FURTHER ACCESS. THE ENGINEER IS TO NOTIFY CFX OF THE DISCOVERY. CFX WILL ARRANGE FOR INVESTIGATION, IDENTIFICATION, AND REMEDIATION OF THE HAZARDOUS MATERIAL. DO NOT RETURN TO THE AREA OF CONTAMINATION UNTIL APPROVAL IS PROVIDED BY THE ENGINEER.

8. NOTIFY ALL CONCERNED UTILITY COMPANIES 48 HOURS IN ADVANCE OF WORKING NEAR THEIR EXISTING FACILITIES. NO UNDERGROUND EXCAVATION SHALL COMMENCE UNTIL EXISTING UTILITIES HAVE BEEN PROPERLY MARKED.

9. A CFX FIBER OPTIC OWNER REPRESENTATIVE SHALL BE PRESENT DURING CONSTRUCTION IN THE VICINITY OF CFX ITS FACILITIES.

10. OUT OF SERVICE BURIED UTILITIES WITHIN THE LIMITS OF ROADWAY EXCAVATION SHALL BE REMOVED.

11. LIMITS OF CONSTRUCTION AS SHOWN ON THE TYPICAL SECTIONS REPRESENT THE LIMITS OF STANDARD CLEARING AND GRUBBING. ADDITIONAL AREAS ARE SHOWN ON THE APPLICABLE PLAN AND POND SHEETS.

12. ALL WASTE MATERIALS SHALL BE REMOVED FROM CFX'S RIGHT OF WAY AND PROPERLY DISPOSED OF IN AREAS PROVIDED BY THE CONTRACTOR.

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KIMLEY HORN AND ASSOCIATES INC.
189 SOUTH ORANGE AVENUE, SUITE 1000
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REGISTRY NO. 696

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

ROAD NO.	PROJECT NO.
CR-532	538-235A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

GENERAL NOTES

SHEET NO. 48

STANDARD ROADWAY GENERAL NOTES

13. DISPOSE OF MILLED MATERIAL AWAY FROM THE PROJECT SITE AT A LOCATION PROVIDED BY THE CONTRACTOR. NO MILLED MATERIAL SHALL BE STOCKPILED WITHIN THE PROJECT RIGHT OF WAY. THIS SHALL INCLUDE MATERIAL REMOVED BY THE CONSTRUCTION OF THE GROUND IN RUMBLE STRIPS. DO NOT SWEEP MILLED ASPHALT ONTO UNPAVED SHOULDERS.

14. DURING MILLING OPERATIONS, ENCROACHMENT INTO THE LIMEROCK BASE IS ANTICIPATED IN SOME OF THE MILLING SCHEMES. REMOVE ANY LOOSE ASPHALT REMNANTS AND ROLL THE EXPOSED LIMEROCK BASE COURSE WITH A MINIMUM OF TWO PASSES OF A 5 TO 12 TON RUBBER TIRE ROLLER. AN APPLICATION OF PRIME OR TACK COAT AND A MINIMUM OF ONE LIFT OF ASPHALT IS REQUIRED BEFORE OPENING THE LANE TO TRAFFIC.

15. CONSTRUCT RETENTION/DETENTION PONDS AND OUTFALL STRUCTURES PRIOR TO ROADWAY CONSTRUCTION.

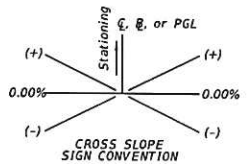
16. EXISTING DRAINAGE STRUCTURES WITHIN THE CONSTRUCTION LIMITS SHALL BE REMOVED UNLESS OTHERWISE NOTED.

17. ALL TYPE S INLETS (INDEX 425-040) ARE TO BE PROVIDED WITH PARALLEL BAR TYPE GRATES.

18. ALL STORM SEWER CULVERTS AND PIPES SHALL BE BE CLASS I/II/III/IV/V (EOR to specify) REINFORCED CONCRETE PIPE OR CLASS II POLYPROPYLENE PIPE UNLESS OTHERWISE NOTED. ALL GUTTER DRAIN PIPES SHALL BE BITUMINOUS COATED CORRUGATED METAL PIPE OR CORRUGATED HDPE (EOR to specify BCCMP OR HDPE) UNLESS OTHERWISE NOTED. ALL WALL ZONE PIPES SHALL BE POLYPROPYLENE PIPE UNLESS STEEL PIPE IS SPECIFIED IN THE PLANS.

19. WHERE A CONCRETE COLLAR/JACKET IS IDENTIFIED IN THE PLANS TO JOIN A NEW PIPE TO AN EXISTING PIPE, THE EXISTING PIPE MUST BE REMOVED TO THE NEAREST JOINT TO BEGIN THE PLACEMENT OF THE NEW PIPE, UNLESS IT WOULD REQUIRE ENCROACHMENT INTO THE ADJACENT TRAVEL LANE. THE CONCRETE MUST BE CURED AND INSPECTED TO CONFIRM THE INTEGRITY OF THE COLLAR PRIOR TO PLACEMENT OF FILL MATERIAL.

20. THE CROSS SLOPES AND SUPERELEVATIONS SHALL ADHERE TO THE FOLLOWING SIGN CONVENTION:



CROSS SLOPE SIGN CONVENTION

21. VIBRATORY AND OSCILLATORY ROLLING OF PAVEMENT SHALL NOT BE PERMITTED.

22. EXISTING LIMEROCK BASE THAT IS REMOVED SHALL NOT BE USED IN THE CONSTRUCTION OF THE NEW LIMEROCK BASE. EXISTING LIMEROCK THAT IS REMOVED MAY BE INCORPORATED INTO THE STABILIZED PORTION OF THE SUBGRADE OR DISPOSED OF PROPERLY OFF THE PROJECT SITE.

23. BITUMINOUS PRIME COAT SHALL BE APPLIED TO ALL LIMEROCK BASES ON WHICH PAVEMENT IS TO BE PLACED AT A RATE NOT LESS THAN 0.15 GALLONS PER SQ. YD., OR AS DIRECTED BY THE ENGINEER.

24. THE CONSTRUCTION JOINT BETWEEN LANES FOR SP LIFTS SHALL BE OFFSET 6" MIN. FROM THE LIFT BENEATH.

25. NOTE NOT USED.

26. WHEN MEASURING FOR SURFACE IRREGULARITIES, STRAIGHT EDGE ASPHALT, APPROACH SLABS, AND BRIDGE DECKS (15' ONTO BRIDGE DECK).

27. THE FRICTION COURSE ON CFX ROADS SHALL BE MADE WITH BLACK GRANITE AGGREGATE ONLY.

28. THE FRICTION COURSE OVERLAP SHALL BE INSTALLED TO THE DIMENSION PROVIDED ON THE TYPICAL SECTIONS WITHIN A 1/2" TOLERANCE.

STANDARD ROADWAY GENERAL NOTES

29. TAPE PAVEMENT MARKINGS SHALL NOT BE PLACED OVER LONGITUDINAL FRICTION COURSE JOINTS.

30. ALL DISTURBED AREAS WITHIN THE LIMITS OF CONSTRUCTION SHALL BE GRADED AND SODDED, UNLESS OTHERWISE NOTED.

31. ALL PERMANENT GRASS AREAS, EXCEPT POND BOTTOMS, SHALL RECEIVE A 6" FINISH SOIL LAYER MEETING THE REQUIREMENTS OF CFX TECHNICAL SPECIFICATION SECTION 162.

32. ALL A-8 MATERIAL SHALL BE STOCKPILED AND USED AS EMBANKMENT OR FINISH SOIL LAYER IN ACCORDANCE WITH INDEX NO 120-001 & 120-002.

33. ALL PERMANENT AND TEMPORARY CRASH CUSHIONS ON CFX'S SYSTEM SHALL BE REDIRECTIVE AND NON-GATING. ALL TEMPORARY CRASH CUSHIONS USED ON CFX'S SYSTEM SHALL BE DESIGNED AT THE ORIGINAL POSTED SPEED NOT AT THE REDUCED TCP SPEED.

34. (New alignment) THE STATION/OFFSETS AT RIGHT OF WAY BREAKPOINTS AND CORNERS REFER TO THE R/W LINE AND NOT THE FENCE LOCATION AND ARE BASED UPON CENTERLINE CONSTRUCTION STATIONING.

35. (New alignment) PERMANENT TURNOUTS AND DRIVEWAY CONNECTIONS TO PRIVATE PROPERTY THAT LIE OUTSIDE THE LIMITS OF LIMITED ACCESS RIGHT OF WAY AND WHERE ACCESS RIGHTS HAVE NOT BEEN ACQUIRED SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE TURNOUT DETAILS AND STATE STANDARD SPECIFICATIONS REFERENCED ON THE KEY SHEET OF THESE PLANS. DO NOT ISOLATE ADJACENT AND/OR THE REMAINDER OF THE PROPERTY UNLESS ACCESS RIGHTS ARE ACQUIRED. ACCESS SHALL BE PROVIDED TO SUCH PROPERTY WHENEVER THE CONSTRUCTION INTERFERES WITH THE EXISTING MEANS OF ACCESS.

pesodot

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

HAO T. CHAU, P.E.
P.E. LICENSE NUMBER 61640
KIMLEY HORN AND ASSOCIATES INC.
189 SOUTH ORANGE AVENUE, SUITE 1000
ORLANDO, FLORIDA, 32801
REGISTRY NO. 696

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

ROAD NO.	PROJECT NO.
CR-532	538-235A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

GENERAL NOTES

SHEET NO. 49

1. ALL WORK ON, OVER, UNDER, OR ADJACENT TO CSXT RIGHT-OF-WAY SHALL BE DONE IN ACCORDANCE WITH THE CSXT SPECIAL PROVISIONS, WHICH CAN BE FOUND WITHIN THE CSXT PUBLIC PROJECTS MANUAL, AVAILABLE AT: HTTPS://WWW.CSX.COM/INDEX.CFM/ABOUT-US/PROPERTY/.

2. RAILROAD INSURANCE IS REQUIRED PRIOR TO COMMENCEMENT OF CONSTRUCTION ACTIVITIES ON CSXT RIGHT OF WAY. SUBMIT RAILROAD INSURANCE TO CSXT AT INSURANCEDOCUMENTS@CSX.OM FOR CSXT REVIEW AN APPROVAL WORK WILL NOT BE ALLOWED WITHIN THE CSXT RIGHT OF WAY WITHOUT THE INSURANCE APPROVAL FROM CSXT AND A RAILROAD FLAGMAN CANNOT BE SCHEDULED. NOTE APPROVAL OF INSURANCE CAN TAKE UP TO 30 TO 45 DAYS,

3.NO WORK SHALL TAKE PLACE WITHIN, OVER, UNDER, OR ADJACENT TO CSXT WITHOUT A RAILROAD FLAGMAN BEING PRESENT. PROVIDE THE CSXT FIELD REPRESENTATIVE WITH AT LEAST THIRTY (30) BUSINESS DAYS ADVANCE NOTICE OF BEGINNING WORK WITHIN THIS AREA TO ALLOW FOR THE SCHEDULING OF THE RAILROAD FLAGMAN.

4. ALL WORK WITHIN 5 FT OF THE CENTERLINE OF TRACK AT THE CROSSING WILL BE PERFORMED BY THE RAILROAD OR THEIR SUB-CONTRACTOR.

5. CONTRACTOR SHALL MAINTAIN ALL DITCHES AND DRAINAGE STRUCTURES FREE OF SILT OR OTHER OBSTRUCTIONS THAT MAY RESULT FROM THEIR OPERATIONS. CONTRACTOR, UPON COMPLETION OF THE PROJECT, SHALL LEAVE CSXT PROPERTY IN A NEAT CONDITION, SATISFACTORY TO THE CSXT REPRESENTATIVE.

6. THE CONTRACTOR MAY NOT USE CSXT RIGHT-OF-WAY FOR STORAGE OF MATERIALS OR EQUIPMENT DURING CONSTRUCTION WITHOUT PRIOR APPROVAL FROM CSXT.

7. ALL DRAINAGE WORK WITHIN THE CSXT RIGHT OF WAY MUST COMPLY WITH CSXT DRAINAGE CRITERIA FOUND WITHIN THE CSXT PUBLIC PROJECT MANUAL.

8. ALL OVERHEAD WIRELINE(S) AND/OR THEIR FOUNDATION(S) SHALL MEET ALL CLEARANCE REQUIREMENTS OUTLINED IN THE CSXT DESIGN AND CONSTRUCTION STANDARD SPECIFICATIONS - WIRELINES OCCUPANCIES AND SHALL NOT CONFLICT WITH ANY OFFSETS OR CLEARANCES REQUIRED FOR THE INSTALLATION AND OPERATION OF THE TRAIN WARNING DEVICES. CSXT REAL ESTATE AND FACILITIES MANAGEMENT SHALL BE NOTIFIED OF ALL UTILITY RELOCATIONS AND SHALL HAVE TO OPPORTUNITY TO REVIEW ALL PROPOSED CLEARANCES, HORIZONTAL AND VERTICAL, PRIOR TO RELOCATION. FURTHER INFORMATION CAN BE FOUND HERE: HTTPS://WWW.CSX.COM/INDEX.CFM/CUSTOMERS/VALUE-ADDED-SERVICES/PROPERTY-REAL-ESTATE/PERMITTING-UTILITY-WIRELESS-INFRASTRUCTURE-INSTALLATIONS-AND-RIGHTS-OF-ENTRY/

9. "ONE CALL" SERVICES DO NOT LOCATE BURIED RAILROAD SIGNAL AND COMMUNICATIONS LINES. THE CONTRACTOR SHALL CONTACT THE RAILROAD'S REPRESENTATIVE TWO (2) DAYS IN ADVANCE OF THOSE PLACES WHERE EXCAVATION, PILE DRIVING, OR HEAVY LOADS MAY DAMAGE RAILROAD UNDERGROUND LINES ON RAILROAD PROPERTY. UPON REQUEST FROM THE CONTRACTOR OR AGENCY, RAILROAD SIGNAL FORCES WILL LOCATE AND PAINT MARK OR FLAG RAILROAD UNDERGROUND SIGNAL, COMMUNICATION, AND POWER LINES IN THE AREA TO BE DISTURBED FOR THE CONTRACTOR. THE CONTRACTOR SHALL AVOID EXCAVATION OR OTHER DISTURBANCE OF THESE LINES WHICH ARE CRITICAL TO THE SAFETY OF THE RAILROAD AND THE PUBLIC. IF DISTURBANCE OR EXCAVATION IS REQUIRED NEAR A BURIED RAILROAD SIGNAL, COMMUNICATION, OR POWER LINE, THE LINE SHALL BE POTHOLED MANUALLY WITH CAREFUL HAND EXCAVATION BY THE CONTRACTOR AND PROTECTED BY THE CONTRACTOR DURING THE COURSE OF THE DISTURBANCE UNDER THE SUPERVISION AND DIRECTION OF A RAILROAD SIGNAL REPRESENTATIVE.

10. ALL SOILS EXCAVATED WITHIN CSX'S RAILROAD RIGHT-OF-WAY SHALL REMAIN ON CSX'S RIGHT-OF-WAY. FOR ANY EXCAVATED SOIL THAT REQUIRES OFF-SITE DISPOSAL, THE CONTRACTOR IS REQUIRED TO USE ONLY CSX APPROVED LABORATORIES, TRANSPORTERS, AND DISPOSAL FACILITY THAT ARE IN COMPLIANCE WITH ALL APPLICABLE ENVIRONMENTAL LAWS AND CSX'S POLICIES AND PROCEDURES. SOIL RESULTING FROM EXCAVATION OUTSIDE OF CSX'S RAILROAD RIGHT-OF-WAY OR RAILROAD OWNED PROPERTY SHALL NOT BE BROUGHT ONTO CSX'S PROPERTY AND THEREFORE MUST BE STORED OFF CSX PROPERTY. CSXT SHALL NOT INCUR ANY COSTS RELATED TO THE DISPOSAL OF SOILS GENERATED DUE TO CONSTRUCTION ACTIVITY RELATED TO THIS PROJECT.

proposed

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REVISIONS			
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KIMLEY HORN AND ASSOCIATES INC.
189 SOUTH ORANGE AVENUE, SUITE 1000
ORLANDO, FLORIDA, 32801
REGISTRY NO. 696

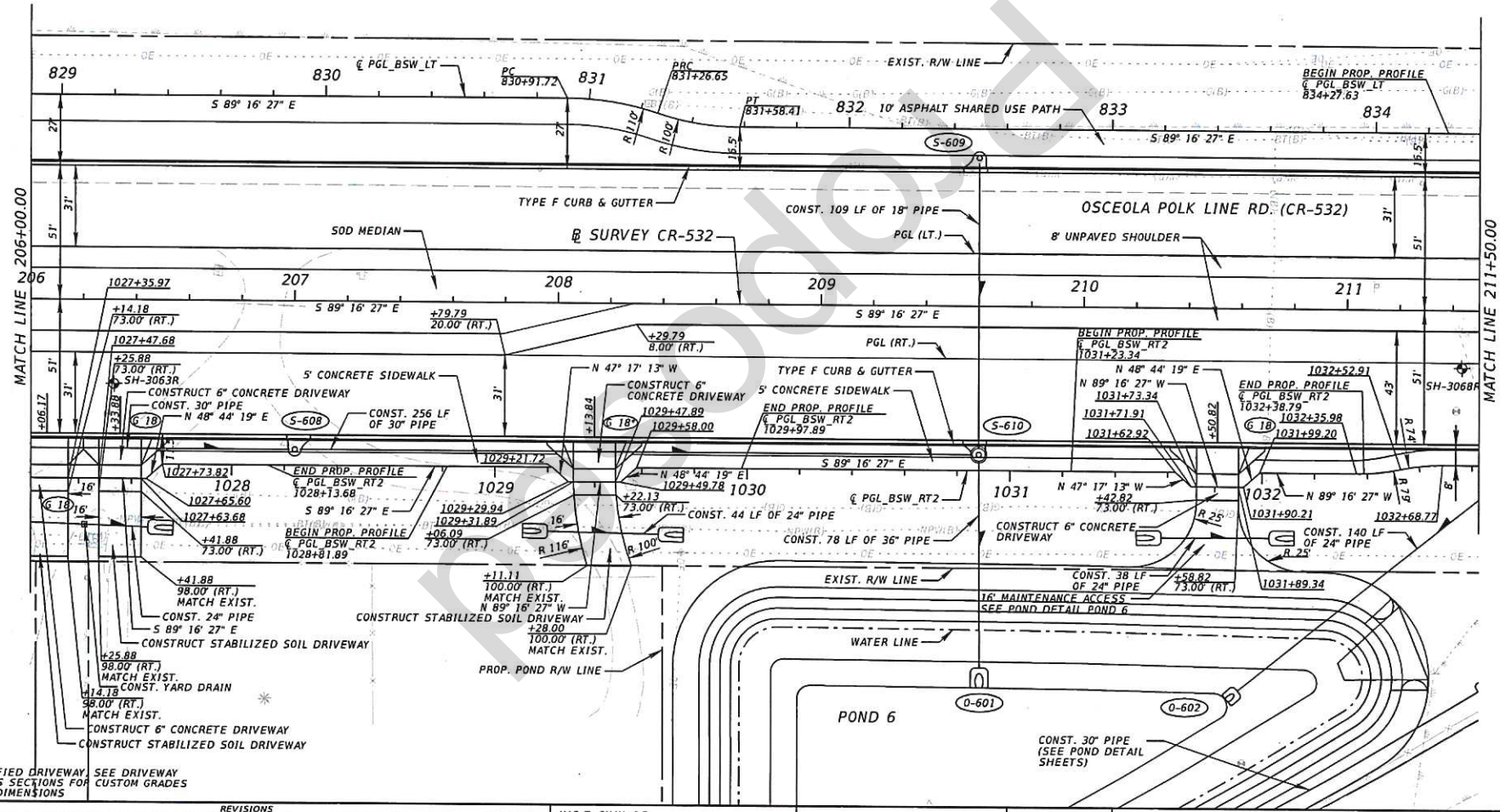
CR 532 WIDENING FROM OLD LAKE WILSON ROAD TO US 17/92

ROAD NO.	PROJECT NO.
CR-532	538-235A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

RAILROAD GENERAL NOTES

SHEET NO. 50



NOTE:

* MODIFIED DRIVEWAY, SEE DRIVEWAY CROSS SECTIONS FOR CUSTOM GRADES AND DIMENSIONS

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

ROAD NO.	PROJECT NO.
CR-532	538-235A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CR-532 ROADWAY PLAN SHEET (25)

SHEET NO. 92

Proposed

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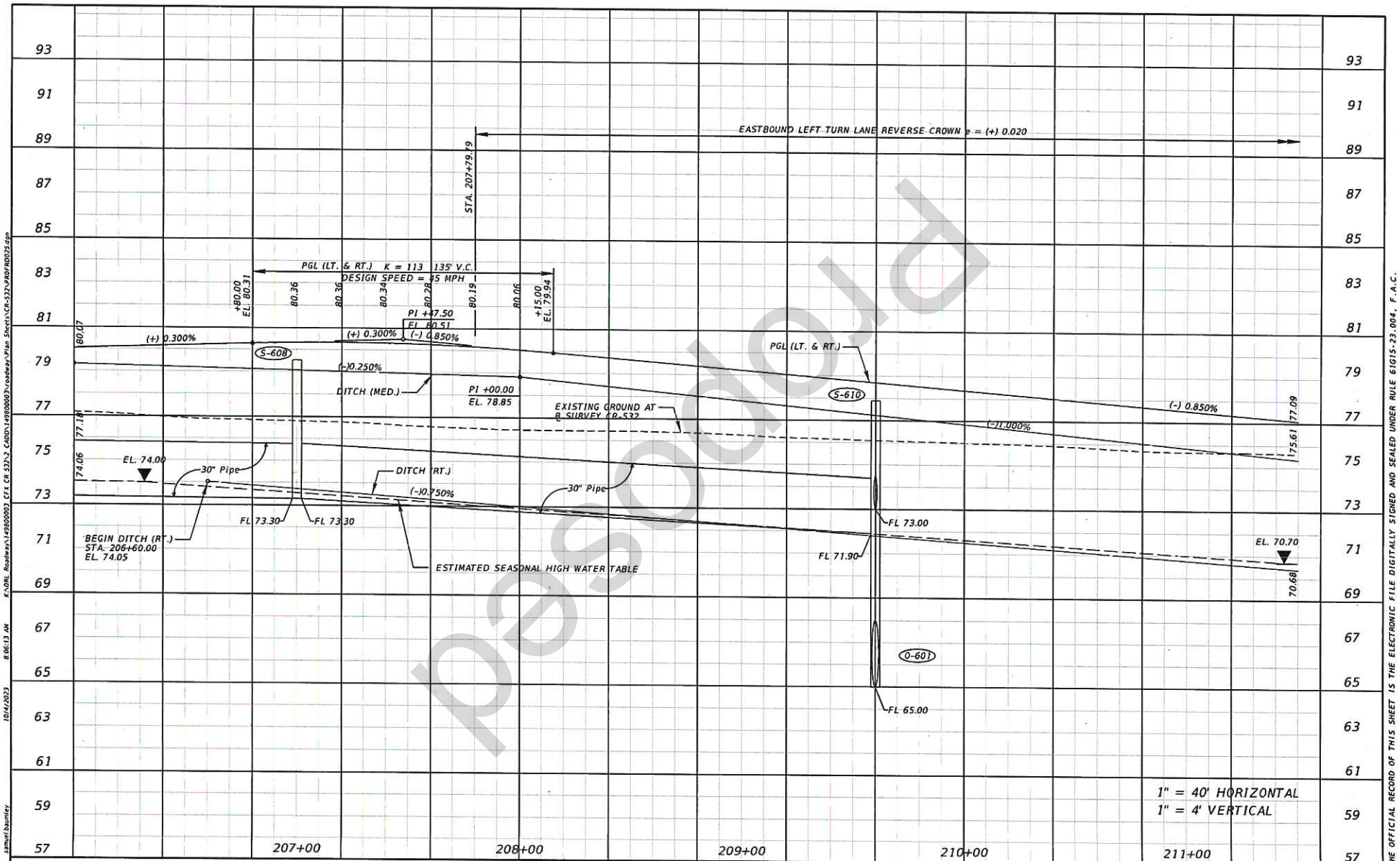

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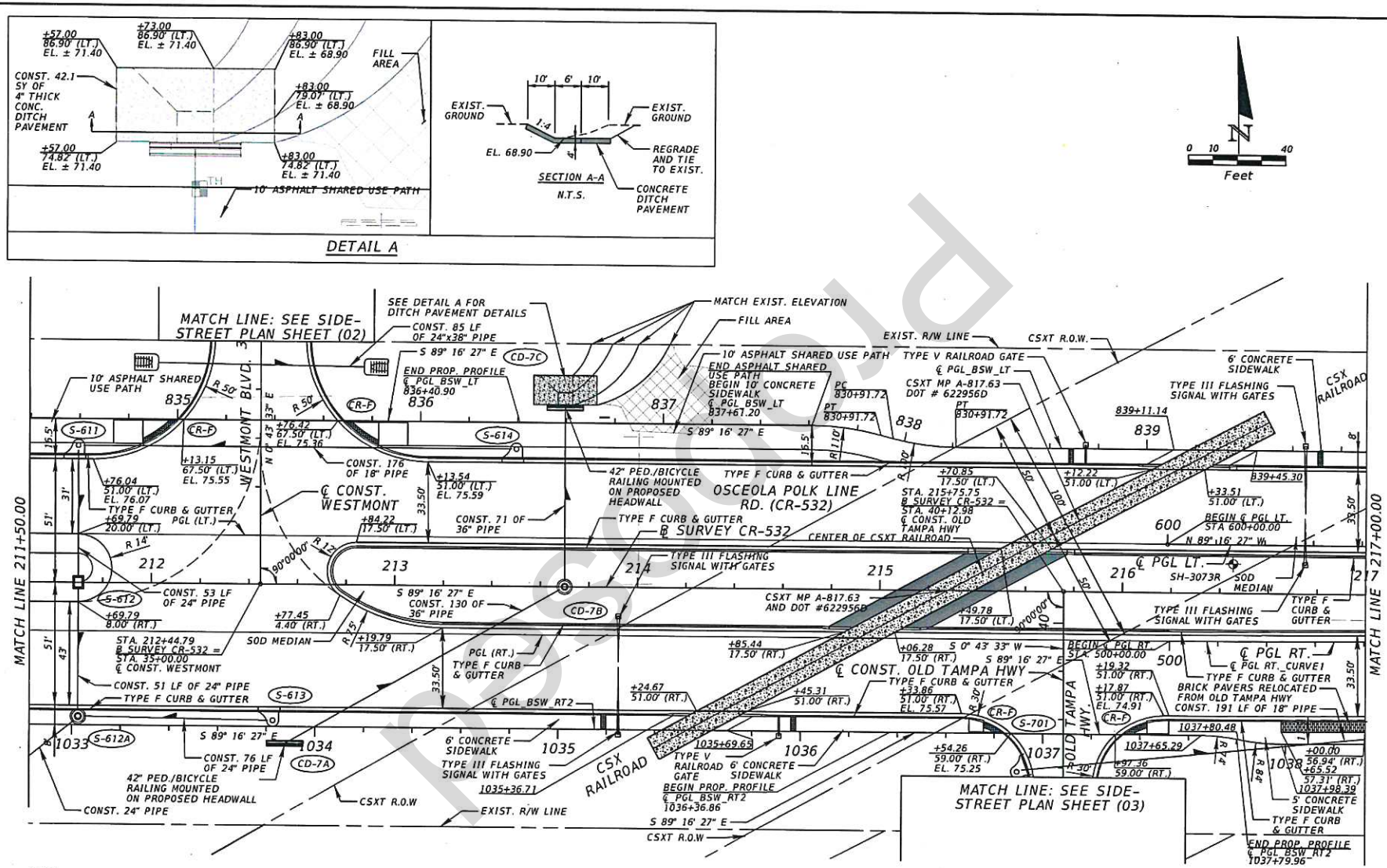
ROAD NO.	PROJECT NO.
CR-532	538-235A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CR-532 ROADWAY PLAN-PROFILE SHEET (25)

SHEET NO. 93



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CR-532 ROADWAY PLAN SHEET (26)

SHEET NO.

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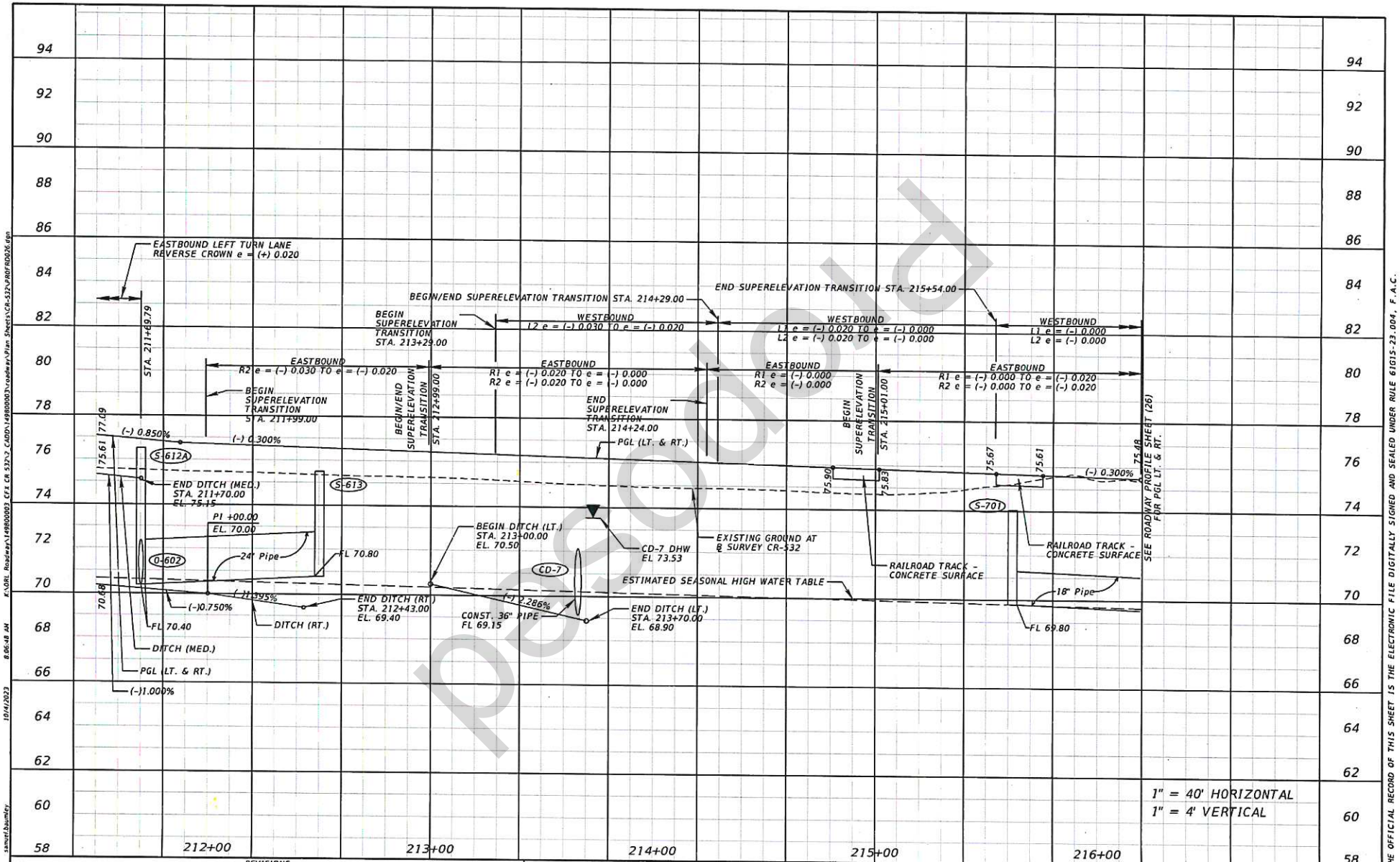

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CR-532 ROADWAY PROFILE SHEET (26)

SHEET NO. 95

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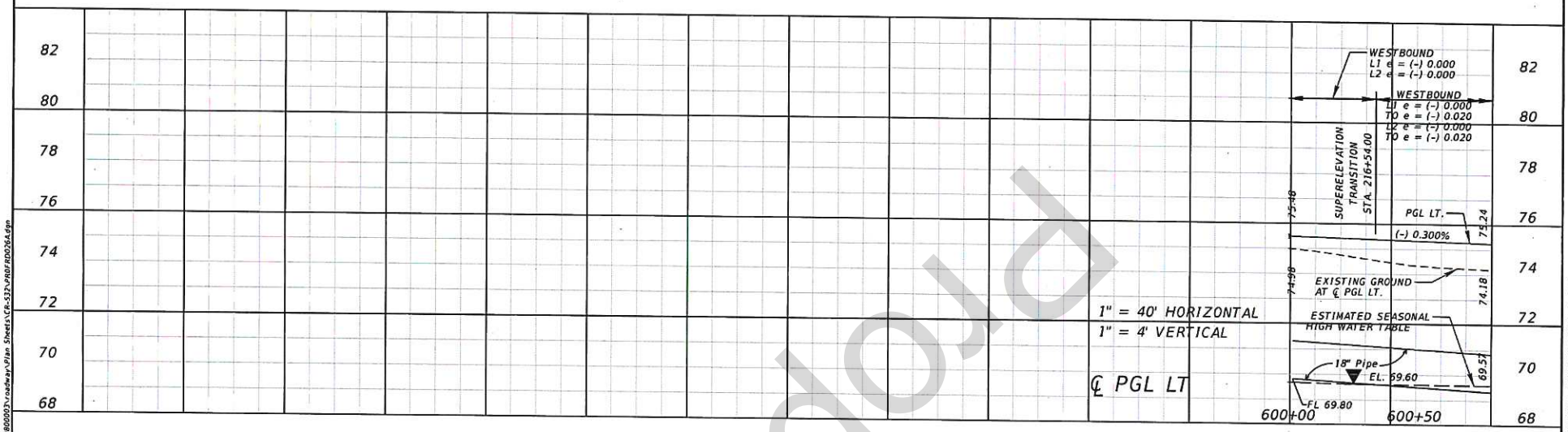
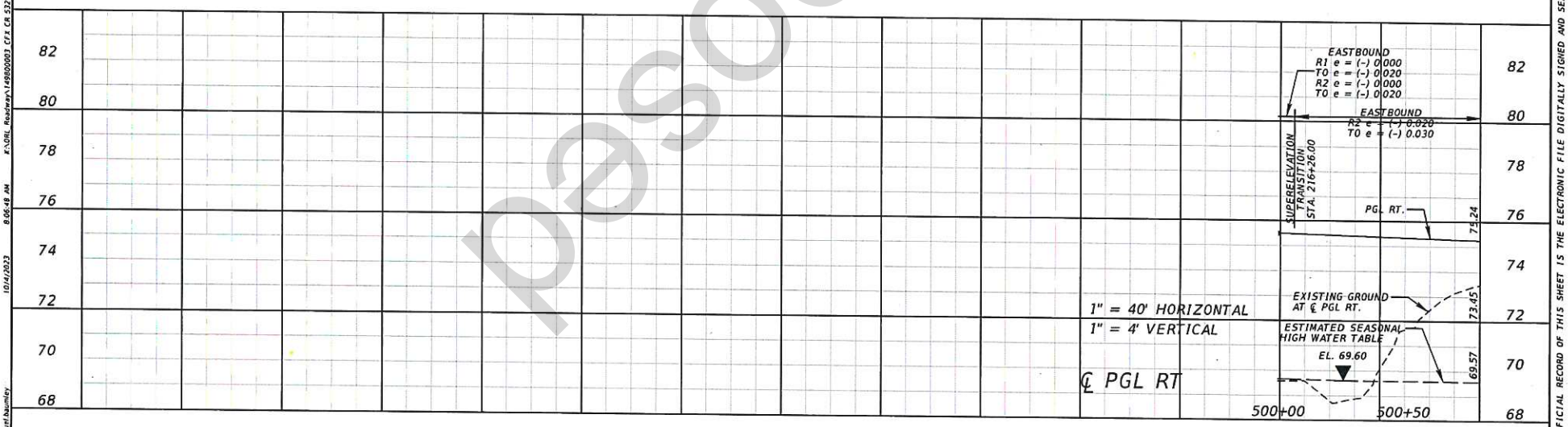
samuel.bumley





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CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CR-532 ROADWAY PROFILE SHEET (26)

SHEET NO. 96

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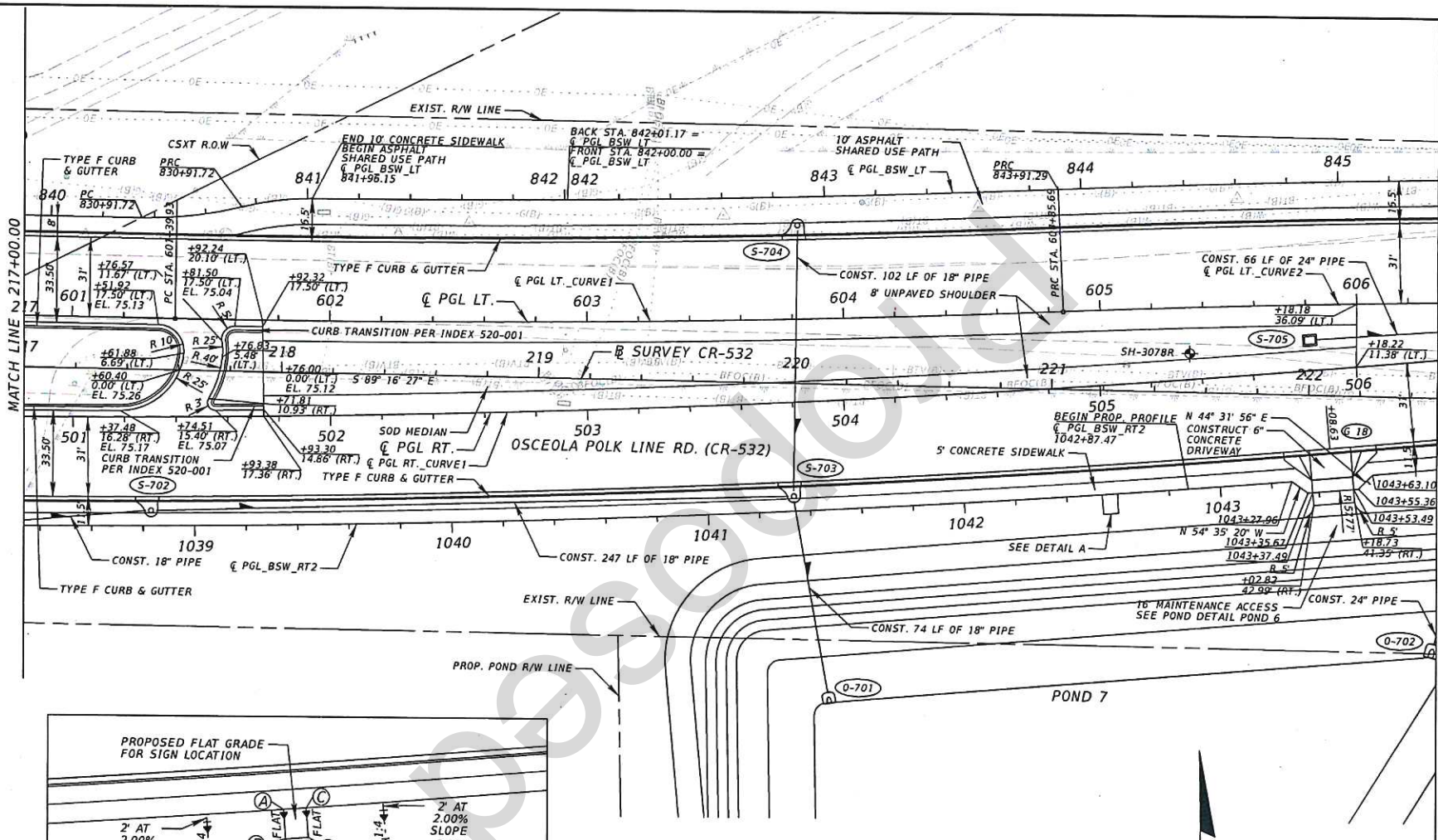

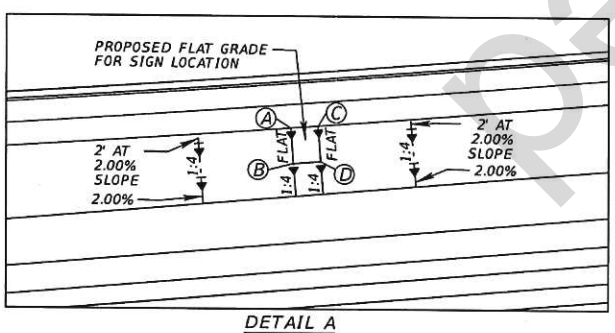

DETAIL A

Ⓐ	221+20.41	40.71' (RT.)
Ⓑ	221+21.08	48.37' (RT.)
Ⓒ	221+26.27	40.20' (RT.)
Ⓓ	221+26.94	67.50' (LT.)

pesodold

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samuel.baumley 10/4/2023 8:07:22 AM K:\ORL_Roadway\149800003 CFX CR 532\2 CADD\149800003\roadway\Plan Sheets\CR-532\PLANRD027.dgn

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

HAO T. CHAU, P.E.
P.E. LICENSE NUMBER 61640
KIMLEY HORN AND ASSOCIATES INC.
189 SOUTH ORANGE AVENUE, SUITE 1000
ORLANDO, FLORIDA, 32801
REGISTRY NO. 696

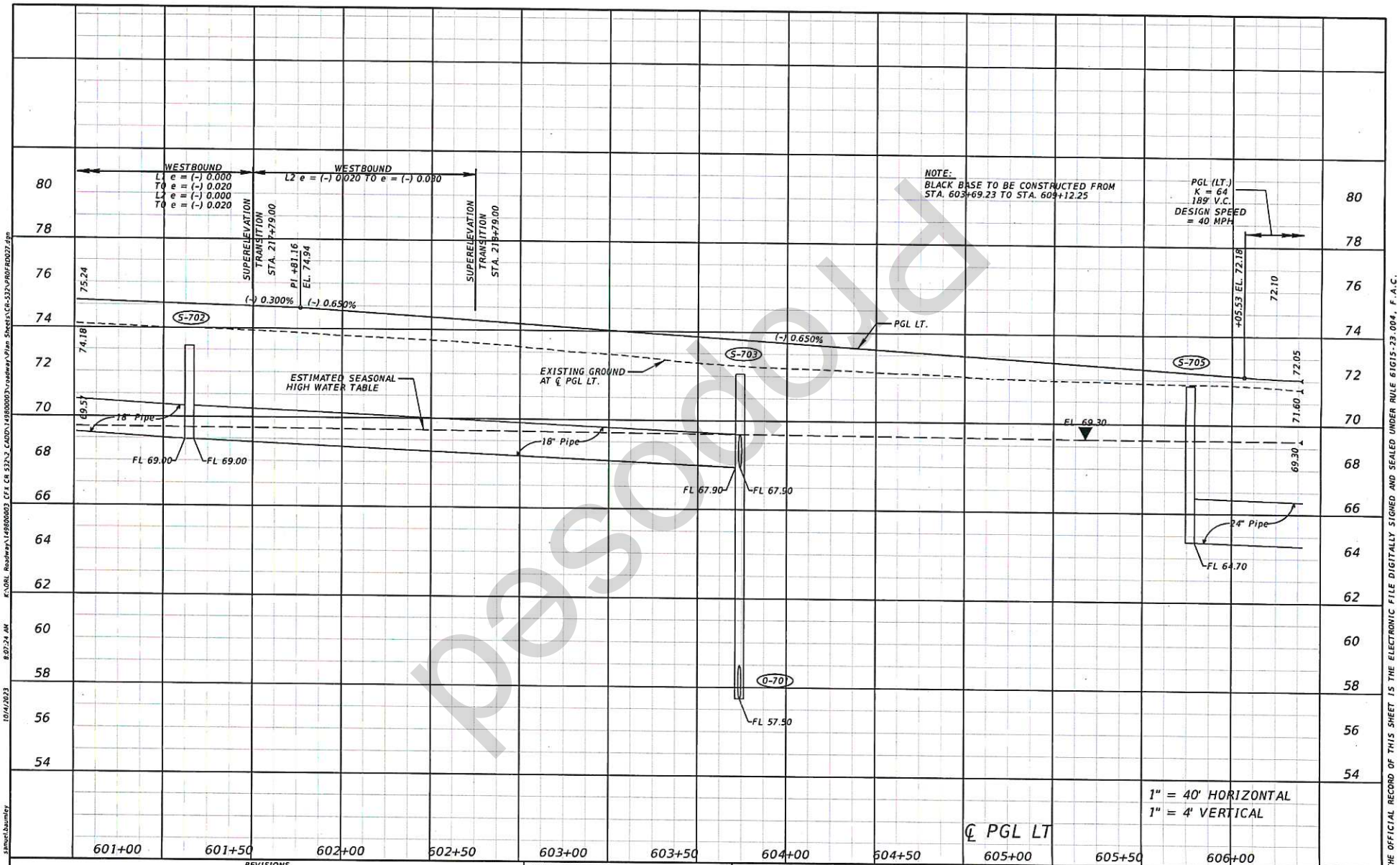
CR 532 WIDENING FROM OLD LAKE WILSON ROAD TO US 17/92

ROAD NO.	PROJECT NO.
CR-532	538-235A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CR-532 ROADWAY PLAN SHEET (27)

SHEET NO. 97



pasodd

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

HAO T. CHAU, P.E.
P.E. LICENSE NUMBER 61640
KIMLEY HORN AND ASSOCIATES INC.
189 SOUTH ORANGE AVENUE, SUITE 1000
ORLANDO, FLORIDA, 32801
REGISTRY NO. 696

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

ROAD NO.	PROJECT NO.
CR-532	538-235A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CR-532 ROADWAY PROFILE SHEET (27)

SHEET NO. 98

K:\ORL Roadway\149800003 CFX CR 532-2 CADD\149800003\roadway\Plan Sheets\CR-532\PROFRD027.dgn
10/4/2023 8:07:24 AM samuel.baumley
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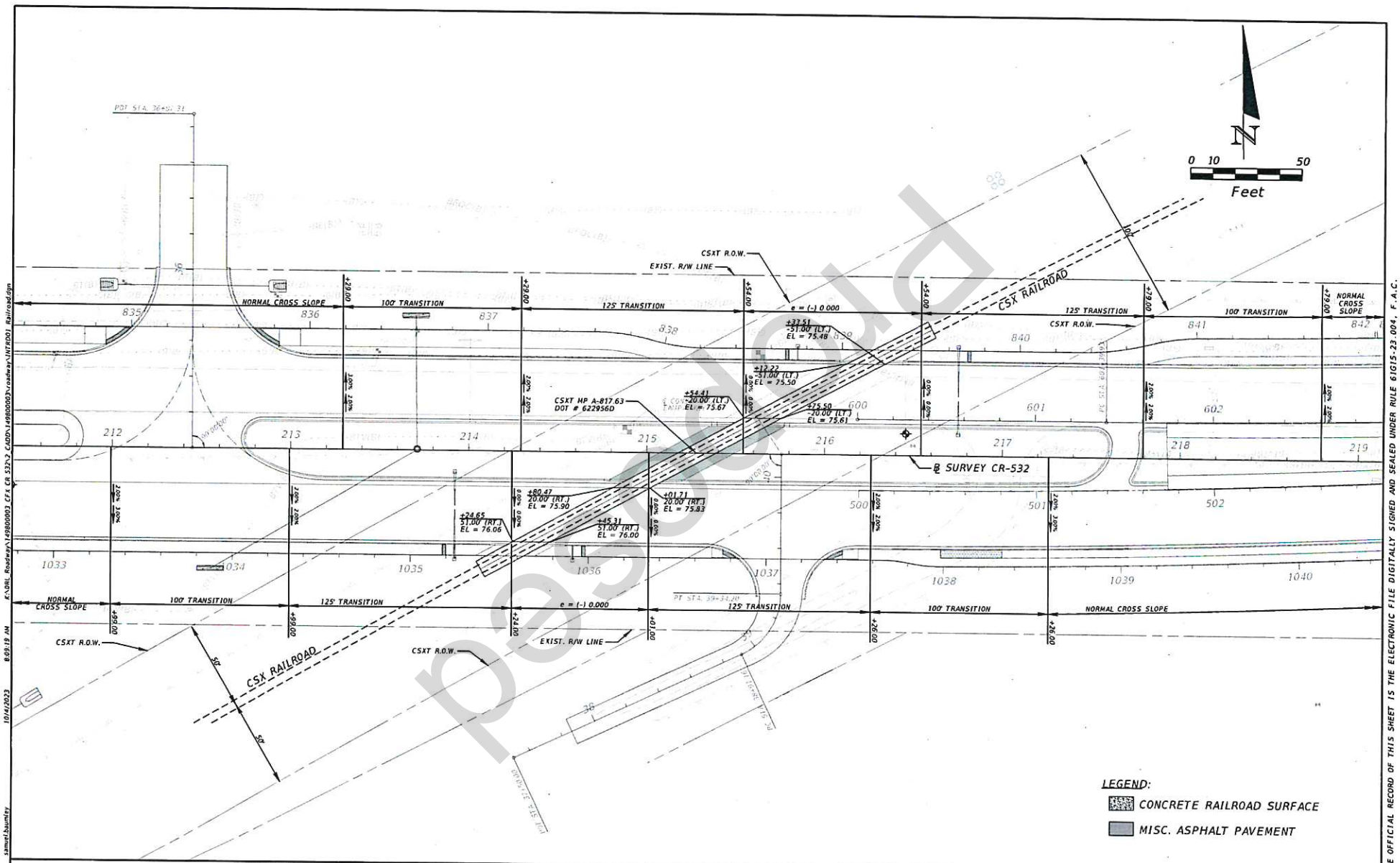

preliminary

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

HAO T. CHAU, P.E.
P.E. LICENSE NUMBER 61640
KIMLEY HORN AND ASSOCIATES INC.
189 SOUTH ORANGE AVENUE, SUITE 1000
ORLANDO, FLORIDA, 32801
REGISTRY NO. 696

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

ROAD NO.	PROJECT NO.
CR-532	538-235A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

RAILROAD CROSSING DETAIL

SHEET NO. 128

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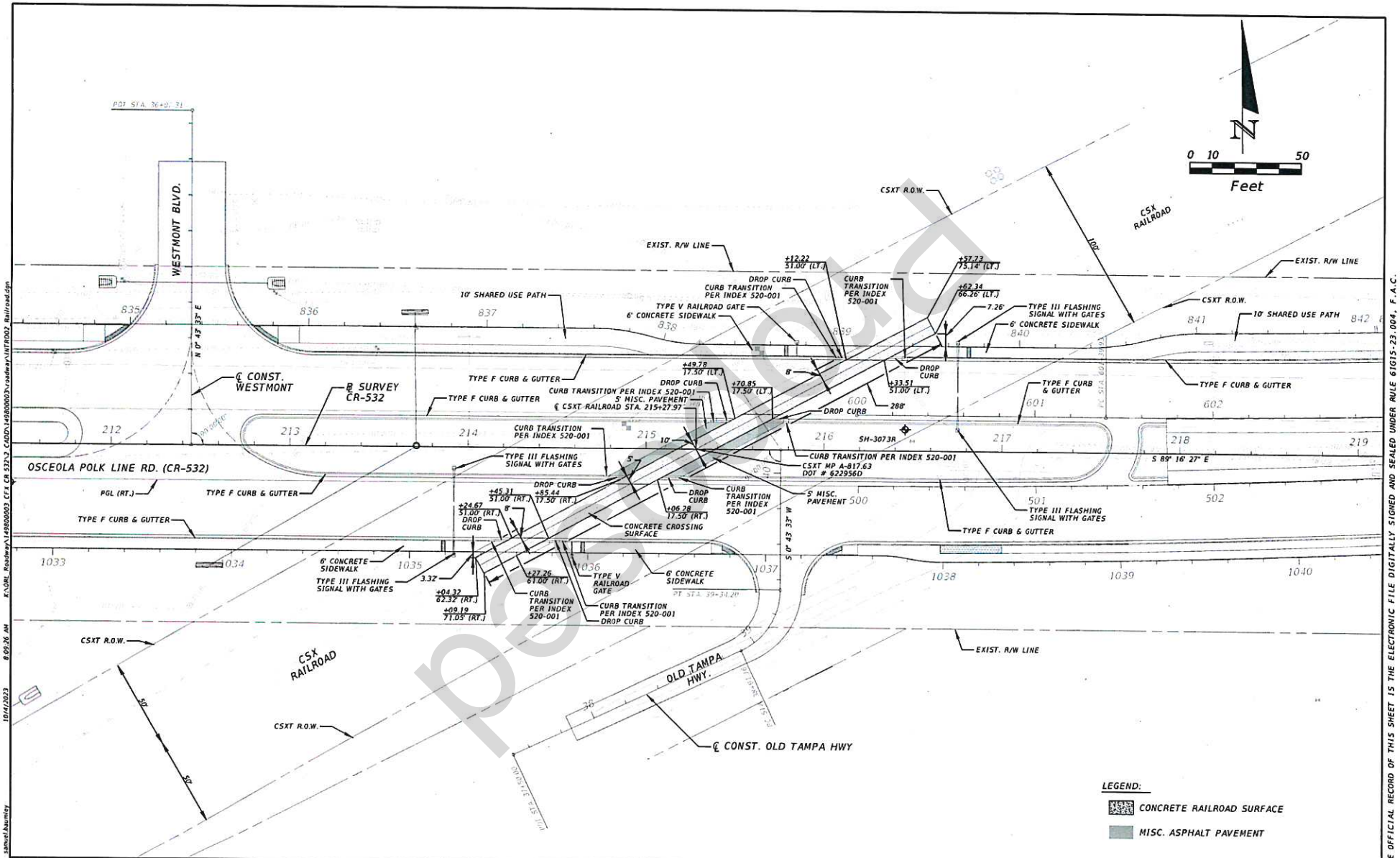
E:\OHL Roadway\149800003 CFX CR 532\2 CADD\149800003\roadway\UNTR001 Railroad.dgn
10/11/2023 8:59:18 AM
samuel.baumley



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

HAO T. CHAU, P.E.
P.E. LICENSE NUMBER 61640
KIMLEY HORN AND ASSOCIATES INC.
189 SOUTH ORANGE AVENUE, SUITE 1000
ORLANDO, FLORIDA, 32801
REGISTRY NO. 696

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

ROAD NO.	PROJECT NO.
CR-532	538-235A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

RAILROAD CROSSING DETAIL

SHEET NO. 129

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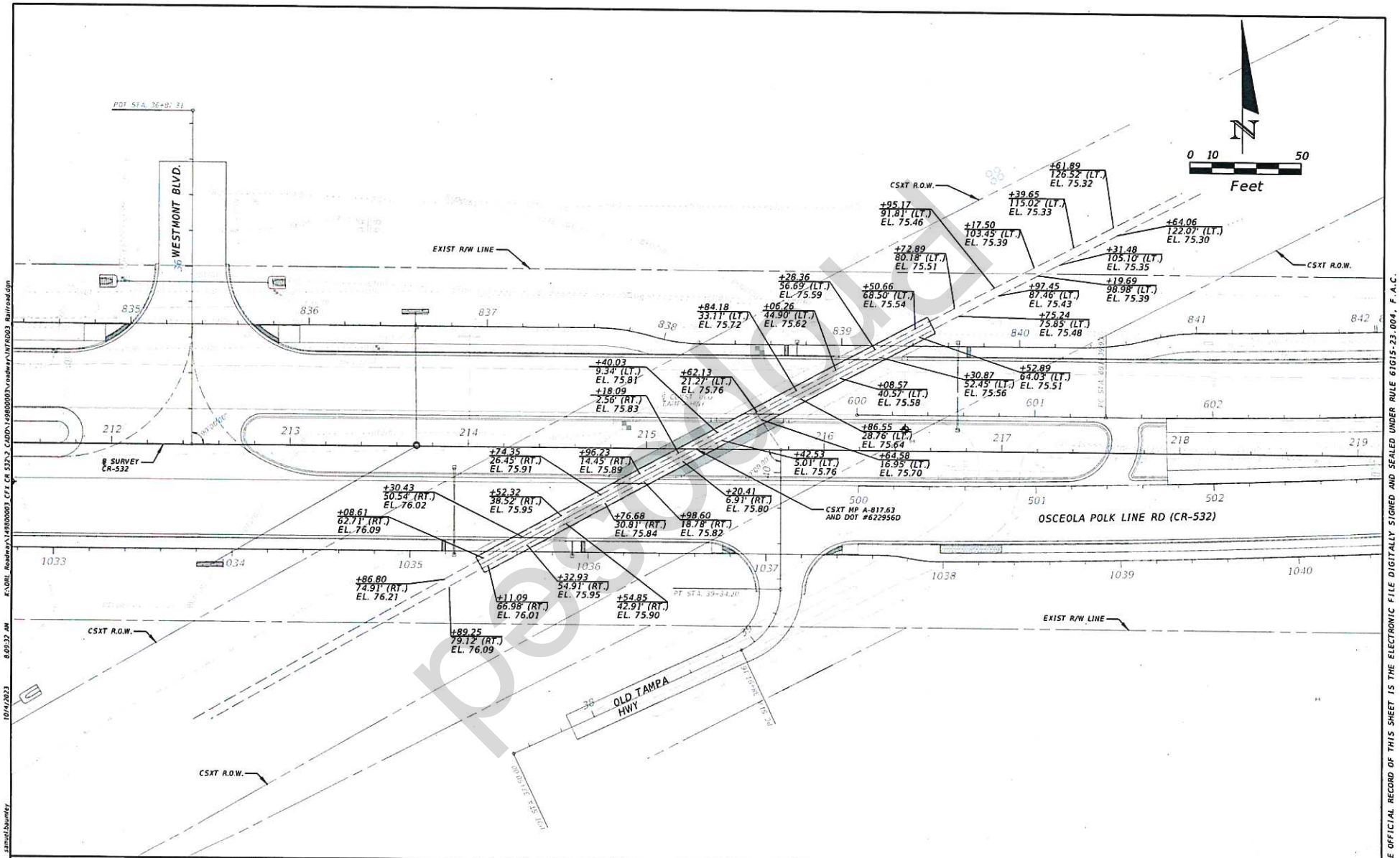
10/4/2023 8:09:26 AM K:\ORL_Roadway\149800003 CFX CR 532\2 CADD\149800003-roadway\INTR002 Railroad.dgn samuel.baumley

pending



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

HAO T. CHAU, P.E.
P.E. LICENSE NUMBER 61640
KIMLEY HORN AND ASSOCIATES INC.
189 SOUTH ORANGE AVENUE, SUITE 1000
ORLANDO, FLORIDA, 32801
REGISTRY NO. 696

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

ROAD NO.	PROJECT NO.
CR-532	538-235A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

RAILROAD CROSSING DETAIL

SHEET NO. 130

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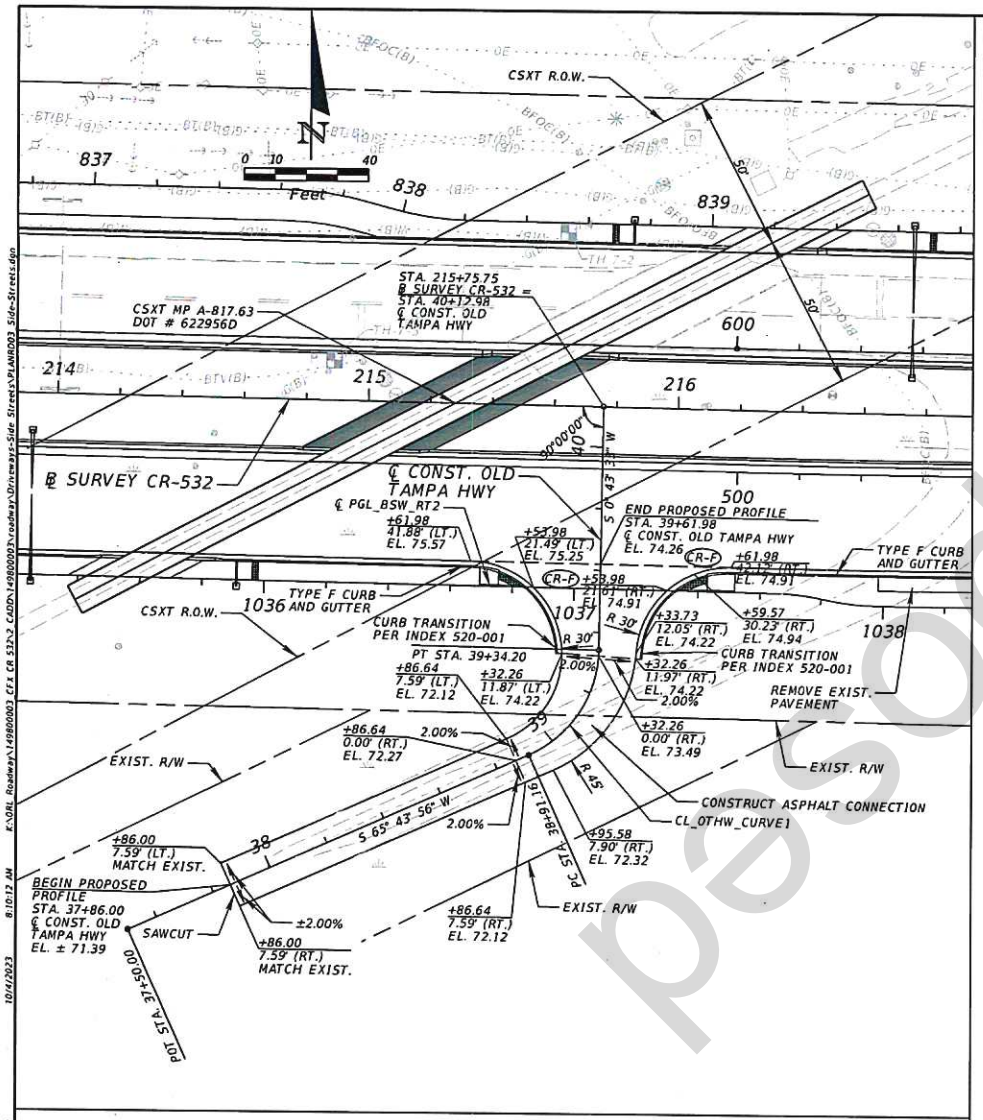
10/4/2023 8:09:32 AM samuel.baumley

preliminary



SIDE-STREET: OLD TAMPA HIGHWAY

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

HAO T. CHAU, P.E.
P.E. LICENSE NUMBER 61640
KIMLEY HORN AND ASSOCIATES INC.
189 SOUTH ORANGE AVENUE, SUITE 1000
ORLANDO, FLORIDA, 32801
REGISTRY NO. 696

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

ROAD NO.	PROJECT NO.
CR-532	538-235A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

SIDE-STREET PLAN SHEET (03)

SHEET NO. 133

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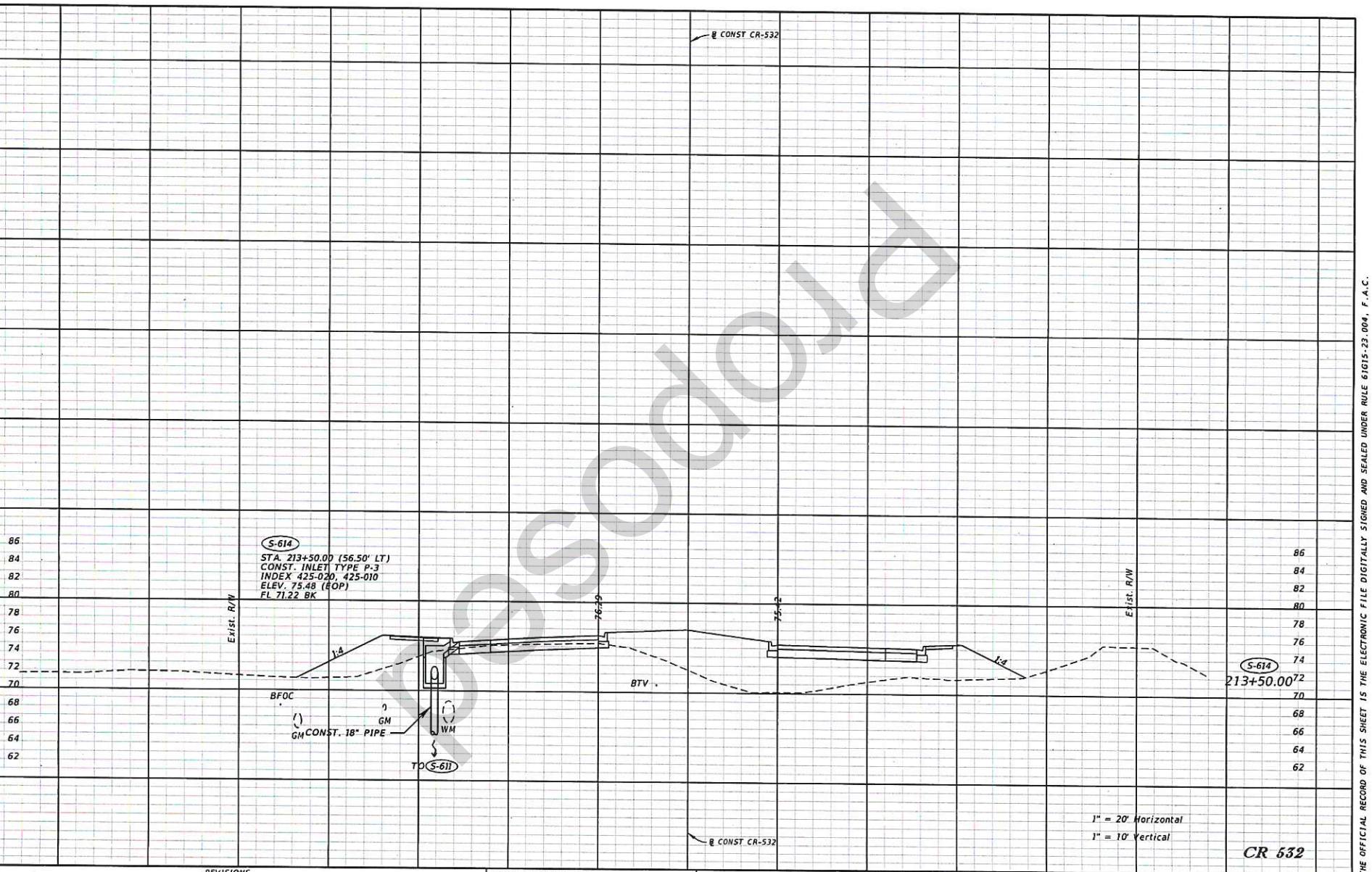
10/4/2023 8:10:12 AM K:\ORL_Roadway\149800003 CFX CR 532-2 CADD\149800003\roadway\Driveways-Side Streets\PLANS03 Side-Streets.dgn samuel.hamley

proposed



Proposed

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

VICTOR H. GALLO, P.E.
P.E. LICENSE NUMBER 75592
KIMLEY HORN AND ASSOCIATES INC.
189 SOUTH ORANGE AVENUE, SUITE 1000
ORLANDO, FLORIDA, 32801
REGISTRY NO. 35106

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

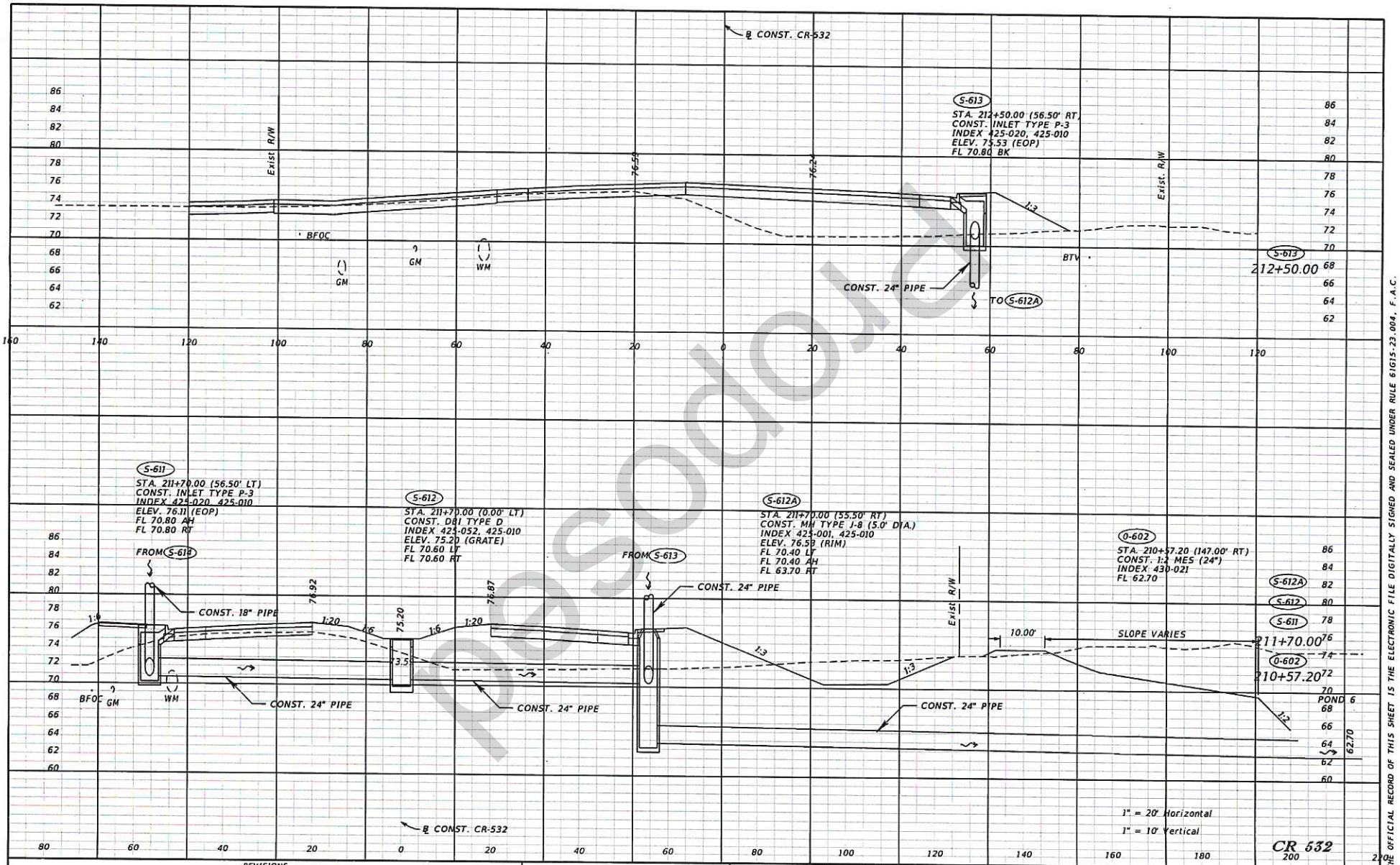
ROAD NO.	PROJECT NO.
CR-532	538-235A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

DRAINAGE STRUCTURES

SHEET NO. 169

Katie.Gleason 10/16/2023 1:19:11 PM K:\ORL_Roadway\149800003_CFX CR 532\2_CADD\149800003\drainage\DRXSRD06.dgn



REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

VICTOR H. GALLO, P.E.
P.E. LICENSE NUMBER 75592
KIMLEY HORN AND ASSOCIATES INC.
189 SOUTH ORANGE AVENUE, SUITE 1000
ORLANDO, FLORIDA, 32801
REGISTRY NO. 35106

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

ROAD NO.	PROJECT NO.
CR-532	538-235A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

DRAINAGE STRUCTURES

SHEET NO. 171

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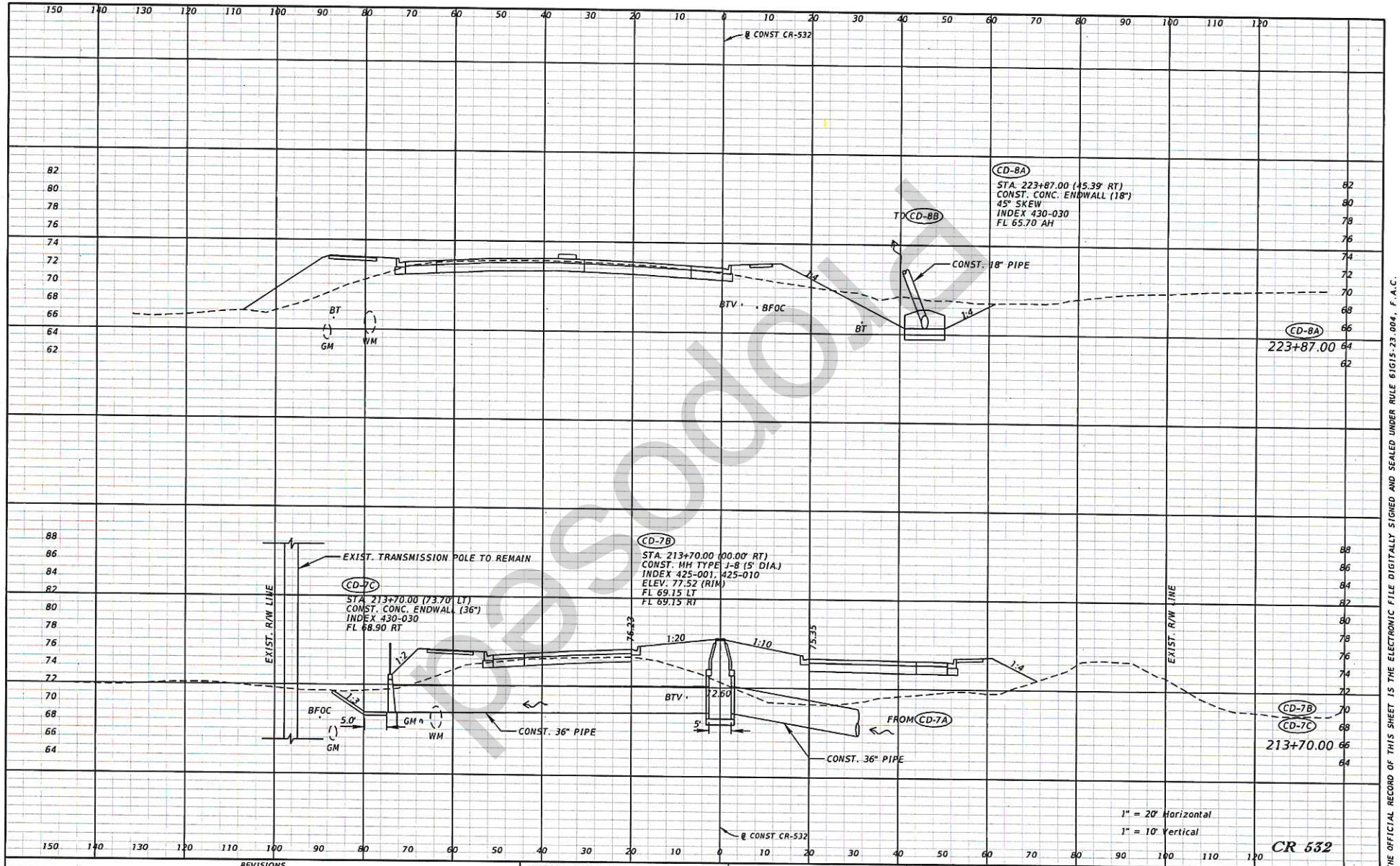
Katie.Gleason 10/16/2023 1:19:12 PM K:\ORL_Roadway\149800003_CFX CR 532\2_CADD\149800003\drainage\DRXSRD06.dgn



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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

VICTOR H. GALLO, P.E.
P.E. LICENSE NUMBER 75592
KIMLEY HORN AND ASSOCIATES INC.
189 SOUTH ORANGE AVENUE, SUITE 1000
ORLANDO, FLORIDA, 32801
REGISTRY NO. 35106

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

ROAD NO.	PROJECT NO.
CR-532	538-235A

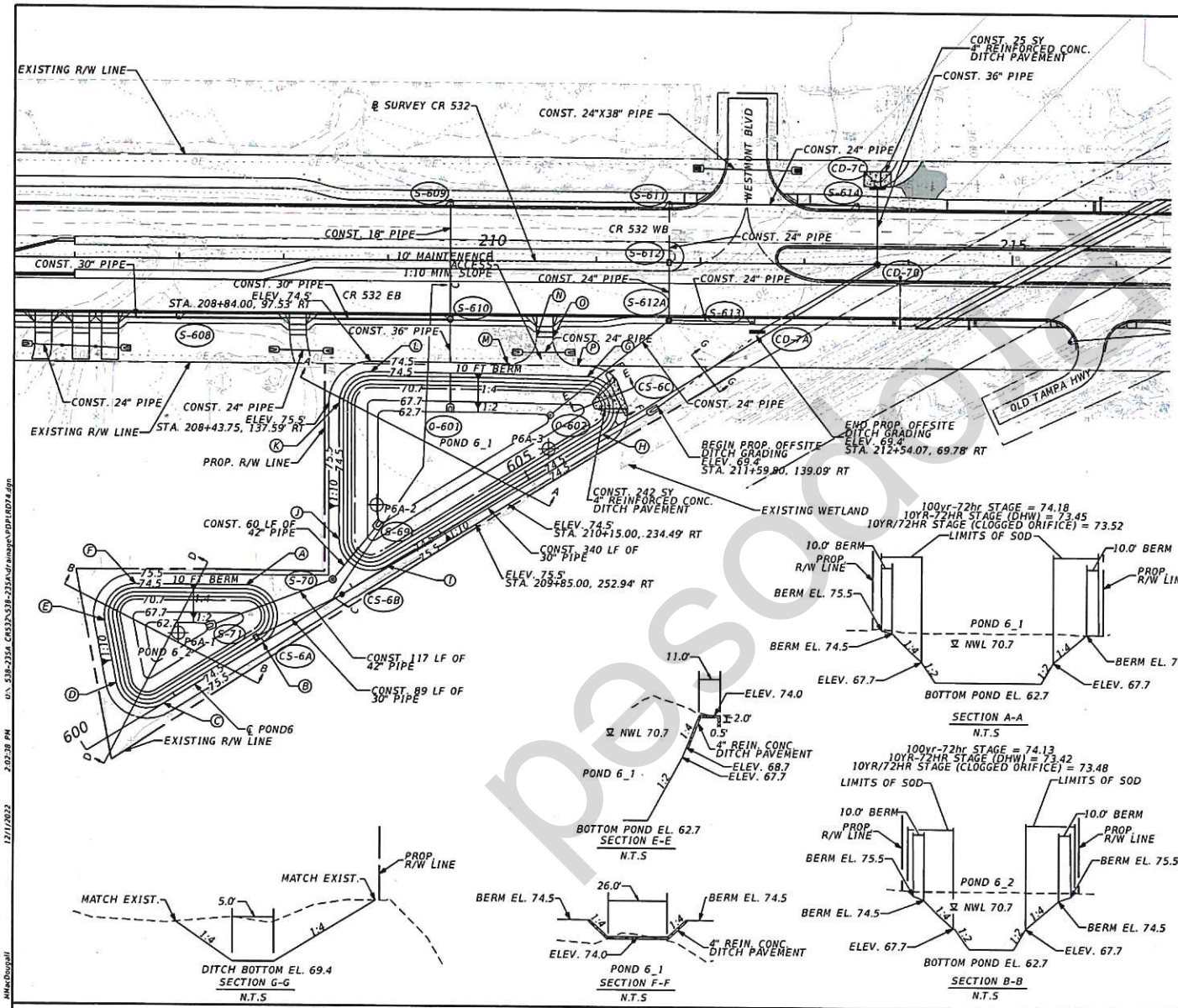
CENTRAL FLORIDA EXPRESSWAY AUTHORITY

DRAINAGE STRUCTURES

SHEET NO. 184

Katie.Gleason 10/16/2023 1:19:31 PM K:\ORL_Roadway\149800003_CFX CR 532\2_CADD\149800003\drainage\RDXSRD02_Cross I

pasodo.id



LEGEND

FLOODPLAIN ZONE A

GEOTCHNICAL BORING

0 20 100
Feet

N

POND 6 CONTROL POINTS (FROM ℄ SURVEY CR 532)

LABEL	STA. (OFF) (RT)	LENGTH	RADIUS
A	207+65.02 (313.13')	N/A	30'
B	207+80.90 (368.54')	111.8'	N/A
C	207+12.41 (432.23')	N/A	30'
D	206+40.77 (408.08')	60.74'	N/A
E	206+29.63 (348.38')	N/A	30'
F	206+59.19 (312.87')	105.83'	N/A
G	210+91.82 (110.45')	N/A	30'
H	211+06.95 (165.96')	243.48'	N/A
I	208+99.78 (293.88')	N/A	30'
J	208+54.02 (268.41')	130.83'	N/A
K	208+53.79 (143.82')	N/A	30'
L	208+84.03 (107.52')	130.66'	N/A
M	210+15.26 (98.82')	N/A	25'
N	210+42.82 (73.00')	N/A	N/A
O	210+58.82 (73.00')	N/A	25'
P	210+82.66 (100.25')	10.69'	N/A

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

The Balmoral Group
165 Lincoln Avenue
Winter Park, FL 32789
Phone: (407) 629-2185
www.balmoralgroup.us
E.O.R.: Jennifer A. Nunn, P.E. No. 70709

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

ROAD NO.	PROJECT NO.
CR-532	538-235A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

POND DETAIL
POND 6

SHEET NO. 196

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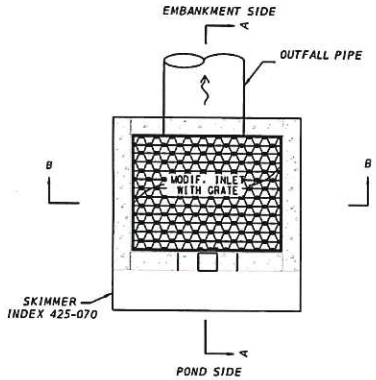
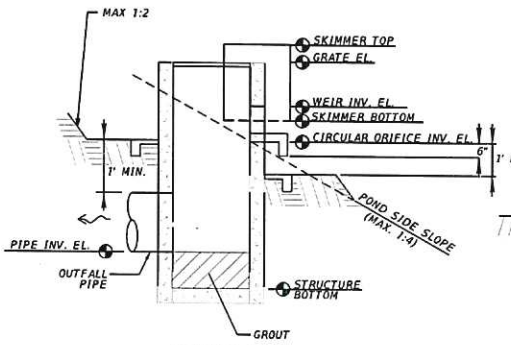
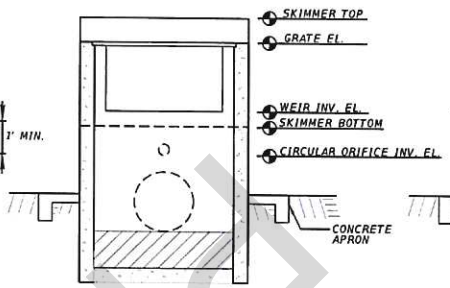
pesodata

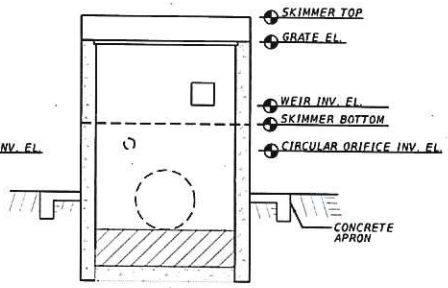
MMacDougall 12/1/2022 2:02:38 PM U:\ 538-235A CR532\538-235A\drainage\PDP1RD74.dgn

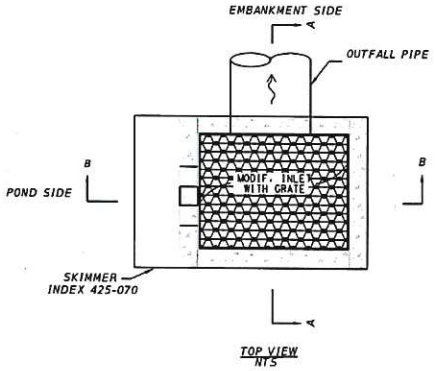


TYPE A ORIENTATION

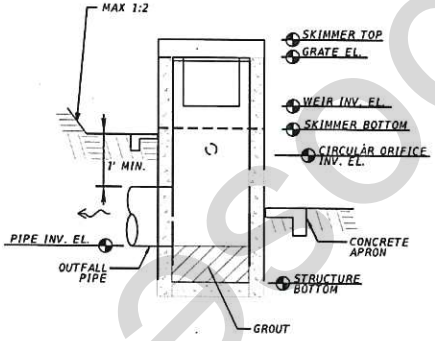


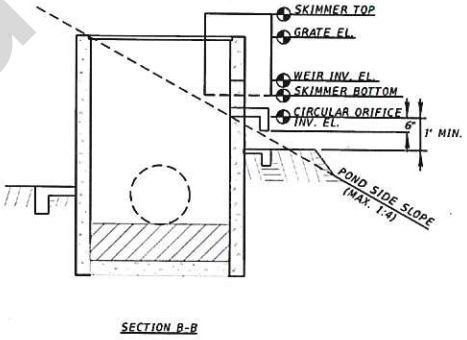






TYPE B ORIENTATION





CONTROL STRUCTURE DETAILS

LOCATION	STORMWATER MANAGEMENT FACILITY TYPE	CONTROL STRUCTURE	ORIENTATION	STATION (BL CR-532)	OFFSET	MODIFIED FDOT TYPE	GRATE ELEVATION (Ft.)	WEIR INV. EL. (Ft.)	WEIR SIZE (In.)	ORIFICE INV. EL. (Ft.)	ORIFICE SIZE (In.)	SKIMMER TOP/ BOTTOM (Ft.)	SKIMMER HEIGHT (In.)	STRUCTURE BOTTOM (Ft.)	STRUCTURE HEIGHT (Ft.)	PIPE SIZE (In.)	PIPE INV. EL. (Ft.)	OUTFALL INV. EL. (Ft.)	OUTFALL LOCATION STA. (OFFSET)	OUTFALL STRUCTURE TYPE
POND 2	WET DETENTION	CS-2	TYPE B	119+16.49	416.76' RT	E	92.00	91.15	(1) 10.2Hx9W	90.50	5.0 DIA.	92.90/91.07	22	88.50	3.50	(1) 24	89.00	88.45	119+73.72 (98.04' LT)	STRAIGHT ENDWALL
POND 3	WET DETENTION	CS-3	TYPE A	168+52.98	531.88' RT	D	89.00	86.50	(1) 3Hx3W	85.50	3.0 DIA.	89.10/86.43	32	84.50	4.50	(1) 24	85.00	83.95	168+20.10 (53).89' RT)	MES CD 1:4
POND 5	WET DETENTION	CS-5	TYPE A	192+69.00	335.18' RT.	D	83.00	82.00	(1) 12Hx24W	81.50	3.0 DIA.	83.45/81.95	18	79.50	3.50	(1) 24	80.00	79.50	192+54.81 (95.09' RT)	MES CD 1:4
POND 6	WET DETENTION	CS-6	TYPE B	207+74.68	363.46' RT.	D	73.20	72.10	(1) 13.2Hx16.8W	70.70	3.0 DIA.	74.00/72.00	24	69.50	4.00	(1) 30	70.00	69.40	211+52.13 (143.84' RT)	MES CD 1:4
POND 7	WET DETENTION	CS-7	TYPE A	220+36.37	215.09' RT.	D	68.30	67.70	(1) 7.2Hx6W	67.0	3.0 DIA.	67.50/68.50	12	65.30	3.00	(1) 18	65.80	65.60	220+36.42 (238.59' RT)	MES CD 1:4

preliminary

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MMacDougall

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

The Balmoral Group
165 Lincoln Avenue
Winter Park, FL 32789
Phone: (407) 629-2185
www.balmoralgroup.us
E.O.R.: Jennifer A. Nunn, P.E. No. 70709

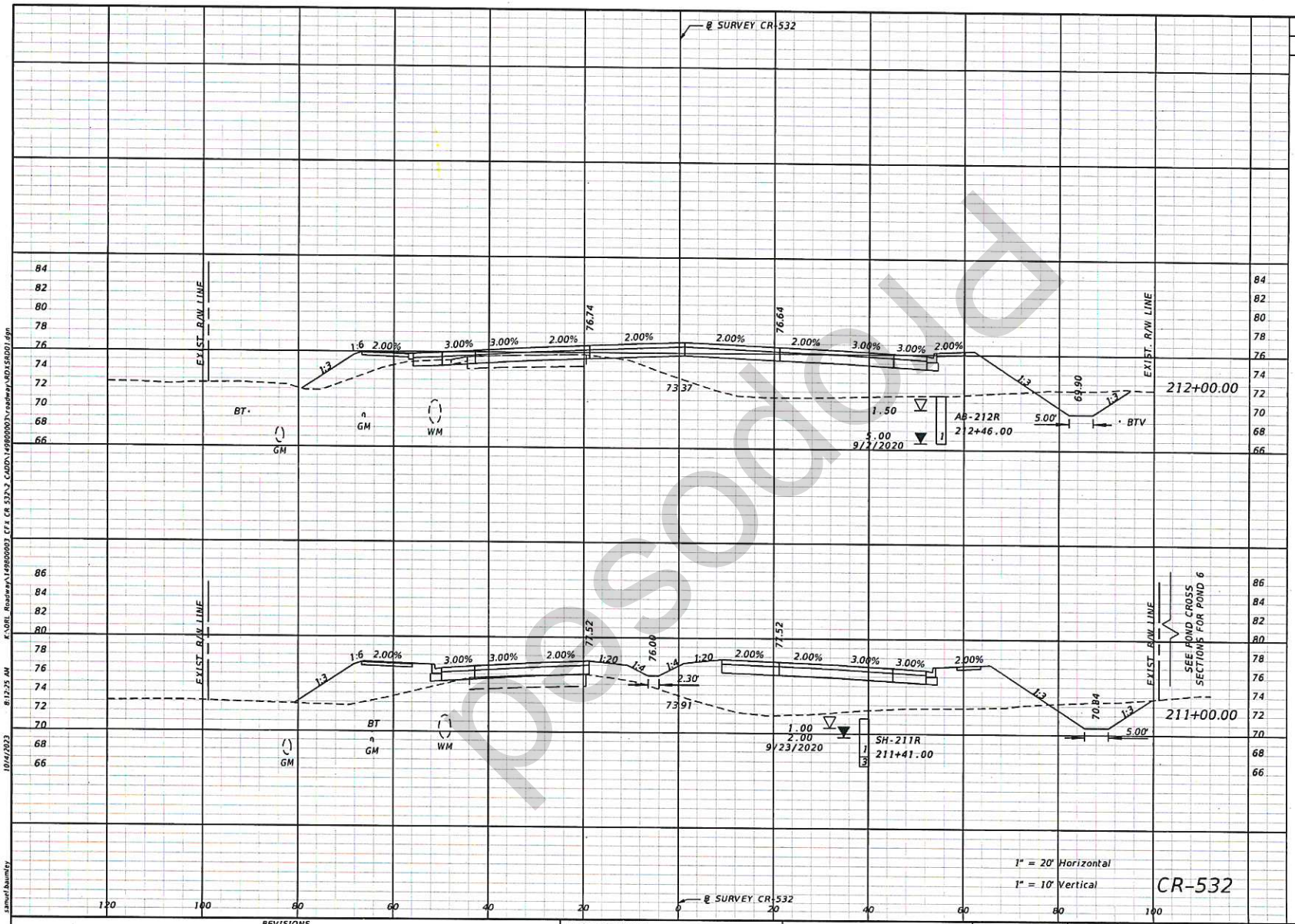
CR 532 WIDENING FROM OLD LAKE WILSON ROAD TO US 17/92

ROAD NO.	PROJECT NO.
CR-532	538-235A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

DRAINAGE DETAILS

SHEET NO. 198



Regular Exc. A	Regular Exc. V	Embankment A	Embankment V
55	171	296	1270
38	140	390	1534

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

HAO T. CHAU, P.E.
P.E. LICENSE NUMBER 61640
KIMLEY HORN AND ASSOCIATES INC.
189 SOUTH ORANGE AVENUE, SUITE 1000
ORLANDO, FLORIDA, 32801
REGISTRY NO. 696

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

ROAD NO.	PROJECT NO.
CR-532	538-235A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CROSS SECTIONS

SHEET NO. 269

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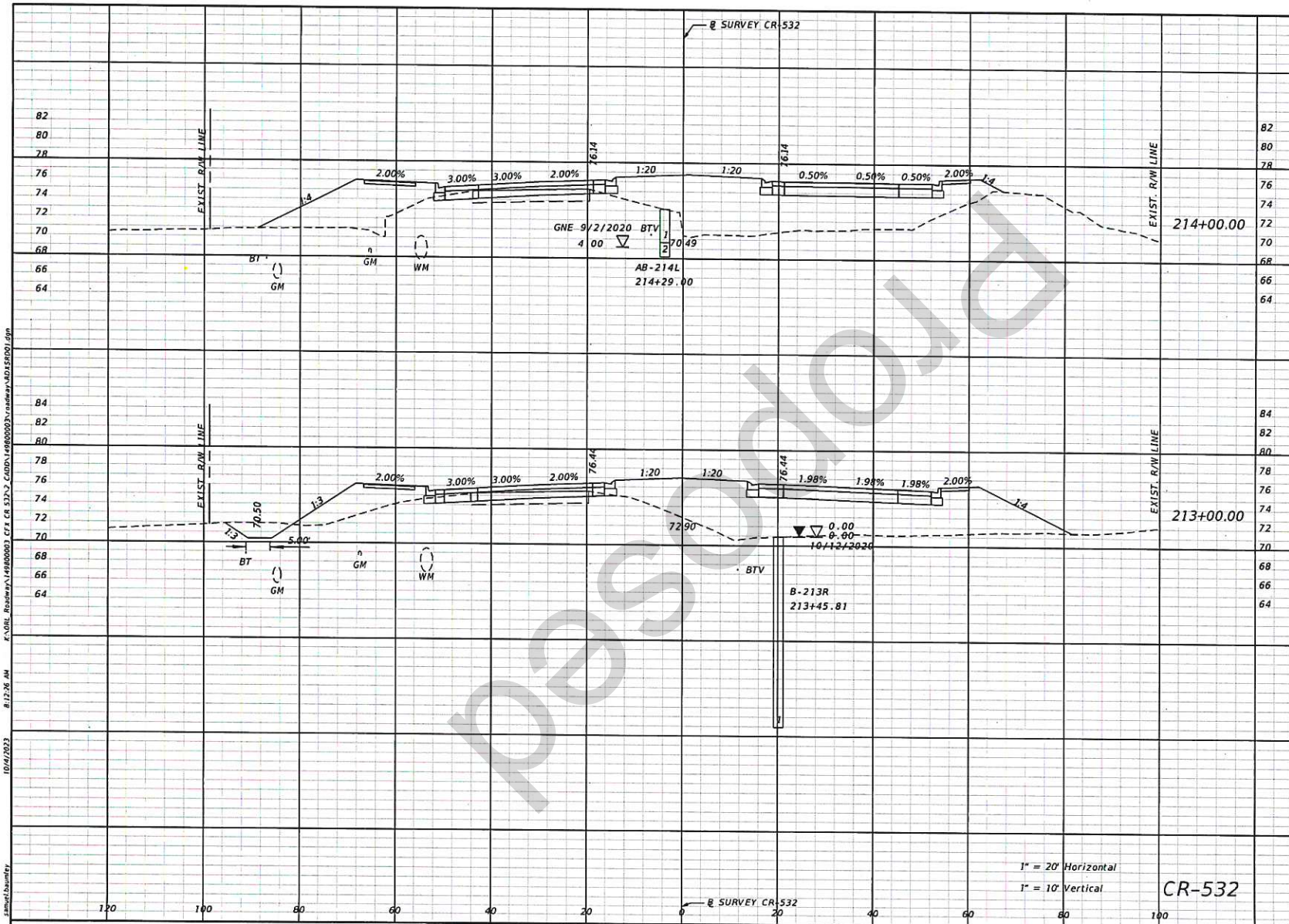
samuel.baumley 10/4/2023 8:12:25 AM K:\ORL Roadway\149800003 CFX CR 532\2 CADD\149800003\roadway\RDXSRD01.dgn

posodold



Regular Exc.		Embankment	
A	V	A	V
21	86	336	1294
25	148	362	1219

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Proposed

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

HAO T. CHAU, P.E.
P.E. LICENSE NUMBER 61640
KIMLEY HORN AND ASSOCIATES INC.
189 SOUTH ORANGE AVENUE, SUITE 1000
ORLANDO, FLORIDA, 32801
REGISTRY NO. 696

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

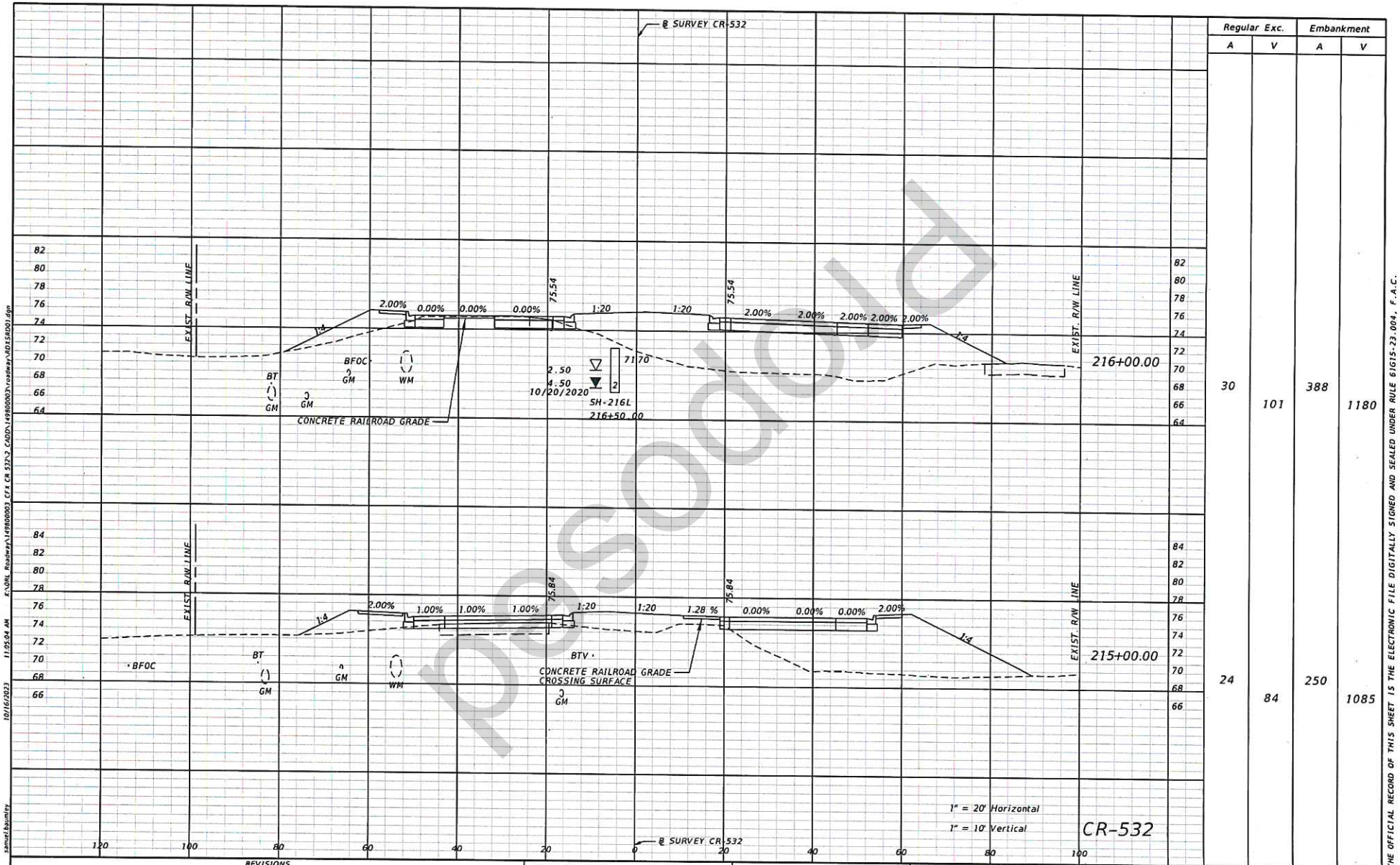
ROAD NO.	PROJECT NO.
CR-532	538-235A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CROSS SECTIONS

SHEET NO. 270

K:\ORL_Roadway\149800003_CFX CR 532\2 CADD\149800003\roadway\ADXSRD01.dgn
10/4/2023 8:12:26 AM
samuel.baumley



Regular Exc.		Embankment	
A	V	A	V
30	101	388	1180
24	84	250	1085

REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION

HAO T. CHAU, P.E.
P.E. LICENSE NUMBER 61640
KIMLEY HORN AND ASSOCIATES INC.
189 SOUTH ORANGE AVENUE, SUITE 1000
ORLANDO, FLORIDA, 32801
REGISTRY NO. 696

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

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CR-532	538-235A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CROSS SECTIONS

SHEET NO. 271

Resolved

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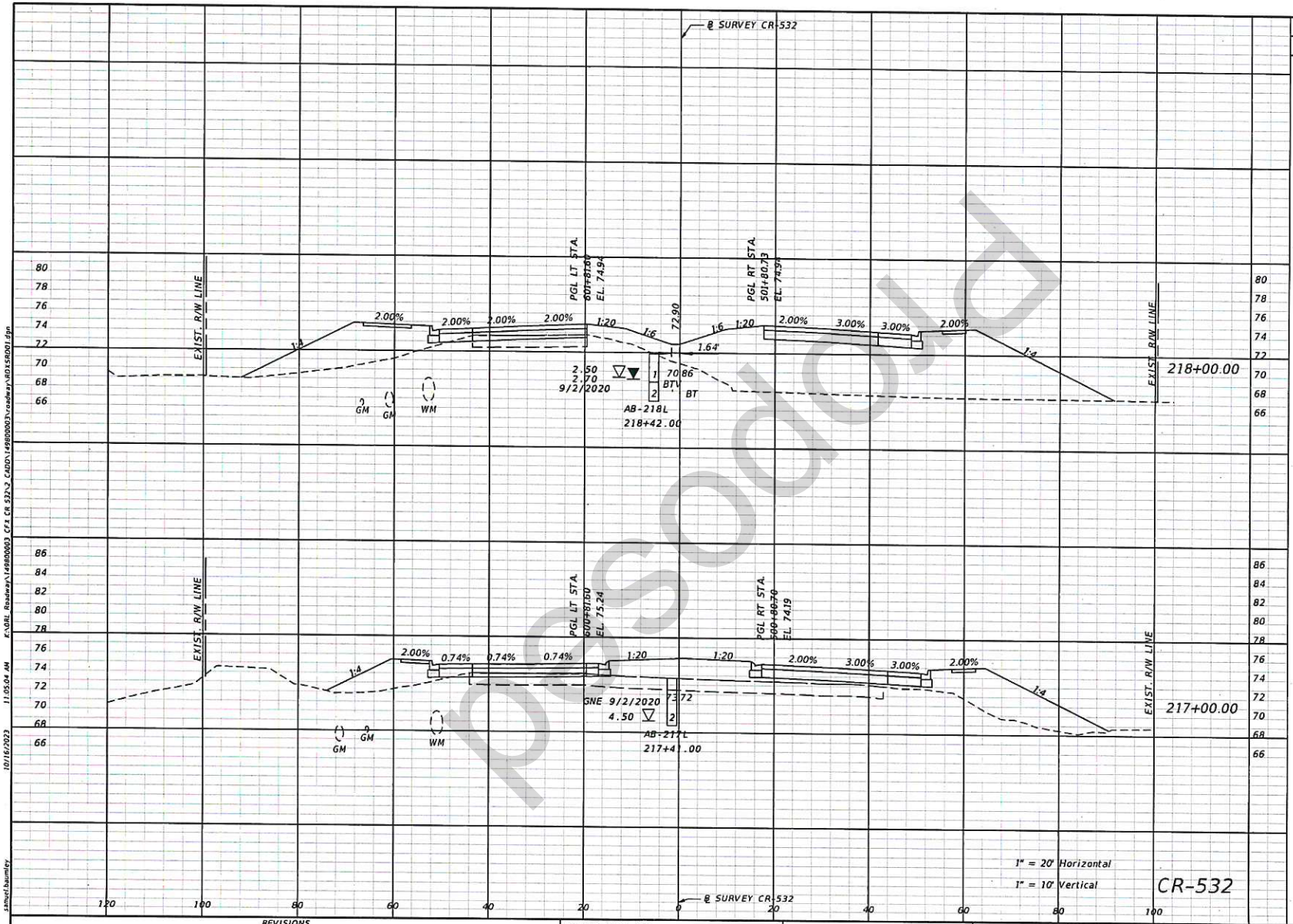
10/16/2023 11:05:04 AM K:\ORL_Roadway\149800003 CFX CR 532\2 CADD\149800003roadway\XD15A001.dgn samuel.baumley



Regular Exc.		Embankment	
A	V	A	V
12	94	472	1195
39	128	173	1039

preliminary

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

HAO T. CHAU, P.E.
P.E. LICENSE NUMBER 61640
KIMLEY HORN AND ASSOCIATES INC.
189 SOUTH ORANGE AVENUE, SUITE 1000
ORLANDO, FLORIDA, 32801
REGISTRY NO. 696

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

ROAD NO.	PROJECT NO.
CR-532	538-235A

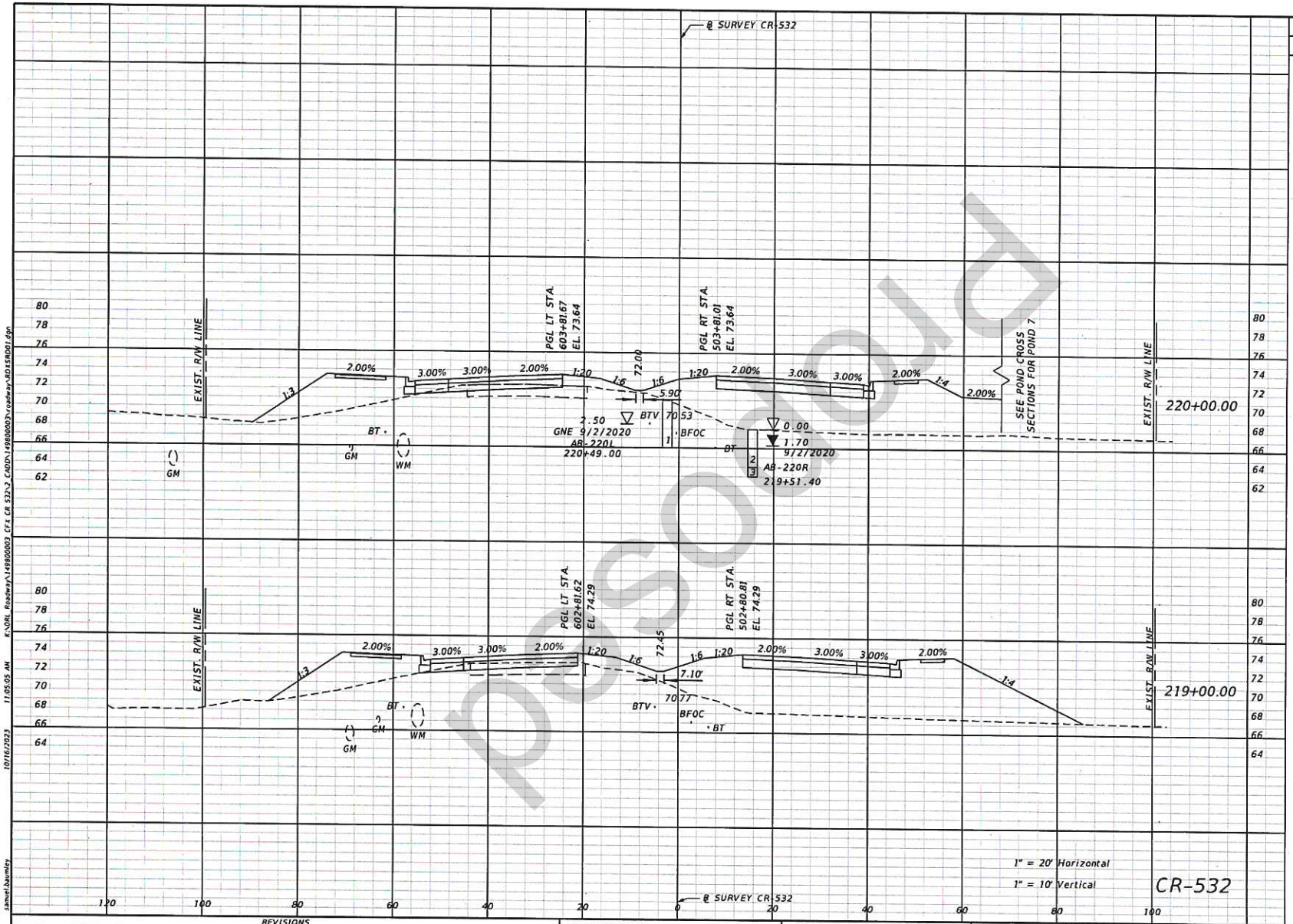
CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CROSS SECTIONS

SHEET NO. 272

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

K:\ORL Roadway\149800003 CFX CR 532\3 CADD\149800003\roadway\RDXSR001.dgn
10/16/2023 11:05:04 AM
samuel.baumley



Regular Exc. A	Regular Exc. V	Embankment A	Embankment V
13	54	352	1373
16	51	389	1594

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

HAO T. CHAU, P.E.
P.E. LICENSE NUMBER 61640
KIMLEY HORN AND ASSOCIATES INC.
189 SOUTH ORANGE AVENUE, SUITE 1000
ORLANDO, FLORIDA, 32801
REGISTRY NO. 696

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

ROAD NO.	PROJECT NO.
CR-532	538-235A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CROSS SECTIONS

SHEET NO. 273

Proposed

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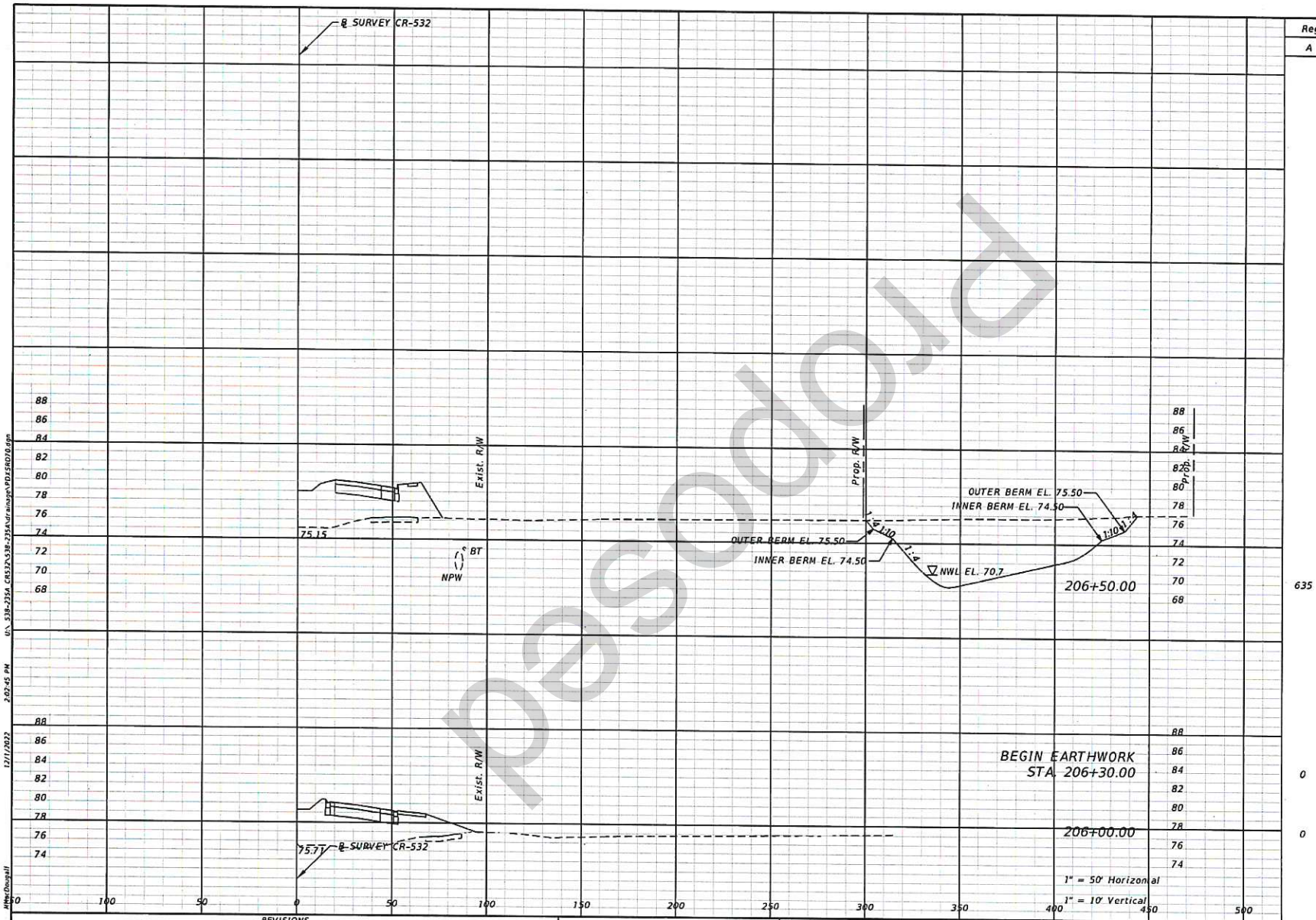

Regular Exc. A	Regular Exc. V	Embankment A	Embankment V
635	235.1	0	0.0
0	0.0	0	0.0
0	0.0	0	0.0

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

The Balmoral Group
165 Lincoln Avenue
Winter Park, FL 32789
Phone: (407) 629-2185
www.balmoralgroup.us

E.O.R.: Jennifer A. Nunn, P.E. No. 70709

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

ROAD NO.	PROJECT NO.
CR-532	538-235A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

POND CROSS SECTIONS POND 6

SHEET NO. 310

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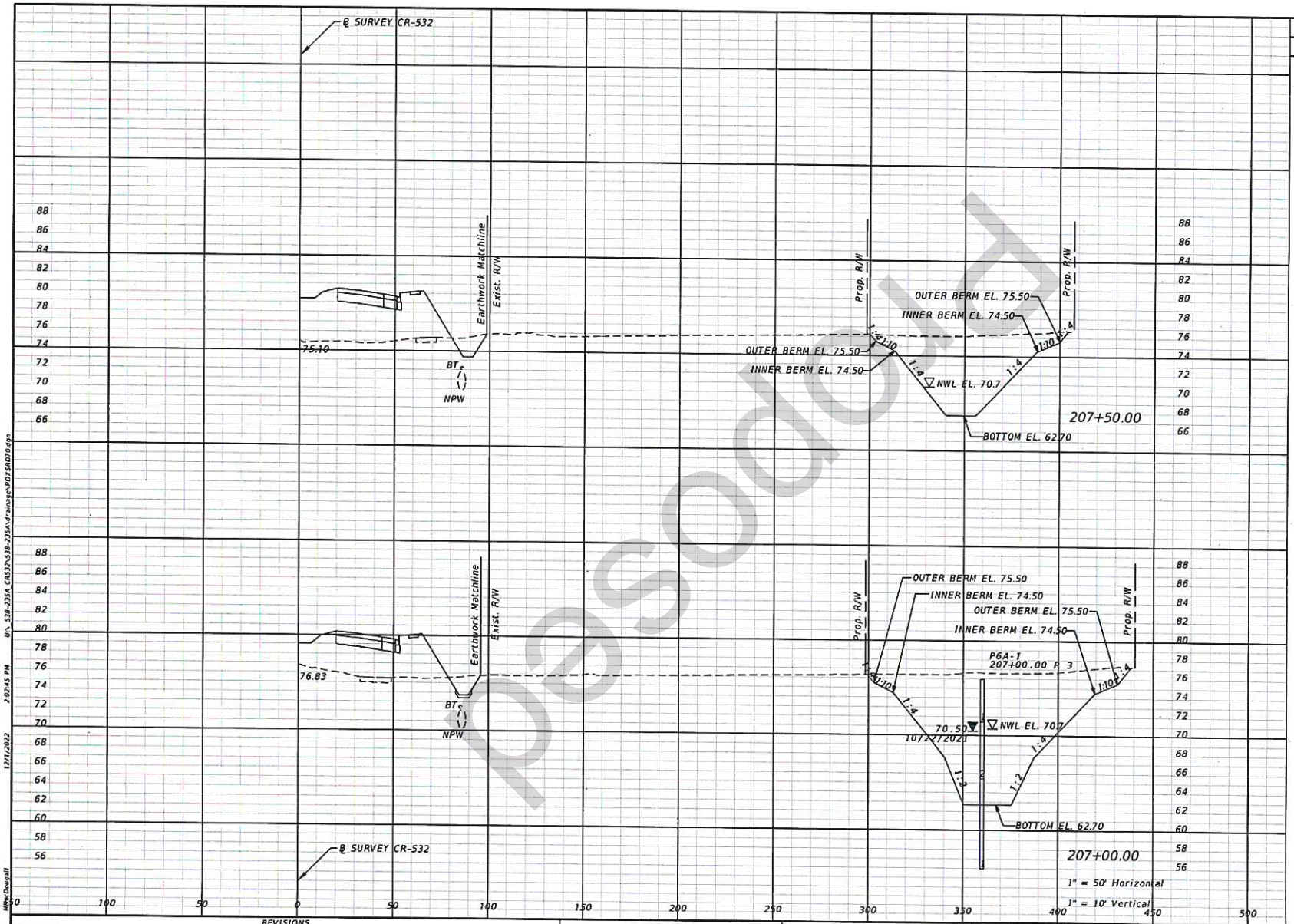
U:\ 538-235A CR532\538-235A\drainage\PDXSRD70.dgn 2:02:45 PM 12/1/2022 MMcDougall



Regular Exc. A	Regular Exc. V	Embankment A	Embankment V
467	1334.5	0	0.0
974	1489.7	0	0.0

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U:\ 538-235A CR532\538-235A\drainage\PD7SR070.dgn 12/1/2022 2:02:45 PM MMcDougall

REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION

The Balmoral Group
165 Lincoln Avenue
Winter Park, FL 32789
Phone: (407) 629-2185
www.balmoralgroup.us

E.O.R.: Jennifer A. Nunn, P.E. No. 70709

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

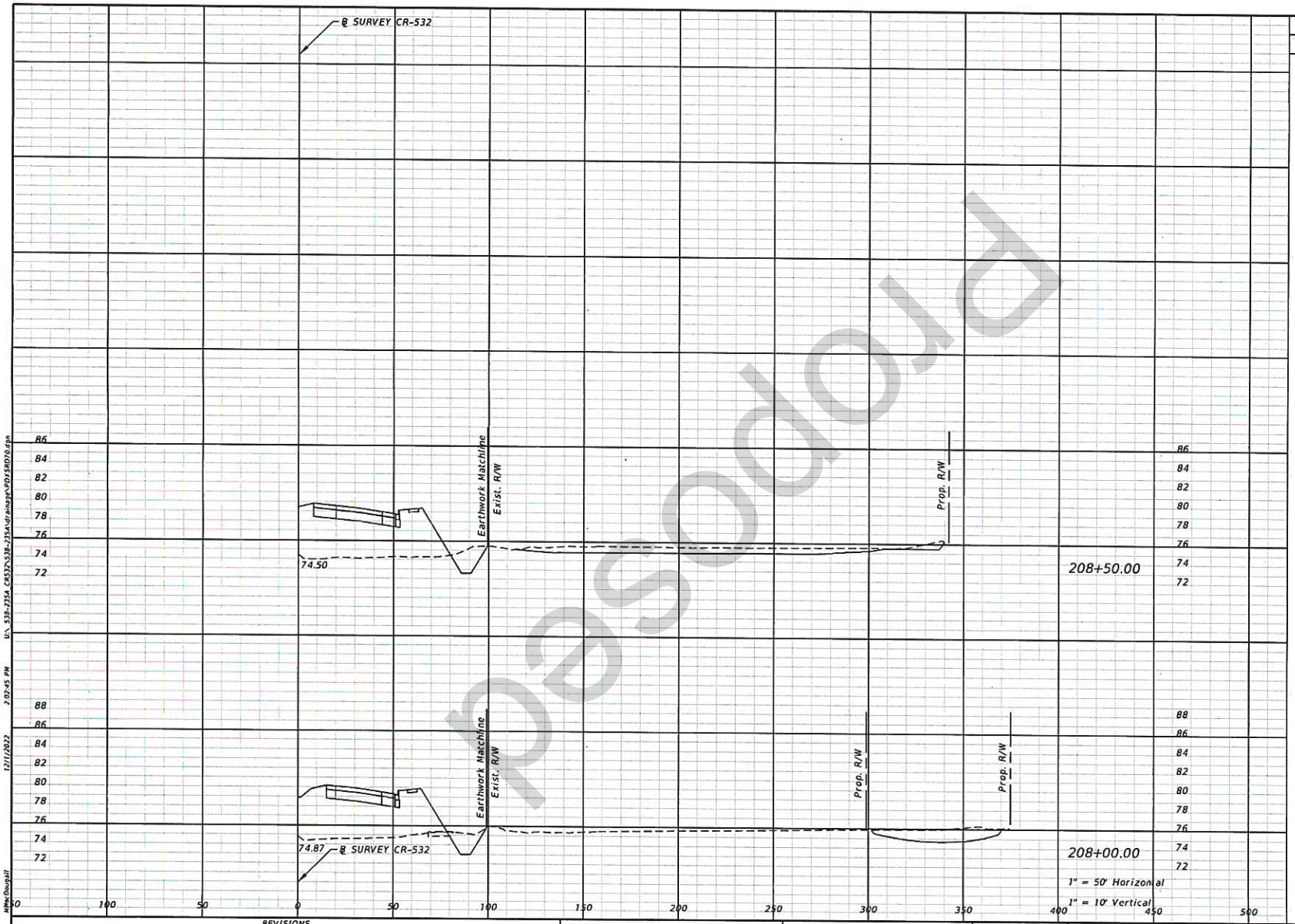
ROAD NO.	PROJECT NO.
CR-532	538-235A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

POND CROSS SECTIONS POND 6

SHEET NO. 311

pasodoid



Regular Exc. A	Regular Exc. V	Embankment A	Embankment V
118	175.5	0	0.0
72	499.3	0	0.0

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Proposed

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REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION

The Balmoral Group
165 Lincoln Avenue
Winter Park, FL 32789
Phone: (407) 629-2185
www.balmoralgroup.us

E.O.R.: Jennifer A. Nunn, P.E. No. 70709

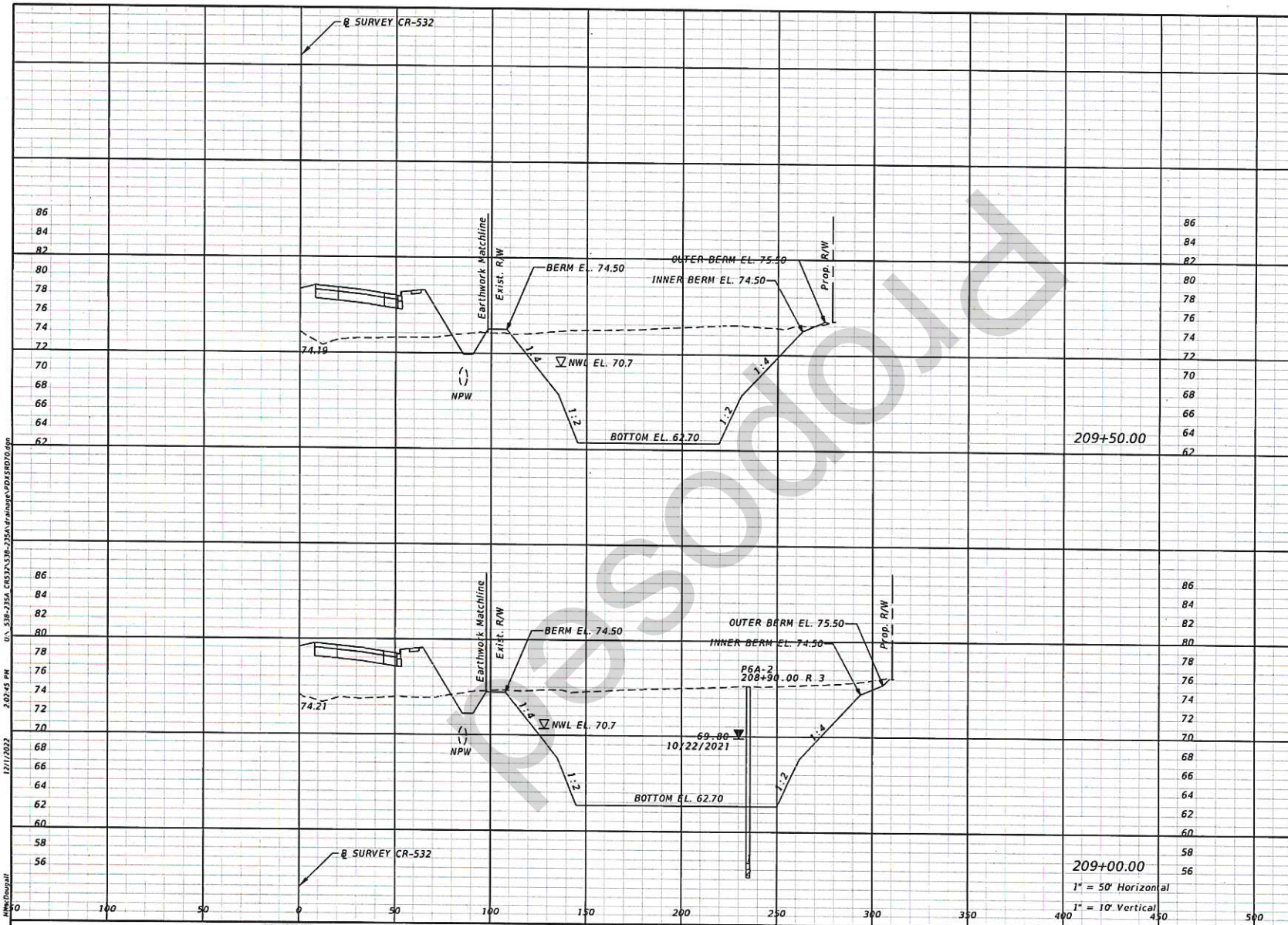
CR 532 WIDENING FROM OLD LAKE WILSON ROAD TO US 17/92

ROAD NO.	PROJECT NO.
CR-532	538-235A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

POND CROSS SECTIONS POND 6

SHEET NO. 312



Regular Exc. A	Regular Exc. V	Embankment A	Embankment V
1297	2830.2	5	4.8
1759	1737.9	0	0.0

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

U:\ 538-235A CR532\538-235A\drainage\PDXSRD70.dgn 12/1/2022 2:02:45 PM MMcDougall

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

The Balmoral Group
165 Lincoln Avenue
Winter Park, FL 32789
Phone: (407) 629-2185
www.balmoralgroup.us

E.O.R.: Jennifer A. Nunn, P.E. No. 70709

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

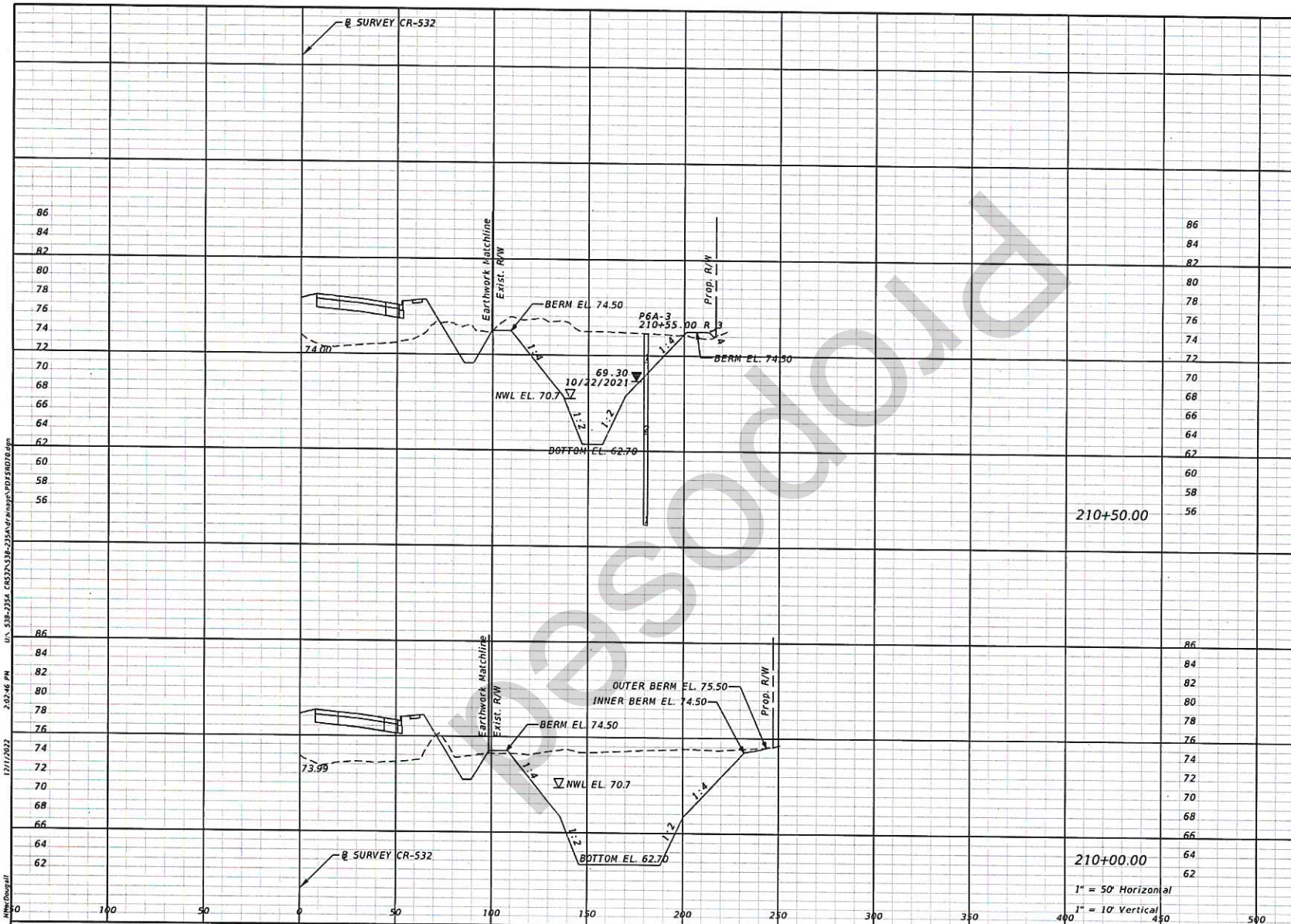
ROAD NO.	PROJECT NO.
CR-532	538-235A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

POND CROSS SECTIONS POND 6

SHEET NO. 313

Proposed



Regular Exc. A	Regular Exc. V	Embankment A	Embankment V
567	1373.2	8	10.1
916	2049.6	3	7.6

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
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The Balmoral Group
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ROAD NO.	PROJECT NO.
CR-532	538-235A

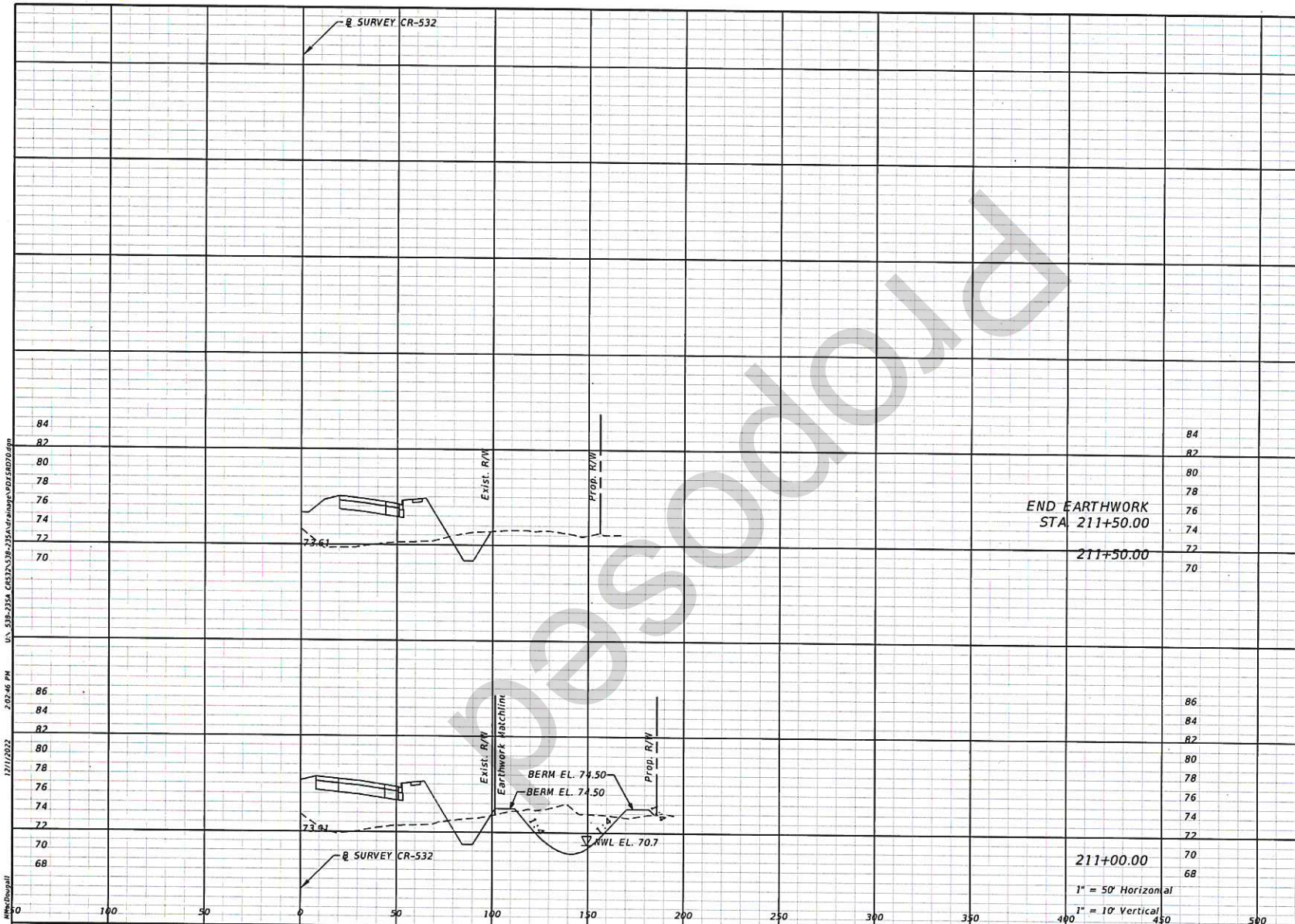
CENTRAL FLORIDA EXPRESSWAY AUTHORITY

POND CROSS SECTIONS POND 6

SHEET NO. 314

Proposed

U:\ 538-235A CR532\538-235A\drainage\PDXSRD70.dgn 12/1/2022 2:02:46 PM MWcDougall



Regular Exc.		Embankment	
A	V	A	V
0		0	
	143.3		15.0
155		16	
	668.1		22.4

Proposed

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REVISIONS

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The Balmoral Group
165 Lincoln Avenue
Winter Park, FL 32789
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E.O.R.: Jennifer A. Nunn, P.E. No. 70709

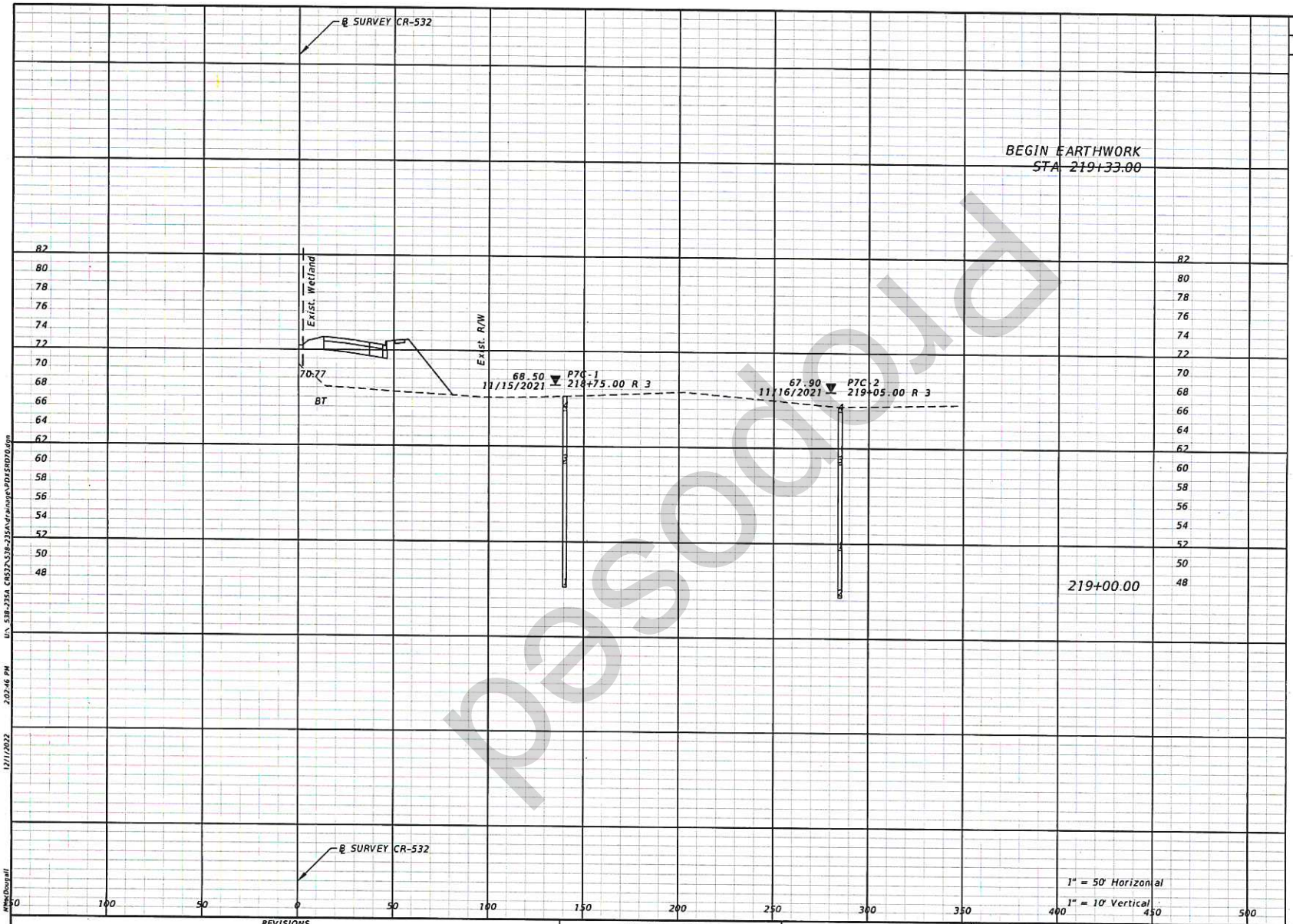
CR 532 WIDENING FROM OLD LAKE WILSON ROAD TO US 17/92

ROAD NO.	PROJECT NO.
CR-532	538-235A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

POND CROSS SECTIONS POND 6

SHEET NO. 315



Regular Exc.		Embankment	
A	V	A	V
0	0.0	0	0.0
0	0.0	0	0.0
0	0.0	0	0.0

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

The Balmoral Group
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Phone: (407) 629-2185
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E.O.R.: Jennifer A. Nunn, P.E. No. 70709

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

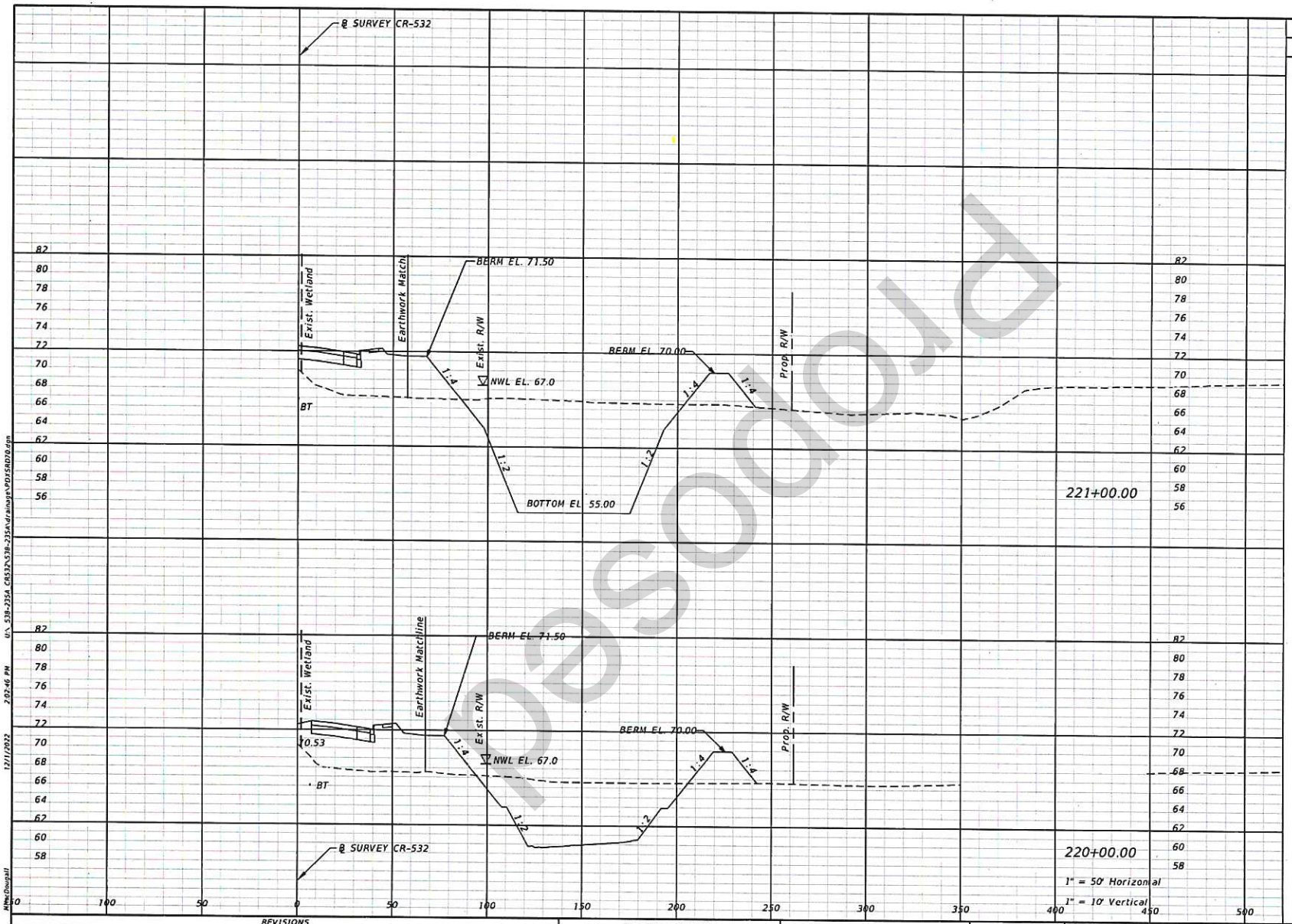
ROAD NO.	PROJECT NO.
CR-532	538-235A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

POND CROSS SECTIONS POND 7

SHEET NO. 316

Proposed



Regular Exc. A	Regular Exc. V	Embankment A	Embankment V
999	2863.9	165	584.4
548	679.7	150	186.4

Proposed

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REVISIONS

DATE	DESCRIPTION	DATE	DESCRIPTION

The Balmoral Group
165 Lincoln Avenue
Winter Park, FL 32789
Phone: (407) 629-2185
www.balmoralgroup.us
E.O.R.: Jennifer A. Nunn, P.E. No. 70709

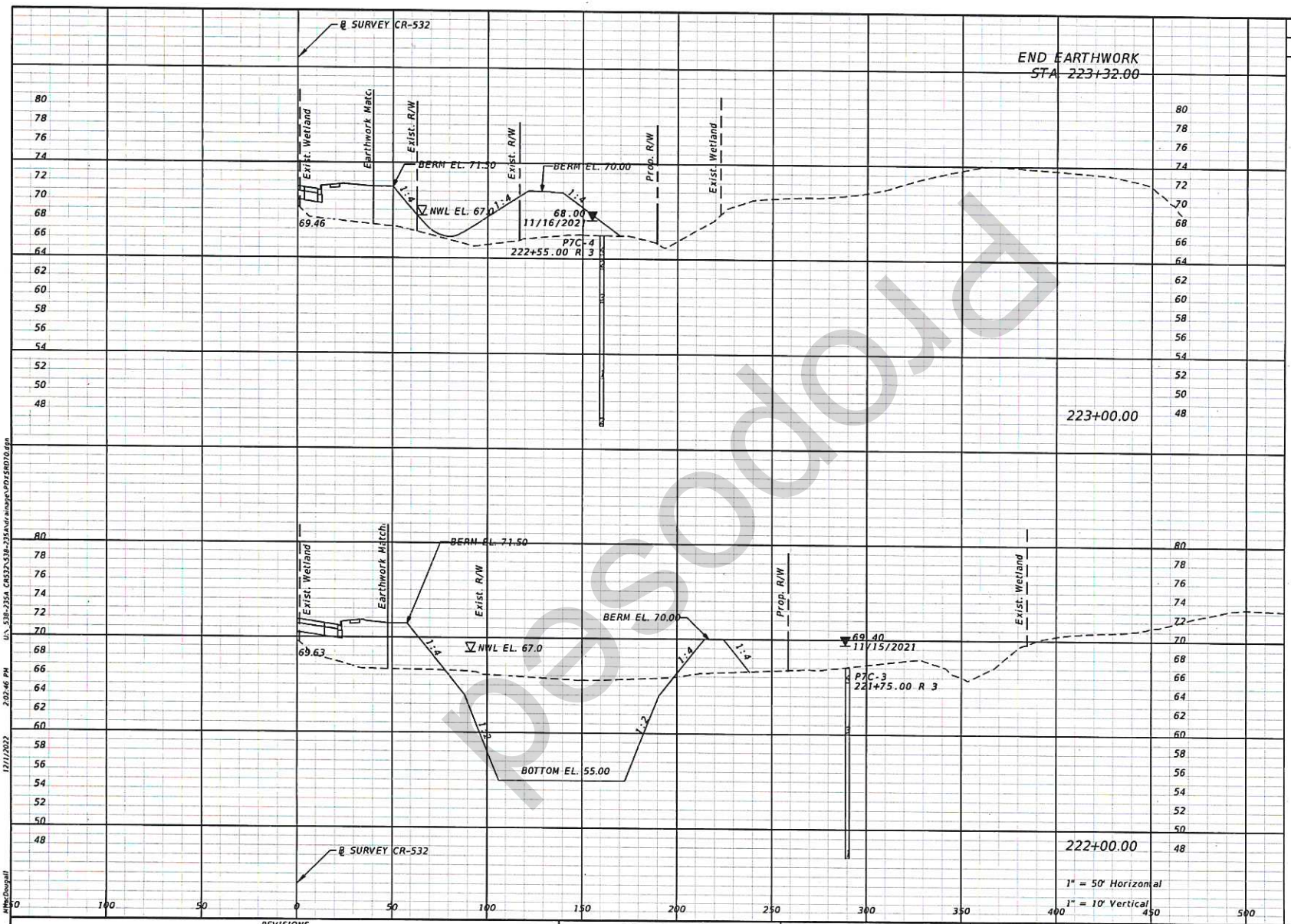
CR 532 WIDENING FROM OLD LAKE WILSON ROAD TO US 17/92

ROAD NO.	PROJECT NO.
CR-532	538-235A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

POND CROSS SECTIONS POND 7

SHEET NO. 317



Regular Exc.		Embankment	
A	V	A	V
0		0	
	0		213.3
0		360	
	1789.9		1011.4
967		186	
	3639.4		650.9

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The Balmoral Group
165 Lincoln Avenue
Winter Park, FL 32789
Phone: (407) 629-2185
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E.O.R.: Jennifer A. Nunn, P.E. No. 70709

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

ROAD NO.	PROJECT NO.
CR-532	538-235A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

POND CROSS SECTIONS POND 7

SHEET NO. 318

Proposed

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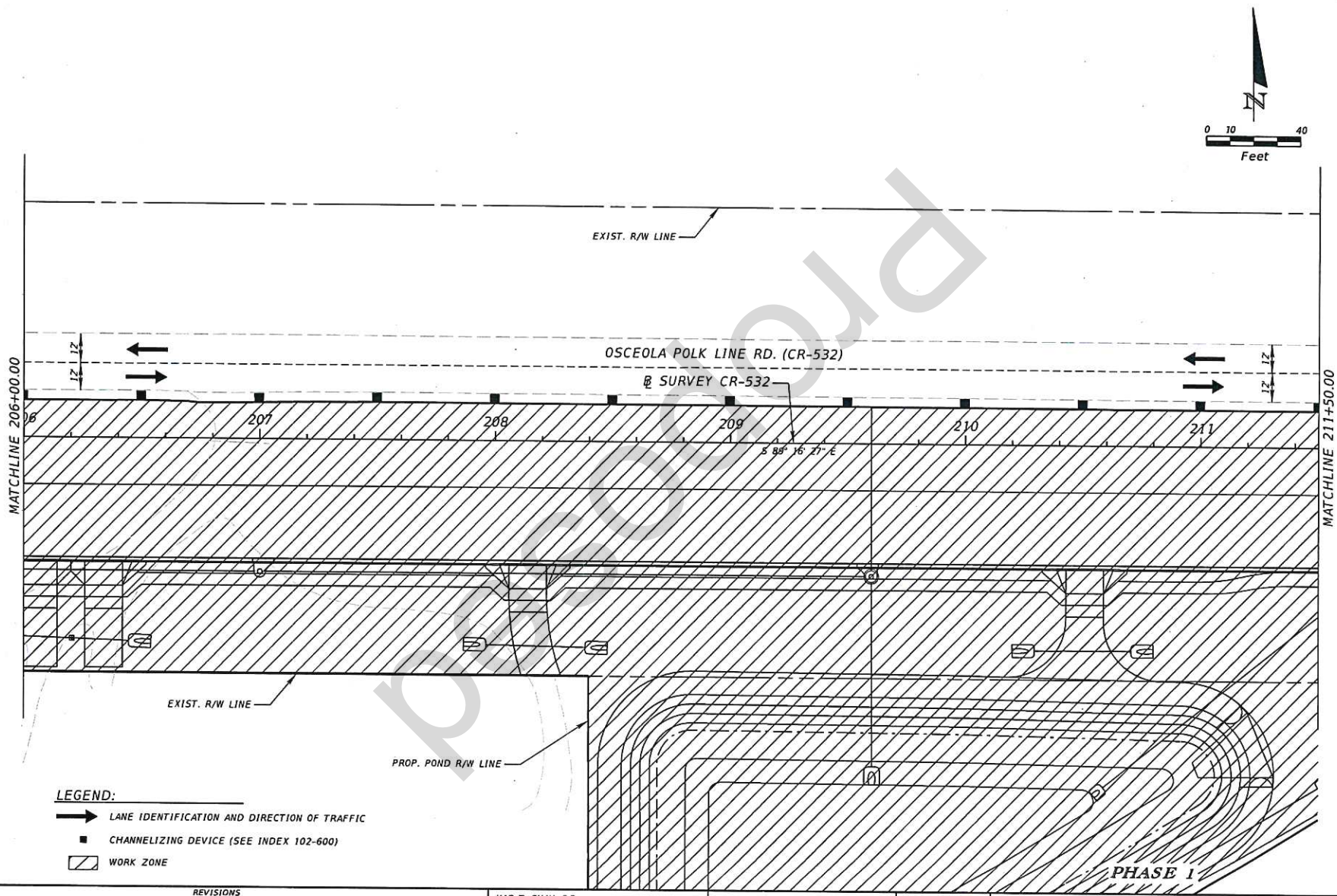

LEGEND:

- LANE IDENTIFICATION AND DIRECTION OF TRAFFIC
- CHANNELIZING DEVICE (SEE INDEX 102-600)
- WORK ZONE

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

HAO T. CHAU, P.E.
P.E. LICENSE NUMBER 61640
KIMLEY HORN AND ASSOCIATES INC.
189 SOUTH ORANGE AVENUE, SUITE 1000
ORLANDO, FLORIDA, 32801
REGISTRY NO. 696

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

ROAD NO.	PROJECT NO.
CR-532	538-235A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TEMPORARY TRAFFIC CONTROL PLANS (36)

SHEET NO. 357

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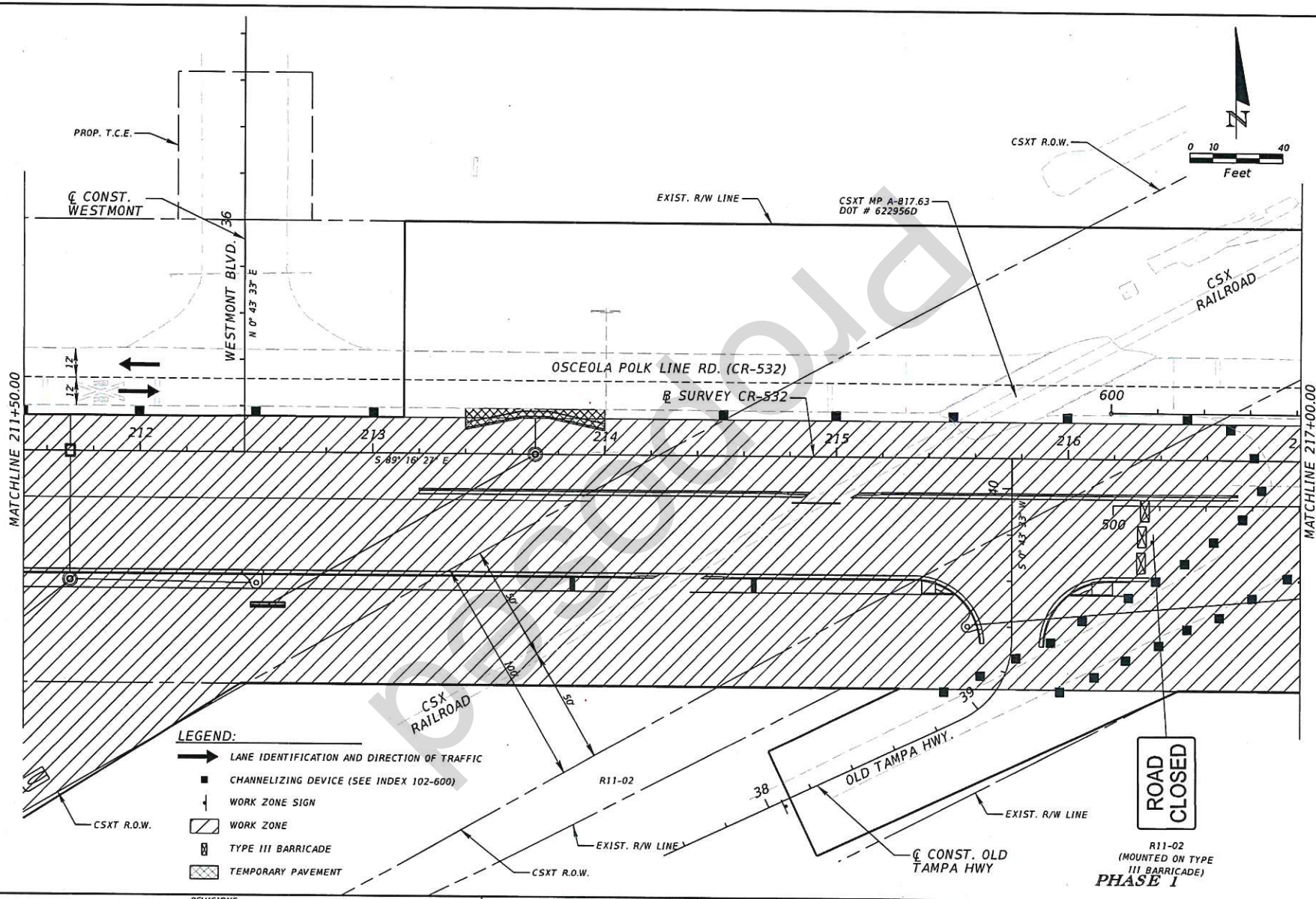
samuel.baumley 10/4/2023 8:15:33 AM K:\ORL Roadway\149800003 CFX CR 532\2 CADD\149800003\roadway\TCP\Phase 1\TCPLRD136 A.dgn

Proposed



Proposed

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

HAO T. CHAU, P.E.
P.E. LICENSE NUMBER 61640
KIMLEY HORN AND ASSOCIATES INC.
189 SOUTH ORANGE AVENUE, SUITE 1000
ORLANDO, FLORIDA, 32801
REGISTRY NO. 696

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

ROAD NO.	PROJECT NO.
CR-532	538-235A

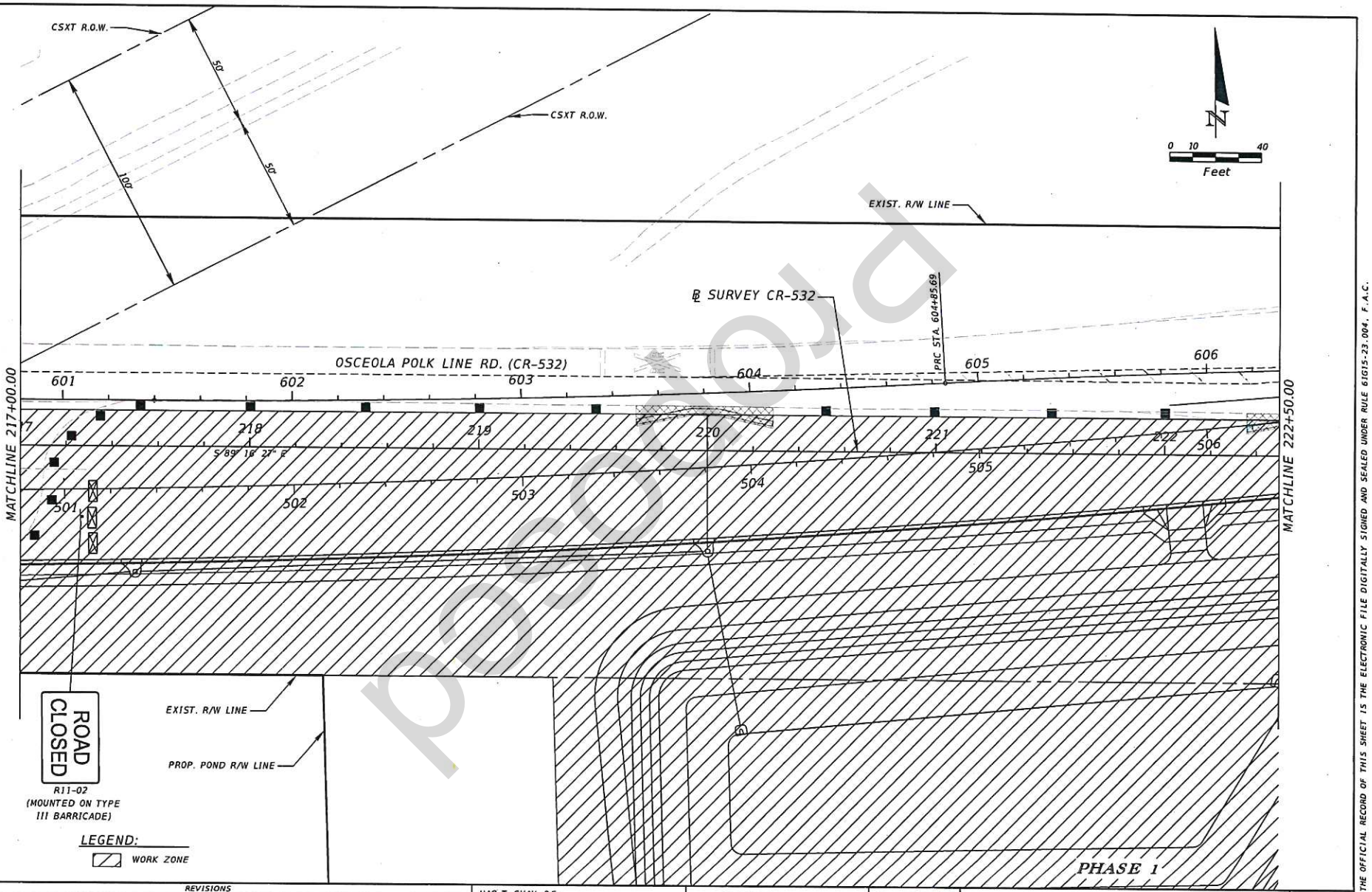
CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TEMPORARY TRAFFIC CONTROL PLANS (37)

SHEET NO. 358

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

samuel.baumley 10/4/2023 8:15:34 AM K:\ORL Roadway\149800003 CFX CR 532\2 CADD\149800003\roadway\TCP\Phase 1\TCPLRD137 A.dgn



Proposed

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

HAO T. CHAU, P.E.
P.E. LICENSE NUMBER 61640
KIMLEY HORN AND ASSOCIATES INC.
189 SOUTH ORANGE AVENUE, SUITE 1000
ORLANDO, FLORIDA, 32801
REGISTRY NO. 696

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

ROAD NO.	PROJECT NO.
CR-532	538-235A

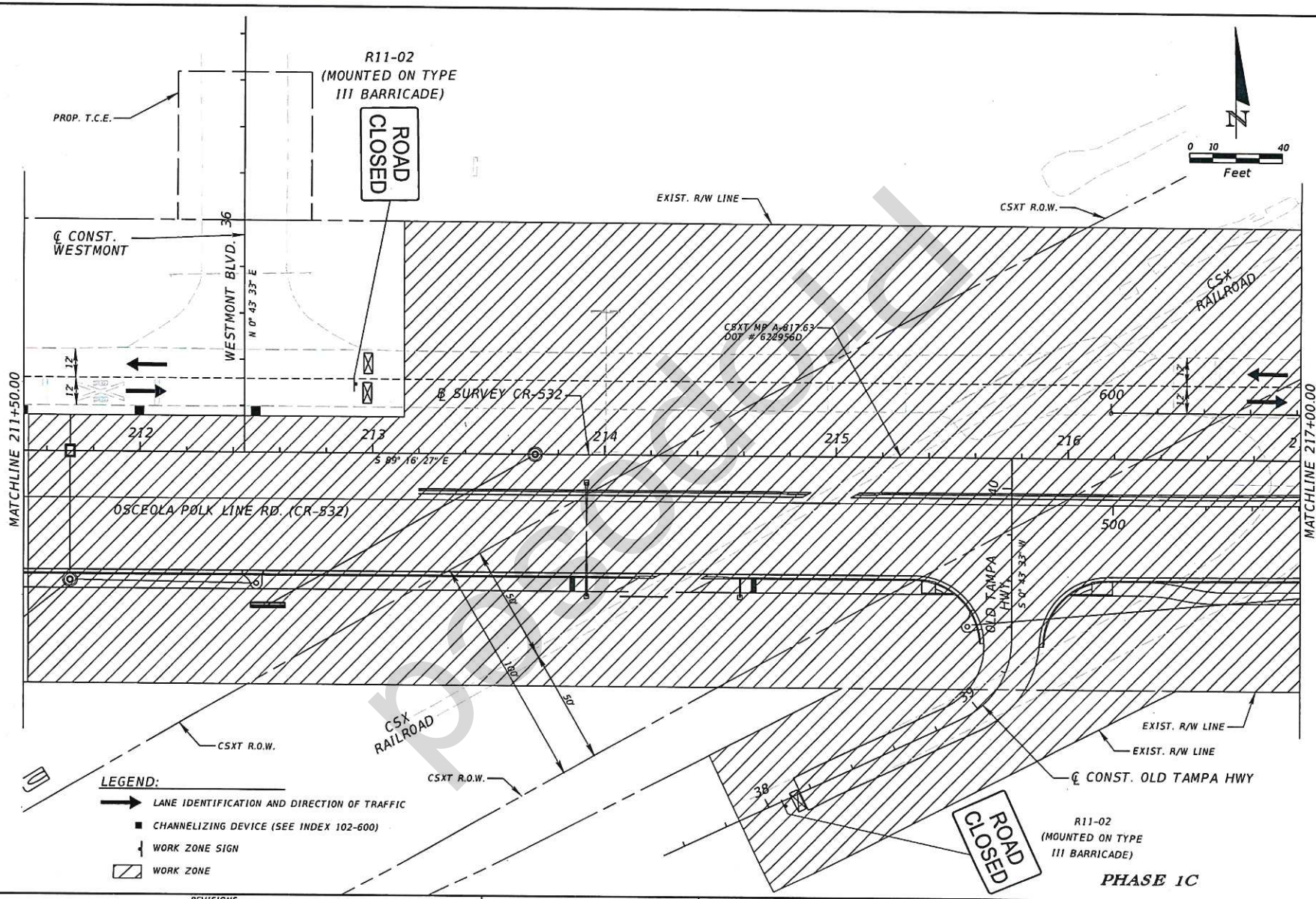
CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TEMPORARY TRAFFIC CONTROL PLANS (38)

SHEET NO. 359

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

samuel.baumley 10/4/2023 8:15:35 AM K:\ORL Roadway\149800003 CFX CR 532\2 CADD\149800003\roadway\TCP\Phase 1\TCPLRD138 A.dgn



PHASE 1C

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

HAO T. CHAU, P.E.
P.E. LICENSE NUMBER 61640
KIMLEY HORN AND ASSOCIATES INC.
189 SOUTH ORANGE AVENUE, SUITE 1000
ORLANDO, FLORIDA, 32801
REGISTRY NO. 696

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

ROAD NO.	PROJECT NO.
CR-532	538-235A

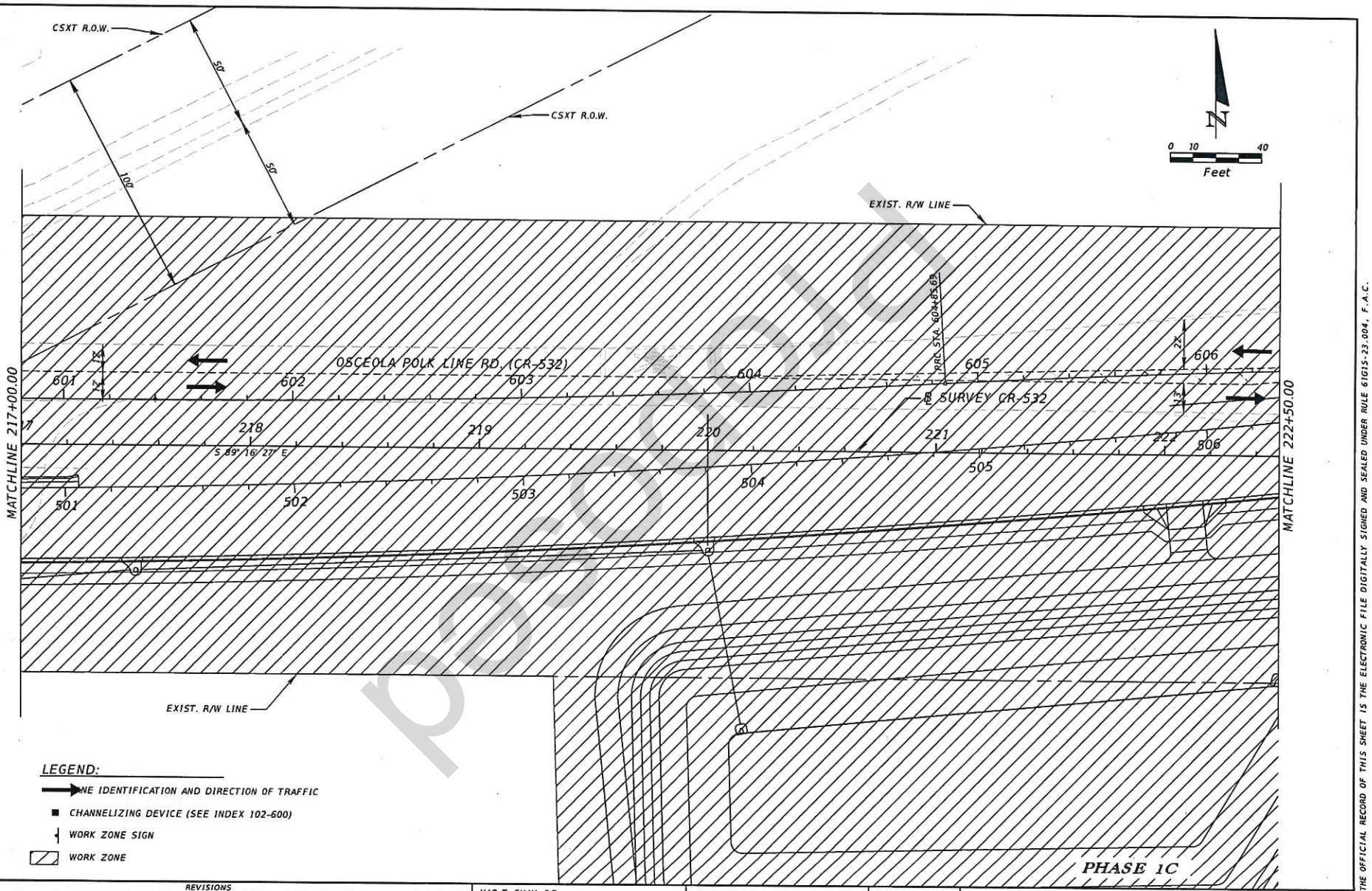
CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TEMPORARY TRAFFIC CONTROL PLANS (42)

SHEET NO. 363

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

samuel.baumley 10/4/2023 8:15:40 AM K:\ORL Roadway\149800003 CFX CR 532\2 CADD\149800003\roadway\TCP\Phase 1 - C\TCPLRD142 C.dgn



pasodoid

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samuel.baumley 10/4/2023 8:15:41 AM K:\DRL Roadway\149800003 CFX CR 532\2 CADD\149800003\roadway\TCP\Phase I - C\TCPLRD143 C.dgn

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

HAO T. CHAU, P.E.
P.E. LICENSE NUMBER 61640
KIMLEY HORN AND ASSOCIATES INC.
189 SOUTH ORANGE AVENUE, SUITE 1000
ORLANDO, FLORIDA, 32801
REGISTRY NO. 696

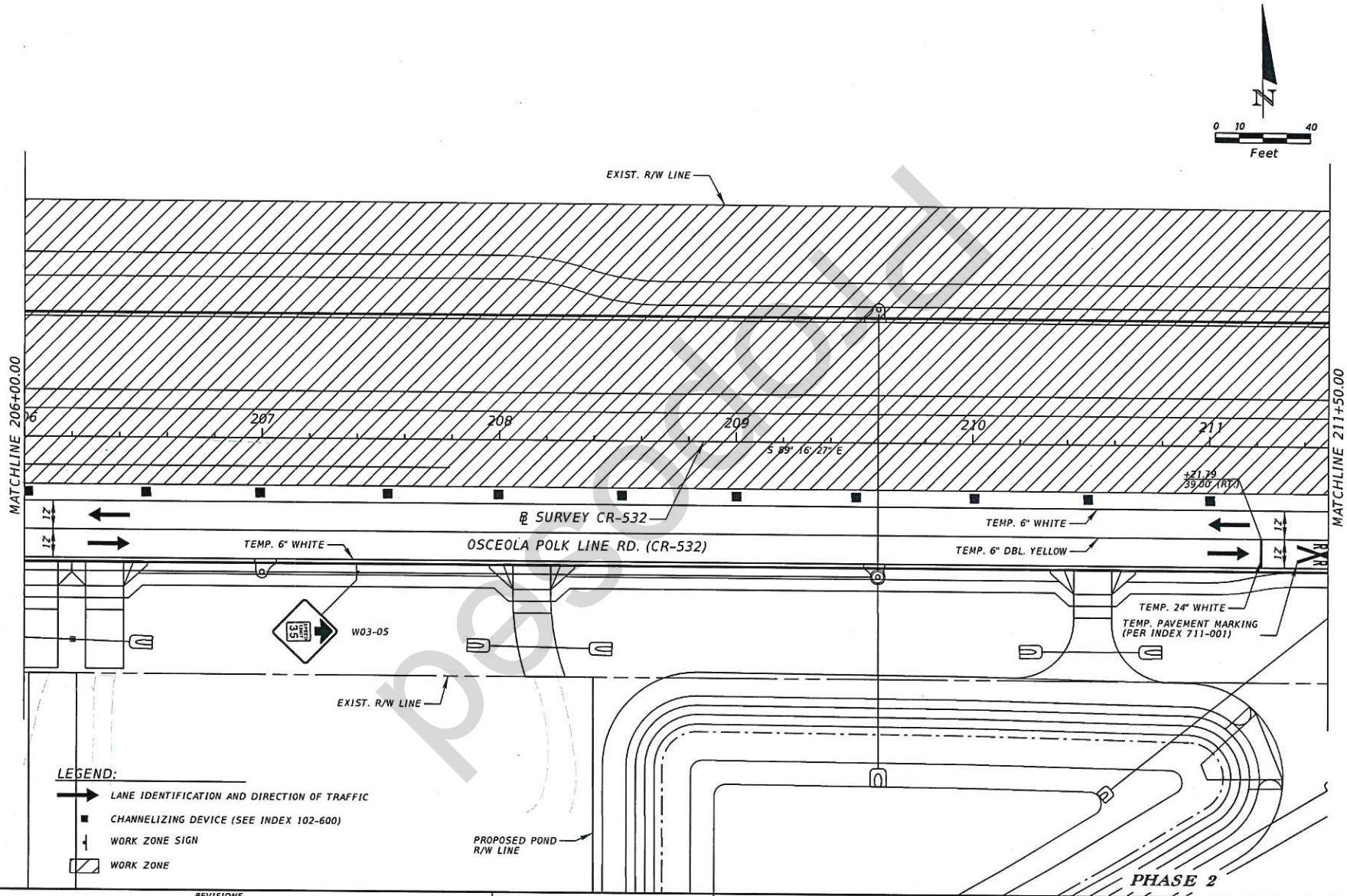
CR 532 WIDENING FROM
OLD LAKE WILSON ROAD TO US 17/92

ROAD NO.	PROJECT NO.
CR-532	538-235A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TEMPORARY TRAFFIC CONTROL PLANS (43)

SHEET NO.
364



pesodold

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

HAO T. CHAU, P.E.
P.E. LICENSE NUMBER 61640
KIMLEY HORN AND ASSOCIATES INC.
189 SOUTH ORANGE AVENUE, SUITE 1000
ORLANDO, FLORIDA, 32801
REGISTRY NO. 696

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

ROAD NO.	PROJECT NO.
CR-532	538-235A

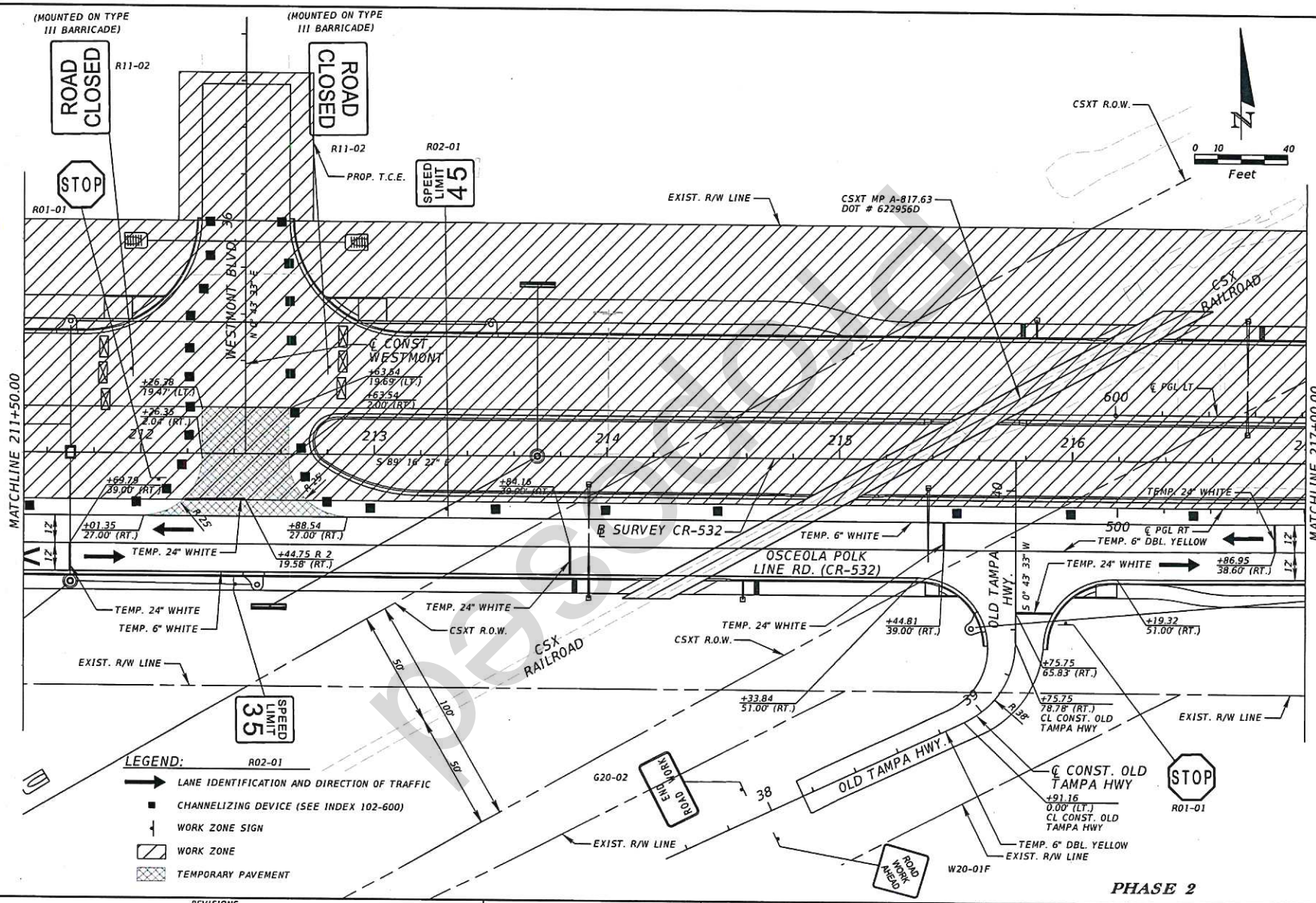
CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TEMPORARY TRAFFIC CONTROL PLANS (81)

SHEET NO. 402

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

samuel.baumley 10/4/2023 8:17:00 AM K:\ORL Roadway\149800003 CFX CR 532\2 CADD\149800003\roadway\TCP\Phase II\TCPLRD281 A.dgn



PHASE 2

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

HAO T. CHAU, P.E.
P.E. LICENSE NUMBER 61640
KIMLEY HORN AND ASSOCIATES INC.
189 SOUTH ORANGE AVENUE, SUITE 1000
ORLANDO, FLORIDA, 32801
REGISTRY NO. 696

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

ROAD NO.	PROJECT NO.
CR-532	538-235A

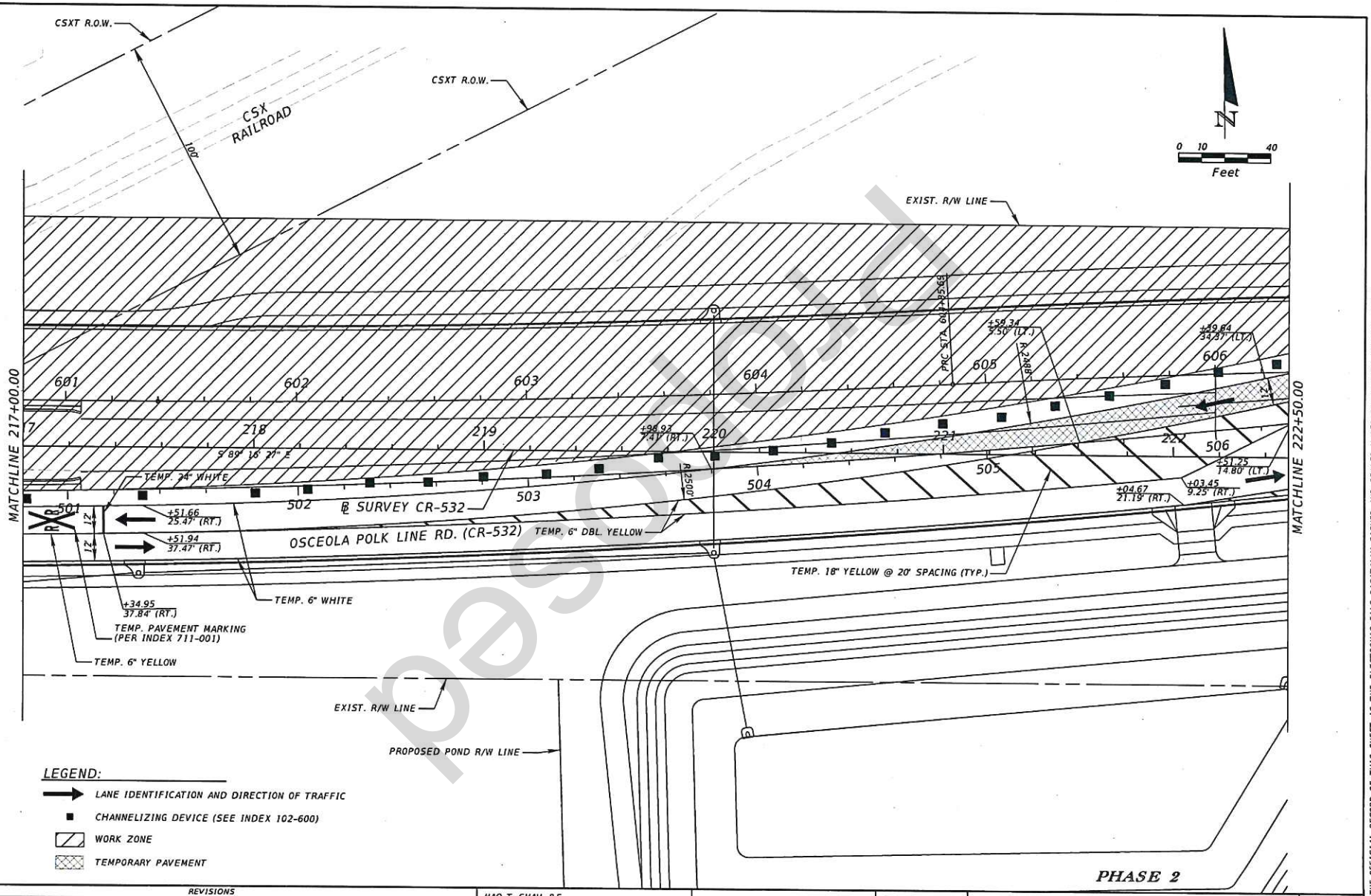
CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TEMPORARY TRAFFIC CONTROL PLANS (82)

SHEET NO. 403

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

samuel.baumley 10/4/2023 8:17:01 AM K:\ORL Roadway\149800003 CFX CR 532\2 CADD\149800003\roadway\TCP\Phase II\TCPLRD282 Adgn



Preliminary

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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KIMLEY HORN AND ASSOCIATES INC.
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ORLANDO, FLORIDA, 32801
REGISTRY NO. 696

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

ROAD NO.	PROJECT NO.
CR-532	538-235A

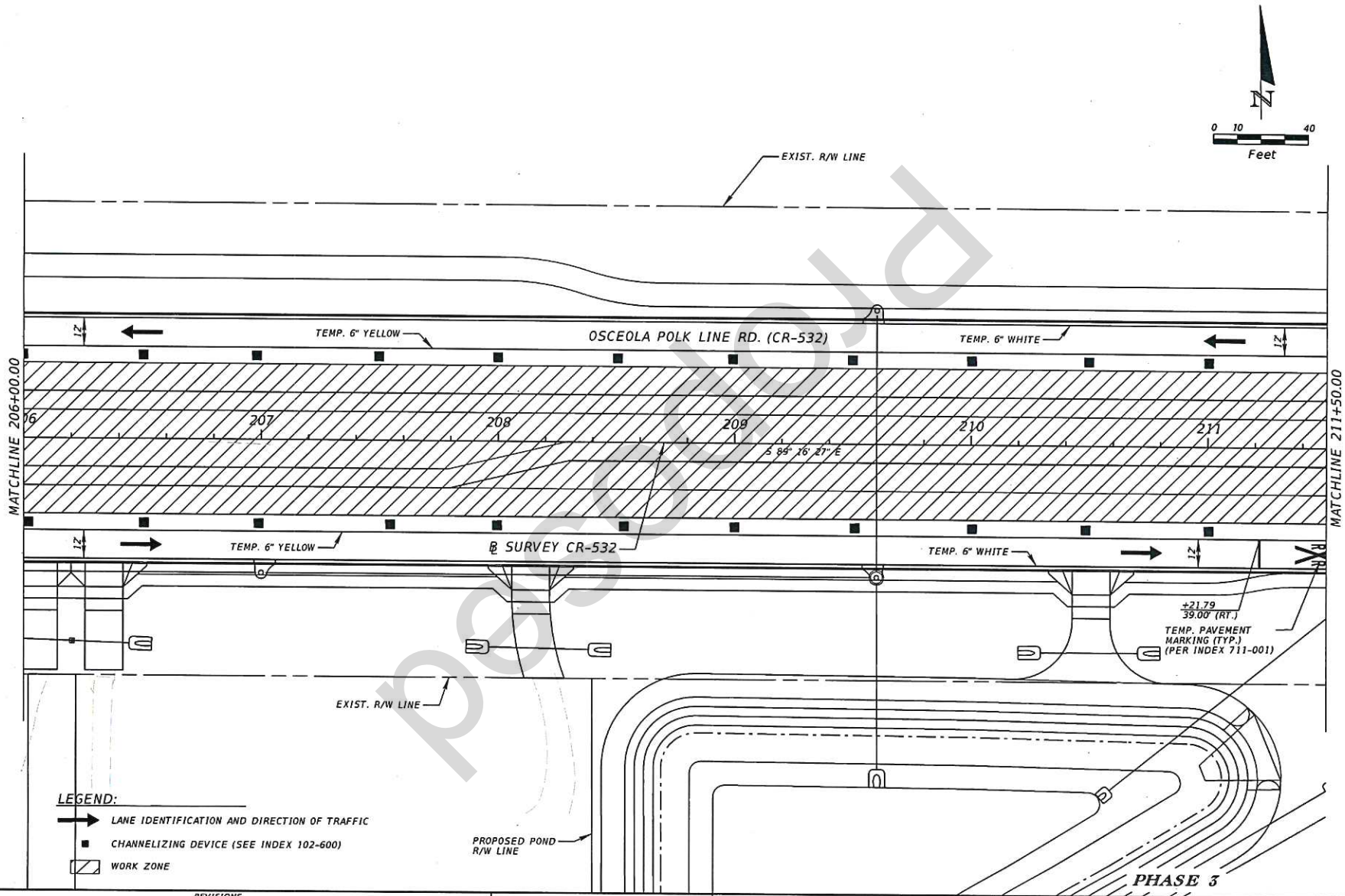
CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TEMPORARY TRAFFIC CONTROL PLANS (83)

SHEET NO. 404

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

samuel.baumley 10/4/2023 8:17:03 AM K:\ORL Roadway\149800003 CFX CR 532\2 CADD\149800003\roadway\TCP\Phase II\TCPLRD283 A.dgn



preliminary

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

HAO T. CHAU, P.E.
P.E. LICENSE NUMBER 61640
KIMLEY HORN AND ASSOCIATES INC.
189 SOUTH ORANGE AVENUE, SUITE 1000
ORLANDO, FLORIDA, 32801
REGISTRY NO. 696

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

ROAD NO.	PROJECT NO.
CR-532	538-235A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TEMPORARY TRAFFIC CONTROL PLANS (116)

SHEET NO. 437

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

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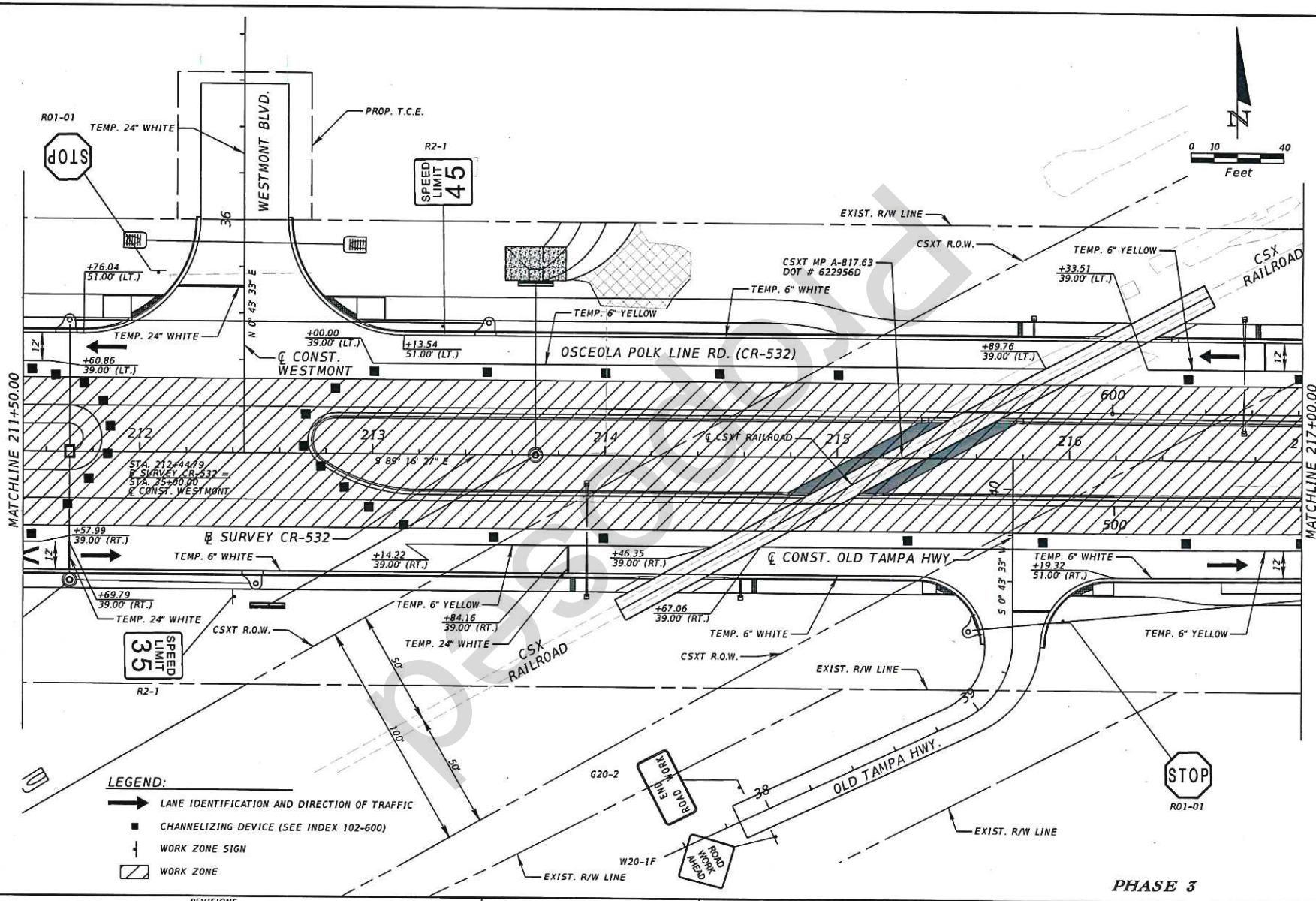

PHASE 3

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

HAO T. CHAU, P.E.
P.E. LICENSE NUMBER 61640
KIMLEY HORN AND ASSOCIATES INC.
189 SOUTH ORANGE AVENUE, SUITE 1000
ORLANDO, FLORIDA, 32801
REGISTRY NO. 696

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

ROAD NO.	PROJECT NO.
CR-532	538-235A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TEMPORARY TRAFFIC CONTROL PLANS (117)

SHEET NO. 438

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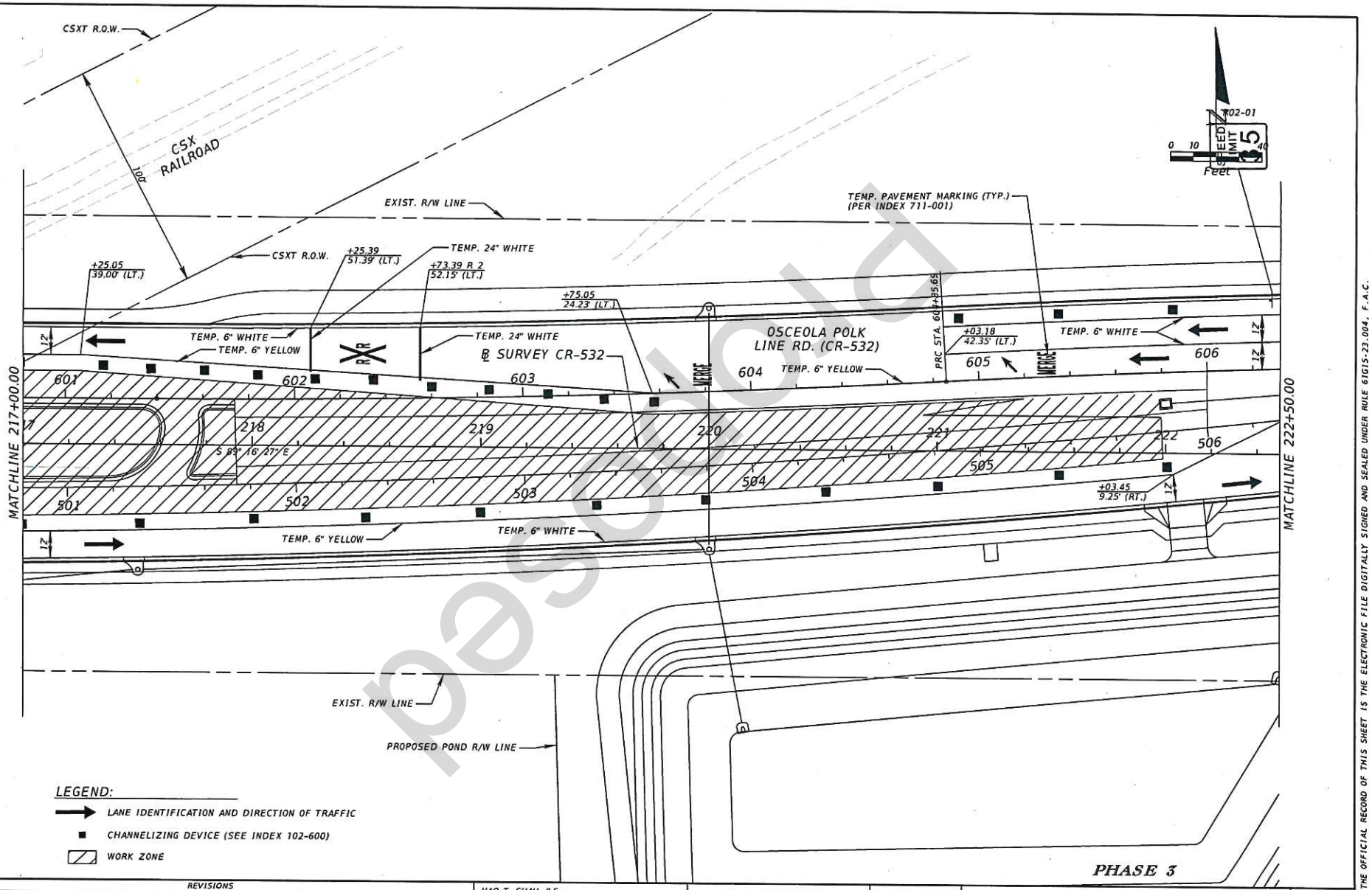

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

HAO T. CHAU, P.E.
P.E. LICENSE NUMBER 61640
KIMLEY HORN AND ASSOCIATES INC.
189 SOUTH ORANGE AVENUE, SUITE 1000
ORLANDO, FLORIDA, 32801
REGISTRY NO. 696

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

ROAD NO.	PROJECT NO.
CR-532	538-235A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

TEMPORARY TRAFFIC CONTROL PLANS (118)

SHEET NO. 439

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

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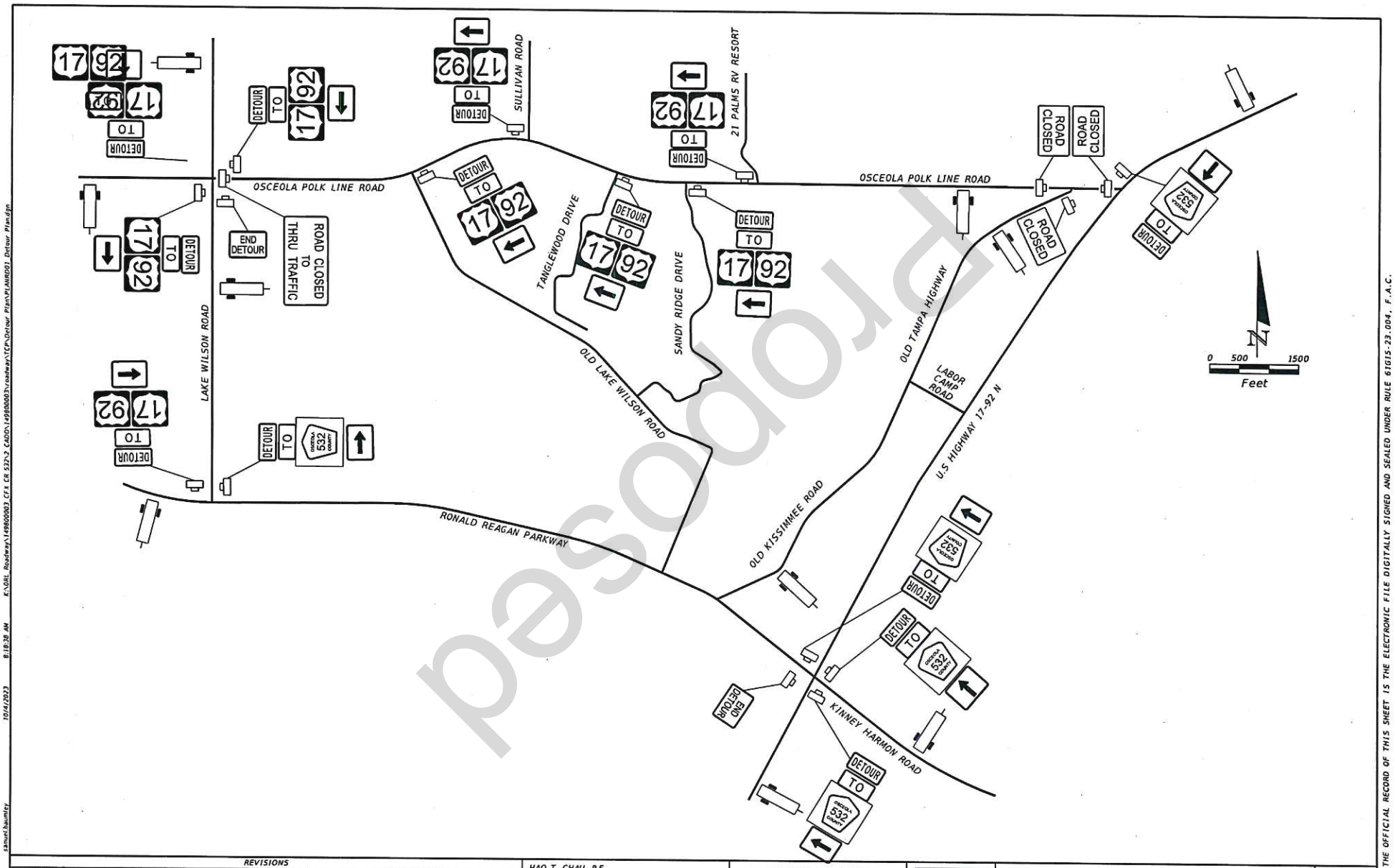

Proposed

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

HAO T. CHAU, P.E.
P.E. LICENSE NUMBER 61640
KIMLEY HORN AND ASSOCIATES INC.
189 SOUTH ORANGE AVENUE, SUITE 1000
ORLANDO, FLORIDA, 32801
REGISTRY NO. 696

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

ROAD NO.	PROJECT NO.
CR-532	538-235A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

DETOUR PLAN (1)

SHEET NO. 441

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

10/4/2023 8:18:38 AM samuel.baumley
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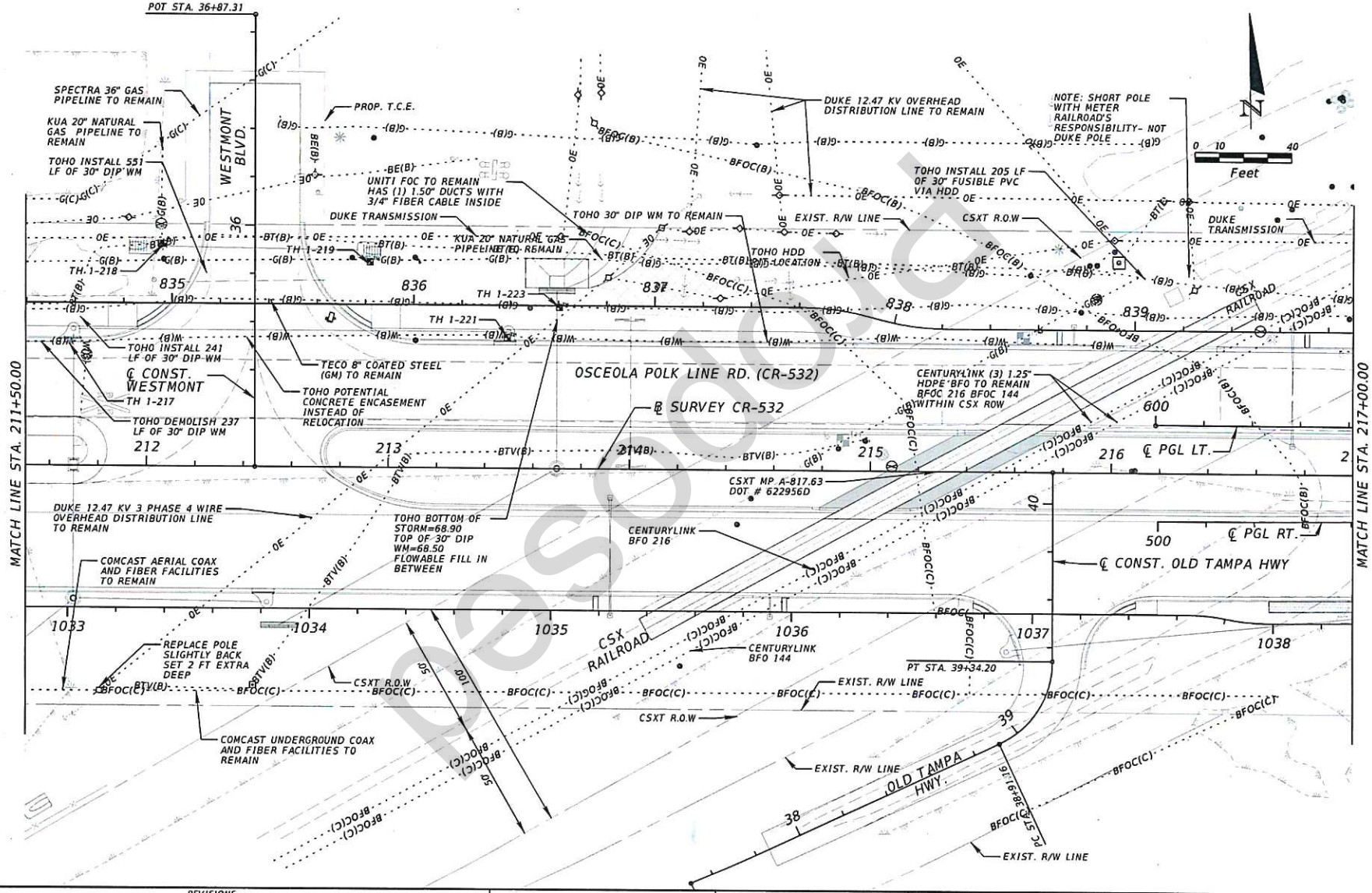

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THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

HAO T. CHAU, P.E.
P.E. LICENSE NUMBER 61640
KIMLEY HORN AND ASSOCIATES INC.
189 SOUTH ORANGE AVENUE, SUITE 1000
ORLANDO, FLORIDA, 32801
REGISTRY NO. 696

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

ROAD NO.	PROJECT NO.
CR-532	538-235A

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

UTILITY ADJUSTMENT SHEET (26)

SHEET NO. 468

samuel.baumley 10/17/2023 8:05:17 AM K:\ORL_Roadway\149800003_CFX CR 532\2_CADD\149800003\utils\Utility Adjustment Sheets\UTADJW26.dgn

EXHIBIT C

CSXT SPECIAL PROVISIONS

DEFINITIONS:

As used in these Special Provisions, all capitalized terms shall have the meanings ascribed to them by the Agreement, and the following terms shall have the meanings ascribed to them below:

"CSXT" shall mean CSX Transportation, Inc., its successors, and assigns.

"Agreement" shall mean the Agreement among CSXT, Agency, and CFX dated as of _____, as amended from time to time.

"CFX" shall mean Central Florida Expressway Authority.

"Contractor" shall have the meaning ascribed to such term by the Agreement.

"Work" shall mean the Project as described in the Agreement.

I. AUTHORITY OF CSXT ENGINEER

The authorized representative of CSXT ("CSXT Representative") shall have final authority in all matters affecting the safe maintenance of CSXT operations and CSXT property, and his or her approval shall be obtained by CFX or its Contractor for methods of construction to avoid interference with CSXT operations and CSXT property and all other matters contemplated by the Agreement and these Special Provisions.

II. INTERFERENCE WITH CSXT OPERATIONS

A. CFX or its Contractor shall arrange and conduct its work so that there will be no interference with CSXT operations, including train, signal, telephone and telegraphic services, or damage to CSXT's property, or to poles, wires, and other facilities of tenants on CSXT's Property or right-of-way. CFX or its Contractor shall store materials so as to prevent trespassers from causing damage to trains, or CSXT Property. Whenever Work is likely to affect the operations or safety of trains, the method of doing such Work shall first be submitted to the CSXT Representative for approval, but such approval shall not relieve CFX or its Contractor from liability in connection with such Work.

B. If conditions arising from or in connection with the Project require that immediate and unusual provisions be made to protect train operation or CSXT's property, CFX or its Contractor shall make such provision. If the CSXT Representative determines that such provision is insufficient, CSXT may, at the expense of CFX or its Contractor, require or provide such provision as may be deemed necessary, or cause the Work to cease immediately.

III. NOTICE OF STARTING WORK. CFX or its Contractor shall not commence any work on CSXT Property or rights-of-way until it has complied with the following conditions:

Proposed

A. Notify CSXT in writing of the date that it intends to commence Work on the Project. Such notice must be received by CSXT at least ten business days in advance of the date CFX or its Contractor proposes to begin Work on CSXT property. The notice must refer to this Agreement by date. If flagging service is required, such notice shall be submitted at least thirty (30) business days in advance of the date scheduled to commence the Work.

B. Obtain authorization from the CSXT Representative to begin Work on CSXT property, such authorization to include an outline of specific conditions with which it must comply.

C. Obtain from CSXT the names, addresses and telephone numbers of CSXT's personnel who must receive notice under provisions in the Agreement. Where more than one individual is designated, the area of responsibility of each shall be specified.

IV. WORK FOR THE BENEFIT OF THE CONTRACTOR

A. No temporary or permanent changes to wire lines or other facilities (other than third party fiber optic cable transmission systems) on CSXT property that are considered necessary to the Work are anticipated or shown on the Plans. If any such changes are, or become, necessary in the opinion of CSXT or CFX, such changes will be covered by appropriate revisions to the Plans and by preparation of a force account estimate. Such force account estimate may be initiated by either CSXT or CFX, but must be approved by both CSXT and CFX. CFX or Contractor shall be responsible for arranging for the relocation of the third party fiber optic cable transmission systems, at no cost or expense to CSXT.

B. Should CFX or its Contractor desire any changes in addition to the above, then it shall make separate arrangements with CSXT for such changes to be accomplished at the CFX or Contractor's expense.

V. HAUL ACROSS RAILROAD

A. If CFX or its Contractor desires access across CSXT property or tracks at other than an existing and open public road crossing in or incident to construction of the Project, the CFX or Contractor must first obtain the permission of CSXT and shall execute a license agreement or right of entry satisfactory to CSXT, wherein CFX or Contractor agrees to bear all costs and liabilities related to such access.

B. CFX and Contractor shall not cross CSXT's property and tracks with vehicles or equipment of any kind or character, except at such crossing or crossings as may be permitted pursuant to this section.

VI. COOPERATION AND DELAYS

A. The CFX or its Contractor shall arrange a schedule with CSXT for accomplishing stage construction involving work by CSXT. In arranging its schedule, the CFX or the Contractor shall ascertain, from CSXT, the lead time required for assembling crews and materials and shall make due allowance therefore.

B. CFX or its Contractor may not charge any costs or submit any claims against CSXT for hindrance or delay caused by railroad traffic; work done by CSXT or other delay incident

Proposed

to or necessary for safe maintenance of railroad traffic; or for any delays due to compliance with these Special Provisions.

C. CFX and its Contractor shall cooperate with others participating in the construction of the Project to the end that all work may be carried on to the best advantage.

D. CFX and its Contractor understand and agree that CSXT does not assume any responsibility for work performed by others in connection the Project. CFX and its Contractor further understand and agree that they shall have no claim whatsoever against CSXT for any inconvenience, delay or additional cost incurred by CFX or its Contractor on account of operations by others.

VII. STORAGE OF MATERIALS AND EQUIPMENT

CFX and its Contractor shall not store their materials or equipment on CSXT's property or where they may potentially interfere with CSXT's operations, unless CFX or Contractor has received CSXT Representative's prior written permission. CFX and its Contractor understand and agree that CSXT will not be liable for any damage to such materials and equipment from any cause and that CSXT may move, or require CFX or its Contractor to move, such material and equipment at CFX's or its Contractor's sole expense. To minimize the possibility of damage to the railroad tracks resulting from the unauthorized use of equipment, all grading or other construction equipment that is left parked near the tracks unattended by watchmen shall be immobilized to the extent feasible so that it cannot be moved by unauthorized persons.

VIII. CONSTRUCTION PROCEDURES

A. General

1. Construction work on CSXT property shall be subject to CSXT's inspection and approval.
2. Construction work on CSXT property shall be in accord with CSXT's written outline of specific conditions and with these Special Provisions.
3. Contractor shall observe the terms and rules of the CSXT Safe Way manual, which CFX and Contractor shall be required to obtain from CSXT, and in accord with any other instructions furnished by CSXT or CSXT's Representative.

B. Blasting

1. CFX or its Contractor shall obtain CSXT Representative's and CFX Representative's prior written approval for use of explosives on or adjacent to CSXT property. If permission for use of explosives is granted, CFX or its Contractor must comply with the following:

   a. Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of CFX or its Contractor.

   b. Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way train radios.

Proposed

c. No blasting shall be done without the presence of an authorized representative of CSXT. At least 10 days' advance notice to CSXT Representative is required to arrange for the presence of an authorized CSXT representative and any flagging that CSXT may require.

d. CFX or its Contractor must have at the Project site adequate equipment, labor and materials, and allow sufficient time, to (i) clean up (at CFX's expense) debris resulting from the blasting without any delay to trains; and (ii) correct (at CFX's expense) any track misalignment or other damage to CSXT's property resulting from the blasting, as directed by CSXT Representative, without delay to trains. If CFX's or its Contractor's actions result in delay of any trains, including Amtrak passenger trains, CFX shall bear the entire cost thereof.

e. CFX and its Contractor shall not store explosives on CSXT property.

2. CSXT Representative will:

a. Determine the approximate location of trains and advise CFX or its Contractor of the approximate amount of time available for the blasting operation and clean-up.

b. Have the authority to order discontinuance of blasting if, in his or her opinion, blasting is too hazardous or is not in accord with these Special Provisions.

IX. MAINTENANCE OF DITCHES ADJACENT TO CSXT TRACKS

CFX or its Contractor shall maintain all ditches and drainage structures free of silt or other obstructions that may result from their operations. CFX or its Contractor shall provide erosion control measures during construction and use methods that accord with applicable state standard specifications for road and Project construction, including either (1) silt fence; (2) hay or straw barrier; (3) berm or temporary ditches; (4) sediment basin; (5) aggregate checks; and (6) channel lining. All such maintenance and repair of damages due to CFX's or its Contractor's operations shall be performed at CFX's expense.

X. FLAGGING / INSPECTION SERVICE

A. CSXT has sole authority to determine the need for flagging required to protect its operations and property. In general, flagging protection will be required whenever the CFX or its Contractor or its equipment are, or are likely to be, working within fifty (50) feet of live track or other track clearances specified by CSXT, or over tracks.

B. CFX shall reimburse CSXT directly for all costs of flagging that is required on account of construction within CSXT property shown in the Plans, or that is covered by an approved plan revision, supplemental agreement or change order.

C. CFX or its Contractor shall give a minimum of 10 days' advance notice to CSXT Representative for anticipated need for flagging service. No work shall be undertaken

Proposed

until the flag person(s) is/are at the job site. If it is necessary for CSXT to advertise a flagging job for bid, it may take up to 90-days to obtain this service, and CSXT shall not be liable for the cost of delays attributable to obtaining such service.

D. CSXT shall have the right to assign an individual to the site of the Project to perform inspection service whenever, in the opinion of CSXT Representative, such inspection may be necessary. CFX shall reimburse CSXT for the costs incurred by CSXT for such inspection service. Inspection service shall not relieve CFX or its Contractor from liability for its Work.

E. CSXT shall render invoices for, and CFX shall pay for, the actual pay rate of the flag persons and inspectors used, plus standard additives, whether that amount is above or below the rate provided in the Estimate. If the rate of pay that is to be used for inspector or flagging service is changed before the work is started or during the progress of the work, whether by law or agreement between CSXT and its employees, or if the tax rates on labor are changed, bills will be rendered by CSXT and paid by CFX using the new rates. CFX and its Contractor shall perform their operations that require flagging protection or inspection service in such a manner and sequence that the cost of such will be as economical as possible.

XI. UTILITY FACILITIES ON CSXT PROPERTY

CFX shall arrange, upon approval from CSXT, to have any utility facilities on or over CSXT Property changed as may be necessary to provide clearances for the proposed trackage.

XII. CLEAN-UP

CFX or its Contractor, upon completion of the Project, shall remove from CSXT's Property any temporary grade crossings, any temporary erosion control measures used to control drainage, all machinery, equipment, surplus materials, falsework, rubbish, or temporary buildings belonging to CFX or its Contractor. CFX or its Contractor, upon completion of the Project, shall leave CSXT Property in neat condition, satisfactory to CSXT Representative.

XIII. FAILURE TO COMPLY

If CFX or its Contractor violate or fail to comply with any of the requirements of these Special Provisions, (a) CSXT may require CFX and/or its Contractor to vacate CSXT Property; and (b) CSXT may withhold monies due CFX and/or Contractor; (c) CSXT may require CFX to withhold monies due Contractor; and (d) CSXT may cure such failure and the CFX shall reimburse CSXT for the cost of curing such failure.

Proposed

EXHIBIT D

INITIAL ESTIMATE
ATTACHED

Proposed

ACCT. CODE : 709 - FL2796 — Form Revision 03/13/24

ESTIMATE SUBJECT TO REVISION AFTER: 9/15/2026 **DOT NO.:** 622956D
CITY: Kissimmee **COUNTY:** Osceola **STATE:** FL
DESCRIPTION: CR-532 (Osceola Polk Line Road) - CE&I for road widening to include installation of new Hi-rail rubber crossing surface and installation of (2) roadway gates, (2) median gates, (2) pedestrain gates, meter service, train detection (XP4) and (2) 8x8 houses to accommodate new roadway configuration. Signal phasing required.

ZONE: Florida **SUB-DIV:** Carters **MILE POST:** A-817.63
AGENCY PROJECT NUMBER: 538-235A (Central Florida Expressway)

	PRELIMINARY ENGINEERING:						
212	Contracted & Administrative Engineering Services					$	60,000
	Subtotal					$	**60,000**
	CONSTRUCTION ENGINEERING/INSPECTION:						
212	Contracted & Administrative Engineering Services					$	80,000
	Subtotal					$	**80,000**
	FLAGGING SERVICE: (Contract Labor)						
70	Labor (Conductor-Flagman)		0	Days @	$ 350.00	$	-
50	Labor (Foreman/Inspector)		90	Days @	$ 700.00	$	63,000
70	Additive	132.80% (Transportation Department)				$	-
50	Additive	167.90% (Engineering Department)				$	105,777
	Subtotal					$	**168,777**
	SIGNAL & COMMUNICATIONS WORK:					$	**637,000**
	TRACK WORK:					$	**357,375**
	PROJECT SUBTOTAL:					$	**1,303,152**
900	**CONTINGENCIES:**	10.00%				$	130,315
	PROJECT TOTAL:	**********				$	1,433,467
	CURRENT AUTHORIZED BUDGET:	**********				$	60,000
	TOTAL SUPPLEMENT REQUESTED:	**********				$	**1,373,467**

DIVISION OF COST:

Agency	100.00%	$ 1,373,467
Railroad	0.00%	$ -

NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces.

This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors shown as of the date prepared. The actual cost for CSXT work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work.

Office of Chief Engineer Public Projects--Jacksonville, Florida

Estimated prepared by: STV Approved by: KSW CSXT Public Project Group

DATE: 09/15/25 REVISED: 01/00/00 DATE: 09/22/25

EXHIBIT E

PAYMENT SCHEDULE

Upon execution of this Agreement, CFX will deposit with CSXT a sum equal to the Reimbursable Expenses, as shown by the Initial Estimate. If CSXT anticipates that it may incur Reimbursable Expenses in excess of the deposited amount, CSXT will request an additional deposit equal to the then remaining Reimbursable Expenses which CSXT then estimates that it will incur. CSXT shall request such additional deposit by delivery of invoices to CFX. CFX shall make such additional deposit within 30 days following delivery of an invoice to CFX.

Proposed

EXHIBIT F

INSURANCE REQUIREMENTS

I. Insurance Policies:

CFX and Contractor, if and to the extent that either is performing work on or about CSXT's property, shall procure and maintain the following insurance policies:

1. Commercial General Liability coverage at their sole cost and expense with limits of not less than $5,000,000 in combined single limits for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as a named insured.

2. Statutory Worker's Compensation and Employers Liability Insurance with limits of not less than $1,000,000, which insurance must contain a waiver of subrogation against CSXT and its affiliates.

3. Business automobile liability insurance with limits of not less than $1,000,000 combined single limit for bodily injury and/or property damage per occurrence, and such policies shall name CSXT as an additional named insured.

4. Railroad protective liability insurance with limits of not less than $5,000,000 combined single limit for bodily injury and/or property damage per occurrence and an aggregate annual limit of $10,000,000, which insurance shall satisfy the following additional requirements:

   a. The Railroad Protective Insurance Policy must be on the ISO/RIMA Form of Railroad Protective Insurance - Insurance Services Office (ISO) Form CG 00 35.

   b. CSX Transportation must be named as the named insured on the Railroad Protective Insurance Policy.

   c. Name and Address of Contractor and CFX must be shown on the Declarations page.

   d. Description of operations must appear on the Declarations page and must match the Project description, including project or contract identification numbers.

   e. Authorized endorsements must include the Pollution Exclusion Amendment - CG 28 31, unless using form CG 00 35 version 96 and later.

   f. Authorized endorsements may include:

      (i). Broad Form Nuclear Exclusion - IL 00 21
      (ii) 30-day Advance Notice of Non-renewal or cancellation
      (iii) Required State Cancellation Endorsement
      (iv) Quick Reference or Index - CL/IL 240

   g. Authorized endorsements may not include:

      (i) A Pollution Exclusion Endorsement except CG 28 31

Proposed

(ii) A Punitive or Exemplary Damages Exclusion
(iii) A "Common Policy Conditions" Endorsement
(iv) Any endorsement that is not named in Section 4 (f) or (g) above.
(v) Policies that contain any type of deductible

5. All insurance companies must be A. M. Best rated A- and Class VII or better.

6. The CSX OP number or CSX contract number, as applicable, must appear on each Declaration page and /or certificates of insurance.

7. Such additional or different insurance as CSXT may require.

II. Additional Terms

1. Contractor must submit the original Railroad Protective Liability policy, Certificates of Insurance and all notices and correspondence regarding the insurance policies to:

Insurance Department
CSX Transportation, Inc.
500 Water Street, C-907
Jacksonville, FL 32202

OR

insurancedocuments@csx.com

2. Neither CFX nor Contractor may begin work on the Project until it has received CSXT's written approval of the required insurance policies.

Proposed

SCHEDULE I

CONTRACTOR'S ACCEPTANCE

To and for the benefit of CSX Transportation, Inc. ("CSXT") and to induce CSXT to permit Contractor on or about CSXT's property for the purposes of performing work in accordance with the Agreement dated _____ by and between the **Central Florida Expressway Authority** and CSXT, Contractor hereby agrees to abide by and perform all applicable terms of the Agreement, including, but not limited to Exhibits C and F to the Agreement, and Sections 3, 8 and 10 of the Agreement.

Contractor: _____

By: _____
Name: _____
Title: _____
Date: _____

Proposed

CONSENT AGENDA ITEM #16

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*
Director of Supplier Management

DATE: January 23, 2026

SUBJECT: Approval of Supplemental Agreement No. 2 with Traffic Engineering and Management, LLC d/b/a Control Specialists for Traffic Signal Maintenance Services
Contract No. SCON-10000145

Board approval of Supplemental Agreement No. 2 with Traffic Engineering and Management, LLC d/b/a Control Specialists in the amount of $235,000.00 is requested. The original contract was for three years with two one-year renewals.

The work to be performed includes removal of two signal mast arm structures and the installation of temporary signals.

Original Contract	$ 750,000.00
Amendment No. 1	$ 0.00
Supplemental Agreement No. 1	$ 180,000.00
First Renewal	$ 300,000.00
Amendment No. 2	$ 0.00
Supplemental Agreement No. 2	$ 235,000.00
Total	$ 1,465,000.00

This contract is included in the OM&A Budget.

Reviewed by:

Don Budnovich, PE
Director of Capital Project Maintenance

Glenn Pressimone, PE
Chief of Infrastructure

SUPPLEMENTAL AGREEMENT NO. 2

between

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

and

TRAFFIC ENGINEERING AND MANAGEMENT, LLC d/b/a CONTROL SPECIALISTS

regarding

CONTRACT NO. SCON-10000145

relating to the provision of

TRAFFIC SIGNAL MAINTENANCE SERVICES

THIS SECOND SUPPLEMENTAL AGREEMENT ("Second Supplement") is made is made and entered into by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), a body politic and corporate and agency of the State of Florida, with its principal place of business located at 4974 ORL Tower Road, Orlando, Florida 32807 and TRAFFIC ENGINEERING AND MANAGEMENT, LLC d/b/a CONTROL SPECIALISTS a Florida corporation, hereinafter called the "CONTRACTOR".

WHEREAS, CFX and CONTRACTOR entered into that certain Agreement for traffic signal maintenance services between CFX and the CONTRACTOR, dated May 12, 2022 as amended or supplemented by that certain Amendment Agreement Nos. 1 & 2 between CFX and

CONTRACTOR dated September 13, 2022 and September 12, 2025, Supplemental Agreement Nos. 1 dated August 10, 2023 and Renewal No. 1 dated July 10, 2025 (collectively, "Agreement"); and

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

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

1. CFX hereby authorizes the CONTRACTOR to proceed with additional services as outlined in the CONTRACTOR's December 22, 2025 quotes to CFX, which is attached hereto as Exhibit "A" and incorporated herein by reference ("Additional Services"). Exhibit "A" of the Agreement and the Scope of Services, as defined in the Agreement, shall be amended to include the Additional Services.
2. Exhibit "B" of the Agreement is hereby amended as follows:
    a. Removal and the installation of two (2) temporary traffic signals at SR 408 EB Off Ramp to Alafaya Trail - $100,324.40.
    b. Replacement of the traffic signal structure at SR 408 EB Off Ramp to Alafaya Trail - $250,020.67.
    c. Removal and the installation of two (2) temporary traffic signals at SR 408 WB On Ramp from Alafaya Trail - $131,464.00.

3. The Total Contract Amount shall be increased by $235,000.00 to a total of $1,465,000.00.

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 Second Supplement: Central Florida Expressway Authority, signing by and through its Director of Procurement authorized to execute same by Board action on February 12, 2026 and TRAFFIC ENGINEERING AND MANAGEMENT, LLC d/b/a CONTROL SPECIALISTS, signing through its undersigned signatory, duly authorized to execute same.

TRAFFIC ENGINEERING AND MANAGEMENT LLC d/b/a CONTROL SPECIALISTS	CENTRAL FLORIDA EXPRESSWAY AUTHORITY
By: _____	By: _____
Print Name:_____	Print Name: Zulay Millan
Title:_____	Title: Director of Procurement

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

By:_____
Cristina T. Berrios
General Counsel

SECOND AMENDMENT
to
CONTRACT NO.: 001916
between
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
and
TRAFFIC ENGINEERING AND MANAGEMENT, LLC d/b/a CONTROL SPECIALISTS

relating to the provision of

TRAFFIC SIGNAL MAINTENANCE SERVICES

THIS SECOND AMENDMENT ("Amendment") is made and entered into between CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and TRAFFIC ENGINEERING AND MANAGEMENT, LLC d/b/a CONTROL SPECIALISTS, ("CONTRACTOR") for good and valuable consideration, the sufficiency of which is hereby mutually acknowledged. CFX and CONTRACTOR are referred to herein sometimes as a "Party" or the "Parties."

A. **Amendments.** The agreement between the Parties identified as **Contract No. 001916** inclusive of any existing prior amendments, supplemental agreements, renewals, and/or extensions thereto (collectively, the **"Amendment")** is hereby amended as follows:

(1) Exhibit "B" – Method of Compensation of the Agreement is amended by **adding** the following language "CONTRACTOR will be allowed a markup of 10% on the first $50,000.00 and a markup of 5% on any amount over $50,000.00 on any subcontract directly related to the work. This mark-up also applies to any Off Duty Law Enforcement services necessary to complete the work.

(2) This amendment language is added with no additional increase to the Contract amount.

B. **Effect on Agreement.** All provisions of said Amendment not specifically modified here shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Amendment and the Agreement, the provisions of this Amendment shall take precedence.

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

D. **Binding Effect**. To the extent not amended by this Amendment, the Parties reaffirm all terms and conditions of the Agreement, which are hereby merged with this Amendment and shall continue to remain in full force and effect. In the event of a conflict between the provisions of this Amendment and the Agreement, or any existing supplements or amendments thereto, the terms and conditions of this Amendment shall prevail. This Amendment 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 ate below, the Parties have made and executed this Amendment: CFX, signing by and through its Director of Procurement, authorized to execute the same, and CONTRACTOR signing through its undersigned signatory, duly authorized to execute same.

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: Aneth Williams

Print Name: Aneth Williams

Title: Director of Procurement

Date: 9/12/2025

TRAFFIC ENGINEERING AND MANAGEMENT, LLC d/b/a CONTROL SPECIALISTS

By:

Print Name: W. Bruce O'Donoghue

Title: CEO

Date: August 18, 2025

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT NO. 001916, RENEWAL NO. 1

THIS RENEWAL AGREEMENT (**"Renewal"**) is made and entered into between **Central Florida Expressway Authority** (**"CFX"**) and **Traffic Engineering and Management, LLC d/b/a Control Specialists** (**"Contractor"**), for good and valuable consideration, the sufficiency of which is hereby mutually acknowledged. CFX and Contractor may referenced individually as a **"Party"** or collectively as the **"Parties"**

A. **Renewal of Agreement.** The Parties hereto agree as follows:

(1) The agreement between the Parties identified as **Contract No. 001916**, inclusive of any existing prior amendments, supplemental agreements, renewals, and/or extensions thereto (collectively, the **"Agreement"**) is hereby renewed by extension of the Agreement's term, with such **"Renewal Term"** beginning on **08/01/2025** and expiring on **07/31/2026**. There is **1** renewal option left on this Agreement.

(2) This Renewal shall extend the applicability of the Agreement's "Not to Exceed" Contract Amount of **$930,000.00** to include the Renewal Term; however, additional funding for the Renewal Term, if any, shall be limited to the amount provided in **Paragraph B: Additional Compensation** below.

B. **Additional Compensation.** The Parties hereto agree to amend the Agreement's "Not to Exceed" Contract Amount as follows:
(select one)

☐ No amendment (**$0.00** increase).

☒ An increase of **$300,000.00**, thereby amending the "Not to Exceed" Contract Amount for the Agreement, inclusive of the Renewal Term, to: **$1,230,000.00**.

C. **Human Trafficking.** In accordance with Section 787.06(13), Florida Statutes, when a contract is executed, renewed, or extended between a private entity and CFX, such private entity must provide an affidavit signed by an officer or a representative to CFX under penalty of perjury attesting the private entity does not use coercion for labor or services, as defined in Section 787.06(2)(a), Florida Statutes. Such affidavit is hereto attached as **CFX-220: Human Trafficking Affidavit**.

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

E. **Binding Effect.** To the extent not amended by this Renewal, the Parties hereby reaffirm all terms and conditions in the Agreement, which are hereby incorporated into this Renewal and shall remain in full force and effect. To the extent there is a conflict between the terms of this Renewal and the Agreement, the terms and conditions of this Renewal shall prevail. This Renewal and the Agreement shall together represent the full agreement between the Parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, effective as of the latter execution date below, the Parties have made and executed this Renewal: CFX, signing by and through its Director of Procurement, authorized to execute the same, and Contractor signing through its undersigned signatory, duly authorized to execute same.

TRAFFIC ENGINEERING AND MANAGEMENT, LLC D/B/A CONTROL SPECIALISTS

By: _____

Print Name: W. Bruce O'Donoghue

Title: CEO

Date: June 17, 2025

ATTEST: _____ (SEAL)

Secretary or Notary 6/17/25

ADELE L. WALKER
NOTARY PUBLIC
MY COMMISSION EXPIRES 9-24-2027
STATE OF FLORIDA
COMMISSION NUMBER HH 424791

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams

Print Name: Aneth Williams

Title: Director of Procurement

Date: 7/10/2025

Reviewed and approved as to form for the exclusive reliance of CFX on: 05/22/2025

By: _____

Cristina T. Berrios
CFX Deputy General Counsel

Contract No. 001916

SUPPLEMENTAL AGREEMENT NO.1

TO

AGREEMENT FOR TRAFFIC SIGNAL MAINTENANCE SERVICES

THIS SUPPLEMENTAL AGREEMENT NO. 1 TO AGREEMENT FOR TRAFFIC SIGNAL MAINTENANCE SERVICES ("Supplemental Agreement") is made and entered into this 10th day of August 2023, by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called "CFX", and TRAFFIC ENGINEERING AND MANAGEMENT, LLC b/b/ CONTROL SPECIALISTS a Florida corporation, hereinafter called the "CONTRACTOR".

WHEREAS, CFX and CONTRACTOR entered into that certain Agreement for traffic signal maintenance services between CFX and the CONTRACTOR, dated May 12, 2022 as amended or supplemented by that certain Amendment Agreement No. 1 between CFX and CONTRACTOR dated September 13, 2022 (collectively, "Agreement"); and

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

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

1. CFX hereby authorizes the CONTRACTOR to proceed with additional services as outlined in the CONTRACTOR's July 17, 2023 quotes to CFX, which is attached hereto as Exhibit "A" and incorporated herein by reference ("Additional Services"). Exhibit "A" of the Agreement and the Scope of Services, as defined in the Agreement, shall be amended to include the Additional Services.
2. Exhibit "B" of the Agreement is hereby amended as follows:
    a. Additional services of replacement of outdated traffic signal control equipment at the following locations: SR 417 @ University Blvd. NB, SR 417 @ University Blvd, SB, SR 408 WB at Good Home Road – cabinet relocation and SR 417 SB @ International Drive at a cost of $173,489.05.
    b. Contingency Allowance is added in the amount of $6,510.95.
    c. The Total Contract Amount shall be increased by $180,000.00 to a total of $930,000.00.
3. All provisions of said Agreement, or any amendments or supplements thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and the Agreement, or any existing supplements or amendments thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

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

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY

By: _____
Aneth Williams, Director of Procurement

TRAFFIC ENGINEERING AND MANAGEMENT, LLC
d/b/a CONTROL SPECIALISTS

By: _____

Print Name: W. Bruce O'Donoghue

Title: CEO

Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this 11 day of October, 2023 for its exclusive use and reliance.

By: _____
Jo O. Thacker, Interim General Counsel

FIRST AMENDMENT
TO
CONTRACT NO. 001916

This First Amendment is made and entered this 13th day of September 2022, by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called "CFX", and TRAFFIC ENGINEERING AND MANAGEMENT, LLC d/b/a CONTROL SPECIALISTS., a Florida Limited Liability Company, registered and authorized to conduct business in the State of Florida, whose address is 707 Nicolet Avenue, Suite 100A, Winter Park, Florida 32789, hereinafter referred to as "CONTRACTOR."

WITNESSETH:

WHEREAS, on May 12, 2022, CFX and CONTRACTOR entered into an agreement, designated as CFX Contract No. 001916, hereinafter "the Agreement";

WHEREAS, CFX and CONTRACTOR seek to **amend** Exhibit "B" - Method of Compensation of the Agreement by **adding** an additional traffic signal maintenance cost schedule for materials to be used when invoicing for authorized services described in the Scope of Services.

WHEREAS, it is in the mutual best interests of CFX and CONTRACTOR to amend Exhibit "B" – Method of Compensation , of this Agreement with no additional increase to contract amount.

NOW, THEREFORE, the parties agree to amend the Agreement by adding an additional traffic signal maintenance cost schedule for materials to be used when invoicing for authorized services described in the Scope of Services, as follows:

1. EXHIBIT "B" – METHOD OF COMPENSATION

MATERIALS

LED BULBS	
A. 12" Green LED (T03LEDG)	$60.00
B. 12" Yellow LED (T03LEDY)	$59.00
C. 12" Red LED (T03LEDR)	$56.00
D. 12" Green LED Arrow (T03LEDGA)	$60.00
E. 12" Yellow LED Arrow (T03LEDYA)	$59.00
F. 12" Red LED Arrow (T03LEDRA)	$56.00

12" LED Countdown Standard 1 Way	(T03PEDSIGC16)	$260.00

Conflict Monitor Repair	$221.00
ADA Ped Pushbutton (T01PEDBUTTC16)FDOT 139020201109	$74.00

Cabinet Door Filter 14X20X1 (T02FILTER)	$4.58
Cabinet Door Filter 14X20X1 (T02FILTER12)	$6.12

Load Switch T02LOAD1 (FDOT 1620221401)	$35.42
Flashers T02FLASHER (FDOT 1631221401)	$35.42

Fan 110-120 VAC 5" w/Roller Bearing T01FAN	$24.00

Other Materials As Needed Cost plus $15%

2. CONTRACTOR will continue to perform all of its duties, responsibilities, and obligations under the Agreement.

3. Except as expressly amended hereby, all the remaining provisions of the Agreement shall remain in full force and effect.

**This space is left intentionally blank **

IN WITNESS WHEREOF, the parties evidence their agreement through the execution of this First Amendment by their duly authorized signatures.

TRAFFIC ENGINEERING AND MANAGEMENT, LLC
d/b/a CONTROL SPECIALISTS

By: _____

Print Name: W. Bruce O'Donoghue

Title: CEO

Date: September 13th, 2022

ATTEST: _____ (Seal)

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Date: 2022.09.14 13:17:34 -04'00'
Director of Procurement

Print Name: Aneth Williams

Date: _____

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

By: Laura Newlin Kelly Digitally signed by Laura Newlin Kelly Date: 2022.09.14 12:23:49 -04'00'
Diego "Woody" Rodriguez
General Counsel

THIS CONTRACT IS NOW SCON-10000145

CONTRACT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

AND

TRAFFIC ENGINEERING AND MANAGEMENT, LLC d/b/a CONTROL SPECIALISTS

CONTRACT NO. 001916
CONTRACT DATE: MAY 12, 2022

CONTRACT AMOUNT: $750,000.00

Contract No. 001916

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
AGREEMENT
CONTRACT NO. 001916

This Agreement is made this 12th day of May 2022, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called "CFX" or "Owner," and TRAFFIC ENGINEERING AND MANAGEMENT, LLC, d/b/a CONTROL SPECIALISTS, a Florida Limited Liability Company, registered and authorized to conduct business in the State of Florida, whose address is 707 Nicolet Avenue, Suite 100A, Winter Park, Florida 32789, hereinafter the "CONTRACTOR."

WITNESSETH:

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

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

WHEREAS, CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of a contractor to provide traffic signal maintenance services; and

WHEREAS, CFX has determined to its satisfaction that, although there are other companies who can provide the required services, the CONTRACTOR has been selected as the best company to provide traffic signal maintenance services at the level of quality required to meet CFX standards and time commitments; and,

WHEREAS, having verified the CONTRACTOR's unique qualifications, CFX has determined that it is in its best interest to "single source" the services to CONTRACTOR.

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

1. SERVICES TO BE PROVIDED

The CONTRACTOR shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed, and services provided to the satisfaction of the duly authorized representatives of CFX, who shall have at all times full opportunity to evaluate the services provided under this Contract.

Contract No. 001916

The services to be provided under this Contract include performing traffic signal maintenance services and related tasks as detailed in the Contract Documents and any amendments, supplements, or modifications thereto.

CFX does not guarantee that all of the services described in the Scope of Services will be assigned during the term of the Contract. Further, the CONTRACTOR is providing these services on a non-exclusive basis. CFX, at its option, may elect to have any of the services set forth herein performed by other CONTRACTORs or CFX staff.

The Contract Documents, in order of precedence, consist of:

1.1 The Contract, including insurance policies,
1.2 The Scope of Services,
1.3 The Method of "Compensation, and,
1.4 The Fee Proposal submitted by CONTRACTOR,

(collectively, the "Contract")

2. TERM AND NOTICE

The term of the Contract shall be for an initial term of three (3) years from the date indicated in the Notice to Proceed from CFX. It is mutually agreed between both parties that this Agreement may be renewed at the expiration of the initial term for two one-year renewal periods from the anniversary date of the expiration of the original term, upon the same terms and conditions specified herein.

It is mutually agreed between both parties that this Agreement may be renewed at the expiration of the initial term for two one-year renewal periods from the anniversary date of the expiration of the original term, upon the same terms and conditions specified herein. The rates described in the Cost Schedule attached as Exhibit "B," or any subset thereof, are subject to increase, not to exceed five percent (5%) in a given year, provided that Owner deems such rate increase reasonable in light of increased costs to CONTRACTOR and assents in writing.

CFX shall have the right to immediately terminate or suspend the Contract, in whole or in part, at any time upon notice for convenience or for cause for CONTRACTOR's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by CFX (with or without cause) constitute a default by CFX. In the event of a termination for convenience or without cause, CFX shall notify CONTRACTOR (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth in said written notification. CONTRACTOR will be paid for all work properly performed prior to termination. CONTRACTOR will not be paid for special, indirect, consequential, or undocumented termination costs and expenses. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for convenience or for cause.

If CONTRACTOR: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient, satisfactory, or suitable personnel or with sufficient, satisfactory, or suitable materials to assure the prompt performance of the work items covered or services required by the Contract; (iv) fails to comply with the Contract, or (v) performs unsuitably or unsatisfactorily in

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acceptable manner, CFX will give notice in writing to the CONTRACTOR of such delay, neglect or default. If the Contract is declared in default, CFX may take over the work covered by the Contract.

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

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

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

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

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

3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES

3.1 The Contract Amount for the Contract Term is $750,000.00

3.2 CFX agrees to pay CONTRACTOR for services performed in accordance with the Method of Compensation.

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4. AUDIT AND EXAMINATION OF RECORDS

4.1 Definition of Records:

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

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

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

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

Final Audit for Project Closeout: The CONTRACTOR shall permit CFX, at CFX'S option, to perform or have performed, an audit of the records of the CONTRACTOR and any or all subcontractors to support the compensation paid the CONTRACTOR. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONTRACTOR under the Contract are subsequently determined to have been inadvertently paid by CFX because of accounting errors or charges not in conformity with the Contract, the CONTRACTOR

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agrees that such amounts are due to CFX upon demand. Final payment to the CONTRACTOR shall be adjusted for audit results.

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

5. PUBLIC RECORDS

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

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

1. Keep and maintain public records required by the public agency to perform the service.

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

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

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

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

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

6. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

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

CONTRACTOR acknowledges that CFX officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with CFX in accordance with CFX's Code of Ethics. CONTRACTOR acknowledges that it has read the CFX's Code of Ethics and, to the extent applicable, CONTRACTOR will comply with the aforesaid CFX's Code of Ethics in connection with performance of the Contract.
As required by Section 348.753, Florida Statutes, and CFX's Code of Ethics, CONTRACTOR agrees to complete CFX's Potential Conflict Disclosure Form prior to the execution of the Contract, upon the occurrence of an event that requires disclosure, and annually, not later than July 1st. The Potential Conflict Disclosure Form is attached as **Exhibit "B."**

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

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

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

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7. CONTRACTOR INSURANCE

CONTRACTOR shall carry and keep in force during the period of this Contract, without cost or expense to CFX, the required amount of coverage as stated below. CFX shall be names as additional insured under any and all public liability policies. All insurance must be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a rating of "A-" (excellent) and a financial rating of Class XII, as defined by A.M. Best and Company's Key Rating Guide and must be approved by CFX. CONTRACTOR shall carry and keep in force the following insurance coverage, and provide CFX with correct certificates of insurance (ACORD forms) upon Contract execution:

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

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

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

7.4 **Business Automobile Liability.** (for bodily injury, death and property damage) having a minimum coverage of One Million Dollars (41,000,000.00) for each accident;

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

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

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

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

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

8. CONTRACTOR RESPONSIBILITY

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

(i) those relating to the safety of persons and property and their protection from damage, injury or loss; and

(ii) all workplace laws, regulations, and posting requirements; and

(iii) all professional laws, rules, regulations, and requirements; and

(iv) implementation of a drug-free workplace policy at least of a standard comparable to, and in compliance with, CFX'S Drug-Free Workplace Policy; and

(iv) compliance with the public records laws of Chapter 119, Florida Statutes.

9. INDEMNITY

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

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

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or employees, including without limitation any misappropriation or violation of third party copyright, trademark, patent, trade secret, publicity, or other intellectual property rights or other third party rights of any kind, by or arising out of any one or more of the following:

9.1 violation of same by CONTRACTOR, its subcontractors, officers, agents or employees,

9.2 CFX's use or possession of the CONTRACTOR Property or CONTRACTOR Intellectual Property (as defined herein below),

9.3 CFX's full exercise of its rights under any license conveyed to it by CONTRACTOR,

9.4 CONTRACTOR's violation of the confidentiality and security requirements associated with CFX Property and CFX Intellectual Property (as defined herein below),

9.5 CONTRACTOR's failure to include terms in its subcontracts as required by this Contract,

9.6 CONTRACTOR's failure to ensure compliance with the requirements of the Contract by its employees, agents, officers, or subcontractors, or

9.7 CONTRACTOR's breach of any of the warranties or representations contained in this Contract.

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

10. PRESS RELEASES

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

11. PERMITS, LICENSES, ETC.

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

12. NONDISCRIMINATION

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

13. NOTIFICATION OF CONVICTION OF CRIMES

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

14. COMPLIANCE WITH LAWS; EQUAL OPPORTUNITY EMPLOYMENT

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

15. SUBLETTING AND ASSIGNMENT

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

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

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subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by CFX Board at its next regularly scheduled meeting.

16. DISPUTES

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

17. OTHER SEVERABILITY

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

18. INTEGRATION

It is understood and agreed that the entire agreement of the parties is contained in this Contract herein and that this Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. No waiver, amendment, or modification of these terms hereof will be valid unless in writing, signed by all parties and only to the extent therein set forth.

19. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT

CONTRACTOR hereby acknowledges that pursuant to Section 287.133(2)(a), Florida Statutes, "a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a CONTRACTOR, supplier, subcontractor, or CONTRACTOR under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for

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CATEGORY TWO ($35,000) for a period of 36 months following the date of being placed on the convicted vendor list."

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

20. APPLICABLE LAW; VENUE

This Contract shall be governed by and construed in accordance with the laws of Florida. Venue of any legal or administrative proceedings arising out of this Contract shall be exclusively in Orange County, Florida.

In consideration of the foregoing premises, CFX agrees to pay CONTRACTOR for work properly performed and materials furnished at the prices submitted with the Proposal.

21. RELATIONSHIPS

CONTRACTOR acknowledges that no employment relationship exists between CFX and CONTRACTOR or CONTRACTOR's employees. CONTRACTOR shall be responsible for all direction and control of its employees and payment of all wages and salaries and other amounts due its employees. CONTRACTOR shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax and income tax withholding, unemployment compensation, workers compensation, and employment benefits.
CONTRACTOR shall conduct no act or omission that would lead CONTRACTOR's employees or any legal tribunal or regulatory agency to believe or conclude that CONTRACTOR's employees would be employees of CFX.

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

22. INTERPRETATION

For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Except for reference to women's business enterprises and matters relating thereto, reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If

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CONTRACTOR discovers any material discrepancy, deficiency, or ambiguity in this Contract, or is otherwise in doubt as to the meaning of any provision of the Contract, CONTRACTOR may immediately notify CFX and request clarification of CFX's interpretation of the Contract.

23. SURVIVAL OF EXPIRATION OR TERMINATION

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

23.1 Trademarks, service marks, patents, trade secrets, copyrights, publicity, or other intellectual property rights, and terms relating to the ownership, security, protection, or confidentiality thereof; and

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

23.3 Prohibition on non-competition agreements of CONTRACTOR's employees with respect to any successor of CONTRACTOR; and

23.4 Obligations upon expiration or termination of the Contract; and

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

24. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

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

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

25. INSPECTOR GENERAL

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

26. ASSIGNMENT

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

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27. E-VERIFY

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

28. APPROPRIATION OF FUNDS

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

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties on the date below. This Contract was awarded by CFX's Board of Directors at its meeting on May 12, 2022.

TRAFFIC ENGINEERING AND MANAGEMENT, LLC
d/b/a CONTROL SPECIALISTS

By: _____

W. Bruce O'Donoghue CEO
Print Name and Title

Attest: _____ (Seal)

Date: May 25, 2022

ADELE L. WALKER
Commission # GG 916397
Expires September 24, 2023
Bonded Thru Troy Fain Insurance 800-385-7019

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Date: 2022.07.01 13:19:57 -04'00'

Aneth Williams, Director of Procurement

Approved as to legal form and sufficiency for the exclusive use and reliance of CFX.

By: Laura Newlin Kelly Digitally signed by Laura Newlin Kelly Date: 2022.07.01 13:08:09 -04'00'

Diego "Woody" Rodriguez, General Counsel

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SCOPE OF SERVICES

The CONTRACTOR shall be available on the request of CFX to provide emergency repair, planned maintenance, new installations of traffic lights, caution lights, school flashers and roadway safety lighting. Please refer to **Exhibit "A": Traffic Signal Intersections Maintained and Operated for** CFX **(attached)**.

1. EXECUTION OF WORK. The CONTRACTOR shall execute the work under this Agreement in the following manner:

   a. The CONTRACTOR certifies that it is a full-time specialized contractor in the State of Florida and is pre-qualified by the Florida Department of Transportation to perform said work and has the capability and expertise to install and maintain traffic signals for CFX.

   b. The CONTRACTOR shall provide emergency repair, planned maintenance, new installations of traffic lights, caution lights, school flashers and roadway safety lighting as requested and directed by CFX' s Director of Maintenance, hereinafter referred to as Director.

   c. The CONTRACTOR shall provide qualified employees of the CONTRACTOR who shall be available at all times, day and night, for on-site consultation with the Director regarding traffic signal Issues. The CONTRACTOR shall furnish the name and telephone number of such representatives to the Director upon execution of this Agreement.

   d. The CONTRACTOR shall at all times maintain emergency response vehicles which will be utilized to respond to emergency maintenance calls during the term of this Agreement. This emergency vehicle will have rotating beacons on front and center or rear or comparable flashing lights or bars.

   e. The CONTRACTOR, in performing any work under this Agreement, shall utilize protective signing, flashers, cones and flag persons in compliance with the "Manual on Traffic Controls and Safety Practices for Street and Highway Construction, Maintenance and Utility Operation", Sections 1 through 15, published by the Florida Department of Transportation.

   f. The CONTRACTOR shall be responsible for making all arrangements with public or private utility companies to ensure underground and overhead clearances and construction liaison when needed.

   g. The CONTRACTOR shall promptly notify the Director of Maintenance of the disablement of any piece of equipment of any system due to an accident, or other cause such as damaged cable, broken parts or other difficulties, when such piece of equipment cannot be readily repaired making it necessary to discontinue operation of all or part of the installation.

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h. The CONTRACTOR shall promptly report to the Director of Maintenance any unauthorized construction or repair work by others on the CFX's equipment being maintained under this Agreement. The CONTRACTOR shall also report any construction or repair work in progress that may endanger or damage the equipment of the CFX's system.

i. The CONTRACTOR shall act in the best interest of the CFX in selection of material and equipment which has been authorized for purchase by the Director of Maintenance. In addition, the CONTRACTOR shall advise and assist the Director of Maintenance regarding the settlement of claims on defective materials and equipment used in traffic signal, school flasher and highway safety equipment when purchased by the CONTRACTOR.

CONSENT AGENDA ITEM
#17

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Supplier Management

DATE: January 22, 2026

SUBJECT: Approval of Third Contract Renewal with 4 Corner Resources LLC
For Janitorial Staffing Services
Contract No. SCON-10000147

Board approval of the third renewal for the above referenced contract with 4 Corner Resources LLC in the amount of $230,000.00 for one year beginning on May 12, 2026 and ending May 11, 2027 is requested. The original contract was for two years with three one-year renewals.

The work to be performed includes janitorial staffing services.

Original Contract	$ 475,000.00
First Renewal	$ 237,500.00
Supplemental Agreement No. 1	$ 0.00
Second Renewal	$ 200,000.00
Third Renewal	$ 230,000.00
Total	$1,142,500.00

This contract is included in the OM&A Budget.

Reviewed by:

Don Budnovich, PE
Director of Capital Project Maintenance

Glenn Pressimone, PE
Chief of Infrastructure

RENEWAL NO. 3
to
CONTRACT NO. SCON-10000147
between
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
and
4 CORNER RESOURCES LLC

THIS RENEWAL AGREEEMENT ("Renewal") 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. Renewal of Agreement. The Parties hereto agree as follows:

1. The agreement between the Parties identified as **Contract No. SCON-10000147** inclusive of any existing prior amendments, supplemental agreements, renewals and/or extensions thereto (collectively, the **"Agreements")** is hereby renewed by extension of the Agreement's term, with such " **Renewal Term"** beginning on **05/12/2026** and expiring on **05/11/2027**. There are **0** renewal options left on this Agreement.

2. This Renewal shall extend the applicability of the Agreement's "Not to Exceed" Contract Amount of **$475,000.00** to include the Renewal Term; however, additional funding for the Renewal Term, if any shall be limited to the amount provided in **Paragraph B: Additional Compensation** below.

B. Additional Compensation. The parties agree to amend the Agreement's "Not to Exceed" Contract Amount as follows:
(select one)

☐ No amendment **($0.00** increase).

☒ An increase of **$230,000.00**, thereby amending the "Not to Exceed" Contract Amount for the Agreement, Renewal Terms 1 and 2 and inclusive of this Renewal Term, to: **$1,142,500.00**.

The wage rate is amended to $28.00/hr., and the overtime wage rate is $42.00/hr., which does not increase the "Not to Exceed" Contract Amount.

C. Human Trafficking. In accordance with Section 787.06(13), Florida Statutes, when a is executed, renewed, or extended between a nongovernmental entity and CFX, the nongovernmental entity must provide CFX with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services a s defined in Section 787.06(2)(a), Florida Statutes, such affidavit is hereto attached as **CFX-220: Human Trafficking Affidavit.**

D. Binding Effect. To the extent not amended by this Renewal, the Parties hereby reaffirm all terms and conditions of the Agreement, which are hereby incorporated into this Renewal and shall remain in full force and effect, To the event there is a conflict between the terms of this Renewal and the Agreement, the terms

and conditions of this Renewal shall prevail. This Renewal and the Agreement shall together represent the full agreement between the Parties.

E. Counterpart and Electronic Signatures. This Renewal Agreement 2 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.

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have made and executed this Renewal Agreement 3: 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 February 2026 and 4 Corner Resources LLC signing through its undersigned signatory, duly authorized to execute same.

4 CORNER RESOURCES LLC

By:_____

Print Name:_____

Title: _____

Date:_____

ATTEST:_____

Secretary or Notary

If Individual, furnish two witnesses:
By:_____
Print Name:_____

By:_____

Print Name:_____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:_____

Print Name: Zulay Millan

Title: Director of Procurement

Date:_____

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT NO. 001918, RENEWAL NO. 2

THIS CONTRACT RENEWAL NO. 2 ("Renewal Agreement 1") is made and entered into between Central Florida Expressway Authority, a corporate body politic and agency of the State of Florida, ("CFX"), and 4 Corner Resources LLC, a Florida Limited Liability Company, ("Contractor"). CFX and Contractor are referred to herein sometimes as a "Party" or the "Parties."

RECITALS

A. On July 8, 2022, CFX and the Contractor executed an Agreement for Contractor to provide janitorial staffing services ("Agreement").

B. The initial two-year term of the Agreement was from May 12, 2022 through May 11, 2024.

C. On April 26, 2024, the Parties executed Renewal 1, which extended the agreement term from May 12, 2024 through May 11, 2025.

D. On February 24, 2025, the Parties executed Supplemental Agreement No. 1 which increase the wage rates in Exhibit "B".

E. Pursuant to Section 2 of the Agreement, CFX desires to exercise the second renewal option and extend the Agreement term for a period of one year.

Now, Therefore, for and in consideration of the mutual covenants and promises set forth herein, the Parties agree as follows:

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

2. Language added to the Agreement is reflected in **bold/underlining** and deletions from the Agreement are reflected in ~~**bold/strikethrough.**~~

3. Section 2 of the Agreement, titled "Term and Notice," is amended to read as follows:

> The initial term of the contract will be two years beginning the date of the last signature. There may be renewal options. The options to renew are at the sole discretion and election of CFX. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by the Contractor are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide the Contractor with written notice of its intent at least 60 days prior to the expiration of the initial Contract Term and each renewal if any.
>
> a. **Renewal Term. The term of the Agreement is hereby renewed for a period of one (1) year which will begin on May 12, 2025, and end on May 11, 2026 ("Renewal Term No. 2"), unless otherwise extended or terminated as provided for in the Agreement.**

4. Section 3 of the Agreement, titled "Contract Amount and Compensation for Services," is amended to read as follows:

> 3.1 The Contract Amount for the Contract **Initial** term is a not-to-exceed amount of $475,000.00.

a. **Compensation for Renewal Term.** For Renewal Term No. 2, CFX will pay Contractor a maximum not to exceed $200,000.00 ("Renewal Compensation") at the rates specified in Exhibit "B," for work actually performed. The Renewal Compensation shall be in addition to the compensation specified for the two years initial term and Renewal Term No. 1 for a total not-to-exceed in the amount of $912,500.00.

b. **Human Trafficking.** In accordance with Section 787.06(13), Florida Statutes, when a is executed, renewed, or extended between a nongovernmental entity and CFX, the nongovernmental entity must provide CFX with an affidavit signed by an officer or a representative of the nongovernmental entity under penalty of perjury attesting that the nongovernmental entity does not use coercion for labor or services a s defined in Section 787.06(2)(a), Florida Statutes, such affidavit is hereto attached as CFX-220: Human Trafficking Affidavit.

5. **Effect on Agreement.** All terms and conditions of the Agreement not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Renewal Agreement 2 and the Agreement, the provisions of this Renewal Agreement 2, shall take precedence.

6. **Counterpart and Electronic Signatures.** This Renewal Agreement 2 may be executed in multiple counterparts, including by electronic or digital signatures in compliance with Chapter 668, Florida Statutes, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement.

7. **Entire Agreement.** This Renewal Agreement 2, and any documents incorporated, referenced, or attached hereto, contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and/or warranties, whether oral or written, of either of the Parties.

8. **Effective Date.** This Supplemental Agreement shall be effective on the date last signed below.

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have made and executed this Renewal Agreement 2: Central Florida Expressway Authority, signing by and through its Director of Procurement, authorized to execute the same by Board action on the 10th day of April 2025, and 4 Corner Resources LLC signing through its undersigned signatory, duly authorized to execute same.

4 CORNER RESOURCES LLC

By: _____

Print Name: Peter Porebski

Title: Director of Operations

Date: 4/29/25

ATTEST: _____ (SEAL)

Secretary or Notary

If Individual, furnish two witnesses:

By: _____

Print Name: Lisett Hernandez

By: _____

Print Name: Jeanette delaCruz

LISETT HERNANDEZ
Notary Public
State of Florida
Comm# HH570215
Expires 7/11/2028

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams

Print Name: Aneth Williams

Title: Director of Procurement **5/13/2025**

Date: _____

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

By: _____
Cristina T. Berrios
Deputy General Counsel

Date: 05/12/2025

State of Florida
County of Orange
This instrument was acknowledged before me on 29 day of April 2025 by Peter Porebski
Notary Public's Signature _____
My Commission Expires 7.11.28

Contract No. 001918

SUPPLEMENTAL AGREEMENT NO. 1
TO AGREEMENT FOR
JANITORIAL STAFFING

THIS SUPPLEMENTAL AGREEMENT No. 1 ("Supplemental Agreement") is made and entered into by and between Central Florida Expressway Authority ("CFX"), a body politic and corporate and agency of the State of Florida, with its principal place of business located at 4974 ORL Tower Road, Orlando, Florida 32807, and 4 Corner Resources, LLC, a Florida Limited Liability Company registered and authorized to do business in the State of Florida, hereinafter called the "Contractor." CFX and Contractor may be herein referred to individually as the "Party" or collectively as the "Parties."

A. On July 8, 2022, CFX and Contractor executed an Agreement for Contractor to provide janitorial staffing services ("Agreement").

B. Contractor has requested and CFX has approved an increase to the wage rates in Exhibit "B," which does not result in an increase to the maximum contract funding.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein the Parties agree as follows:

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

2. Language added to the Agreement is reflected in **bold/underlining** and deletions from the Agreement are reflected in ~~**bold/strikethrough**~~.

3. Exhibit "B" titled "Method of Compensation," Section 2 is amended to read as follows:

a. The first-year amount is based on 165 regular hours @$16/hr. wage rate, 1.5 multiplier and 5% overtime allowance. The second-year amount is based on 165 regular hours @17/hr. wage rate, 1.5 multiplier and 5% overtime allowance.

b. Retroactive to January 1, 2025, the wage rate is $26.25/hr., and the overtime wage rate is $39.38/hr., which does not increase the maximum not-to-exceed funding under the Agreement.

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

5. **Counterparts and Electronic Signatures**. This Supplemental Agreement may be executed in multiple counterparts, including by electronic 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. **Effective Date**. This Supplemental Agreement shall be effective on the date last signed below.

IN WITNESS WHEREOF, the Parties have made and executed this Supplemental Agreement No. 1: Central Florida Expressway Authority, signing by and through its Director of Procurement, authorized to execute same, and 4 Corner Resources, LLC signing through its undersigned signatory, duly authorized to execute same.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams Date: 2/24/2025

Print Name: Aneth Williams Title: Director of Procurement

4 CORNER RESOURCES, LLC

By: Peter Porebski Date: 2/13/25

Print Name: Peter Porebski Title: Director of Operations

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

By: Date: February 20, 2025

Print: Angela J. Wallace Title: General Counsel

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT RENEWAL NO. 1 AGREEMENT
CONTRACT NO. 001918

THIS CONTRACT RENEWAL NO. 1 AGREEMENT ("Renewal Agreement") is made and entered into this 14th day of March 2024, by and between Central Florida Expressway Authority, a corporate body and agency of the State of Florida, hereinafter called "CFX", and 4 Corner Resources LLC., a Florida corporation, hereinafter called the ("Contractor"). CFX and Contractor are referred to herein sometimes as a "Party" or the "Parties."

WITNESSETH

WHEREAS, on May 12, 2022, CFX and the Contractor entered into a Contract Agreement (the "Original Agreement"), whereby CFX retained the Contractor to day porter services at the CFX Headquarters and the E-PASS Service Center.

WHEREAS, the Parties seek to renew the Original CFX Contract for a period of one (1) year in accordance with the terms and conditions hereof.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises set forth in this Renewal 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 May 12, 2024 and end on May 11, 2025 ("Renewal Term"), unless otherwise extended as provided in the Original Agreement.

3. **Compensation for Renewal Term**. The Contractor shall be compensated for any and all services performed during the Renewal Term under this Renewal Agreement in accordance with the compensation schedule of the Original Agreement in an amount up to $237,500.00 ("Renewal Compensation"). The Renewal Compensation shall be in addition to the original compensation paid by CFX to the Contractor pursuant to the terms of the Original Agreement, and any supplements or amendments thereto.

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

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

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

4 CORNER RESOURCES LLC

By: _____
Print Name: Peter Porebski
Title: Director of Operations

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Aneth Williams, Director of Procurement

ATTEST: _____ (SEAL)

Secretary or Notary
If Individual, furnish two witnesses:

By: _____
Print Name: Shialee Rivera

By: _____
Print Name: Byron Rodriguez

BYRON A. RODRIGUEZ
Notary Public
State of Florida
Comm# HH379950
Expires 3/28/2027

Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this 26 day of April, 2024 for its exclusive use and reliance.

By: _____
Jo. O. Thacker, Outside Counsel

CONTRACT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

AND

4 CORNER RESOURCES LLC

CONTRACT NO. 001918

CONTRACT DATE: MAY 12, 2022

CONTRACT AMOUNT: $475,000.00

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CONTRACT
JANITORIAL STAFFING SERVICES
CONTRACT NO. 001918

This Contract No. 001918 (the "Contract" as defined herein below), is made this 12th day of May 2022, between CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called "CFX" and 4 CORNER RESOURCES, LLC, hereinafter the "CONTRACTOR":

WITNESSETH:

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

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

WHEREAS, CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of a CONTRACTOR to provide janitorial staffing services and,

WHEREAS, having verified the CONTRACTOR's unique qualifications, CFX has determined that it is in its best interest to "single source" the services to CONTRACTOR;

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

1. SERVICES TO BE PROVIDED

The CONTRACTOR shall, for the consideration herein stated provides labor necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed and services provided to the satisfaction of the duly authorized representatives of CFX, who shall have at all times full opportunity to evaluate the services provided under this Contract.

The services to be provided under this Contract include providing daytime porter/ janitorial services at CFX's Headquarter and Magnolia E-PASS Service Center, and other services as detailed in the Contract Documents and any amendments, supplements, or modifications thereto.

CFX does not guarantee that all of the services described in the Scope of Services will be assigned during the term of the Contract. Further, the CONTRACTOR is providing these services on a non-exclusive basis. CFX, at its option, may elect to have any of the services set forth herein performed by other CONTRACTORs or CFX staff.

The Contract Documents, in order of precedence, consist of:

1.1 The Contract, including insurance policies,
1.2 The Scope of Services,
1.3 The Method of Compensation,

(collectively, the "Contract").

2. TERM AND NOTICE

The initial term of the Contract will be two (2) years beginning May 12, 2022. There shall be three renewal options of one (1) year each. The options to renew are at the sole discretion and election of CFX. Renewals will be based, in part, on a determination by CFX that the value and level of service provided by the CONTRACTOR are satisfactory and adequate for CFX's needs. If a renewal option is exercised, CFX will provide the CONTRACTOR with written notice of its intent at least 60 days prior to the expiration of the initial Contract Term and each renewal, if any.

CFX shall have the right to terminate or suspend the Contract, in whole or in part, at any time with 15 days notice for convenience or 30 days with cure notice for cause for CONTRACTOR's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by CFX (with or without cause) constitute a default by CFX. In the event of a termination for convenience or without cause, CFX shall notify CONTRACTOR (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth hereinabove. CONTRACTOR will be paid for all work performed prior to termination and any reasonable, documented, direct, normal, and ordinary termination expenses. CONTRACTOR will not be paid for special, indirect, consequential, or undocumented termination expenses. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for cause.

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

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

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

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

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

3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES

3.1 The Contract Amount for the Contract term is $475,000.00.

4. AUDIT AND EXAMINATION OF RECORDS

4.1 Definition of Records:

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

whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by CONTRACTOR in determining labor, unit price, or any other component of a bid submitted to CFX.

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

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

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

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

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

4. MINORITY AND WOMEN'S BUSINESS ENTERPRISES

CFX has adopted a program to provide opportunities for small business, including Minority Business Enterprises ("MBEs") and Women's Business Enterprises ("WBEs"). Under CFX

program, CONTRACTOR is encouraged to grant small businesses the maximum opportunity to participate in the provision of the Services.

6. CONTRACTOR INSURANCE

CONTRACTOR shall carry and keep in force during the period of this Contract, the required amount of coverage as stated below. All insurance must be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a rating of "A-" (excellent) and a financial rating of Class XII, as defined by A.M. Best and Company's Key Rating Guide and must be approved by CFX. CONTRACTOR shall carry and keep in force the following insurance coverage, and provide CFX with correct certificates of insurance (ACORD forms) upon Contract execution:

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

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

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

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

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

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

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

CONTRACTOR RESPONSIBILITY

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

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

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

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

(i) those relating to the safety of persons and property and their protection from damage, injury or loss, and

(ii) all workplace laws, regulations, and posting requirements, and

(iii) implementation of a drug-free workplace policy at least of a standard comparable to, and in compliance with, CFX'S Drug-Free Workplace Policy; And

(iv) compliance with the public records laws of Chapter 119, Florida Statutes.

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

7.4 CONTRACTOR shall ensure that all of its activities and the activities of its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible are undertaken in a manner that will minimize the effect on surrounding property and the public. CONTRACTOR shall be responsible for any theft or conversion of collected funds by employees of CONTRACTOR, or arising out of the negligence or willful misconduct of CONTRACTOR;

7.5 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.

7.6 CONTRACTOR shall not make any requirement of any employee or enter into a non-competition agreement with any employee, whether oral or written, of any kind or nature, that would prohibit CONTRACTOR's employees from leaving CONTRACTOR's employ and taking employment with any successor of CONTRACTOR for CFX's toll operations and management services.

8. INDEMNITY

To the extent caused by the CONTRACTOR, the CONTRACTOR shall indemnify, defend and hold harmless CFX and all of its respective officers, CONTRACTOR's or employees from actual suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONTRACTOR (its subcontractors, officers, agents or employees) or due to any negligent or intentional act or occurrence of omission or commission or misconduct of the CONTRACTOR (its subcontractors, officers, agents or employees), including without limitation any intentional misappropriation or violation of third party copyright, trademark, patent, trade secret, publicity, or other intellectual property rights or other third party rights of any kind by or arising out of any one or more of the following:

8.1 violation of same by CONTRACTOR, its subcontractors, officers, agents or employees,

8.2 CFX's use or possession of the CONTRACTOR Property or CONTRACTOR Intellectual Property (as defined herein below),

8.3 CFX's full exercise of its rights under any license conveyed to it by CONTRACTOR,

8.4 CONTRACTOR's violation of the confidentiality and security requirements associated with CFX Property and CFX Intellectual Property (as defined herein below),

8.5 CONTRACTOR's failure to include terms in its subcontracts as required by this Contract,

8.6 CONTRACTOR's failure to ensure compliance with the requirements of the Contract by its employees, agents, officers, or subcontractors, or

8.7 CONTRACTOR's breach of any of the warranties or representations contained in this Contract.

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

9. 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:

9.1 Keep and maintain public records required by the public agency to perform the service.

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

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

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

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

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

10. PRESS RELEASES

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

11. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS

CFX is and shall be and remain the sole owner of all rights, title, and interest in, to, and associated with all plans, documents, software in all forms, hardware, programs, procedures, specifications, drawings, brochures pamphlets, manuals, flyers, models, photographic or design images, negatives, videos and film, tapes, work product, information, data and other items (all whether in preliminary, draft, master, final, paper, electronic, or other form), along with the media on which they reside and with which they interface for function or aesthetics, that are generated or developed with respect to and in connection with this Contract and the performance thereof (collectively, the "CFX Property"). CFX's ownership of CFX Property includes without limitation all common law, statutory and other rights, title, and interest in, to, and associated with trademark, service mark, copyright, patent, trade secret, and publicity (collectively, the "CFX Intellectual Property"). CONTRACTOR, its employees, agents, officers, and subcontractors

acknowledge that E-PASS® is CFX's registered trademark name for CFX's electronic toll collection system and comprises a portion of CFX Intellectual Property.

CONTRACTOR, its employees, agents, officers, and subcontractors may not use CFX Property or CFX Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of CFX, which may be granted or denied in CFX's sole discretion. CONTRACTOR, its employees, agents, officers, and subcontractors' access to and/or use of CFX Property and CFX Intellectual Property is without any warranty or representation by CFX regarding same.

For all materials listed hereinabove that are not generated or developed under this Contract or performance hereof, but rather are brought in, provided, or installed by CONTRACTOR (collectively, the "CONTRACTOR Property"), and the intellectual property rights associated therewith (collectively, the "CONTRACTOR Intellectual Property"), CONTRACTOR (its employees, officers, agents, and subcontractors, which for purposes of this section shall collectively be referred to as "CONTRACTOR") warrants and represents the following:

11.1 CONTRACTOR was and is the sole owner of all right, title and interest in and to all CONTRACTOR Property and CONTRACTOR Intellectual Property; **OR**

11.2 CONTRACTOR has obtained, and was and is the sole holder of one or more freely assignable, transferable, non-exclusive licenses in and to the CONTRACTOR Property and CONTRACTOR Intellectual Property, as necessary to provide and install the CONTRACTOR Property and/or to assign or grant corresponding to CFX all licenses necessary for the full performance of this Contract; and that the CONTRACTOR is current and will remain current on all royalty payments due and payable under any license where CONTRACTOR is licensee; **AND**

11.3 CONTRACTOR has not conveyed, and will not convey, any assignment, security interest, exclusive license, or other right, title, or interest that would interfere in any way with CFX's use of the CONTRACTOR Property or any license granted to CFX for use of the CONTRACTOR Intellectual Property rights; **AND**

11.4 Subject to Chapter 119, Florida Statutes (Florida Public Records Act), CONTRACTOR shall maintain CFX Property and CFX Intellectual Property in strictest confidence and may not transfer, disclose, duplicate, or otherwise use CFX Property or CFX Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of CFX, which may be granted or denied in CFX's sole discretion. CONTRACTOR shall not publish, copyright, trademark, service mark, patent, or claim trade secret, publicity, or other rights of any kind in any of the Property. In ensuring the confidentiality and security of CFX Property and CFX Intellectual Property, CONTRACTOR shall utilize the same standards of protection and confidentiality that CONTRACTOR uses to protect its own property and confidential information, but in no instance less than reasonable care plus the standards set forth anywhere in this Contract.

CONTRACTOR further warrants and represents that there is no pending, threatened, or anticipated Claims against CONTRACTOR, its employees, officers, agents, or subcontractors with respect to the CONTRACTOR Property or CONTRACTOR Intellectual Property.

The provisions of this Section shall survive the term of this Contract for the longer of:

11.5 The statute of limitations on any action arising out of either party's conduct relating to this section, whether such action may be brought by CFX, CONTRACTOR, or a third party; **or**

11.6 CFX's continued use (notwithstanding any temporary suspension of use) of any CONTRACTOR Property or CONTRACTOR Intellectual Property; **and**

11.7 Notwithstanding sections 11.5 and 11.6, the confidentiality and security provisions contained herein shall survive the term of this Contract for ten (10) years beyond 11.5 and 11.6.

12. PERMITS, LICENSES, ETC.

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

13. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

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

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

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

CONTRACTOR covenants and agrees that it and its employees, officers, agents, and subcontractors shall be bound by the standards of conduct provided in Florida Statutes 112.313

as it relates to work performed under this Contract, which standards will be reference be made a part of this Contract as though set forth in full.

14. NONDISCRIMINATION

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

15. SUBLETTING AND ASSIGNMENT

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

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

16. DISPUTES

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

17. PREVAILING PARTY ATTORNEY'S FEES

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

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

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

18. OTHER SEVERABILITY

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

19. GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of Florida. Venue of any legal or administrative proceedings arising out of this Contract shall be exclusively in Orange County, Florida.

In consideration of the foregoing premises, CFX agrees to pay CONTRACTOR for work performed and materials furnished at the prices submitted with the Proposal.

20. RELATIONSHIPS

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

CONTRACTOR shall conduct no act or omission that would lead CONTRACTOR's employees or any legal tribunal or regulatory agency to believe or conclude that CONTRACTOR's employees would be employees of CFX.

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

21. INTERPRETATION

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

22. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

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

23. SURVIVAL OF EXPIRATION OR TERMINATION

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

23.1 Trademarks, service marks, patents, trade secrets, copyrights, publicity, or other intellectual property rights, and terms relating to the ownership, security, protection, or confidentiality thereof; and

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

23.3 Prohibition on non-competition agreements of CONTRACTOR's employees with respect to any successor of CONTRACTOR; and

23.4 Obligations upon expiration or termination of the Contract; and

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

24. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

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

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

25. INSPECTOR GENERAL

CONTRACTOR understands and shall comply with subsection 20.055(5), Florida Statutes, and to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to this section. The undersigned further agrees that any subcontractors and

subcontractors to the undersigned participating in the performance of this Contract shall also be bound contractually to this and all applicable Florida statutory requirements.

26. ASSIGNMENT

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

27. VERIFY

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

28. PPROPRIATION OF FUNDS

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

29. COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

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

29.1. submitted a false certification as provided under Florida Statute 287.135(5); or

29.2. been placed on the Scrutinized Companies with Activities in Sudan List; or

29.3. been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or

29.4. been engaged in business operations in Cuba or Syria; or

29.5. found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

30. NOTICE TO THE PARTIES

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party to whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to wit:

CFX: CENTRAL FLORIDA EXPRESSWAY (CFX)
4974 ORL Tower Road
Orlando, Florida 32807
ATTN: General Counsel

CENTRAL FLORIDA EXPRESSWAY (CFX)
4974 ORL Tower Road
Orlando, Florida 32807
ATTN: Director of Maintenance

CONTRACTOR: 4 CORNER RESOURCES LLC
135 East Colonial Drive, Suite 200
Orlando, Florida 32801
Attn: Crystal Lang

31. EXHIBITS

This Contract references the exhibits listed below.

Exhibit "A" Scope of Services
Exhibit "B" Method of Compensation
Exhibit "C" Potential Conflict Disclosure Form
Exhibit "D" CFX Social Media Acknowledgement Form

[SIGNATURES TO FOLLOW]

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Robert Johnson Digitally signed by Robert Johnson Date: 2022.07.08 13:18:17 -04'00'

Aneth Williams, Director of Procurement

Print Name: _____

4 CORNER RESOURCES,LLC

By: _____

Signature

Peter Porebski

Print Name

Director of Operations

Title

ATTEST: Alicia M. Harvey (Seal)

DATE: 06/16/2022

Notary Public State of Florida
Alicia Maria Harvey
My Commission GG 260568
Expires 09/20/2022

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

By: Laura Newlin Kelly Digitally signed by Laura Newlin Kelly Date: 2022.07.08 10:58:11 -04'00'

Diego "Woody" Rodriguez
General Counsel

EXHIBIT "A"

SCOPE OF SERVICES

1) Clean glass in all entrance doors and adjacent areas inside and out.
2) Shake interior/exterior mats and clean surrounding area.
3) Dust mop uncarpeted areas with chemically treated mop.
4) Clean and sanitize water fountains.
5) Clean and sanitize restroom sinks, commodes, urinals, counters, fixtures, mirrors, and tile floors and walls. Remove fingerprints as needed. Clean and refill paper towels, toilet tissue, and soap dispensers, and air fresheners. Sweep floors. Mop up any spills.
6) Clean breakroom sinks, coffee pots, microwaves inside and out, refrigerator inside and out, wipe counters, tables, and chairs, empty trash receptacles.
7) Clean and dust chairs and tables in the waiting area.
8) Clean and dust all surfaces that do not require moving papers or books i.e., file cabinets, credenzas, window ledges, etc.)
9) Clean walls, doorjambs, and light switches of fingerprints etc. as required.
10) Keep janitor closets clean.
11) Remove trash, shipping boxes, crates etc. from building and place in dumpster.
12) Clean outside and inside dumpster area as needed.
13) Pick up trash around the entire perimeter of the building.
14) Empty exterior trash cans.
15) Dust window blinds.

STAFF

Frances Martinez 40 hours weekly 7:00am – 3:30pm ½ hour lunch - HQ Building
Maritza Carrion 40 hours weekly 8:00am – 4:30pm ½ hour lunch - HQ Building
Carlos Rodriguez 20 hours weekly 5:00pm – 9:00pm no lunch - HQ Building
No name - 5 hours weekly Saturday only 10:00am – 3:00pm - HQ Building
Ana Serrano 25 hours weekly 10:00am – 3:00pm- no lunch - Magnolia Building

Frances and Maritza take turns working on Saturdays.

CONSENT AGENDA ITEM
#18

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*
Director of Supplier Management

DATE: January 23, 2026

SUBJECT: Approval of First Renewal with Convergint Technologies LLC for Systemwide Electronic Security System Services
Contract No. SCON-10000169

Board approval of the first renewal for the above referenced contract with Convergint Technologies LLC in the amount of $150,000.00 for one year beginning on April 15, 2026 and ending April 14, 2027 is requested. The original contract was for three years with renewal options.

The work to be performed includes maintenance and repair of security systems at all CFX buildings.

Original Contract	$450,000.00
Supplemental Agreement No. 1	$ 27,417.11
Supplemental Agreement No. 2	$ 95,978.12
Supplemental Agreement No. 3	$115,000.00
First Renewal	$150,000.00
Total	$838,395.23

This contract is included in the OM&A Budget.

Reviewed by:

Don Budnovich, PE
Director of Capital Project Maintenance

Glenn Pressimone, P.E.
Chief of Infrastructure

RENEWAL NO. 1
to
CONTRACT NO. SCON-10000169
between
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
and
CONVERGINT TECHNOLOGIES LLC

THIS RENEWAL AGREEMENT (**"Renewal"**) is made and entered into between **Central Florida Expressway Authority** (**"CFX"**) and **Convergint Technologies LLC" (Contractor"**) for good and valuable consideration, the sufficiency of which is hereby mutually acknowledged. CFX and Contractor may be referenced individually as a **"Party"** or collectively as the **"Parties."**

A. **Renewal of Agreement.** The Parties hereto agree as follows:

(1) The agreement between the Parties identified as **Contract No. SCON-10000169**, inclusive of any existing prior amendments, supplemental agreements, renewals, and/or extensions thereto (collectively, the **"Agreement"**) is hereby renewed by extension of the Agreement's term, with such **"Renewal Term"** beginning on **04/15/2026** and expiring on **04/14/2027**.

(2) This Renewal shall extend the applicability of the Agreement's "Not to Exceed" Contract Amount of **$450,000.00** to include the Renewal Term; however, additional funding for the Renewal Term, if any, shall be limited to the amount provided in **Paragraph B: Additional Compensation** below.

B. **Additional Compensation.** The Parties agree to amend the Agreement's "Not to Exceed" Contract Amount as follows:

(select one)

☐ No amendment (**$0.00** increase).

☒ An increase of **$150,000.00**, thereby amending the "Not to Exceed" Contract Amount for the Agreement, inclusive of the Renewal Term, to: **$838,395.23**.

C. **Human Trafficking.** In accordance with Section 787.06(13), Florida Statutes, when a contract is executed, renewed, or extended between a private entity and CFX, such private entity must provide an affidavit signed by an officer or a representative to CFX under penalty of perjury attesting the private entity does not use coercion for labor or services, as defined in Section 787.06(2)(a), Florida Statutes. Such affidavit is hereto attached as **CFX-220: Human Trafficking Affidavit**.

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

E. **Binding Effect.** To the extent not amended by this Renewal, the Parties hereby reaffirm all terms and conditions in the Agreement, which are hereby incorporated into this Renewal and shall remain in full force and effect. To the extent there is a conflict between the terms of this Renewal and the Agreement, the terms and conditions of this Renewal shall prevail. This Renewal and the Agreement shall together represent the full agreement between the Parties.

IN WITNESS WHEREOF, effective as of the latter execution date below, the Parties have made and executed this Renewal: CFX, signing by and through its Director of Procurement, authorized to execute the same by Board action on February 12, 2026, and Convergint Technologies LLC signing through its undersigned signatory, duly authorized to execute same.

CONVERGINT TECHNOLOGIES LLC	**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**
By: _____	By: _____
Print Name: _____	Print Name: Zulay Millan
Title: _____	Title: Director of Procurement
Date: _____	Date: _____

ATTEST: _____
Secretary or Notary

Docusign Envelope ID: 63C47A07-5CA3-4E92-84B1-87E72BFDA6D8

SUPPLEMENTAL AGREEMENT NO. 3

between

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

and

CONVERGINT TECHNOLOGIES LLC

regarding

CONTRACT NO. 001969

relating to the provision of

SYSTEMWIDE ELECTRONIC SECURITY SYSTEM SERVICES

THIS THIRD SUPPLEMENTAL AGREEMENT (**"Third Supplement"**) is made and entered into by and between **CENTRAL FLORIDA EXPRESSWAY AUTHORITY** (**"CFX"**), a body politic and corporate and agency of the State of Florida, with its principal place of business located at 4974 ORL Tower Road, Orlando, Florida 32807, and **CONVERGINT TECHNOLOGIES LLC** (**"CONSULTANT"**). CFX and CONSULTANT may herein be referred to individually as the **"Party"** or collectively as the **"Parties"**.

A. On December 8, 2022, CFX and CONSULTANT executed an Agreement for electronic security system services between, dated as amended or supplemented by Supplemental Agreements No. 1 dated June 8, 2023, and Supplemental Agreement No. 2 dated May 9, 2024 (collectively, **"Agreement"**).

B. CFX desires to amend the Agreement to add services to the Scope of Services.

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

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

2. **Amendments**

(a) **Exhibit "A"**, Scope of Services of the Agreement, is hereby amended to include the additional services as outlined in **Attachment "A"** hereto.

(b) **Exhibit "B"**, Method of Compensation of the Agreement, is hereby amended to increase the Total Contract Amount by **$115,000.00** to **$688,395.23**, with such increase including: **(1)** a contingency amount of **$19,874.05**; and **(2)** the utilization of Vector Consulting as a subconsultant to provide full site assessment of current best practices, processes and systems to improve overall site security in the amount of **$84,522.40**.

3. **Effect on Agreement.** All provisions of said Agreement, or any amendments or supplements thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Third Supplement and the

Agreement, or any existing supplements or amendments thereto, the provisions of this Third Supplement, to the extent such provision is reasonable, shall take precedence.

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

5. **Entire Agreement.** This Third Supplement and any documents incorporated, referenced, or attached hereto, contains the entire understanding of the Parties with respect to the subject matter hereto, and supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and/or warranties, whether oral or written, of either of the Parties.

6. **Effective Date.** This Third Supplement shall be effective as of the latest day of execution.

IN WITNESS WHEREOF, the Parties have made and executed this Third Supplement; CFX, signing by and through its Director of Procurement, authorized to execute same by Board action on June 12, 2025, and CONSULTANT, signing through its undersigned signatory, duly authorized to execute same.

CONVERGINT TECHNOLOGIES LLC

DocuSigned by:
By: FEC4D56F6FED43C...

Print Name: Chris Wise

Title: Regional Vice President

Date: 7/16/2025

ATTEST: _____ (SEAL)
Secretary or Notary

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Date: 2025.07.18 12:27:18 -04'00'

Print Name: Aneth Williams

Title: Director of Procurement

Date: _____

Reviewed and approved as to form for the exclusive reliance of CFX on: 05/27/2025

By: _____
Cristina T. Berrios
CFX Deputy General Counsel

Docusign Envelope ID: 63C47A07-5CA3-4E92-84B1-87E72BFDA6D8 CHMENT A"

convergint

41 skyline drive, Orlando,Florida 32822
Phone 4075956047 Mobile 4075956047
ali.santiago@convergint.com

CFX - Central Florida Expressway
Headquarters
4974 Orl Tower Rd Orlando, Florida 32807
Attention: Don Budnovich

Quotation: AS00794810P
RFP#:
License/Cert 30
0.%
0.%

Reference: CFX Threat Assessment 25
OMNIA Partners Catalog R220702 Contract #001969

On behalf of Convergint's global network of colleagues, I would like to personally thank you for providing Convergint with the opportunity to present this proposal addressing your electronic security needs.

Convergint's reputation for service excellence is backed by a foundational commitment to our core value of service, and we have been recognized as the #1 Systems Integrator by SDM Magazine. This recognition reflects the strong relationships Convergint has developed with the industry's top technology manufacturers, and our history of success with providing exceptional service to our customers.

Our guiding principle has always been to be our customers' best service provider. Our dedicated and certified team of professionals strives to uphold our customer-focused, service-based mission to make a daily difference for our customers. After achieving a successful on-time and on-budget project installation, Convergint will provide you with the industry's best ongoing service, including our 24/7 customer portal iCare, designed to track service work orders, project progress, and provide you with detailed metric reporting for continuous improvement.

The following security proposal is specifically designed to meet your needs. As your single point of contact, please feel free to contact me with any additional questions you may have. Thank you again for trusting Convergint as your partner.

Central Florida Expressway Authority (CFX) 2025 Risk Assessment

SUPPLEMENTAL AGREEMENT NO. 2

TO

AGREEMENT FOR

SYSTEMWIDE ELECTRONIC SECURITY SYSTEM SERVICES

CONTRACT NO. 001969

THIS SUPPLEMENTAL AGREEMENT NO. 2 TO AGREEMENT for Systemwide Electronic Security System Services ("Supplemental Agreement") is made and entered into this 9th day of May, 2024, by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a corporate body and agency of the State of Florida, hereinafter called "CFX", and CONVERGINT TECHNOLOGIES LLC , a Florida limited liability company, hereinafter called the "CONSULTANT".

WHEREAS, CFX and CONSULTANT entered into that certain Agreement for electronic security system services between CFX and the CONSULTANT, dated December 8, 2022 as amended or supplemented by that certain Supplemental Agreement No. 1 between CFX and CONSULTANT dated June 8, 2023 (collectively, "Agreement"); and

WHERAS, CFX desires to expand the Scope of Work to have the CONSULTANT provide and install access control/CCTV at CFX's East District Facility as outlined in the attached Exhibit "A", the compensation to be paid to the CONSULTANT shall be subject to adjustment

and shall be mutually agreed upon by CFX and the CONSULTANT in this Supplemental Agreement.

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

1. CFX hereby authorizes the CONSULTANT to proceed with additional services as outlined in the Consultant's April 9, 2024 letter to CFX, which is attached hereto as Exhibit "A" and incorporated herein by reference. Exhibit "A" of the Agreement and the Scope of Services, as defined in the Agreement, shall be amended to include the Additional Services.
2. Exhibit "B" of the Agreement is hereby amended as follows:
    a. The Total Contract Amount is adjusted upwards by $95,978.12 to $573,449.23.
3. All provisions of said Agreement, or any amendments or supplements thereto, not specifically modified herein, shall remain in full force and effect, the same as if they had been set forth herein. In the event of a conflict between the provisions of this Supplemental Agreement and the Agreement, or any existing supplements or amendments thereto, the provisions of this Supplemental Agreement, to the extent such provision is reasonable, shall take precedence.

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

CENTRAL FLORIDA
EXPRESSWAY AUTHORITY
Authorized to executy by Board action on May 9, 2024

By: _____
Aneth Williams, Director of Procurement
6/19/2024
Date

CONVERGINT TECHNOLOGIES LLC

By: Chris Wise Digitally signed by Chris Wise DN: C=US, E=chris.wise@convergint.com, O=Convergint Technologies, CN=Chris Wise Reason: I am approving this document Date: 2024.05.20 12:26:05 -04'00' _____
Print Name: _____
Title: _____

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

By: Angela J. Wallace Digitally signed by Angela J. Wallace Date: 2024.06.18 16:56:10 -04'00' _____
Angela J. Wallace
General Counsel

June 18, 2024
Date

Contract No. 001969

convergint

41 skyline drive, Orlando,Florida 32822
Phone 4075956047 Mobile 4075956047
ali.santiago@convergint.com

April 9, 2024

CFX - Central Florida Expressway
CFX - East District Facility
7015 McCoy Rd Orlando, Florida 32822
Attention: Don Budnovich

Quotation: AS00602918P
RFP#:
License/Cert 30
0.00%
0.00%

Reference: CFX - East District Facility Access-CCTV
OMNIA Partners Catalog R220702

On behalf of Convergint's global network of colleagues, I would like to personally thank you for providing Convergint with the opportunity to present this proposal addressing your electronic security needs. We are confident that this proven solution is both comprehensive and customized to meet your needs today, and in the future.

Convergint's reputation for service excellence is backed by a foundational commitment to our core value of service, and we have been recognized as the #1 Systems Integrator by SDM Magazine. This recognition reflects the strong relationships Convergint has developed with the industry's top technology manufacturers, and our history of success with providing exceptional service to our customers.

Our guiding principle has always been to be our customers' best service provider. Our dedicated and certified team of professionals strives to uphold our customer-focused, service-based mission to make a daily difference for our customers. After achieving a successful on-time and on-budget project installation, Convergint will provide you with the industry's best ongoing service, including our 24/7 customer portal iCare, designed to track service work orders, project progress, and provide you with detailed metric reporting for continuous improvement.

The following security proposal is specifically designed to meet your needs. As your single point of contact, please feel free to contact me with any additional questions you may have. Thank you again for trusting Convergint as your partner.

convergint

Central Florida Expressway Authority East District Facility Renovation Access Control/CCTV Proposal Project #599-416C

ACCESS Control

- Convergint will provide and install Lenel access control system for the New East District Facility Central Florida Expressway Authority.
- Convergint will provide and install (10) card readers, (16) Door contacts.
- Convergint will provide and install (1) 16 door Lifesafety power supplies, 1 LNL-x2220 controller and (4) LNL-1320S3 reader boards.
- Convergint will provide and install the required composite wiring for the access control doors.
- Converging will work with the lock hardware contractor to interface with the electrified locking hardware and request to exits.

Video

- Convergint will provide and install 5 AXIS P3738-PLE Multi-Sensor cameras for a total of 20 streams.
- Convergint will provide and install the required mounting hardware for the cameras.
- Convergint will provide and install Surge suppression for all the cameras.
- Convergint will provide and install the cat 6 from the camera to the provided network switches.
- Convergint will provide the required Genetec camera licensing.

- **By others**
  - All 120 terminations by others.
  - All conduit and penetrations by others.
  - All locking hardware and request to exits by others.
  - All fire stopping by others.
  - All network drops and patch cables by others.
  - All Ip addresses and network infrastructure by others.
  - All fire alarm interfacing and relays by others.
  - All plywood mounting surfaces by others.
  - All servers and workstations by others.
  - All access control licensing by others.
  - All recording servers and client workstations by others.
  - All grounding by others.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Systemwide Electronic Security System Services
Contract No. 001969
Supplemental Agreement No. 1

This Supplemental Agreement No. 1 entered into this 8th day of June 2023, by and between CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and CONVERGINT TECHNOLOGIES LLC (the "Consultant"), the same being supplementary to the Contract between the aforesaid, dated December 8, 2022 to provide systemwide electronic security system services, in Orange County, Florida.

1. CFX wishes to expand the Scope of Work to have the Consultant provide and install access control for the second floor at CFX Headquarters for an increase in the Contract amount of $27,471.11, as detailed in the attached Exhibit B, with no increase in Contract time.

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

SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Systemwide Electronic Security System Services

Contract No.: 001969

Amount of Changes to this document: $27,471.11

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

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Date: 2023.07.14 10:45:17 -04'00'

Aneth Williams, Director of Procurement

CONVERGINT TECHNOLOGIES LLC

By: Andrew P Williams Digitally signed by Andrew P Williams DN: CN=US, E=andy.williams@convergint.com, O=Convergint, CN=Andrew P Williams Location: 41 Skyline Drive Suite 1025, Lake Mary FL. 32746 Reason: I am approving this document Contact Info: 407-664-5193 Date: 2023.06.30 20:21:05-04'00'

Signature

Print Name: Andrew P Williams

Title: GM

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

By: Laura Newlin Kelly Digitally signed by Laura Newlin Kelly Date: 2023.07.14 09:39:29 -04'00'

Diego "Woody" Rodriguez, General Counsel

convergint

41 skyline drive, Orlando,Florida 32822
Phone 4075956047 Mobile 4075956047
ali.santiago@convergint.com

April 12, 2023

CFX - Central Florida Expressway
Headquarters
4974 Orl Tower Rd Orlando, Florida 32807
Attention: Don Budnovich

Quotation: AS00551000P
RFP#:
License/Cert

Reference: CFX 2nd Floor Remodel
Omnia Catalog R220702

On behalf of Convergint's global network of colleagues, I would like to personally thank you for providing Convergint with the opportunity to present this proposal addressing your electronic security needs. We are confident that this proven solution is both comprehensive and customized to meet your needs today, and in the future.

Convergint's reputation for service excellence is backed by a foundational commitment to our core value of service, and we have been recognized as the #1 Systems Integrator by SDM Magazine. This recognition reflects the strong relationships Convergint has developed with the industry's top technology manufacturers, and our history of success with providing exceptional service to our customers.

Our guiding principle has always been to be our customers' best service provider. Our dedicated and certified team of professionals strives to uphold our customer-focused, service-based mission to make a daily difference for our customers. After achieving a successful on-time and on-budget project installation, Convergint will provide you with the industry's best ongoing service, including our 24/7 customer portal iCare, designed to track service work orders, project progress, and provide you with detailed metric reporting for continuous improvement.

The following security proposal is specifically designed to meet your needs. As your single point of contact, please feel free to contact me with any additional questions you may have. Thank you again for trusting Convergint as your partner.

AGREEMENT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

AND

CONVERGINT TECHNOLOGIES LLC

SYSTEMWIDE ELECTRONIC SECURITY SYSTEM SERVICES

CONTRACT NO. 001969

CONTRACT DATE: DECEMBER 8, 2022
CONTRACT AMOUNT: $450,000.00

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
COOPERATIVE PURCHASE AGREEMENT
SYSTEMWIDE ELECTRONIC SECURITY SYSTEM SERVICES
CONTRACT NO. 001969

This Cooperative Purchase Agreement ("Contract") is made this 10th day of November 2022, between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called CFX and CONVERGINT TECHNOLOGIES LLC, 6200 Lee Vista Blvd, Suite 700, Orlando, FL 32822, hereinafter the CONTRACTOR:

WITNESSETH:

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

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

WHEREAS, CFX has determined that it is necessary and convenient in the conduct of its business to retain the services of a CONTRACTOR to provide systemwide electronic security system services; and,

WHEREAS, on or about April 1, 2022 the CONTRACTOR entered an agreement with Region 4 Education Service Center ("Region 4 ESC") under its Contract No. R2207-02 to provide substantially the same services as required by CFX, a copy of which is attached hereto as Exhibit 2 and incorporated herein by reference ("Region 4 ESC Contract"); and,

WHEREAS, a Request for Proposals seeking qualified contractors to perform such services for CFX was not required because the CONTRACTOR has an existing contract with Region 4 ESC for substantially the same services to be provided hereunder and CFX has decided to contract with CONTRACTOR for the performance of the services described herein under the same conditions previously negotiated by Region 4 ESC; and,

WHEREAS, the CONTRACTOR agrees to provide the services under the same terms, conditions and rates as included in the Region 4 ESC Contract and pricing proposal attached hereto as Exhibit 1 and incorporated herein by reference ("Pricing Proposal"),

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

1. RECITALS

The recitals are true and incorporated as terms. Any capitalized terms not specifically defined herein shall have the meaning ascribed to them in the REGION 4 ESC Contract.

2. ADOPTION OF TERMS IN THE REGION 4 ESC CONTRACT

The parties adopt all parts of the Region 4 ESC Contract by reference as though set forth fully herein, subject to the following substitutions or revisions.

2.1 The terms "Region 4 ESC ", in the Region 4 ESC Contract shall be replaced with the "Central Florida Expressway Authority" or "CFX".

2.2 The total amount of the Contract will be a not-to-exceed amount of $450,000.00 ("Contract Amount") for the initial term. The CONTRACTOR agrees to provide the services for the price set forth in the CONTRACTOR's Pricing Proposal. The Contractor shall be responsible for keeping track of the amount remaining in the Contract. CFX is under no obligation to pay the Contractor any sum that exceeds the Contract Amount.

Payment will be made to the Contractor not more than once monthly. The Contractor shall prepare and forward a digital copy (via e-mail) of each monthly invoice to Billing@CFXway.com. The invoice shall include the CFX contract number, and a breakdown of the work performed by the Contractor to verify the amount being requested for payment.

2.3 Section 32 – Certificates of Insurance, Central Florida Expressway Authority shall be the Additional Insured for the entire length of the Contract.

3. PUBLIC RECORDS RETENTION

Pursuant to Section 119.0701(2), Florida Statutes, Contractor acknowledges that CFX is a body politic and corporate, an agency of the State of Florida, and is subject to the Public Records Act codified in Chapter 119, Florida Statutes. To the extent that the Contractor is in the possession of documents fall within the definition of public records subject to the Public Records Act, which public records have not yet been delivered to CFX, Contractor agrees to comply with Section 119.0701, Florida Statutes, an excerpt of which is below.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 690-5000, Email: PublicRecords@CFXWay.com,

Central Florida Expressway Authority, 4974 ORL Tower Road, Orlando, Florida 32807.

119.0701(2) Contract requirements.

(b) . . . [t]he Contractor shall comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.

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

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

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

119.0701(3) Request for records; noncompliance.

(a) A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

(b) If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

(c) A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.3.18.2 The obligations in Section

3.18.1 shall survive the expiration or termination of this Agreement and continue in full force and effect until all public records are transferred to CFX or the end of the longest applicable retention periods.

4. SERVICES TO BE PROVIDED

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

CFX shall have the right to terminate or suspend the Contract, in whole or in part, at any time with 15 days notice for convenience or 30 days with cure notice for cause for CONTRACTOR's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by CFX (with or without cause) constitute a default by CFX. In the event of a termination for convenience or without cause, CFX shall notify CONTRACTOR (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth hereinabove. CONTRACTOR will be paid for all work performed prior to termination and any reasonable, documented, direct, normal, and ordinary termination expenses. CONTRACTOR will not be paid for special, indirect, consequential, or undocumented termination expenses. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for cause.

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

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

Upon declaration of default and termination of the Contract, CFX will have the right to appropriate or use any or all materials as CFX determines and may retain others for the completion of the work under the Contract or may use other methods which in the opinion of CFX are required for Contract completion. All costs and charges incurred by CFX because of, or related to, the CONTRACTOR's default (including the costs of completing Contract performance) shall be charged against the CONTRACTOR. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the CONTRACTOR shall pay CFX the amount of the excess. If, after the default notice curative period has expired, but prior to any action by CFX to complete the work under the Contract,

CONTRACTOR demonstrates an intent and ability to cure the default in accordance with CFX's requirements, CFX may, but is not obligated to, permit CONTRACTOR to resume work under the Contract. In such circumstances, any costs of CFX incurred by the delay (or from any reason attributable to the delay) will be deducted from any monies due or which may become due CONTRACTOR under the Contract. Any such costs incurred by CFX which exceed the remaining amount due on the Contract shall be reimbursed to CFX by CONTRACTOR. The financial obligations of this paragraph, as well as any other provision of the Contract which by its nature and context survives the expiration of earlier termination of the Contract, shall survive the expiration or earlier termination of the Contract.

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

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

5. COMPENSATION FOR SERVICES

Compensation shall be in accordance with the terms and conditions of the Pricing Proposal and Region 4 ESC Contract.

6. PUBLIC ENTITY CRIME INFORMATION AND ANTI-DISCRIMINATION STATEMENT.

Pursuant to Section 287.133(2)(a), Florida Statutes, "a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s.287.017 for CATEGORY TWO ($35,000) for a period of 36 months following the date of being placed on the convicted vendor list." Pursuant to Section 287.134(2)(a), Florida Statutes, "an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity."

7. NOTIFICATION of CONVICTION of CRIMES

CONTRACTOR shall notify CFX if any of CONTRACTOR's dedicated management team or

other individuals assigned to CFX shall be convicted of any crime, whether state or federal, or felony or misdemeanor of any degree. Such notification shall be made no later than thirty (30) days after the conviction, regardless of whether such conviction is appealed. CFX reserves the right to require replacement of any individual for any reason with or without cause.

8. CONTRACTOR RESPONSIBILITY

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

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

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

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

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

9. INDEMNITY

To the extent caused by the CONTRACTOR, the CONTRACTOR shall indemnify, defend and hold harmless CFX and all of its respective officers, CONTRACTOR's or employees from actual suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONTRACTOR (its subcontractors, officers, agents or employees) or due to any negligent or intentional act or occurrence of omission or commission or misconduct of the CONTRACTOR (its subcontractors, officers, agents or employees), including without limitation any intentional misappropriation or violation of third party copyright, trademark, patent, trade secret, publicity, or other intellectual property rights or other third party rights of any kind by or arising out of any one or more of the following:

9.1 violation of same by CONTRACTOR, its subcontractors, officers, agents or employees,

9.2 CFX's use or possession of the CONTRACTOR Property or CONTRACTOR Intellectual Property (as defined herein below),

9.3 CFX's full exercise of its rights under any license conveyed to it by CONTRACTOR,

9.4 CONTRACTOR's violation of the confidentiality and security requirements associated with CFX Property and CFX Intellectual Property (as defined herein below),

9.5 CONTRACTOR's failure to include terms in its subcontracts as required by this Contract,

9.6 CONTRACTOR's failure to ensure compliance with the requirements of the Contract by its employees, agents, officers, or subcontractors, or

9.7 CONTRACTOR's breach of any of the warranties or representations contained in this Contract.

CONTRACTOR will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of CFX or any of its officers, agents or employees. Notwithstanding the foregoing, CONTRACTOR's total liability for a breach of contract or warranty shall not exceed the value of this Contract. The parties agree that 1% of the total compensation to the CONTRACTOR for performance of each task authorized under the Contract is the specific consideration from CFX to CONTRACTOR for CONTRACTOR's indemnity and the parties further agree that the 1% is included in the amount negotiated for each authorized task.

10. MEDIA RELEASES

CONTRACTOR shall make no statements, press releases or publicity releases concerning the Contract or its subject matter, or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished under the Contract, or any particulars thereof, including without limitation CFX Property and CFX Intellectual Property, without first notifying CFX and securing its consent in writing.

11. OWNERSHIP OF MATERIALS AND INTELLECTUAL PROPERTY RIGHTS

CFX is and shall be and remain the sole owner of all rights, title, and interest in, to, and associated with all plans, documents, software in all forms, hardware, programs, procedures, specifications, drawings, brochures pamphlets, manuals, flyers, models, photographic or design images, negatives, videos and film, tapes, work product, information, data and other items (all whether in preliminary, draft, master, final, paper, electronic, or other form), along with the media on which they reside and with which they interface for function or aesthetics, that are

generated or developed with respect to and in connection with this Contract and the performance thereof (collectively, the "CFX Property"). CFX's ownership of CFX Property includes without limitation all common law, statutory and other rights, title, and interest in, to, and associated with trademark, service mark, copyright, patent, trade secret, and publicity (collectively, the "CFX Intellectual Property"). CONTRACTOR, its employees, agents, officers, and subcontractors acknowledge that E-PASS® is CFX's registered trademark name for CFX's electronic toll collection system and comprises a portion of CFX Intellectual Property.

CONTRACTOR, its employees, agents, officers, and subcontractors may not use CFX Property or CFX Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of CFX, which may be granted or denied in CFX's sole discretion. CONTRACTOR, its employees, agents, officers, and subcontractors' access to and/or use of CFX Property and CFX Intellectual Property is without any warranty or representation by CFX regarding same.

For all materials listed hereinabove that are not generated or developed under this Contract or performance hereof, but rather are brought in, provided, or installed by CONTRACTOR (collectively, the "CONTRACTOR Property"), and the intellectual property rights associated therewith (collectively, the "CONTRACTOR Intellectual Property"), CONTRACTOR (its employees, officers, agents, and subcontractors, which for purposes of this section shall collectively be referred to as "CONTRACTOR") warrants and represents the following:

11.1 CONTRACTOR was and is the sole owner of all right, title and interest in and to all CONTRACTOR Property and CONTRACTOR Intellectual Property; **OR**

11.2 CONTRACTOR has obtained, and was and is the sole holder of one or more freely assignable, transferable, non-exclusive licenses in and to the CONTRACTOR Property and CONTRACTOR Intellectual Property, as necessary to provide and install the CONTRACTOR Property and/or to assign or grant corresponding to CFX all licenses necessary for the full performance of this Contract; and that the CONTRACTOR is current and will remain current on all royalty payments due and payable under any license where CONTRACTOR is licensee; **AND**

11.3 CONTRACTOR has not conveyed, and will not convey, any assignment, security interest, exclusive license, or other right, title, or interest that would interfere in any way with CFX's use of the CONTRACTOR Property or any license granted to CFX for use of the CONTRACTOR Intellectual Property rights; **AND**

11.4 Subject to Chapter 119, Florida Statutes (Florida Public Records Act), CONTRACTOR shall maintain CFX Property and CFX Intellectual Property in strictest confidence and may not transfer, disclose, duplicate, or otherwise use CFX Property or CFX Intellectual Property in any way, other than in performance of its services under the terms of this Contract, without the prior written consent of CFX, which may be granted or denied in CFX's sole discretion. CONTRACTOR shall not publish, copyright, trademark, service mark, patent, or claim trade secret, publicity, or other rights of any kind in any of the Property. In ensuring the confidentiality and security of CFX Property and CFX Intellectual Property, CONTRACTOR

shall utilize the same standards of protection and confidentiality that CONTRACTOR uses to protect its own property and confidential information, but in no instance less than reasonable care plus the standards set forth anywhere in this Contract.

CONTRACTOR further warrants and represents that there is no pending, threatened, or anticipated Claims against CONTRACTOR, its employees, officers, agents, or subcontractors with respect to the CONTRACTOR Property or CONTRACTOR Intellectual Property.

The provisions of this Section shall survive the term of this Contract for the longer of:

11.5 The statute of limitations on any action arising out of either party's conduct relating to this section, whether such action may be brought by CFX, CONTRACTOR, or a third party; **or**

11.6 CFX's continued use (notwithstanding any temporary suspension of use) of any CONTRACTOR Property or CONTRACTOR Intellectual Property; **and**

11.7 Notwithstanding sections 11.5 and 11.6, the confidentiality and security provisions contained herein shall survive the term of this Contract for ten (10) years beyond 11.5 and 11.6.

12. PERMITS, LICENSES, ETC.

Throughout the term of the Contract, the CONTRACTOR shall procure and maintain, at its sole expense, all permits and licenses that may be required in connection with the performance of Services by CONTRACTOR; shall pay all charges, fees, royalties, and taxes; and shall give all notices necessary and incidental to the due and lawful prosecution of the Services. Copies of required permits and licenses shall be furnished to CFX upon request.

13. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

CONTRACTOR warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Contract, and that CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted.

CONTRACTOR acknowledges that CFX officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with CFX in accordance with CFX's Ethics Policy. To the extent applicable, CONTRACTOR will comply with the aforesaid Ethics Policy in connection with performance of the Contract.

In the performance of the Contract, CONTRACTOR shall comply with all applicable local, state, and federal laws and regulations and obtain all permits necessary to provide the Contract services.

CONTRACTOR covenants and agrees that it and its employees, officers, agents, and subcontractors shall be bound by the standards of conduct provided in Florida Statutes 112.313 as it relates to work performed under this Contract, which standards will be reference be made a part of this Contract as though set forth in full.

14. NONDISCRIMINATION

CONTRACTOR, its employees, officers, agents, and subcontractors shall not discriminate on the grounds of race, color, religion, sex, national origin, or other protected class, in the performance of work or selection of personnel under this Contract.

15. SUBLETTING AND ASSIGNMENT

CFX has selected CONTRACTOR to perform the services based upon characteristics and qualifications of CONTRACTOR and its employees. Therefore, CONTRACTOR shall not sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the CONTRACTOR's right, title, or interest therein without the written consent of CFX, which may be withheld in CFX's sole and absolute discretion. Any attempt by CONTRACTOR to dispose of this Contract as described above, in part or in whole, without CFX's written consent shall be null and void and shall, at CFX's option, constitute a default under the Contract.

If, during the term of the Contract, CONTRACTOR desires to subcontract any portion(s) of the work to a subcontractor that was not disclosed by the CONTRACTOR to CFX at the time that the Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subcontractor, equal or exceed twenty five thousand dollars ($25,000.00), the CONTRACTOR shall first submit a request to CFX Director of Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the Executive Director or her/his designee, no such subcontract shall be executed by the CONTRACTOR until it has been approved by CFX Board. In the event of a designated emergency, the CONTRACTOR may enter into such a subcontract with the prior written approval of the Executive Director or her/his designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by CFX Board at its next regularly scheduled meeting.

16. DISPUTES

All services shall be performed by the CONTRACTOR to the reasonable satisfaction of CFX Executive Director (or her/his delegate), who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Contract, the prosecution and fulfillment of the services described and the character, quality, amount and value thereof. The Executive Director's decision upon all claims, questions and disputes shall be final agency action. Adjustments of compensation and Contract time, because of any major changes in the work that may become necessary or desirable as the work progresses shall be left to the absolute

discretion of the Executive Director (and CFX Board if amendments are required) and supplemental agreement(s) of such nature as required may be entered into by the parties in accordance herewith.

17. PREVAILING PARTY ATTORNEY'S FEES

Subject to the limits and limitations set forth in Section 768.28, Florida Statutes, if any contested claim arises hereunder or relating to the Contract (or CONTRACTOR's work hereunder), and either party engages legal CONTRACTOR, the prevailing party in such dispute, as "prevailing party" is hereinafter defined, shall be entitled to recover reasonable attorneys' fees and costs as defined herein, from the non-prevailing party.

In order for CONTRACTOR to be the prevailing party, CONTRACTOR must receive an adjusted judgment or adjusted award equal to at least eighty percent (80%) of its contested claims filed with CFX, failing which CFX will be deemed the prevailing party for purposes of this Contract.

Should this section be judged void, unenforceable or illegal, in whole or in substantial part, by a court of competent jurisdiction, this section shall be void in its entirety and each party shall bear its own attorneys' fees and costs.

18. OTHER SEVERABILITY

If any section of this Contract be judged void, unenforceable or illegal, then the illegal provision shall be, if at all possible, interpreted or re-drafted into a valid, enforceable, legal provision as close to the parties' original intention, and the remaining portions of the Contract shall remain in full force and effect and shall be enforced and interpreted as closely as possible to the parties' intention for the whole of the Contract.

19. GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of Florida. Venue of any legal or administrative proceedings arising out of this Contract shall be exclusively in Orange County, Florida.

In consideration of the foregoing premises, CFX agrees to pay CONTRACTOR for work performed and materials furnished at the prices submitted with the Price Proposal.

20. RELATIONSHIPS

CONTRACTOR acknowledges that no employment relationship exists between CFX and CONTRACTOR or CONTRACTOR's employees. CONTRACTOR shall be responsible for all direction and control of its employees and payment of all wages and salaries and other amounts due its employees. CONTRACTOR shall be responsible for all reports and obligations

respecting such employees, including without limitation social security tax and income tax withholding, unemployment compensation, workers compensation, and employment benefits.

CONTRACTOR shall conduct no act or omission that would lead CONTRACTOR's employees or any legal tribunal or regulatory agency to believe or conclude that CONTRACTOR's employees would be employees of CFX.

Any approval by CFX of a subcontract or other matter herein requiring CFX approval for its occurrence shall not be deemed a warranty or endorsement of any kind by CFX of such subcontract, subcontractor, or matter.

21. INTERPRETATION

For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If CONTRACTOR discovers any material discrepancy, deficiency, or ambiguity in this Contract, or is otherwise in doubt as to the meaning of any provision of the Contract, CONTRACTOR may immediately notify CFX and request clarification of CFX's interpretation of the Contract. The Contract, together with and including all exhibits, comprise the entire agreement of the parties and supersedes and nullifies all prior and contemporaneous negotiations, representations, understandings, and agreements, whether written or oral, with respect to the subject matter hereof.

22. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONTRACTOR hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached documentation supporting the compensation are accurate, complete and current as of the date of this Contract. It is further agreed that said price shall be adjusted to exclude any significant sums where CFX shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one year following the date of final billing or acceptance of the work by CFX, whichever is later.

23. SURVIVAL OF EXPIRATION OR TERMINATION

Any clause, sentence, paragraph, or section providing for, discussing or relating to any of the following shall survive the expiration or earlier termination of the Contract:

23.1 Trademarks, service marks, patents, trade secrets, copyrights, publicity, or other intellectual property rights, and terms relating to the ownership, security, protection, or confidentiality thereof; and

23.2 Payment to CONTRACTOR for satisfactory work performed or for termination expenses, if applicable; and

23.3 Prohibition on non-competition agreements of CONTRACTOR's employees with respect to any successor of CONTRACTOR; and

23.4 Obligations upon expiration or termination of the Contract; and

23.5 Any other term or terms of this Contract which by their nature or context necessarily survive the expiration or earlier termination of the Contract for their fulfillment.

24. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

24.1 Immediately upon expiration or termination of this Contract CONTRACTOR shall submit to CFX, upon request, a report containing the last known contact information for each subcontractor or employee of CONTRACTOR who performed work under the Contract; and

24.2 CONTRACTOR shall initiate settlement of all outstanding liabilities and claims, if any, arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of CFX.

25. INSPECTOR GENERAL

CONTRACTOR understands and shall comply with subsection 20.055(5), Florida Statutes, and to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to this section. The undersigned further agrees that any subcontractors and subcontractors to the undersigned participating in the performance of this Contract shall also be bound contractually to this and all applicable Florida statutory requirements.

26. ASSIGNMENT

This Contract may not be assigned without the written consent of CFX.

27. VERIFY

CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the CONTRACTOR during the term of the contract. CONTRACTOR shall require all of its subcontractors to verify the employment eligibility of all new employees hired by the subcontractors during the term of the Agreement.

28. APPROPRIATION OF FUNDS

CFX's performance and obligation to pay under this Contract are contingent upon an annual budget appropriation by its Board. The parties agree that in the event funds are not appropriated,

this Contract may be terminated, which shall be effective upon CFX giving notice to the CONTRACTOR to that effect.

29. COMPANIES PURSUANT TO SECTION 287.135 AND 215.473

CFX may terminate this Contract for breach of contract if the CONTRACTOR:

29.1. submitted a false certification as provided under Florida Statute 287.135(5); or

29.2. been placed on the Scrutinized Companies with Activities in Sudan List; or

29.3. been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or

29.4. been engaged in business operations in Cuba or Syria; or

29.5. found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

30. NOTICE TO THE PARTIES

Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party to whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to wit:

CFX: CENTRAL FLORIDA EXPRESSWAY AUTHORITY (CFX)
4974 ORL Tower Road
Orlando, Florida 32807
ATTN: General Counsel

CENTRAL FLORIDA EXPRESSWAY AUTHORITY (CFX)
4974 ORL Tower Road
Orlando, Florida 32807
ATTN: Director of Maintenance

CONTRACTOR: Convergint Technologies, LLC
6200 Lee Vista Blvd., Suite 700
Orlando, FL. 32822
Phone: 407-734-0347
Attention: Ali Santiago
Ali.santiago@convergint.com

31. ENTIRE CONTRACT

This Contract constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no other agreements between the parties in connection with the subject matter hereof. No waiver, amendment, or modification of these terms hereof will be valid unless in writing, signed by all parties and only to the extent therein set forth.

32. EXHIBITS

This Contract references the exhibits listed below.

1. Region 4 ESC Contract

2. CONTRACTOR proposal dated October 19, 2022

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the authorized signatures named below have caused this instrument to be signed by their respective duly authorized officials, as of the day and year first above written.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams Digitally signed by Aneth Williams Date: 2023.04.26 15:19:23 -04'00'

Aneth Williams, Director of Procurement

CONVERGINT TECHNOLOGIES LLC

By: Andrew P Williams Digitally signed by Andrew P Williams DN: C=US, E=andy.williams@convergint.com, O=Convergint, CN=Andrew P Williams Location: 41 Skyline Drive Suite 1025, Lake Mary FL. 32746 Reason: I am approving this document Contact Info: 407-664-5193 Date: 2023.03.29 16:56:47-04'00'

Signature

Andrew P Williams

Print Name

General Manager

Title

ATTEST: _____ (Seal)

DATE: _____

Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this day of _____, 2022 for its exclusive use and reliance.

By: Laura Newlin Kelly Digitally signed by Laura Newlin Kelly Date: 2023.04.26 14:46:38 -04'00'

Diego "Woody" Rodriguez
General Counsel

EXHIBIT 1

CONVERGINT TECHNOLOGIES
QUOTE: AS00496866P
OCTOBER 19, 2022

convergint

6200 Lee Vista Blvd Suite 700, Orlando, Florida 32822
Phone 4075956047 Mobile 4075956047
ali.santiago@convergint.com

October 19, 2022

CFX - Central Florida Expressway
Headquarters

4974 Orl Tower Rd Orlando, Florida 32807
Attention:

Quotation: AS00496866P
RFP#:

OMNIA PARTNERS
License/Cert #R220702

Reference: CFX Security Systems Maintenance 2023-2026

OMNIA PARTNERS #R220702 2023-2026

On behalf of Convergint's global network of colleagues, I would like to personally thank you for providing Convergint with the opportunity to present this proposal addressing your electronic security needs. We are confident that this proven solution is both comprehensive and customized to meet your needs today, and in the future.

Convergint's reputation for service excellence is backed by a foundational commitment to our core value of service, and we have been recognized as the #1 Systems Integrator by SDM Magazine. This recognition reflects the strong relationships Convergint has developed with the industry's top technology manufacturers, and our history of success with providing exceptional service to our customers.

Our guiding principle has always been to be our customers' best service provider. Our dedicated and certified team of professionals strives to uphold our customer-focused, service-based mission to make a daily difference for our customers. After achieving a successful on-time and on-budget project installation, Convergint will provide you with the industry's best ongoing service, including our 24/7 customer portal iCare, designed to track service work orders, project progress, and provide you with detailed metric reporting for continuous improvement.

The following security proposal is specifically designed to meet your needs. As your single point of contact, please feel free to contact me with any additional questions you may have. Thank you again for trusting Convergint as your partner.



convergint

Omnia Partners Contract #R220702 Renewal 2023-2025 @ $150,000 per year for a 3-year term = $450,000 budgeted cost for the 3 years.

- Convergint will provide services for the Central Florida Expressway to support the existing access control, video, and Intrusion systems in accordance with the Omnia Partners Purchasing Contract #R220702.
- All labor rates and material cost have been established in the Omnia Partners catalog. **Contract # R220702**.
- Services for installation and service will include all existing and new CFX locations.
- Each installation and work order will be billed on an individual basis.
- Intrusion monitoring will be billed on an annual basis. Intrusion systems will need to be migrated to Rapid Response monitoring center by 2023. Programming for the migration will be done on a time and material basis.
- Preventative maintenance is recommended to confirm proper functionality of the systems and will be one on a time and material basis.
- Cyber Security and device hardening is **Strongly** recommended on all IP devices.
- Convergint will provide a path to upgrade any end-of-life equipment that is no longer supported by the manufacturers or may be a cyber threat (not upgradeable).

- **Omnia Contract R220702 Labor Rates**

NOTE: For all standard or emergency service calls, there will be a minimum 4 hour charge applied. Mileage charge is included up to 50 miles from the point of dispatch. Mileage in excess of 50 miles from point of dispatch will be Charged at $.50 per mile.
NOTE: Labor rate escalation to support survivability clause. Escalation rate will be 3% per year for labor rates.

EXHIBIT 2

REGION 4 EDUCATION SERVICE CENTER
CONTRACT #R220702

Region 4 Education Service Center (ESC)

Contract # R220702

for

Facility Technology Integration & Security System Services

with

Convergint Technologies LLC

Effective: April 1, 2022

The following documents comprise the executed contract between the Region 4 Education Service Center and Convergint Technologies LLC, effective April 1, 2022:

I. Vendor Contract and Signature Form
II. Supplier's Response to the RFP, incorporated by reference

CONTRACT

This Contract ("Contract") is made as of April 1, 2022 by and between Convergint Technologies LLC ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Facility Technology Integration & Security System Services ("the products and services").

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number R22-07 for Facility Technology Integration & Security System Services ("RFP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

1) Term of agreement. The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.

   The anticipated full term of the contract is five (5) years. The Contractor shall have the right to enter local "service" agreements with Participating Public Agencies accessing the contract through OMNIA Partners, so long as the effective date of such agreement is prior to the expiration of the Contract. All local agreements may have a full potential term (any

combination of initial and renewal periods) not to exceed five years. Any tasks or project agreements executed against this Master Agreement during the effective term may survive beyond the expiration of the Master Agreement as established and agreed to by both parties.

2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).

4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:

   i. This Contract
   ii. Offeror's Best and Final Offer
   iii. Offeror's proposal
   iv. RFP and any addenda

5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.

6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).

8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.

9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.

10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

11) TERMINATION OF CONTRACT

   a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to

failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

i. Providing material that does not meet the specifications of the Contract;
ii. Providing work or material was not awarded under the Contract;
iii. Failing to adequately perform the services set forth in the scope of work and specifications;
iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.

d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied

with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.

14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.

16) Payments. The entity using the contract will make payments directly to the awarded Contractor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and within 30 days of receipt of a properly completed invoice.

17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing. NO FURTHER WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS CONTRACT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.

24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.

29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.

30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.

31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.

32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.

33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

CONSENT AGENDA ITEM #19

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*
Director of Supplier Management

DATE: January 22, 2026

SUBJECT: Approval of First Contract Renewal with Buena Vista Security and Protection Agency, LLC d/b/a Vista Security International for Armed Security Guard Services
Contract No. SCON-10000378

Board approval of the first renewal for the above referenced contract with Buena Vista Security and Protection Agency, LLC d/b/a Vista Security International in the amount of $450,000.00 for one year, beginning on May 1, 2026 and ending April 30, 2027 is requested. The original contract was for five months with renewal options.

The work to be performed includes providing armed security guard services.

Original Contract	$ 475,000.00
First Renewal	$ 450,000.00
Total	$ 925,000.00

This contract is included in the OM&A Budget.

Reviewed by:

Don Budnovich, PE
Director of Capital Project Maintenance

Glenn Pressimone, PE
Chief of Infrastructure

RENEWAL NO. 1

to

CONTRACT NO. SCON-10000378

between

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

and

BUENA VISTA SECURITY AND PROTECTION AGENCY, LLC D/B/A VISTA SECURITY INTERNATIONAL

THIS RENEWAL AGREEMENT (**"Renewal"**) is made and entered into between **Central Florida Expressway Authority** (**"CFX"**) and **Buena Vista Security and Protection Agency, LLC d/b/a Vista Security International** (**"Contractor"**) for good and valuable consideration, the sufficiency of which is hereby mutually acknowledged. CFX and Contractor may be referenced individually as a **"Party"** or collectively as the **"Parties."**

A. **Renewal of Agreement.** The Parties hereto agree as follows:

(1) The agreement between the Parties identified as **Contract No. SCON-10000378**, inclusive of any existing prior amendments, supplemental agreements, renewals, and/or extensions thereto (collectively, the **"Agreement"**) is hereby renewed by extension of the Agreement's term, with such **"Renewal Term"** beginning on **05/01/2026** and expiring on **04/30/2027**.

(2) This Renewal shall extend the applicability of the Agreement's "Not to Exceed" Contract Amount of **$475,000.00** to include the Renewal Term; however, additional funding for the Renewal Term, if any, shall be limited to the amount provided in **Paragraph B: Additional Compensation** below.

B. **Additional Compensation.** The Parties agree to amend the Agreement's "Not to Exceed" Contract Amount as follows:

(select one)

☐ No amendment (**$0.00** increase).

☒ An increase of **$450,000.00**, thereby amending the "Not to Exceed" Contract Amount for the Agreement, inclusive of the Renewal Term, to: **$925,000.00**.

C. **Human Trafficking.** In accordance with Section 787.06(13), Florida Statutes, when a contract is executed, renewed, or extended between a private entity and CFX, such private entity must provide an affidavit signed by an officer or a representative to CFX under penalty of perjury attesting the private entity does not use coercion for labor or services, as defined in Section 787.06(2)(a), Florida Statutes. Such affidavit is hereto attached as **CFX-220: Human Trafficking Affidavit**.

D. **Counterpart and Electronic Signatures.** This Renewal may be executed in multiple counterparts, including by electronic or digital signatures in compliance with Chapter 668, Florida Statutes, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement.

E. **Binding Effect.** To the extent not amended by this Renewal, the Parties hereby reaffirm all terms and conditions in the Agreement, which are hereby incorporated into this Renewal and shall remain in full force and effect. To the extent there is a conflict between the terms of this Renewal and the Agreement, the terms and conditions of this Renewal shall prevail. This Renewal and the Agreement shall together represent the

full agreement between the Parties.

IN WITNESS WHEREOF, effective as of the latter execution date below, the Parties have made and executed this Renewal: CFX, signing by and through its Director of Procurement, authorized to execute the same by Board action on February 12, 2026, and ista Security International signing through its undersigned signatory, duly authorized to execute same.

BUENA VISTA SECURITY AND PROTECTION AGENCY, LLC D/B/A VISTA SECURITY INTERNATIONAL	**CENTRAL FLORIDA EXPRESSWAY AUTHORITY**
By: _____	By: _____
Print Name: _____	Print Name: Zulay Millan
Title: _____	Title: Director of Procurement
Date: _____	Date: _____

ATTEST: _____
Secretary or Notary

MODIFICATION OF CONTRACT

Modification Number:Three (3) Effective Date: 5/1/2026	Contract Number: 24-530 Title: Armed Security Guard Services Effective Date: 3/1/2023
OFFICE OF PROCUREMENT SERVICES Contracting Officer: Bill Ponko, CPPO, CPPB E-mail: bill.ponko@lakecountyfl.gov Telephone Number: 352-343-9489	**CONTRACTOR** Name: Buena Vista Security and Protection Agency, LLC Address: 730 NW 107th Ave. Suite 440 City: Miami, FL 33172 ATTENTION: Luis Gustavo Soto, Chief Operations Officer

INSTRUCTIONS: Contractor to sign Signature Block showing acceptance of this written modification and return to Procurement Services within ten (10) days after receipt. An executed copy will be sent to the Contractor for Contract inclusion.

DESCRIPTION OF MODIFICATION: This contract modification is issued to extend the agreement for two (2) years to expire on 4/30/2028.

CONTRACTOR SIGNATURE BLOCK Signature: Luis Gustavo Soto Print Name: Luis Gustavo Soto Title: COO Date: 01/15/2026 E-mail: LGSoto@vistasecurityservices.com Secondary E-mail: WLopez@vistasecurityservices.com	LAKE COUNTY SIGNATURE BLOCK Signature: Bill Ponko Print Name: Bill Ponko Title: Senior Contracting Officer Date: 01/15/2026

Distribution:
Original – Bid File
Copy – Contractor
Contracting Officer

CONTRACT NO. SCON-10000378
between
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
and
BUENA VISTA SECURITY AND PROTECTION AGENCY, LLC D/B/A VISTA SECURITY INTERNATIONAL
regarding
PIGGYBACK CONTRACT FOR ARMED SECURITY GUARD SERVICES

THIS PIGGYBACK CONTRACT (**"Contract"**) is made and entered into between **CENTRAL FLORIDA EXPRESSWAY AUTHORITY** (**"CFX"**) and **BUENA VISTA SECURITY AND PROTECTION AGENCY, LLC D/B/A VISTA SECURITY INTERNATIONAL** (**"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 **Armed Security Guard Services** from Contractor through the competitively solicited agreement between Contractor and **Lake County, Florida**, entered on or about **04/08/25**, and further identified as **County Contract No. 24-530** (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 **04/31/2026**, unless otherwise terminated by CFX. To the extent that the Underlying Contract is renewed or extended by Contractor and Lake County, Florida, 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 Lake 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 Lake 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, Contractor shall be responsible for contacting the CFX Director of Procurement for further guidance.

(3) The Scope of Services portion of **"Composite Exhibit A"** to the Underlying Contract is hereby stricken in its entirety and replaced in full with the CFX Scope of Services found attached as **"Exhibit A"** to this 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 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 not to exceed amount of **$475,000.00** (**"Not to Exceed Contract Amount"**) in accordance with the Pricing Schedule attached as **Exhibit "B"** to the Underlying Contract.

(2) **Vehicle Compensation.** The Not-to-Exceed Contract Amount includes the following vehicle-related costs:

a. **Vehicle Purchase:** Reimbursement to Contractor in the amount of **$26,840.57** (the **"Vehicle Price"**) for the purchase of a 2026 Chevy Trax (VIN#: KL77LFEP4TC007290), which shall be used exclusively for services performed under this Contract and, if still in service, any subsequent contract between CFX and Contractor.

b. **Depreciation Schedule:** Due to the vehicle's anticipated substantial use for CFX purposes, the parties agree that the vehicle shall be depreciated on a straight-line basis over 60 months (the **"Depreciation Period"**).

c. **Disposition at Contract End:** Upon expiration or termination of this Contract, and at CFX's sole discretion, Contractor shall either:

1. Transfer title of the vehicle to CFX; or

2. Reimburse CFX an amount equal to 1/60th of the Vehicle Price for each month remaining in the Depreciation Period.

d. **Auto Insurance:** CFX shall reimburse Contractor monthly for the actual cost of auto insurance, initially set at $382.75 per month during the initial contract term. This amount shall be adjusted annually based on Contractor-provided documentation of actual

insurance costs.

e. **Maintenance, Wear, and Tear:** CFX shall pay Contractor $175.00 per month during the Depreciation Period to cover general maintenance and wear and tear. If this Contract is extended or followed by a new contract under which the 2026 Chevy Trax remains in service, a new monthly maintenance rate may be negotiated.

f. **Fuel and Tolls:** CFX shall reimburse Contractor on a monthly basis for fuel and toll expenses, based on WEX Fleet Card and E-Pass toll receipts, incurred in connection with mainline plaza security checks.

(3) 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.** 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.

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 Lake County, Florida, 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: 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 CONTRACTOR: Buena Vista Security and Protection Agency, LLC d/b/a Vista Security

International
Attn: Luis Soto
730 NW 107th Ave., Suite 440, Miami, Florida 33172

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 Lake County, Florida, entered on or about 04/08/25, and further identified as County Contract No. 24-530 related to Armed Security Guard 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 October 09, 2025, and Contractor signing through its undersigned signatory, duly authorized to execute same.

BUENA VISTA SECURITY AND PROTECTION AGENCY, LLC D/B/A VISTA SECURITY INTERNATIONAL

By: _____

Print Name: Luis Gustavo Soto

Title: Chief Operating Officer

Date: 10/23/2025

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: Aneth Williams

Print Name: Aneth Williams

Title: Director of Procurement

Date: 10/29/2025

Reviewed for legal form for the exclusive reliance of CFX.

By: _____

Print Name: Cristina T. Berrios

Title: Deputy General Counsel

Date: 09/26/2025

EXHIBIT A
CFX SCOPE OF SERVICES – ARMED SECURITY SERVICES

Section 1. Background

The Contractor shall provide Armed Security Guard Services for various CFX Buildings. Services shall be paid on an hourly rate basis. The Contractor shall provide all labor, management, supervision, supplies, equipment, certifications, uniforms, and associated materials to complete Services described and implied. Armed Security Services shall not be subcontracted.

Section 2. Contractor Requirements

The Contractor shall:

1.1 Possess one of the following licenses as required by the State of Florida and licensed by the Florida Department of Agriculture and Consumer Services. (Reference: https://www.fdacs.gov/Business-Services/Private-Security-Licenses)

(A) Class "B" Security Agency

(B) Class "BB" Security Agency Branch Office

1.2 Provide Services in accordance with Chapter 493, Florida Statutes, regarding private security services.

1.3 Provide armed security guards that possess at a minimum a Class "D" and Class "G" license issued by the Florida Department of Agriculture and Consumer Services. Staff shall be qualified and capable of performing Services as described and implied.

1.4 Ensure all personnel are trained, briefed, and fully qualified to perform assigned duties and responsibilities.

1.5 Be responsible for the supervision and scheduling of staff to properly perform Services as described and implied.

(A) Contractor shall always enforce strict discipline and good order among staff.

Section 3. Staffing Requirements

The Contractor shall hire staff:

1.1 That is well-trained, experienced, alert, interested, and reliable to protect the CFX Staff, property, guests/visitors, and the public.

(A) Assigned Armed Security Guards shall be graduates of a civilian or military certified law enforcement or corrections training facility.

1.2 That will professionally enforce rules and regulations in a professional and courteous manner to ensure a safe and enjoyable atmosphere for staff and guests.

1.3 That shall pass criminal history and background check and not have any misdemeanor, felony convictions, or active injunctions.

1.4 That have passed a background check performed by Contractor to perform Services.

(A) Costs of background checks will be borne by the Contractor.

(B) Contractor may be required to provide proof/documentation of the background checks to CFX.

(C) CFX may require the Contractor to exclude staff based on the background checks outcomes.

1.5 That utilizes a degree of continuity, reliability and familiarization with CFX facilities and personnel.

1.6 That is mentally and physically competent to perform the services required.

1.7 That demonstrates acceptable cleanliness and hygiene.

1.8 That have and maintain an up-to-date certification in Cardiopulmonary Resuscitation (CPR) and First Aid and Automatic External Defibrillator (AED), as provided by a recognized group, such as the American Red Cross or the American Heart Association.

1.9 That is fluent and fully literate in the English language.

(A) Staff shall be able to understand detailed written orders, training instructions, and materials with the ability to compose reports that convey detailed information.

(B) Staff shall be able to communicate coherently and understandably, even in times of stress

(C) Although not required, CFX encourages bi-lingual capabilities.

Section 4. Uniforms

The Contractor shall supply distinctive clean, neat appearing uniforms for staff and require them to be worn while performing the Services:

1.1 Uniforms consist of, but are not limited to class A uniform trousers, class A uniform short sleeve shirts, class A uniform long sleeve shirts, duty boots of oxfords, duty belt, belt keepers, 'hand cuff and case, OC spray and case, double magazine holder, level III holster, an appropriate gun and ammunition considered within the restrictions of Chapter 493-Florida Statutes, level II protective vest, badges, whistles, and nametag.

1.2 Shirts, jackets, and coats shall display the Contactor's name and logo.

1.3 Staff shall wear an identification tag, badge or bar pin displaying name. This tag or bar pin shall be provided by the Contractor.

Section 5. Armed Security Guard Duties

Duties shall include, but are not limited to:

1.1 Report to duty at the designated starting time and do not leave any assigned post, venue or event until properly relieved, or dismissed.

1.2 Be responsive in addressing special requirements requested by the CFX Representative or designee.

1.3 Take the appropriate action for each situation encountered and immediately report all unusual situations to the CFX representative or designee.

(A) A firm, yet non-confrontational, non-threatening and non-combative approach shall be utilized always.

1.4 Ensure doors to the CFX facilities are protected and secured.

1.5 Provide Post Orders for each CFX location for CFX concurrence and Patrol the building in accordance with the agreed upon Post Orders.

1.6 Participate in drills, fire alarms, evacuations, and disaster exercises.

1.7 Keep walkaways, entrances, and exits clear and free of guests, obstructions, and unnecessary items, to include refuse, cigarette butts, etc.

1.8 Disallow the entry of prohibited items,

1.9 Address unruly behaviors in an inconspicuous manner.

1.10 Direct guests to Seats, restrooms, smoking areas, concession areas, and other amenities.

1.11 Assist disabled guests,

1.12 Assist guests in need of medical assistance and/or emergency evacuations.

1.13 Protect Venue property and facilities,

1.14 At no time use derogatory or offensive language, gestures or actions.

1.15 At no time, on or off duty, usurp, misuse, or leverage position to:

(A) Seek autographs, photos, or receive special favor connected with an event.

(B) Take items or property not belonging to them.

(C) Ask for free food, beverage, merchandise, or admission tickets; or

(D) Permit entrance or parking privileges to any person into facility without proper credentials or authorization.

Section 6. Vehicles

Contractor shall, in compliance with Paragraph D of the Contract, procure a 2026 Chevrolet Trax for the patrolling of CFX Toll Plazas throughout the CFX roadway system. The vehicle shall at all times be appropriately insured, used exclusively on this Contract, and kept on CFX property at the end of each shift unless otherwise approved by CFX.

Section 7. Locations and Staffing

1.1 Contractor shall provide staff as follows:

(A) 3 Full-Time Armed Security Guards at the CFX HQ (4974 ORL Tower Road, Orlando, Fl.) to provide coverage from 6:00AM to 9:00PM Monday through Friday.

(B) 1 Part-Time Armed Security Guard at the CFX HQ (4974 ORL Tower Road, Orlando, Fl.) to provide coverage from 7:00AM to 5:00PM on Saturday.

(C) 2 Full-Time Armed Security Guards at the CFX E-Pass Service Center (525 South Magnolia Avenue, Orlando, Fl.) to provide coverage from 7:30AM to 7:00PM Monday through Friday.

(D) 1 Part-Time Armed Security Guard at the CFX E-Pass Service Center (525 South Magnolia Avenue, Orlando, Fl.) to provide coverage from 8:30AM to 2:00PM on Saturday.

(E) 1 Full-Time Armed Security Guard to patrol 14 Mainline Toll Plaza Buildings and the Hiawassee Back-up Data Center.

1.2 CFX may order additional Armed Security Guards for these facilities or others, on an as-needed, on-demand basis at the established hourly rate.

Section 8. Scheduling

The Contractor is responsible for the supervision and scheduling of the appropriate Armed Security Guards to cover the times /shifts required:

1.1 The Full Time Armed Security Guards will work forty (40) hours per week.

1.2 Additional Armed Security Guards may be required to cover the needed operating hours.

1.3 The Armed Security Guards may work staggered shifts as approved by CFX.

1.4 No post shall be unattended. It is the Contractor's responsibility to confirm staff are in place on time.

1.5 If the assigned Armed Security Guard fails to arrive at the designated CFX facility as scheduled, the Contractor shall provide a replacement as soon as possible, not to exceed 4 working hours from the associated initial notice to the Contractor.

1.6 CFX will not pay overtime unless such overtime has been approved in advance, or such overtime is due to a public meeting exceeding the hours scheduled in Section 7 above.

1.7 The following is a list of holidays that are observed by CFX and require no coverage:

(A) New Years Day

(B) Martin Luther King Jr. Day

(C) Memorial Day

(D) Independence Day

(E) Labor Day

(F) Veterans Day

(G) Thanksgiving Day

(H) Christmas Day

*Holidays falling on a Saturday will be on the preceding Friday. Holidays falling on a Sunday will be observed on the following Monday.

Section 9. Invoicing

1.1 Invoicing for services shall be submitted electronically to: Billing@CFXway.com. CFX will have 30 calendar days from receipt of the signed final copy of the invoice to make payment.

1.2 The Invoice shall be detailed and include staff timesheets for the previous month of Service.

LAKE COUNTY, FL
REAL FLORIDA · REAL CLOSE

MODIFICATION OF CONTRACT

Modification Number:One (1) Effective Date: 5/1/2025	Contract Number: 24-530 Title: Armed Security Guard Services Effective Date: 05/01/2025
OFFICE OF PROCUREMENT SERVICES Contracting Officer: Amy Munday E-mail: amy.munday@lakecountyfl.gov Telephone Number: 352-343-9839	**CONTRACTOR** Name: Buena Vista Security and Protection Agency, LLC Address: 730 NW 107th Ave, Suite 440 City: Miami, Florida 33172 ATTENTION: Luis Soto

INSTRUCTIONS: Contractor to sign Signature Block showing acceptance of this written modification and return to Procurement Services within ten (10) days after receipt. An executed copy will be sent to the Contractor for Contract inclusion.

DESCRIPTION OF MODIFICATION: To add one (1) officer during normal operating hours. Monday, Tuesday, Thursday, Friday from 1PM-6PM and Saturday, Sunday 1PM-5PM.

CONTRACTOR SIGNATURE BLOCK	LAKE COUNTY SIGNATURE BLOCK
Signature: Luis Gustavo Soto	Signature: Amy Munday
Print Name: Luis Gustavo Soto	Print Name: Amy Munday
Title: Chief Operations Officer	Title: Contracting Officer II
Date: 05/07/2025	Date: 5.8.25
E-mail: LGSoto@vistasecurityservices.com	
Secondary E-mail:	

Distribution:
Original – Bid File
Copy – Contractor
Contracting Officer

15

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA
OFFICE OF THE COUNTY MANAGER
AGENDA ITEM COVER SHEET

DATE: 03/12/2025
TO: Jennifer Barker, County Manager
THRU:
Wesley Jones, Office Of Facilities Management Director
BY: Amy Munday, Contracting Officer II
SUBJECT: Armed Security Services

MEETING DATE: 4/8/2025
ITEM TYPE: Consent Item
ITEM ID: 34757

RECOMMENDATION/REQUIRED ACTION: Approve

Recommend approval:
1. Of Contract 24-530 for Armed Security Services to Buena Vista Security and Protection Agency, LLC dba Vista Security Services International (Miami, FL - Lakeland office assigned); and
2. To authorize the Office of Procurement Services to execute all supporting documentation.

The estimated annual fiscal impact is $306,500 (expenditure). Annual expenditures will not exceed available funding in the Fiscal Year Budget.

BACKGROUND SUMMARY: The Office of Procurement Services, in coordination with the Office of Facilities Management, issued Request for Proposal (RFP) 24-530 for armed security services at various County facilities. The solicitation allows replacement of expiring contracts 19-0204 and provides for an initial one-year term with two additional two-year terms available.

Proposals were received from twenty-three vendors as shown on the attached Respondent List. Evaluation of responses was conducted via formal Selection Committee (SC) procedures. The SC shortlisted to eight vendors as reflected in the attached SC Shortlisting Minutes. The SC interviewed the shortlisted vendors as reflected in the attached SC Interview Recap Minutes. Based on the County's needs and in its best interests, the SC recommends awarding Contract 24-530 to the highest ranked vendor: Buena Vista Security and Protection Agency, LLC dba Vista Security Services International.

Fiscal Impact: $306,500 (expenditure)
Account No.:

Fund Name	Fund Number	Org Code	Object Code	Project Number	Amount
GENERAL	0010	0851110	830340		$306,500.00

Advertised Date: Paper:

Attachments:

1.	24-530 Respondent List

2.	24-530 SC Shortlisting Minutes - Meeting1
3.	24-530 SC Interview Recap Minutes - Meeting 2
4.	24-530 Contract

STAFF APPROVALS AND DATES:

Amy Munday	Created/Initiated - 3/12/2025
Ron Falanga	Approved - 3/12/2025
Wesley Jones	Approved - 3/12/2025
Terrie Young	Approved - 3/12/2025
Miranda Lanoue	Approved - 3/12/2025
Sandy Beckett	Approved - 3/12/2025
Fred Schneider	Approved - 3/12/2025
Alexis Clark	Approved - 3/12/2025
Kandace Pourbaix	Approved - 3/12/2025
Allison Teslia	Approved - 3/12/2025
Melanie Marsh	Approved - 3/12/2025
Jennifer Barker	Approved - 3/12/2025
Karen Snodgrass	Final Approval - 3/28/2025

ACTION TAKEN BY BOARD:

Action: New

Continued/Deferred Until:

Other:

AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA, AND
BUENA VISTA SECURITY AND PROTECTION AGENCY, LLC,
D/B/A VISTA SECURITY SERVICES INTERNATIONAL, FOR
ARMED SECURITY GUARD SERVICES

RFP # 24-530

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida (the COUNTY), by and through its Board of County Commissioners, and Buena Vista Security and Protection Agency, LLC, a Florida Limited Liability Company, d/b/a Vista Security Services International, its successors and/or assigns (the CONTRACTOR), (each a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, the COUNTY publicly submitted a Request for Proposal (RFP) #24-530 seeking firms or individuals qualified to provide armed security services for various Lake County buildings; and

WHEREAS, the CONTRACTOR desires to perform such services subject to the terms of this Agreement; and

WHEREAS, the provision of such services will benefit the parties and the residents of Lake County, Florida.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants, and payment set forth in this Agreement, and intending to be legally bound, the parties hereby agree as follows:

ARTICLE 1. LEGAL FINDINGS.

1.1 Legal Findings of Fact. The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed as being true and correct and are hereby made a specific part of this Agreement upon adoption hereof.

ARTICLE 2. PURPOSE

2.1 Purpose. The purpose of this Agreement is for the CONTRACTOR to provide armed security guard services for various Lake County Buildings ("the Service") for the COUNTY described in the Scope of Services, as modified or clarified by any addendums, along with CONTRACTOR'S Submittal Form and Proposed Solution, attached hereto and incorporated herein as **Exhibit A (Composite)**. This is an indefinite quantity contract with no guarantee of a volume of services or expenditure.

ARTICLE 3. SCOPE OF SERVICES

3.1 Scope. On the terms and conditions set forth in this Agreement, the COUNTY hereby engages the CONTRACTOR to provide all labor, materials, and equipment to complete the Service, as more specifically described in **Exhibit A (Composite)**. The Service shall be paid on an hourly rate basis. CONTRACTOR shall provide all labor, management, supervision, supplies, equipment, certifications, uniforms, and

associated materials to complete Services described and implied herein. CONTRACTOR is prohibited from subcontracting Services provided herein. It is understood that the Scope of Services may be modified by change order as the Service progresses, but to be effective and binding, any such change order must be in writing, executed by the Parties, and in accordance with the COUNTY'S Purchasing Policies and Procedures. A copy of these policies and procedures will be made available to the CONTRACTOR upon request.

3.2 Effective Date and Term.

A. This Agreement will become effective upon the first day of the next calendar month after approval by the Parties (the "Effective Date"). This Agreement will remain in effect for one (1) year from the Effective Date with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon written mutual agreement of the Parties. CONTRACTOR shall maintain, for the entirety of the stated additional period(s), if any, the same prices, terms, and conditions included within this Agreement. The COUNTY reserves the right to negotiate for additional services/items similar in nature not known at the time of solicitation.

B. Continuation of this Agreement beyond the initial period is a prerogative of the COUNTY and not a right of CONTRACTOR. This prerogative may be exercised only when such continuation is in the best interest of the COUNTY. The COUNTY reserves the right to reject any written price adjustments submitted by the CONTRACTOR and/or to not exercise any otherwise available option period based on such price adjustments. When necessary, CONTRACTOR shall coordinate and work with any other contractors retained by the COUNTY. The CONTRACTOR acknowledges that nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONTRACTOR or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

C. Contract Extension. The County has the unilateral option to extend this Agreement for up to ninety (90) calendar days beyond the current Agreement term. In such event, the COUNTY will notify the CONTRACTOR in writing of such extensions. The Agreement may be extended beyond the initial ninety (90) day extension upon mutual agreement between the COUNTY and the CONTRACTOR.

ARTICLE 4. PAYMENT

4.1 Pricing. Payment shall be made in accordance with the Pricing Schedule, as attached in **Exhibit B**. This is an indefinite quantity contract with no guarantee services will be required. There is no guaranteed minimum or maximum dollar amount or volume to be expended. A copy of the COUNTY'S Purchasing Policy and Procedures shall be made available to the CONTRACTOR upon request. **CONTRACTOR shall not exceed forty (40) hours per week of billable hours per individual without prior written approval from the COUNTY or unless a public meeting lasts longer than scheduled.**

4.2 Invoicing.

A. CONTRACTOR will submit accurate, itemized invoices to the COUNTY by the tenth of each month for the previous month reflecting hours actually incurred in providing services to COUNTY under this Agreement.

B. Invoices shall be detailed and include staff time sheets for the services invoiced. All invoices must contain the contract or purchase order number, date, and location of delivery of service.

C. In no case will the COUNTY be liable for billings in excess of the quantity of goods or services provided this Agreement.

4.3 The COUNTY will make payment on all invoices in accordance with the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Failure to submit invoices in the prescribed manner will delay payment and CONTRACTOR may be considered in default and this Agreement may be terminated. COUNTY will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within thirty (30) days after the due date. CONTRACTOR must invoice COUNTY for any interest accrued in order to receive the interest payment.

4.4 COUNTY shall reimburse CONTRACTOR for required services timely submitted, approved, and accepted by COUNTY in accordance with the terms of this Agreement. Other than the fees and rates set forth in **Exhibit B**, CONTRACTOR shall not be entitled to payment for any expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder.

4.5 Improper Payment Requests and Invoice Disputes. Improper payment requests or invoices submitted by the CONTRACTOR shall be resolved as provided for in the Florida Local Government Prompt Payment Act, Section 218.76, Florida Statutes.

4.6 Grant Funding. In the event any part of this Agreement is to be funded by federal, state, or other local agency monies, CONTRACTOR agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. CONTRACTOR is advised that payments under this Agreement may be withheld pending completion and submission of all required forms and documents required of CONTRACTOR pursuant to the grant funding requirements. A copy of the requirements will be supplied to CONTRACTOR by the COUNTY upon request.

ARTICLE 5. COUNTY RESPONSIBILITIES

5.1 The COUNTY shall pay in accordance with the provisions set forth in this Agreement.

5.2 The COUNTY retains the right to inspect all work to verify compliance with the contract documents.

ARTICLE 6. SPECIAL TERMS AND CONDITIONS

6.1 Qualifications. CONTRACTOR shall during the entire duration and renewal(s) of this Agreement shall be registered with the State of Florida and have obtained at least the minimum thresholds of education and professional experience required to perform the services required under this Agreement. CONTRACTOR shall be registered with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes.

6.2 Licenses and Permits. CONTRACTOR will be solely responsible for obtaining all necessary approvals and permits to complete the Service, unless specifically agreed otherwise in the Scope of

Services. The CONTRACTOR and CONTRACTOR'S employees assigned to the Service shall remain appropriately licensed throughout the course of the Service. Failure to maintain all required licenses will entitle the COUNTY, at its option, to terminate this Agreement. Damages, penalties, or fines imposed on the COUNTY or CONTRACTOR for failure to obtain required licenses, permits, inspections, or other fees, or inspections, will be borne by the CONTRACTOR. CONTRACTOR must notify COUNTY in writing within one (1) day of its becoming aware of loss of required licensure by it or its employees required under this Agreement. CONTRACTOR shall promptly arrange for replacement coverage

6.3 Contractor Personnel

A. CONTRACTOR and CONTRACTOR's personnel assigned to provide services under this Agreement must be properly trained and licensed as required by the Scope of Services, attached as **Exhibit A**; Chapter 493, Florida Statues; and Chapter 5N-1, F.A.C, and fully comply with the provisions therein. CONTRACTOR personnel assigned to provide services under this Agreement must possess and maintain a current Class "D" Security Officer License and Class "G" Statewide Firearm License.

B. CONTRACTOR will be responsible for providing that all personnel are competent, experienced, and reliable. All personnel must have sufficient skill and experience to perform their assigned task(s) properly and satisfactorily, to operate any equipment involved, and will make due and proper effort to execute the work in the manner prescribed in the Agreement documents. When the COUNTY determines that any person is incompetent, unfaithful, intemperate, disorderly, or insubordinate, such person will be immediately discharged from the Service and will not again be employed on the Service without the written consent of the COUNTY. Should the CONTRACTOR fail to remove such person or persons, the COUNTY may withhold all payments which are or may become due in connection with the Services subject to the removal or may suspend the Services with approval of the COUNTY until such orders are complied with.

C. No alcoholic beverages or drugs are permitted on any COUNTY properties. Evidence of alcoholic beverages or drug use by an individual will result in immediate termination from the job site.

D. E-Verify. CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons hired by CONTRACTOR during the term of this Agreement. CONTRACTOR shall include in all contracts with subcontractors performing work pursuant to any contract arising from this Agreement an express requirement that the subcontractors utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new employees hired by the subcontractors during the term of the Agreement.

E. Dress Code & Identification. CONTRACTOR shall ensure that dress code and identification requirements detailed in **Exhibit A** are adhered to in performance of this Agreement.

F. Personnel List. CONTRACTOR shall provide COUNTY with a list of CONTRACTOR personnel assigned for duty under this Agreement and shall provide proof of current licensure and training upon request. CONTRACTOR shall notify the COUNTY within twenty-four (24) hours of any change in personnel assigned for service under this Agreement and provide an updated list to the COUNTY's Project Manager.

6.4 Termination.

A. Termination for Convenience. This Agreement may be terminated by the COUNTY upon thirty (30) days advance written notice to the other party; but if any service under this Agreement is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the COUNTY until said service is completed and accepted. In the event this Agreement is terminated or cancelled upon the request and for the convenience of the COUNTY with the required thirty (30) day advance written notice, COUNTY shall reimburse CONTRACTOR for actual work satisfactorily completed and reasonable expenses incurred. Upon receipt of such notice, the Contractor shall not incur any additional costs under the Agreement. The County will be liable only for reasonable costs incurred by the Contractor prior to notice of termination. The County will be the sole judge of "reasonable costs."

B. Termination for Cause. This Agreement may be terminated by the COUNTY, in whole or in part or affect other appropriate remedy, due to the CONTRACTOR'S breach of a material term of this Agreement, but only after the COUNTY has provided CONTRACTOR with ten (10) calendar days' written notice for the CONTRACTOR to cure the breach and the CONTRACTOR'S failure to cure the breach within that ten (10) day time period; but, if any work, service, or task under this Agreement is in progress but not completed on the date of termination, then this Agreement may be extended upon written approval of the COUNTY until the work, service, or task is completed and accepted. Termination costs, if any, shall not apply. The thirty (30) day advance notice requirement is waived in the event of termination for cause. The County further reserves the right to suspend or debar the Contractor in accordance with the County's ordinances, resolutions and administrative orders.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled, and CONTRACTOR shall be reimbursed for services satisfactorily performed and the reasonable value of any non-recurring costs incurred but not amortized in the price of the services delivered under this Agreement.

6.5 Assignment of Agreement. This Agreement shall not be assigned or sublet except with the prior written consent of the Lake County Procurement Services Director. No such consent shall be construed as making the COUNTY a party to the assignment or subcontract or subjecting the COUNTY to liability of any kind to any assignee or subcontractor. No assignment or subcontract shall under any circumstances relieve CONTRACTOR of liability and obligations under this Agreement and all transactions with the COUNTY must be through CONTRACTOR. In the event CONTRACTOR is acquired in whole or in part by another entity, including any takeovers effectuated by a stock buyout, or similar acquisition process, CONTRACTOR shall notify the COUNTY immediately, and in no case more than thirty (30) days after to the effective date of the acquisition. The COUNTY shall have the option of terminating this Agreement in the event the acquiring entity does not meet with the COUNTY'S approval. Any acquisition or hostile takeover may result in termination of this Agreement for cause. Any acquisition or hostile takeover may result in termination of this Agreement for cause. Failure to submit timely notification to the COUNTY may result in a material breach of this Agreement and termination by the COUNTY or assessment of a processing fee.

6.6 Insurance.

A. CONTRACTOR will purchase and maintain at all times during the term of this Agreement, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONTRACTOR under the terms and provisions of this Agreement. An original certificate of insurance, indicating that CONTRACTOR has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to contract execution or before any work begins. It will be furnished by CONTRACTOR to the COUNTY'S Project Manager and Procurement Services Director within five (5) working days of such request.

The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONTRACTOR in accordance with the following minimum limits:

1. General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

   Each Occurrence/General Aggregate ..... $4,000,000/$4,000,000
   Products-Completed Operations $2,000,000
   Personal & Adv. Injury $1,000,000
   Fire Damage..... $50,000
   Medical Expense $5,000
   Contractual Liability ..... Included

2. Automobile liability insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of $1,000,000

3. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.).

4. Employers Liability with the following minimum limits and coverage:

   Each Accident..... $1,000,000
   Disease-Each Employer $1,000,000
   Disease-Policy Limit..... $1,000,000

5. Professional liability / Errors and Omissions specialty insurance, with minimum limits of $1,000,000 and annual aggregate of $2,000,000.

B. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be named as additional insured as their interest may appear all applicable policies.

Certificates of insurance must identify the RFP number in the Description of Operations section on the Certificate.

C. CONTRACTOR must provide a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance.

D. Certificates of insurance must evidence a waiver of subrogation in favor of the COUNTY, that coverage must be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the COUNTY.

E. CONTRACTOR must provide a copy of all policy endorsements, reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. **A certificate of insurance (COI) will not be accepted in lieu of the policy endorsements.**

F. Certificate holder must be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

G. All self-insured retentions will appear on the certificates and will be subject to approval by the COUNTY. At the option of the COUNTY, the insurer will reduce or eliminate such self-insured retentions; or CONTRACTOR will be required to procure a bond guaranteeing payment of losses and related claims expenses.

H. The COUNTY will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of the CONTRACTOR or subcontractor providing such insurance.

I. CONTRACTOR will be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONTRACTOR'S requirements.

J. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

K. Neither approval by the COUNTY of any insurance supplied by CONTRACTOR, nor a failure to disapprove that insurance, will relieve CONTRACTOR of full responsibility of liability, damages, and accidents as set forth herein.

6.4 Indemnity. To the extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the COUNTY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the COUNTY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings

of any kind or nature arising out of, relating to or resulting from the performance of the Agreement by the CONTRACTOR or its employees, agents, servants, partners, principals or subcontractors. The CONTRACTOR shall pay all claims and losses in connection with those claims and losses, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the COUNTY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may be incurred. The CONTRACTOR expressly understands and agrees that any insurance protection required by the Contract or otherwise provided by the CONTRACTOR will in no way limit the responsibility to indemnify, keep and hold harmless and defend the COUNTY or its officers, employees, agents, and instrumentalities as provided in this Agreement. This indemnification obligation shall not be construed to negate, abridge, or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph or be deemed to affect the rights, privileges, and immunities of COUNTY as set forth in Section 768.28, Florida Statutes.

6.5 Independent Contractor. The CONTRACTOR, and all its employees, agree that they will be acting as independent contractors and will not be considered or deemed to be an agent, employee, joint venturer, or partner of the COUNTY. The CONTRACTOR will have no authority to contract for or bind the COUNTY in any manner and shall not represent itself as an agent of the COUNTY or as otherwise authorized to act for or on behalf of the COUNTY. Additionally, the CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon on resulting from the award or making of this Agreement.

6.6 Retaining Other Contractors. Nothing in this Agreement will be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONTRACTOR or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

6.7 Contractor as Prime. CONTRACTOR shall act as the prime contractor for all required items and services and shall assume full responsibility for the procurement and maintenance of such items and services. CONTRACTOR shall be considered the sole point of contact regarding all stipulations, including payment of all charges and meeting all requirements of this Agreement. Any and all subcontractors will be subject to advance review by the COUNTY in terms of competency, security concerns, and compliance with applicable laws. No change in subcontractors shall be made without consent of the COUNTY. CONTRACTOR shall be responsible for all insurance, professional certifications, licenses and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the COUNTY may require the CONTRACTOR to provide any insurance certificates required by the work to be performed.

6.8 Subcontracting. Unless otherwise stipulated in this Agreement, the CONTRACTOR shall not subcontract any portion of the work without the prior written consent of the COUNTY. Subcontracting without the prior consent of the COUNTY may result in termination of the Agreement for default.

6.9 Shipping. The FOB point for any product ordered under this Agreement will be FOB Destination – Inside Delivery, FREIGHT ALLOWED.

6.10 Return of Materials. Upon the request of the COUNTY, but in any event upon termination of this Agreement, the CONTRACTOR shall surrender to the COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services under this Agreement, that were furnished to the CONTRACTOR by the COUNTY pursuant to this Agreement.

6.11 Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a CONTRACTOR, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

6.12 Florida Convicted/Suspended Vendor Lists. By executing this Agreement CONTRACTOR affirms that it is not currently listed on the Florida Department of Management Services Convicted Vendor (Section 287.133, Florida Statutes) or Suspended Vendor (Section 287.1351, Florida Statutes) Lists.

6.13 Discriminatory Vendor List (State funded projects). As provided by Section 287.134, Florida Statutes, a contractor 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. By entering into this Agreement, CONTRACTOR affirms that CONTRACTOR is not on the Discriminatory Vendor List and will ensure that any subcontractors retained for performance under this Agreement are not listed on the Discriminatory Vendor List.

6.14 Antitrust Violator Vendor List (State funded projects). As provided by Section 287.137, Florida Statutes, a contractor who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering into this Agreement, CONTRACTOR affirms that CONTRACTOR is not on the Antitrust Violator Vendor List and will ensure that any subcontractors retained for performance under this Agreement are not listed on the Antitrust Violator Vendor List.

6.15 Preference to state residents (State funded projects). As provided for in Section 255.099, Florida Statutes, if the Project/Service assigned to CONTRACTOR is being supported in whole or in part by State funding, CONTRACTOR shall give preference to the employment of state residents in the performance of the work on the Project/Service if state residents have substantially equal qualification to those of non-residents. If CONTRACTOR is required to employ state residents, CONTRACTOR shall contact the Department of Commerce to post CONTRACTOR'S employment needs in the state's job system. However, in work involving the expenditure of federal aid funds, this section may not be enforced in such a manner as to conflict with or be contrary to federal law prescribing a labor preference to honorably

discharged soldiers, sailors, or marines, or prohibiting as unlawful any other preference or discrimination among the citizens of the United States.

6.16 Foreign gifts and contracts. Pursuant to Section 286.101, Florida Statutes, CONTRACTOR shall disclose to the COUNTY any current or prior interest of, any contract with, or any grant or gift received by a foreign country of concern if such interest, contract, or grant or gift (1) had a value of $50,000 or more and (2) such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years. Foreign country of concern is defined in Section 286.101(1)(b), Florida Statutes, as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such foreign country of concern. CONTRACTOR'S disclosure must include the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant of gift, and the name of the agent or controlled entity that is the source or interest holder. The COUNTY may request records relevant to a reasonable suspicion that a disclosure has not been made and the CONTRACTOR shall provide the required records within thirty (30) days of the COUNTY making such request, or at a later time as agreed to by the Parties.

6.17 Contracting with foreign entities of concern. Pursuant to Section 287.138, Florida Statutes, for contracts where CONTRACTOR may have access to personal identifying information, CONTRACTOR certifies to the COUNTY by submitting its bid that (1) CONTRACTOR is not owned by a government of a foreign country of concern; (2) a government of a foreign country of concern does not have a controlling interest in CONTRACTOR; and (3) CONTRACTOR is not organized under the law of nor has its principal place of business in a foreign country of concern. For the purposes of this section, foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes.

6.18 Social, political, or ideological interests. Per Section 287.05701, Florida Statutes, the COUNTY will not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

6.19 Compliance with Human Trafficking Laws. Per Section 787.06, Florida Statutes, the Florida Legislature has enacted laws to prevent and prosecute human trafficking. CONTRACTOR agrees to comply with laws related to human trafficking and shall provide the COUNTY with a signed affidavit, attached hereto as **Exhibit C,** affirming compliance with human trafficking laws prior to the start of work under this Agreement.

6.20 Conflict of Interest. CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement, or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. Further, CONTRACTOR hereby certifies that no officer, agent, or employee of the COUNTY has any material interest either directly or indirectly in the business of the CONTRACTOR conducted here and that no such person may have any such interest at any time during the term of this Agreement unless approved by the COUNTY.

6.21 Certification Regarding Scrutinized Companies: By executing this Agreement, CONTRACTOR hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. CONTRACTOR understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. CONTRACTOR further understands that any contract with the COUNTY for goods or services may be terminated at the option of the COUNTY if the CONTRACTOR is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel.

CONTRACTOR, by entering this Agreement, hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel, and is not engaged in business operations in Cuba or Syria. CONTRACTOR understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The CONTRACTOR further understands that any contract with the County for goods or services of $1 million or more may be terminated at the option of the COUNTY if the CONTRACTOR is found to have submitted a false certification or has been listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Sudan List, is listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

6.22 Anti-Trafficking Related Activities. The U.S. Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities listed below. These prohibitions specifically apply to some federally funded contracts and prohibit CONTRACTOR, CONTRACTOR employees, and their agents from:

A. Engaging in severe forms of trafficking in persons during the period of performance of the contract;

B. Procuring commercial sex acts during the period of performance of the contract;

C. Using forced labor in the performance of the contract;

D. Destroying, concealing, confiscating, or otherwise denying access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;

E. Using misleading or fraudulent practices during the recruitment of employees;

F. Charging employees or potential employees recruitment fees;

G. Failing to provide return transportation or paying for the cost of return transportation upon the end of employment for certain employees;

H. Providing or arrange housing that fails to meet the host country housing and safety standards; or

I. Failing to provide an employment contract, recruitment agreement, or other required work documents in writing, as required by law or contract.

6.23 Prohibition against contingent fees. CONTRACTOR, by entering this Agreement, warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any consideration contingent upon or resulting from the award or making of this Agreement.

6.24 Non-Collusion. CONTRACTOR, by entering into this Agreement, further certifies that the offer made during the solicitation process, the prices provided to the COUNTY were arrived at independently, without collusion, communication, or agreement, for the purpose of restricting competition with any other consultant, bidder, or potential bidder, and in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid. No attempts were made to solicit, cause, or introduce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid. Should the COUNTY, at any time during the term of this Agreement, become aware of collusive acts by the CONTRACTOR in submitting their bid, the COUNTY reserves the right to terminate this Agreement without cost or penalty to the COUNTY.

6.25 Accuracy. CONTRACTOR is responsible for the professional quality, technical accuracy, timely completion, and coordination of all the services furnished under this Agreement. CONTRACTOR shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies resulting from the services provided in this Agreement.

6.26 Additional Services. Services not specifically identified in this Agreement may be added to the Agreement upon execution of a written amendment. The COUNTY reserves the right to award any additional services to CONTRACTOR or to acquire the items from another vendor through a separate solicitation.

6.27 Right to Audit. The COUNTY reserves the right to require the CONTRACTOR to submit to an audit by any auditor of the COUNTY'S choosing. The CONTRACTOR shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONTRACTOR shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for five (5) years following expiration of the Agreement, or for such time as set forth in the Florida Department of State, Division of Library and Information Services, General Records Schedule GS1-SL, a copy of which can be found at this link: https://dos.fl.gov/library-archives/records-management/general-records-schedules/, whichever is longer. CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards.

A. If the CONTRACTOR provides technology services, the CONTRACTOR must provide Statement of Standards for Attestations Engagements (SSAE) 16 or 18 and System and Service Organization Control (SOC) reports upon request by the COUNTY. The SOC reports must be full Type II reports that include the CONTRACTOR'S description of control processes, and the independent auditor's

evaluation of the design and operating effectiveness of controls. The cost of the reports will be paid by the CONTRACTOR.

B. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY'S audit must be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments or payments which must be made as a result of any such audit or inspection of the CONTRACTOR'S invoices or records must be made within a reasonable amount of time, but in no event may the time exceed ninety (90) calendar days, from presentation of the COUNTY'S audit findings to the CONTRACTOR.

C. This provision is hereby considered to be included within, and applicable to, any subcontractor contract entered into by the CONTRACTOR in performance of any work under this Agreement.

6.28 Public Records.

A. All electronic files, audio and video recordings, and all papers pertaining to any activity performed by the CONTRACTOR for or on behalf of the COUNTY will be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONTRACTOR'S office or facility. The CONTRACTOR will maintain the files and papers for not less than three complete calendar years after the Service has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of this Agreement, the CONTRACTOR will appoint a records custodian to handle any records request and provide the custodian's name and telephone numbers to the COUNTY.

B. Pursuant to Section 119.0701, Florida Statutes, CONTRACTOR will comply with the Florida Public Records' laws, and will:

1. Keep and maintain public records required by the COUNTY to perform the services identified herein.

2 Upon request from the COUNTY'S custodian of public records, provide the COUNTY 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 for 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 COUNTY.

4. Upon completion of this Agreement, transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records required by the COUNTY to perform the service. If CONTRACTOR transfers all public records to the COUNTY upon completion of the contract, CONTRACTOR

will 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 Agreement, CONTRACTOR will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

C. **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT LAKE COUNTY OFFICE OF PROCUREMENT SERVICES, 315 WEST MAIN STREET, P.O. BOX 7800, TAVARES, FL 32778 OR AT 352-343-9424 OR VIA EMAIL AT PURCHASING@LAKECOUNTYFL.GOV.**

D. Failure to comply with this subsection will be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

E. Unless otherwise provided, CONTRACTOR shall maintain substantiating records as required by the State of Florida, General Records Schedule GS1-SL ("Schedule") for State and Local Government Agencies, a copy of which can be found at: https://dos.fl.gov/library-archives/records-management/general-records-schedules/. If CONTRACTOR receives notification of a dispute or the commencement of litigation regarding the Project within the time specified in the Schedule, the CONTRACTOR shall continue to maintain all service records until final resolution of the dispute or litigation.

F. Confidential and/or Exempt Information. CONTRACTOR must maintain the confidential and/or exempt nature of all confidential and/or exempt documents received under this Service. Upon completion of the Service, CONTRACTOR will return to COUNTY all confidential and/or exempt project documents including, but not limited to, designs, files, photos, reports, maps, drawings, specifications, schematics, diagrams, shop drawings, construction documents and electronic files. CONTRACTOR will provide written certification to COUNTY that all documents designated as confidential and/or exempt have been returned to the COUNTY or destroyed.

6.29 Force Majeure. The parties will exercise every reasonable effort to meet their respective obligations under this Agreement, but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any Government law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so Incurred.

6.30 Minimum Wage. The wage rate paid to all laborers, mechanics, and apprentices employed by the CONTRACTOR for the work under the Agreement may not be less than the prevailing wage rates for similar classifications of work as established by the Federal government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article X, Section 24(f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

ARTICLE 7 MISCELLANEOUS PROVISIONS

7.1 Governing Law, Venue, and Waiver of Jury Trial. This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida. THE CONTRACTOR, BY ENTERING INTO THIS AGREEMENT, KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT IT MAY HAVE TO A JURY TRIAL IN ANY CIVIL LITIGATION MATTER ARISING FROM OR RELATING TO THIS AGREEMENT.

7.2 Captions. The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions of this Agreement.

7.3 This Agreement will be binding upon and will inure to the benefit of each of the parties and of their respective successors and permitted assigns.

7.4 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties.

7.5 No Waiver. The failure of any party at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision of this Agreement, nor in any way affect the validity of, or the right to enforce, each and every provision of this Agreement.

7.6 Disadvantaged Businesses. The COUNTY has adopted policies which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. The COUNTY encourages joint ventures between majority-owned firms and qualified disadvantaged/minority/women-owned firms.

7.7 Tobacco Products. Tobacco use, including both smoke and smokeless tobacco, is prohibited on COUNTY owned property.

7.8 Civil Rights Act. During the term of this Agreement the CONTRACTOR assures the COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against the CONTRACTOR'S employees or applicants for employment. The CONTRACTOR understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

7.9 Compliance with Applicable Laws. The CONTRACTOR must at all times comply with all Federal, State and local laws, rules and regulations.

7.10 Fraud, misrepresentation, and material misstatements. Any individual, corporation, or other entity that attempts to meet its contractual obligations with the COUNTY through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The COUNTY as a further sanction may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity will be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

7.11 Other Departments. Although this Agreement is specific to a Department of the COUNTY, it is agreed and understood that any department of the COUNTY may avail itself of this Agreement and purchase any and all items specified in this Agreement at the contract prices established in this Agreement. A contract modification will be issued by the COUNTY identifying the requirements of the additional

7.12 Other Agencies. With the consent of CONTRACTOR and upon notice to and approval by the COUNTY, other governmental agencies may make purchases in accordance with this Agreement. Any such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

7.14 Continuation of Work. Any work that commences prior to and will extend beyond the expiration date of this Agreement, must, unless terminated by mutual agreement between COUNTY and CONTRACTOR, continue until completion without change to the then current prices, terms, and conditions.

7.16 Sovereign Immunity. COUNTY expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Nothing will be deemed as a waiver of immunity or the limitations of liability of COUNTY beyond any statutory limited waiver of immunity or limits of liability. Nothing will inure to the benefit of any third party for the purpose of allowing any claim against COUNTY, which would otherwise be barred under the law.

7.17 Construction of Agreement. The Parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted.

7.18 Severability. The invalidity or unenforceability of any particular provision of this Agreement will not affect the other provisions of this Agreement, and this Agreement must be construed in all respects as if such invalid or unenforceable provisions were omitted.

7.19 Notices. Wherever provision is made in this Agreement for the giving, service, or delivery of any notice, statement or other instrument, such notice must be in writing and will be deemed to have been duly given, served, and delivered, if delivered by hand or mailed by United States registered or certified mail, addressed as follows:

If to CONTRACTOR:
Buena Vista Security and Protection Agency, LLC
d/b/a Vista Security Services International
William A. Lopez, President
730 NW 107th Avenue, Suite 440
Miami, Florida 33172

If to COUNTY:
Lake County Manager
315 W. Main Street
P.O. Box 7800
Tavares, Florida, 32778

With a Copy to:
Lake County Attorney
315 W. Main Street, Suite 335
P.O. Box 7800
Tavares, Florida 32778

Each party may change its mailing address by giving to the other party, by hand delivery, United States registered or certified mail, notice of election to change such address.

ARTICLE 8. SCOPE OF AGREEMENT

8.1 This Agreement is intended by the parties to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject of this Agreement, notwithstanding any representations, statements, or agreements to the contrary previously made. Any items not covered under this Agreement will need to be added via written addendum.

8.2 This Agreement includes the following exhibits, all of which are incorporated in this Agreement:

Exhibit A (Composite)..... Scope of Work, Submittal Form, Addendum, and Contractor's Proposed Solution (22 pages).

Exhibit B..... Hourly Rate Schedule (1 page).

Exhibit C..... Human Trafficking & Foreign Entities of Concern Affidavit (1 page)

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: the COUNTY through its Board of County Commissioners, signing by and through its Chairman; and by the CONTRACTOR through its duly authorized representative.

CONTRACTOR

BUENA VISTA SECURITY AND PROTECTION SERVICES, LLC, D/B/A VISTA SECURITY SERVICES INTERNATIONAL

William A. Lopez, President

This 24 day of January, 2025.

COUNTY

LAKE COUNTY, FLORIDA, through its
BOARD OF COUNTY COMMISSIONERS

Leslie Campione

Leslie Campione, Chairman

This 8th day of April, 2025.

ATTEST:

Gary Cooney, Clerk
Board of County Commissioners
of Lake County, Florida

Approved as to form and legality:

Melanie Marsh 4/8/25

Melanie Marsh
County Attorney

Exhibit A (Composite)
Scope of Work, Submittal Form, Addendum, and Contractor's Proposed Solution

EXHIBIT A – SCOPE OF SERVICES **24-530**
ARMED SECURITY SERVICES

1. BACKGROUND

Contractor shall provide Armed Security Guard Services (Services) for various Lake County Buildings. Services shall be paid on an hourly rate basis with the Contractor shall provide all labor, management, supervision, supplies, equipment, certifications, uniforms, and associated materials to complete Services described and implied. These Services shall not be subcontracted.

2. CONTRACTOR REQUIREMENTS

Contractor shall:

2.1. Possess one of the following licenses as required by the State of Florida, per Private Security Licenses / Business Services / Home - Florida Department of Agriculture & Consumer Services (fdacs.gov):

2.1.1. Class "B" – Security Agency

2.1.2. Class "BB" – Security Agency Branch Office

2.2. Provide Services in accordance with Chapter 493, Florida Statutes, regarding private security services.

2.3. Provide armed security guards that possess a "G" license as required by the State of Florida. Staff shall be qualified and capable of performing Services as described and implied.

2.4. Ensure all personnel are trained, briefed, and fully qualified to perform assigned duties and responsibilities.

2.5. Be responsible for the supervision and scheduling of staff to properly perform Services as described and implied.

2.5.1. Contractor shall always enforce strict discipline and good order among staff.

3. STAFFING REQUIREMENTS

Contractor shall hire staff:

3.1. That is well-trained, experienced, and alert, interested, and reliable to protect the County's staff, property, guests/visitors, and the public.

3.1.1. Assigned Armed Security Guards shall be graduates of a civilian or military certified law enforcement or corrections training facility.

3.2. Able to professionally enforce rules and regulations in a professional and courteous manner to ensure a safe and enjoyable atmosphere for staff and guests.

3.3. That shall pass criminal history and background check and not have any misdemeanor, felony convictions or active injunctions.

3.4. That have passed a background check performed by Contractor to perform Services.

3.4.1. Costs of background checks will be borne by the Contractor.

3.4.2. Contractor may be required to provide proof/documentation of the background checks to the County.

3.4.3. The County may require the Contractor to exclude staff based on the background checks outcomes.

3.5. Utilizes a degree of continuity, reliability and familiarization with County facility(ies) and personnel.

3.6. Mentally and physically competent to perform the services required.

3.7. Demonstrates acceptable cleanliness and hygiene.

3.8. Have and maintain an up-to-date certification in Cardiopulmonary Resuscitation (CPR) and First Aid and Automatic External Defibrillator (AED), as provided by a recognized group, such as the American Red Cross or the American Heart Association.

3.9. Fluent and fully literate in the English language.

3.9.1. Staff shall be able to understand detailed written orders, training instructions, and materials with the ability to compose reports that convey detailed information.

3.9.2. Staff shall be able to communicate coherently and understandably, even in times of stress.

3.9.3. Although not required, the County encourages bi-lingual capabilities.

4. UNIFORMS

Contractor shall supply distinctive clean, neat appearing uniforms for staff and require them to be worn while performing the Services.

4.1. Uniforms shall consist of, but are not limited to class A uniform trousers, class A uniform short sleeve shirts, class A uniform long sleeve shirts, duty boots of oxfords, duty belt, belt keepers, hand cuffs and case, OC spray and case, double magazine holder, level III holster, an appropriate gun and ammunition considered within the restrictions of Chapter 493-Florida Statutes, level II protective vest, badges, whistles, and nametag.

4.2. Shirts, jackets, and coats shall display the Contractor's name and logo.

4.3. Staff shall wear an identification tag, badge or bar pin displaying name. This tag or bar pin shall be provided by the Contractor.

5. ARMED SECURITY GUARD DUTIES

Duties shall include, but are not limited to:

5.1. Report to duty at the designated starting time and not leave any assigned post, venue, or event until properly relieved, or dismissed.

5.2. Be responsive in addressing special requirements requested by the County's Representative or designee.

5.3. Take the appropriate action for each situation encountered, and immediately report all unusual situations to the County representative or designee.

5.3.1. A firm, yet non-confrontational, non-threatening and non-combative approach shall be utilized always.

5.4. Ensure doors to the County facilities are protected and secured.

5.5. Patrol the building on a regular basis, especially at start of shift (particularly first shift), shift end, and shift changes to ensure proper/required coverage.

EXHIBIT A – SCOPE OF SERVICES 24-530
ARMED SECURITY SERVICES

5.6. Participate in drills, fire alarms, evacuations, and disaster exercises.

5.7. Keep walkways, entrances, and exits clear and free of guests, obstructions, and unnecessary items, to include refuse, cigarette butts, etc.

5.8. Disallow the entry of prohibited items.

5.9. Address unruly behaviors in an inconspicuous manner.

5.10. Direct guests to seats, restrooms, smoking areas, concession areas, and other amenities.

5.11. Assist disabled guests.

5.12. Assist guests in need of medical assistance and/or emergency evacuations.

5.13. Protect venue property and facilities.

5.14. At no time use derogatory or offensive language, gestures or actions.

5.15. At no time, on or off duty, usurp, misuse, or leverage position to:

5.15.1. Seek autographs, photos, or receive special favor connected with an event.

5.15.2. Take items or property not belonging to them.

5.15.3. Ask for free food, beverage, merchandise, or admission tickets; or

5.15.4. Permit entrance or parking privileges of any person into a facility without proper credentials or authorization.

6. VEHICLES

No vehicles are required or shall be used for these services.

7. LOCATIONS

7.1. The current sites require Services and identify as having a normal schedule:

# of Armed Guards	LOCATION	TAVARES, FL LOCATION	MONDAY – FRIDAY COVERAGE
2	Lake County Administration Building	315 W. Main St.	7:00AM-5:30PM
1	Planning & Zoning Office	320 W. Main St.	8:00AM-4:30PM
1	Housing & Veterans Services Office	2004 Classique Ln.	7:00AM-5:30PM

7.2. The County may order additional Armed Security Guards for these facilities or others, on an as-needed, on-demand basis at the established hourly rate.

8. SCHEDULING

The Contractor is responsible for the supervision and scheduling of the appropriate Armed Security Guards to cover the time(s)/shift(s).

8.1. The primary assigned Armed Security Guards will work forty (40) hours per week.

8.2. Additional Armed Security Guards may be required to cover the public operating hours.

8.3. The Armed Security Guards may work staggered shifts as approved by the designated County facility personnel.

Page 3 of 4

EXHIBIT A – SCOPE OF SERVICES 24-530
ARMED SECURITY SERVICES

8.4. No post shall be left unattended. It is the Contractor's responsibility to confirm staff are in place on time.

8.5. If the assigned Armed Security Guard fails to arrive at the designated County facility as scheduled, the Contractor shall provide a replacement as soon as possible, not to exceed four (4) working hours from the associated initial notice to the Contractor.

8.6. The County will not pay overtime unless a public meeting lasts longer than scheduled.

8.7. The following is a list of holidays that are observed by the County and require no coverage:

HOLIDAY SCHEDULE*	
New Year's Day	January 1st
Martin Luther King Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Fourth of July	July 4th
Labor Day	1st Monday in September
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
Day After Thanksgiving	4th Friday in November
Christmas Day	December 25

*Holidays falling on a Saturday will be observed on the preceding Friday. Holidays falling on a Sunday will be observed on the following Monday.

9. INVOICING

9.1. Invoicing for Services shall be submitted by the tenth of each month for the previous month.

9.2. Invoice shall be detailed and include staff time sheets for the previous month of Service.

[The remainder of this page intentionally left blank]

CONSENT AGENDA ITEM
#20

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*
Director of Supplier Management

DATE: January 21, 2026

SUBJECT: Approval of Contract Award to Blurock LLC for
Pressure Washing Services – SR 429, SR 414, SR 451 and SR 453
Contract No. SCON-10000409

An Invitation to Bid for the above referenced project was advertised on September 10, 2025. Nine (9) responses were received by the October 30, 2025 deadline. Six of the bids were incomplete.

Bid results were as follows:

	Bidder	**Bid Amount**
1.	Blurock LLC	$ 204,550.00
2.	Pisces Pressure Cleaning Services	$ 647,000.00
3.	Power Washing of Central Florida LLC	$1,059,400.00

The work to be performed includes maintenance and management services related to pressure washing services along SR 429 from CR 437 to Binion Road, SR 414 from SR 429 to US 441 and SR 451 in Orange County.

Board award of the contract to Blurock LLC in the amount of $204,550.00 is requested.

This contract is included in the OM&A Budget.

Reviewed by: _____
Donald Budnovich, PE
Director of Capital Project 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. SCON-10000409

CONTRACT AMOUNT: $204,550.00

CONTRACT, MEMORANDUM OF AGREEMENT, GENERAL SPECIFICATIONS, SCOPE OF SERVICES, METHOD OF COMPENSATION, ADDENDA, PROPOSAL AND FORMS

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CONTRACT, MEMORANDUM OF AGREEMENT, GENERAL SPECIFICATIONS, SCOPE OF SERVICES, METHOD OF COMPENSATION, ADDENDA, PROPOSALAND FORMS

FOR

PRESSURE WASHING SERVICES FOR SR 429, SR 414, SR 451 AND SR 453

CONTRACT NO. SCON-10000409

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CONTRACT NO. SCON-10000409

between

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

and

BLUROCK LLC

regarding

PRESSURE WASHING SERVICES SR 429, SR 414, SR 451 AND SR 453

THIS CONTRACT (**"Contract"**) is entered into by and between the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY** (**"CFX"**), a body politic and corporate, and an agency of the State of Florida, with its principal place of business located at 4974 ORL Tower Road, Orlando, Florida 32807, and **BLUROCK LLC** (**"Contractor"**), a Florida Profit Corporation, with its principal place of business located at 2582 Maguire Road #188, Ocoee, FL 34761, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged. CFX and Contractor may be herein referred to individually as the **"party"** or collectively as the **"parties"**.

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 consists of maintenance of, and administration and management services related to Pressure Washing Services along State Road ("SR") 429 from CR 437 to Binion Road, SR 414 from SR 429 to US 441 and SR 451 in Orange County, Florida (Project No. 2)., Contract No. SCON-10000409, Pressure Washing Services SR 429, SR 414, SR 451 AND SR 453, as detailed in the Contract Documents and any addenda or modifications thereto. Contract time for this project shall be 3 years. The Contract Amount is $204,550.00.

The Contract Documents consist of:

1. The Contract,
2. The Memorandum of Agreement,
3. The Addenda (if any), modifying the General Specifications, Scope of Services, Method of Compensation, or other Contract Documents,
4. The Method of Compensation,
5. The Scope of Services,
6. The General Specifications,
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 have made and executed this Contract: Central Florida Expressway Authority, signing by and through the Director of Procurement, authorized to execute same by Board action on the 12th day of February 2026, and BLUROCK LLC signing through its undersigned signatory authorized to execute same.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Zulay Millan
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 _____, 2026.

_____
Cristina T. Berrios, General Counsel

THE CENTRAL FLORIDA EXPRESSWAY AUTHORITY
PRESSURE WASHING SERVICES FOR
SR 429, SR 414, SR 451 AND SR 453
SOLICITATION NO. 250804

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.

GENERAL SPECIFICATIONS

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 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.

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
#21

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Supplier Management

DATE: January 23, 2026

SUBJECT: Approval of Purchase Order to Innovative Support Systems, Inc. for CFX Headquarters Data Center Air Conditioner Replacement

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Board approval to issue a purchase order to Innovative Support Systems, Inc. in the amount of $300,000.00 is requested. This is for the purchase of an air conditioner system for CFX Headquarters Data Center. This is a single source purchase.

This purchase is included in the Five-Year Work Plan.

Reviewed by:

Don Budnovich, PE
Director of Capital Project Maintenance

Glenn Pressimone, PE
Chief of Infrastructure

CONSENT AGENDA ITEM
#22

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*
Director of Supplier Management

DATE: January 23, 2026

SUBJECT: Approval of Purchase Order to CDW-G LLC for Support Services

---

Board approval to issue a purchase order to CDW-G LLC in the amount of $723,261.81 is requested. This is to continue enterprise product support for a three-year period from February 27, 2026 to February 29, 2029. This is a cooperative procurement based on the Sourcewell 121923-Greater Orlando Aviation SW (121923) contract.

This purchase is included in the OM&A Budget.

Reviewed by: *Rafael Millan*
Rafael Millan
Director of IT

Jim Greer
Chief Technology & Operations Officer

CONSENT AGENDA ITEM
#23

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams *Aneth Williams*
Director of Supplier Management

DATE: January 23, 2026

SUBJECT: Approval of Purchase Order to Dasher Technologies, Inc. for Server, Equipment Maintenance and Support Services for the Infinity Toll Collection System

---

Board approval to issue a purchase order to Dasher Technologies, Inc. in the amount of $540,945.58 is requested. This is for continuing product maintenance and support for the servers and storage equipment for the existing Infinity Toll Collection System. This is a cooperative procurement based on the State of Florida Contract Number 43210000-23-NASPO-ACS-FL / FL NASPO Compute - #23008.

This purchase is included in the OM&A Budget.

Reviewed by: *Rafael Millan*
Rafael Millan
Director of IT

Jim Greer
Chief Technology & Operations Officer

CONSENT AGENDA ITEM
#24

MEMORANDUM

TO: CFX Board Members

FROM: Aneth Williams
Director of Supplier Management

DATE: January 23, 2026

SUBJECT: Approval of Purchase Order to Integrated Synergy, Inc. for Data Collection Sensor (DCS) Readers

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Board approval to issue a purchase order to Integrated Synergy, Inc. in the amount of $494,487.00 for DCS readers. This is a sole source purchase.

CFX currently utilizes multi-protocol readers to calculate travel times throughout all the corridors. The communication between the readers and the Data Server is established by loading a unique software script onto the readers' database. The script is specific to the CFX Data Server and requires a reader with the capability of installing a third-party software.

This purchase is included in the Five-Year Work Plan.

Reviewed by:

Bryan Homayouni, PE
Director of Intelligent Transportation Systems

Glenn Pressimone, PE
Chief of Infrastructure

E.

Reports

E.1.

Chairman's Report

THERE ARE NO
BACKUP MATERIALS
FOR THIS ITEM

E.2.

Treasurer's Report

MEMORANDUM

TO: CFX Board Members

FROM: Michael Carlisle, Director of Accounting and Finance

DATE: January 23, 2026

RE: December 2025 Financial Reports

Attached please find the December 2025 Financial Reports. Please feel free to contact me if you have any questions or comments with regard to any of these reports.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS
AND RELATED DOCUMENTS
FOR THE MONTH ENDING DECEMBER 31, 2025 AND YEAR-TO-DATE

	FY 26 MONTH ACTUAL	FY 26 YTD ACTUAL AND ENCUMBRANCES	FY 26 ANNUAL BUDGET	FY 26 EXPECTED % OF BUDGET	FY 26 YTD % OF BUDGET
REVENUES					
TOLLS	$ 61,266,683	$ 359,514,319	$ 738,800,000	50%	49%
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	951,284	5,378,875	10,502,300	50%	51%
TRANSPONDER SALES	170,087	1,051,802	2,182,372	50%	48%
OTHER OPERATING	292,317	1,425,125	2,570,052	50%	55%
INTEREST	827,276	9,566,690	12,323,608	50%	78%
MISCELLANEOUS	84,761	394,720	986,485	50%	40%
TOTAL REVENUES	$ 63,592,408	$ 377,331,532	$ 767,364,817	50%	49%
O M & A EXPENSES					
OPERATIONS	$ 4,739,005	$ 35,208,825	$ 90,776,986	42%	39%
MAINTENANCE	2,778,800	10,404,671	33,351,982	42%	31%
ADMINISTRATION	1,330,488	7,518,607	14,681,608	42%	51%
OTHER OPERATING	511,790	1,266,517	3,059,000	42%	41%
TOTAL O M & A EXPENSES	$ 9,360,083	$ 54,398,620	$ 141,869,576	42%	38%
NET REVENUES BEFORE DEBT SERVICE	$ 54,232,325	$ 322,932,912	$ 625,495,241	50%	52%
COMBINED NET DEBT SERVICE	$ 16,385,637	$ 114,787,904	$ 240,376,284	50%	48%
NET REVENUES AFTER DEBT SERVICE	$ 37,846,688	$ 208,145,008	$ 385,118,957	50%	54%

The monthly Treasurer's Report is provided as interim information for management's use. It is prepared on a modified cash basis and has not been audited, nor should it be deemed final. For audited financial statements, please see CFX's Annual Comprehensie Financial Reports.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
CALCULATION OF NET REVENUES AS DEFINED BY THE BOND RESOLUTIONS
PREVIOUS YEAR COMPARISON
FOR THE MONTH ENDING DECEMBER 31, 2025 AND YEAR-TO-DATE

	FY 26 MONTH ACTUAL	FY 25 MONTH ACTUAL	FY 25 - 26 SAME MONTH COMPARISON	FY 26 YEAR-TO-DATE ACTUAL	FY 25 YEAR-TO-DATE ACTUAL	FY 25 - 26 YEAR-TO-DATE COMPARISON
REVENUES						
TOLLS	$ 61,266,683	$ 65,881,078	$ (4,614,395)	$ 359,514,319	$ 361,048,445	$ (1,534,126)
FEES COLLECTED VIA UTN/UTC'S AND PBP'S	951,284	818,614	132,670	5,378,875	4,000,513	1,378,362
TRANSPONDER SALES	170,087	182,708	(12,621)	1,051,802	1,116,068	(64,266)
OTHER OPERATING	292,317	243,078	49,239	1,425,125	1,123,934	301,191
INTEREST	827,276	2,043,677	(1,216,401)	9,566,690	9,030,189	536,501
MISCELLANEOUS	84,761	86,363	(1,602)	394,720	489,822	(95,102)
TOTAL REVENUES	$ 63,592,408	$ 69,255,518	$ (5,663,110)	$ 377,331,532	$ 376,808,971	$ 522,561
O M & A EXPENSES						
OPERATIONS	$ 4,739,005	$ 7,345,027	$ (2,606,022)	$ 35,208,825	$ 36,846,840	$ (1,638,015)
MAINTENANCE	2,778,800	2,571,284	207,516	10,404,671	7,904,598	2,500,073
ADMINISTRATION	1,330,488	1,019,664	310,824	7,518,607	5,897,320	1,621,287
OTHER OPERATING	511,790	29,663	482,127	1,266,517	592,438	674,079
TOTAL O M & A EXPENSES	$ 9,360,083	$ 10,965,638	$ (1,605,555)	$ 54,398,620	$ 51,241,196	$ 3,157,424
NET REVENUES BEFORE DEBT SERVICE	$ 54,232,325	$ 58,289,880	$ (4,057,555)	$ 322,932,912	$ 325,567,775	$ (2,634,863)
COMBINED NET DEBT SERVICE	$ 16,385,637	$ 19,504,073	$ (3,118,436)	$ 114,787,904	$ 117,910,747	$ (3,122,843)
NET REVENUES AFTER DEBT SERVICE	$ 37,846,688	$ 38,785,807	$ (939,119)	$ 208,145,008	$ 207,657,028	$ 487,980

The monthly Treasurer's Report is provided as interim information for management's use. It is prepared on a modified cash basis and has not been audited, nor should it be deemed final. For audited financial statements, please see CFX's Annual Comprehensive Financial Reports.

E.3.

Executive Director's Report

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Executive Director's Report
February 2026

Toll Texting Scam Takes on New Twist

Florida is among the 19 states affected by a new twist on the texting scam that has been circulating since 2024, with IBTTA reporting 437 newly identified fraudulent toll scam domains. These attacks involve criminals creating fake websites posing as state agencies, motor vehicle departments, and even E-ZPass to trick drivers into clicking malicious links or providing personal information. As a reminder, E-PASS and other tolling agencies never request immediate payment by text, customers should always contact their toll provider directly, and unsolicited messages should be deleted without clicking any links. To alert our customers and community, our Customer Experience and Communications teams will step up outreach through E-PASS email communications, our newsletter, and targeted social media campaigns. For more information: IBTTA SMS Texting Scam 19 States.

2026 Legislative Session

The 2026 Florida Legislative Session kicked off on the 13th of January with a total of 1,797 bills filed for consideration between the Senate and House of Representatives. CFX is tracking several bills to see how they progress through their respective committees. As it relates to CFX operations and activities, there are currently no bills that would have a meaningful impact on our plans or initiatives. Since the Legislative Session began, CFX has participated in events at the Capitol hosted by the Florida Chamber, the Orlando Economic Partnership, as well as the West Orange Chamber of Commerce. These events provided an opportunity to meet with key State Representatives and Senators to not only answer questions but to share important updates about CFX projects in and around their districts. As the session continues, CFX staff remain committed to ongoing engagement and monitoring.

PROJECT UPDATES & COMMUNITY ENGAGEMENT

SR 534 Project Update

The team continues to advance the SR 534 project, with several segments preparing to move forward for upcoming Construction Engineering and Inspection (CEI) and design-build procurements. Maintaining strong connections with the community remains a top priority. Our outreach is ongoing and multifaceted, including regular community surveys, briefings with Homeowners Associations (HOAs), and personalized outreach through community meetings. These efforts are designed to ensure that residents remain informed and engaged at every stage of project development.

Recent survey results underscore robust community support for the project. More than 74% of respondents agree that the planned expressway will have a positive impact on their area. Additionally, over 97% of participants rated the current traffic conditions surrounding Lake Nona, Boggy Creek Road, Simpson Road, and Narcoossee Road as either "poor" or "unacceptable." When asked about anticipated usage, more than 68% indicated they would use the new road more than three times per week, with many expecting to travel it almost daily.

These valuable insights continue to guide our planning and decision-making as we move forward. Looking ahead, we are preparing for an additional public meeting in mid-2026. In the meantime, our team is expanding outreach and targeted communications to keep the community well-informed throughout every phase of project development.

SR 408 Widening between West of Church Street and I-4

CFX is advancing the SR 408 widening project between Church Street and I4, which includes improvements at Tampa Avenue and Orange Blossom Trail to support long-term capacity on SR 408 and within the surrounding area. As part of this effort, our team is coordinating closely with the City of Orlando as it progresses with upgrades in and around Camping World Stadium. The team will be participating in the City's community and project update meetings, where CFX will be available to answer questions about our project. We anticipate hosting a construction public meeting in April. In advance of that meeting, our team will conduct outreach with neighborhood and community groups.

TRANSPORTATION PARTNERSHIPS

TEAMFlorida

The TEAMFlorida Annual Meeting was held January 29–30 at the Wyndham Grand Bonnet Creek in Orlando. Lake County Commissioner Sean Parks delivered opening remarks in his role as outgoing TEAMFlorida Chairman, followed by welcoming remarks from Osceola County Board of County Commissioners Chairman Brandon Arrington. We appreciate both board members for their continued leadership and representation of CFX.

CFX leadership was well represented throughout the program. Lisa Lumbard, Chief Financial Officer, participated in a panel discussion titled *Who Pays for Mobility – Modern Toll Road Financing Explained,* while Racquel Asa, Senior Director of External Affairs, served on the panel *Communicating Across Generations and Cultures in Today's World*. I also provided an update on CFX's current projects and shared a look ahead at priorities for 2026.

With more than 350 attendees, this year's meeting marked the highest attendance in TEAMFlorida's history, underscoring strong industry engagement and interest in transportation and mobility initiatives.

CFX Hosts the Florida Chapter of the American Public Works Association

On February 5th, CFX hosted a one-day seminar for the Florida Chapter of the American Public Works Association (APWA). The seminar brought together professionals to explore emerging innovations in transportation engineering, artificial intelligence, and municipal technology applications. Our ITS team, in partnership with the University of Central Florida, delivered a presentation on Flex Lanes, which was fully activated across all 34 miles on SR 417 and SR 429 late last year. The presentation highlighted preliminary research showing measurable decreases in delays when the Flex Lane is activated during an incident. This event

further reinforced CFX's leadership in advancing innovative, data-driven solutions that enhance safety and mobility throughout the region.

2026 Florida Transportation Builders' Association Construction Symposium

CFX will participate in the 2026 FTBA Construction Symposium, taking place February 10–11. CFX's Director of Construction, Jack Burch, will provide an update on our Five-Year Work Plan and the projects scheduled to bid out this calendar year. This participation reflects our ongoing commitment to transparent engagement with the private sector, ensuring contractors and consultants remain informed and prepared as major procurements move forward. The presentation also serves as a natural extension of the CFX Industry Forum held earlier this year, reinforcing consistency in messaging and industry partnership.

International Bridge Tunnel and Turnpike Association (IBTTA)

CFX will co-host the IBTTA Technology Summit in Orlando May 2–5 with Florida's Turnpike Enterprise. The annual summit brings together transportation and technology leaders from around the world. As part of our role as co-host, CFX will lead a technical tour featuring our recently activated Flex Lanes Program and our solar panel initiative, providing attendees with an inside look at two of our innovative programs that enhance operational efficiency and safety. Additionally, the Executive Directors of Florida's Turnpike Enterprise (FTE), the Tampa Hillsborough Expressway Authority (THEA), and I will once again present a panel to further highlight how Florida continues to lead the nation in tolling technology. The Summit will also include sessions focused on AI's impact on the workforce, cybersecurity and fraud prevention, connected vehicle technologies, real world pilot results, and next generation tolling systems.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEETINGS AND PRESENTATIONS HIGHLIGHTS
January 7 - February 5, 2026

January 12-14, 2026	Florida Chamber of Commerce Legislative Meeting
January 22, 2026	Statewide SunGuide User Group (SSUG) Meeting
January 22, 2026	Four Corners Task Force - Transportation Planning
January 22, 2026	Orlando Economic Partnership Development Initiative for Regional Transformation (DIRT) Meeting
January 23, 2026	MetroPlan Orlando Technical Advisory Meeting
January 23, 2026	MetroPlan Orlando Transportation Systems Management and Operations (TSMO) Meeting
January 28, 2026	Northwest Orange County Areawide Transportation Study (NOWOCATS)
January 28, 2026	Quarterly Statewide Wrong Way Driving Meeting
January 28, 2026	Seminole Chamber of Commerce Meeting
January 29, 2026	FDOT Transportation Systems Management and Operations (TSMO) Consortium
January 29-30, 2026	TEAMFlorida Annual Meeting
February 3, 2026	Virtual Public Hearing for Sunbridge Parkway Extension (Osceola County)
February 4, 2026	West Orange Chamber of Commerce Capitol Connection
February 4, 2026	Statewide Connected and Automated Vehicle Working Group Meeting
February 5, 2026	CFX Hosted Florida Chapter of the American Public Works Association (APWA)

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

PERFORMANCE DASHBOARD
DECEMBER 2025

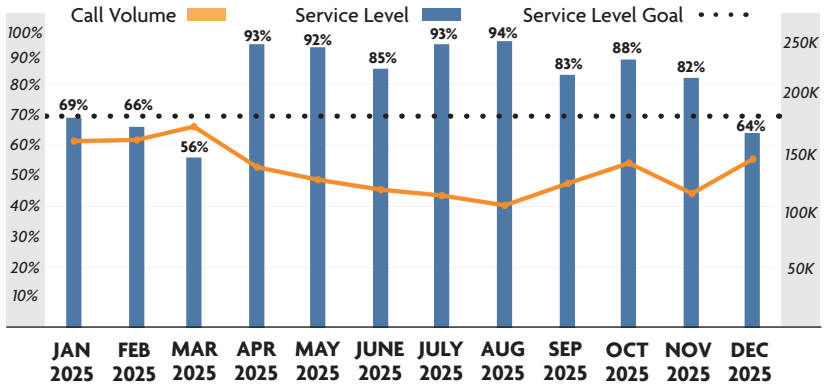
Fiscal year runs from July 1 - June 30

CUSTOMER SERVICE

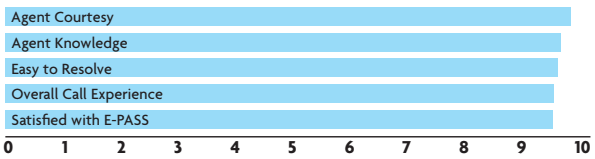
CALL CENTER | Average Customer Call Time

	Activity		Monthly Avg. Wait Time	
	Actual	6 mo. Avg	Actual	Target
Call Center	141,016	120,940	01:55	<1m

CALL CENTER: % MINUTE INTERVALS <1 1-3 3-5 5+

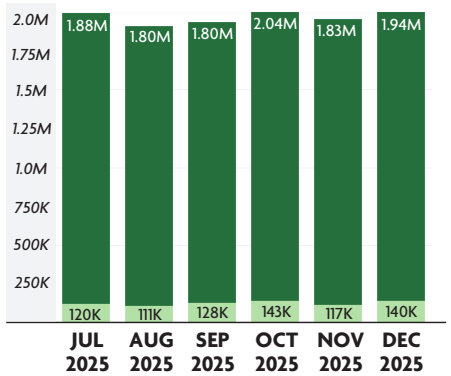


CALL CENTER | Satisfaction Survey (Rating Scale 1-10)





CUSTOMER INTERACTION ACTIVITY



Agent Service
Self Service

APPLE APP DATA

Downloads	68K
Rating	4.8 ★

ANDROID APP DATA

Downloads	14K
Rating	4.5 ★

DEC 2025
As of 01/26/26

PROGRESS OF MAJOR CONSTRUCTION PROJECTS

Project No.	Description	Contract *(millions)*	Earned *(millions)*	% Time	% Earned	VAR	Contract Completion Date
429-152	SR 429 Widening, FTE to West Rd.	$185.02	$183.25	100%	99%		Dec. 2025
429-153	SR 429 Widening, West Rd. to SR 414	$135.70	$134.73	97%	99%		Feb. 2026
516-238	SR 516 Lake/Orange County Line to SR 429	$230.94	$143.09	53%	62%		Apr. 2027
528-168	SR 528 Widening from Goldenrod to Narcoossee Rd	$54.85	$11.25	27%	21%		Aug. 2027

LEGEND: % Time - % Earned ≤ 10 11-20 ≥ 21

FINANCIALS

FINANCIALS

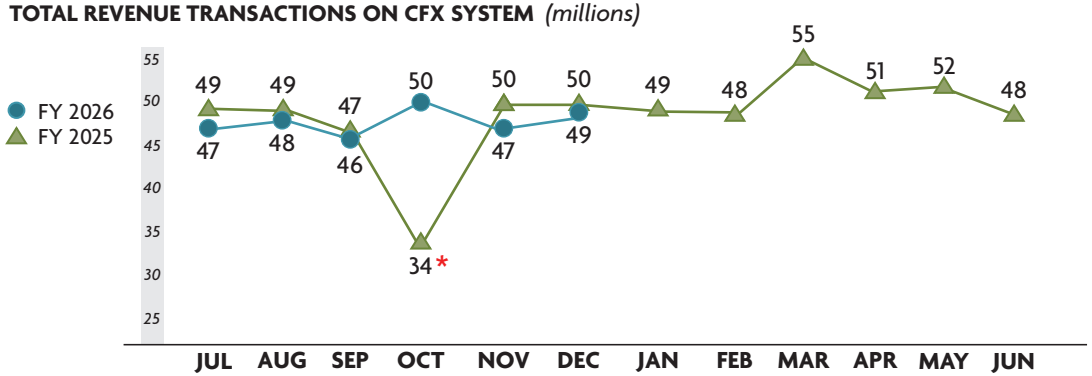
	Actual FY to Date	FY26 Budget	Actual % of Budget	Expected % of Budget
Total Revenue	$377.30	$767.40	49%	50%
OM&A Expenses	$54.40	$141.90	38%	42%
Net Revenue	$208.10	$385.10	54%	50%

DEBT SERVICE

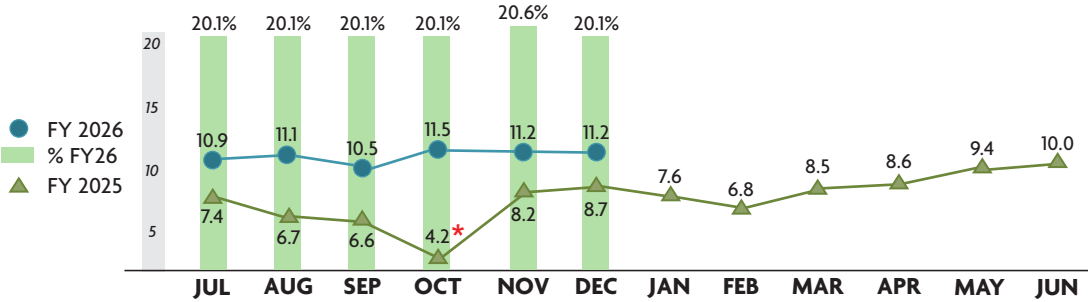
FY to Date	Actual	Budget
Senior Lien	2.84	2.80
Subordinate Lien	2.71	2.67

LEGEND: >/= 1.45 1.20 to 1.44 < 1.20

TOTAL REVENUE TRANSACTIONS ON CFX SYSTEM *(millions)*



NUMBER AND % OF UNPAID IN LANE TRANSACTIONS *(millions)*



**All plazas had tolls suspended in FY25 due to Hurricane Milton from 10:30 AM on 10/7/24 through noon on 10/18/24.*

F.

Regular Agenda Items

F. 1.

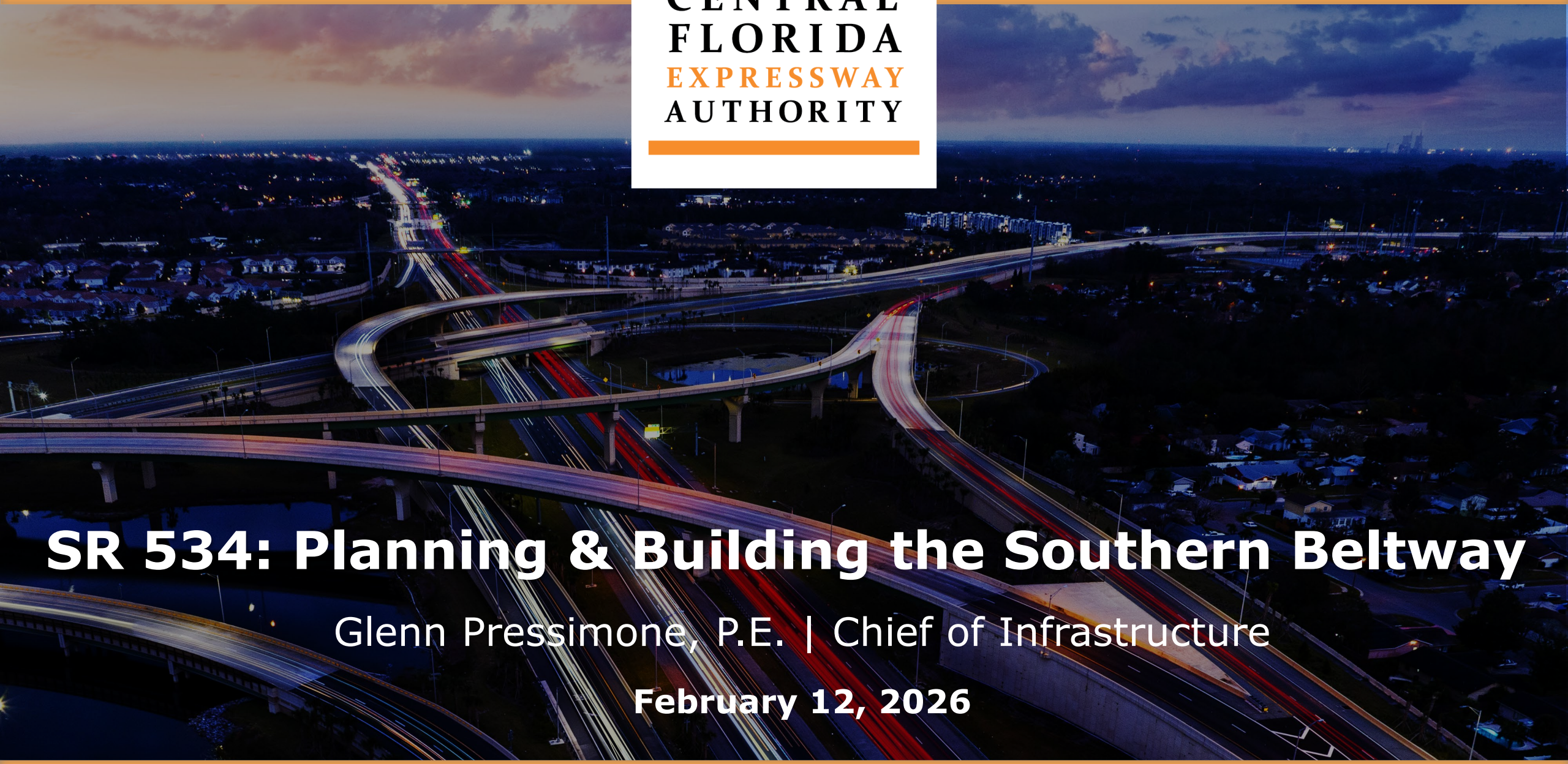
THERE ARE NO
BACKUP MATERIALS
FOR THIS ITEM

F. 2.

THERE ARE NO
BACKUP MATERIALS
FOR THIS ITEM

F. 3.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

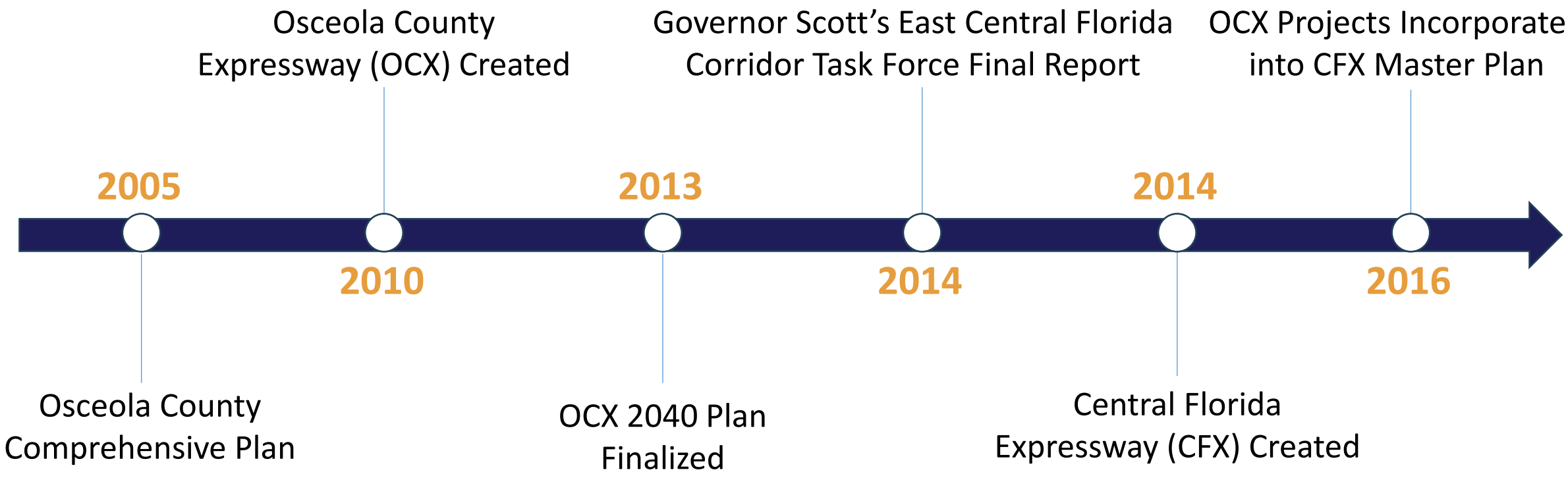


SR 534: Planning & Building the Southern Beltway

Glenn Pressimone, P.E. | Chief of Infrastructure

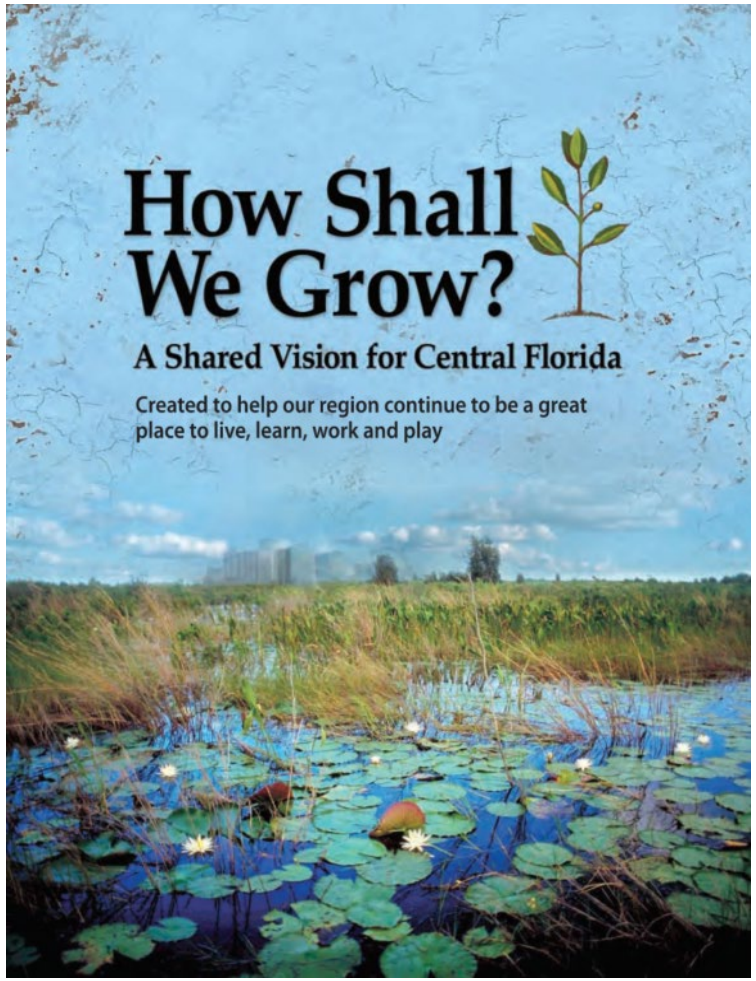
February 12, 2026

Vision for a Regional Southern Beltway



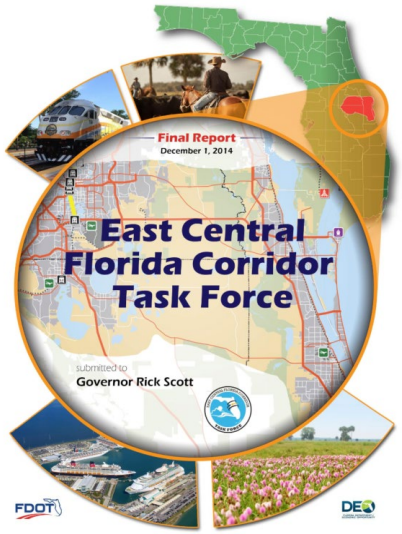
CENTRAL FLORIDA EXPRESSWAY AUTHORITY

A Regional Vision



OSCEOLA COUNTY EXPRESSWAY AUTHORITY





ENROLLED
2014 Legislature CS for CS for SB 230, 3rd Engrossed

2014230er

An act relating to the Orlando-Orange County Expressway Authority; amending ss. 348.751 and 348.752, F.S.; renaming the Orlando-Orange County Expressway System as the "Central Florida Expressway System"; revising definitions; making technical changes; amending s. 348.753, F.S.; creating the Central Florida Expressway Authority; providing for the transfer of governance and control, legal rights and powers, responsibilities, terms, and obligations to the authority; providing conditions for the transfer; revising the composition of the governing body of the authority; providing for appointment of officers of the authority and for the expiration of terms of standing board members; revising quorum and voting requirements; conforming terminology and making technical changes; prohibiting a member or the executive director of the authority from personally representing certain persons or entities for a specified time period; prohibiting a retired or terminated member or executive director of the authority from contracting with a business entity under certain circumstances; requiring authority board members, employees, and consultants to make certain annual disclosures; requiring an ethics officer to review such disclosures; requiring the authority code of ethics to include a conflict of interest process; prohibiting authority employees and consultants from serving on the board during their employment or

Page 1 of 50

CODING: Words ~~stricken~~ are deletions; words underlin

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Southern Beltway

(2010 - 2018)

OSCEOLA COUNTY EXPRESSWAY AUTHORITY



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

East Central Florida Corridor Task Force

(2013/2014)

Figure ES.2 Recommended Study Areas for New East-West Transportation Corridors

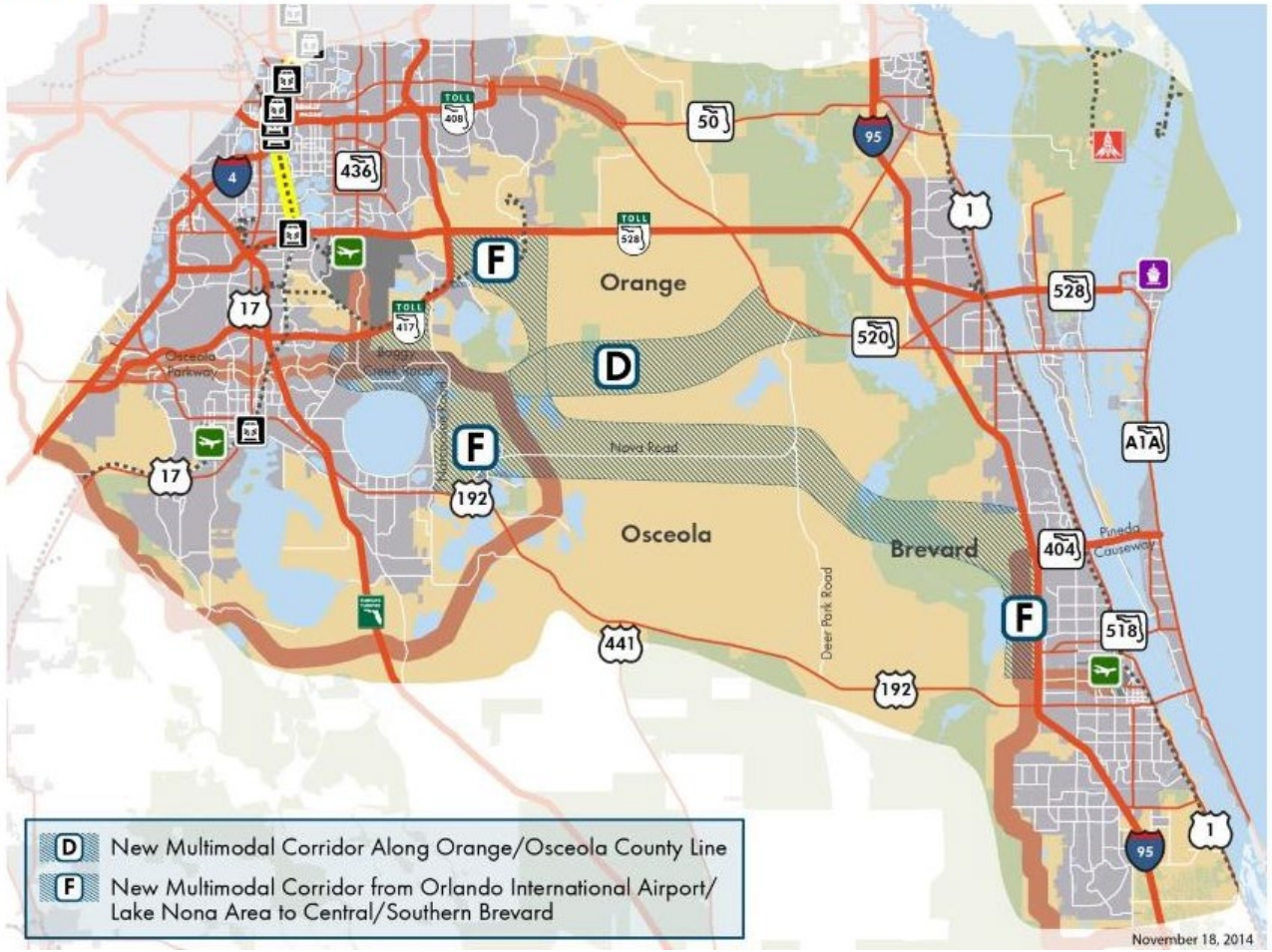
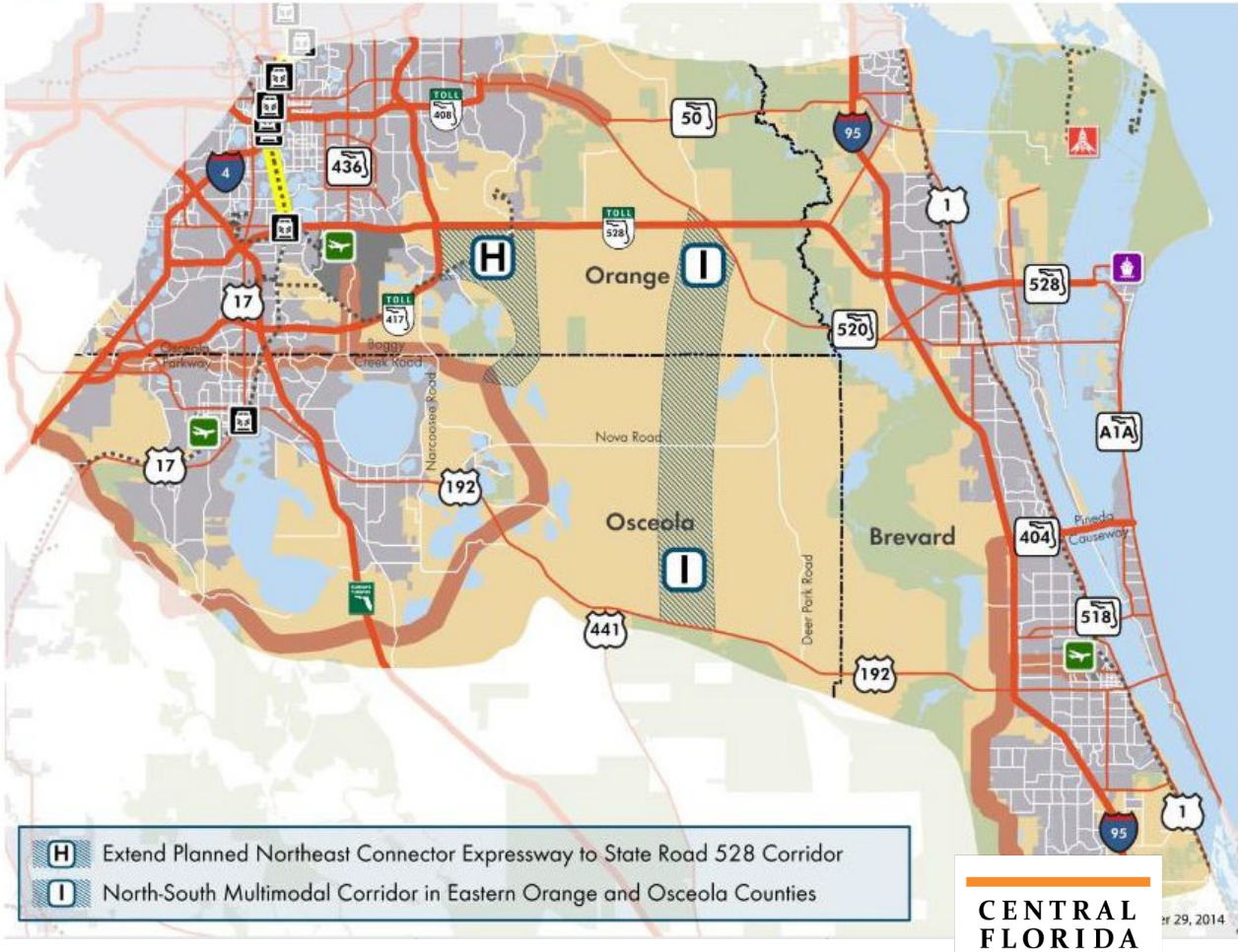


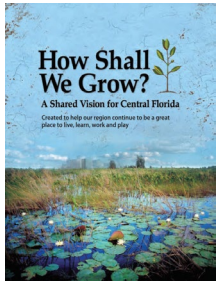
Figure ES.3 Recommended Study Areas for New North-South Transportation Corridors



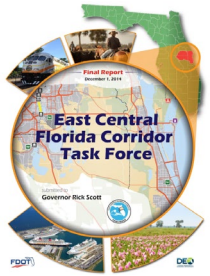
CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CFX Incorporation

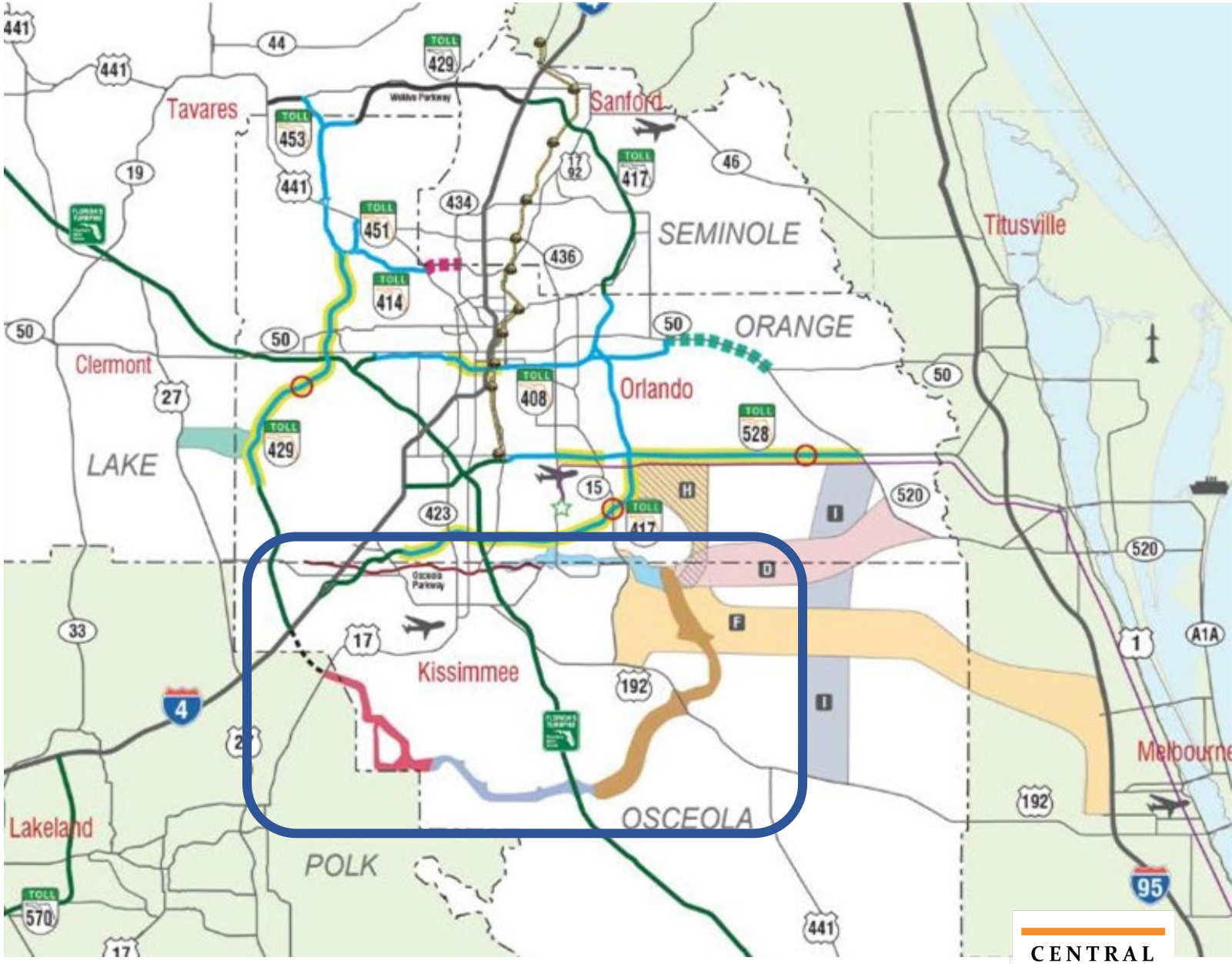
(2016)



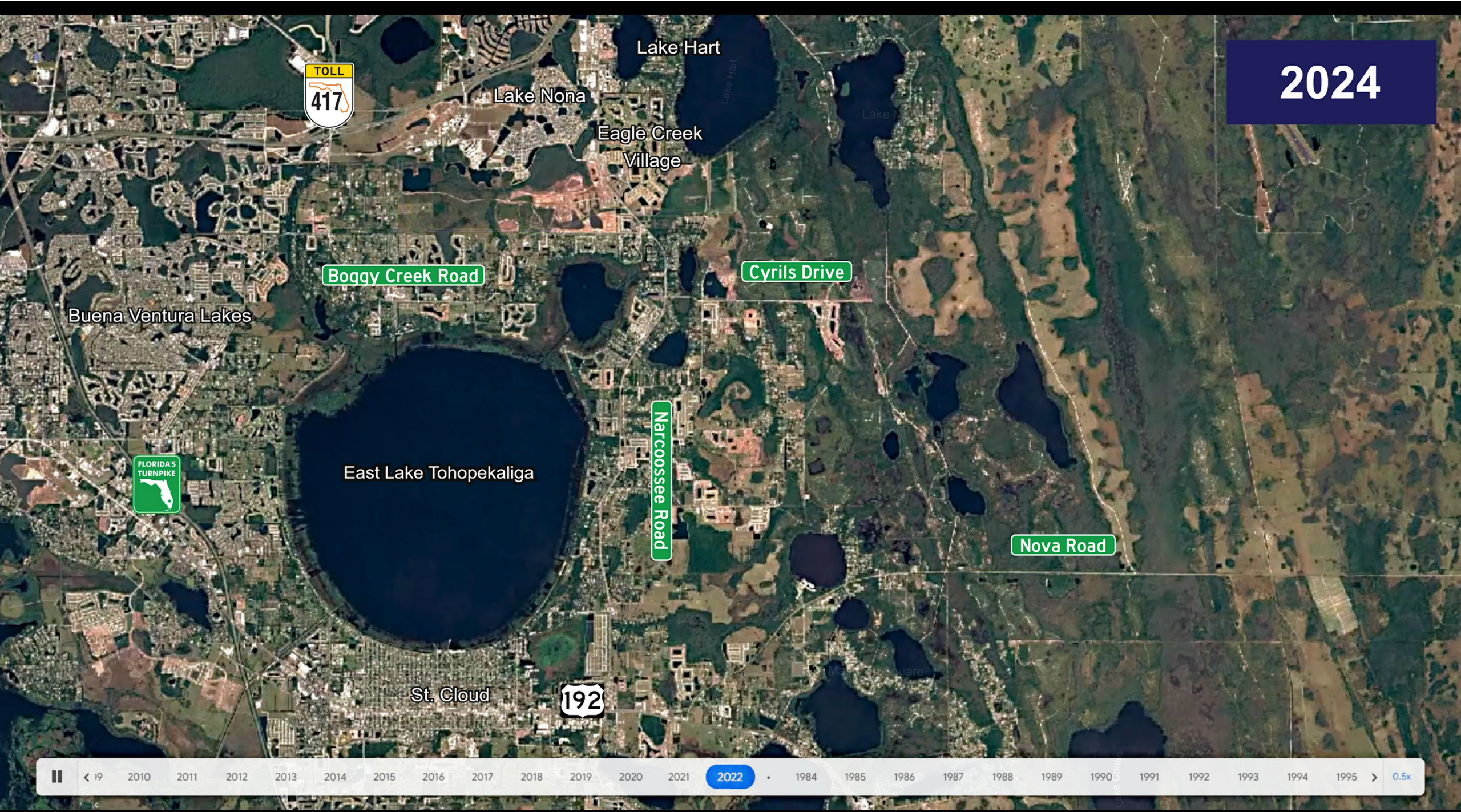
OSCEOLA COUNTY EXPRESSWAY AUTHORITY



CENTRAL FLORIDA EXPRESSWAY AUTHORITY



CENTRAL FLORIDA EXPRESSWAY AUTHORITY


2024
Lake Hart
TOLL
417
Lake Nona
Eagle Creek
Village
Boggy Creek Road
Cyrils Drive
Buena Ventura Lakes
Narcoossee Road
FLORIDA'S TURNPIKE
East Lake Tohopekaliga
Nova Road
St. Cloud
192
2010
2011
2012
2013
2014
2015
2016
2017
2018
2019
2020
2021
2022
1984
1985
1986
1987
1988
1989
1990
1991
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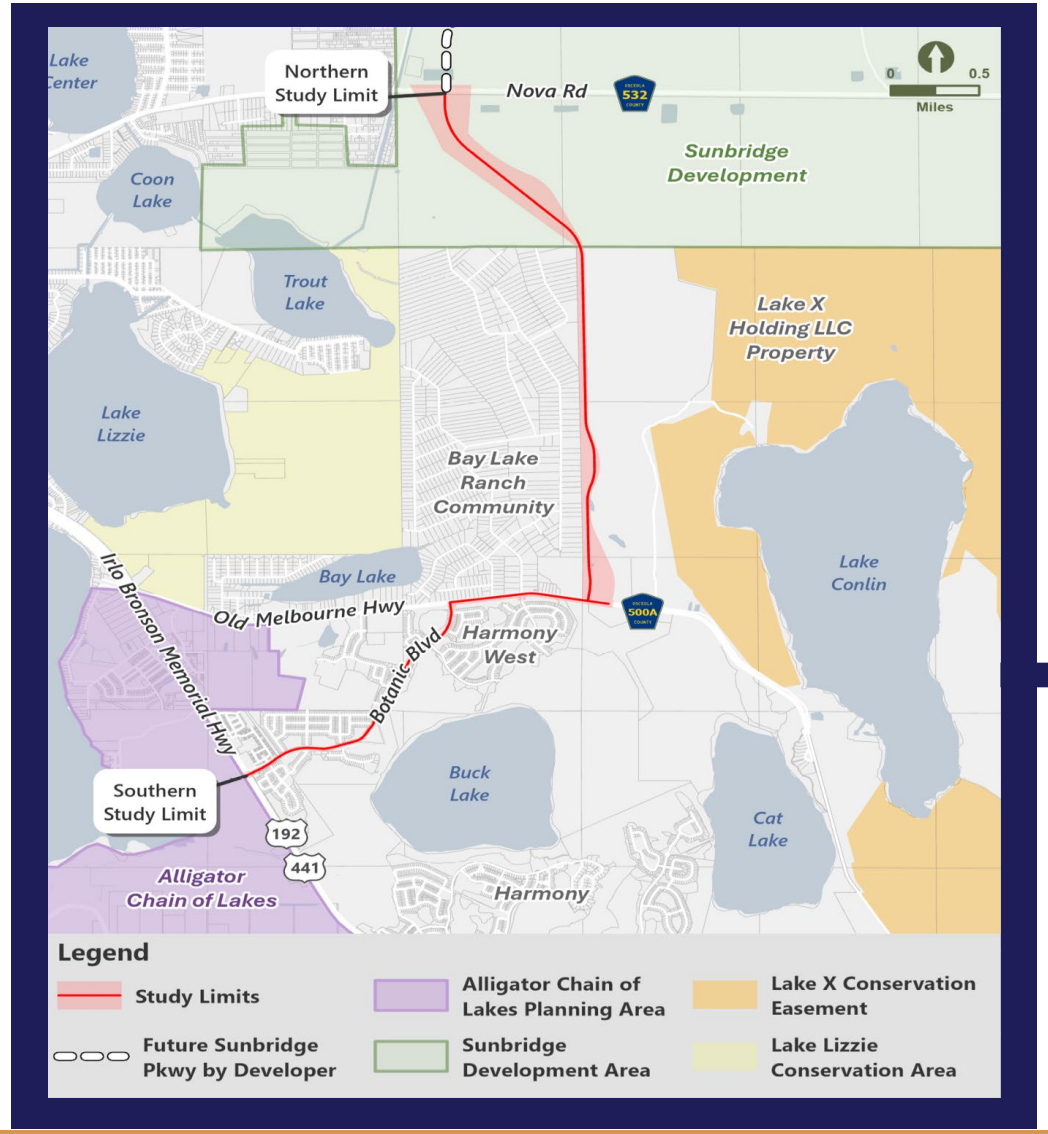
1994
1995
0.5x

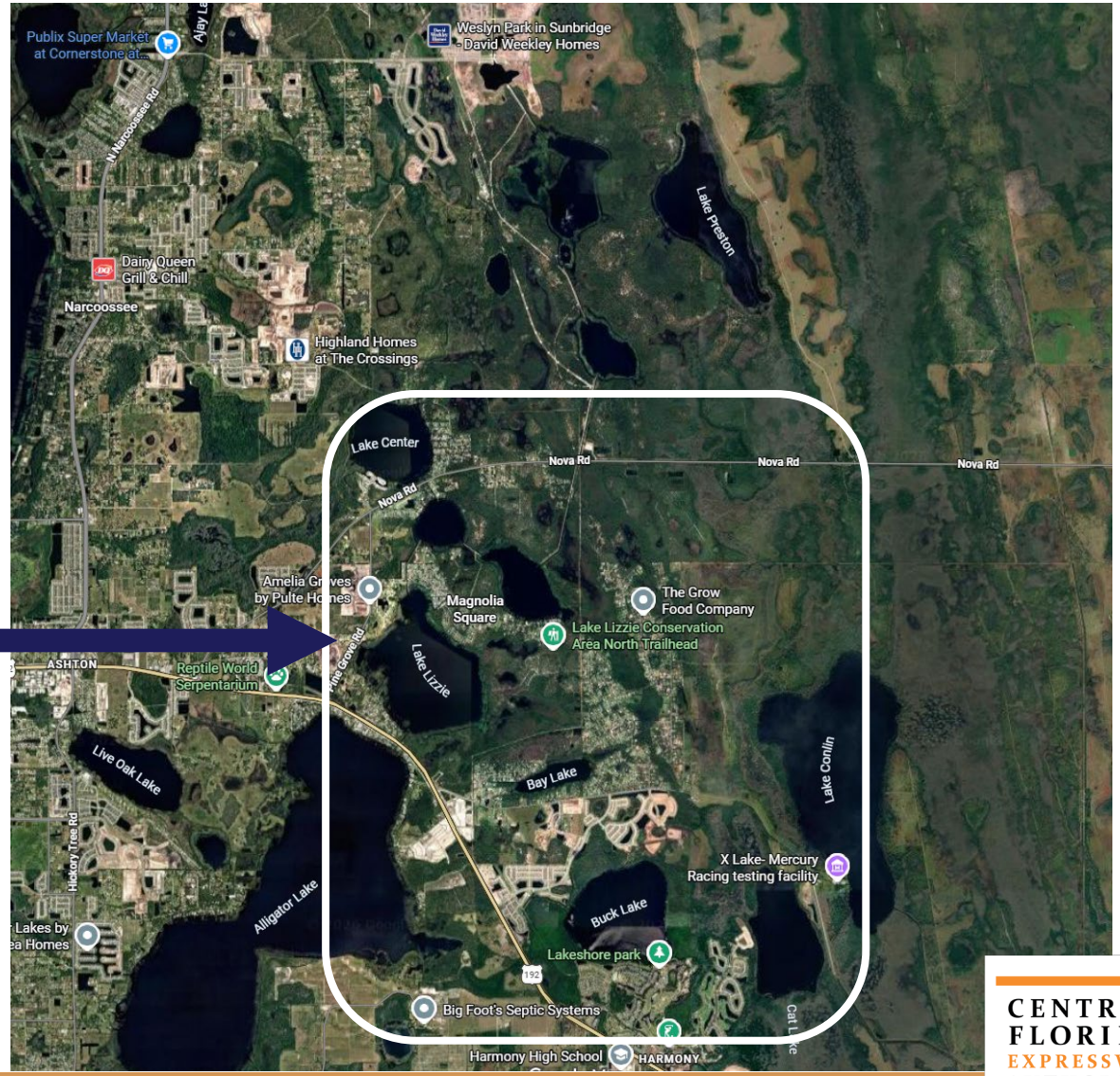


CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Sunbridge Parkway Extension

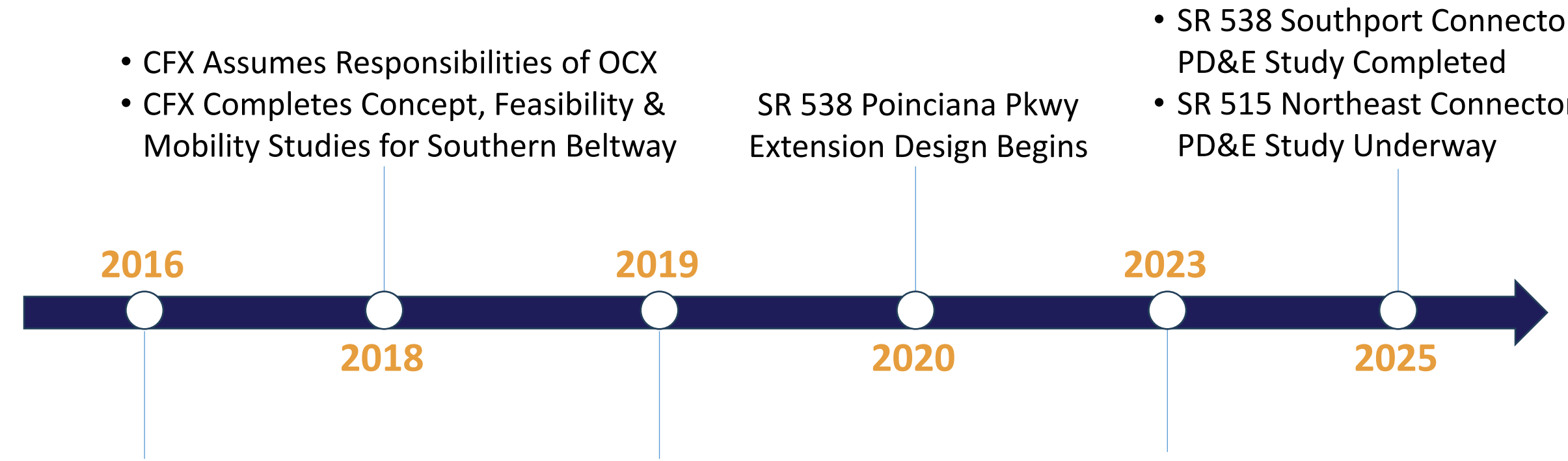
(Osceola County Investment)





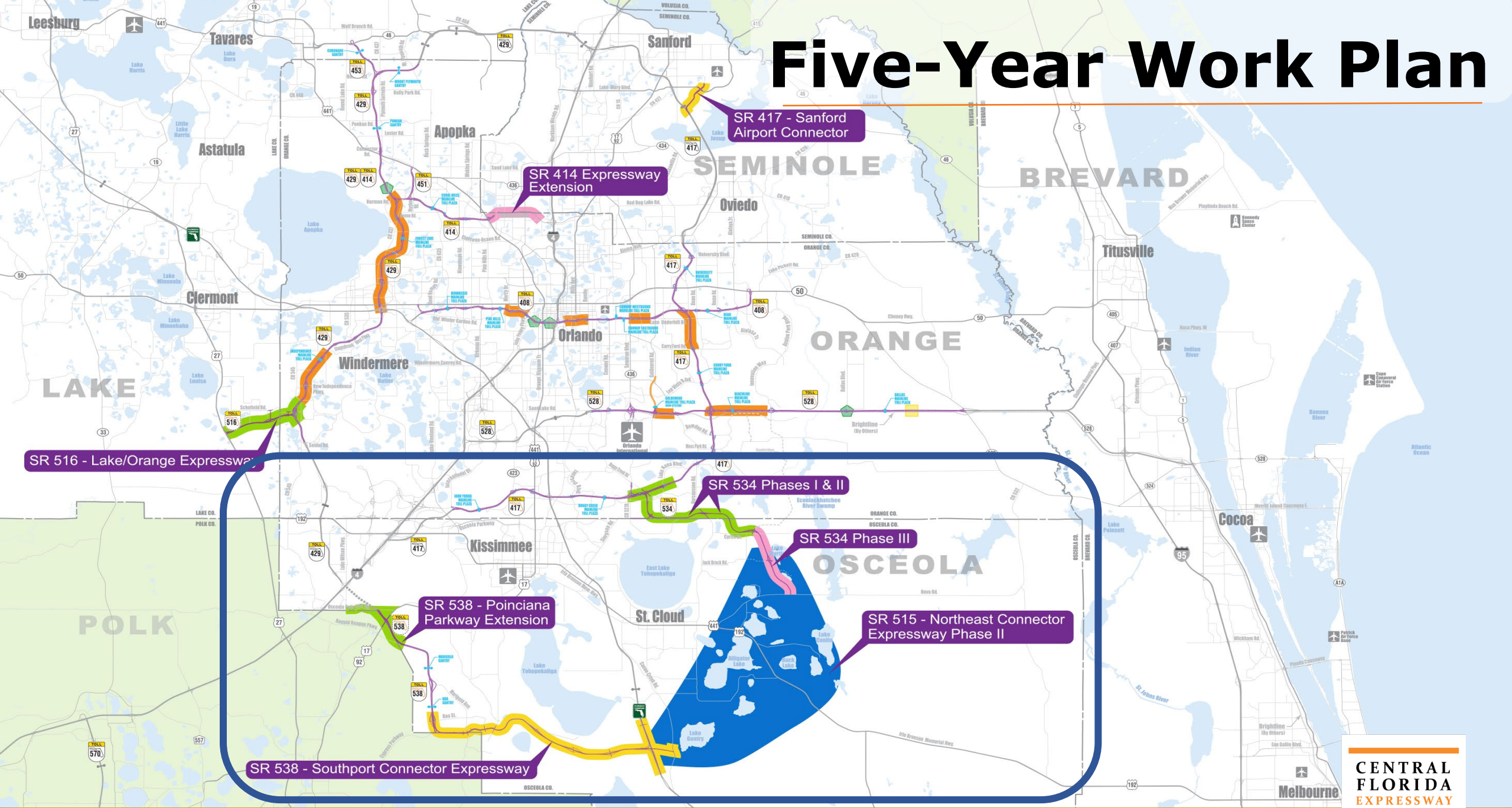
CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Delivering the Regional Southern Beltway



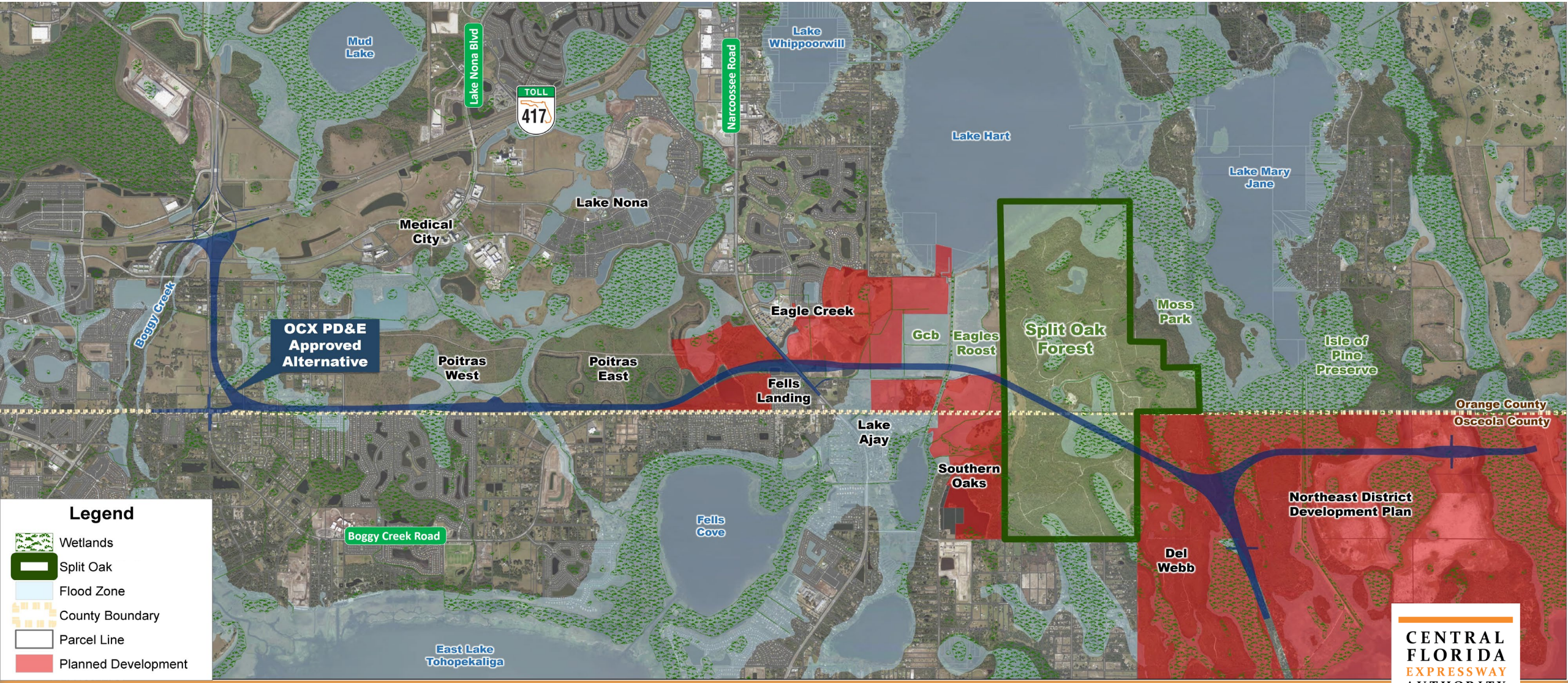
CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Five-Year Work Plan



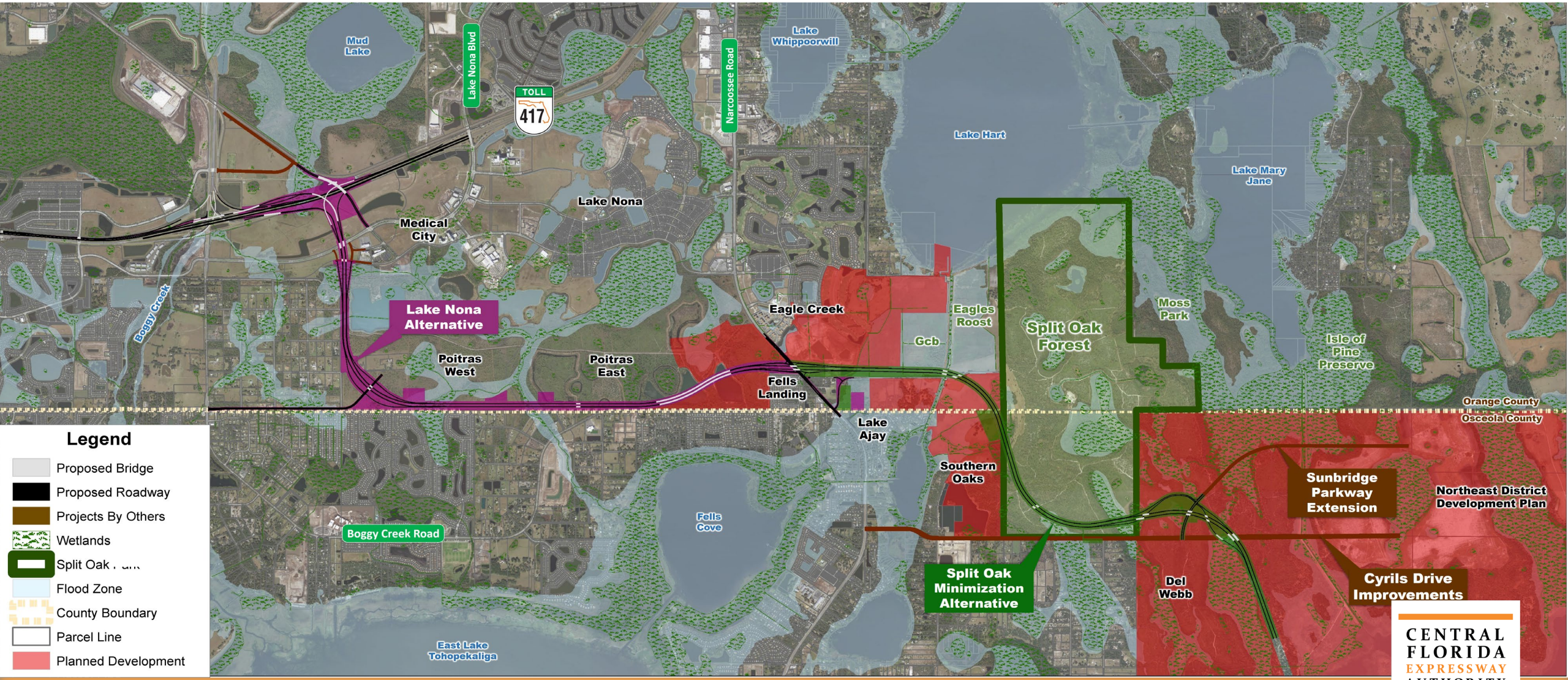
CENTRAL FLORIDA EXPRESSWAY AUTHORITY

2017: Osceola County Expressway Authority (OCX) PD&E Alternative



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

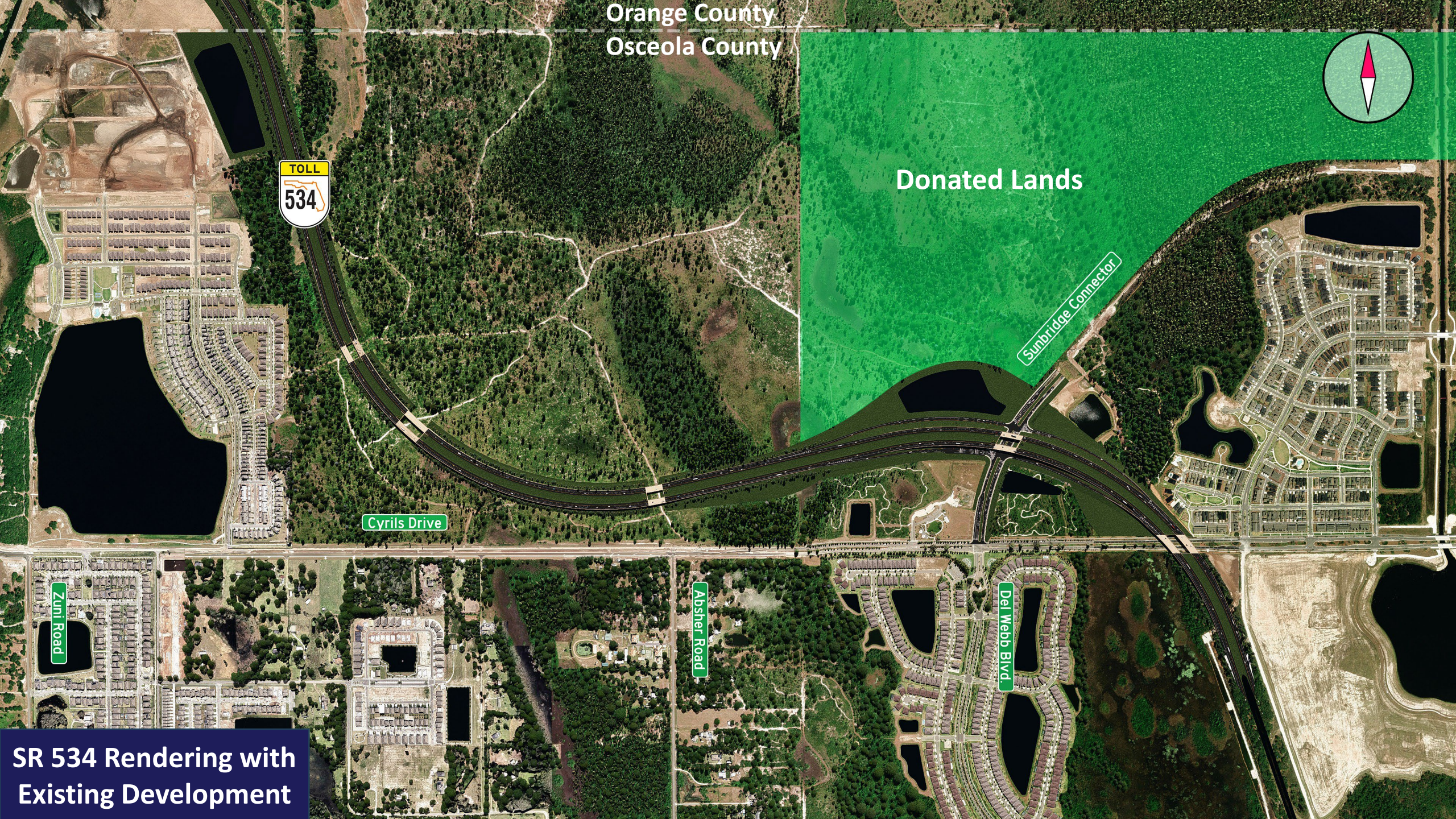
2019: CFX Osceola Parkway Extension PD&E Re-Evaluation



CENTRAL FLORIDA EXPRESSWAY AUTHORITY


Southchase
Meadow Woods
Lake Hart
Lake Hart
LAKE NONA REGION
LAKE NONA MEDICAL CITY
Eagle Creek
Village
Lake Mary Jane
Conservation
Lands
Donated
Lands
SOUTHEASTERN OAKS
Northeast District
Master Plan Approved (2010)
Residential:
29,320 dwelling units
Commercial/Office/Industrial/Other:
10,535,000 sq. ft.
Hotel:
5,000 rooms
Beuna Ventura Lakes
East Lake Tohopekaliga
Narcoossee
Magnolia Square
St. Cloud
ASHTON
Lake Conlin

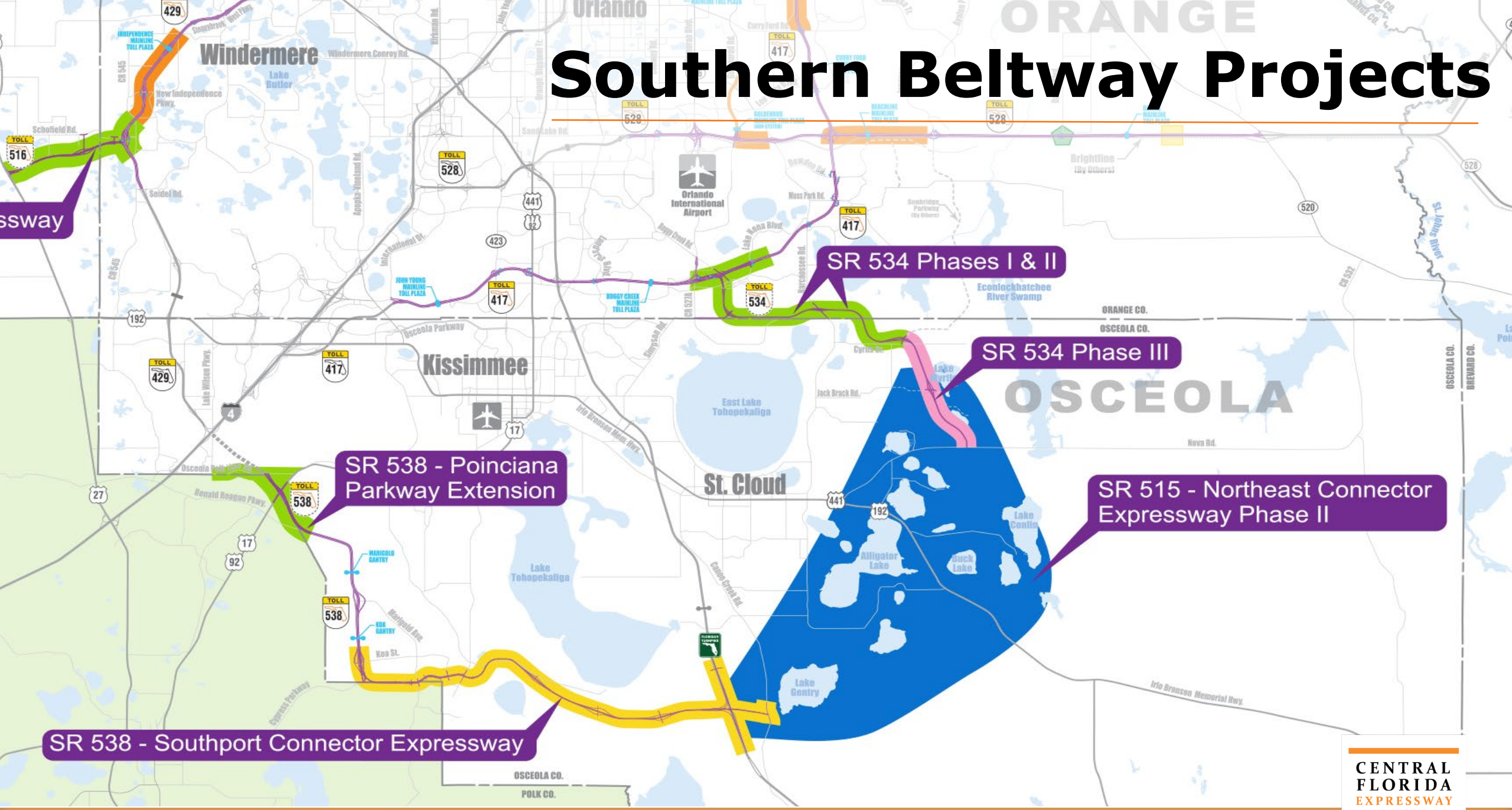

LAKE WHIPPOORWILL
Lake Hart
Lake Hart
LAKE NONA REGION
Lake Mary Jane
Conservation Lands
Donated Lands
Orange County
SOUTHEASTERN OAKS
Donated Lands
Osceola County
Ajay Lake
Fells Cove
Google Earth



SR 534 Rendering with Existing Development

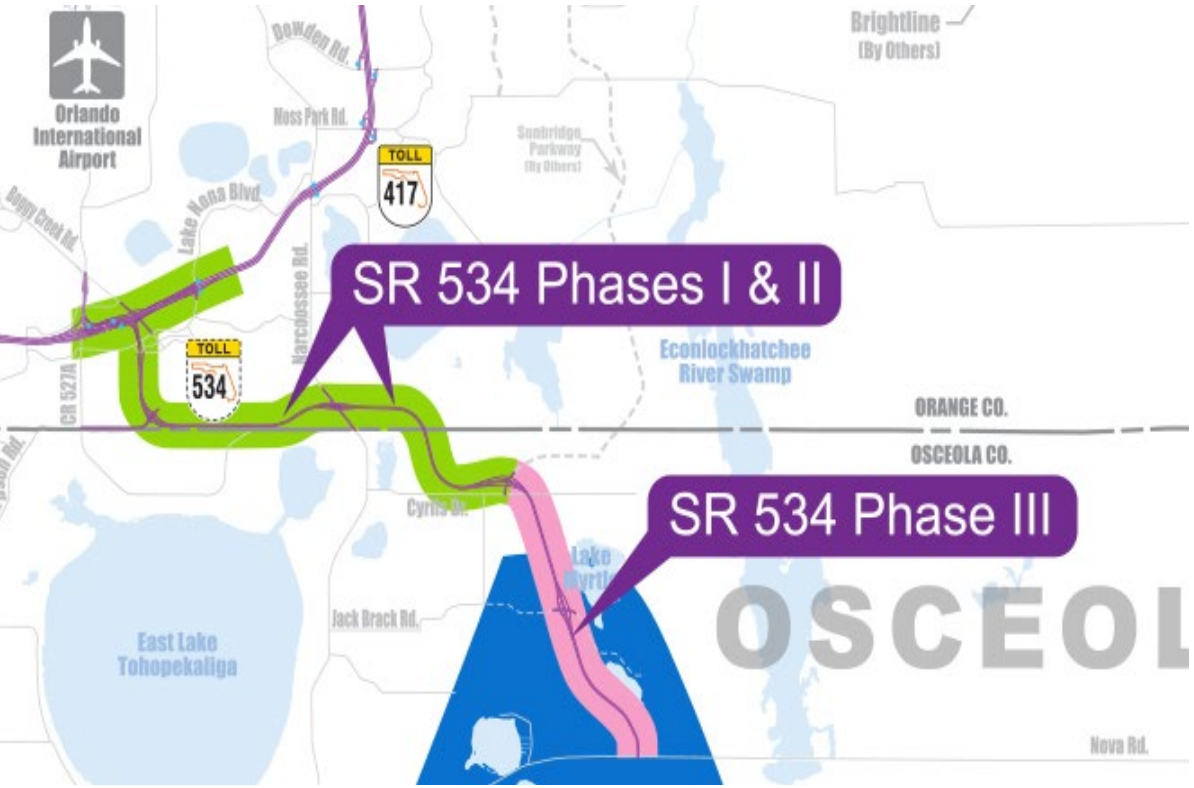

TOLL
534
TOLL
534
Cyrils Drive
Cyrils Drive
Cyrils Drive

Southern Beltway Projects



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Regional Southern Beltway:
State Road 534



Project Highlights:

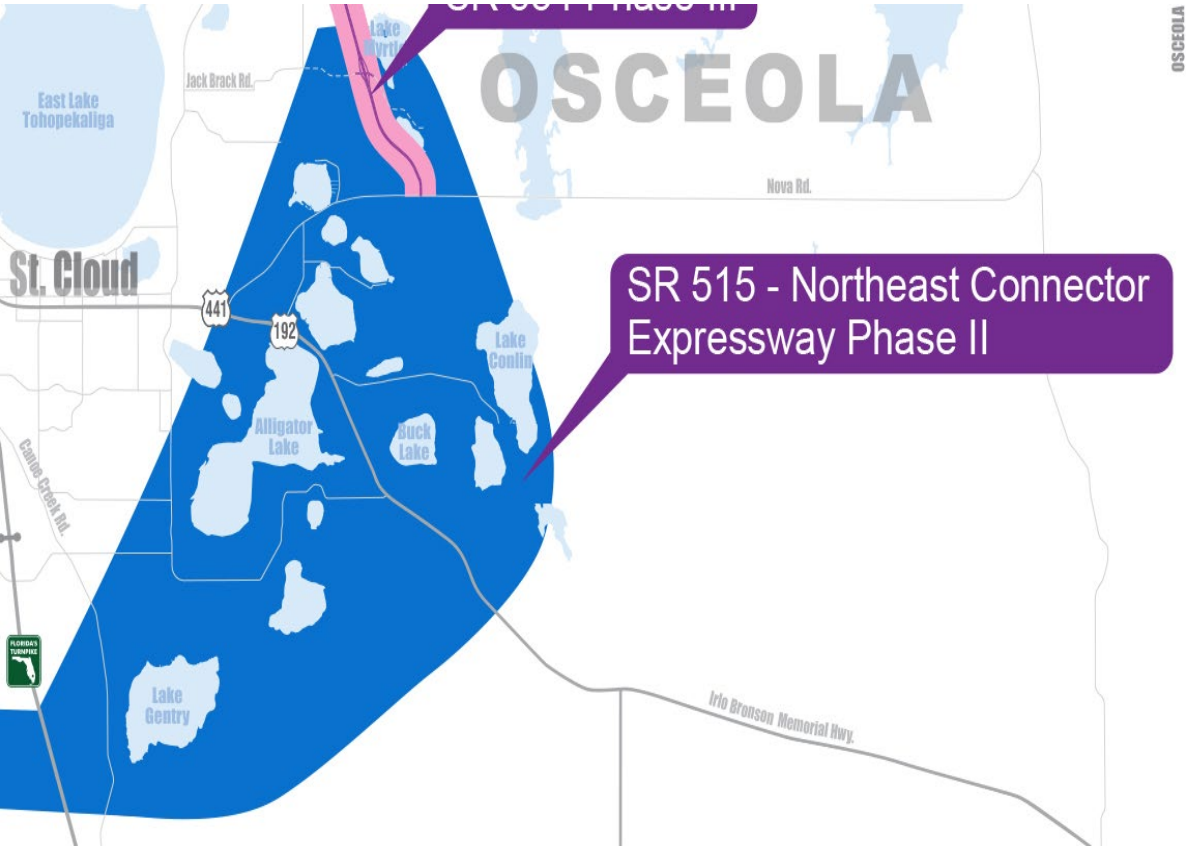
- 14 miles connecting SR 417 near MCO & Nova Rd.
- Two lanes in each direction
- Three (3) phases for design and construction
- 1,550 acres donated lands into conservation
- $24M for restoration and maintenance
- $1.25M to FWC for Split Oak enhancements
- Three (3) wildlife bridges and trail access
- Prescribed burn safety warning signage

Project Status:

- ROW and design underway
- Construction anticipated start: early-2027

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Regional Southern Beltway:
Northeast Connector Expressway



Project Highlights:

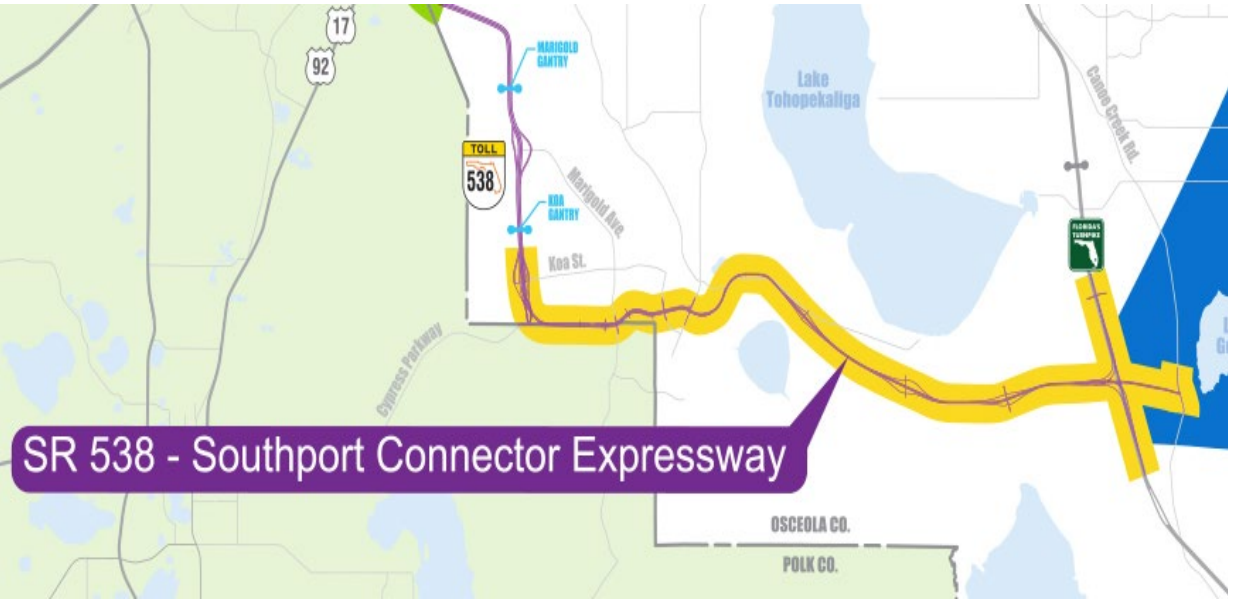
- 15 to 20 miles connecting Florida's Turnpike northeast to SR 534
- Multiple corridors being evaluated for consideration
- Three (3) corridors remain based on stakeholder and community input

Project Status:

- Public workshop planned in 2026
- PD&E study anticipated completion: mid-2027

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Regional Southern Beltway:
Southport Connector Expressway



Project Highlights:

- 15-mile expressway connecting Poinciana Pkwy to Florida's Turnpike
- Local access maintained on Cypress Pkwy and capacity doubled
- Bridge and wall expressway hybrid for local views
- Preferred alternative aligns with Osceola County Urban Growth Boundary

Project Status:

- Preferred alternative approved: December 2025
- Exploring phasing design and construction
- Evaluating partner contributions for viability

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Regional Southern Beltway:
Poinciana Parkway Extension & CR 532



Project Highlights:

- 3.1 miles extending Poinciana Pkwy from Ronald Reagan Blvd. to CR 532
- Direct connect to FDOT & FTE I-4 projects
- Designed in two (2) segments
- Interchange at US 17/92
- CR 532 capacity doubled between Lake Wilson Rd. to US 17/92 to support Poinciana Pkwy Extension
- CR 532 includes multi-modal paths

Project Status:

- CR 532 widening anticipated start: mid-2026
- Poinciana Pkwy Extension anticipated start: late-2027

CENTRAL FLORIDA EXPRESSWAY AUTHORITY


Thank You

F. 4.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

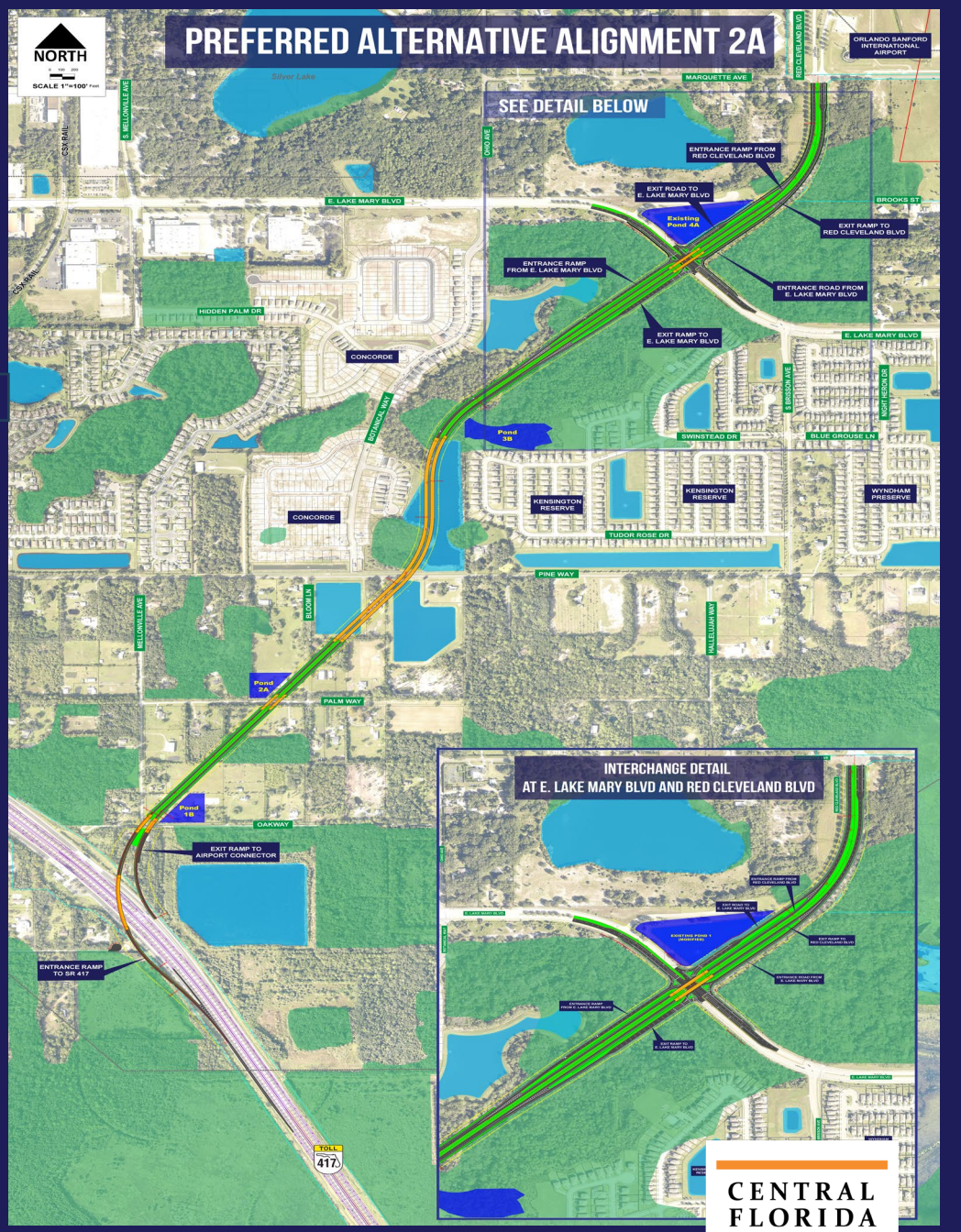


SR 417 Sanford Airport Connector Project Interlocal Agreement

Glenn Pressimone, PE | Chief of Infrastructure

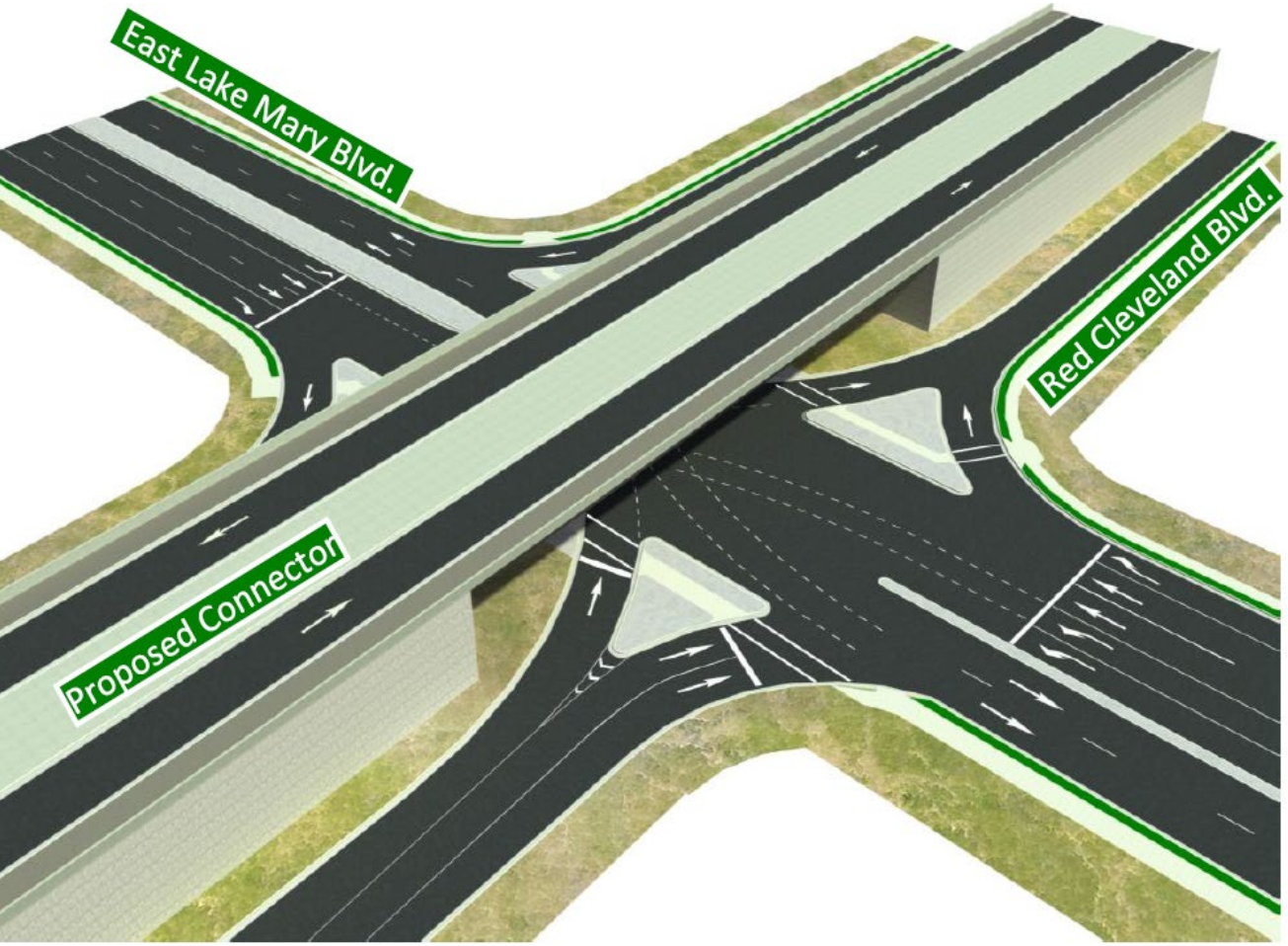
February 12, 2026





CENTRAL FLORIDA EXPRESSWAY AUTHORITY

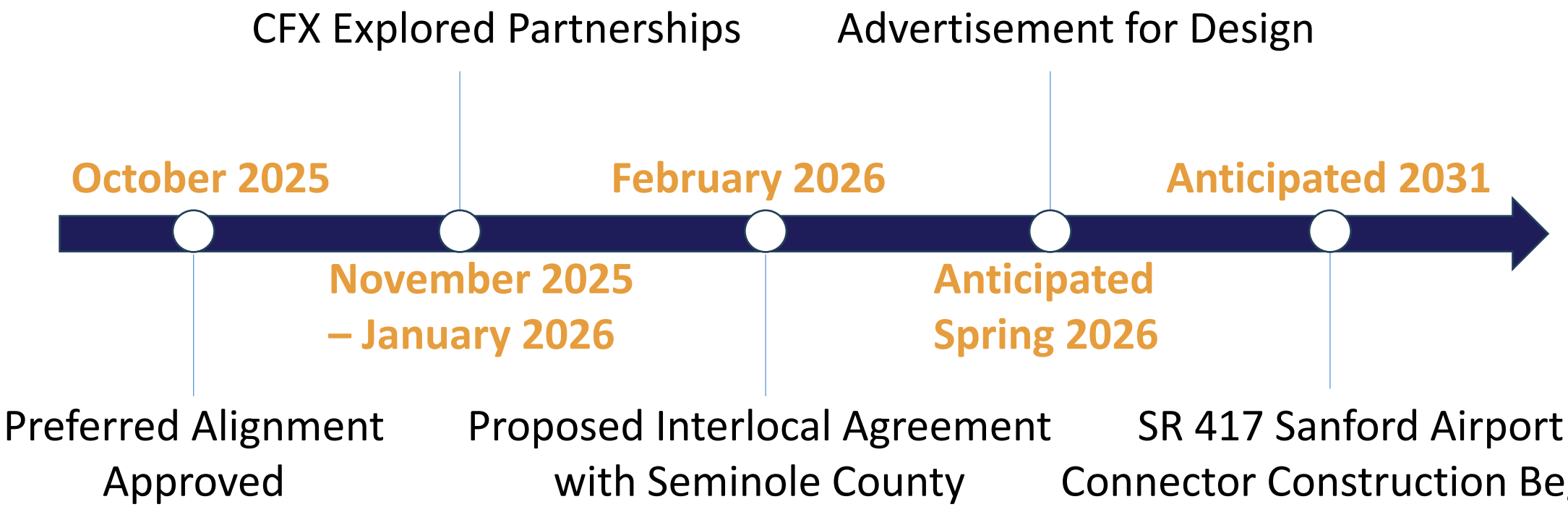
Access & Congestion Relief



- Provides alternative route to Lake Mary Blvd and Red Cleveland Blvd from SR 417 Northbound
- Maintains access to local roads
- Relieves congestion on local roads from existing and planned development

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Regional Connector Delivery for Local Relief



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Recommended Motion

Approval of the Interlocal Agreement with Seminole County County for the SR 417 Sanford Airport Connector and to proceed into project production phases.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

INTERLOCAL AGREEMENT

between

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

and

SEMINOLE COUNTY

related to

Joint Funding for the SR 417 Sanford Airport Connector Project

---

Section 1. Definitions 3

Section 2. First Payment 5

Section 3. Project Design Phase 6

Section 4. Second Payment 6

Section 5. Project Property Acquisition and Pre-Construction Phase 7

Section 6. Project Construction Phase 8

Section 7. Failure of CFX to Perform 8

Section 8. Force Majeure 9

Section 9. Disputes 10

Section 10. Project Ownership and Revenues; Waivers 10

Section 11. No Partnership; Independent Status 11

Section 12. Agency Liaisons; Formal Notice 12

Section 13. General Provisions 13

Section 14. Entire Agreement 16

INTERLOCAL AGREEMENT
between
CENTRAL FLORIDA EXPRESSWAY AUTHORITY
and
SEMINOLE COUNTY
related to
Joint Funding for the SR 417 Sanford Airport Connector Project

---

THIS INTERLOCAL AGREEMENT (this "**Agreement**"), is made and entered into by and between:

CENTRAL FLORIDA EXPRESSWAY AUTHORITY (**"CFX"**), a body politic and corporate and agency of the state, under the laws of the State of Florida with its principal place of business located at 4974 ORL Tower Road, Orlando, Florida 32807; and

SEMINOLE COUNTY (the **"County"**), a charter county and political subdivision of the State of Florida, having its principal place of business located at 1101 East 1st Street, Sanford, Florida 32771.

CFX and the County may each herein be referred to individually as the **"Party"** and collectively as the **"Parties"**.

RECITALS

A. CFX is authorized by Chapter 348, Florida Statutes, to construct, reconstruct, improve, extend, repair, maintain and operate its expressway system, together with approaches, streets, roads, bridges, and avenues of access for such system and to enter into contracts and other agreements with agencies of the State of Florida for the purpose of carrying out such powers.

B. With the Orlando Sanford International Airport growing and traffic becoming increasingly congested in the surrounding area, the County's Board of County Commissioners requested that CFX conduct a study to evaluate the feasibility of an expressway connection between SR 417 and the Orlando Sanford International Airport.

C. In response, CFX conducted a Concept, Feasibility, and Mobility Study (**"CF&M"**), the final version of which is herein incorporated by reference and for reference purposes only, to evaluate the feasibility of a direct access route between SR 417 and the Orlando Sanford International Airport (the **"Project"**). This CF&M was completed in August of 2023 and found that such an expressway connection was feasible from an engineering and environmental standpoint.

D. Building upon the conclusions and findings from the 2023 CF&M, in 2024, CFX began a Project Development and Environment Study (**"PD&E"**), the final version of which is herein incorporated by reference and for reference purposes only, to evaluate proposed alternative alignments for the Project, which was completed in October of 2025.

E. Based on the results of the PD&E, on October 9, 2025, CFX's Governing Board unanimously approved a Preferred Alternative (as defined in the PD&E) for the Project and, due to financial viability shortfalls, directed CFX staff to identify funding partners to increase the Project's financial viability prior to commencing the Project.

F. The County is committed to meeting the current and future transportation mobility demands of its growing population and economy, and views CFX's completion of the Project as a key step toward its goal of promoting regional connectivity and alleviating congestion on its local roads.

G. As a result, the County finds it to be in the best interest of the County, its residents, and the public's safety and welfare to financially contribute toward the Project's completion, thereby ensuring its financial viability and advancing the County's transportation objectives.

H. CFX finds both acceptance of such financial contribution from the County and completion of the Project to be aligned with its objective of building, operating, and maintaining a mobility network that drives economic prosperity and quality of life through accountability, fiscally sound practices, and a community focus.

NOW, THEREFORE, in consideration of the mutual covenants expressed in this Agreement, and intending to be legally bound by this Agreement, the Parties agree that the foregoing recitals are true, correct, and incorporated herein as part of this Agreement, and further agree as follows:

Section 1. Definitions

1.1 For the purposes of this Agreement, the capitalized terms are to be understood as they are first defined, either by use of bold parenthetical reference or as found within bold quotation marks.

1.2 In addition to such capitalized terms, the following terms are hereby defined as follows:

A. **"Agreement"** shall mean this agreement including all exhibits, appendices, schedules, and attachments hereto, as may be mutually agreed upon to be amended, and any documents otherwise incorporated herein by reference, as may be amended from time to time.

B. **"60% Design Milestone"** means the progress of plans production identified as the 60% submittal in CFX's Design Guidelines, as most recently published.

C. **"Construction"** means the physical work of building the Project, including mobilization, site preparation, utility relocation, installation, improvements, and all activities necessary to complete the Project in accordance with the Construction contract documents fully executed between CFX and the Construction Contractor (as defined in **Subsection 5.2**).

D. **"Construction Phase"** shall mean the period of time beginning on the date the Notice to Proceed has been issued to the Construction Contractor by CFX and ending on the date the Notice of Final Acceptance has been issued to the Construction Contractor by CFX.

E. **"County Contribution"** shall mean **Fifty Million and No/100 Dollars ($50,000,000.00)** to be paid by the County to CFX as contemplated in this Agreement.

F. **"Design Phase"** shall mean the period of time beginning on the date the contract for Design Services (as defined in **Subsection 3.1**) for the Project has been fully executed and ending on the date on which the Project's design is completed. Post-design services are not part of the Design Phase.

G. **"Force Majeure Event"** means when, and to the extent, any event or circumstance is beyond the reasonable control of the affected Party that prevents, materially delays, or renders impracticable performance of this Agreement, including, without limitation: hurricanes and named tropical storms; floods and other extreme weather; fires or explosions; acts of God; epidemics or pandemics; war, terrorism, civil commotion, or riots; labor strikes (excluding those of the affected Party's workforce to the extent reasonably controllable); requirements of law; governmental or regulatory actions (whether or not having the effect of law), including without limitation export or import restrictions, tariffs, quota, or other restriction or prohibition or any complete or partial government shutdown, permitting delays, or emergency orders; court

injunctions; failures or outages of utilities, telecommunications, or internet; banking system disruptions (including ACH, Fedwire, or SWIFT outages), cyberattacks, and widespread service provider failures. Lack of funds alone will not be considered a Force Majeure Event.

H. **"Notice of Final Acceptance"** means CFX's written notice to the Construction Contractor that the Project's Construction is complete and accepted in accordance with the Construction contract documents.

I. **"Notice to Proceed"** or **"NTP"** means the written directive issued by CFX to the Construction Contractor that authorizes commencement of the Construction and sets the effective date from which contract time and performance obligations begin.

J. **"Property Acquisition and Pre-Construction Phase"** means the period of time beginning after the Second Payment (as defined in **Subsection 4.1**) and ending when the Construction Phase begins.

1.3 Additional Clarifications

A. Time shall be calculated in this Agreement as follows:

1. **"Business day"** means any day other than Saturday, Sunday, a Florida legal bank holiday, any day the State of Florida treats as a work holiday for state employees, including any day declared a work holiday for state employees by the Governor, or any day the County treats as a work holiday for County employees. For any period measured in business days, the deadline occurs at 5:00 p.m. on the final business day.

2. **"Calendar day"** means one calendar day. For any period measured in calendar days, the deadline occurs at 5:00 p.m. on the final calendar day; however, if that final calendar day is not a business day, then the deadline shall automatically extend to the next business day at 5:00 p.m.

3. To avoid ambiguity, if the word **"day"** is not modified by either "business" or "calendar," it shall be read as "calendar day". When used in the plural, "calendar days" or "business days" shall mean consecutive calendar days or consecutive business days, respectively.

4. When calculating any period measured in calendar days or business days, the day of the triggering event shall be excluded and the period shall begin on the next calendar day for calendar-day periods, or on the next business day for business-day periods. If the triggering event occurs after 5:00 p.m., it shall be deemed to have occurred on the next calendar day for calendar-day periods, or on the next business day for business-day periods, for counting purposes.

5. All references to time are to Eastern Time (Orlando, Florida).

B. The words **"must"**, **"will"**, and **"shall"** are always mandatory and not discretionary; the word **"may"** is permissive.

C. Unless the context clearly indicates the contrary, where a clause herein involves two or more items, conditions, provisions, or events connected by the conjunctions **"and"**, **"or"**, **"either . . . or"**, or **"and/or"**, such conjunctions shall be interpreted as follows:

1. **"And"** indicates that all the connected terms, conditions, provisions, or events shall apply.

2. **"Or"** indicates that the connected items, conditions, provisions, or events may apply singly or in any combination.

3. **"Either . . . or"** indicates that the connected items, conditions, provisions, or events shall apply singly but not in combination, unless further modified by **". . . or both"**.

4. **"And/or"** indicates that the connected items, conditions, provisions, or events shall apply either singly or in combination.

D. The words **"includes"** and **"including"** shall not limit a term to the specific example but is intended to extend its meaning to all other instances or circumstances of like kind or character.

E. The words **"herein"**, **"hereby"**, **"hereinafter"**, **"hereto"**, **"hereof"**, and other equivalent words shall refer to this Agreement as a whole, including any documents incorporated into this Agreement whether by attachment or reference.

F. 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.

G. Except as expressly stated otherwise, all references to Sections, Subsections, Paragraphs, Provisions, Exhibits, and Schedules are to those contained in this Agreement.

H. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

I. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated.

1.4 Ambiguity; Interpretation. In the event of any material discrepancy, deficiency, or ambiguity in this Agreement, the Parties shall work in good faith to resolve the matter. Should a satisfactory resolution not be reached, the Parties shall proceed under **Section 9: Disputes**.

Section 2. First Payment

2.1 The County shall, within thirty (30) calendar days of the execution of this Agreement by the Parties, make an initial payment to CFX in the amount of **Twenty-Five Million and No/100 Dollars ($25,000,000.00)** (the **"First Payment"**), which shall obligate CFX to achieve the 60% Design Milestone.

2.2 The First Payment shall be made by domestic, same-day, irrevocable wire transfer of immediately available funds to the account designated in the written wire instructions provided by CFX to the County. Prior to any transmission of funds, the County shall confirm CFX's wire instructions by telephone with CFX's designated contact. No changes to wire instructions may be accepted by email alone.

2.3 CFX shall deliver written Formal Notice (as discussed in **Subsection 12.2**) confirming receipt of the First Payment to the County no later than three (3) business days after the date the First Payment is received. Wire transfers initiated after 3:00 p.m. shall be deemed received on the next business day for purposes of CFX's confirmation obligation.

2.4 If the First Payment is not received on the expected date or is received in an amount different from the amount transmitted, CFX shall promptly notify the County upon discovery and the Parties will cooperate in good faith to resolve any discrepancy.

2.5 Failure by the County to make the First Payment within the time allotted under **Subsection 2.1** shall constitute a material breach of this Agreement. CFX may, at any time thereafter, terminate this Agreement upon written Formal Notice (as discussed in **Subsection 12.2**) to the County; provided, however, that if, prior to the County's receipt of CFX's termination notice, the County makes the First Payment in accordance with **Subsection 2.2**, the breach shall be deemed cured and CFX's right to terminate on account of that breach shall lapse.

Section 3. Project Design Phase

3.1 Following CFX's receipt of the First Payment, CFX shall, in accordance with the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, and CFX's procurement policies and procedures, complete a qualifications-based procurement to select and award a contract to a qualified professional services firm (the **"Design Consultant"**) for completion of the Project's design (the **"Design Services"**).

3.2 CFX shall provide routine status updates to the County during the Design Phase and/or as reasonably requested by the County. At a minimum, CFX shall deliver a written status update to the County's Agency Liaison (as designated and further discussed in **Subsection 12.1**) by email upon reaching the 30%, 90%, and 100% design milestones.

3.3 Once the Project's design has reached the 60% Design Milestone, CFX shall provide written Formal Notice (as discussed in **Subsection 12.2**) of such occurrence to the County (the **"60% Confirmation"**).

3.4 Upon reaching the 60% Design Milestone, CFX shall have earned the full amount of the First Payment and shall not be required to return any portion thereof to the County, except as agreed to in **Subsections 4.5**.

Section 4. Second Payment

4.1 During the County's fiscal year beginning on October 1, 2027, and ending on September 30, 2028, CFX shall submit an invoice to the County via a written Formal Notice for the Second Payment (as defined below). No later than thirty (30) calendar days after receipt of CFX's invoice, the County shall make a second payment to CFX in the amount of **Twenty-Five Million and No/100 Dollars ($25,000,000.00)** (the **"Second Payment"**), which shall be used towards the Property Acquisition and Pre-Construction Phase and Construction Phase of the Project.

4.2 The same requirements and procedures provided in **Subsections 2.2, 2.3, and 2.4** as to the First Payment shall be followed for the Second Payment.

4.3 Unless and until the County timely transfers the Second Payment to CFX in accordance with this Section, CFX shall have no obligation to the County to proceed beyond the 60% Design Milestone, to procure Construction services, or to continue any other activities toward completion of the Project.

4.4 Failure by the County to make the Second Payment within the date specified in **Subsection 4.1** shall constitute a material breach of this Agreement. CFX may, at any time thereafter, terminate this Agreement upon written Formal Notice (as discussed in **Subsection 12.2**) to the County; provided, however, that if, prior to the County's receipt of CFX's termination notice, the County makes the Second Payment in accordance with **Subsection 2.2**, the breach shall be deemed cured and CFX's right to terminate on account of that breach shall lapse.

4.5 In-Kind Contribution

A. The provisions of this Section notwithstanding, CFX shall consider an in-kind contribution of Project-related real property interests (**"In-Kind Property"**) in lieu of or in combination with any portion of the County Contribution, provided that:

1. CFX, using its sole discretion, determines that the In-Kind Property is of the nature and kind that can be used to offset the costs of the Project;

2. The Parties mutually agree as to how the In-Kind Property will be valued against the County Contribution, which value shall include all costs associated with any conveyance of land, including without limitation title insurance, closing costs, and recording fees; and

3. The County's request to use In-Kind Property is delivered to CFX prior to the County making its Second Payment.

B. If CFX elects to accept In-Kind Property under this Section, the Parties shall reduce the mutually agreed-upon value of such In-Kind Property from the County Contribution. If, after such reduction, a balance remains owed to CFX, the In-Kind Property shall be transferred to CFX at no cost, and the Second Payment shall be reduced by the amount of such balance and then timely provided to CFX by the County.

C. If the Parties agree that the value of the In-Kind Property exceeds the County Contribution, the County shall not be required to make the Second Payment. In no event shall CFX be required to pay, credit, offset, or otherwise compensate the County for any such excess value; provided, however, that any unexpended portion of the First Payment remaining at the time of reconciliation shall be serve as the full and final consideration provided by CFX to the County for the conveyance of the In-Kind Property under the associated Purchase and Sale Agreement.

D. CFX shall have no obligation to accept any proposed substitution and may, in its sole discretion and acting in good faith, reject any proposed In-Kind Property that it does not deem to satisfy the viability requirements of the Project. As a condition to any acceptance, CFX may require additional information, documentation, assurances, or terms, including appraisal reports provided at the County's expense, as it deems reasonably necessary.

E. The Seminole County Board of County Commissioners must approve the contribution of any proposed In-Kind Property to CFX under this Agreement. Acceptance of In-Kind Property by CFX under this provision shall require approval by the CFX Board of Governors.

Section 5. Project Property Acquisition and Pre-Construction Phase

5.1 Following CFX's receipt of the Second Payment or mutually agreed upon In-Kind Property pursuant to **Section 4.5**, CFX shall:

A. Complete the Design Phase;

B. Commence the Project Property Acquisition and Pre-Construction Phase and diligently pursue the acquisition of all property interests necessary for completion of the Project, whether by voluntary conveyance or through condemnation proceedings, and complete such acquisitions to the extent required to begin Construction, in accordance with applicable Florida law and CFX's real property policies and procedures; and

C. Commence any necessary permitting activities for the Project.

5.2 CFX shall, in compliance with applicable Florida law and CFX's procurement policies and procedures, procure the services of and award a contract to a qualified and eligible construction contractor (the **"Construction Contractor"**) to complete Construction of the Project upon:

A. Completion of the Design Phase; and

B. CFX's determination, using its sole discretion, that all property interests and permits necessary to begin Construction have been, or with reasonable certainty will be, acquired.

5.3 CFX shall provide routine status updates to the County during the Project's Acquisition and Pre-Construction Phase and/or as reasonably requested by the County.

5.4 At a minimum, CFX shall deliver a written status update to the County's Agency Liaison (as designated and further discussed in **Subsection 12.1**) by email upon:

A. Adoption by the CFX Governing Board of a Resolution of Necessity as to the property interests to be acquired;

B. Advertisement of the solicitation for Construction services; and

C. Award and execution of the Construction contract with the Construction Contractor.

Section 6. Project Construction Phase

6.1 Upon meeting the Completion Deadline (as discussed in **Subsection 7.2**), CFX shall have earned the full amount of the County Contribution and shall not be required to return any portion thereof to the County.

6.2 CFX shall provide written Formal Notice (as discussed in **Subsection 12.2**) to the County of the following occurrences:

A. Issuance of the Notice to Proceed to the Construction Contractor, with such notice having the issued NTP attached thereto; and

B. Issuance of the Notice of Final Acceptance to the Construction Contractor, with such notice having the issued certificate attached thereto.

6.3 During the Construction Phase, CFX shall provide routine status updates to the County's Agency Liaison (as designated and further discussed in **Subsection 12.1**) and/or as reasonably requested by the County. At a minimum, such written updates shall provide the following information:

A. Construction progress against the Project schedule set forth in the Construction contract documents, as may be amended; and

B. Any significant issues, delays, risks, and planned mitigations.

Section 7. Failure of CFX to Perform

7.1 **Failure to Achieve 60% Design Milestone; Return of Funds.** Except to the extent excused by a Force Majeure Event as provided in **Section 8: Force Majeure**, if the Project fails to achieve the 60% Design Milestone on or before **September 30, 2028** (the **"60% Design Deadline"**), the County may deliver a written Formal Notice to CFX requesting the return of all funds paid to CFX by the County under this Agreement.

7.2 **Failure to Issue Notice to Proceed; Return of Funds.** Except to the extent excused by a Force Majeure Event as provided in **Section 8: Force Majeure**, if CFX timely achieved the 60% Design Milestone by the 60% Design Deadline but thereafter fails to issue the Notice to Proceed to the Construction Contractor on or before **December 31, 2034** (the **"NTP Deadline"**), the County may deliver a written demand to CFX, requesting the return to the County of the Second Payment. If the Project is not open to routine traffic by **December 31, 2038** (**"Completion Deadline"**), the County may deliver a written Formal Notice to CFX requesting the return of the Second Payment.

7.3 To exercise its right to return of funds under either **Subsection 7.1 or 7.2**, the County shall provide CFX with a thirty (30) calendar day written Formal Notice to cure the applicable deficiency (the **"Cure Period"**). Should CFX fail to cure the applicable deficiency prior to the expiration of the Cure Period, CFX shall have thirty (30) calendar days from its receipt of County's written Formal Notice demanding return of funds to return the applicable amount in the same manner by which it received such funds.

7.4 Nothing in this or any other provision in this Agreement shall be construed as preventing the Parties from mutually agreeing in writing to extend any deadlines provided in this Section.

7.5 If the County contributes In-Kind Property and CFX fails to meet the NTP Deadline, CFX shall either return the In-Kind Property or provide a check to the County in the amount of the mutually agreed upon value of the In-Kind Property as determined by **Subsection 4.5**, in either case within sixty (60) calendar days of a written Formal Notice by County to CFX.

Section 8. Force Majeure

8.1 **Notice and Updates.** The affected Party shall, in compliance with the Formal Notice provisions of **Subsection 12.2**, give prompt written notice of the Force Majeure Event to the other Party within five (5) business days after becoming aware of it, stating the nature of the event, expected impact on performance, and anticipated duration, and shall provide periodic updates while the Force Majeure Event continues.

8.2 **Effect on Milestones and Payments**

A. **60% Design, NTP Deadline, and Completion Deadline (Section 7)**

1. If and to the extent performance is prevented or delayed due to a Force Majeure Event despite commercially reasonable efforts, the 60% Design Deadline, NTP Deadline, and Completion Deadline shall each be extended by the period of such prevention or delay plus a reasonable remobilization period not to exceed thirty (30) calendar days (collectively, the **"FM Extension Period"**).

2. During the FM Extension Period, the County's corresponding return-of-funds remedy shall be deferred. If CFX fails to achieve the applicable milestone by the end of the FM Extension Period, the County's remedies under **Section 7: Failure of CFX to Perform** shall resume.

B. **County Payments (Sections 2 and 4).** If a Force Majeure Event prevents or delays the County's ability to transmit the First Payment or Second Payment, the applicable payment deadlines shall be extended for the duration of the Force Majeure Event plus a reasonable remobilization period not to exceed thirty (30) calendar days following the conclusion of the Force Majeure Event affecting performance under this Agreement.

Section 9. Disputes

9.1 In the event of any controversy, claim, or dispute arising out of or relating to this Agreement (**"Dispute"**) that cannot be resolved at the staff level, the matter shall be elevated to the CFX Executive Director and the Seminole County, County Manager (or their respective designees). Either Party may initiate this process either informally or by providing written Formal Notice of the Dispute to the other Party. Such individuals shall meet, in person or virtually, no later than fifteen (15) business days of such notice and shall negotiate in good faith to resolve the Dispute.

9.2 If the Dispute is not resolved at the executive level, either Party may request mediation. Mediation shall be conducted before a mutually agreed mediator located in Orange County, Florida or Seminole County, Florida. Mediation costs shall be shared equally by the Parties.

9.3 Mediation shall be a pre-condition to filing suit regarding any Dispute arising under or related to this Agreement. If mediation results in an impasse, either Party may pursue relief in a court of competent jurisdiction, as contemplated in **Subsection 13.20** of this Agreement.

9.4 Unless performance is rendered impossible by the nature of the Dispute, the Parties shall continue performing their respective obligations under this Agreement while the Dispute is pending.

9.5 Nothing in this Section prevents either Party from seeking immediate injunctive relief in a court of competent jurisdiction when necessary to prevent irreparable harm.

Section 10. Project Ownership and Revenues; Waivers

10.1 The County hereby acknowledges, affirms, and agrees that:

A. CFX shall have exclusive ownership of the Project and the exclusive right to regulate, establish, collect, and receive all tolls on the limited-access expressway components of the Project; and

B. All toll revenues and any other revenues arising from or relating to the Project that are collected or received by CFX shall belong solely to CFX.

10.2 To the fullest extent permitted by law, the County irrevocably disclaims, waives, and releases any and all rights, title, or interests, legal or equitable, with respect to the Project, in or to:

A. Any revenues of CFX arising from or relating to the Project (including tolls, fees, charges, and other income or proceeds); and

B. Any real or personal property, or property interests, acquired by CFX for the Project, whether or not such acquisition was funded in whole or in part with the County Contribution.

10.3 The County further covenants not to assert or pursue any claim, lien, encumbrance, security interest, setoff, recoupment, constructive trust, or other equitable or legal remedy against any such Project-related revenues or property interests.

10.4 For the avoidance of doubt, and provided that such rights do not constitute or create any ownership or other property interest in Project related CFX revenues or Project property, nothing in this Section limits the County's rights expressly set forth in this Agreement to enforce CFX's obligations regarding the County Contribution.

10.5 To the fullest extent permitted by law, each Party expressly agrees that it shall not assert, and hereby waives, any claim, demand, action, or cause of action against any other Party, or any other Party's

elected officials, officers, directors, employees, or agents, for any indirect, incidental, special, consequential, exemplary, or punitive damages, or for any loss of profits, revenues, or business opportunities, arising out of or relating to this Agreement, regardless of the theory of liability and even if such other Party has been advised of the possibility of such damages.

Section 11. No Partnership; Independent Status

11.1 This Agreement does not create a partnership, joint venture, agency, or fiduciary relationship between CFX and the County. Each acts independently under this Agreement.

11.2 CFX shall be responsible for the procurement of the Design Consultant, planning, design, permitting, acquisition of needed property interests, procurement of the Construction Contractor, and the Construction of the Project in accordance with this Agreement, and thereafter for the ownership, operation, maintenance, and management of the Project as part of CFX's expressway system.

11.3 The County shall serve solely as a financial contributor to the Project in accordance with this Agreement, shall timely perform its obligations and duties as expressly set forth herein, and shall have no duties to design, procure, construct, operate, maintain, or manage any portion of the Project.

11.4 External Funding Requirements.

A. The Parties acknowledge that the County may seek third-party financial or grant assistance to fund all or part of the County Contribution. Notwithstanding the foregoing, the County represents and warrants that no part of the County Contribution shall subject, passthrough, or otherwise impose upon CFX, the Design Consultant, or the Construction Contractor any federal, state, local, or third-party grant terms or conditions, reporting or compliance requirements, audits, repayment or matching obligations, or any other obligations or restrictions related to or associated with the use of any part of the County Contribution that are not expressly set forth in this Agreement (collectively, **"External Funding Requirements"**). CFX shall be entitled to rely on this representation by the County, and any acceptance by CFX of any portion of the County Contribution, regardless of its underlying funding source, shall not constitute acceptance by CFX of any External Funding Requirements.

B. The County shall not withhold, condition, offset, or demand the return of any portion of the County Contribution earned by CFX based on the source or external restrictions attached thereto. CFX, the Design Consultant, and the Construction Contractor shall have no responsibility for compliance with, and no obligation to return any portion of the County Contribution received on account of, any External Funding Requirements tied to thereto, and the County shall:

1. Be and remain solely responsible for all consequences, grant terms, and conditions associated therewith (including without limitation any compliance, reporting, audit, repayment, or clawback obligations); and

2. Promptly provide replacement compensation equal to the value of any monetary amount and/or property interest demanded, repaid, or encumbered by any third party so that the total monetary value of the County's Contribution remains whole.

C. The County hereby acknowledges that any decision to use funds sourced from any federal, state, local, or third-party grant or other source of third-party financial assistance will be done solely at the County's own risk and that the protections of **Section 8: Force Majeure** shall not be available to the County for any circumstance that may arise that are in any manner related to its decision to use such funds, whether foreseen, unforeseen, or related to a change in law.

D. For clarity, any violation of this **Subsection 11.4** by the County shall constitute a material breach of this Agreement by the County but shall not impair, condition, delay, or serve as a defense to CFX's entitlement to receive and retain any part of the County Contribution earned under **Subsections 3.4 or 6.1**.

E. This **Subsection 11.4** shall survive the expiration and/or termination of this Agreement.

Section 12. Agency Liaisons; Formal Notice

12.1 Agency Liaisons

A. CFX and the County each designate the following representatives (the **"Agency Liaison(s)"**) who shall be responsible for the day-to-day administration and management of this Agreement and its obligations, and for receiving any notice, request, consent, approval, demand, or other communication expressly stated in this Agreement to be delivered to an Agency Liaison.

B. Each Agency Liaison shall serve as their respective agency's primary point of contact for routine communications and coordination necessary for the effective performance of this Agreement.

1. CFX Liaison:
David Falk, Director of Engineering
Email: David.Falk@cfxway.com

2. County Liaison:
Acting County Engineer
Email: tolore@seminolecountyfl.gov

WITH EMAIL COPY TO

Seminole County
Attn: County Manager
1101 E. 1st St., Sanford, FL 32771
Email: dgray@seminolecountyfl.gov

C. CFX and the County may substitute their designated Agency Liaison at any time by providing Formal Notice to the other Party in accordance with **Subsection 12.2**. Such substitution shall not require an amendment to this Agreement.

12.2 Formal Notices

A. When this Agreement requires that a notice, request, consent, approval, demand, or other communication be provided in accordance with its **"Formal Notice"** provisions, such communication must comply strictly with this **Subsection 12.2**. For clarity, Formal Notice shall be the default requirement if the Agreement does not expressly state to whom a certain communication should be delivered.

B. All Formal Notice required under this Agreement shall be in writing and shall be deemed given and received as follows:

1. On the first business day after deposit with a nationally recognized overnight courier service, fees prepaid;

2. On the date of hand delivery if delivered before 5:00 p.m.; otherwise, on the next business day;

3. When actually received if sent by certified United States mail, return-receipt requested, postage prepaid; and/or

4. When transmitted to the recipient's email address set forth below before 5:00 p.m., and the recipient acknowledges receipt by reply email or the sender's system records a delivery confirmation (not merely "sent"). If transmitted after 5:00 p.m., or without acknowledgment/confirmation, the email communication shall be deemed received on the next business day.

C. Addresses for Formal Notices. Formal Notices shall be addressed as follows:

1. To CFX:

Central Florida Expressway Authority
Attn: Chief of Infrastructure
4974 ORL Tower Road, Orlando, Florida 32807
Email: Glenn.Pressimone@cfxway.com

AND

Central Florida Expressway Authority
Attn: General Counsel
4974 ORL Tower Road, Orlando, Florida 32807
Email: Cristina.Berrios@cfxway.com

WITH EMAIL COPY TO CFX'S AGENCY LIAISON
(see: **Subsection 12.1.B.1**).

2. To the County:

Seminole County
Attn: County Manager
1101 E. 1st St., Sanford, FL 32771
Email: dgray@seminolecountyfl.gov

AND

Seminole County
Attn: County Attorney
1101 E. 1st St., Sanford, FL 32771
Email: klatorre@seminolecountyfl.gov

WITH EMAIL COPY TO THE COUNTY'S AGENCY LIAISON
(see: **Subsection 12.1.B.2.**).

D. Each Party may substitute its Formal Notice information at any time by providing written Formal Notice to all other Parties in accordance with this **Subsection 12.2**. Such substitution shall not require an amendment to this Agreement.

Section 13. General Provisions

13.1 Agreement for Sole Benefit of the Parties. This Agreement and the rights and benefits created by it are for the sole and exclusive benefit of CFX and the County. Without limiting the generality of the foregoing, this Agreement shall not be deemed to be for the direct or indirect benefit of any third-party.

13.2 Assignments and Successors

A. Neither CFX nor the County shall, without the prior written consent of the other (which the other may withhold in its absolute discretion), sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of:

1. This Agreement (in whole or in part);

2. Any obligations, duties, or responsibilities it has hereunder; or

3. Any right, title, or interest arising under or in connection with this Agreement.

B. Each Party binds itself and its partners, successors, executors, administrators, and assigns to the other Party of this Agreement and to the partners, successors, executors, administrators, and assigns of such other Party, in respect to all covenants of this Agreement.

13.3 Attorneys' Fees. No prevailing-party entitlement shall arise under or with respect to this Agreement. Each Party shall bear its own attorneys' fees and costs in connection with the negotiation, drafting, execution, administration, and enforcement of this Agreement and in any matter arising out of or related to this Agreement, including any claim, action, proceeding, or enforcement effort at trial, on appeal, on rehearing, in post-judgment or bankruptcy proceedings, or in any administrative or alternative dispute-resolution forum. Notwithstanding the foregoing, this Subsection shall not limit any Party's right to recover attorneys' fees, costs, or expenses if and only to the extent such amounts are expressly included as recoverable under any indemnification obligations set forth in this Agreement, including defense costs in connection with any such indemnified claims.

13.4 Binding Effect; Conflicts. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, their heirs, personal representatives, successors, or permitted assigns. In the event of a conflict between the covenants, terms, or provisions of this Agreement and any document incorporated herein whether by attachment or reference, the provisions of this Agreement shall take precedence. Should there be any conflicts or inconsistency between any applicable law and this Agreement, the most restrictive shall govern.

13.5 Construction; No Presumption; Reliance. Each Party acknowledges that it has had the opportunity to be represented by counsel of such Party's choice with respect to this Agreement. In view of the foregoing, and notwithstanding any otherwise applicable principles of construction or interpretation, this Agreement is deemed to have been drafted jointly by the Parties, and in the event of any ambiguity it shall not be construed or interpreted against the drafting Party. Each Party relies solely on the representations, warranties, covenants, and obligations expressly set forth in this Agreement and its exhibits, and no Party has relied upon any representation or statement not specifically set forth herein. This provision is without prejudice to claims based on fraud or misrepresentation of any kind, including fraudulent inducement, intentional or negligent misrepresentation, concealment, or omission of material fact.

13.6 Counterparts; Delivery; Signatures. This Agreement may be executed in counterparts (including separate signature pages), each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures may be affixed and delivered electronically (including, without limitation, via a reputable e-signature platform, facsimile, or transmitted PDF or scanned image), and any such electronic signature and delivery shall be valid, enforceable, and admissible as if an original under Chapter 668, Florida Statutes. No Party shall deny the legal effect, validity, or enforceability of this Agreement or related documents solely because a signature is in electronic form or the document is an electronic record. Delivery of an executed counterpart by electronic transmission shall be effective upon completion of such transmission.

13.7 Further Assurances. Each Party will, without additional consideration, sign, acknowledge, and deliver any other documents and take any other action necessary or appropriate and reasonably requested by another Party to carry out the intent and purpose of this Agreement. By executing this Agreement, the CFX Governing Board delegates to the CFX Executive Director, or their designee, general authority to approve and execute amendments to and issue written Formal Notices under this

Agreement without Board approval, except that the following amendments must be approved by the Board to be effective:

A. Those that commit CFX to pay any amount in excess of the Procurement Threshold established and adjusted under the Procurement Chapter of the CFX Code; or

B. Those that reduce the monetary value of the County Contribution by any amount, or that accept an In-Kind Contribution under **Subsection 4.5** of this Agreement.

13.8 Governing Law. This Agreement 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 Agreement, without reference to any conflicts of law provisions.

13.9 Headings. The headings or captions of articles, sections, or subsections used in this Agreement 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 Agreement.

13.10 Inspector General; Audit Cooperation. Each Party shall comply with the provisions of Section 20.055, Florida Statutes, and shall cooperate fully with any duly authorized Inspector General or government oversight body in any investigation, audit, inspection, review, or hearing relating to this Agreement.

13.11 Interlocal Cooperation Act; Recordation. This Agreement is entered pursuant to Chapter 163, Florida Statutes, and will be recorded with the appropriate Clerks.

13.12 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 Agreement, which may be brought by either Party.

13.13 Modification. Unless otherwise expressly provided for herein, no modification of this Agreement shall be binding upon each Party unless it is reduced to writing and is signed by a duly authorized representative of each Party.

13.14 Remedies. No remedy conferred upon any Party in this Agreement 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.

13.15 Severability. The provisions of this Agreement are declared by the Parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependence is a material inducement for the Parties to enter into this Agreement. Therefore, should any material term, provision, covenant, or condition of this Agreement 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. If performance of any instruction or obligation becomes illegal due to a Force Majeure Event (e.g., government order or sanctions), the Parties shall confer in good faith to modify this Agreement in a manner consistent with law. If the Parties cannot mutually agree to modify the Agreement in such circumstances, the Parties will mutually agree on an amount of the County Contribution to be returned to the County. If the Parties cannot mutually agree to an amount to be returned, the Parties will follow the procedures in **Section 9: Disputes**.

13.16 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 Agreement. Such signatory further represents that he or she has fully reviewed and understands the terms and conditions set forth in this Agreement, including exhibits, and fully intends to abide by and comply with all of the terms and conditions set forth herein.

13.17 Sovereign Immunity. CFX and the County each hereby expressly retain sovereign immunity as provided in Section 768.28, Florida Statutes. Nothing herein waives sovereign immunity or expands any applicable limits of liability, and neither Party consents to suit except as permitted by statute. Neither CFX's nor the County's liability under or related to this Agreement shall exceed the statutory caps in Section 768.28, and no term of this Agreement shall confer any third-party beneficiary rights that would permit claims otherwise barred by sovereign immunity or law.

13.18 Enforcement by Specific Performance. In addition to all remedies available at law or in equity for enforcement of this Agreement, the Parties expressly agree they may enforce this Agreement by specific performance.

13.19 Survivorship. Those provisions which by their nature are intended to survive the expiration, cancellation, or termination of this Agreement, including by way of example only, the indemnification and records maintenance provisions, shall survive any expiration, cancellation, or termination of this Agreement.

13.20 Venue. Each Party 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 Agreement or the performance of the associated obligations 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.

13.21 Waiver. No delay or failure on the part of any 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.

Section 14. Entire Agreement

14.1 This Agreement, 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 Agreement supersedes all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of the Parties.

[The Parties have signed on the following pages.]

IN WITNESS OF THEREOF, the Parties hereby sign this Agreement.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By:_____
CFX Chairman

Printed Name: _____

Date: _____

ATTEST:_____
Regla ("Mimi") Lamaute
Manager of Board Services

Approved as to form and legality by legal counsel to the Central Florida Expressway Authority on this 29th day of January, 2026, for its exclusive use and reliance.

By:_____
Cristina T. Berrios
General Counsel

IN WITNESS OF THEREOF, the Parties hereby sign this Agreement.

ATTEST

_____
GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

_____
County Attorney

SEMINOLE COUNTY

By: _____
ANDRIA HERR, Chairman

Date: _____

As authorized for execution by the Board of
County Commissioners at its _____,
_____, 20_____, regular meeting.

F. 5.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

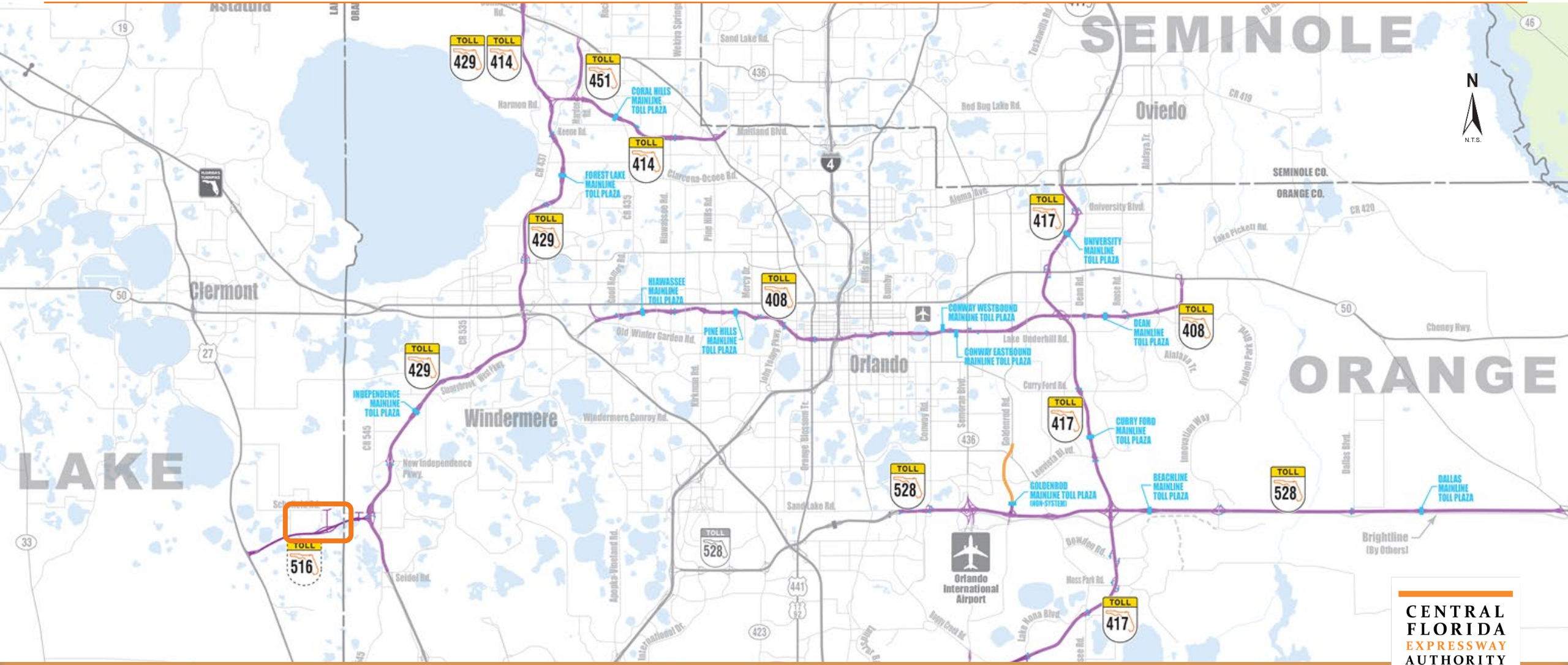


SR 516 Lake/Orange Expressway Project from West of Cook Road to Lake/Orange County Line

David Falk, PE | Director of Engineering

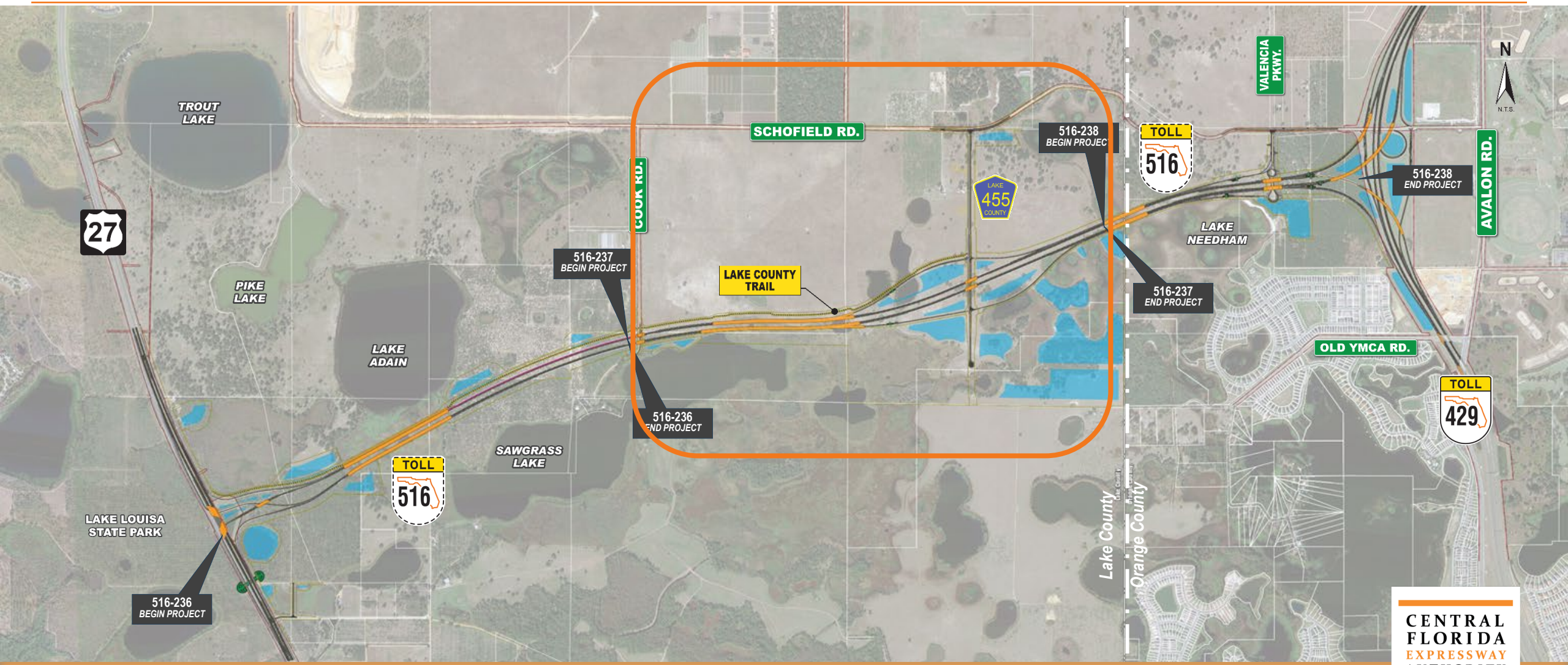
February 12, 2026

Project Location



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

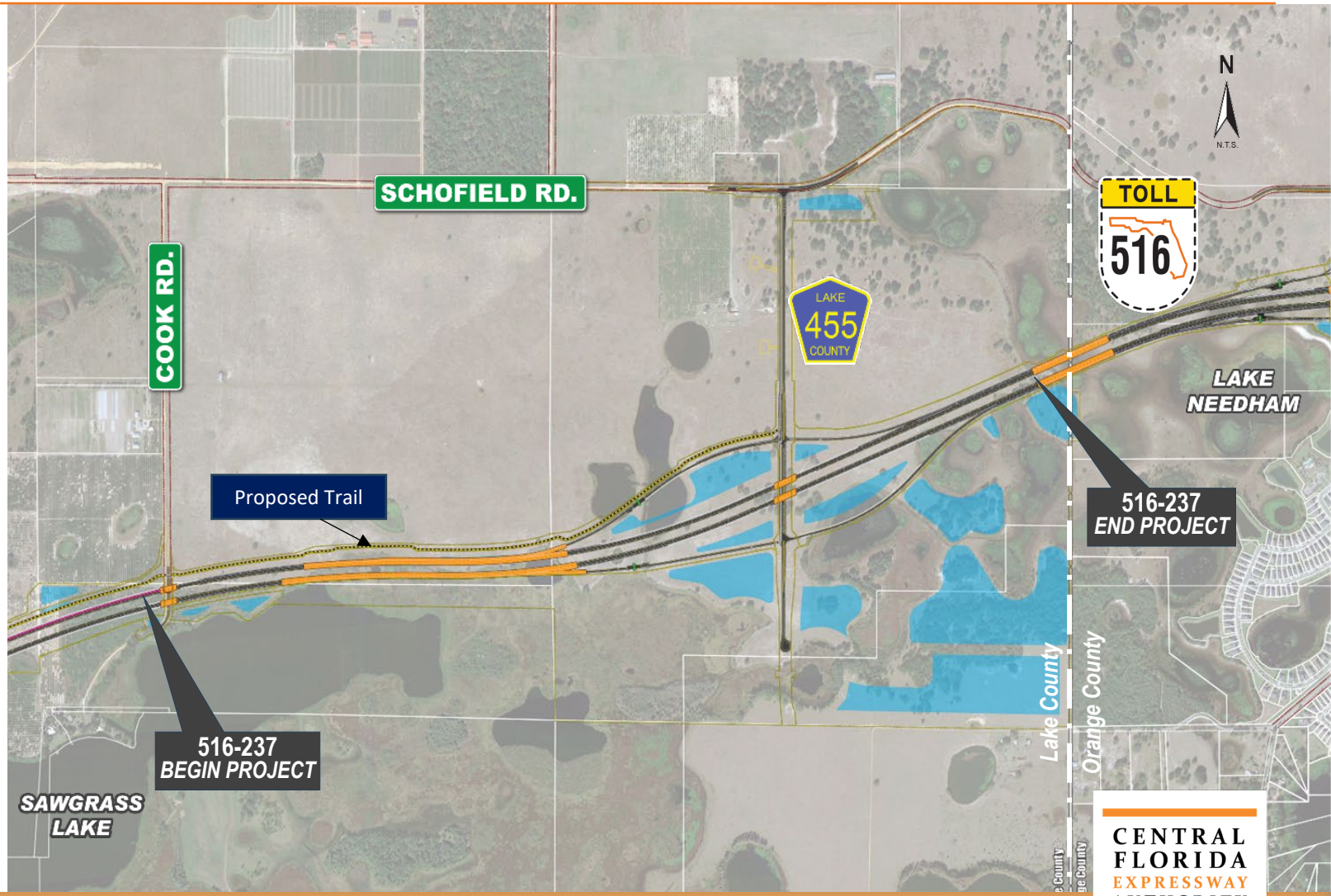
Project Limits



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Project Highlights

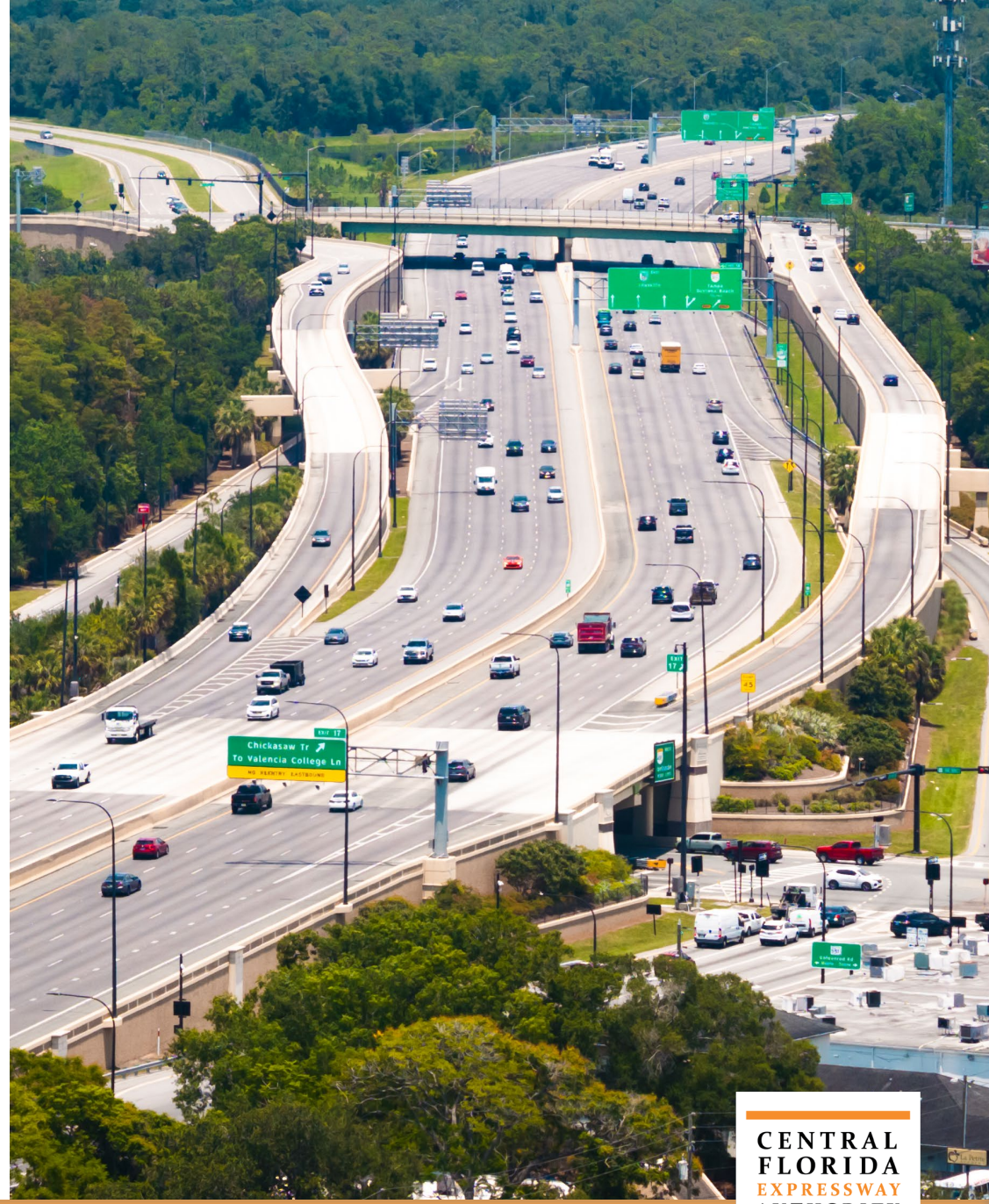
- **System Expansion:** Approximately 2-miles between Lake/Orange County line and Cook Road
- **New Access:** Full interchange at CR 455 with access to Schofield Road
- **Infrastructure Features:** Six bridges and two AET ramp gantries
- **Multi-Modal:** Approximately 1.25–mile proposed trail



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

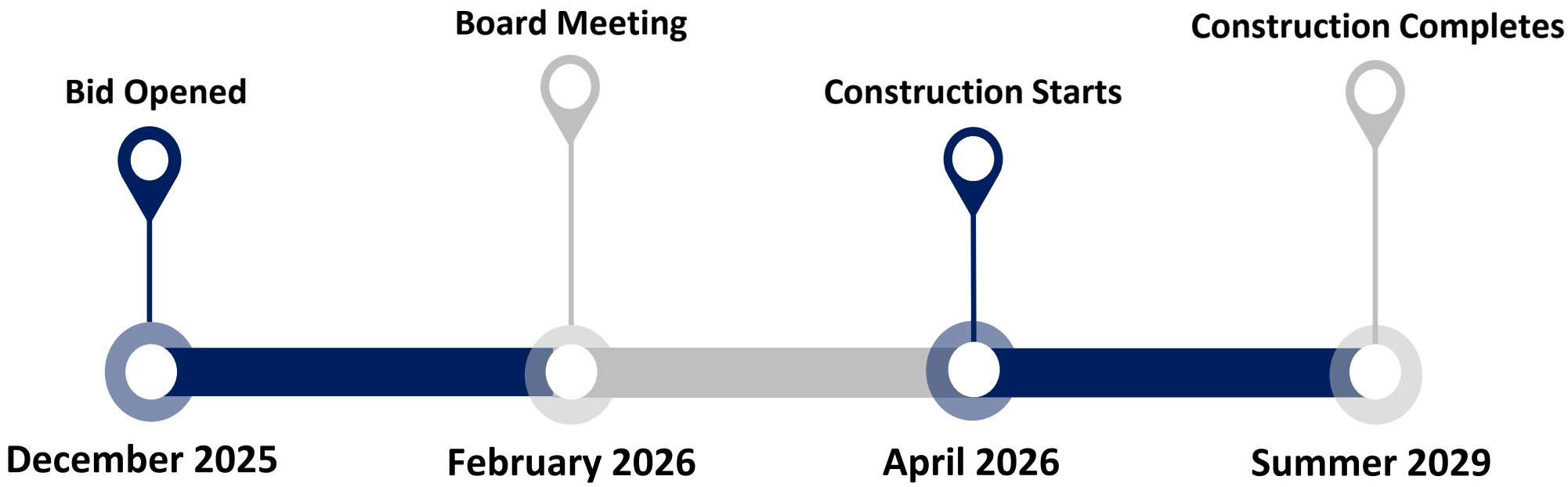
Bids Received

Prince Contracting, LLC	$141,133,517.00
Superior Construction Company Southeast, LLC / Jr. Davis Construction Company, Inc. – Joint Venture	$147,990,833.00
Ranger Construction Industries, Inc.	$154,181,948.13
Southland Construction, Inc.	$157,255,555.55
SEMA Construction, Inc.	$160,700,000.00
Engineers Estimate	*$230,419,707.85*
Work Plan Estimate	*$232,060,000.00*



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Anticipated Project Timeline



CENTRAL FLORIDA EXPRESSWAY AUTHORITY

Recommended Motion

Award of the contract to Prince Contracting, LLC for the SR 516 Lake/Orange Expressway from West of Cook Road to Lake/Orange County Line in the amount of $141,133,517.00.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

CONTRACT

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

AND

PRINCE CONTRACTING, LLC

SR 516 FROM COOK ROAD TO LAKE/ORANGE COUNTY LINE

PROJECT NO. 516-237
CONTRACT NO. SCON-10000410

CONTRACT AMOUNT: $141,133,517.00

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

SR 516 FROM COOK ROAD TO LAKE/ORANGE COUNTY LINE

PROJECT NO. 516-237
CONTRACT NO. SCON-10000410

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	516-237 TSP for Settlement Plates	
	516-237 TSP for Surcharge Program	
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Plans		

CONTRACT NO. SCON-10000410

between

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

and

PRINCE CONTRACTING, LLC

regarding

SR 516 FROM COOK ROAD TO LAKE/ORANGE COUNTY LINE

THIS CONTRACT (**"Contract"**) is entered into by and between the **CENTRAL FLORIDA EXPRESSWAY AUTHORITY** (**"CFX"**), a body politic and corporate, and an agency of the State of Florida, with its principal place of business located at 4974 ORL Tower Road, Orlando, Florida 32807, and **PRINCE CONTRACTING, LLC** (**"Contractor"**), a Florida Limited Liability Company, with its principal place of business located at 10210 Highland Manor Dr., Suite 110, Tampa, FL. 33610, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged. CFX and Contractor may be herein referred to individually as the **"party"** or collectively as the **"parties"**.

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. 516-237, Contract No. SCON-10000410, SR 516 from Cook Road to Lake/Orange County Line, as detailed in the Contract Documents and any addenda or modifications thereto. Contract time for this project shall be 1080 calendar days. The Contract Amount is $141,133,517.00.

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 12th day of February 2026, and PRINCE CONTRACTING, LLC signing through its undersigned signatory authorized to execute same.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Zulay Millan
Print Name

DATE: _____

PRINCE CONTRACTING, LLC

By: _____
Signature

_____
Print Name

_____
Title

ATTEST: _____ (Seal)

DATE: _____

Approved as to form for reliance upon by CFX only, on this ____ day of _____, 2026.

_____
Cristina T. Berrios, General Counsel

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Attachment A - Disputes Review Board Three Party Agreement

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

GENERAL SPECIFICATIONS

SECTION 1 - ABBREVIATIONS AND DEFINITIONS

1.1 General

These General Specifications are intended for use on all construction projects awarded by CFX. However, each Article, subarticle, or paragraph of the General Specifications may not be relevant or applicable to every project. It is the responsibility of the Contractor to submit to the CEI any questions regarding relevance or applicability of any article or sub-article prior to the Pre-Construction conference. The CEI will respond with a determination which will be binding and final.

1.2 Abbreviations

Whenever in these General Specifications or in other documents pertaining to the Contract, the following terms and abbreviations appear, their intent and meaning shall, unless specifically stated otherwise, be interpreted as shown in this Section.

AAN	American Association of Nurserymen, Inc.
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AGC	The Associated General Contractors of America, Inc.
AGMA	American Gear Manufacturers Association
AIA	American Institute of Architects
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute
AREA	American Railway Engineering Association
ASCE	American Society of Civil Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWG	American Wire Gauge
AWPA	American Wood Preservers Association
AWS	American Welding Society
AWWA	American Water Works Association
CRSI	Concrete Reinforcing Steel Institute
EASA	Electrical Apparatus Service Association
EPA	Environmental Protection Agency of the United States Government
FDOT	Florida Department of Transportation
FHWA	Federal Highway Administration
FNGLA	Florida Nursery, Growers and Landscape Association
FSS	Federal Specifications and Standards
IEEE	Institute of Electrical and Electronics Engineers
IES	Illuminating Engineering Society

IPCEA	Insulated Power Cable Engineers Association
ISO	International Organization for Standards
MASH	AASHTO Manual for Assessing Safety Hardware
MUTCD	Manual on Uniform Traffic Control Devices
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
NIST	National Institute for Standards and Technology
NOAA	National Oceanic and Atmospheric Administration
OSHA	Occupational Safety and Health Administration
SAE	Society of Automotive Engineers
SI	International System of Units
SSPC	The Society for Protective Coatings
UL	Underwriters' Laboratories

When any of the above abbreviations is followed by a number or letter designation, or combination of numbers or letters, it is understood to designate a specification, test method, or other code or recommendation of the organization so shown.

1.3 Definitions

Wherever used in these General Specifications or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof and all genders:

1.3.1 **Advertisement** - The public announcement, as required by law, inviting bids for work to be performed or materials to be furnished, usually issued as “Notice to Contractors,” or “Notice to Bidders.”

1.3.2 **Addendum** - A written or graphic instrument issued prior to the bid opening which modifies or interprets the proposed Contract Documents by additions, deletions, clarifications, or corrections

1.3.3 **Article** - The prime subdivision of a Section of the General and/or Technical Specifications.

1.3.4 **Bid** - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed. All Bids will include a Bid Bond in the amount of 5% of the total bid as a surety to CFX that the Bidder will honor the Bid and enter into a Contract with CFX.

1.3.5 **Bidder** - An individual, firm, or corporation submitting a proposal for the proposed work.

1.3.6 **Bridge** - A structure, including supports, erected over a depression or over an obstruction such as water, highway, railway, or for elevated roadway, for carrying traffic or other moving loads and having a length, measured along the center of the roadway, of more than 20 feet between the inside faces of bridge supports. A multi-span box culvert is considered a bridge when the length between the extreme ends of the openings exceeds 20 feet.

1.3.7 **Calendar Day** - Every day shown on the calendar, ending and beginning at midnight.

1.3.8 **CFX** - The Central Florida Expressway Authority. To avoid unnecessary repetition of expressions, whenever in the General Specifications, Technical Specifications, or Special Provisions, the term "CFX" is used, it is understood that "or designated representative" is a part of the term unless specifically indicated otherwise. Such designated representative may be the "Engineer", the "CEI", the "Resident Engineer" or other individual or entity identified by CFX and defined herein.

1.3.9 **Construction Engineering & Inspection (CEI) Consultant** - The firm employed by CFX to observe the progress and quality of the Work being performed by the Contractor.

1.3.10 **Consultant** - The Professional Engineer or engineering firm, registered in the State of Florida, under contract to CFX to perform professional services for CFX. The Consultant may be the Engineer of Record or may provide services through and be subcontracted to the Engineer of Record.

1.3.11 **Contract -** The written agreement between CFX and the Contractor setting forth the obligations of the parties thereto including but not limited to, the performance of the Work, the furnishing of labor and materials, and the basis of payment.

1.3.12 **Contract Bond** - The security furnished by the Contractor and the surety as a guaranty that the Contractor shall fulfill the terms of the Contract and pay all legal debts pertaining to the construction of the project.

1.3.13 **Contract Claim (Claim)** - A written demand submitted to CFX by the Contractor in compliance with Article 2.4 of these General Specifications seeking additional monetary compensation, time and/or other adjustments to the Contract, the entitlement or impact of which is disputed by CFX.

1.3.14 **Contract Documents** - The Contract, addenda (which pertain to the Contract Documents), the Memorandum of Agreement, Contractor's Bid (including documentation accompanying the Bid and any post-bid documentation submitted prior to the Notice of Award), the Notice to Proceed, the Public Construction Bond, these General Specifications, the Technical Specifications, the Standard Specifications, the Contractor's certification required pursuant to Article 3.4 of these General Specifications, the Special Provisions, the Plans, any supplemental

agreements required to complete the construction of the Project and elements incorporated by reference including, but not necessarily limited to, the FDOT Standard Plans (edition per plans).

1.3.15 **Contract Price** - The money payable by CFX to the Contractor for completion of the Work in accordance with the Contract Documents.

1.3.16 **Contract Time** - The number of calendar days allowed for completion of the Work including authorized time extensions.

1.3.17 **Contractor** - The person, firm, or corporation with whom CFX has entered into the Contract.

1.3.18 **Contractor's Engineer of Record** - A Professional Engineer registered in the State of Florida, other than the Engineer of Record or his subcontracted consultant, who undertakes the design and drawing of components of the permanent structure as part of a redesign or Cost Savings Initiative Proposal, or for repair designs and details of the permanent work. The Contractor's Engineer of Record may also serve as the Specialty Engineer.

The Contractor's Engineer of Record must be an employee of a prequalified firm. The firm shall be pre-qualified in accordance with the Rules of the Department of Transportation, Chapter 14-75. Any Corporation or Partnership offering engineering services must hold a Certificate of Authorization from the Florida Department of Business and Professional Regulation.

As an alternate to being an employee of a pre-qualified firm, the Contractor's Engineer of Record may be a Department-approved Specialty Engineer. For items of the permanent work declared by to be "major" or "structural", the work performed by a Department-approved Specialty Engineer must be checked by another Department-approved Specialty Engineer. An individual Engineer may become a Department-approved Specialty Engineer if the individual meets the Professional Engineer experience requirements set forth within the individual work groups in Chapter 14-75, Rules of the Department of Transportation, Florida Administrative Code. Department-approved Specialty Engineers are listed on the State Construction Website. Department-approved Specialty Engineers will not be authorized to perform redesigns or Cost Savings Initiative Proposal designs of items fully detailed in the Plans.

1.3.19 **Controlling Work Items** - The activity or work item on the critical path having the least amount of total float. The controlling item of work will also be referred to as a Critical Activity.

1.3.20 **Culverts** - Any structure not classified as a bridge, which provides an opening under the roadway.

1.3.21 **Delay** - With the exception of the items listed in Subarticle 6.7.3.1 of these General Specifications, any unanticipated event, action, force or factor which extends the Contractor's time of performance of any critical path activity under the Contract. The term delay is intended to cover all such events, actions, forces or factors, whether styled "delay", "disruption", "interference", "impedance", "hindrance" or otherwise, which are beyond the control of and not caused by the Contractor or Contractor's subcontractors, materialmen, suppliers, or other agents. This term does not include Extra Work.

1.3.22 **Director of Construction** - Director of Construction, Central Florida Expressway Authority, acting directly or through an authorized representative.

1.3.23 **Engineer** - The term as may be used in various documents is understood to mean CFX or designated representative.

1.3.24 **Engineer of Record** - The professional engineer or engineering firm, contracted by CFX and registered in the State of Florida, who develops criteria and concept for the Project, performs the analysis and is responsible for the preparation of the plans and specifications.

1.3.25 **Equipment** - The machinery and equipment, together with the necessary supplies for upkeep and maintenance thereof, the tools and all other apparatus necessary for the construction and acceptable completion of the Work.

1.3.26 **Executive Director** - Executive Director, Central Florida Expressway Authority, acting directly or through an assistant or other representative authorized by him; the chief officer of the Central Florida Expressway Authority

1.3.27 **Extra Work** - Any Work which is required by CFX to be performed and which is not otherwise covered or included in the project by the existing Contract Documents, whether it be in the nature of additional work, altered work, deleted work, work due to differing site conditions or otherwise. This term does not include a "delay."

1.3.28 **Federal, State, and Local Rules and Regulations -** The term "Federal, State and Local Rules and Regulations" includes: any and all Federal, State, and Local laws, bylaws, ordinances, rules, regulations, orders, permits, or decrees including environmental laws, rules, regulations, and permits.

1.3.29 **Force Account** - Work authorized by CFX and performed in addition to that set forth in the original Contract and is paid on an actual cost basis plus a fixed percent markup and stipulated rental rates for equipment. All costs paid under Force Account will be fully documented and signed by both parties not later than the following work day.

1.3.30 **Highway, Street, or Road** - A general term denoting a public way for purposes of vehicular travel, including the entire area within the right-of-way.

1.3.31 **Holidays** - Martin Luther King, Jr. Day; Memorial Day; the Saturday and Sunday immediately preceding Memorial Day; Independence Day; Independence Day (Observed); Labor Day; the Friday, Saturday, and Sunday immediately preceding Labor Day; Veterans Day; Veterans Day (Observed); the Wednesday immediately preceding Thanksgiving Day; Thanksgiving Day; the Friday, Saturday and Sunday immediately following Thanksgiving Day; and December 24 through January 2, inclusive.

1.3.32 **Inspector** - An authorized representative of the Engineer, assigned to make official inspections of the materials furnished and of the work performed by the Contractor and to monitor compliance with the Plans and Specifications of the Contract.

1.3.33 **Invitation to Bid** - The invitation by which the Contractor submitted its Bid for the Work.

1.3.34 **Laboratory -** A Testing facility certified with the Florida Department of Transportation.

1.3.35 **Major Item of Work** - Any item of Work having an original Contract value in excess of 5% of the original Contract amount.

1.3.36 **Materials** - Any substances to be incorporated in the Work.

1.3.37 **Median** - The portion of a divided highway or street separating the traveled ways for traffic moving in opposite directions.

1.3.38 **Memorandum of Agreement** - A formal summarization of the Project Pre-Award meeting, signed by CFX and a representative of the Contractor and made part of the contract documents.

1.3.39 **Notice to Proceed** - A written notice given by CFX to the Contractor fixing the latest date on which the Contract Time will commence to run and on which the Contractor shall start to perform the Contractor’s obligations under the Contract Documents.

1.3.40 **Plans** - The drawings which show the scope, extent, and character of the Work to be furnished and performed by the Contractor and which are referred to in the Contract Documents.

1.3.41 **Project** - The total construction of which the Work to be provided under the Contract Documents may be the whole or a part as indicated elsewhere in the Contract Documents.

1.3.42 **Public Construction Bond** - The security furnished by the Contractor and the surety as a guaranty that the Contractor will fulfill the terms of the Contract in accordance with the Contract Documents and pay all legal debts pertaining to the construction of the Project.

1.3.43 **Resident Engineer** - The authorized representative of the CEI who may be assigned to the site or any part thereof.

1.3.44 **Right of Way** - The land to which CFX has title or right of use for the road and its structures and appurtenances and for material pits furnished or to be furnished by CFX.

1.3.45 **Roadbed** - That portion of the roadway occupied by the subgrade and shoulders.

1.3.46 **Roadway** - The portion of a highway within the limits of construction.

1.3.47 **Shop Drawings** - All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for the Contractor and submitted by the Contractor to illustrate some portion of the Work.

1.3.48 **Shoulder** - That portion of the roadbed outside the edges of the travel way (or back of curb) and extending to the top of front slopes. The shoulders may be either paved or unpaved.

1.3.51 **Special Event** - Any event, including but not limited to, a festival, fair, run or race, motorcade, parade, civic activity, cultural activity, charity or fund drive, sporting event, rocket/shuttle launch or similar activity.

1.3.49 **Special Provisions** - Specific requirements for the Project not otherwise addressed in the General Specifications, Technical Specifications, or Standard Specifications.

1.3.50 **Specialty Engineer** - A Professional Engineer registered in the State of Florida (specifically other than the Engineer of Record or its subcontracted consultant) who undertakes the design and drawing preparation of components, systems, or installation methods and equipment for specific portions of the Project Work. The Specialty Engineer may be an employee or officer of the Contractor or a fabricator, an employee or officer of an entity providing components to a fabricator or an independent consultant.

A Specialty Engineer shall be qualified in accordance with the Rules of the Florida Department of Transportation, Chapter 14-75, Florida Administrative

Code. Any corporation or partnership, which offers engineering services, must have their business registered with the Florida State Board of Professional Engineers and be qualified as a Professional Engineer licensed in Florida. Prior approval by CFX is required if the Contractor wishes to use a Specialty Engineer not qualified in accordance with Chapter 14-75. Approval must be received prior to proceeding with the specialty design.

For items of Work not specifically covered by Chapter 14-75, a Specialty Engineer will be considered qualified if he/she has the following qualifications:

1. Registration as a Professional Engineer in the State of Florida
2. Education and experience necessary to perform the submitted design as required by the Florida Department of Professional Regulation.

1.3.52 **Specifications** - The directions, provisions, and requirements contained in the General Specifications, Technical Specifications, Special Provisions, and Standard Specifications.

1.3.53 **Standard Plans** - "Standard Plans for Road and Bridge Construction", an electronic book describing and detailing aspects of the Work. Where the term Design Standards appears in the Contract Documents, it will be synonymous with Standard Plans.

1.3.54 **Standard Specifications** - The FDOT Standard Specifications for Road and Bridge Construction, 2023-24 edition, Divisions II and III, hereby incorporated by reference and as may be amended in the Technical Specifications and Plans. Division I of the FDOT Standard Specifications is specifically not included in this definition and is not a part of the Contract Documents.

1.3.55 **State** - State of Florida

1.3.56 **Subarticle** - Any headed subdivision of an Article of the General Specifications, Technical Specifications, or Standard Specifications.

1.3.57 **Subgrade** - That portion of the roadbed immediately below the base course or pavement (including below the curb and gutter, valley gutter, shoulder and driveway pavement), the limits of which will ordinarily include those portions of the roadway bed shown in the plans to be constructed to a design bearing value or to be otherwise specially treated. Where no limits are shown in the plans, the subgrade section shall be considered to extend to a depth of 12 inches below the bottom of the base or pavement and outward to 6 inches beyond the base, pavement or curb and gutter.

1.3.58 **Subcontractor** - An individual, firm or corporation having a direct contract with the Contractor or with any other subcontractor for performance of a part of the Work at the site.

1.3.59 **Substantial Completion** - The completion of all pay item Work in its entirety in conjunction with the performance of the semi-final inspection. As a minimum the following conditions apply:

1. All pay item work is installed and functioning including Supplemental Agreement Work, Force Account, or Extra Work.
2. All disturbed areas have been restored and vegetative growth is emerging including landscaping.
3. All erosion control measures have been removed, and sediments removed from traps and drainage structures.
4. All pavement areas are complete and final signing and striping in place.
5. All Signals, Lighting, ITS, and Tolling systems are tested, commissioned, and operating.
6. All roadway appurtenances are installed, intact, and functioning such as signs, guardrail, striping, rumble strips, curbing, sidewalk, etc.
7. All structures such as bridges, walls, barriers, attenuators, overhead trusses, toll buildings, tolling gantries, etc. are in place with their final coatings applied, and devoid of blemishes or graffiti.
8. All temporary traffic control devices are removed, and traffic is using the facility as designed.
9. All testing is complete and documentation submitted.

Direction by CFX to open a bridge or roadway or portion thereof does not constitute an acceptance or Substantial Completion of the Project or portion of the Project or waive any part of the Contract provisions.

1.3.60 **Substructure** – All of that part of a bridge structure below the bridge seats including the parapets, backwalls and wingwalls of abutments.

1.3.61 **Superintendent** - The Contractor’s authorized representative responsible and in charge of the Work.

1.3.62 **Superstructure** - The entire bridge structure above the substructure including anchorage and anchor bolts but excluding the parapets, backwalls, and wingwalls of abutments.

1.3.63 **Supplemental Agreement** - A written agreement between CFX and the Contractor, signed by the surety, modifying the Contract within the limitations set forth in these specifications.

1.3.64 **Surety** - The corporate body that is bound by the Contract Bond with and for the Contractor and responsible for the performance of the Contract and for payment of all legal debts pertaining thereto.

1.3.65 **Supplier** - A manufacturer, fabricator, supplier, distributor, materialmen, or vendor having a direct contract with the Contractor or with any subcontractor to furnish materials or equipment to be incorporated in the Work by the Contractor or any subcontractor.

1.3.66 **Technical Specifications** - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards, and workmanship as applied to the Work associated with road and bridge construction.

1.3.67 **Travel Way** - The portion of the roadway for the movement of vehicles, exclusive of shoulders and bicycle lanes.

1.3.68 **Unilateral Adjustment** - A payment of money or granting of Contract time made to the Contractor by CFX for sums CFX determines to be due to the Contractor for work performed on the project, and whereby the Contractor by acceptance of such payment does not waive any rights the Contractor may otherwise have against CFX for payment of any additional sums the Contractor claims are due for the work.

1.3.69 **Work** - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work includes and is the result of performing or furnishing labor and furnishings and incorporating materials and equipment into the construction and performing or furnishing services and furnishing documents all as required by the Contract Documents.

1.3.70 **Working Day -** Any calendar day on which the Contractor works or is expected to work in accordance with the approved work progress schedule.

1.3.71 **Work Order Allowance** - A monetary amount established by CFX and included in the Contract Price to cover the cost of Work, that may or may not be anticipated, but is not otherwise defined by the Plans or Specifications. No Work paid for under the Work Order Allowance shall be performed until written authorization is given to the Contractor by CFX. Any amount remaining in the Allowance upon completion and acceptance of the project remains the property of CFX.

END OF SECTION 1

SECTION 2 - SCOPE OF WORK

2.1 Intent of Contract

It is the intent of the Contract Documents to provide for the construction and completion of every detail of the Work described in the Contract Documents. Any labor, documentation, services, Materials, or Equipment that may be reasonably inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result shall be provided whether or not specifically called for, at no additional cost to CFX.

Upon execution of the Contract, written communication associated with the Contract may be conducted using a paperless electronic means. When the Specifications require a submission of documentation, such documents may be submitted and exchanged electronically.

Documents requiring a signature may be executed electronically by both parties in accordance with Chapter 668, Florida Statutes, and have the same force and effect as a written signature. All persons requiring access to any collaboration sites shall be identified during the preconstruction conference and instructions for access to this site will be discussed and documented in the minutes. Persons may be added or removed during the life of the Contract on an as needed basis. All signatories executing documents electronically must acquire digital signature certificates.

2.2 Work Not Covered by the General Specifications

Proposed construction and any contractual requirements not covered by these General Specifications may be covered by notes shown on the Plans or by the Technical Specifications, Technical Special Provisions or Special Provisions for the Contract.

2.3 Alteration of Plans

2.3.1 General: CFX reserves the right to make, at any time prior to or during the progress of the Work, such increases or decreases in quantities, whether a significant change or not, and such alterations in the details of construction, whether a significant change or not, including but not limited to alteration in the grade or alignment of the road or structure or both, as may be found necessary or desirable by CFX. Such increases, decreases or alterations shall not constitute a breach of Contract, shall not invalidate the Contract, nor release the Surety from any liability arising out of this Contract or the Surety bond. The Contractor agrees to perform the Work, as altered, the same as if it had been part of the original Contract.

The term "significant change" applies only when:

A) CFX determines that the Work as altered differs materially in kind or nature from that involved or included in the original proposed construction or

B) A Major Item of Work, as defined in Section 1, is increased in excess of 125% or decreased below 75% of the original Contract quantity. CFX will apply any price adjustment for an increase in quantity only to that portion in excess of 125% of the original Contract item quantity, or in case of a decrease below 75% to the actual amount of work performed, such allowance to be determined in accordance with 2.3.2, below.

In the instance of A) above, the determination by CFX shall be final and shall not be subject to challenge by the Contractor except through the claims procedure as described herein.

2.3.2 Increase, Decrease, or Alteration in the Work: CFX reserves the right to make alterations in the character of the Work which involve a substantial change in the nature of the design or in the type of construction or which materially increases or decreases the cost or time of performance. Such alteration shall not constitute a breach of Contract, shall not invalidate the Contract or release the Surety.

Notwithstanding that the Contractor shall have no formal right whatsoever to any extra compensation or time extension deemed due by the Contractor for any cause unless and until the Contractor follows the procedures set forth in 2.4.2 for preservation, presentation and resolution of the claim, the Contractor may at any time, after having otherwise timely provided a notice of intent to claim or preliminary time extension request pursuant to 2.4.2, submit to CFX a request for equitable adjustment of compensation or time or other dispute resolution proposal. The Contractor shall in any request for equitable adjustment of compensation, time, or other dispute resolution proposal certify under oath and in writing, in accordance with the formalities required by Florida law, that the request is made in good faith, that any supportive data provided are accurate and complete to the Contractor's best knowledge and belief, and that the amount of the request accurately reflects what the Contractor in good faith believes to be CFX's responsibility. Such certification must be made by an officer or director of the Contractor with the authority to bind the Contractor. Any such certified statements of entitlement and costs shall be subject to the audit provisions set forth in 2.4.13. While the submittal or review of a duly certified request for equitable adjustment shall neither create, modify, nor activate any legal rights or obligations as to the Contractor or CFX, CFX will review the content of any duly certified request for equitable adjustment or other dispute resolution proposal, with any further action or inaction by CFX thereafter being in its

sole discretion. Any request for equitable adjustment that fails to fully comply with the certification requirements will not be reviewed by CFX.

The monetary compensation provided for below constitutes full and complete payment for such additional work and the Contractor shall have no right to any additional monetary compensation for any direct or indirect costs or profit for any such additional work beyond that expressly provided below. The Contractor shall be entitled to a time extension only to the extent that the performance of any portion of the additional work is a controlling work item and the performance of such controlling work item actually extends completion of the project due to no fault of the Contractor. All time related costs for actual performance of such additional work are included in the compensation already provided below and any time extension entitlement hereunder will be without additional monetary compensation. The Contractor shall have no right to any monetary compensation or damages whatsoever for any direct or indirect delay to a controlling work item arising out of or in any way related to the circumstances leading up to or resulting from additional work (but not relating to the actual performance of the additional work, which is paid for as otherwise provided herein), except only as provided for under 2.4.5.3.

2.3.2.1 Allowable Costs for Extra Work: The CEI may direct in writing that extra work be done and, at the CEI's sole discretion, the Contractor will be paid pursuant to an agreed Supplemental Agreement or in the following manner:

(a) Labor and Burden: The Contractor will receive payment for actual costs of direct labor and burden for the additional or unforeseen work. Labor includes foremen actually engaged in the work; and will not include project supervisory personnel nor necessary on-site clerical staff, except when the additional or unforeseen work is a controlling work item and the performance of such controlling work item actually extends completion of the project due to no fault of the Contractor. Compensation for project supervisory personnel, but in no case higher than a Project Manager's position, shall only be for the pro-rata time such supervisory personnel spent on the contract. In no case shall an officer or director of the Company, nor those persons who own more than 1 % of the Company, be considered as project supervisory personnel, direct labor or foremen hereunder.

Payment for burden shall be limited solely to the following:

Table 2.3.2.1

Item	Rate
FICA	Rate established by Law
FUTA/SUTA	Rate established by Law
Medical Insurance	Actual
Holidays, Sick & Vacation benefits	Actual
Retirement benefits	Actual
Workers Compensation	Rates based on the National Council on Compensation Insurance basic rate tables adjusted by Contractor's actual experience modification factor in effect at the time of the additional work or unforeseen work.
Per Diem	Actual but not to exceed State of Florida's rate
Insurance*	Actual

*Compensation for Insurance is limited solely to General Liability Coverage and does not include any other insurance coverage (such as, but not limited to, Umbrella Coverage, Automobile Insurance, etc.).

At the pre-construction conference, certify to the CEI the following:

(1) A listing of on-site clerical staff, supervisory personnel and their pro-rated time assigned to the Contract,

(2) Actual Rate for items listed in Table 2.3.2.1,

(3) Existence of employee benefit plan for Holiday, Sick and Vacation benefits and a Retirement Plan, and,

(4) Payment of Per Diem is a company practice for instances when compensation for Per Diem is requested.

Such certification must be made by an officer or director of the Contractor with authority to bind the Contractor. Timely certification is a condition precedent to any right of the Contractor to recover compensations for such costs, and failure to timely submit the certification will constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to recover such costs. Any subsequent changes shall be certified to the CEI as part of the cost proposal or seven calendar days in advance of performing such extra work.

(b) Materials and Supplies: For materials accepted by the CEI and used on the project, the Contractor will receive the actual cost of such materials incorporated into the work, including Contractor paid transportation charges (exclusive of equipment as hereinafter set forth). For supplies reasonably needed for performing the work, the Contractor will receive the actual cost of such supplies.

(c) Equipment: For any machinery or special equipment (other than small tools), including fuel and lubricant, the Contractor will receive 100% of the "Rental Rate Blue Book" for the actual time that such equipment is in operation on the work, and 50% of the "Rental Rate Blue Book" for the time the equipment is directed to standby and remain on the project site, to be calculated as indicated below. The equipment rates will be based on the latest edition (as of the date the work to be performed begins) of the "Rental Rate Blue Book for Construction Equipment", as published by EquipmentWatch, a division of Informa Business Media, Inc., using all instructions and adjustments contained therein and as modified below. On all projects, the CEI will adjust the rates using regional adjustments and Rate Adjustment Tables according to the instructions in the "Rental Rate Blue Book."

Allowable Equipment Rates will be established as set out below:

(1) Allowable Hourly Equipment Rate = Monthly Rate/176 x Adjustment Factors x 100%.

(2) Allowable Hourly Operating Cost = Hourly Operating Cost x 100%.

(3) Allowable Rate Per Hour = Allowable Hourly Equipment Rate + Allowable Hourly Operating Cost.

(4) Standby Rate = Allowable Hourly Equipment Rate x 50%.

The Monthly Rate is The Basic Machine Rate Plus Any Attachments. Standby rates will apply when equipment is not in operation and is directed by the CEI to standby at the project site when needed again to complete work and the cost of moving the equipment will exceed the accumulated standby cost. Standby rates will not apply on any day the equipment operates for eight or more hours. Standby payment will be limited to only that number of hours which, when added to the operating time for that day equals eight hours. Standby payment will not be made on days that are not normally considered work days on the project.

CFX will allow for the cost of transporting the equipment to and from the location at which it will be used. If the equipment requires assembly or disassembly for transport, CFX will pay for the time to perform this work at the rate for standby equipment.

Equipment may include vehicles utilized only by Labor, as defined above.

(d) Indirect Costs, Expenses, and Profit: Compensation for all indirect costs, expenses, and profit of the Contractor, including but not limited to overhead of any kind, whether jobsite, field office, division office, regional office, home office, or otherwise, is expressly limited to the greater of either (1) or (2) below:

(1) Solely a mark-up on the payments in (a) through (c), above in accordance with the corresponding portions of section 7.4.

(i) Bond: The Contractor will receive compensation for any premium for acquiring a bond for such additional or unforeseen work at the original contract bond rate paid by the Contractor. Should the Contractor have previously elected to provide subguard coverage in lieu of requiring a bond from a sub on the original work, the Contractor shall be entitled to reimbursement for the subguard premium for the added work upon proof of said premium.

(ii) The Contractor will be allowed a markup of 10% on the first $50,000 and a markup of 5% on any amount over $50,000 on any subcontract directly related to the additional or unforeseen work. Any such subcontractor mark-up will be allowed only by the prime Contractor and a first-tier subcontractor, and the Contractor must elect the markup for any eligible first tier subcontractor to do so.

(2) Solely the formula set forth below and only as applied solely as to such number of calendar days of entitlement that are in excess of ten cumulative calendar days as defined below.

$$D = \frac{A \times C}{B}$$

Where A = Original Contract Amount

B = Original Contract Time

C = 8%

D = Average Overhead Per Day

Cumulative Calendar Days is defined as the cumulative total number of calendar days granted for a time extension due to delay of a controlling work item caused solely by CFX, or the cumulative total number of calendar days for which entitlement to a time extension due to delay of a controlling work item caused solely by CFX is otherwise ultimately determined in favor of the Contractor.

Further, in the event there are concurrent delays to one or more controlling work items, one or more being caused by CFX and one or more being caused by the Contractor, the Contractor shall be entitled to a time extension for each day that a controlling work item is delayed by CFX but shall have no right to nor receive any monetary compensation for any indirect costs for any days of concurrent delay. No compensation will be paid to the Contractor for any jobsite overhead and other indirect impacts when the total number of calendar days granted for time extension due to delay of a controlling work item is equal to or less than ten calendar days and the Contractor also fully assumes all monetary risk of any and all partial or single calendar day delay periods, due to delay of a controlling work item that when cumulatively totaled together are equal to or less than ten calendar days. All calculations under this provision shall exclude days granted for performing additional work.

2.3.2.2 Subcontracted Work: For work performed by a subcontractor, compensation for the additional or unforeseen work shall be solely limited to as provided for in 2.3.2.1 (a), (b), (c) and (d)(1), with the exception of, in the instance of subcontractor performed work only, the subcontractor may receive compensation for any premium for acquiring a bond for the additional or unforeseen work; provided, however, that such payment for additional subcontractor bond will only be paid upon presentment to CFX of clear and convincing proof that the subcontractor has actually provided and paid for separate bond premiums for such additional or unforeseen work in such amount. The Contractor shall require the subcontractor to provide a certification, in accordance with 2.3.2.1(a), as part of the cost proposal and provide such to the CEI. Such certification must be made by an officer or director of the subcontractor with authority to bind the subcontractor. Timely certification is a condition precedent to any right of the Contractor to recover compensation for such subcontractor costs, and failure to timely submit the certification will constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to recover such subcontractor costs.

2.3.3 No Waiver of Contract: Changes made by CFX will not be considered to waive any of the provisions of the Contract, nor may the Contractor make any claim for loss of anticipated profits because of the changes or by reason of any variation between the approximate quantities and the quantities of Work actually performed. All Work shall be performed as directed by CFX and in accordance with the Contract Documents.

2.3.4 Suspensions of Work Ordered by CFX: If the performance of all or any portion of the Work is suspended or delayed by CFX, in writing, for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes additional compensation is due as a result of such suspension or delay, the Contractor shall submit to CFX in writing a request for adjustment within 7 calendar days of receipt of the notice to resume Work. The request shall be complete, set forth all the reasons and support for such adjustment.

CFX will evaluate the Contractor's request. If CFX agrees the cost and/or time required for the performance of the Contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers or subcontractors at any approved tier (and not caused by weather), CFX will make an adjustment (excluding profit) and modify the Contract in writing accordingly. CFX will notify the Contractor whether an adjustment of the Contract is warranted.

No Contract adjustment will be allowed unless the Contractor has submitted the complete request for adjustment within the time prescribed.

No Contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for, excluded under, or effectively precluded by any other term or condition of the Contract.

2.3.5 Conditions Requiring Supplemental Agreement: A Supplemental Agreement will be used to clarify the Plans and Specifications of the Contract; to document quantities that deviate from the original Contract amount; to provide for unforeseen Work, grade changes or alterations in Plans which could not reasonably have been contemplated or foreseen in the original Plans and Specifications; to change the limits of construction to meet field conditions; to provide a safe and functional connection to an existing pavement; to make the project functionally operational in accordance with the intent of the original Contract and subsequent amendments thereto; to settle Contract claims.

No Work covered by a Supplemental Agreement shall be performed before written authorization is given by CFX. Such written authorization will set forth the prices and other pertinent information and will be promptly reduced to written Contract document form.

2.3.6 Unilateral Payments: Unilateral Payments will be used to pay the Contractor for Work performed on the Project when:

a) The Contractor agrees to perform the Work at an agreed upon cost but refuses to timely execute a Supplemental Agreement so as to allow timely payment for the Work by CFX or,

b) CFX and the Contractor cannot agree on the cost of the Work and the Contractor refuses to execute a Supplemental Agreement or,

c) CFX determines it is in the best interest to make a Unilateral Payment for Work CFX directed to be performed in lieu of pursuing a Supplemental Agreement.

2.3.7 Extra Work: Alterations, changes, additional or unforeseen Work of the type already provided by the Contract for which there is a Contract Price will be paid for at such Contract price.

Alterations, changes, additional or unforeseen Work having no quantity or price provided in the Contract will be paid at a negotiated price. Where the cost is negotiated, the Contractor shall submit an estimate to CFX in terms of labor, Materials, Equipment, overhead with a time impact analysis, and other expenses incurred solely as a result of the alteration, change, additional or unforeseen Work as stipulated in 2.3.2.

Where a price cannot be negotiated for alterations, changes, additional or unforeseen Work having no quantity or price provided in the Contract, payment will be made in accordance with 2.3.2.

2.3.8 Connections to Existing Pavements, Drives, and Walks: Limits of construction at the beginning and end of the Project are detailed in the Plans and will generally be adhered to; however, where in the opinion of CFX it is necessary to extend the construction in order to make suitable connections to existing pavement, such change may be permitted upon written authorization.

For any connections to existing walks and drives which are necessary although not indicated on the Plans, proper connections shall be made at the direction of CFX in accordance with the FDOT's Standard Plans identified in the Contract Documents.

2.3.9 Differing Site Conditions: During the progress of the Work, if subsurface or latent conditions are encountered at the site differing materially from those indicated on the Plans or in the Specifications or if unknown physical conditions of an unusual nature (differing materially from those ordinarily encountered and generally recognized as inherent in the Work) are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and before the affected Work is performed.

Upon written notification from the Contractor, CFX will have the conditions investigated and if it is determined that the conditions differ materially and cause an increase or decrease in the cost or time required for the performance of any Work under the Contract, an adjustment (excluding loss of anticipated profits) will be made and the Contract modified in writing accordingly. CFX will notify the Contractor whether an adjustment of the Contract is warranted.

No Contract adjustment that results in a benefit to the Contractor will be allowed unless the Contractor has provided the required written notice.

No Contract adjustment will be allowed under this clause for any impacts caused to or by any other projects.

2.3.10 Changes Affecting Utilities: The Contractor shall be responsible for identifying and assessing any potential impacts to a utility that may be caused by the changes proposed by the Contractor and the Contractor shall, at the time of making the request for change, notify CFX in writing of any such potential impacts to utilities.

CFX approval of a Contractor proposed change does not relieve the Contractor of sole responsibility for all utility impacts, costs, delays or damages, whether direct or indirect, resulting from Contractor initiated changes in the design or construction activities from those in the original Contract, design plans (including traffic control plans) or other Contract Documents and which effect a change in utility work different from that shown in the utility plans, joint project agreements or utility relocation schedules.

2.3.11 Cost Savings Initiative Proposal

2.3.11.1 Intent and Objective: This subarticle applies to any Cost Savings Initiative Proposal (CSIP) that the Contractor initiates and develops for the purpose of refining the Contract to increase cost effectiveness or significantly improve the quality of the end result. Any potential CSIPs being considered by the Contractor shall NOT be discussed at the pre-award meeting, as this meeting is for the sole purpose of discussing the Contractor's bid and the documents on which the bid is based. Subsequent to Contract execution and prior to Contract Time beginning, a mandatory Cost Savings Initiative Workshop will be held for the Contractor and CFX to discuss potential Proposals.

This subarticle does not apply to any CSIP unless the Contractor identifies it at the time of its submission to CFX as a CSIP submitted in accordance with this subarticle.

CFX will consider CSIPs that, in the sole opinion of CFX, will result in net savings to CFX by providing a decrease on the cost of the Contract. Additionally, the CSIP

must result in savings without impairing essential functions and characteristics such as safety, service life, reliability, economy of operation, ease of maintenance, aesthetics, and necessary standard design features. CFX will not recognize the Contractor's elimination of work or correction of plan errors that result in a cost reduction as a CSIP.

CFX reserves the right to reject, at its sole discretion, any CSIP submitted that proposes a change in the design of the pavement system or that would require additional right-of-way. Pending CFX's execution of a formal supplemental agreement implementing an approved CSIP, the Contractor shall remain obligated to perform the Work in accordance with the terms of the Contract. CFX is under no obligation to grant time extensions to allow for the time required to develop and review a CSIP.

For potential CSIPs not discussed between Contract Execution and Contract Time beginning, a mandatory concept meeting will be held between CFX and the Contractor to discuss the potential CSIP prior to its development.

2.3.11.2 Data Requirements: As a minimum, the Contractor shall submit the following information with each CSIP:

1. a description of the differences between the existing Contract requirements, including any time extension request, and the proposed change, and the comparative advantages and disadvantages.

2. separate detailed (Labor, Equipment, Material, and Subcontract) cost estimates for both the existing Contract requirement and the proposed change. Allocate the above detailed cost estimates by pay item numbers indicating quantity increases or decreases and deleted pay items. Identify additional proposed work not covered by pay items within the Contract, by using pay item numbers in the FDOT Basis of Estimates Manual. In preparing the estimates, include overhead, profit, and bond within pay items in the Contract. Separate pay item(s) for the cost of overhead, profit, and bond will not be allowed.

3. an itemization of the changes, deletions, or additions to plan details, plan sheets, Standard Plans, and Specifications that are required to implement the CSIP if CFX adopts it. Provide preliminary plan drawings sufficient to describe the proposed changes.

4. engineering or other analysis in sufficient detail to identify and describe specific features of the Contract that must be changed if CFX accepts the CSIP with a proposal as to how the changes can be accomplished and an assessment of their effect on other Project elements. CFX may require that engineering analyses be performed by a Specialty Engineer in the applicable class of work. Support all

design changes that result from the CSIP with drawings and computations signed and sealed by the Contractor's Specialty Engineer. Written documentation or drawings shall be provided that clearly delineate the responsibility of the Contractor's Specialty Engineer.

5. the date by which CFX must approve the CSIP to obtain the total estimated cost reduction during the remainder of the Contract, noting any effect on the Contract completion time or delivery schedule.

6. a revised Project schedule that would be followed upon approval of the CSIP. The schedule shall include submittal dates and review time for CFX review.

2.3.11.3 Processing Procedures: The Contractor shall submit the CSIP to CFX. CFX will process the CSIP expeditiously; however, CFX is not liable for any delay in acting upon a CSIP submitted pursuant to this subarticle. The Contractor may withdraw, in whole or in part, a CSIP not accepted by CFX within the period specified in the CSIP. CFX is not liable for any CSIP development cost in the case where CFX rejects, or the Contractor withdraws, a CSIP.

CFX is the sole judge of the acceptability of a CSIP and of the estimated net savings in construction costs from the adoption of all or any part of the CSIP. In determining the estimated net savings, CFX reserves the right to disregard the Contract bid prices if, in the judgment of CFX, such prices do not represent a fair measure of the value of the Work to be performed or to be deleted.

Prior to approval, CFX may modify a CSIP, with the concurrence of the Contractor, to make it acceptable. If any modification increases or decreases the net savings resulting from the CSIP, CFX will determine the Contractor's fair share upon the basis of the CSIP as modified and upon final quantities. CFX will compute the net savings by subtracting the revised total cost of all bid items affected by the CSIP from the total cost of the same bid items as represented in the Contract, provided that in the sole judgment of CFX that such bid item prices represent fair measure of the value of the associated work.

Prior to approval of the CSIP that initiates the supplemental agreement, provide acceptable Contract-quality plan sheets revised to show all details consistent with the CSIP design.

2.3.11.4 Computation for Change in Contract Cost Performance: If the CSIP is adopted, the Contractor's share of the net savings as defined hereinafter represents full compensation to the Contractor for the CSIP.

CFX will include its cost to process and implement a CSIP in the estimate.

2.3.11.5 Conditions of Acceptance for Major Design Modifications of Category 2 Bridges: A CSIP that proposes major design modifications of a category 2 bridge, as determined by CFX, shall have the following conditions of acceptance:

1. All bridge plans relating to the CSIP shall undergo an independent peer review conducted by a single independent engineering firm referred to for the purpose of this requirement as the Independent Review Engineer (IRE). The IRE shall not be the originator of the CSIP design and shall be pre-qualified by FDOT in accordance with Rule 14-75, Florida Administrative Code. The independent peer review is intended to be a comprehensive and thorough verification of the original Work, giving assurance that the design is in compliance with all CFX requirements. The IRE's comments, along with the resolution of each comment, shall be submitted to CFX. The IRE shall sign and seal the submittal cover letter stating that all comments have been adequately addressed and the design is in compliance with CFX's requirements. If there are any unresolved comments, the IRE shall specifically list all unresolved issues in the signed and sealed cover letter.

2. CFX reserves the right to require the Contractor's Specialty Engineer to assume responsibility for the design of the entire structure.

3. New designs and independent peer reviews shall be in compliance with all applicable CFX, FDOT, and AASHTO criteria requirements including bridge loading ratings.

2.3.11.6 Sharing Arrangements: If CFX approves a CSIP, the Contractor will receive 50% of the net reduction in the cost of performance of the Contract as determined by the final negotiated agreement between the Contractor and CFX. The net reduction will be determined by subtracting from the savings of the construction costs the reasonable documented engineering costs incurred by the Contractor to design and develop a CSIP and CFX's direct costs for reviewing the CSIP. Contractor's engineering costs will be based on the Specialty Engineer's certified invoice and may include the costs of the IRE. The Contractor's total engineering costs to be subtracted from the savings to determine the net reduction will be limited to 25% of the construction savings and will not include any markup by the Contractor for the costs for engineering services performed by the Contractor.

2.3.11.7 Notice of Intellectual Property Interests and CFX's Future Rights to a CSIP: The Contractor's CSIP submittal shall identify with specificity any and all forms of intellectual property rights that either the Contractor or any officer, shareholder, employee, consultant, or affiliate, of the Contractor, or any other entity who contributed in any measure to the substance of the Contractor's CSIP development, have or may have that are in whole or in part implicated in the CSIP. Such required intellectual property rights notice includes, but is not limited to, disclosure of any:

issued patents, copyrights, or licenses; pending patent, copyright or license applications; and any intellectual property right that though not yet issued, applied for or intended to be pursued, could nevertheless otherwise be subsequently the subject of patent, copyright or license protection by the Contractor or others in the future. The notice requirement does not extend to intellectual property rights as to stand-alone or integral components of the CSIP that are already on the FDOT's APL or Standard Plans, Standard Plans indexes, or are otherwise generally known in the industry as being subject to patent or copyright protection.

Notwithstanding Article 5.3 of the General Specifications nor any provisions of the Standard Specifications, upon acceptance of the CSIP, the Contractor grants to CFX and its contractors (such grant being expressly limited solely to any and all existing or future CFX construction projects and any other CFX projects that are partially or wholly funded by or for CFX) a royalty-free and perpetual license under all forms of intellectual property rights to manufacture, to use, to design, to construct, to disclose, to reproduce, to prepare and fully utilize derivative works, to distribute, display and publish, in whole or in part, and to permit others to do any of the above, and to otherwise in any manner and for any purpose whatsoever do anything reasonably necessary to fully utilize any and all aspects of such CSIP on any and all existing and future construction projects and any other CFX projects.

The Contractor shall hold harmless and indemnify CFX and its contractors and others in privity therewith from and against any and all claims, liabilities, other obligations or losses, and reasonable expenses related thereto (including reasonable attorney's fees) which are incurred or are suffered by any breach of the foregoing grants, and regardless of whether such intellectual property rights were or were not disclosed by the Contractor pursuant to the language herein, unless CFX has by express written exception in the CSIP acceptance process specifically released the Contractor from such obligation to hold harmless and indemnify as to one or more disclosed intellectual property rights.

2.4 Claims by Contractor

2.4.1 General: When the Contractor deems that extra compensation, or a time extension is due beyond that agreed to by CFX, whether due to delay, additional Work, altered Work, differing site conditions, breach of Contract, or for any other cause, the Contractor shall follow the procedures set forth herein for preservation, presentation, and resolution of the claim.

2.4.2 Notice of Claim:

2.4.2.1 Claims For Extra Work: Where the Contractor deems that additional compensation or a time extension is due for Work or Materials not expressly provided for in the Contract or which is by written directive expressly ordered by CFX pursuant to 2.3, the Contractor shall notify CFX in writing, including the words "NOTICE OF CLAIM" in the document heading of the intention to make a claim for additional compensation before beginning the Work on which the claim is based, and if seeking a time extension, the Contractor shall also submit a preliminary request for time extension pursuant to 6.7.3 within ten (10) calendar days after commencement of a delay. Within (10) calendar days after the elimination of the delay, the Contractor shall submit a request for Contract Time extension pursuant to 6.7.3. If such notification is not given and CFX is not afforded the opportunity for keeping strict account of actual labor, Materials, Equipment, and time, the Contractor waives the claim for additional compensation or a time extension. Such notice by the Contractor, and the fact that CFX has kept account of the labor, Materials, and Equipment, and time, shall not in any way be construed as establishing the validity of the claim or method for computing any compensation or time extension for such claim. Notice of the amount of the claim with supporting data shall be delivered within sixty days after the start of such occurrence or event (unless CFX allows additional time for the Contractor to submit additional or more accurate data in support of the claim) and shall be accompanied by the Contractor's written statement that the adjustment claimed covers all known amounts to which the Contractor is entitled as a result of said occurrence or event. For any claim or part of a claim that pertains solely to final estimate quantity disputes the Contractor shall submit full and complete claim documentation as described in 2.4.3, as to such final estimate claim dispute issues, within 30 calendar days of the Contractor's receipt of CFX's Offer of Final Payment. Submission of timely notice of intent to file a claim, preliminary time extension request, time extension request, and the claim, together with full and complete claim documentation, are each a condition precedent to the Contractor bringing any arbitration or other formal claims resolution proceeding against CFX for the items and for the sums or time set forth in the Contractor's written claim, and the failure to provide such notice of intent, preliminary time extension request, time extension request, claim and full and complete claim documentation within the time required shall constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to additional compensation or a time extension for such claim.

2.4.2.2 Claims For Delay: Where the Contractor deems that additional compensation or a time extension is due on account of delay, differing site conditions, breach of Contract, or any other cause other than for Work or Materials not expressly provided for in the Contract (Extra Work) or which is by written directive of CFX expressly ordered by CFX pursuant to 2.3, the Contractor shall submit a written notice of intent

to CFX within 48 hours after commencement of a delay to a Work item on the critical path expressly notifying CFX that the Contractor intends to seek additional compensation, and if seeking a time extension, the Contractor shall also submit a preliminary request for time extension pursuant to 6.7.3 within 48 hours after commencement of a delay to a Work item on the critical path, as to such delay and providing a reasonably complete description as to the cause and nature of the delay and the possible impacts to the Contractor's Work by such delay. Within (10) calendar days after the elimination of the delay, the Contractor shall submit a request for Contract Time extension pursuant to 6.7.3. The timely providing of a written notice of intent or preliminary time extension request to CFX are each a condition precedent to any right on behalf of the Contractor to request additional compensation or an extension of Contract Time for that delay, and the failure of the Contractor to provide such written notice of intent or preliminary time extension request within the time required shall constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to additional compensation or a time extension for that delay. Notice of the amount of the claim with supporting data shall be delivered within sixty days after the start of such occurrence or event (unless CFX allows additional time for the Contractor to submit additional or more accurate data in support of the claim) and shall be accompanied by the Contractor's written statement that the adjustment claimed covers all known amounts to which the Contractor is entitled as a result of said occurrence or event. There shall be no Contractor entitlement to any monetary compensation or time extension for any delays or delay impacts, whatsoever, that are not related to a Work item on the critical path, and then as to any such delay to such item entitlement to any monetary compensation or time extension shall only be to the extent such is otherwise provided for expressly under 2.3 or 2.4, except that in the instance of delay to an item of Work not on the critical path the Contractor may be compensated for the direct costs of idle labor or Equipment only, at the rates set forth in 2.3, and then only to the extent the Contractor could not reasonably mitigate such idleness. The existence of an accepted schedule, including any required update(s), as stated in Article 6.3.3, is a condition precedent to the Contractor having any right to the granting of an extension of Contract Time arising out of any delay. Contractor failure to have an accepted schedule, including any required update(s), for the period of potential impact, or in the event the currently accepted schedule and applicable update(s) do not accurately reflect the actual status of the project or fail to accurately show the true controlling or non-controlling work activities for the period of potential impact, will result in any entitlement determination as to time or money for such period of potential impact being limited solely to CFX's analysis and identification of the actual controlling or non-controlling work activities. Further, in such instances. CFX's determination as to entitlement as to either time or compensability will be final, unless the Contractor can prove by clear and convincing evidence to a Disputes Review Board that the CFX's determination was without any reasonable factual basis.

2.4.3 Content of Written Claim: As a condition precedent to the Contractor being entitled to additional compensation or a time extension under the Contract for any claim, the Contractor shall submit a written claim to CFX which will include for each individual claim, at a minimum, the following information:

(a) A detailed factual statement of the claim providing all relevant dates, locations, and items of Work affected and included in each claim;
(b) The date or dates on which actions or events resulting in the claim occurred or conditions resulting in the claim became evident;
(c) Identification of all pertinent documents and the substance of any material oral communications relating to such claim and the name of the persons making such material oral communications;
(d) Identification of the provisions of the Contract which support the claim and a statement of the reasons why such provisions support the claim, or alternatively, the provisions of the Contract which allegedly have been breached and the actions constituting such breach;
(e) A detailed compilation of the amount of additional compensation sought and a breakdown of the amount sought as follows:

(1) documented additional job site labor expenses;
(2) documented additional cost of Materials and supplies;
(3) a list of additional Equipment costs claimed, including each piece of Equipment and the rental rate claimed for each;
(4) any other additional direct costs or damages and the documents in support thereof;
(5) any additional indirect costs or damages and all documentation in support thereof;

(f) A detailed compilation of the specific dates and the exact number of calendar days sought for a time extension, the basis for entitlement to time for each day, all documentation of the delay, and a breakout of the number of days claimed for each identified event, circumstance or occurrence.

Further, the Contractor shall be prohibited from amending either the basis of entitlement or the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder, and any arbitration or other formal claims resolution proceeding shall be limited solely to the basis of entitlement and the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder. This shall not, however, preclude the Contractor from withdrawing or reducing any of the basis of entitlement and the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder at any time.

2.4.4 Action on Claim: CFX will respond within 30 calendar days of receipt of a complete claim submitted by Contractor in compliance with 2.4.3. Failure by CFX to respond to a claim within 30 calendar days after receipt of a complete claim in compliance with 2.4.3 constitutes a denial of the claim by CFX. If CFX finds the claim or any part thereof to be valid, such partial or whole claim will be allowed and paid for to the extent deemed valid and any time extension granted, if applicable, as provided in the Contract.

2.4.5 Compensation for Extra Work or Delay:

2.4.5.1 Compensation for Extra Work: Notwithstanding anything to the contrary contained in the Contract Documents, the Contractor shall not be entitled to any compensation beyond that provided for in 2.3.2.

2.4.5.2 Compensation for Delay: Notwithstanding anything to the contrary contained in the Contract Documents, the additional compensation set forth in 2.4.5.3 shall be the Contractor's sole monetary remedy for any delay other than to perform extra work caused by CFX unless the delay shall have been caused by acts constituting willful or intentional interference by CFX with the Contractor's performance of the work and then only where such acts continue after Contractor's written notice to CFX of such interference. The parties anticipate that delays may be caused by or arise from any number of events during the term of the Contract, including, but not limited to, work performed, work deleted, change orders, supplemental agreements, disruptions, differing site conditions, utility conflicts, design changes or defects, time extensions, extra work, right-of-way issues, permitting issues, actions of suppliers, subcontractors or other contractors, actions by third parties, suspensions of work by the CEI pursuant to Article 6.6 of the General Specifications, shop drawing approval process delays, expansion of the physical limits of the project to make it functional, weather, weekends, holidays, special events, suspension of Contract time, or other events, forces or factors sometimes experienced in construction work. Such delays or events and their potential impacts on the performance by the Contractor are specifically contemplated and acknowledged by the parties in entering into this Contract, and shall not be deemed to constitute willful or intentional interference with the Contractor's performance of the work without clear and convincing proof that they were the result of a deliberate act, without reasonable and good-faith basis, and specifically intended to disrupt the Contractor's performance.

2.4.5.3 Compensation for Direct Costs, Indirect Costs, Expenses, and Profit thereon, of or from Delay: For any delay claim, the Contractor shall only be entitled to monetary compensation for the actual idle labor and equipment, and indirect costs, expenses, and profit thereon, as provided for in 2.3.2.1(d) and solely for costs incurred beyond what reasonable mitigation thereof the Contractor could have undertaken.

2.4.6 Mandatory Claim Records: After giving CFX notice of intent to file a claim for Extra Work or delay, the Contractor shall keep daily records of all labor, Materials and Equipment costs incurred for operations affected by the Extra Work or delay. These daily records shall identify each operation affected by the Extra Work or delay and the specific locations where Work is affected by the Extra Work or delay, as nearly as possible. CFX may also keep records of all labor, Materials, and Equipment used on the operations affected by the Extra Work or delay. The Contractor shall, once a notice of intent to claim has been timely filed, and not less than weekly thereafter as long as appropriate, provide CFX with a copy of the Contractor's daily records and be likewise entitled to receive a copy of CFX's daily records. The copies of daily records to be provided hereunder shall be provided at no cost to the recipient.

2.4.7 Claims for Acceleration: CFX shall have no liability for any constructive acceleration of the Work, nor shall the Contractor have any right to make any claim for constructive acceleration nor include the same as an element of any claim the Contractor may otherwise submit under this Contract. If CFX gives express written direction for the Contractor to accelerate its efforts, such written direction will set forth the prices and other pertinent information and will be reduced to a written Contract Document promptly. No payment will be made on a Supplemental Agreement for acceleration prior to CFX's approval of the documents.

2.4.8 Certificate of Claim: When submitting any claim, the Contractor shall certify under oath and in writing, in accordance with the formalities required by Florida law, that the claim is made in good faith, that the supportive data are accurate and complete to the Contractor's best knowledge and belief, and that the amount of the claim accurately reflects what the Contractor in good faith believes to be CFX's liability. Such certification must be made by an officer or director of the Contractor with the authority to bind the Contractor.

2.4.9 Non-Recoverable Items: The parties agree that for any claim CFX will not have liability for the following items of damages or expense:

a. Loss of profit, incentives, or bonuses;
b. Any claim for other than Extra Work or delay;
c. Consequential damages including, but not limited to, loss of bonding capacity, loss of bidding opportunities, loss of credit standing, cost of financing, interest paid, loss of other work or insolvency;
d. Acceleration costs and expenses, except where CFX has expressly and specifically directed the Contractor in writing "to accelerate at CFX's expense";
e. Attorney fees except in accordance with 3.12, claims preparation expenses and costs of litigation.

2.4.10 Exclusive Remedies: Notwithstanding any other provision of the Contract, the parties agree that CFX shall have no liability to the Contractor for expenses, costs, or items of damages other than those which are specifically identified as payable under 2.4. In the event of any formal claims resolution process for additional compensation, whether on account of delay, acceleration, breach of Contract, or otherwise, the Contractor agrees that CFX's liability will be limited to those items which are specifically identified as payable in 2.4.

2.4.11 Settlement Discussions: The content of any discussions or meetings held between CFX and the Contractor to settle or resolve any claims submitted by the Contractor against CFX shall be inadmissible in any legal, equitable, arbitration or administrative proceedings, including the Disputes Review Board, brought by the Contractor against CFX for payment of such claim. Dispute Review Board proceedings are not settlement discussions, for purposes of this provision.

2.4.12 Personal Liability of Public Officials: In carrying out any of the provisions of the Contract or in exercising any power or authority granted to the Central Florida Expressway Authority, its employees, members, officers, agents, consultants and successors, there shall be no liability of any employee, officer, official agent or consultant of CFX either personally or as officials or representatives of CFX. It is understood that in all such matters such individuals act solely as agents and representatives of CFX.

2.4.13 Auditing of Claims: All claims filed against CFX shall be subject to audit at any time following the filing of the claim, whether or not such claim is part of a suit pending in the Courts of the State of Florida. The audit may be performed at CFX's sole discretion by employees of CFX or by any independent auditor appointed by CFX, or both. The audit may begin after ten days written notice to the Contractor, subcontractor, or supplier. The Contractor, subcontractor, or supplier shall make a good faith effort to cooperate with the auditors. As a condition precedent to recovery on any claim, the Contractor, subcontractor, or supplier must retain sufficient records, and provide full and reasonable access to such records to allow the CFX auditors to verify the claim. Failure to retain sufficient records of the claim or failure to provide full and reasonable access to such records shall constitute a waiver of that portion of such claim that cannot be verified and shall bar recovery thereunder. Further, and in addition to such audit access, upon the Contractor submitting a written claim, CFX shall have the right to request and receive, and the Contractor shall have the affirmative obligation to provide to CFX, copies of any and all documents in the possession of the Contractor or its subcontractors, materialmen or suppliers as may be deemed relevant by CFX in its review of the basis, validity or value of the Contractor's claim.

Without limiting the generality of the foregoing, the Contractor shall upon written request of CFX make available to CFX auditors, or upon CFX's written request for copies, provide copies at CFX's expense, any or all of the following documents:

1. Daily time sheets and superintendent's daily reports and diaries;
2. Insurance, welfare and benefits records;
3. Payroll registers;
4. Earnings records;
5. Payroll tax returns;
6. Materials invoices, purchase orders, and all Materials and supply acquisition contracts;
7. Materials cost distribution worksheets;
8. Equipment records (list of company owned, rented or other Equipment used)
9. Vendor rental agreements and subcontractor invoices;
10. Subcontractor payment certificates;
11. Canceled checks for the project, including payroll and vendors;
12. Job cost reports;
13. Job payroll ledgers;
14. General ledger, general journal, (if used) and all subsidiary ledgers and journals together with all supporting documentation pertinent to entries made in these ledgers and journals;
15. Cash disbursements journal;
16. Financial statements for all years reflecting the operations on the Project;
17. Income tax returns for all years reflecting the operations on the Project;
18. All documents which reflect the Contractor's actual profit and overhead during the years the Contract was being performed and for each of the five years prior to the commencement of the Contract;
19. All documents related to the preparation of the Contractor's bid including the final calculations on which the bid was based;
20. All documents that relate to each and every claim together with all documents which support the amount of damages as to each claim;
21. Worksheets used to prepare the claim establishing the cost components for items of the claim including, but not limited to, labor, benefits and insurance, Materials, Equipment, subcontractors, and all documents that establish which time periods and individuals were involved, and the hours and rates for such individuals.
22. Electronic Payment Transfers and like records

2.5 Unforeseeable Work

When Work is required which is not covered by a price in the Contract and such Work does not constitute a "significant change" as defined in 2.3.1, and such Work is found essential to the satisfactory completion of the Contract within its intended scope, an adjustment will be made to the Contract. The basis of payment for such adjustment will be in an amount as CFX may determine to be fair and equitable.

2.6 Right To and Use of Materials Found at the Site of the Work

2.6.1 Ownership and Disposal of Existing Materials: Except as might be stipulated or implied otherwise on the Plans or in the Specifications, all Materials which are not the property of other parties (in both roadway and structures) found on the right of way and all material in structures removed by the Contractor, shall become the property of the Contractor and shall be properly disposed of by the Contractor. Such Materials shall not include earth or other excavated material required for the construction of the Project. Materials from existing structures required to be removed and which are designated to remain the property of CFX may generally be used by the Contractor during construction. Such material shall not be cut or otherwise damaged during removal unless permission is given and shall subsequently be stored in an accessible location if so directed by CFX.

2.6.2 Ornamental Trees and Shrubs: Any ornamental trees or shrubs existing in the right-of-way (which are required to be removed for the construction operations and which are not specifically designated on the Plans to be reset or to be removed by others prior to the construction operations) shall remain the property of CFX, and shall be relocated by the Contractor as directed. The Contractor shall be fully responsible for maintaining in good condition all grass plots, trees and shrubs outside the limits of construction as shown on the Plans. Tree limbs that interfere with Equipment operation and are approved for pruning shall be neatly trimmed and the tree cut coated with tree paint.

2.7 Restoration of Right of Way

Areas outside the Project limits within CFX right of way used as a plant site shall be shaped and dressed so as not to present an objectionable appearance and grassed. The Work of grassing will not be paid for separately but will be considered incidental to the other items of Work for which payment is made. Property outside CFX's right of way that is damaged due to the activities of the Contractor shall be immediately restored, at Contractor's expense, to a condition similar or equal to that existing before such damage or injury was done by the Contractor.

Upon completion of the Work and before final acceptance and final payment will be made, the Contractor shall remove from the right of way and adjacent property all falsework, Equipment, surplus and discarded Materials, rubbish and temporary structures; shall restore in an acceptable manner all property, both public and private, which has been damaged during the prosecution of the Work, and shall leave the roadway in a neat and presentable condition throughout the entire length of the Work under the Contract. The placing of Materials of any character, rubbish or Equipment, on abutting property, with or without the consent of the property owners, shall not constitute satisfactory disposal. However, the Contractor will be allowed to temporarily store Equipment, surplus Materials, usable forms, etc., on a well-kept site owned or leased by the Contractor, adjacent to the Project, but no discarded Equipment or Materials or rubbish shall be placed on such site.

END OF SECTION 2

SECTION 3 - CONTROL OF WORK

3.1 Plans and Working Drawings

3.1.1 Plans and Contract Documents: The Contractor will be supplied, without charge, one (1) set of Plans and Contract Documents on electronic media and one (1) hard copy set of "Approved for Construction" documents including the Plans, General Specifications, Technical Specifications and Special Provisions and addenda, if any. Copies of the FDOT Standard Specifications and Standard Plans are available from the FDOT.

3.1.2 CFX Plans: The Plans furnished by CFX consist of general drawings showing such details as are necessary to give a comprehensive idea of the construction contemplated. Roadway plans will show in general, alignment, profile grades, typical cross sections and general cross sections. Structure plans, in general, will show in detail all dimensions of the Work contemplated. When the structure plans do not show the dimensions in detail, they will show general features and such details as are necessary to give a comprehensive idea of the structure.

Grades shown are finished grades and B.M. Datum is National Geodetic Vertical Datum of 1929 (NGVD-1929), North American Vertical Datum 1988 (NAVD-1988), or other datum as noted in the Plans.

3.1.3 Alterations in the Plans: All authorized alterations affecting the requirements and information given on the approved Plans shall be in writing. No changes shall be made on any plan or drawing after its approval by CFX, except by direction of CFX.

3.1.4 Shop Drawings

3.1.4.1. Definitions:

(a) Shop Drawings include all working, shop and erection drawings, associated trade literature, calculations, schedules, manuals or similar documents submitted by the Contractor to define some portion of the Work. The type of Work includes both permanent and temporary Work.

(b) Permanent Work is the term deemed to include all the permanent structure and parts thereof required of the completed Contract.

(c) Temporary Work is the term deemed to include any temporary construction work necessary for the construction of the permanent Work. This includes falsework, formwork, scaffolding, shoring, temporary earthworks, sheeting, cofferdams, special erection Equipment and the like.

(d) Construction Affecting Public Safety applies to construction that may jeopardize public safety such as structures spanning functioning vehicular roadways, pedestrian walkways, railroads, navigation channels, navigable waterways and walls or other structure's foundations located in embankments immediately adjacent to functioning roadways. It does not apply to those areas of the site under the Contractor's control and outside the limits of normal public access.

(e) Major and unusual structures include bridges of complex geometry and/or complex design. Generally, this includes the following types of structures:

Bridges with an individual span longer than 300 feet.
Structurally continuous superstructures with spans over 150 feet.
Steel box and plate girder bridges.
Steel truss bridges.
Concrete segmental and longitudinally post-tensioned continuous girder bridges.
Cable stayed or suspension bridges.
Curved girder bridges.
Arch bridges.
Tunnels.
Movable bridges (specifically electrical and mechanical components).
Rehabilitation, widening or lengthening of any of the above.

(f) Special Erection Equipment includes launching gantries, beam and winch Equipment, form travelers, stability towers, strongbacks, erection trusses, launching noses or similar items made purposely for construction of the structure. It does not apply to commonly available proprietary construction Equipment such as cranes.

(g) Falsework includes any temporary construction Work used to support the permanent structure until it becomes self-supporting. Falsework includes steel or timber beams, girders, columns, piles and foundations and any proprietary Equipment including modular shoring frames, post shores and adjustable horizontal shoring.

(h) Formwork includes any temporary structure or mold used to retain plastic or fluid concrete in its designated shape until it hardens. Formwork comprises common materials such as wood or metal sheets, battens, soldiers and walers, ties, proprietary forming systems such as stay-in-place metal forms, and proprietary supporting bolts, hangers and brackets.

(i) Scaffolding is an elevated work platform used to support workmen, Materials and Equipment but not intended to support the structure.

(j) Shoring is a component of falsework such as horizontal, vertical or inclined support members. In this specification, this term is used interchangeably with falsework.

3.1.4.2. Work Items Requiring Shop Drawings: The requirement for submittals for certain items may be waived by other provisions of these specifications; i.e. items constructed from standard drawings or those complying with alternate details for pre-stressed members under Section 450. Precast components that are not detailed in the Plans or Standard Drawings will require approved shop drawings. The Contractor shall review the Plans and Specifications to determine the submittals required.

The following signing and lighting items are defined as structural items:

Lighting: poles, bracket arms, frangible bases and foundations.

Signing: Mounting brackets for bridge mounted signs, overhead cantilever structures, overhead truss structures, overhead sequential sign structures and multiple post sign supports, along with applicable foundations.

In general, shop drawings shall be required for:

(a) Bridge, Bulkhead and Retaining Wall Structures, cofferdams, Lighting and Signing Structural Items along with applicable foundations.

(b) Signing, Lighting, Drainage Structures and Attenuators and other nonstructural items.

(c) Building Structures.

(d) Contractor Originated Re-Design.

(e) Design and/or structural details furnished by the Contractor in compliance with the Contract, according to the sections of the Specifications pertaining to the Work, to the Plans or other Contract Documents.

(f) Special Erection Equipment.

(g) Falsework and Shoring.

Additional clarification for certain types of bridge structures is provided in 3.1.4.9.

3.1.4.3 Schedule of Submittals: The Contractor shall prepare and submit to the CEI a schedule of submittals identifying the Work for which Contractor intends to submit shop drawings, the type, approximate number of drawings or other documents and

approximate dates of anticipated submittals with due regard to processing requirements herein. The schedule of submittals shall be submitted to the CEI within 15 days of the start of the date of the Notice to Proceed, and prior to the submission of any shop drawings.

Subsequent submittals shall be coordinated with construction schedules to allow sufficient time for review, approval and re-submittal as necessary.

3.1.4.4 Style, Numbering and Material of Submittals:

3.1.4.4.1 Drawings: The Contractor shall furnish such shop drawings as may be required to complete the structure in compliance with the design shown on the Plans. Each page shall be numbered consecutively for the series and the page number shall indicate the total number in the series (e.g., 1 of 12, 2 of 12, ...12 of 12). Each shop drawing shall contain the following items as a minimum requirement: the CFX Project Number, drawing title and number, a title block showing the names of the fabricator or producer and the Contractor for which the Work is being done, the initials of the person(s) responsible for the drawing, the date on which the Work was performed, the location of the item(s) within the Project, the Contractor's approval stamp and initials and when applicable, the signature and seal of the Contractor's Florida registered Specialty Engineer. The absence of any of this minimum information may be cause for a request for a re-submittal.

3.1.4.4.2 Other Documents: Documents other than drawings, such as trade literature, catalogue information, calculations and manuals shall be original copies or clearly legible photographic or xerographic copies. The page size shall be no larger than 11 by 17 inches. Such information shall be clearly labeled and numbered and the page numbers shall indicate the total number of pages in the series (e.g., 1 of 12, 2 of 12, ... 12 of 12).

All documents shall be submitted with a Table of Contents cover sheet. The cover sheet shall list the total number of pages and appendices and shall also include the CFX Project Number, a title to reference the item(s) for which it is submitted, the name of the firm and person(s) responsible for the preparation of the document, the Contractor's approval stamp and initials and, when applicable, the signature and seal of the Contractor's Florida registered Specialty Engineer.

The calculations or manuals shall clearly outline the design criteria and shall be appropriately prepared and checked. The internal sheets shall include the complete CFX Project Number and initials of the persons responsible for preparing and checking the document.

Trade literature and catalogue information shall be clearly labeled with the title, CFX Project Number, date and name of the firm and person responsible for that document displayed on the front cover.

3.1.4.5 Submittal Paths and Copies: All submittals will be transmitted from the Contractor to the CEI. Should additional distribution be desired in order to expedite processing, contact information for additional reviewers will be provided to the Contractor. These contacts may include the Engineer of Record (EOR), General Engineering Consultant (GEC), Specialty Engineers, and/or CFX. At the preconstruction conference, CFX may notify the Contractor of any additional entities to be included in the submittal distribution.

3.1.4.5.1 Bridge, Bulkhead and Retaining Wall Structures and Lighting and Signing Structural Items with appropriate foundations: Shop drawings for pre-qualified items, excluding their corresponding foundations, are not required.

3.1.4.5.2 Signing, Lighting, Drainage Structures, Attenuators and other nonstructural items.

3.1.4.5.3 Building Structures: Each series of working, shop and erection drawings.

3.1.4.5.4 Contractor Originated Design or Redesign: The Contractor shall submit to the CEI each series of shop drawings and applicable calculations. The cover sheet of each copy of applicable calculations shall be signed and sealed by the Contractor's Specialty Engineer. The submittal and copies shall be transmitted in accordance with the requirements of 3.1.4.5.1 through 3.1.4.5.3, as appropriate.

3.1.4.5.5 Special Erection Equipment: For (a) Construction Affecting Public Safety and (b) Major or Unusual Structures: The Contractor shall submit to the CEI, each series of shop drawings and applicable calculations. Each cover sheet of each copy of applicable calculations shall be signed and sealed by the Contractor's Specialty Engineer.

3.1.4.5.6 Falsework and Shoring: For (a) Construction Affecting Public Safety and (b) Major and Unusual Structures: The Contractor shall submit to the CEI of each series of shop drawings and applicable calculations. Each cover sheet of applicable calculations shall be signed and sealed by the Contractor's Specialty Engineer.

3.1.4.5.7 Formwork: Formwork shall be in accordance with Section 400-5 of the Standard Specifications.

3.1.4.5.8 Scaffolding: The Contractor shall be responsible for the safe installation and use of all scaffolding. No submittals are required.

3.1.4.5.9 Other miscellaneous design and/or structural details furnished by the Contractor in compliance with the contract: The Contractor shall submit to the CEI each series of shop drawings and applicable calculations. Each cover sheet of each copy of applicable calculations shall be signed and sealed by the Contractor's Specialty Engineer.

3.1.4.5.10 Beam and Girder Temporary Bracing: The Contractor is solely responsible for ensuring stability of beams and girders during all handling, storage, shipping and erection. Adequately brace beams and girders to resist wind, weight of forms and other temporary loads, especially those eccentric to the vertical axis of the products, considering actual beam geometry and support conditions during all stages of erection and deck construction. Develop the required designs following the AASHTO Guide Design Specifications for Bridge Temporary Works and Construction Handbook for Bridge Temporary Works and the Contract Documents.

For Construction Affecting Public Safety, submit signed and sealed calculations for stability of all beams and girders.

3.1.4.5.11 Erection Plan: Submit, for the Engineer's review, an Erection Plan that meets the specific requirements of Sections 450, 452, 460 and this section. Refer to the Standard Plans, Index 102-600 for construction activities not permitted over traffic.

3.1.4.6 Certifications:

3.1.4.6.1 Special Erection Equipment: Prior to its use, special erection Equipment shall be personally inspected by the Specialty Engineer who shall certify to the CEI in writing that the Equipment has been fabricated in accordance with the submitted drawings and calculations. In addition, after assembly, the Specialty Engineer shall observe the Equipment in use and shall certify to the CEI in writing that it is being utilized as intended and in accordance with the submitted drawings and calculations. In each case, the Specialty Engineer shall also sign and seal the letter of certification.

3.1.4.6.2 Falsework and Shoring requiring shop drawings per 3.1.4.5.6: After its erection or installation but prior to the application of any superimposed load, the falsework shall be personally inspected by the Specialty Engineer

who shall certify to the CEI in writing that the falsework has been constructed in accordance with the Materials and details shown on the submitted drawings and calculations. The Specialty Engineer shall also sign and seal the letter of certification.

3.1.4.6.3 Formwork: For Construction Affecting Public Safety, prior to the placement of any concrete, the Contractor shall certify to the CEI in writing that formwork has been constructed to safely withstand the superimposed loads to which it will be subjected.

3.1.4.6.4 Erection: For Construction Affecting Public Safety, submit an erection plan signed and sealed by the Specialty Engineer to the Engineer at least four weeks prior to erection commencing. Include, as part of this submittal, signed and sealed calculations and details for any falsework, bracing, or other connection supporting the structural elements shown in the erection plan. Unless otherwise specified in the Contract Documents, erection plans are not required for simple span precast prestressed concrete girder bridges with spans of 170 feet or less.

At least two weeks prior to beginning erection, conduct a Pre-erection meeting to review details of the plan with the Specialty Engineer that signed and sealed the plan, and any Specialty Engineers that may inspect the work and the Engineer.

After erection of the elements, but prior to opening of the facility below the structure, ensure that a Specialty Engineer or a designee has inspected the erected member. Ensure that the Specialty Engineer has submitted a written certification to the Engineer that the structure has been erected in accordance with the signed and sealed erection plan.

For structures without temporary supports but with temporary girder bracing systems, perform, as a minimum, weekly inspections of the bracing until all the diaphragms and cross frames are in place. For structures with temporary supports, perform daily inspections until the temporary supports are no longer needed as indicated in the erection plans. Submit written documentation of the inspections to the Engineer within 24 hours of the inspection.

3.1.4.6.5 Crane Pad: For all erection plans required by Section 3 and all planned lifts with the potential to influence a MSE wall or other structure (either new, to remain, or to be removed) provide a signed and sealed evaluation of the crane pad, embankment, and MSE wall/structure stability.

3.1.4.7 Processing of Shop Drawings:

3.1.4.7.1 Contractor Responsibility for Accuracy and Coordination of Shop Drawings: The Contractor shall coordinate, schedule and control all submittals including those of its various subcontractors, suppliers and engineers to provide for an orderly and balanced distribution of the Work.

All shop drawings prepared by the Contractor or its agents (subcontractor, fabricator, supplier, etc.) shall be coordinated, reviewed, dated, stamped, approved and signed by the Contractor prior to submission to the CEI for review. The Contractor's signed approval of drawings submitted shall confirm the Contractor has verified the Work requirements, field measurements, construction criteria, sequence of assembly and erection, access and clearances, catalog numbers and other similar data. Each series of drawings shall indicate the specification section and page or drawing number of the Contract plans to which the submission applies. The Contractor shall indicate on the shop drawings all deviations from the Contract drawings and shall itemize all deviations in the letter of transmittal. Likewise, whenever a submittal does not deviate from the Contract plans, the Contractor shall also clearly state so in the transmittal letter.

The Contractor shall schedule the submission of shop drawings to allow for a 45 calendar day review period by the CEI. The review period commences upon receipt of the Contractor's submittal by the CEI as stipulated in 3.1.4.5 and terminates upon transmittal of the submittal back to the Contractor by the CEI. The Contractor shall adjust its schedules so that a 30 calendar day period is provided for each re-submittal.

It is incumbent upon the Contractor to submit shop drawings to facilitate expeditious review. Voluminous submittals of shop drawings at one time are discouraged and may result in increased review time. The submittal/re-submittal clock will start upon receipt of a valid submittal. A valid submittal shall include all the minimum requirements outlined in 3.1.4.4. CFX will not be liable to the Contractor for resulting delays, added costs and/or related damages when the actual time required for approval extends beyond the 45 day and 30 day review periods shown above.

Only CEI approvals of miscellaneous submittals and red ink stamps on shop drawings are valid and any Work performed in advance of approval will be at the Contractor's risk.

3.1.4.7.2 Scope of Review by CEI: The review of the shop drawings by the CEI shall be for conformity to the Contract requirements and intent of design and not for the adequacy of the means, methods, techniques, sequences and procedures proposed for construction. Review by the CEI does not relieve the Contractor of responsibility for dimensional accuracy to assure field fit and for conformity of the various components and details.

3.1.4.7.3 Special Review by CEI of Shop Drawings for Construction Affecting Public Safety: For Construction Affecting Public Safety, the CEI will make an independent review of all relevant shop drawings and similar documents in order to verify the safety of the intended construction and construction of the permanent Work shall not proceed until receipt of the CEI's approval. The requirement herein does not supercede the Contractor's duty and responsibility for all safety provisions, public and/or otherwise, for the Project.

3.1.4.8 Avoidance of Conflict of Interest: Neither the CEI, the Consultant nor any design engineer who participated in the design phase of the Project can be engaged by the Contractor to perform Work as the Contractor's Specialty Engineer unless expressly approved in writing by CFX.

3.1.4.9 Other Requirements for Shop Drawings for Bridges:

3.1.4.9.1 Shop Drawings for Structural Steel and Miscellaneous Metals: Shop drawings shall be furnished by the Contractor for structural steel and miscellaneous metals. Shop drawings shall consist of working, shop and erection drawings, welding procedures and other working plans, showing details, dimensions, sizes of material, and other information necessary for the complete fabrication and erection of the metal work.

3.1.4.9.2 Shop Drawings for Concrete Structures: Shop drawings shall be furnished by the Contractor for such details as may reasonably be required for the effective prosecution of the Work and which are not included in the plans furnished by CFX. These may include details of falsework, shoring, special erection Equipment, bracing, centering, formwork, masonry layout diagrams and diagrams for bending reinforcing steel in addition to any details required for concrete components for the permanent Work.

3.1.4.9.3 Shop Drawings for Major and Unusual Structures: In addition to any other requirements, no less than 60 days from the start of Work as shown in the latest CPM, the Contractor shall submit information to the CEI outlining Contractor's overall approach to the Project. Where applicable to the Project, this information shall include but need not be limited to items such as:

(1) Overall construction program for the duration of the Contract. milestone dates should be clearly shown. (For example; the need to open a structure by a certain time for traffic operations.)

(2) Overall construction sequence. The order in which individual structures are to be built, the sequence in which individual spans of girders or cantilevers are erected and the sequence in which spans are to be made continuous.

(3) The general location of any physical obstacles to construction that might impose restraints or otherwise affect the construction and an outline of how the Contractor intends to deal with such obstacles as it builds the structure(s). (For example; obstacles might include road, rail and waterway clearances, temporary diversions, transmission lines, utilities, property and the Contractor's own temporary Work such as haul roads, cofferdams, plant clearances and the like.)

(4) The approximate location of any special lifting Equipment in relation to the structure including clearances required for the operation of the Equipment. (For example; crane positions and operating radii and the like.)

(5) The approximate location of any temporary falsework and conceptual outline of any special erection Equipment. (The precise locations and details of attachments, fixing devices, loads etc. will be covered under later detailed submittals.)

(6) An outline of the handling, transportation and storage of fabricated components, such as girders or concrete segments. (Precise details will be covered under later detailed submittals).

(7) Any other information pertinent to the Contractor's proposed scheme or intentions.

The above information shall be clear and concise and shall be presented on as few drawings as possible in order to provide an overall, integrated summary of the Contractor's intentions and approach to the Project. These drawings are for information, review planning and to assess the Contractor's approach in relation to the intent of the original design. Their delivery to and receipt by the CEI shall not constitute any acceptance or approval to the proposals shown thereon. The details of such proposals shall be the subject of subsequent detailed shop drawing submittals. Variations from these overall scheme proposals shall be covered by timely revisions and re-submittals.

3.1.4.10 Corrections for Construction Errors: For Work that is constructed incorrectly or does not conform to the requirements of the Contract drawings or Specifications, the Contractor has the prerogative to submit an acceptance proposal to the CEI for review and disposition. Any such proposal will be judged both for its effect on the integrity and maintainability of the structure or component thereof and also for its effect on Contract administration.

Any proposal judged by the CEI to infringe on the structural integrity or maintainability of the structure will require a technical assessment and submittal by the Contractor's Specialty Engineer as described in 3.1.4.5.4.
The cost of carrying out all approved corrective construction measures shall be entirely at the Contractor's expense.

Notwithstanding any disposition on the compensation aspects of the defective Work, the CEI's decision on the technical merits of a proposal shall be final.

3.1.4.11 Modifications for Construction: Where the Contractor is permitted to make modifications to the permanent Work for the purposes of expediting the Contractor's chosen construction methods, Contractor shall submit its proposals to the CEI for review and approval. Proposals for modifications shall be submitted under the shop drawing process.

Minor modifications shall be limited to those items that in the opinion of the CEI do not significantly affect the quantity of measured Work nor the integrity or maintainability of the structure or its components.

Major modifications are any modifications that in the opinion of the CEI significantly affect the quantity of measured Work or the integrity or maintainability of the structure or its components. (For example, substitutions of alternative beam sizes and spacing, change of material strength or type, and the like.)

The CEI's decision on the delineation between a minor and a major modification and disposition on a proposal shall be final.

3.1.4.12 Cost of Shop Drawings: The Contract Prices shall include the cost of furnishing shop and working drawings and the Contractor will be allowed no extra compensation for such drawings.

3.2 Coordination of Plans and Specifications

The Plans, Specifications and all supplementary documents are integral parts of the Contract and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete Work. In addition to the Work and Materials specifically identified as being included in any specific pay item, additional incidental Work not specifically mentioned will be included in such pay item when shown in the Plans or if indicated or obvious and apparent as being necessary for proper completion of the Work.

In case of discrepancy, the governing order of the documents shall be as follows:

1. The Contract,
2. The Memorandum of Agreement,
3. The Addenda (if any), modifying the General Specifications, Technical Specifications, Special Provisions, Technical Special Provisions (if any), Plans or other Contract Documents,
4. The Plans,
5. The Special Provisions,
6. The Technical Special Provisions (if any),
7. The Technical Specifications,
8. The General Specifications,
9. The Standard Specifications,
10. The Standard Plans, and
11. The Proposal.

Computed dimensions shall govern over scaled dimensions.

3.3 Conformity of Work with Plans

All Work performed, and all Materials furnished shall be in reasonably close conformity with the lines, grades, cross sections, dimensions and material requirements, including tolerances, shown on the Plans or indicated in the Specifications.

In the event CFX finds that the Materials or the finished product in which the Materials are used are not within reasonable close conformity with the Plans and Specifications, but that reasonably acceptable Work has been produced, CFX will make a determination if the Work will be accepted and remain in place. In this event, CFX will document the basis of acceptance by Contract modification which will provide for an appropriate adjustment in the Contract price for such Work or Materials as CFX deems necessary to conform to CFX's determination based on engineering judgment.

In the event CFX finds that the Materials or the finished product in which the Materials are used, or the Work performed are not in reasonable close conformity with the Plans and Specifications and have resulted in an inferior or unsatisfactory product, the Work or Materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor.

For base and surface courses, the finished grade may vary as much as 0.1 foot from the grade shown on the Plans, provided that all template and straightedge requirements are met and that suitable transitions are affected.

3.3.1 As-Built Drawings: During the entire construction operation, both the CEI and the Contractor shall maintain independent, separate records of all deviations from the plans and specifications including Requests for Information (RFI), field directives, sketches, etc. The Contractor shall submit a draft of the as-built drawings, including all deviations, to the CEI no less than once every two months for review. A minimum submittal would be a pdf with all changes in red, accurately plotted. The Contractor's as-built drawings shall be reviewed regularly throughout the course of the project by the CEI. The Contractor's final as-built drawing submittal shall also include cross-sections, prepared by a registered surveyor, of all retention ponds in the Project limits. The Contractor's final as-built drawings shall be submitted within 15 days of the Project acceptance or termination of Work.

3.4 Pre-Award Meeting

The Plans and Specifications will be reviewed in a joint pre-award meeting between the Contractor's key personnel and CFX representatives. The purpose of the meeting will be to address all questions or differences in interpretations of the documents and to provide clarifications. The meeting will also provide the opportunity for the Contractor to disclose advantages that may have been gained through a strict and literal interpretation of the bid documents. If the Contractor suspects or believes, based on its prior experience, or on the overall specifications, that a literal interpretation of one or more specifications may not reflect CFX's intentions or desires, the Contractor shall disclose such belief at this meeting. CFX will make a determination as to whether or not any adjustments to the Plans, Specifications and/or bid price are appropriate and desired and will make such corrections and interpretations as CFX deems necessary to reflect the intent of the Plans and Specifications.

A Memorandum of Agreement will be prepared by CFX summarizing the results of the meeting. Except as noted in the Memorandum of Agreement, the Contractor shall certify there are no known errors or omissions in the Plans, Specifications and other Contract Documents before the Contract is executed. The memorandum will be signed by CFX and a representative of the Contractor authorized to act on behalf of the Contractor and will be made a part of the Contract Documents.

Notwithstanding that the pre-award meeting is mandatory as to the Contractor, and notwithstanding that the items to be agreed upon at the pre-award meeting shall become terms of the ultimate Contract, the Contractor expressly acknowledges and agrees that all of the essential terms of the ultimate Contract are contained in the Bid and Bidding Documents, and all issues addressed at the pre-award meeting are deemed non-essential to the existence of the Contract, unless (i) it is discovered that the Contractor misrepresented any item of the Bid, or (ii) CFX determines that the Bid does not conform to the specifications of the Bidding Documents.

3.5 Orders and Instructions

The supervision of the execution of the Contract is vested wholly in the Contractor. The orders, instructions, directions or requests of CFX may come directly from CFX or may be given through CFX's designated representative. The Contractor shall designate a representative to receive such instructions, directions or requests and failing to do so, will be held responsible for the execution of them.

CFX will have the right to suspend the Work wholly or in part for such period or periods as may be deemed necessary due to failure on the part of the Contractor to carry out orders given to perform any or all provisions of the Contract. The Contractor shall not suspend the Work and shall not remove any Equipment, tools, lumber or other Materials without the written permission of CFX.

3.5.1 Observation of the Work: CFX will have free access to the Materials and the Work at all times for measuring or observing the same, and the Contractor shall afford either or both all necessary facilities and assistance for so doing.

After written authorization to proceed with the Work, CFX or its designated representative will:

3.5.1.1 Make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine in general if the Work is proceeding in accordance with the Plans and Specifications. CFX will not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work, will not be responsible for the construction means, methods, procedures, techniques and will not be responsible for the Contractor's failure to perform the construction Work in accordance with the Plans and Specifications. CFX will not be responsible for safety precautions and procedures concerning the Work. During such visits and based on on-site observations, CFX may disapprove Work as failing to conform to the Plans and Specifications.

3.5.1.2 Check and approve samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of Materials and Equipment and other data which the Contractor is required to submit, only for conformance with the design concept of the Project and compliance with the information given by the Plans and Specifications.

3.5.1.3 Conduct, in company with the Contractor, a final inspection of the Project for conformance with the design concept of the Project and compliance with the information given by the Plans and Specifications.

3.5.1.4 Prepare final record drawings.

3.5.2 Examination of the Work: The authority and duties of the CEI, if one is so designated by CFX, are limited to examining the material furnished, observing the Work done and reporting its findings to CFX. Neither CFX nor the CEI underwrites, guarantees or ensures the Work done by the Contractor. It is the Contractor's responsibility to perform the Work in all details in accordance with the Plans and Specifications. Failure by any representative of CFX engaged in on-the-site observation to discover defects or deficiencies in the Work of the Contractor shall never, under any circumstances, relieve the Contractor from the Contractor's liability therefore.

The CEI will have no authority to permit deviation from or to modify any of the provisions of the Plans or Specifications without the written permission or instruction of CFX or to delay the Contractor by failure to observe the Materials and Work with reasonable promptness.

The CEI will not have authority to supervise, direct, expedite or otherwise control the Contractor's means, methods, techniques or sequences of construction. The CEI may only advise the Contractor when it appears that the Work and/or Materials do not conform to the requirements of the Contract Documents.

The payment of any compensation, irrespective of its character or form or the giving of any gratuity, or the granting of any valuable favor, directly or indirectly, by the

Contractor to any project representative is strictly prohibited, and any such act on the part of the Contractor will constitute a violation of the Contract.

If the Plans, Specifications, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Work to specifically be inspected, tested or approved by someone other than the Contractor, the Contractor shall give CFX timely notice of readiness therefore. The Contractor shall furnish CFX the required certificates of inspection, testing or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Materials, and/or the American Association of State Highway and Transportation Officials, such other applicable organizations as may be required by law, or the Plans and Specifications. If any such Work required so to be inspected, tested or approved is covered without written approval of CFX, it must, if requested by CFX, be uncovered for observation at the Contractor's expense. The cost of all such inspections, tests and approvals shall be borne by the Contractor unless otherwise provided.

3.5.3 Communications: Prior to the start of the Work, CFX will advise the Contractor as to how communications between CFX and Contractor will be handled. Thereafter, whenever reference is made to required communication between the Contractor and CFX, such communication, to be given consideration, must be addressed in accordance with the approved procedure.

3.6 Engineering and Layout

3.6.1 Control Points Furnished by CFX

CFX will provide control points and benchmarks as identified in the Plans along the line of the Project to facilitate the proper layout of the Work. A walk-through of the Project by the Consultant's surveyor will be provided to the Contractor to facilitate field location of these points. The Contractor shall preserve all reference points and benchmarks furnished by CFX.

As an exception to the above, if the Plans do not show a centerline or other survey control line for construction of the Work (e.g., resurfacing, safety modifications, etc.) CFX will provide only points marking the beginning and ending of the Project and all exceptions.

3.6.2 Furnishing of Stake Material

The Contractor shall furnish all stakes, templates and other Materials necessary to establish and maintain the lines and grades necessary for control and construction of the Work.

3.6.3 Layout of Work

Using the control points furnished by CFX in accordance with 3.6.1 above, the Contractor shall establish all horizontal and vertical controls necessary to construct the Work in conformance with the Plans and Specifications. The horizontal and vertical controls shall include performing all calculations required and setting all stakes needed such as grade stakes, offset stakes, reference point stakes, slope stakes and other reference points or marks necessary to provide lines and grades for construction of all roadway, bridge and miscellaneous items. The Contractor shall also establish all horizontal and vertical controls necessary to perform utility construction required to be performed by the Contractor. The Contractor shall maintain and protect the required station identification stakes in their correct and appropriate locations. Failure to comply with this provision will result in the withholding of the Contractor's partial payments.

The Contractor shall provide CFX with survey assistance for subsoil excavation quantities and other Project quantities as required by CFX.

3.6.4 Specific Staking Requirements

In circumstances involving new base construction, the Contractor shall set stakes to establish lines and grades for subgrade base, curb and related items at intervals along the line of Work no greater than 50 feet on tangents and 25 feet on curves. Grade stakes shall be set at locations directed by the CEI to facilitate checking of subgrade, base and pavement elevations in crossovers, intersections and irregular shaped areas. If Automated Machine Guidance (AMG) is utilized, set stakes as needed to document quantities. Use of AMG will require an approved Work Plan that describes portions of Work performed with AMG, system components including software, prior experience using this AMG system, site calibration procedures, and quality control procedures. Provide a man rover and a digital model for CEI verification.

For bridge construction stakes and other controls, the Contractor shall set references at intervals sufficient to assure that all components of the structure are constructed in accordance with the lines and grades shown on the Plans.

If the Plans do not show a centerline or other survey control line for construction of the Work (e.g., resurfacing, safety modifications, etc.), only such stakes as are necessary for horizontal and vertical control of Work items will be required.

For resurfacing and resurfacing/widening Work, the Contractor shall establish horizontal controls adequate to assure that the asphalt mix added coincides with the existing pavement. In tangent sections, horizontal control points shall be set at 100-foot intervals by an instrument survey. In curve sections, horizontal control points shall be set at 25-foot intervals by locating and referencing the centerline of the existing pavement.

The Contractor shall establish, by an instrument survey, and mark on the surface of the finished pavement at 25-foot intervals, points necessary for striping of the finished roadway. For resurfacing and resurfacing/widening Work these points shall be established in the same manner as for horizontal control of paving operations. Marks shall be made in white paint. If striping is included in the Work to be done by the Contractor an alternate method of layout of striping may be approved by the CEI provided that the alignment achieved is equal to or better than that which would be achieved using an instrument survey.

A station identification stake shall be set at each right of way line at 100-foot intervals and at all locations where a change in right of way width occurs. Each stake shall be marked with painted numerals of sufficient size to be readable from the roadway and corresponding to the Project station at which it is located. Where Plans do not show right of way lines, station identification stakes shall be set at locations and intervals appropriate to the type of Work being done. For resurfacing and resurfacing/widening Work, station identification stakes shall be set at 200-foot intervals.

3.6.5 Personnel, Equipment, and Record Requirements

The Contractor shall employ only competent personnel and use only suitable equipment in performing layout Work. The Contractor shall not engage the services of any person or persons in the employ of CFX for performance of layout Work.

Adequate field notes and records shall be kept as layout Work is accomplished. These field notes and records shall be available for review by the CEI as the Work progresses and copies shall be furnished to the CEI at the time of completion of the Project. Any review of the Contractor's field notes or layout Work by CFX and the acceptance of all or any part thereof, shall not relieve the Contractor of responsibility to achieve the lines, grades, and dimensions shown in the plans and indicated in the specifications.

Prior to final acceptance of the Project, the Contractor shall mark in a permanent manner on the surface of the completed Work all horizontal control points originally furnished by CFX.

3.6.6 Global Navigation Satellite Systems (GNSS) Work Plan

If used, submit a comprehensive written GNSS Work Plan to the Engineer for review and acceptance at the preconstruction conference or at least 30 days before starting work using GNSS. Update the plan as necessary during construction and notify CFX of all changes. The GNSS Work Plan shall describe how GNSS enabled Automated Machine Guidance technology will be integrated into other technologies employed on the project. At a minimum, the GNSS Work Plan will include the following:

1. Designate which portions of the Contract will be done using GNSS enabled Automated Machine Guidance and which portions will be constructed using conventional survey methodology.
2. Describe the manufacturer, model, and software version of the GNSS equipment.
3. Provide information on the qualifications of Contractor staff. Include formal training and field experience. Designate a single staff person as the primary contact for GNSS technology issues.
4. Describe how project control will be established. Include a list and map showing control points enveloping the site.
5. Describe site calibration procedures. Include a map of the control points used for site calibration and control points used to validate the site calibration. Describe the frequency of site calibration and how site calibration will be documented. At a minimum, verify the site calibration twice daily.
6. Describe the Contractor's quality control procedures for verifying mechanical calibration and maintenance of construction and guidance equipment. Include the frequency and type of verification performed to ensure the constructed grades conform to the Contract Documents.

Keep on site and provide upon request, a copy of the project’s most up-to-date GNSS Work Plan at the project site.

3.6.7 Payment

The cost of performing the layout Work as described above shall be included in the Contract unit prices for the various items of Work to which it is incidental.

3.7 Contractor's Supervision

3.7.1 Prosecution of Work

The Contractor shall give the Work the attention necessary to assure the scheduled progress is maintained. The Contractor shall cooperate with CFX and other contractors at Work in the vicinity of the Project.

3.7.2 Contractor's Superintendent

The Contractor shall have a competent superintendent on the Project at all times with the ability to speak and understand the English language. The superintendent shall be thoroughly experienced in the type of Work being performed and shall have full authority to execute the orders or directions of the CEI and to promptly supply or have supplied, any Materials, tools, equipment, labor and incidentals which may be required. The superintendent shall be provided regardless of the amount of Work sublet.

Prior to commencement of Work on the Project, the Contractor shall provide CFX with a written list of supervisory personnel that will be assigned to the Project. The Contractor shall not replace any of the listed personnel without written notice to CFX except under extraordinary circumstances. The Contractor shall not assign any supervisory personnel to the Project, whether initially or as a substitute, against whom CFX may have reasonable objection. CFX's acceptance of any supervisory personnel may be revoked based on reasonable objection after due investigation, in which case the Contractor shall submit an acceptable substitute. No acceptance by CFX of any such supervisory personnel shall constitute a waiver of any right of CFX to reject defective Work. The foregoing requirement shall also extend to Subcontractor's supervisory personnel.

3.7.3 Supervision for Emergencies

The Contractor shall have a responsible person available at or reasonably near the Work site on a 24-hour basis, 7 days per week. This individual shall be designated as the Contractor's contact in emergencies and in cases where immediate action must be taken to maintain traffic or to handle any other problem that might arise. The contact person shall have the ability to speak and understand the English language.

The Contractor shall submit the phone numbers and names of personnel designated to be contacted in cases of emergency, along with a description of the project location, to CFX's Troop Master Sergeant of the Florida Highway Patrol and other local law enforcement agencies. A copy of these submittals shall also be provided to

the CEI as part of the Contractor's Maintenance of Traffic Plan. Approval of the Maintenance of Traffic Plan will be withheld until these submittals are provided.

3.7.4 Worksite Traffic Supervisor

The Contractor shall have a Worksite Traffic Supervisor who shall be responsible for initiating, installing and maintaining all traffic control devices required for maintenance of traffic. The Worksite Traffic Supervisor shall have at least 1 year of experience directly related to worksite traffic control in a supervisory or responsible capacity and shall be certified by the American Traffic Safety Services Association under its Worksite Traffic Supervisor Certification Program, or an FDOT-approved advanced training Provider. Approved advanced training Providers will be posted on the FDOT's web site at the following URL address: http://www.motadmin.com/find-a-training-provider.aspx

The Worksite Traffic Supervisor shall be available on a 24-hour per day basis and shall be present to direct the initial setup of the traffic control plan. The Worksite Traffic Supervisor shall review the Project daily, be involved in all changes to traffic control and have access to all equipment and Materials needed to maintain traffic control and handle traffic related situations.

The Worksite Traffic Supervisor shall ensure that safety deficiencies are corrected immediately. In no case shall minor deficiencies, which are not immediate safety hazards, remain uncorrected for more than 24 hours. The Worksite Traffic Supervisor shall be available on the site within 45 minutes after notification of an emergency and be prepared to positively respond to repair the Work zone traffic control or to provide alternate traffic arrangements.

Failure by the Contractor to maintain a designated Worksite Traffic Supervisor may result in temporary suspension by CFX of all activities except traffic and erosion control and other activities deemed necessary for Project maintenance and safety.

3.8 General Inspection Requirements

3.8.1 Cooperation by Contractor

The Contractor shall provide CFX with every reasonable facility for ascertaining whether the Work performed and Materials used are in accordance with the requirements and intent of the Plans and Specifications. If CFX so requests, the Contractor shall, at any time before final acceptance of the Work, remove or uncover such portions of the finished Work as may be directed. After examination, the Contractor shall restore the uncovered portions of the Work to the standard required by the Specifications. If the exposed or examined Work is determined to be unacceptable, the cost of uncovering and/or removal and replacement of the covering

or making good of the parts removed, shall be at the Contractor's expense. The Contractor shall revise and upgrade both construction and testing procedures to prevent a recurrence of the conditions that contributed to the unacceptable Work. If the exposed or examined Work is determined to be acceptable, the cost of uncovering and/or removal and replacement of the covering or making good of the parts removed, shall be paid for as unforeseeable Work.

The Contractor shall give the CEI 24 hours advance notice whenever the Contractor intends to perform Work during other than normal daylight hours. On such occasions, the Contractor's supervisor and sufficient workmen shall be present to undertake the Work in a satisfactory manner. No additional compensation will be made to the Contractor for Work performed during such off periods.

The Contractor shall notify the CEI in writing prior to beginning pumping or dewatering activity in any new location on the project or the resumption of pumping after an interruption in any location. Pumping and discharge activities shall be discussed at each weekly progress meeting. Contractor will satisfy permit requirements at any pumping or dewatering activity.

3.8.2 Failure of CFX to Reject Work During Construction

If CFX should fail to reject defective Work or Materials, whether from lack of discovery of such defect or for any other reason, such failure to reject will not prevent CFX from subsequently rejecting defective Work when such defective Work is discovered or obligate CFX to final acceptance of the defective Work. The Contractor shall make no claim for losses suffered due to any necessary removals or repairs of such defects.

3.8.3 Failure to Remove and Renew Defective Materials and Work

If, within the time frame indicated in writing from CFX, the Contractor fails or refuses to remove and renew any defective Materials used or Work performed or fails or refuses to make necessary repairs in an acceptable manner, CFX shall have the right to repair or replace or have repaired or replaced, the unacceptable or defective Materials or Work. All costs incurred by CFX for repairs or replacements shall be paid for from moneys due, or which may become due, the Contractor, or may be charged against the Contractor's Public Construction Bond.

Continued failure or refusal by the Contractor to make necessary repairs promptly, fully and in an acceptable manner shall be sufficient cause for CFX, at its sole discretion and option, to perform the Work with its own forces or to contract with any individual, firm or corporation to perform the Work. Costs incurred by CFX shall be paid for from moneys due or which may become due the Contractor or may be charged against the Contractor's Public Construction Bond.

3.9 Final Inspection and Acceptance

3.9.1 Maintenance Until Final Acceptance

Until final acceptance by CFX, the Work shall be under the charge and custody of the Contractor. The Contractor shall take every necessary precaution against injury or damage to the Work by the action of the elements or from any other cause whatsoever arising either from the execution or non-execution of the Work and shall rebuild, repair, restore and make good, without additional compensation, all injury or damage to any portion of the Work including extensive or catastrophic damages.

The Contractor shall provide, at Contractor's expense, all temporary electrical power and lighting necessary for Contractor's operations under the Contract.

On new alignments, the Contractor shall be responsible for all electric bills until Final Acceptance of the project or until such time as CFX takes beneficial use of the alignment or portion thereof, whichever occurs first. Once installed, the roadway lighting shall remain in use and be maintained by the Contractor until Final Acceptance. The Contractor shall be responsible for payment of the electric bills until Final Acceptance at which time payment will be the responsibility of CFX.

3.9.2 Inspection for Substantial Completion

Prior to the inspection for Substantial Completion, the CEI may provide the Contractor with various deficiency lists. These lists are intended to assist the Contractor in preparing for Substantial Completion and are not to be considered as the Punch List discussed in Section 3.9.3.

Contractor shall submit a written request for semi-final inspection to the CEI a minimum of 14 days prior to the target Substantial Completion date and allow up to 14 days following any request for semi-final inspection for the CEI to perform the inspection and develop the Punch List in accordance with Section 3.9.3.

If any pay item Work is determined to be incomplete by the CEI during the semi-final inspection, in whole or in part, the CEI will give the Contractor a deficiency list of outstanding items required to be addressed. Upon satisfactory completion of the outstanding items, the Contractor shall notify the CEI and request another inspection for Substantial Completion.

If, at the semi-final inspection, it is determined that all pay item Work has been installed and the conditions of Substantial Completion have been met as defined in Section 1.3, written notification of Substantial Completion, including a Punch List, will be furnished by the CEI. The Punch List will meet the requirements of Section 3.9.3.

If all construction provided for and contemplated by the Contract is deemed complete and acceptable to the CEI at the semi-final inspection, such inspection shall constitute the final inspection in accordance with Section 3.9.4.

3.9.3 Punch List

3.9.3.1 Review, Development, and Delivery Timelines: The CEI will develop and furnish a Punch List to the Contractor upon issuance of written notice of Substantial Completion. The Punch List will include an estimated cost to complete each listed item, including without limitation the deliverables listed in Section 7.9. The estimated cost to complete items on the Punch List will be determined solely by the CEI. If the Punch List is not furnished upon issuance of Substantial Completion, Contract time will be adjusted by the number of days it is provided beyond the Substantial Completion date, pursuant to Section 6.7.3.1 and the applicable timeframes provided in Section 218.735(7), Florida Statutes.

3.9.3.2 Release of Retainage: Upon issuance of the Punch List, the CEI will process an interim estimate to pay the remaining balance of completed Work, including any retainage withheld by CFX, less an amount equal to 150% of the estimated cost to complete all items on the Punch List. The following notwithstanding:

A. CFX shall not be required to pay or release any amounts that are subject to good faith dispute made in writing pursuant to the Contract or that is the subject of a claim brought pursuant to Section 255.05, Florida Statutes, the amount for which CFX may hold in addition to 150% of the estimated cost to complete the items on the Punch List.

B. Warranty work and items not included on the Punch List cannot be used as a basis to withhold final payment for retainage.

C. Any failure to include any corrective work or pending items not yet completed on the Punch List shall not alter the responsibility of the Contractor to complete all the construction services purchased pursuant to this Contract. Additionally, all items that require correction under this Contract that are identified after the preparation and delivery of the Punch List remain the obligation of the Contractor as otherwise provided for in this Contract.

D. The estimated costs on the Punch List shall not in any manner be construed as increasing the Contract Price or adding any additional payment obligation on CFX. Instead, such estimated costs shall be used only for the purpose of calculating the amount of payment that CFX may continue to hold as retainage prior to the Contractor’s completion of the items on the Punch List in accordance with applicable Florida law.

E. Upon completion of all items on the Punch List, payment for all remaining withholdings and retainage will be made in accordance with Section 7.9. If a good faith dispute exists as to whether one or more items identified on the Punch List have been completed pursuant to the Contract, CFX may continue to withhold up to 150% of the total costs to complete such items.

3.9.4 Final Inspection

When all items on the Punch List have been addressed, submit a written request for final inspection to the CEI. The final inspection will be made within seven days of such request. If any Punch List items are determined to be incomplete by the CEI during the final inspection, the CEI will detail the outstanding items required to achieve acceptance. Correct any outstanding items until the CEI accepts all Work.

3.9.5 Final Acceptance

When the entire Work of the Project contemplated by the Contract has been completed acceptably, as determined by the CEI, the Contractor will be given a written notice of final acceptance.

3.9.6 Recovery Rights Subsequent to Final Payment

CFX reserves the right for a period of 60 months following Final Acceptance, if CFX or its agents discovers an error in the partial or final estimates, or discovers that the Contractor performed defective Work or used defective materials, after the final payment has been made, to claim and recover from the Contractor or Contractor's surety, or both, by process of law, such sums as may be sufficient to correct the error or make good the defects in the Work and materials.

3.10 Audit and Examination of Contract Records and Bid Records

CFX reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Bid Records (as herein defined) of the Contractor or any subcontractor. By submitting a Bid, the Contractor or any first or second tier subcontractor submits to and agrees to comply with the provisions of this Article. In addition, the Contractor shall be entitled to enter into subcontracts with proper CFX approval provided that all subcontracts shall include the same or similar terms as are in this Contract with respect to subcontractors, providing CFX with equal or greater protections than herein.

If CFX requests access to (or review and copy of) any Contract Records or Bid Records and the Contractor refuses such access or review, the Contractor shall be in default under its Contract with CFX. Such refusal shall, without any other or additional actions, constitute

grounds for disqualification of the Contractor. This provision shall not be limited in any manner by the existence of any Contractor claims or pending disputes resolution or arbitration relating to the Contract. Disqualification or suspension of the Contractor for failure to comply with this section shall also preclude the Contractor from acting in the future as a subcontractor of another contractor doing work for CFX during the period of disqualification.

Disqualification shall mean the Contractor is not eligible for and shall be precluded from continuing current Work or doing future work for CFX until reinstated by CFX.

The Contractor shall preserve all Bid Records and Contract Records for the entire term of the Contract and for a period of three years after the later of: (i) final acceptance of the Project by CFX or (ii) until all claims (if any) regarding the Contract are resolved.

Contract Records shall include but not be limited to, all information, letters, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes, agreements, supporting documents, any other papers or preserved data related to the Contract or the Contractor's performance of the Contract determined necessary by CFX for any purpose. Bid Records shall include but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by the Contractor in determining labor, unit price, or any other component of a bid submitted to CFX. Bid Records shall also include but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subcontractors, truckers or material suppliers, profit contingencies and any manuals standard in the industry that may be used by the Contractor in determining its bid. These manuals shall be included in the Bid Records by reference and shall show the name and date of the publication and the publisher.

As a condition precedent to Contractor initially filing (and thereafter processing) any claim with CFX for additional compensation, damages, costs, time extensions or other matters in the nature of a Supplemental Agreement or which will have monetary consequences to CFX, Contractor shall (before and after filing a claim) fully comply with CFX's request to audit or examine the Contractor's Contract Records or Bid Records. Non-compliance shall be the basis for and result in dispute resolution being abated or the claim being dismissed until compliance occurs. Re-filing of the claim (and removal of disqualification) shall not occur unless the Contractor also reimburses CFX for costs and attorney's fees incurred in connection with the audit request and disqualification.

The purpose of this provision and requirement is to assure that CFX has full information with respect to any Contractor claims so as to expedite dispute resolution, processing and satisfying bona fide claims.

3.11 Escrow of Bid Records

Prior to the Contract becoming binding on CFX, the following procedure shall have been timely implemented to secure the Contractor's Bid Records to the satisfaction of CFX:

1. The Contractor, in the company of the CEI, shall rent a safe deposit box, at a bank in Orange, Seminole, Osceola, Lake or Brevard County, of adequate size to hold the original or a legible copy of the Bid Records used by the Contractor and all subcontractors to prepare its bid. The Bid Records, enclosed in a separate sealed container or containers, shall be deposited in the box at that time. The container(s) shall be clearly marked "Bid Records" with the face of the container(s) showing the Contractor's name, address, date of submittal and Project number.

2. Only the Contractor's representative(s) shall sign the signature card required by the bank to allow subsequent access to the box. The Contractor shall request a maximum of two keys to the box which shall be given to the CEI. The CEI will tag the keys, in the presence of the Contractor, with the name of the Contractor, the Project number, the name and location of the bank and the box number.

3. At the time the Bid Records are secured in the safe deposit box, the Contractor shall submit to the CEI an affidavit, signed under oath by the Contractor, listing each Bid Record submitted by author, date, nature and subject matter. By executing this affidavit, the Contractor waives the right to use, directly or indirectly, any Bid Record, other than the Bid Records placed in escrow in the sealed container(s), in any dispute arising out of the Contract. Failure by the Contractor to provide the affidavit will be sufficient cause for CFX to nullify the award of the Contract to the Contractor. The Contractor's Proposal Bond shall be forfeited, and the full amount of the bond shall be paid to CFX as stipulated for liquidated damages.

4. The CEI will transport the keys to CFX's office where the Director of Construction or his authorized representative will sign a receipt acknowledging acceptance of the keys on behalf of CFX. A copy of the receipt will be transmitted to the Contractor.

The keys will be stored in a secure location in CFX's office until such time as any of the following occurs: (i) the Contractor requests that the Bid Records be released to CFX in support of a claim by the Contractor for an adjustment in time or money under Article 2.4 of these General Specifications; (ii) the Contractor requests that the Bid Records be released to CFX as a result of the Contractor initiating arbitration against CFX; (iii) the Contractor requests that the Bid Records be released to CFX for any other reason; or (iv) the Contract

has been satisfactorily completed and the Project accepted by CFX, in writing, and the Contractor has executed a binding release of all claims and potential causes of action related to the Contract. Under any of these circumstances, the CEI will obtain the keys from CFX's office and, in the company of the Contractor's representative authorized by the bank signature card to access the safe deposit box, retrieve the Bid Records. The records will be transmitted by the CEI to the party requesting the release.

If the records are being returned as a result of acceptance of the Project by CFX, the Contractor shall sign a receipt acknowledging that the sealed container(s) has/have been returned to the Contractor unopened.

If the Bid Records are opened for any reason, CFX reserves the right to reveal the contents of the records to consultants, experts and legal counsel retained by CFX to assist with claims evaluation and arbitration preparation. Confidentiality of the Bid Records will be protected by CFX insofar as such protection does not conflict with the requirements of the Florida Public Records Act and Florida Sunshine laws.

All costs and fees associated with the rental and maintenance of the safe deposit box shall be paid by the Contractor.

3.12 Prevailing Party Attorney's Fees

If any dispute regarding Contractor claims arising hereunder or relating to the Contract (and the Contractor's Work hereunder) results in binding arbitration, the prevailing party in such arbitration shall be entitled to recover reasonable attorney's fees and costs including costs and expenses of expert witnesses.

In order for the Contractor to be the prevailing party, the Contractor must receive an adjusted judgment or adjusted award equal to at least eighty percent (80%) of its contested claims filed with CFX, failing which CFX will be deemed the prevailing party in such arbitration proceedings.

For purposes of determining whether the judgment or award is eighty percent (80%) or more of the contested claims, "adjusted award" or "adjusted judgment" shall mean the amount designated in the award or final judgment as compensation to the Contractor for its claims (exclusive of interest, cost or expenses), less: (i) any amount awarded to CFX (exclusive of interest, costs or expenses) on claims asserted by CFX against the Contractor in connection with the Contract, and (ii) any amount offered in settlement prior to initiation of Contractor arbitration claims (exclusive of interest, cost or expenses).

The term "contested claim" or "claims" shall mean the initial written claim(s) submitted to CFX by the Contractor (disputed by CFX) which have not otherwise been resolved prior to the initiation of binding arbitration. Contractor claims or portions thereof which CFX agreed to pay or offered to pay, in writing, prior to initiation of arbitration shall not be deemed contested claims for purposes of this provision. If the Contractor submits a modified, amended or substituted claim after its original claim and such modified, amended or substituted claim(s) is for an amount greater than the prior claim(s), the higher amount shall be the claim(s) for purposes of determining whether the award is at least eighty percent (80%) of the Contractor's claim(s).

Attorney's fees and costs awarded to the prevailing party shall mean reasonable fees and costs incurred in connection with and measured from the date a claim is initially submitted through and including the arbitration hearing, appeal and collection. In the circumstance where an original claim is subsequently modified, amended or a substituted claim is filed therefore, fees and costs shall accrue from the date of the first written claim submitted, regardless of whether such original claim amount is ultimately used in determining if the judgment or award is at least eighty percent (80%) of the cumulative claims.

The term "costs" shall include any and all costs incurred, including without limitation consultant fees, expert witness fees, court reporter costs, photocopy costs, telephone charges and travel expenses, whether or not such costs are provided by statute or contained in the State-Wide Guidelines.

The purpose of this provision is to discourage frivolous or overstated claims and, as a result thereof, CFX and the Contractor agree that neither party shall avail itself of Section 768.79, Florida Statutes, or any other like statute or rule involving offers of settlement or offers of judgment, it being understood and agreed that the purpose of such statute or rule is being served by this provision.

Should this provision be judged unenforceable or illegal, in whole or in substantial part, by a court of competent jurisdiction, this provision shall be void in its entirety and each party shall bear its own attorney's fees and costs.

END OF SECTION 3

SECTION 4 - CONTROL OF MATERIALS

4.1 Acceptance Criteria

4.1.1 General: Acceptance of materials is based on the following criteria. All requirements may not apply to all materials. Use only materials in the work that meet the requirements of these Specifications. The CEI may inspect and test any material, at points of production, distribution and use.

4.1.2 Sampling and Testing: Use the CFX current sample identification and tracking system to provide related information and attach the information to each sample.

Restore immediately any site from which material has been removed for sampling purposes to the pre-sampled condition with materials and construction methods used in the initial construction, at no additional cost to CFX.

Ensure when a material is delivered to the location as described in the Contract Documents, there is enough material delivered to take samples, at no expense to CFX.

4.1.2.1 Pretest by Manufacturers: Submit certified manufacturer's test results to the CEI for qualification and use on CFX projects. Testing will be as specified in the Contract Documents. CFX may require that manufacturers submit samples of materials for independent verification purposes.

4.1.2.2 Point of Production Test: Test the material during production as specified in the Contract Documents.

4.1.2.3 Point of Distribution Test: Test the material at distribution facilities as specified in the Contract Documents.

4.1.2.4 Point of Use Test: Test the material immediately following placement as specified in the Specifications. After delivery to the project, CFX may require the retesting of materials that have been tested and accepted at the source of supply, or may require the testing of materials that are to be accepted by Producer Certification. CFX may reject all materials that, when retested, do not meet the requirements of these Specifications.

4.1.3 Certification:

4.1.3.1 Approved Products List: An Approved Products List (APL) is published and maintained by the FDOT and may be referenced in the Plans and Specifications. The items on the list have basic approval and are generally acceptable to CFX. However, the Contractor is advised that products on the APL are still subject to final approval and acceptance by CFX. The Contractor shall make no claim for additional compensation or extension of Contract time to replace an item on the APL that is rejected by CFX subsequent to execution of the Contract.

4.1.3.2 Contractor Installation Certification: Provide installation certifications as required by the Contract Documents.

4.1.3.3 Manufacturer Material Certification: Submit material certifications for all materials to the Engineer for approval when required by the Specifications. Materials will not be considered for payment when not accompanied by a material certification. Sample material certification forms are available on the Department's website at the following URL: https://www.fdot.gov/materials/administration/resources/library/publications/certifications/sampleforms.shtm. Ensure that the material certification follows the format of the sample form, is submitted on the manufacturer's letterhead and is signed by a legally responsible person employed by the manufacturer.

4.1.4 Warranty and Guaranty: CFX may require the Contractor to warrant and guaranty that certain Materials used in the construction of the Project meet all specification requirements for a specified time period. Warranty and guaranty requirements are specified in the appropriate Specifications sections governing the Materials.

4.2 Designation of a Specific Product as a Criterion ("Or Equal" Clause)

Reference in the Plans or Specifications to any proprietary article, device, product, material or fixture or any form or type of construction, by name, make or catalog number, with or without the words "or equal", shall be interpreted as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may use any article, device, product, material or fixture or any form or type of construction, which in the sole opinion of CFX (expressed in writing) is equal, for the purpose intended, to that named and compatible with existing equipment.

4.3 Source of Supply and Quality Requirements

4.3.1 Only Approved Materials to be Used: Only Materials conforming to the requirements of the Specifications, holding a current approval for manufacturing and/or fabrication by the FDOT and approved by CFX shall be used in the Work. Any Materials

proposed for use by the Contractor may be inspected or tested by CFX at any time during preparation or use. No material shall be used in the Work that becomes unfit after approval. Materials containing asbestos will not be allowed.

4.3.2 Notification of Placing Order: The Contractor shall notify the CEI at least 15 days prior to ordering Materials to allow CFX time for sampling and testing.

4.3.2.1 Notification of Quality Assurance Inspection Arrangements for Fabrication of Critical Items: To facilitate quality assurance inspection of critical items, the Contractor shall submit a fabrication schedule for all items requiring commercial inspection. The fabrication schedule shall be submitted to the CEI before or at the pre-construction conference. Fabrication of critical items include, but is not limited to, steel bridge components, overhead cantilevered sign supports with cantilevered arms exceeding 45 feet, movable bridge components or any other item identified as a critical item in the Plans or Specifications.

4.3.3 Approval of Source of Supply: The source of supply for material proposed for use shall be submitted by the Contractor to the CEI for approval. Delivery of material shall not begin until approval of the CEI is received.

Representative preliminary samples of the character and quantity prescribed shall be submitted by the Contractor for examination and testing. If, after trial, the source of supply does not furnish a uniform product or if the product from any source proves unacceptable at any time, the Contractor shall furnish material from other approved sources.

The production of mineral aggregates shall be under a Producer Quality Control Program approved by the FDOT. Proof of such approval shall be submitted to the CEI. The program shall be in accordance with FDOT requirements and procedures for obtaining and maintaining FDOT approval of developed and operational mineral aggregate sources (mines and redistribution terminals) and the FDOT Mineral Aggregate Manual. Individual certification shall be furnished with each haul unit load of Materials shipped attesting that those specific Materials were produced under an FDOT-approved Producer Quality Control Program. Any haul unit load of mineral aggregates received by the Contractor without an individual certification being made available to the CEI will be considered defective.

4.4 Inspection and Tests at Source of Supply

4.4.1 General: If the volume, progress of Work and other considerations warrant, CFX may elect to inspect Materials at the source of supply. However, CFX assumes no obligation to inspect Materials at the source of supply. The responsibility for assuring that Materials are satisfactory rests entirely with the Contractor.

4.4.2 Cooperation by Contractor: The Contractor shall ensure that CFX has free entry and access at all times to the areas of the plant engaged in the manufacture or production of the Materials ordered. Contractor shall bear all costs incurred to provide all reasonable facilities to assist in determining whether the material furnished complies with the requirements of the Specifications.

4.4.3 Retest of Materials: CFX may retest or may require retesting of any Materials which have been tested and accepted at the source of supply after the same have been delivered to the job site. All Materials, which, when retested, do not comply with the requirements of the Specifications, will be rejected; in which case the cost of such retesting shall be at the expense of the Contractor.

4.5 Storage of Materials and Samples

4.5.1 Method of Storage: Store materials in such a manner as to preserve their quality and fitness for the work, to facilitate prompt inspection, and to minimize noise impacts on sensitive receivers. More detailed specifications concerning the storage of specific materials are prescribed under the applicable Specifications. CFX may reject improperly stored materials.

4.5.2 Use of Right-of-Way for Storage: If the CEI allows, the Contractor may use a portion of the right-of-way for storage purposes and for placing the Contractor's plant and equipment. Use only the portion of the right-of-way that is outside the clear zone, which is the portion not required for public vehicular or pedestrian travel. When used, restore the right-of-way to pre-construction condition at no additional cost to CFX or as specified in the Contract Documents. Provide any additional space required at no expense to CFX.

4.5.3 Responsibility for Stored Materials: Accept responsibility for the protection of stored materials. CFX is not liable for any loss of materials, by theft or otherwise, or for any damage to the stored materials.

4.5.4 Storage Facilities for Samples: Provide facilities for storage of samples as described in the Contract Documents and warranted by the test methods and Specifications.

4.6 Defective Materials

Materials not meeting the requirements of these Specifications will be considered defective. The CEI will reject all such materials, whether in place or not. Remove all rejected material immediately from the site of the work and from storage areas, at no expense to CFX.

Do not use material that has been rejected and the defects corrected, until the CEI has approved the material's use. Upon failure to comply promptly with any order of

the CEI made under the provisions of this Article, the CEI will remove and replace defective material and deduct the cost of removal and replacement from any moneys due or to become due the Contractor.

As an exception to the above, the Contractor may submit, upon approval of the CEI, an engineering and/or laboratory analysis to evaluate the effect of defective in place materials. A Specialty Engineer, who is an independent consultant or the Contractor's Engineer of Record as stated within each individual Section, shall perform any such analysis. The CEI will determine the final disposition of the material after review of the information submitted by the Contractor. No additional monetary compensation or time extension will be granted for the impact of any such analysis or review.

END OF SECTION 4

SECTION 5 - LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC

5.1 Laws to be Observed

5.1.1 General: The Contractor shall comply with all Federal, State, county and city laws, by-laws, ordinances and regulations which control the action or operation of those engaged or employed in the Work or which affect Materials used. CFX will acquire environmental permits required by federal, State, County, and local regulatory agencies for all final improvements. CFX will not provide permits for construction means and methods (burning, dewatering, etc.). The Contractor shall be responsible for these.

The Contractor shall indemnify and hold harmless CFX and all its officers, board members, agents, consultants and employees, 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 "XII" 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 five (5) 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, and 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